GENERAL TERMS AND CONDITIONS ILIONX

Version 2023

Part 1 : General Provisions

These general terms and conditions are divided into four sections. An introductory section with General provisions (part 1), a section with articles relating to the supply of Services (part 2), a section in relation to Software (part 3), and a section with special provisions in relation to hardware (part 4).

1. **Definitions**

The definitions included in this article have the meaning given to them and are applicable to all sections (parts 1 to 4) of the General Terms and Conditions.

1.1 Agreement: the written agreement signed by the Parties for the supply of Services, Software and/or hardware, and/or a quotation or offer of ilionx, including all appendices, signed by the Client.

1.2 Client: the party that concludes an Agreement with ilionx.

1.3 Cloud Service: an SaaS, IaaS, and/or PaaS service, as described in the Agreement.

1.4 Customized Software: Software that is developed at the specific request of the Client, or which is modified in accordance with the specific wishes of the Client.

1.5 Defect: any reproducible, substantial non-conformity of the Software with the Specifications, or any reproducible, substantial non-conformity of the Services (or Results thereof) with the Specifications.

1.6 Documentation: documentation in relation to the Software, which contains a description of the Software, including the functions and functionalities of the Software.

1.7 General Terms and Conditions: these General Terms and Conditions (parts 1 to 4) of ilionx.

1.8 ilionx: ilionx Group B.V. registered in the commercial register of the Chamber of Commerce under number 24335617.

1.9 Implementation: the Services aimed at making the Software and/or hardware operational for the Client.

1.10 In Writing (with or without a capital letter): laid down on paper or exchanged electronically (e.g., via email, an application or a portal).

1.11 Party/Parties: ilionx and/or the Client.

1.12 Results: the output generated by the Services, including reports, recommendations, analyses, designs, documentation and educational materials.

1.13 Software: the software (including any Customized Software) and Documentation specified in the Agreement.

1.14 Services: the service(s) to be provided by ilionx, as described in more detail in the Agreement.

1.15 Specifications: the technical and functional description of the Services, Software, and/or hardware agreed by the Parties, which are attached as an appendix to the Agreement.

2. **Applicability**

2.1 The General Terms and Conditions are applicable to all quotations and offers of ilionx and Agreements with ilionx. Any purchasing or general terms and conditions of the Client do not apply, and are explicitly rejected by ilionx.

2.2 If ilionx supplies products, Software, or services of third parties to the Client under the Agreement, then in addition to these General Terms and Conditions the (licence) conditions of those third parties also apply.

3. **Offer and conclusion of the Agreement**

3.1 All offers and other statements of ilionx shall not be binding, except where otherwise specifically stated in writing by ilionx.

3.2 The Client guarantees the correctness and completeness of the information issued to ilionx by or on behalf of the Client (such as requirements, information, designs, and specifications), on which the offer and/or the Agreement is based.

3.3 An Agreement shall also be effective if ilionx has commenced the performance thereof at the written request of the Client.

4. Price and payment

4.1 All prices and rates applied by ilionx are in euros, and are exclusive of VAT and any other taxes, duties or costs imposed by government authorities.

4.2 The Client shall not be entitled to suspend any payments or to offset any amounts that are due.

4.3 All payments must be made in euros, unless the Parties have agreed otherwise in writing.

4.4 The Client shall pay the amounts within 30 days following the invoice date.

4.5 ilionx is permitted to index its prices and rates annually, as of 1 January of each year, in accordance with the price index of Statistics Netherlands (CBS) for IT services (62).

4.6 If, following notification by means of a reminder or notice of default, the Client does not pay the amounts owed at the time they are due , the Client shall owe statutory commercial interest on the outstanding amounts up until the payment is rendered in full. If the Client nevertheless fails to pay, ilionx shall be entitled to submit the claim to a debt collector, in which case, in addition to the total amount due, the Client shall also be liable for payment of all judicial and extrajudicial costs incurred by ilionx in connection with the collection of a claim from the Client.

5. Personal Data

5.1 Insofar as ilionx processes personal data on behalf of the Client under the Agreement, the Parties shall enter into a data processing agreement.

5.2 Insofar as may be relevant and necessary, ilionx shall process the personal data of employees or representatives of the Client in accordance with the privacy statement of ilionx. The processing may occur for the following purposes:
   a. to enable the Client to use the services of ilionx;
   b. in order to enter into and maintain a commercial relationship with the Client;
   c. in order to agree and/or carry out orders;
   d. to inform the Client about the Services and other activities of ilionx (e.g. via e-mail, newsletters, and company magazines) and to make offers to the Client;
   e. in order to comply with applicable laws and regulations;
   f. in order to permit the Client to have access to, and make use of, secure web environments, portals, and intranet environments.

5.3 The Parties shall treat all registered (personal) data belonging to their respective employees, which are shared by the Parties under and during the Agreement, as confidential and, more specifically, the Parties shall process such data in accordance with the General Data Protection Regulation (GDPR) and related laws and regulations.

6. Confidentiality

6.1 ilionx and the Client ensure that all information received from the other Party, which ilionx and the Client know or reasonably ought to know is of a confidential nature, is treated as confidential. The Party that receives confidential information shall only use this confidential information for the purpose for which it was issued.

6.2 In any case, data and information shall be considered to be confidential if the data and information has been designated as such by one or the other of the Parties.

6.3   ilionx has instructed its employees to maintain confidentiality with regard to all information that comes to their knowledge or attention during performance of the Services.

6.4   The obligations regarding confidentiality contained in this article do not apply if and insofar as disclosure of the confidential information to a third party is necessary to comply with any law, regulation or court order, or a decision of a governmental authority.

6.5   The Client acknowledges that the Software, products, and Services that are provided by ilionx are of a confidential nature, and that such Software, products and Services contain trade secrets of ilionx, its suppliers and/or the manufacturer of the products or Services.

