

e-office

THE HUMAN SOFTWARE ORGANISATION

GENERAL CONDITIONS

e-office

Version AV.v.2/2008

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SECTION A GENERAL TERMS

1. GENERAL

1.1 Applicability

1.1.1 These conditions are applicable to all proposals and/or deliveries made by e-office and agreements and/or other legal relationships between e-office and Customer, the resulting provisions and related activities regardless of whether or not they are based on a verbal, written and/or electronic agreement, unless otherwise agreed upon in writing.

1.1.2 **Purchase conditions or any other conditions used by Customer will not be applicable.** The applicability of purchase conditions or any other conditions from Customer or from third parties on behalf of Customer is therefore expressly rejected by e-office, unless explicitly accepted in writing by e-office.

1.1.3 The General Conditions e-office are filed with the Chamber of Commerce in Utrecht under number 30134448.

1.1.4 e-office reserves the right to make alterations and/or additions to the General Conditions e-office. The modified General Conditions e-office will become applicable, unless objections against modifications are made in writing within 30 (thirty) days of the notification of the change.

1.1.5 Changes in and additions to the General Conditions e-office and/or agreements made between e-office and Customer are only valid when agreed to in writing by e-office.

1.1.6 If Customer consists of more than one legal entity or organization, each will be responsible for the entire fulfillment of the obligations that may flow forth from the agreement with e-office.

1.1.7 A reference to an article is a reference to an article within the same section.

1.2 Definitions

1.2.1 In the General Conditions e-office the following words and expressions are capitalized. Any of the following words and expressions shown in the singular shall have the same meaning when used in the plural and vice-versa.

1.2.2 Agreement Over Time:

An agreement, such as not limited to a Maintenance and Support agreement, which is continuously extended for a certain period against a periodic amount until such agreement is terminated.

1.2.3 Back-up:

Spare copies of digital data and/or information.

1.2.4 Call:

A question asked by Customer and/or the reporting of Errors and/or other issues with the e-office helpdesk.

1.2.5 Consultancy:

The provision of advice by e-office on the basis of the information made available by Customer.

1.2.6 Content Distribution Service:

The service provided by e-office that exclusively consists of providing the distribution of content.

1.2.7 Courses:

Courses shall also include trainings and related activities.

1.2.8 Customer:

Anyone who requests and orders the delivery of Products.

1.2.9 Custom Work:

Software (co)developed by e-office on the basis of specifications agreed upon in writing.

1.2.10 e-office:

e-office group B.V. and its rightful successors or affiliated organizations and partners that will enter into an agreement

with Customer and has declared the General Conditions e-office applicable.

1.2.11 e-office Products:

All products and services provided by e-office and the resulting provisions and related activities, which do not originate from third parties and whose intellectual property rights, industrial property rights and other rights are held by e-office.

1.2.12 Error:

The failure to fulfill the functional specifications set down in writing by e-office and/or the functional specifications expressly agreed upon in writing. An Error only exists where such can be demonstrated and reproduced. In case of software Products the following additional requirement shall apply; an Error only exists if an adjustment in the code of the software Product is necessary.

1.2.13 Fair Use:

The reasonable use by Customer of the Products.

1.2.14 Feasibility Study:

A Feasibility Study is an investigation which can be carried out by e-office prior to delivery. The objective of the Feasibility Study is to inform Customer at an early stage as to the feasibility of the assignment.

1.2.15 Fixed Price:

In the case of a Fixed Price agreement, activities will be performed on the basis of a price agreed upon in advance.

1.2.16 Helpdesk:

As further described in Section I.

1.2.17 Hosting Services:

Hosting Services constitute the direct and/or indirect (through a third party) provision by e-office of Products through a web-based application.

1.2.18 Identification Codes:

Usernames, passwords, address codes and/or other codes.

1.2.19 Maintenance:

The repair of Errors and the provision of updates in the Products licensed to Customer.

1.2.20 Object Code:

The computer programming code substantially in binary form. It is directly executable by a computer after processing, but without reverse engineering, compilation or assembly.

1.2.21 Process-data:

The data entered within the Hosting Services by Customer and/or data entered by third parties.

1.2.22 Products:

All e-office Products and/or Third Party Products provided by e-office, the resulting provisions and related activities. Hosting Services, Consultancy, Courses, Maintenance, Custom Work, etc. are considered a Product.

1.2.23 Source Code:

The computer programming code that may be displayed in a form readable and understandable by a programmer of ordinary skill. It includes related Source Code level system documentation, comments and procedural code. The Source Code does not include the Object Code.

1.2.24 Subsequent Calculation:

On conclusion of the activities carried out, all costs actually incurred related to the activities will be calculated and charged.

1.2.25 Support:

Providing verbal (telephonic) and written (e-mail) advice concerning the use and operation of Products.

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- 1.2.26 Third Party General Conditions:**
Third Party General Conditions are amongst others understood as the delivery conditions, license conditions, warranty conditions or other conditions maintained by a third party.
- 1.2.27 Third Party Products:**
All products and services provided by e-office, the resulting provisions and related activities, which originate from third parties and whose intellectual property rights, industrial property rights and other rights are not held by e-office. e-office will indicate in the agreement which third party products shall be delivered.
- 1.2.28 Workdays:**
Normal Dutch working hours (8.30-17.30) and days (Monday through Friday) with the exception of public holidays.
- 1.3 Confirmation**
1.3.1 Verbal agreements, assignments or other expressions of whatever nature by employees of e-office are only valid and binding when they have been confirmed in writing by authorized representatives of e-office.
- 1.4 Offers**
1.4.1 All offers made are without engagement, unless the offer explicitly indicates otherwise in writing.
1.4.2 Offers are based on the data, information or requirements made known by Customer as set out in article 1.6.
- 1.5 Agreements**
1.5.1 If a proposal, contract or other similar legally binding document is sent by e-office to Customer and Customer fails to return this document, signed, to e-office, Customer accepts by payment of compensation to e-office the contents of this document and the General Conditions e-office.
1.5.2 e-office shall commence execution of the agreement between e-office and Customer only after a signed copy of the agreement drawn up by e-office has been received by e-office and/or having received payment of all amounts due fully and timely. Should e-office commence execution of the agreement prior to receiving a signed copy of the agreement and/or having received payment of all amounts due fully and timely, e-office reserves the right to suspend execution of the agreement pending receipt of a signed copy of the agreement and/or payment of all amounts due fully and timely.
1.5.3 An agreement between e-office and Customer, for which no further contract and/or term has been agreed, has a term of 1 (one) year if the delivery concerns a Product such as but not limited to Maintenance and Support, for which a periodic fee is charged. If this agreement is not terminated or not timely terminated, it is extended repeatedly in increments of 1 (one) year.
1.5.4 Termination of the agreement as described in article 1.5.3 occurs by means of a registered letter, which must be received by the other party no later than 90 (ninety) days prior to commencement of the extension date of the agreement.
1.5.5 Each party has the right to terminate the agreement wholly or partially without judicial intervention by means of a signed registered letter. This can be done if, after notifying the breaching party in writing of a failure to fulfill their obligations, they then fail to meet the aforesaid obligations within a reasonable period of time.
1.5.6 Each party has the right to immediately terminate the agreement wholly or partially, without judicial intervention,
- through means of a non-judicial declaration and/or withdraw and/or annul an offer if the other party submits a legal request for debt restructuring, if bankruptcy or suspension of payment has been filed for the other party, if the other party is in a state of bankruptcy or suspension of payment has been granted, or if the other party's company is liquidated or ended for any reason other than reconstruction or company merger. In these cases, any claim by e-office will be immediately due.
- 1.5.7** After the agreement has been ended for any reason, parties can no longer obtain any of the rights provided by the agreement, leaving unhindered the existence of the obligations of both parties which by their nature continue automatically after the conclusion of their agreement, such as but not limited to, obligations concerning property rights, confidentiality and non-competition.
- 1.6 Co-operation/Information Requirements For Customer**
1.6.1 All assignments are carried out by e-office on the basis of data, information, requests and/or requirements made known to e-office by Customer.
1.6.2 Customer shall provide all necessary cooperation to e-office and shall make timely known all useful and necessary data and/or other information required for an adequate execution of the agreement. Customer shall ensure the accuracy of this data and/or other information.
1.6.3 If data, information and/or requirements necessary for execution of the agreement are not, and/or not timely, and/or not in accordance with the agreements made available to e-office, or if Customer fails to meet its obligations in any other way, e-office has in any case the right to terminate or dissolve the agreement or to suspend execution of the agreement and e-office has the right to charge the costs incurred at its usual rates.
1.6.4 If changes and/or new facts arise in regard to data, information, requests and/or requirements provided earlier, e-office will always be fully justified, in consultation with Customer, to adjust the agreement to these new circumstances or, in the case of substantial changes, to terminate the agreement.
1.6.5 In the event e-office performs activities on a location other than its own, Customer will be responsible for providing free of charge reasonable requested facilities, such as office space and telecommunication facilities.
- 1.7 Confidentiality/Non-competition**
1.7.1 e-office and Customer mutually commit themselves to the confidentiality of all data and information concerning each other's organization, clients, files and Products, of which they become aware while working for each other or for Customer's clients. Data and information may only be used in order to carry out the agreement between parties.
1.7.2 e-office is authorized to place the name and logo of Customer on the e-office website and/or reference list and to make them available to a third party for information, unless Customer objects.
1.7.3 Customer and its clients will not enter into any direct or indirect commercial, employment or other such relations with employees from e-office during the agreement and for a period of 12 (twelve) months after termination or dissolution of the agreement, without the written consent of e-office. Customer will ensure that its clients will comply with the foregoing obligation to the extent that e-office has carried out

