

General Terms and Conditions ClickOn B.V.

1. Applicability

- 1.1 These general terms and conditions of ClickOn B.V. (Ch. of Comm. number: 3016648, hereinafter: "ClickOn") govern all agreements with, and quotations from, ClickOn to the exclusion of any other conditions.
- 1.2 If a provision of these general terms and conditions is found to be void or voidable, the remaining provisions will remain in full force and effect. The void or voidable provision will be replaced by a provision the content of which matches that of the initial provision as closely as possible.
- 1.3 In case of conflicts between the text of the agreement and a provision of these general terms and conditions, the agreement will prevail.

2. Quotation & Agreement

- 2.1 A quotation by ClickOn will always be non-binding.
- 2.2 An agreement will only be concluded (after acceptance of the quotation) when (a) ClickOn provides the client with an order confirmation, or (b) ClickOn starts to implement the agreement.
- 2.3 A term agreement will have an effective period of one year. The agreement will always be tacitly renewed by one year. This will not be the case if the agreement is terminated before the end of the effective period with due observance of a notice period of three months. This also applies (by way of deviation from Article 7:408 DCC) for an agreement for services.
- 2.4 ClickOn can terminate the agreement with immediate effect without any notice of default being required if the client (a) is granted suspension of payment, (b) goes bankrupt, (c) is dissolved, (d) ceases its business operations for any other reason, (e) loses the decisive control over its company and/or if the ownership of the company of the client changes (directly or indirectly). If the client goes bankrupt, the use and access rights concerning the software, hosting, and services provided by ClickOn will end.
- 2.5 The client does not have the right to transfer or encumber its rights or obligations arising from its agreement with ClickOn.

3. Price & Payment

- 3.1 All prices communicated by ClickOn are in Euro and do not include VAT and other government levies.
- 3.2 If the agreement is concluded between ClickOn and multiple clients, these clients will be jointly and severally liable vis-à-vis ClickOn.
- 3.3 The client will owe any payments due subject to a periodic payment obligation in advance. ClickOn has the right to increase the prices each subsequent year by the price index figure for the Service Price Index adopted by Statistics Netherlands (DPI, 2015=100). In addition, ClickOn has the right to charge any price increases to the client.
- 3.4 The client is never entitled to suspension or set-off.
- 3.5 The payment period will be 14 days following the invoice date. If no payment takes place, the client will immediately owe (a) the statutory commercial interest, (b) the extrajudicial collection costs in accordance with the Dutch Act on the Standardisation of Extrajudicial Collection Costs, and (c) the actual procedural costs (including lawyer fees paid by ClickOn).
- 3.6 Any deliveries by ClickOn always take place ex-warehouse (from the location(s) of ClickOn or its suppliers). Transport will always take place at the risk and expense of the client.
- 3.7 All goods delivered to the client by ClickOn will remain the property of ClickOn until the client has fully met all payment obligations between the parties (extended retention of title).

4. Periods

- 4.1 ClickOn will make every possible effort to meet the communicated (delivery) times and periods. Any times and periods communicated by ClickOn will be merely indicative. The client cannot derive any rights from these times. ClickOn has the right to carry out partial deliveries.

5. Intellectual Property Rights

- 5.1 All intellectual property rights on provided software, web sites, data files, equipment, training, test, and exam materials, or other materials are vested exclusively with ClickOn or its licensors/suppliers.
- 5.2 Any right of use granted to the client is non-exclusive, non-transferable, non-pledgeable, and non-sublicensable.

6. Information

- 6.1 The client is responsible for the accuracy, completeness, and timeliness of any information provided to ClickOn, as well as for the legitimacy of the associated exchange of information.
- 6.2 The parties will (within reasonable limits) ensure that any information the confidential nature of which they are, or should reasonably be, aware of remains confidential.
- 6.3 The parties ensure that the statutory obligations for the protection of personal data are complied with. The parties will also ensure that their IT infrastructure and systems are adequately secured and equipped with anti-virus and firewall software.

7. Liability

- 7.1 The overall liability of ClickOn (on whatever legal ground) will be limited to no more than 50% of the invoice value (excluding VAT) of the associated agreement. If the agreement is primarily a term agreement, the invoice value of this agreement will be the price stipulated for the duration of one year. The overall liability of ClickOn will never exceed € 20,000.
- 7.2 ClickOn will never be liable for indirect damage such as consequential damage, loss of profits, lost savings, loss of goodwill, damage due to business interruption, damage resulting from claims of customers of the client, etc.
- 7.3 Any claim of the client will expire by the mere passing of three months after the occurrence of the claim, unless the client has filed a legal claim for compensation of the damage before the expiry of this period.
- 7.4 The limitations of liability set out in this article (7.1 to 7.3) will not apply in case of intent and/or gross negligence attributable to ClickOn.
- 7.5 ClickOn will not be required to fulfil the agreement in case of force majeure. Force majeure suffered by ClickOn includes (a) force majeure of suppliers, (b) the failure of suppliers prescribed by the client to properly fulfil their obligations, (c) defects in goods, equipment, software, or materials of third parties the use of which was prescribed by the client, (d) government measures, (e) electricity disruptions, (f) Internet disruptions, or disruptions in data grid facilities, operational facilities, or telecommunications facilities, (g) transport issues, and (h) natural disasters. If a situation of force majeure lasts for more than sixty days, ClickOn has the right to dissolve the agreement in writing. Any work that has already been performed pursuant to the agreement will be settled pro rata in this case.
- 7.6 The client indemnifies ClickOn against any claims by third parties insofar as these claims relate to the agreement in any way. This indemnification also covers any costs incurred by ClickOn in this respect (including reasonable lawyer fees).