6.6   If one of the Parties discovers a fault or leak in a Service, Software or data carrier of the other Party, the Party discovering the fault or leak shall report this to the other Party and not disclose the fault or leak publicly before the other Party and/or its supplier or a relevant third-party supplier have been given a reasonable period to rectify the fault or leak ("responsible disclosure").

7.   **Intellectual property**

7.1   All intellectual property rights in relation to the (customized) Software, Results, websites, applications, data files, hardware or training, testing or other materials provided by ilionx under the Agreement are exclusively vested in ilionx, its licensors, and/or its suppliers. The Client acquires the user rights that are explicitly granted under these General Terms and Conditions, the Agreement and under the law.

7.2   Ilionx is permitted to apply technical measures in order to protect the provided hardware, data files, websites, applications, Software, and Software to which the Client is provided (direct or indirect) access. The Client shall not (attempt to) remove or circumvent such technical measures.

7.3   ilionx shall attempt to resolve any claim that is filed against the Client by a third party, and which is based on the allegation that Software, websites, applications, data files, hardware, or other materials ("Materials") developed by ilionx itself directly infringe any intellectual property rights that such third party is entitled to enforce within the European Economic Area. This obligation of ilionx applies, provided that the Client has used these Materials in an unchanged form in accordance with the Agreement, and without combining such Materials with hardware or Software, websites, or other materials that are not supplied by ilionx or recommended in the Agreement. If ilionx is not able to resolve the claim of a third party under commercially reasonable conditions, ilionx shall be entitled to (a) change or replace that which has been supplied to the Client with a functional equivalent or, if this is not possible, ilionx shall be entitled to (b) terminate the Agreement and provide the Client with a refund of the amount that has been paid by the Client for the period following the termination date of the Agreement.

7.4   The indemnification referred to in article 7.3, above, shall be granted under the following conditions: (a) the Client informs ilionx immediately and in writing regarding such a (possible) claim; (b) the Client allows ilionx to defend and/or settle the claim independently; and (c) the Client provides ilionx with accurate and complete information and assistance so that it can settle and/or defend such a claim itself. To this end, the Client shall grant ilionx the necessary powers of attorney and cooperation.

7.5   The indemnification referred to in article 7.3, above, shall become null and void if the alleged infringement relates to changes that the Client has made to the Materials without the prior written approval of ilionx.

7.6   The Client shall not remove any designations concerning the confidential character or concerning copyrights, trademarks, trade names or any other intellectual property rights in connection with the (Customized) Software, Results, websites, applications, data files, hardware, or training, testing or other materials.

7.7   The Client guarantees that no rights of third parties prevent the provision to ilionx of hardware, Software, materials intended for websites, data files and/or other materials and/or designs, in connection with the use, maintenance, modification, installation, or integration of such, or the performance of the Services. If the Client provides Software, hardware, or other resources to ilionx in connection with the performance of the

Agreement, the Client guarantees that it shall obtain all the necessary licences or permissions in relation to these resources which ilionx might require. The Client indemnifies ilionx against any claim brought by a third party based on the allegation that such use, provision, maintenance, modification, installation, or integration infringes any rights of that third party.

7.8 At no time shall ilionx be bound to perform data conversion, unless this has been expressly agreed in writing with the Client.

8. Dissolution and cancellation of the Agreement

8.1 Each of the Parties shall be entitled to dissolve (in Dutch: "ontbinden") the Agreement if the other Party fails to comply with any of the fundamental obligations under the Agreement, and such compliance failure can be demonstrated to be attributable to the conduct of the other Party.

8.2 Dissolution is only possible following provision of a detailed written notice of default, whereby a reasonable period is given to permit rectification of the shortcoming.

8.3 Insofar as obligations to undo arise out of the dissolution, the undoing shall only apply in respect of future obligations.

8.4 The possibility of cancellation (in Dutch: "opzegging") is explicitly laid down in the Agreement. Failing this, ilionx has the right to cancel the Agreement subject to a notice period of 3 (three) months.

8.5 Following termination of the Agreement, the right to use the provided Software, applications, data files, hardware, or training, testing or other materials shall terminate, as well as the right of the Client to access and/or use the Services under the Agreement, and indeed without requirement for any additional termination action on the part of ilionx.

8.6 Each of the Parties is entitled to wholly or partially dissolve the Agreement with immediate effect without notice of default if:
a. the other Party is granted a provisional or definitive suspension of payments;
b. bankruptcy is applied for or declared in respect of the other Party;
c. the business of the other Party is liquidated or terminated other than by way of merger, division, or change in the (effective) control of the other Party.

9. Liability

9.1 The total liability of the Parties is limited to the compensation of direct attributable damages up to a maximum of the price agreed upon for the relevant Agreement (excluding VAT). In no event shall the total, cumulative liability of ilionx for direct attributable damages amount to more than five hundred thousand euros (€500,000) (excluding VAT).

9.2 Under no circumstances shall the total liability of the Parties for damages as a result of death, physical injury, or material damage caused to property amount to more than one million two hundred and fifty thousand euros (€1,250,000) per event.

9.3 Liability on the part of the Parties for indirect damages, not limited to but including consequential damages, reputational damages, loss of profits, loss of savings, impairment of goodwill, and damages due to business interruptions, is excluded.

9.4 The exclusions and restrictions referred to in this article no longer apply if and insofar as the damages are the result of intent or gross negligence.

10. Force majeure

10.1 Neither of the Parties shall be bound to fulfil any obligation, including a statutory and/or agreed guarantee/result obligation, if they are prevented from doing so as a result of force majeure (article 6:75 of the Dutch Civil Code), whereby a cyber attack shall also be deemed a form of force majeure.