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- activities for such client.
- 1.7.4** In the event that Customer breaches article 1.7.3, Customer will be charged, without further notification required, a fine of Euro 50.000,- (fifty thousand) for each breach, undiminished the right of e-office to claim full compensation for damages incurred.
- 1.8 Liability**
- 1.8.1** A party's total liability shall be limited, in accordance with this article to compensation for direct damage and to a maximum of the amount of the price stipulated in the agreement (excluding VAT) to a maximum of Euro 250.000,- (two hundred and fifty thousand), whereby a sequence of events is regarded as one event.
- 1.8.2** If the agreement also includes an Agreement Over Time with a term of more than 1 (one) year and a party's liability flows forth from the Agreement Over Time, the stipulated price will be calculated on the basis of the total amount (excluding VAT) as actually paid by Customer to e-office on the basis of the Agreement Over Time for 1 (one) year (this being the year in which the damage occurred) to a maximum of Euro 250.000,- (two hundred and fifty thousand).
- 1.8.3** A party's total liability for damage resulting from death or physical injury will in no event amount to more than Euro 1.000.000,- (one million), whereby a sequence of events is regarded as one event.
- 1.8.4** Direct damage is exclusively understood as:
- a) The reasonable expenses which the party suffering the damages would have to incur to make the other party's performance conform to the agreement; this alternative damage shall not be compensated, however, if the agreement is rescinded by or at the suit of the party suffering the damage;
 - b) The reasonable costs made in determining the cause and the extent of the damage;
 - c) The reasonable costs incurred in prevention or limitation of damage, to the degree that the party suffering the damage can demonstrate that these costs have led to the limitation of the damage.
- 1.8.5** Parties are never liable towards each other for indirect damage, including consequential damage, loss of profit, loss of savings, mutilated and/or lost data, delays, losses, damage as a result of a failure of Customer to provide the required information or assistance, damage through corporate inactivity and/or claims from third parties against Customer.
- 1.8.6** With the exception of the cases named in article 1.8.1 and 1.8.3, parties have no liability for damage compensation regardless of what an action towards compensation could be based upon.
- 1.8.7** A party's liability exists solely when the other party immediately and appropriately notifies the breaching party of the deficiency in writing, proposing therein a reasonable time period for correction of the deficiency and such party then culpably fails to meet the aforesaid obligations. The notification of deficiency ought to be as detailed a description of the deficiency as possible so that the breaching party is able to react adequately.
- 1.8.8** The condition for the existence of any right to compensation is always that a party notifies the other party in writing within 60 (sixty) days after the damage came into existence, by registered mail, and takes the necessary measures to limit the damage as much as possible.
- 1.8.9** Customer indemnifies e-office from all liability regarding third parties due to allegations as a consequence of deficiency in a product, system or service provided by Customer to third parties that consisted of a delivery made by e-office.
- 1.8.10** e-office does not accept any liability for damage regardless of its nature caused by Third Party Products which e-office has delivered to Customer. If possible e-office will transfer its rights for damage compensation from the supplier of the Third Party Product in question to Customer.
- 1.8.11** e-office is not liable for any damage regardless of its nature, which is the result of a failure to provide Support, Maintenance and/or warranty on time.
- 1.9 Transfer**
- 1.9.1** The agreement between e-office and Customer and the rights and obligations, which flow forth from this agreement, cannot be transferred to a third party without the prior written consent from the other party. Such approval shall not be withheld upon unreasonable grounds. However the party granting permissions is permitted to place restrictions on such permission.
- 1.9.2** Parties give each other in advance the right, without needing the explicit approval of the other party, to transfer the whole agreement or parts thereof to:
- a) holding, sister and/or subsidiary companies;
 - b) a third party in the case of merger or acquisition.
- In the event this happens parties will inform each other.
- 1.10 Force Majeure**
- 1.10.1** Neither party is obligated to fulfill any obligation if they are prevented from doing so as a result of circumstances, which can be considered beyond their fault, and by law, legal act, or generally accepted practices cannot be held accountable for. The aforementioned circumstances include circumstances that are beyond a party's power as well as business risks of a party, these include but are not limited to failure to perform by a supplier of a party, the late or non-availability of required information and specifications and/or changes in such information, incorrect specifications and/or functional descriptions of Third Party Products and/or products delivered by a third party, bad weather conditions, fire, explosions, electricity failures, network failures, floods, illness, lack of staff, strike or other employment conflicts, accidents, actions by the government, not being able to obtain required licenses and/or permits, lack of materials, theft, traffic disruptions and/or transportation problems.
- 1.10.2** When force majeure is of a temporary nature, each party has the right to suspend its commitments until force majeure has ceased to exist without being obliged to any form of damage compensation.
- 1.10.3** e-office reserves the right, in the case of force majeure, to collect payment for obligations already fulfilled before force majeure was known.
- 1.10.4** In the event that force majeure of either party surpasses a three month period, either party has the right to terminate the agreement without being obliged to any form of damage compensation regarding such termination.
- 1.11 Nullity**
- 1.11.1** If one or more terms (or part of a term) of the agreement are nullified, declared to be nullified, annihilable or have lost their

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validity in another way, the other terms (or part of the term in question) of this agreement will remain in force undiminished.

- 1.11.2** In regard to terms (or part of the term) that are nullified, declared to be nullified, annihilable or lose their validity in another way, parties shall consult with each other to try to reach a substitute arrangement with in which the parties shall strive for the maintenance of this agreement (or the remainder of the term in question) in its totality.

1.12 Applicable Law and Dispute Mechanism

- 1.12.1** All agreements made between e-office and Customer are governed by the laws of The Netherlands, unless otherwise agreed upon in writing. Parties explicitly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.
- 1.12.2** Any disagreement between parties because of any agreement will be solved through arbitration of the Stichting Geschillenoplossing Organisatie en Automatisering (SGOA) (The Dutch arbitration court (foundation) for ICT related matters), in accordance with the SGOA's regulations for arbitration. With the mutual agreement of both parties, prior to arbitration, parties may try to solve their disagreement through other provisions offered by the SGOA for the settlement of disputes.
- 1.12.3** If the SGOA declares itself unauthorized or if parties mutually agree to such, disagreements will be placed before a qualified court in Utrecht, The Netherlands.
- 1.12.4** The foregoing shall not prevent any party from taking legal procedures, prior to turning to the SGOA, for purposes of sequestration and/or garnish in order to ensue security for its existing rights.

2. PRICES/PAYMENTS

2.1 Prices and Payments

- 2.1.1** All prices exclude VAT and other levies imposed by the government. The amounts invoiced to Customer will include applicable VAT and other levies possibly imposed by the government.
- 2.1.2** e-office will invoice the amount, appropriately itemized, owed by Customer on a monthly basis to Customer. Customer will pay all amounts indebted within 14 (fourteen) days of the invoice date. These payments will not be subject to compensation or deduction other than when permitted by law.
- 2.1.3** e-office is entitled to outsource the invoicing and collection of the indebted amounts to a third party (including another e-office organization). Such third party is explicitly not a party to the agreement between e-office and Customer.
- 2.1.4** Should Customer fail to fulfill any payment obligation, Customer is in breach without any further notification of breach being required. e-office reserves the right to charge all incurred costs to Customer, including judicial and extra-judicial expenses, with regard to the collection of debts from Customer. In any case Customer will be charged interest on a monthly basis, at the legal percentage rate, on all outstanding debts starting from the date of failure to pay.
- 2.1.5** Until full payment has been made, e-office has the right to suspend all services and obligations to Customer. The Customer's obligation to meet Customer's commitments remains unchanged.
- 2.1.6** If e-office is unable to make a delivery on time due to

Customer, e-office will have the right to charge a 1,5% interest reimbursement on a monthly basis over the indebted amount.