10.2 If a force majeure event lasts for longer than thirty (30) days, or if it becomes clear that it will last longer than thirty (30) days, each of the Parties has the right to terminate the Agreement in writing. What has already been performed under the Agreement(s) is settled on a pro rata basis, without any further obligations or liabilities towards each other.

11. Miscellaneous

11.1 Any deviation or variance from these General Terms and Conditions shall only apply if it is agreed between the Parties in writing and shall only apply with respect to that Agreement.

11.2 Should one or more provisions of these General Terms and Conditions prove to be invalid or be declared void, the remaining provisions of these General Terms and Conditions, Agreements and/or offers shall remain in effect. The provisions that are not legally valid or that cannot legally be applied shall be replaced, as far as possible, with provisions that correspond to the purpose and nature of the provisions to be replaced.

11.3 ilionx shall be entitled to transfer its rights and obligations under the Agreement, these General Terms and Conditions, and/or other offers to a third party, and to use sub-suppliers for the performance of its Services. The Client shall not be entitled to transfer its rights and obligations under the Agreement, these General Terms and Conditions and/or other offers to a third party without the prior written approval of ilionx.

11.4 If, in the event exceptional circumstances arise (such as developments in laws and regulations), regardless as to whether or not these exceptional circumstances were foreseeable, under which circumstances ilionx cannot reasonably be required to continue the Agreement under the same conditions, ilionx shall be entitled to amend or terminate the Agreement, without resulting in any liability or compensation towards the Client on account of that amendment or termination.

12. Applicable law, signing and settlement of disputes

12.1 The Agreement is exclusively governed by Dutch law.

12.2 The applicability of the Vienna Sales Convention (CISG) 1980 is excluded.

12.3 The Parties acknowledge that an electronic signature, based on a certificate for electronic signatures, has the same value as a handwritten signature.

12.4 These General Terms and Conditions have been drawn up in the Dutch language. Should any discrepancies be discovered between the Dutch text version of the General Terms and Conditions and any translation thereof, the Dutch version shall prevail.

12.5 Because it is better to resolve disputes rather than submit such disputes for litigation, the Parties shall first attempt to settle any dispute which they have not been able to resolve themselves by way of mediation. The mediation shall be conducted with the assistance of the Foundation for the Settlement of Automation Disputes (Stichting Geschillenoplossing Automatisering – SGOA). In that case, the ICT Mediation Regulations of the SGOA shall apply. If the Parties are not able to find a solution themselves or via mediation, the dispute shall be settled by the Central Netherlands District Court in Utrecht.

Part 2: Specific provisions in relation to Services

13. **Services, general**

13.1 The Parties acknowledge and agree that the success of a Service depends on the commitment and positive proactive mutual collaboration and communication between the Parties. The achievement of a successful end result is a shared responsibility and not the (end) responsibility of any one of the Parties. The Parties shall at all times provide each other in a timely manner with any reasonably necessary cooperation, and provide any data or information reasonably required by the other Party. If the Client uses its own personnel and/or (third-party) auxiliaries in connection with the cooperation it provides for the performance of the Agreement, these personnel and auxiliaries must possess the necessary expertise and experience in this regard.

13.2 Each Party performs its own tasks with a sufficient level of quality, quantity, and use of sufficiently (qualified) personnel in a timely manner. If a Party is of the opinion that the other Party is not making a sufficient effort, then the first Party shall report this in writing to the other Party or to the other Party's contact person.

13.3 If computer, data, or telecommunication facilities, including the internet, are used during the performance of the Agreement, the Client is responsible for selecting the correct resources required for this purpose and for ensuring that these resources are available on time and in full, with the exception of those facilities that are included in the Services and/or fall directly under the responsibility of ilionx (this in accordance with the specifications in the Agreement). ilionx shall not be liable for losses or damages, including costs of delay, as a result of transmission errors, breakdowns, or the non-availability of these facilities, unless the Client is able to prove that these losses or damages are the direct result of intent or gross negligence on the part of ilionx.

13.4 During the performance of the Services, ilionx shall do its utmost to make sure the Services are provided in accordance with the provisions of the Agreement. Unless expressly agreed otherwise in writing, all Services shall be performed on the basis of a best efforts obligation.

13.5 All terms, including delivery terms and dates and completion dates, specified by ilionx or agreed between the Parties shall at all times constitute target dates. Insofar as possible, ilionx shall make every reasonable effort to abide by the terms and/or dates, whether they be final or otherwise, specified by ilionx or agreed between the Parties.

13.6 If the Parties are working on the basis of a planning, they shall be jointly responsible for monitoring that planning as well as any deviation or variance from it. The Parties shall ensure that the planning (and the monitoring thereof) are regularly discussed by the Parties.

13.7 If instructions or requests of the Client result in a change or increase in the contents or scope of the Services, the Client acknowledges that this may have an influence on the expected completion dates and/or planning, as well as the costs. Any deviating or varying agreements must be put in writing.

13.8 If, at the request of or with the prior consent of the Client, ilionx has performed activities that exceed the scope of the Agreement, these activities shall be paid for by the Client on the basis of the actual costs in accordance with the rates agreed by the Parties and, in the absence of such agreement, in accordance with the usual rates of ilionx.

13.9 At no time shall ilionx be obliged to comply with a request to perform additional work; ilionx shall be entitled to request that the Client consents to a separate Agreement for any additional work, including additional terms and conditions agreed by the Parties.

13.10 The Client guarantees to ilionx the accuracy and completeness of the data, information, designs, and specifications that are issued to ilionx under the Agreement. ilionx shall not be liable for any loss or damage resulting from the use of inaccurate or incomplete information. Should ilionx discover any inaccuracies or

incompleteness in the data, information, designs or specifications issued by the Client that may have an impact on the Services, ilionx shall consult with the Client in this regard.