- 2.1.7** Compensation for Maintenance, Support and any other annual or periodic amounts are due as an Advance at the moment of realization of the agreement between the parties and shall be billed to Customer, appropriately itemized prior to each year or other period that the agreement between parties continues.

- 2.1.8** The indebted amount in article 2.1.1 may be increased in the event that activities have to take place outside of e-office's office. In the event that activities need to take place outside of e-office's office, hourly rates, travel costs, hotel expenses and any other costs connected to such services will be charged in the event that the work is performed for less than 8 hours outside of e-office's place of business. For the performance of work for between 4 and 8 hours outside of e-office's place of business a one way trip shall be charged. For the performance of work for less than 4 hours outside of e-office's place of business a two way trip will be charged. The means of transportation will be determined by e-office.

- 2.1.9** Unless agreed upon otherwise, there are no payment schedules that apply to Customer.

- 2.1.10** Above mentioned paragraphs leave all the legal rights of e-office unhindered, when Customer fails to meet Customer's commitments.

2.2 Price Changes

- 2.2.1** The prices agreed to between e-office and Customer are among other things based on the costs of salaries, social premiums, materials, and travel and accommodation costs, etc., as well as the rate of exchange between the currencies as applicable at the time of closing of the agreement. e-office is authorized, in case of changes to one or more of the cost items and/or changes in the rate of exchange, to adjust the prices to these changes, without any restrictions, with the exception of what has been stated in article 2.2.3 with regard to an Agreement Over Time.

- 2.2.2** e-office will offer Customer the possibility to become acquainted with possible changes in prices. If Customer does not agree with a price change as set out in article 2.2.1, Customer will be permitted to terminate the agreement from the date the change in price becomes applicable.

- 2.2.3** In the event of an Agreement Over Time and Customer does not agree with a price change, Customer will only be permitted to terminate the agreement from the date the change in price becomes applicable, if the total price increase during 1 (one) year exceeds the yearly inflation rate of the current year (or previous year for price increases announced for the next year) as published by the CBS (Dutch Bureau for Statistics) by more than 5%.

2.3 Subsequent Calculation

- 2.3.1** Unless agreed upon explicitly otherwise in writing all activities shall be carried out by e-office on the basis of Subsequent Calculation. Fixed prices are only applicable if such is explicitly indicated. When charges are to be based on Subsequent Calculation, this means that prior to e-office commencing the activities agreed to a global estimate can be made of the expected costs. The Customer is, then, aware that there is a possibility that the estimate made earlier could be lower than the costs actually incurred.

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2.4 Advance

2.4.1 e-office has the right to invoice an advance, if this is agreed upon in advance. If full payment of the advance is not made, e-office has the right, undiminished its other rights that may flow forth from the agreement, to suspend all its obligations and all amounts owed by Customer will be immediately due.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 Rights of Customer and e-office

3.1.1 e-office has the exclusive right to further develop the e-office Products and place them at the disposal of third parties by means of licenses.

3.1.2 All intellectual property rights, industrial property rights and other rights resulting from all activities carried out by e-office, regardless of where and when carried out and regardless of whether it concerns the delivery of an existing Product or a still-to-be-developed Product, reside with e-office or its third-party supplier, unless parties explicitly have agreed upon otherwise.

3.1.3 Customer is not permitted to remove or alter any designation concerning intellectual property rights, industrial property rights, other rights, trademarks and trade names from the Products, or to have such changes made by third parties.

3.1.4 The intellectual property rights, industrial property rights or other rights of a Product, or a part thereof, can only be transferred to Customer by means of a written deed, if e-office has these rights.

3.2 Indemnification

3.2.1 e-office shall protect Customer from any allegation to the effect that the e-office Products violate a copyright valid in the European Union. e-office shall pay the damages, expenses, and court costs that Customer is ordered to pay by the final court ruling, provided that Customer:

- a) notifies e-office immediately, but no later than within 10 (ten) days, after Customer becomes aware of the infringement or could have become aware of the infringement, in writing of the existence of the allegation of infringement; and
- b) gives the case completely over to e-office, including all negotiations and arrangements that might lead to a settlement.

In case of any such allegation or possible allegation, e-office reserves the right to obtain a license or sub-license on the e-office Product in question or to change or replace the e-office Product in such a way that the e-office Product will no longer infringe a copyright valid in the European Union. If, in e-office's sole judgment, the foregoing remedies are not a reasonable option, e-office has the right to take the delivered e-office Product back against reimbursement of payments made for the e-office Product in question, minus a reasonable compensation for having made use of the e-office Product.

3.2.2 e-office shall not indemnify Customer against an action in the event that:

- a) such is based on the fact that the Third Party Products provided to Customer violate an intellectual property right, industrial property right or other right;
- b) what is provided by Customer is part of or is delivered

in conjunction with a Product and this combination results in a violation of an intellectual property right, industrial property right or other right;

c) Customer has made a change in or to the Product.

3.2.3 If e-office and Customer agree that the intellectual property rights, industrial property rights or any other rights of an e-office Product, or a part thereof, shall be transferred to Customer, Customer will indemnify e-office against any action insofar as such is based on the fact that the Product, or a part thereof, violates an intellectual property right, industrial property right or any other right belonging to a third party.

4. THIRD PARTY PRODUCTS

4.1 Third Party Products

4.1.1 e-office has the right to deliver Third Party Products or make use of Third Party Products in fulfilling its obligations that may flow forth from the agreement. e-office is not responsible for Third Party Products, unless agreed upon otherwise in writing.

4.1.2 e-office will clearly indicate in the agreement which Third Party Products shall be delivered. If e-office delivers Third Party Products to Customer, the Third Party General Conditions will be applicable to the agreement in addition to these General Conditions e-office.

4.1.3 No Maintenance, Support or other services will be carried out by e-office on Third Party Products, unless agreed upon otherwise in writing.

4.2 Third Party General Conditions

4.2.1 Third Party General Conditions that are declared applicable in these General Conditions e-office shall, when available to e-office, be provided on request. Third Party General Conditions will be delivered in the same format and language as received by e-office.

4.2.2 The General Conditions e-office have priority over Third Party General Conditions unless indicated otherwise. When there is conflict between the General Conditions e-office and Third Party General Conditions, e-office has the right to declare the conflicting terms of the Third Party General Conditions non-applicable or applicable.

5. ACTIVITIES AND SERVICES

5.1 Activities

5.1.1 Any activities will take place without interruption on Workdays and under normal working conditions.

5.1.2 For every continuous period within which e-office performs activities for less than 4 (four) hours at a location other than at e-office's place of business, e-office will be entitled to charge Customer for a minimum of 4 (four) hours. A continuous period exists if the period in which no activities are performed, in between the one period and the next period in which activities are performed, does not exceed more than 1 (one) hour.

5.1.3 Activities that are performed outside of Workdays are considered as overtime. The applicable rate will be increased as follows:

- a) Monday through Friday between 18.00 and 24.00 hours

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and between 06.00 and 08.00 hours and on Saturdays the applicable rate will be increased with 50%.

- b) Monday through Friday between 24.00 and 6.00 hours and on Sundays and holidays the applicable rate will be increased with 100%.

5.1.4 If it is agreed upon that activities will take place in phases, e-office will be entitled to postpone activities that belong to the next phase until Customer has accepted in writing activities performed in the previous phase.

5.1.5 If the activities are carried out on a stand-by basis, this means that activities shall not be carried out unless Customer submits a specific request therefore and/or the occurrence of a specifically agreed upon event. For the period that no activities are carried out a base fee applies. In the event activities are carried out an additional fee shall apply in addition to the aforementioned base fee.

5.1.6 Only if agreed upon explicitly in writing will e-office be obligated when performing activities to follow timely and reasonable instructions given. e-office is not obligated to follow instructions that will alter the content or scope of the agreed upon activities. In the event such instructions are followed, the activities performed will be charged on the basis of Subsequent Calculation.

5.1.7 e-office is entitled, without the explicit consent of Customer, to make use of third parties when performing activities.