13.11 Without the prior written consent of the other Party, a Party is not allowed to directly or indirectly enter into an employment contract with any employee of the other Party during the term of the Agreement and during a period of twelve (12) months thereafter.

The following articles relate to the different types of Services. In addition to part 1 of the General Terms and Conditions and the provisions in part 2 'Special provisions relating to Services', the provisions included in this part shall apply should ilionx provide Services in the sub-areas named below.

14. **Consultancy**

14.1 The consultancy Services shall be described in the Agreement. Unless otherwise agreed in writing in the Agreement, ilionx shall not be bound to a fixed completion date for a consultancy assignment. This assignment shall be performed during the usual working days and times applicable within ilionx' organization.

14.2 The Client shall inform ilionx in writing in advance with regard to all relevant circumstances that are or might be relevant for ilionx, such as the method of reporting, the issues that the Client wishes to address, the priorities of the Client, and any other specific facts or circumstances of which ilionx may not be aware.

14.3 Should ilionx provide configuration advice, ilionx does not guarantee the proper and timely supply of the hardware, Software, infrastructure and/or other materials to which the configuration advice relates, or the proper functioning thereof.

15. **Implementation**

15.1 The Implementation shall be described in the Agreement.

15.2 If the Parties have not agreed to an acceptance test in the Agreement, the Client accepts the Software and/or Service in the condition/state they are in at the moment of delivery ("as is, where is"). In the aforementioned case, upon the handover or the completion of the installation and/or Implementation, the Software and/or Service is deemed to be accepted by the Client.

15.3 If an acceptance test is carried out, the Client shall check whether the Software and/or Service, or parts thereof, that is/are supplied under the Agreement complies/comply with the Specifications. The acceptance test(s) shall be performed in accordance with the planning of the Client that is included in the Agreement.

15.4 At the request of the Client, ilionx shall provide the Client with support during the performance of the acceptance test(s). For the support referred to in this article, ilionx shall charge the Client the costs based on the hours worked ("time & material"). The Client may, at its own expense, involve a third party in the performance of the acceptance test(s), provided the Client provides ilionx in good time with advance notice thereof, and the same obligations regarding confidentiality as agreed upon between ilionx and the Client are imposed on this third party.

15.5 The Client shall determine whether or not the Software and/or Service meets the Specifications within thirty (30) calendar days, at the latest, following delivery. If, during the performance of the acceptance test, it becomes apparent that the Software and/or Service contains Defects, the Client shall immediately provide ilionx with a clear, detailed and understandable written notification regarding the Defects by the last day of the acceptance period referred to in this article, at the latest.

15.6 ilionx shall make every reasonable effort to investigate and repair the Defects identified by the Client within a reasonable period, whereby ilionx shall have the right to apply temporary solutions, program workarounds, or problem-avoiding restrictions. After the Defect has been repaired, ilionx shall offer the Software and/or Service to the Client for testing, following which the Client shall perform a new acceptance test within

fourteen (14) calendar days. If it is reasonably determined that the Defect has still not been repaired, the Parties shall discuss the repair method and a suitable, reasonable rectification period.

15.7 The Client shall not be entitled to refuse to accept the Software and/or Service for reasons that are not related to the Specifications or if only minor defects are ascertained; in other words, where faults or defects are ascertained that cannot reasonably be deemed to impair the operational or productive use of the Software and/or Service, this shall be without prejudice to the obligation of ilionx to repair such minor defects. Furthermore, the acceptance of the Software and/or Service may not be withheld on the basis of subjective grounds, such as aesthetic aspects.

15.8 The Software and/or Service is deemed to be accepted by the Client if:
   a. the acceptance period referred to in article 15.5 expires and ilionx does not receive a notification of non-acceptance during this period; or
   b. ilionx receives a test report before the end of the acceptance period: at the moment when the Defects mentioned in this test report have been repaired; or
   c. the Client has used the Software and/or Service in a staging or production environment: at the moment of that use.

15.9 The non-acceptance of a specific phase and/or part of the Software and/or Service shall not have any influence on a previously accepted phase and/or part.

15.10 Any Defects that arise following acceptance by the Client are dealt with in accordance with the provisions of the Agreement in the event the Client has also purchased maintenance Services from ilionx.

16. **Cloud Services**

16.1 The maintenance of the Software and the Cloud Service, the manner in which this takes place, and the consequences for the availability of the Cloud Service shall be described in the Agreement. ilionx shall not suspend the Service due to maintenance for longer than necessary and shall arrange for this to take place outside of office hours to the extent possible. The Software that is withdrawn from use due to planned maintenance or other activities, as well as circumstances that occur and which are beyond the control and/or influence of ilionx, shall not be included in the determination of the availability of the Software and/or the Cloud Service. Unless the Client can prove otherwise, the availability determined by ilionx shall be regarded as exhaustive evidence in this respect.

16.2 The Client shall inform ilionx regarding Defects without any unnecessary delay following discovery. Given the nature of the Software, ilionx does not guarantee that the Software, made available as part of the Cloud Service, shall operate error-free and without interruption. ilionx shall make every reasonable effort to fix Defects in the Software within a reasonable period in accordance with the relevant procedures set out in the Agreement. ilionx shall be entitled to postpone repair of the Defects until a new version of the Software is available.

16.3 ilionx does not guarantee that Defects in Software that has not been developed by ilionx can always be fixed. ilionx shall be entitled to apply temporary solutions, program workarounds, or problem-avoiding restrictions in the Software. If Customized Software is developed, ilionx shall be entitled to charge the Client for the cost of repairing Defects based on hours actually spent ('time & material') in accordance with the rates specified in the Agreement.

16.4 On the basis of the information provided by ilionx concerning measures undertaken to prevent and limit the consequences of errors, Defects in the Cloud Service, the corruption or loss of data, or other incidents, the Client must assess and test the risks for its organization and, if necessary, take or adopt additional measures. ilionx shall always do its utmost to prevent the loss of data. Insofar as it can reasonably be expected of ilionx under the given circumstances, ilionx shall cooperate by taking or adopting reasonable additional (preventive) measures that are proposed by or on behalf of the Client, taking into account

additional (financial) conditions that have been agreed upon in writing between the two Parties. Under no circumstances shall ilionx be obliged to restore damaged or lost data.

16.5   The Client must at all times have adequate software and data communication facilities to enable it to connect and communicate with the Cloud Service, as set out in the Agreement. ilionx shall not be a party to any agreement in this area between the Client and its suppliers. All products and services that are offered by those suppliers shall be for the account and risk of the Client.

16.6   ilionx shall supply the Cloud Services to the Client in accordance with the service levels described in the Agreement.

16.7   Prior to using the Service, end users shall be required to agree to the applicable terms and conditions of use. Insofar as applicable, ilionx shall configure the Cloud Service in such a fashion as to permit the end user to request that the prior consent of the end user is obtained.

16.8   ilionx shall be entitled to address the Client (in addition to or instead of the end user) with regard to any negligent or improper acts or omissions committed by the end user(s). Improper use or abuse of a Cloud Service by end users shall be for the account and risk of the Client and shall entitle ilionx the right to deny or restrict access to the Cloud Service without providing prior notice.

17.   **Support services (managed services)**

17.1   The support Services that ilionx offers to (end) users and/or administrators shall be described in more detail in the Agreement.

17.2   If the Agreement provides that ilionx shall also provide 'standby Services', ilionx, as specified in the Agreement, shall keep one or more employees available during the days and times specified in the Agreement. In that case, the Client shall be entitled, in an urgent situation, to call on the support of the employees kept available if a serious failure occurs. ilionx cannot guarantee that all failures will be repaired in time.

17.3   ilionx is not responsible or liable for performance issues that are due to, or caused by, the (online) services provided by third parties or suppliers or injudicious use by the (end) user and/or administrator of the Client.

17.4   ilionx charges fees for the time required to repair failures that are not attributable to ilionx. ilionx's usual rates shall apply. This shall be the case, for example, if the failure is caused by user error or by injudicious use by the Client or by third parties. Furthermore, if changes are made to the Software or hardware by the Client or by third parties without the permission of ilionx, or if a failure is caused by the use of software or hardware that has not been supplied or recommended by ilionx, then ilionx shall charge fees for the time required to repair the failures caused as a result.

18.   **Hosting Services**

18.1   If the subject of the Agreement is providing disk space on hardware, the Client shall not exceed the agreed disk space unless the Agreement specifically regulates the consequences thereof. The Agreement shall only include the provision of disk space on a server exclusively and specifically reserved for the Client if this has been expressly agreed in writing. The data traffic that is not used by the Client during a certain period cannot be used in a consecutive period.

18.2   The Agreement shall moreover include only the provision of backup, fallback, and recovery services if this has expressly been agreed upon in writing in the Agreement.

18.3   ilionx shall be entitled to temporarily suspend the hosting Service, in full or in part, for the purpose of carrying out preventive, corrective or adaptive maintenance. ilionx shall not suspend the Service for longer than is reasonably necessary under the given circumstances, and shall arrange for this to take place outside of office hours to the extent possible and, depending on the circumstances, only commence the suspension following consultation with the Client.

18.4 At all times, the Client shall conduct itself using the due care which is necessary under the circumstances and not act unlawfully towards third parties, in particular by respecting the intellectual property and other rights of third parties, by respecting the privacy of third parties, by not sharing data in violation of the law, by not providing unauthorized access to systems, by not spreading viruses or other harmful software or data, and by refraining from committing criminal acts and violations of any other legal obligations.

18.5 In order to prevent liability towards third parties or to limit the consequences of such liability, ilionx shall at all times be entitled to take measures in respect of an act or omission on behalf of or at the risk of the Client. At the first written request of ilionx, the Client shall immediately remove data and/or information from the systems of ilionx, failing which ilionx shall be entitled to either remove the data and/or information itself or to render access to such data or information impossible. Furthermore, in the event of an (imminent) breach of the provisions of this article, ilionx shall be entitled to deny the Client access to its systems, immediately and without prior warning. The foregoing is without prejudice to any other measures or the exercise of other legal and contractual rights by ilionx in respect of the Client. In that case, ilionx shall also be entitled to terminate the Agreement with immediate effect, without incurring liability towards the Client.

18.6 ilionx cannot be required to form an opinion about the validity of the claims of third parties or of the defence of the Client, or to become involved in any way whatsoever in a dispute between a third party and the Client. The Client shall deal with the relevant third party in relation to that matter, and keep ilionx properly informed in writing.

19. **Training and education**

19.1 A registration by the Client for a training course shall be binding following written confirmation of the registration by ilionx.

19.2 ilionx shall inform the Client in the Agreement about the obligations arising out of the registration for a training course, the prescribed rules for participation (including rules of conduct), and the materials required therefor. The Client shall comply with these rules.

19.3 Unless agreed otherwise in writing, no separate fee shall be payable for the materials or resources that are made available or produced for training or education. The foregoing also applies with respect to any certificates of participation or duplicates.

19.4 Unless agreed otherwise in writing in the Agreement, the following cancellation terms shall apply with respect to the Client in relation to a planned training course:
   a. participation in a training course can be cancelled free of charge no later than four (4) weeks prior to the start date;
   b. in the event participation in a training course is cancelled during the period from four (4) weeks to two (2) weeks prior to the start date, ilionx shall be entitled to charge 50% of the fee payable for participation in the relevant training course;
   c. in the event participation in a training course is cancelled during the period from two (2) weeks prior to the start date and in the event of non-appearance by the Client, ilionx shall be entitled to charge the full amount of the fee payable for participation in the relevant training course;
   d. cancellation of participation in a training course must always be made in writing prior to the start date of the training course;
   e. if the Client is not able to attend, another person who matches the profile shall be permitted to participate in the training course, as a result of which the cancellation terms included in this article shall no longer apply.