5.2 Advice

5.2.1 All Products that can be considered advice or which can be described as advice will only be given to the best of e-office's knowledge and capability.

5.2.2 e-office is not responsible and/or liable if the activities that follow forth from advice result in a failure to carry out a project for Customer within allocated budgets, time schedules and other agreed upon conditions, unless agreed upon otherwise in writing.

5.2.3 e-office will provide advice on the basis of the conditions required by e-office and information received from Customer as mentioned in article 1.6. If it appears that not all relevant information has been received and/or other problems and/or insights may arise, such as but not limited to incompatibility problems (products are unable to interoperate with each other), the given advice may be adjusted to the new circumstances.

6. DELIVERY

6.1 (Delivery) Dates

6.1.1 All (delivery) dates which may be named by and may be applicable to e-office are determined to the best of e-office's knowledge on the basis of information made known to e-office and will be taken into consideration as much as possible. If parties wish to agree to a fixed date, parties will explicitly in writing indicate this date as such.

6.1.2 (Delivery) dates shall therefore not be considered to be absolute (delivery) dates within which must be delivered, but a time period within which e-office shall strive with best efforts to deliver the agreed upon items. If it is not possible to keep to the (delivery) date, then e-office and Customer will consult with each other to agree on a substitute (delivery) date.

6.1.3 Exceeding a given (delivery) date which may be applicable

never constitutes an attributable shortcoming by e-office, unless if parties have agreed to a fixed date or if e-office is in breach of its best efforts obligation as set out in article 6.1.2 to strive for a timely delivery.

7. INSTALLATION AND IMPLEMENTATION

7.1 General

7.1.1 e-office shall deliver the Products to Customer in accordance with the specifications established in writing by e-office and, if agreed to by parties, install and/or implement them.

7.1.2 The implementation to be carried out by e-office has the objective of installing the Products as set out in the agreement and the implementation thereof.

7.1.3 e-office shall install the Products on the servers and/or workstations on which the Products will be used in order for the Products to be usable by the normal user of the server and/or workstation.

7.1.4 Customer and e-office will jointly inventorize and describe the in the opinion of e-office relevant business processes of Customer. e-office shall implement the Products in such a manner that, in the opinion of e-office, they support these business processes.

7.1.5 Customer will ensure and is entirely responsible for obtaining the necessary Third Party General Conditions in order to let installation and/or implementation take place legally.

7.1.6 Prior to installation and/or implementation Customer will see to it, at its own expense, that all conditions required by e-office have been met in order to ensure a successful installation and/or implementation.

7.1.7 If, due to the Customer's fault, implementation and/or installation has not been performed within the agreed upon time schedule, Customer will make payments as if implementation and/or installation has been performed, undiminished the obligations of e-office to proceed with installation and/or implementation at a later time period.

7.1.8 In the case where parties have agreed to an acceptance test, there will be an acceptance period immediately following completion of the installation. Customer will complete the acceptance test in accordance with the procedure as set out in the project plan.

8. ACCEPTANCE PROCEDURE

8.1 Delivery

8.1.1 Delivery of the Products takes place when they are made available to Customer at the office of e-office. The cost for transport and possible insurance are for the account of Customer. The manner in which transport takes place is determined by e-office and e-office will not insure the Products to be transported unless agreed upon otherwise in writing.

8.1.2 The delivery of services by or through e-office takes place at the place(s) and time that the services are performed.

8.2 Acceptance

8.2.1 If agreed to by parties, an acceptance period shall apply immediately following completion of the delivery. The acceptance period for Customer runs for 14 (fourteen) days following completion of the installation, unless agreed upon

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otherwise in writing. During the acceptance period, Customer is not permitted to use the Products for production and/or operational purposes.

8.2.2 The Products shall be considered by both parties as accepted:

- a) at delivery when no acceptance period has been agreed to between parties, or
- b) on the first day following the acceptance period, or
- c) when e-office, before the end of the acceptance period, receives a test report (article 8.3): at the moment that the Errors identified in that test report have been repaired, notwithstanding the presence of small Errors which according to article 8.4.4 do not hinder acceptance.

8.2.3 If the Products are delivered in phases, and/or parts are delivered and tested, the non-acceptance of a particular phase and/or part will not delay the acceptance of an earlier phase and/or another part.

8.2.4 In deviation to the previous, the Products shall be considered as accepted from the beginning of use when Customer uses the Products in any manner before the moment of acceptance for productive or operational purposes.

8.3 Test Report

8.3.1 If it becomes apparent during the acceptance period that the Products contain Errors which hinder the progress of the acceptance test, Customer shall inform e-office no later than the last day of the acceptance period in a detailed, written test report of the Errors, in which case the still remaining acceptance period will be interrupted until such time as the Product is so modified that the Errors are repaired.

8.4 Errors

8.4.1 The Customer is required to immediately report possible Errors to e-office.

8.4.2 Every right to repair of Errors lapses if the Products provided by e-office are altered in any way or form.

8.4.3 The repair of Errors shall take place at the location to be determined by e-office. e-office is entitled to install temporary solutions, emergency solutions, detours and/or other problem-avoiding restrictions in the Products.

8.4.4 Acceptance of the Products may not be withheld on grounds other than those which are related to specifications which have been expressly agreed upon between the parties nor, furthermore, due to the presence of small Errors which do not reasonably impede putting the Products into productive or operational use.

8.5 Warranty

8.5.1 In the event parties have agreed that a warranty is applicable to the Products, this article shall apply.

8.5.2 For a period of 1 (one) month (warranty period) after acceptance (if the moment of acceptance is unclear the date the agreement was entered into will apply), subject to the exception as stated in article 8.5.6, e-office shall strive to repair any Errors to the best of its ability, provided these Errors have been reported in detail in writing to e-office within the warranty period. At its sole discretion e-office is entitled at its expense to repair, modify or replace the Products. In the event Errors are a result of a service, e-office will provide alternative services.

8.5.3 e-office is entitled to invoice its usual prices and the costs for repair, modification or replacement of the Products and/or the

time spent by e-office if the Error may be said to be caused by mistakes made by the Customer, the result of improper and non-careful use by the Customer, the result of other causes that may not be attributed to e-office or if Customer could have reasonably detected the Error during the acceptance period or if it appears afterwards that there is no Error.

8.5.4 The warranty does not cover the reconstruction and/or repair of mutilated and/or lost data and/or information. e-office does not warrant that the Products shall function without interruption or without Errors, are suitable for every intended use of Customer and/or will lead to results desired by Customer during or after the warranty period. The warranty obligation is void if the Customer alters the Products, or has them altered, without the written permission of e-office.

8.5.5 Warranty is only provided with regard to the first delivery of a Product and not with regard to additions, extensions, changes, etc. thereto.

8.5.6 In the event the final usable Product is delivered in phases, the foregoing warranty shall apply to each individual phase and not to the entire final delivered Product. In this case warranty will commence upon delivery of each phase.

8.5.7 After termination of the warranty period, e-office shall not be bound to repair, modify and/or replace the Products, unless parties have agreed otherwise.

9. OTHER CONDITIONS

9.1 Replacement Performance

9.1.1 e-office is permitted to deliver alternative Products than those Products ordered by Customer if the performance and operation of such alternative Products is essentially no different from the Products ordered.

9.1.2 If the agreement is concluded with the objective of having activities carried out by a particular individual, e-office will be entitled to replace this person with another person with the same qualifications.

SECTION B E-OFFICE SOFTWARE

1. E-OFFICE SOFTWARE

1.1 User Rights Software Programs

- 1.1.1 Customer is granted the non-exclusive right to use the e-office Products and corresponding documentation.
- 1.1.2 User rights are limited exclusively to own use of the e-office Products for the agreed upon CPU (Central Processing Unit), number of users, servers and/or workstations. If nothing is agreed upon, user rights will be limited to the CPU on which the Products were first installed and the number of users, servers and/or workstations will be limited to 1 (one).
- 1.1.3 User rights for e-office Products are limited to the Object Code. Rights to the Source Code are not provided, unless explicitly agreed upon otherwise in writing.
- 1.1.4 It is prohibited for Customer directly or indirectly (through a third party) to copy, duplicate or alter the Products in any way, without the prior written approval from e-office.
- 1.1.5 Customer is allowed to make one Back-up copy of the Products for safety purposes only, if a Back-up is not provided for by e-office.
- 1.1.6 User rights on the Products cannot be transferred to any third party (third parties also include holding-, sister- and/or subsidiary companies of Customer), unless agreed upon otherwise in writing.
- 1.1.7 Customer does not have the right to make the Products available, under any title or in any way whatsoever, to any third party (third parties also include holding, sister and/or subsidiary companies of Customer), unless agreed upon otherwise in writing.
- 1.1.8 Reverse engineering or decompilation of the Products is not permitted by Customer, unless such is explicitly permitted by law.
- 1.1.9 The user rights shall go into effect after Customer has made the required payments and fulfilled its other obligations.
- 1.1.10 The extent of the user rights on Third Party Products is determined by the Third Party General Conditions. Where the foregoing does not deviate from the Third Party General Conditions, the foregoing will also be applicable.