19.5 The Client accepts that ilionx shall determine and shall be entitled to change the contents and scope of the training course.

19.6 If, in the opinion of ilionx, the number of registrations provides reason to do so, ilionx shall be entitled to cancel the training course free of charge, to combine the training course with one or more other training courses, or to arrange to have it conducted at a later date or later time. ilionx reserves the right to change the location of the training course.

19.7 If the training course is offered to the Client on the basis of e-learning, the provisions of article 16 "Cloud Services" in this part 2 of the General Terms and Conditions shall also apply.

20.   Secondment

20.1 In the Agreement, ilionx shall specify the employee that is to be made available to the Client and who is to perform the activities agreed upon in writing under the management and supervision of the Client.

20.2 ilionx shall endeavour to ensure that the seconded employee shall remain available for the duration of the Agreement in order to work on the agreed days, unless the employee becomes ill or leaves ilionx. Even if the Agreement has been concluded with the objective that the work is to be performed by a specific person, ilionx shall nevertheless be entitled, following consultation with the Client, to replace this person with one or more other persons who possess the same qualifications.

20.3 The Client shall be entitled to request that the seconded employee be replaced (i) if the Client can prove that the seconded employee does not satisfy the explicitly agreed quality standards and the Client gives ilionx a motivated explanation in this regard within five (5) working days following commencement of the work, or (ii) in the event of long-term illness of the employee or if the employee leaves the company. ilionx shall deal with the request as quickly as reasonably possible. ilionx does not guarantee that a replacement will always be possible. If a replacement is not possible, or not possible immediately, the Client shall not be entitled to claim further compliance with the Agreement. All claims of the Client due to non-compliance with the Agreement shall then become null and void. The payment obligations of the Client with regard to activities that have already been performed shall continue to apply in full. If the Client terminates the Agreement, the Client – at the first request of ilionx – shall inform ilionx with regard to the reason for the termination.

20.4 Prior to commencement of the activities, the Client shall inform ilionx in writing with regard to the applicable rules, regulations, and employment conditions of the Client. The working hours and break times of the seconded employee shall be the same as the Client's usual times and hours. The Client guarantees that the working hours and break times shall comply with the relevant laws and regulations.

20.5 The Client is responsible to the employee and ilionx for compliance with the obligations under article 7:658 of the Dutch Civil Code, the Dutch Working Conditions Act (*Arbeidsomstandighedenwet*), and the associated regulations in the area of health, safety, and well-being in the workplace and good working conditions in general.

20.6 The Client indemnifies ilionx for any claims that may be brought by the employees against ilionx in relation to occupational disability arising during the performance of the work under the Agreement, such as claims arising as a result of an (industrial) accident in connection with the performance of the work.

20.7 During the term of the Agreement, the employee shall be entitled to make use of the facilities of the Client.

20.8 All correspondence, documents and other goods of the Client and affiliated companies, which ilionx and the employee have in their possession or receive constitute and shall remain the property of the Client and shall be returned to the Client immediately upon termination of the Agreement.

20.9 If the Parties have not agreed with regard to a specific term for the secondment, the Agreement shall be for an indefinite period of time. In that case, contrary to article 8.4 of these General Terms and Conditions, a notice period of one (1) calendar month applies for each of the Parties. Notice of termination must be in writing.

20.10 Unless otherwise provided for in the Agreement, ilionx shall invoice the hours worked at the end of each month, on the basis of time sheet records approved by the Client.

20.11 If the seconded employee works longer than agreed at the instruction of or at the request of the Client, the Client shall pay the agreed overtime rate for these hours or, if no agreement has been reached in this regard, the Client shall pay the usual overtime rate of ilionx.

20.12 In the event of disability or illness of the employee, ilionx shall not invoice the Client for any fees.

20.13 ilionx is responsible for the full and timely payment of the income tax, premiums for social insurance and turnover tax to be paid for the seconded employee. ilionx shall indemnify the Client against all claims of the tax and customs administration or the authorities charged with the implementation of social insurance laws that are due under the Agreement with the Client. This indemnification only applies provided the Client informs ilionx immediately in writing regarding the existence and the contents of the claim, and provided the Client leaves the handling of the case and any settlements entirely to ilionx. To this end, the Client shall provide ilionx with the powers of attorney, information and cooperation that it requires in order to defend itself against these claims, if necessary in the name of the Client.

20.14 ilionx accepts no liability for the quality of the results of activities that are realized under the management and supervision of the Client.

20.15 ilionx shall do its utmost to ensure that:
   a. the employee satisfies the requirements that are placed on him/her and is sufficiently qualified (in terms of training, expertise, and experience) in order to be able to perform the stipulated activities (and comply with the safety instructions that are imposed);
   b. the activities are performed in a skilled way and in a timely manner;
   c. ilionx is a registered company within the meaning of the Dutch Placement of Personnel by Intermediaries Act (Waadi) and has complied with the registration requirement in the Commercial Register;
   d. the employee has a work permit if this is required by law;
   e. the employee complies with the working arrangements arising out of the Agreement;
   f. the necessary insurance has been concluded for the employees, including, in any case, adequate commercial and professional liability insurance, as well as occupational accident insurance.