1.2 Verification

- 1.2.1 e-office is entitled to incorporate technical limitations and control mechanisms in the Products in order to prevent and/or verify that the actual number of users, servers and/or workstations does not surpass the agreed upon number of users, servers and/or workstations.
- 1.2.2 e-office is entitled itself or through the use of a third party to make unannounced verification visits to the locations where the Products are used for as long as Customer makes use of the Products. Customer shall provide all necessary cooperation and access. In the event Customer refuses cooperation and/or access, e-office will be entitled to terminate the agreement immediately. In this event Customer will no longer be entitled to use the Products and will be obligated to return or destroy any copies made thereof within 30 (thirty) days upon the first request of e-office.
- 1.2.3 If, on the basis of the above described verification procedure or otherwise, it appears that the actual number of users, servers and/or workstations surpasses the number of users, servers and/or workstations agreed upon, Customer will be obligated to immediately acquire the missing number of users, servers and/or workstations licenses and pay an additional fine of 50% over the amount due. Amounts indebted for Maintenance and Support for the missing users,

servers and/or workstations will be charged from the moment of delivery of the earlier agreed upon number of users, servers and/or workstations.

1.3 Evaluation Period

- 1.3.1 e-office may at its discretion grant Customer an evaluation period for the e-office Products. An evaluation period is only applicable, if such is confirmed by e-office in writing.
- 1.3.2 Unless agreed upon otherwise, the evaluation period will have a duration of 30 (thirty) days commencing from the moment of delivery.
- 1.3.3 e-office has no obligations and/or responsibilities during the evaluation period. Use of the e-office Products during the evaluation period is at the sole risk and expense of Customer.
- 1.3.4 In the event Customer does not want to acquire the e-office Products, Customer must see to it that the:
 - a) e-office Products are removed from the systems on which they have been installed;
 - b) Back-ups and/or all other possible copies of the e-office Products are deleted/destroyed;
 - c) e-office Products are in the possession of e-office within 7 (seven) days after the end of the evaluation period. Customer bears the costs and the risk for (a timely) return of the e-office Products to e-office.
- 1.3.5 Customer agrees that in case of any breach of article 1.3.4, e-office has the right, after having notified Customer in writing of the breach, to charge Customer the license fees and/or other fees then applicable if the Product were to be acquired after completion of the evaluation period, undiminished the right of e-office to claim full compensation for damages incurred.
- 1.3.6 Data generated by Customer during the evaluation period will remain the property of Customer. It is Customer's sole responsibility to Back-up and/or transfer data to an alternative system prior to discontinuing use of the e-office Products. e-office does not have any obligations with regard to the aforementioned data during the evaluation period or thereafter.

1.4 Back-ups

- 1.4.1 Where possible Customer will be responsible for making the required Back-ups on time. e-office will upon request inform Customer of the procedures and security measures necessary regarding data and the realization of Back-ups.
- 1.4.2 If it is not possible for Customer to make Back-ups (and it is possible for e-office to make Back-ups) or if it is agreed upon that e-office will provide partially or entirely for the provision of Back-ups, e-office will make the Back-ups.

2. SERVICES ON E-OFFICE PRODUCTS

2.1 Maintenance

- 2.1.1 e-office offers Customer, depending on the e-office Products delivered, the option of acquiring Maintenance. Maintenance is provided on the basis of a separate agreement.
- 2.1.2 Maintenance on the Products is based on a periodic fee payable in advance and the terms as set out in this article.
- 2.1.3 Maintenance includes providing updates and documentation of the licensed e-office Products delivered to Customer, which either contain a qualitative (e.g. Error fix) or a functional improvement of the e-office Product that has been

SECTION B E-OFFICE SOFTWARE

made available.

- 2.1.4 If Maintenance results in a functional improvement, e-office will have the right to charge extra payment to compensate for this functional improvement.
- 2.1.5 e-office is authorized to refuse the provision of Maintenance if the Products provided by e-office or the environment in which the Products operate are altered by Customer in any way or form.
- 2.1.6 If Customer refuses to install new updates of the Products that are offered by e-office to Customer then e-office reserves the right to terminate the agreement or to adjust the agreement in accordance with the refusal to install updates.

2.2 **Support**

- 2.2.1 Support consists of providing verbal (telephonic) and written (e-mail) advice concerning the use and operation of the e-office Products. Support is based on a periodic, advance payment and only provided if explicitly agreed to.
- 2.2.2 e-office will only provide Support on the most current updates of the e-office Products. e-office is entitled at its sole discretion to provide Support on older versions, releases, etc. of the e-office Products.

SECTION C CUSTOM WORK

1. CUSTOM WORK

1.1 General

1.1.1 Parties shall specify in writing what Custom Work will be developed and how this shall be done. e-office will perform the Custom Work development with due care on the basis of information provided by Customer, for which information Customer ensures the accuracy, completeness and consistency.

1.1.2 e-office is authorized, but not obliged, to investigate the correctness, completeness and/or consistency of the data or specifications provided to e-office and, in case it is determined that there is inaccuracy, incompleteness or inconsistency, to suspend activities until such time as Customer has remedied the deficiencies.

1.1.3 e-office and Customer will agree in writing to the phases of Custom Work development.

1.1.4 If e-office performs Custom Work development, exceeding the prices mentioned up to 15% will be deemed to be accepted by Customer and will not require further notification to and/or approval by Customer.

1.2 Additional Work

1.2.1 If, in the opinion of e-office, a change request by Customer is in fact a request for additional work, e-office will notify Customer thereof prior to performing additional work. Upon request by Customer, the notification will be followed by a specification of the price and additional conditions. Customer will decide as soon as possible whether to carry out the additional work.

1.2.2 It will be assumed that Customer has agreed to the performance of additional work and the connected costs, if Customer has allowed additional work to take place without raising objections in writing prior to the commencement of additional work.

1.3 Feasibility Study

1.3.1 A Feasibility Study is an investigation which can be carried out by e-office prior to delivery. The objective of the Feasibility Study is to inform Customer at an early stage as to the feasibility of the assignment.

1.3.2 Based on the findings resulting from the Feasibility Study, e-office will provide a positive delivery advice or a negative delivery advice concerning the feasibility of the assignment. A positive delivery advice usually implies that e-office will then carry on with the delivery. A negative delivery advice implies that e-office will decline the delivery with cause and will provide an alternative where possible.

1.3.3 The costs for the Feasibility Study will always be borne by Customer regardless of the results of the Feasibility Study.

1.4 Intellectual Property rights

1.4.1 All intellectual property rights, industrial property rights and other rights resulting from all activities carried out by e-office, regardless of where and when carried out, reside with e-office or its third party supplier(s), unless agreed upon otherwise in writing.

1.4.2 If parties agree that the intellectual property rights, industrial property rights or other rights of a Product are transferred to Customer, these rights will be transferred to Customer under the suspended condition that Customer shall pay all the fees agreed upon in full and on time. In the event Customer is in breach of payment, Customer must at its own expense return to e-office the Products within one week, after request of e-

office. All the legal rights of e-office shall remain unhindered.

1.4.3 All intellectual property rights, industrial property rights and other rights in standard modules, know-how, components and/or other e-office Products, that are used by e-office when carrying out activities, will never be transferred and shall always remain with e-office.

SECTION D HOSTING SERVICES

1. HOSTING SERVICES

1.1 Hosting Service General

1.1.1 The Hosting Services will only take place at a location approved by e-office and on the equipment approved by e-office.

1.1.2 With regard to the access to and use of the Hosting Services, Customer has equipment and software directly or indirectly available which comply with the standards and/or requirements set by e-office of which Customer has been notified directly or indirectly. Customer is required to maintain compliance with the conditions set out in this article. If equipment and/or software do not comply with this article, the obligations of e-office to provide access to the Hosting Services and the use of it may be postponed by e-office.

1.1.3 Customer will enable e-office to verify if the standards and/or requirements as set out in this article are met.

1.1.4 If Customer, after the verification as set out in article 1.1.3, still fails to meet the standards and/or requirements as set out in article 1.1.2, e-office will have the right to terminate or dissolve the agreement wholly or partially without prior notification and/or judicial intervention.

1.1.5 Customer is required to follow instructions given by e-office regarding the Hosting Services.

1.1.6 e-office is entitled to view log files and the like for purposes of analyzing the use of the Hosting Services. The results of such an analysis will not be made available to third parties (third parties do not include holding or subsidiary organizations of e-office). This does not apply to figures and data with regard to the use of the Hosting Services which are not directly traceable to the use by Customer.

1.1.7 For the execution of activities related to the Hosting Services, Customer can enter into a separate agreement with e-office to agree to the lead times.

1.2 Malfunctions in Hosting Services

1.2.1 In the event Customer signals a malfunction, Customer must report such immediately to e-office. After Customer has notified e-office of the malfunction, e-office will take the necessary steps, which will lead or could lead to a solution.

1.2.2 The costs for resolving the malfunction are for the account of Customer if it appears that the malfunction is the result of Customer's lack of knowledge or is the result of Customer's act or failure to act in accordance with the agreement.

1.2.3 e-office will inform Customer prior to the commencement of intended Maintenance with regard to the Hosting Services, if Maintenance will lead to problems with regard to gaining access to the Hosting Services or the non-availability of the Hosting Services. In this case Maintenance will take place from 00.00 until 06.00 hours (CET). Other Maintenance will take place during Workdays.

1.2.4 e-office will ensure the monitoring of the Hosting Services, in order to obtain the highest possible availability rate.

1.3 Responsibilities e-office Hosting Services

1.3.1 e-office will ensure the provision of the Hosting Services. e-office will, on a best effort basis and where influential by e-office, strive to the availability percentage of the Hosting Services as indicated in the agreement.

1.3.2 The availability percentage is measured over a calendar year. The time for Maintenance is not included.

1.3.3 e-office does not guarantee, amongst others, that the telephone lines, the Internet and/or other networks will offer optimal access in the event e-office depends on third party

telecommunication providers for the use and/or provision of the connection.

1.3.4 e-office does not have any obligations with regard to availability, reliability and/or other performance requirements with regard to the telephone lines, the Internet and/or other networks and the resulting provisions.

1.3.5 e-office will strive to take all useful and necessary measures to ensure adequate operability and continuity of the Hosting Services. e-office makes use of the most recent and most used virus protection programs available in the market.

1.3.6 e-office will strive, in accordance with the most current technology available, to provide adequate physical and logical security measures against unauthorized access by third parties to computer systems or computer programs used by e-office and/or stored Process-data, in light of the provisions provided for under the agreement.

1.4 Browser

1.4.1 The Hosting Services are accessible by Customer through a browser. The Hosting Services have been optimized for the browsers as indicated by e-office. The browsers for which the Hosting Services have been optimized at the moment of entering into the agreement will be made known by e-office.

1.4.2 e-office is not obligated to keep access to the Hosting Services optimal through the browsers as mentioned in article 1.4.1. e-office is entitled, without any form of (damage) compensation being required, to make changes to the Hosting Services which may influence the browser used by Customer and/or advised by e-office.

1.4.3 In the event that the situation as described in article 1.4.2 takes place, e-office will use all reasonable endeavors to enable Customer to make a transition to a different browser. The resulting costs incurred by Customer are for the account of Customer.

1.5 Use of Identification Codes

1.5.1 e-office will make Identification Codes solely available to Customer for the use of Products. Customer will use these Identification Codes with care. Customer will notify e-office in the event of loss, theft and/or other forms of unauthorized use, in order to enable parties to take the proper actions.

1.5.2 Customer carries all responsibility, liability and costs related to the use of Identification Codes used and/or distributed by Customer. In no event will e-office be liable for the misuse and/or unauthorized use of Identification Codes.

1.5.3 If there is a reasonable suspicion of misuse or unauthorized use of Identification Codes, e-office can provide Customer with instructions, which must be carried out.

1.6 Changes in the Hosting Services

1.6.1 e-office is entitled, after a reasonable notification period and without any compensation to Customer, to make adjustments and/or changes in the Hosting Services offered such as but not limited to:

- a) entrance procedures, such as:
 - procedures regarding operational rules;
 - security requirements.
- b) changes in a third party provider/supplier, location, hardware, software and other facilities necessary for the provision of the Hosting Services.

1.6.2 If the changes made have a significant negative impact on Customer's business or the functionality of the Hosting Services, Customer may, after providing relevant proof of deterioration in writing, request e-office in writing to provide

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an alternative. If e-office then fails to provide an alternative, Customer will have the right to terminate the use of the Hosting Services, without any damage compensation required by e-office or restitution of monies paid.

1.7 Data Traffic From Customer

1.7.1 e-office does not control or have any insight in the data traffic from and/or to Customer. e-office is merely a passive conduit. e-office does not give any warranties with regard to content of data such as but not limited to reliability and completeness.

1.7.2 Parties shall agree to a data limit in the agreement.

1.7.3 Customer is responsible for the content of data traffic originating from Customer. Where applicable the Code of Conduct as set out in article 1.10 will apply to Customer and its users.

1.7.4 Customer indemnifies and will keep e-office free from any damage compensation regarding any claim, accusation or court procedure from a third party with regard to the (content of) the data traffic or the information originating from Customer.

1.7.5 Process-data will remain the (intellectual) property of Customer. Customer grants e-office, without charge, a perpetual user and revision right of the Process-data. Process-data may only be distributed to a third party if not directly traceable to Customer.

1.7.6 Process-data will initially, for the duration of the agreement, be preserved for a maximum period of 3 (three) years. After termination of the agreement e-office will no longer be required to preserve Process-data.

1.7.7 e-office will offer assistance in transferring Process-data and/or other data to another application as requested by Customer. e-office does not warrant that the available Process-data and/or other data during the agreement and/or after the agreement can be transferred to another application. Customer is fully responsible for the reliability and completeness of Process-data and/or other data from the moment of transfer of the Process-data and/or other data to another application.

1.7.8 All costs connected to the transfer of Process-data and/or other data at the request of Customer to another application will be fully for the account of Customer.

1.7.9 Parties will agree to a maximum data limit per calendar month in the agreement. In the event Customer exceeds the maximum limit, e-office will be entitled through technical means to reduce the overload or to stop the use of the Hosting Service by Customer. e-office shall never be liable for any damage of whatever nature that is incurred by Customer and/or third parties as a result of the measures undertaken by e-office.

1.8 Requirements Customer Hosting Services

1.8.1 Customer must have a domain name, which has been provided and registered by an authorized organization in accordance with the Third Party General Conditions as maintained by that organization. Parties may agree that e-office shall apply for the domain name on behalf of Customer. Customer indemnifies and will keep e-office free from any damage compensation regarding any claim, accusation or court procedure with regard to (and the use of) the domain name on behalf of and/or by Customer.

1.8.2 If, through use of the Hosting Services, privacy information

and/or other information/data are transported or commercial activities and/or other activities are undertaken, Customer will indemnify e-office from all liability, costs or damage as a result of claims from a third party in the event privacy information and/or other information/data are transported or commercial activities and/or other activities are undertaken in violation of the relevant (privacy) laws and/or guidelines in question.

1.8.3 Customer will immediately inform e-office in writing regarding changes that are relevant for the proper execution of the Hosting Services.

1.8.4 Customer will follow the instructions given by e-office regarding Fair Use. If Customer fails to follow the instructions given by e-office, e-office will be entitled through technical means to reduce the overload or in the case of a continuous overload to stop the provision of the Hosting Services to Customer. e-office will never be liable for damage of whatever nature that is incurred by Customer and/or third parties as a result of the measures undertaken by e-office.

1.8.5 In order to meet its obligations regarding Hosting Services, e-office needs to obtain access to all applications which are hosted by e-office. Customer will, free of charge, ensure the provision of access as requested by e-office.

1.9 Privacy Information

1.9.1 Customer is responsible for protecting (privacy) information, which is sent and/or processed by the equipment and/or programs of e-office on behalf of Customer.

1.9.2 Customer will indemnify e-office against any allegation as a result of the violation of any person's privacy.

1.9.3 Where Customer is authorized, Customer explicitly agrees with the registration of (privacy)information of users in the privacy registration of e-office for administrative and management purposes. The privacy registration will contain, amongst others, Identification Codes and Process-data and will only be accessible for e-office. This information will not be provided to third parties unless e-office is obligated to do so on the basis of the law or a court order.