20.16 Contrary to article 13.11 of part 2 of the General Terms and Conditions, the Client is only permitted to directly or indirectly enter into an employment contract with a seconded employee if the Client informs ilionx of this intention in writing before executing this intention. In addition, the Client shall pay ilionx a fee equal to 40% of the most recently applicable hourly rate for 3,200 hours, minus the hours already worked by that employee under the Agreement, unless that employee has already performed more than 3,200 hours of work under the Agreement, or if the Parties agree otherwise. This fee shall also become payable by the Client if the employee directly or indirectly enters into an employment contract with the Client within 6 months following termination of the Agreement with the Client.

20.17 If ilionx hires employees from its suppliers in order to second them to the Client so they can perform the activities under the management and supervision of the Client, ilionx shall provide the information referred to in this article to the suppliers of the relevant employees.

21. **Exit**

21.1 On request, ilionx shall support the Client with a transition to another party/environment following termination of the Agreement.

21.2 Upon termination of the Agreement, ilionx shall provide the information (with the exception of the source codes and technical documentation) that is necessary for the continuation of the Services by the Client itself or by a third party to be appointed by the Client.

21.3 Upon conclusion of the Agreement, and on request, ilionx shall draft an exit plan in consultation with the Client, in which in case the following subjects shall be described in more detail:
   a. General obligation of ilionx to cooperate

b. Return of data

c. Extended user rights

d. Arrangements concerning the costs

21.4 The drafting of the exit plan, as well as the costs associated with the execution by ilionx, shall be paid by the Client on a "time and material" basis, and based on the applicable rates.

21.5 In the absence of any arrangements, the data of the Client shall be provided to the Client in accordance with a manner and medium to be determined by ilionx.

Part 3: Special provisions on Software

22. **Licences**

22.1   Provided the Client complies with and continues to comply with the provisions of the Agreement, including payment in full of the payable licence fee, the Client acquires a revocable, non-exclusive, non-transferable, non-pledgeable and non-sublicensable right to use the Software (in the Cloud Service or otherwise). A more detailed description hereof shall be provided in the Agreement.

22.2   If ilionx supplies Software in the capacity of reseller, the (licence) conditions of that Software, which are attached (as an appendix) to the Agreement shall apply. ilionx does not provide any other guarantees in relation to that Software, as ilionx is a reseller of the Software. These conditions shall prevail over the Agreement and constitute the contractual relationship regarding the use of that Software between the Client and the supplier/owner of that Software.

22.3   If ilionx supplies Software in the capacity of managed service provider (MSP), the (licence) conditions of that Software, which are attached (as an appendix) to the Agreement shall apply. ilionx does not provide any other guarantees in relation to that Software, as ilionx is an MSP of the Software. These conditions shall prevail over and constitute a part of the Agreement.

22.4   Without the explicit written permission of ilionx and/or the supplier/owner of the Software, and notwithstanding exceptions derived from mandatory law, the Client shall not be permitted to change, reproduce, or use the Software for purposes other than those described in the General Terms and Conditions and in the Agreement.

22.5   Unless agreed otherwise in a separate maintenance agreement, ilionx shall provide the Software to the Client 'as is'. ilionx does not guarantee the functionality, availability or suitability of the Software (fit for purpose guarantee). Only if and insofar as additional arrangements have been agreed in writing, ilionx shall provide additional Services in relation to the Software, such as maintenance, administration and/or further development.

22.6   The Client shall cooperate with an investigation to be conducted by or on behalf of ilionx to investigate compliance with the agreed restrictions on the use of the Software. ilionx shall inform the Client with regard to this investigation before it takes place, taking into account a reasonable period of time. The cost of such an investigation shall be borne by ilionx, unless the investigation makes it apparent that the Client has not complied with the obligations included in the General Terms and Conditions and/or in the Agreement.

23. **Development of (Customized) Software**

23.1   If ilionx develops Software at the request of the Client (as part of a project), the Parties, in mutual consultation, shall then specify and lay down in writing in the Agreement which Software is to be developed and the manner in which the development is to take place.

23.2   ilionx shall develop the Software using the necessary due care, taking into account the explicitly agreed Specifications and the methods, technologies and/or procedures that have been agreed upon with the Client in writing.

23.3   If the Parties use a development method that is characterized by a starting point that requires that the design and/or development of the Software, or parts thereof, are to be performed in an interactive manner (for example Scrum/agile working), the Parties accept that, from the start, the activities shall not be performed on the basis of complete or fully worked out specifications and, moreover, that Specifications can be modified in mutual consultation during the performance of the Agreement, as long as this forms part of the project approach for the chosen development method. The Client accepts the risk that the Software will not necessarily comply with all the Specifications.

23.4   The Client shall ensure cooperation on the part of the relevant end users and permanent and active input that has the support of the organization of the Client, among others, in relation to the testing and (further)

decision-making. The Client guarantees that its employees, who are appointed to key positions, shall possess the necessary mandates. The Client shall assure prompt progress in decision-making during the performance of the Agreement.

23.5 On request, the Client shall permit ilionx to perform the activities outside of the usual working days and working hours at the office or location of the Client.

24. **Software with Cloud Services**

24.1 Upon timely payment of the agreed amounts by the Client, ilionx shall grant the Client the right to use the Cloud Service (as defined in part 2 of the General Terms and Conditions) under the conditions laid down in the Agreement.

24.2 At all times, the Client shall strictly comply with the restrictions regarding the right to use the Cloud Service, irrespective as to their nature or content, as set out in the Agreement. The Client shall not be entitled to permit third parties to use the Cloud Service provided by ilionx, unless such use has been provided for in the Agreement.

24.3 The codes and certificates issued to the Client by ilionx are confidential and must be handled as such by the Client, and disclosed only to authorized personnel within the internal organization of the Client. ilionx shall be entitled to change allocated codes and certificates.