1.9.4 In exception to what has been previously stated in article 1.9.3, e-office will be responsible for the protection of privacy related information of which its use is necessary by e-office for the proper performance of its obligations under the agreement and will indemnify Customer against allegations of private individuals for violation of their privacy as a result of an act or failure to act of e-office.

1.10 Code of Conduct

1.10.1 Customer will make use of the Hosting Services in a responsible manner. It is prohibited to use the Hosting Services in a manner that will result in:

- a) damage to the system of e-office and/or third parties;
- b) interference with its use.

1.10.2 Customer will ensure that such damage and/or interference is not the result of misconfiguration on Customer's part.

1.10.3 It is not permitted to use the Hosting Services for activities that are illegal and/or in violation of the agreement. The foregoing includes amongst others the following activities:

- a) the violation of a third party's rights or making it possible to violate third party rights, such as but not limited to intellectual property rights and privacy rights;
- b) the noncompliance to law and other applicable

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- regulations;
- c) spamming [un-requested distribution (or creating the possibility for third parties) of advertisement and/or other messages];
- d) storage/distribution of (child) pornography;
- e) sexual intimidation, racial prejudice and/or the harassment of individuals in any other manner;
- f) distribution or the making available to third parties of obscene, insulting and tormenting material and/or other material of similar nature;
- g) threats;
- h) storage and distribution of viruses, worms and/or other destructive activities;
- i) unauthorized access (hacking) of accounts, systems and/or networks of third parties and/or e-office and/or the performance or non-performance that make hacking possible.

1.10.4 e-office reserves the right, in its own discretion, if forced by law or a court order and/or a third party informs e-office and/or a suspicion exists that through the Hosting Services a violation is made of the rights of a third party, there is a breach of the General Conditions e-office and/or the agreement and the resulting obligations in question have not been met wholly or partially, to stop access to the Hosting Services offered, to remove the information in question and/or suspend its other obligations, this until the obligations have been met.

1.10.5 e-office and/or third parties will never be liable for damage of whatever nature suffered by Customer or third parties for measures taken by and/or on behalf of e-office on the basis of article 1.10.4. Payment obligations will remain in effect during the time period in which measures are undertaken by and/or on behalf of e-office on the basis of article 1.10.4.

1.10.6 If the actions and/or failure to act of Customer justifies this and/or the actions and/or failure to act of Customer continues regardless of the measures under taken by e-office, as set out in article 1.10.4, e-office will be entitled to terminate the agreement, without any damage compensation or restitution of monies paid being required.

SECTION E COURSE CONDITIONS

1. OPEN COURSES

1.1 Application

1.1.1 Applications for participation in Courses must take place at least 2 (two) weeks prior to commencement of the Course. If the requested Course is fully booked, Customer shall be notified.

1.1.2 Immediately after receipt of an application e-office will send a confirmation of receipt for the Course planned for Customer. For applications which have been made verbally, the confirmation will be considered to reflect the application correctly and completely, unless objections are made in writing within 3 (three) Workdays.

1.1.3 Courses are given against the current applicable Course rate. e-office has the right to charge for costs made such as rent for office space, Course materials, etc.

1.2 Cancellations

1.2.1 e-office reserves the right to cancel a Course if the required number of applications is not met. If such cancellation takes place Customer will initially be notified at least 1 (one) week prior to commencement of the Course. Any Course fees paid will be reimbursed. In the event the required number of applicants is not met Customer may decide to participate in the Course against a higher fee. This will be done in consultation.

1.2.2 Cancellations made by Customer 2 (two) weeks prior to commencement of the Course are free of charge, after that 50% of the indebted Course fee will be charged. For cancellations made within 1 (one) week or after commencement of the Course e-office will be entitled to charge 100% of the indebted amount.

1.2.3 Customer is entitled to replace its participation in the Course with another employee within Customer's organization.

1.3 Execution

1.3.1 e-office will strive with best efforts to provide the Course in accordance with the published schedule but will not be liable if the Course must be canceled or interrupted due to special circumstances. In such an event e-office will strive within reason to provide the Course or the remainder of the Course at a later time period. If this is not possible, Course fees paid will be reimbursed proportionally.

2. PRIVATE COURSES

2.1 Private Courses

2.1.1 Private Courses are Courses provided for Customer in which only Customer participates. Private Courses can be provided at either the location of Customer or e-office.

2.1.2 Fees for private Courses depend on the number of participants. If the number of participants is more or less than the number of participants assumed in the offer, e-office will have the right to increase or reduce the applicable Course fee.

2.1.3 In the event Courses are provided at Customer's location Customer must provide the necessary facilities and offices space.

3. GENERAL CONDITIONS COURSES

3.1 REFUSAL PARTICIPANTS

3.1.1 e-office reserves the right to refuse participants to a Course:

- a) if payments due have not been paid fully and/or timely before commencement of the Course;
- b) due to competitive reasons or other reasonable grounds for e-office.

3.2 Intellectual Property

3.2.1 All intellectual property rights, industrial property rights or other rights in Course material and/or other documentation will remain with e-office. Customer is explicitly not permitted to duplicate and/or transfer such to a third party for permanent or temporary use. Customer will ensure that its employees and/or third parties comply with the foregoing obligation.

SECTION F SYSTEM MANAGEMENT SERVICES

1. SYSTEM MANAGEMENT SERVICES

1.1 General

- 1.1.1 System management services consist of the monitoring of the infrastructure of Customer.
- 1.1.2 If parties agree that Customer shall obtain system management services from e-office, e-office shall deliver the system management services on the basis of a periodic advance and the conditions as set out in this section F.
- 1.1.3 The infrastructure on which system management services shall be provided shall be clearly described in the agreement.
- 1.1.4 e-office shall, in its discretion, monitor the infrastructure agreed upon during Workdays.
- 1.1.5 During workdays e-office shall contact Customer within the service levels agreed upon in the agreement, after a message that the whole infrastructure is nonoperational. Outside of Workdays e-office shall contact Customer within the service levels agreed upon in the agreement.
- 1.1.6 Customer will provide e-office access to the physical locations and the environment in which the infrastructure is placed such as but not limited to production environment, data, programs, computers and servers. Customer will provide e-office remote access in accordance with the requirements as set by e-office.
- 1.1.7 An agreement for system management services commences upon signature and has a term of 1 (one) year. If this agreement is not terminated, it is extended repeatedly in increments of 1 (one) year.
- 1.1.8 Termination of the agreement as described in article 1.1.7 occurs by means of a registered letter, which must be received by the other party no later than 90 (ninety) days prior to commencement of the extension date of the agreement.

1.2 Processing of Calls

- 1.2.1 Customer may make Calls regarding the infrastructure and/or software managed by e-office.
- 1.2.2 When reporting a Call, Customer will indicate the urgency of the Call. e-office is not liable if the wrong urgency is labeled to the Call.
- 1.2.3 Customer may report Calls with e-office per e-mail, telephone or fax. The contact details shall be made known by e-office.
- 1.2.4 e-office shall respond to the Calls made within the service level as agreed between parties in the agreement.
- 1.2.5 Activities are carried out during Workdays. Service levels only apply during Workdays.
- 1.2.6 Activities are carried out at the location of e-office, unless agreed upon otherwise. If activities need to be carried out at Customer's location, additional costs will be charged. The resolution of a Call at Customer's office will only take place upon the request of Customer.
- 1.2.7 e-office shall commence with the resolution of Calls as soon as possible. The resolution will take place within the service level agreed upon in the agreement.

1.3 Viruses

- 1.3.1 As part of the system management services e-office shall advise Customer regarding the manner in which Customer can protect its infrastructure against viruses.
- 1.3.2 e-office shall assist Customer in effectively deploying the virus scanner as chosen by Customer.

1.4 Coordinators

- 1.4.1 Customer will appoint a coordinator and a substitute coordinator that will operate as the sole contact persons for

e-office for system management services. The names of these coordinators and their contact details shall be included in the agreement.

- 1.4.2 Any changes made in coordinators must be made known to the other party. The minimum and maximum number of coordinators that Customer can appoint are detailed in the agreement.

- 1.4.3 Customer will ensure that the coordinators have an adequate level of training. The minimum level of training required by the coordinators will be made known to Customer. If it appears that the coordinators do not have adequate training which results in unnecessary system management services, e-office may charge additional costs for system management services on the basis of Subsequent Calculation.

SECTION G CONSULTANCY SERVICES

1. CONSULTANCY SERVICES

1.1 General Terms

- 1.1.1 e-office is willing to carry out Consultancy.
- 1.1.2 In the agreement parties will further specify the details regarding the activities to be carried out.
- 1.1.3 Consultancy has an advisory nature. Activities will therefore be carried out to the best of e-office's knowledge and capability.
- 1.1.4 Only if agreed upon explicitly in writing will e-office be obligated when performing Consultancy to follow timely and reasonable instructions given. e-office is not obligated to follow instructions that will alter the content or scope of the agreed upon activities. In the event such instructions are followed, the activities performed will be charged on the basis of Subsequent Calculation.
- 1.1.5 e-office is not responsible and/or liable if the activities that flow forth from Consultancy result in a failure to carry out a project for Customer within allocated budgets, time schedules and other set conditions, unless agreed upon otherwise in writing.
- 1.1.6 e-office will provide advice on the basis of the conditions required by e-office and information received from Customer as mentioned in article 1.6 (Section A). If it appears that not all relevant information has been received and/or other problems and/or insights may arise, such as but not limited to incompatibility problems (products are unable to interoperate with each other), the given advice may be adjusted to the new circumstances.
- 1.1.7 e-office is entitled, without the explicit permission of Customer, to make use of third parties when carrying out Consultancy, unless agreed upon otherwise in writing.

1.2 Workdays, working hours and location

- 1.2.1 The agreement shall state during which period Consultancy shall take place and how many Workdays and/or hours e-office expects to need in order to carry out Consultancy.
- 1.2.2 If the possibility exists that e-office will exceed the estimate in the agreement, e-office and Customer will consult with each other as soon as possible to reach agreement regarding the remaining activities.
- 1.2.3 Unless agreed upon otherwise, all activities will take place without interruption on Workdays and under normal working conditions. If agreed upon otherwise, parties will agree to an overtime compensation due by Customer to e-office.
- 1.2.4 For every continuous period within which e-office performs activities for less than 4 (four) hours at a location other than at e-office's place of business, e-office will be entitled to charge Customer for a minimum of 4 (four) hours. A continuous period exists if the period in which no activities are performed, in between the one period and the next period in which activities are performed, does not exceed more than 1 (one) hour.
- 1.2.5 If it is agreed upon that activities will take place in phases e-office will be entitled to postpone activities that belong to the next phase until Customer has accepted in writing activities performed in the previous phase.

1.3 Intellectual property rights

- 1.3.1 All intellectual property rights, industrial property rights and other rights which may result from Consultancy carried out by e-office, remain the property of e-office.
- 1.3.2 If knowledge or materials, including software and work instructions, that are made available by Customer to e-office

for carrying out Consultancy, are protected by intellectual property rights, industrial property rights or other rights, Customer gives e-office a non-exclusive and non-transferable user right in order to use such knowledge or materials within the scope of the agreement. e-office shall not make such knowledge and/or materials available to others.

- 1.3.3 Customer shall indemnify e-office from all claims from clients and/or third parties regarding a breach of intellectual property rights, industrial property rights and/or other rights regarding the knowledge and/or material made available to e-office on the basis of article 1.3.2.

SECTION H

CONTENT DISTRIBUTION SERVICE

1. CONTENT DISTRIBUTION SERVICE CONDITIONS

1.1 Use

- 1.1.1 Customer is granted the non-exclusive right to use the Content Distribution Service and corresponding documentation.
- 1.1.2 User rights of the Content Distribution Service are limited to use on the BlackBerry device (mobile, computer or PDA), on which it has been installed.
- 1.1.3 It is prohibited for Customer directly or indirectly (through a third party) to copy, duplicate or alter the Content Distribution Service.
- 1.1.4 Reverse engineering or decompilation of the Content Distribution Service is not permitted by Customer, unless such is explicitly permitted by law.
- 1.1.5 e-office is never liable for damage to Customer's mobile, computer or PDA as a result of downloading and/or use of the Content Distribution Service.

1.2 Warranty

- 1.2.1 The Content Distribution Service is made available on 'as is' basis. No warranty is provided on the Content Distribution Service except for as required by law.
- 1.2.2 e-office does not warrant that the Content Distribution Service shall function without interruption or without Errors, is suitable for every intended use of Customer and/or will lead to results desired by Customer.
- 1.2.3 e-office does not guarantee, amongst others, that the telephone lines, the Internet and/or other networks will offer optimal access. e-office does not have any obligations with regard to availability, reliability and/or other performance requirements with regard to the telephone lines, the Internet and/or other networks and the resulting provisions.

1.3 Content

- 1.3.1 e-office does not control or have any insight in the data traffic from and/or to Customer. e-office is merely a passive conduit. e-office does not give any warranties with regard to content of data such as but not limited to security, reliability, timeliness, and completeness.
- 1.3.2 e-office does not accept any liability for damage of whatever nature, as a result of the content of data, that e-office has delivered to Customer.

1.4 Use of Identification Codes

- 1.4.1 e-office will make Identification Codes solely available to Customer for the use of the Content Distribution Service. Customer will use these Identification Codes with care. Customer will notify e-office in the event of loss, theft and/or other forms of unauthorized use, in order to enable parties to take the proper actions.

1.5 General Conditions

- 1.5.1 The agreement for Content Distribution Service commences upon use of the Content Distribution Service and has a term of 1 (one) year. If this agreement is not terminated, it is extended repeatedly in increments of 1 (one) year.
- 1.5.2 Termination of the agreement as described in article 1.5.1 occurs by means of a registered letter, which must be received by the other party no later than 90 (ninety) days prior to commencement of the extension date of the agreement.
- 1.5.3 The agreement will be automatically terminated if Customer breaches the conditions as set out in these General Terms and Conditions.
- 1.5.4 In the event the agreement ends Customer no longer has the

right to make use of the Content Distribution Service and Customer is obligated, at Customer's expense and risk, to immediately return the Content Distribution Service and destroy potential copies thereof.

- 1.5.5 In the event Customer signals a malfunction, Customer must immediately report such to e-office. After Customer has notified e-office of the malfunction, e-office will take the necessary steps, which will lead or could lead to a solution.

SECTION I HELPDESK

1. HELPDESK

1.1 General

- 1.1.1 Helpdesk consists of the processing of Calls. Specific questions and wishes, such as consultancy questions and setting up of infrastructure are not covered by Helpdesk.
- 1.1.2 Helpdesk consists of arranging assignment of the Call, managing the process of resolution and costs of travel time.
- 1.1.3 The applications to which Helpdesk applies shall be clearly described in the agreement.
- 1.1.4 An agreement for Helpdesk commences upon signature and has a term of 1 (one) year. If this agreement is not terminated, it is extended repeatedly in increments of 1 (one) year.
- 1.1.5 Termination of the agreement as described in article 1.1.4 occurs by means of a registered letter, which must be received by the other party no later than 90 (ninety) days prior to commencement of the extension date of the agreement.

1.2 Processing of Calls

- 1.2.1 Customer may report Calls with e-office per e-mail, telephone or fax. The contact details shall be made known by e-office.
- 1.2.2 The Helpdesk responds to the Calls made within the service level as agreed between parties in the agreement.
- 1.2.3 If a Call must be processed as urgent, Customer must inform e-office thereof when reporting the Call in question.
- 1.2.4 Activities are carried out during Workdays. Service levels only apply during Workdays.
- 1.2.5 The resolution of every Call will be reported, as requested, via telephone, fax or e-mail.
- 1.2.6 If e-office expects that more than two hours are needed to solve a particular Call, prior consultation with Customer shall take place.
- 1.2.7 Resolution of a Call at Customer's office will only take place upon request of Customer.

1.3 Coordinators

- 1.3.1 Customer will appoint a coordinator and a substitute coordinator that will operate as the sole contact persons for e-office for Helpdesk. The names of these coordinators and their contact details shall be included in the agreement.
- 1.3.2 Any changes made in coordinators must be made known to the other party. The minimum and maximum number of coordinators that Customer can appoint are detailed in the agreement.
- 1.3.3 Customer will ensure that the coordinators have an adequate level of training. The minimum level of training required by the coordinators will be made known to Customer. If it appears that the coordinators do not have adequate training which results in unnecessary Helpdesk, e-office may charge additional costs for Helpdesk on the basis of Subsequent Calculation.

1.4 Payment

- 1.4.1 Helpdesk is provided on the basis of a fixed monthly fee that is due in advance.
- 1.4.2 In addition to the fixed monthly fee, the Customer must pay a fixed fee per Call and the time spent per Call measured in units of 15 minutes.