24.4 The Client shall ensure that it, and everyone to whom the Client grants access to the Cloud Service, makes the communication equipment available (e.g., up-to-date browser, modern operating system, etc.) for the use of the Cloud Service.

24.5 ilionx is neither responsible nor liable for loss or damage occurring as a result of the (ab)use of the identification codes or certificates of the Client, unless the (ab)use occurs as a direct result of intent or gross negligence on the part of ilionx.

24.6 All actions that are performed using a user name and password of the Client are the responsibility of and are for the account and risk of the Client. In the event suspicions arise regarding abuse of its administrative user name and/or password, the Client shall report this as quickly as possible to ilionx, regardless of the Client's own obligation to undertake direct measures to prevent (further) abuse.

24.7 Nothing in the Agreement may be construed as a transfer of intellectual property rights to the Client in relation to (the source code of) the Software, and ilionx has no obligation to provide the source code of the Software to the Client as part of the Cloud Service, unless an Escrow agreement has been concluded between the Parties, and the source code can be only released under the conditions of the Escrow agreement.

24.8 All data that are processed by ilionx on behalf of the Client in connection with the Cloud Service is and remains the property of the Client or the respective owners thereof.

24.9 The Client shall grant ilionx a non-exclusive and non-transferable right to use the data issued to it exclusively for the proper performance of the Cloud Service for the Client in accordance with the Agreement. ilionx does not acquire any other independent rights with regard to the data that are processed under the Agreement for the Cloud Service.

24.10 In relation to the data of the Client, ilionx shall:
   a. apply strict confidentiality and exercise the due care to prevent unauthorized access and use, publication or loss in accordance with its obligations as described in more detail in the Agreement and in the applicable laws and regulations;
   b. exclusively use and disclose this data in accordance with provision of the Cloud Service, whereby the use and disclosure must be in accordance with the Agreement and the applicable laws and regulations;
   c. not use, sell, hire, transfer, distribute or otherwise disclose these data, or make these data available for its own purposes or for the benefit of anyone other than the Client, without the prior written consent of the Client.

25. Compliance with new releases

25.1 The Client shall keep the Software compliant with firmware of hardware, operating systems, and other software that is functionally linked to the Software. The Client may be at a maximum of 1 release behind on the Software.

25.2 Software of suppliers that is used in the production environment of the Client must be maintained at a level that is supported by the relevant supplier.

25.3 In the event that the Client does not comply with the provisions of articles 25.1 and 25.2 above, ilionx shall bear no liability for non-compliance with its obligations as laid down in the General Terms and Conditions and in the Agreement.

25.4 Any Services including an obligation to achieve a certain result that have been agreed upon in respect of the maintenance and administration of Software shall be cancelled, and these Services shall in that case be performed on a best-efforts basis, and on the basis of the actual costs.

25.5 The Client shall indemnify ilionx against all possible (legal) claims that arise out of, or in relation to, non-compliance of the Software, insofar as these claims relate to the situation and risk described in this article 25.

Part 4: Special provisions on hardware

26.   Conditions concerning suppliers and manufacturers

26.1   ilionx does not produce any hardware itself, but instead purchases it from the manufacturer or a supplier (a third party). The sale of the hardware to the Client by ilionx under the Agreement shall be subject to the sales/supply conditions of that third party. ilionx shall provide the sales conditions of that third party to the Client as part of the Agreement. These supply/sales conditions shall prevail over the General Terms and Conditions.

27.   Purchase and sale

27.1   ilionx shall sell the hardware and/or other goods based on the descriptions and numbers that have been agreed upon in writing, and the Client shall purchase these from ilionx.

27.2   ilionx provides no guarantee that the hardware and/or the goods will be suitable upon delivery for the actual use and/or the use envisaged by the Client, unless the intended operating purposes are specified clearly and without reservation in the Agreement.

27.3   The obligation of ilionx to sell does not include assembly and installation materials, Software, consumables, cables or accessories, unless agreed otherwise in writing.

27.4   ilionx does not guarantee that the instructions for the assembly, installation and use of the hardware and/or goods shall be error-free.

28.   Delivery

28.1   The hardware and/or goods sold by ilionx to the Client shall be delivered to the Client ex-works. Only if agreed in writing shall ilionx deliver the goods that have been sold to the Client or have these goods delivered at a place to be determined by the Client. In that case, ilionx shall notify the Client as early as possible prior to delivery with regard to the date upon which it, or the transport operator engaged by it, intends to deliver the hardware and/or goods.

28.2   The purchase price of the hardware and/or goods does not include the costs of transport, insurance, lifting work or the hiring of temporary facilities, unless explicitly agreed otherwise in writing. Where relevant, these costs shall be invoiced to the Client.

28.3   If the Client requests that ilionx remove old materials (such as networks, cabinets, cable ducts, packaging materials, hardware, etc.), ilionx may accept such a request by way of a written order and submit an invoice for same based on its usual rates.

28.4   If the Parties agree in writing, ilionx shall install, configure, and/or connect the hardware and/or goods (or make arrangements to this effect). Any obligation to undertake installation and/or configuration of hardware by ilionx does not include the implementation of data conversion or the installation of software. ilionx is not responsible for obtaining any required permits.

28.5   At all times, ilionx shall be entitled to perform the Agreement in partial deliveries.

29.   Environmental requirements

29.1   The Client is responsible for an environment that complies with the relevant requirements for the hardware and/or goods, including, among others, in terms of the requirements regarding temperature, relative humidity as well as the technical environment.

29.2   The Client is responsible for ensuring that activities that must be performed by third parties - insofar as required - such as structural engineering works, are executed in adequate and timely manner.

30.   Guarantee

30.1   The guarantee on the purchased hardware is exclusively subject to the conditions of the manufacturer or supplier of the hardware.

30.2 ilionx does not provide any guarantee concerning the uninterrupted or error-free operation of the hardware.