8. Services

- 8.1 ClickOn will always make every effort to perform its services with care, insofar as this can be expected of a reasonably acting and skilled IT supplier. This is a best-efforts obligation.
- 8.2 Agreements concerning a specific service level (Service Level Agreements) will only be concluded in writing.
- 8.3 The client is responsible for making backups of software and data. ClickOn is not liable for software or data loss, nor for the recovery or reconstruction thereof.

9. Provision of software

- 9.1 This article governs the provision of software (whether or not via SaaS).
- 9.2 The agreement specifies the software, the manner of provision, the number of users, the period, and the price.
- 9.3 The client may only use the software for its own profession or business. The client may not share the software with third parties or host it externally (or have the software hosted externally). The right of use is non-exclusive, non-transferable, non-pledgeable, non-sublicensable, and does not cover the source code.
- 9.4 ClickOn can change the content or scope of the provided software. ClickOn can replace the original software with a new or changed version, for example.
- 9.5 ClickOn can make the software temporarily unavailable for maintenance or other forms of service.
- 9.6 ClickOn does not guarantee that the software will never contain errors and will always operate without interruptions.
- 9.7 The agreement concerning the provision of software is not a purchase agreement and does not contain an installation obligation, implementation obligation, maintenance obligation, or support obligation.
- 9.8 If the parties have not agreed on an acceptance test, the client accepts the software in the condition it is in at the time of delivery.

10. Maintenance of software and equipment & Support

- 10.1 This article governs the provision of software, equipment (whether rented or not), and support.
- 10.2 The agreement specifies the software and equipment, the period, and the price. The maintenance covers the correction of errors, or arranging for them to be corrected, and the provision of new software versions.
- 10.3 In case of an error, the client must immediately inform ClickOn, providing as much detail as possible.
- 10.4 Once ClickOn receives an error report, it will make every effort to resolve the error as soon as possible (or to have it resolved). This may possibly consist of installing a new version of the software, or having such installed. ClickOn cannot guarantee that an error will always be resolved. In addition, an error may also be caused by external factors.
- 10.5 ClickOn can implement temporary solutions, software workarounds, or limitations that avoid the issue. The client will install, configure, parameterize, and tune the repaired software or equipment itself, and adapt the equipment and user environment if necessary.
- 10.6 The client will grant all cooperation requested by ClickOn, including temporarily discontinuing the use of the software or equipment.
- 10.7 ClickOn may require the client to adapt its system (equipment, software, etc.) if this is necessary for the proper operation of the software and equipment.
- 10.8 ClickOn may require the client to conclude an additional written agreement and to make an additional payment for the provision of a software version.
- 10.9 ClickOn can impose conditions concerning the number of persons and the level of knowledge of the persons that qualify to receive support.
- 10.10 ClickOn will make every effort to resolve support requests as properly and quickly as possible. Nevertheless, ClickOn cannot guarantee the accuracy, completeness, or timeliness of responses or offered support. Support will be provided on business days during the regular opening hours of ClickOn.

11. Hosting

- 11.1 This article governs hosting.
- 11.2 The agreement specifies the hosting (method), the maximum disk space, the maximum data traffic, the period, other technical specifications, and the price.
- 11.3 The client ensures that the agreed maximum thresholds (disk space and data traffic) are not exceeded.
- 11.3 The client is responsible for the management (including verifying the configurations), the use of the hosting service, and the way in which the results of the hosting service are used.
- 11.4 The client will always act carefully and legitimately and refrain from conduct which violates laws and regulations in any way. ClickOn can immediately and without prior notice deny the client access to systems in case of (imminent) violations. ClickOn can terminate the agreement with immediate effect in that case.

12. Purchase & Rental of equipment

- 12.1 This article governs the purchase and rental of equipment.
- 12.2 The agreement specifies the equipment, whether the equipment is purchased or rented, the quantities, and, in case of rental, the period and the price.
- 12.3 The following applies to the purchase of equipment. ClickOn will make every effort to ensure that the equipment does not contain material or manufacturing errors. If the client nevertheless discovers such errors, and less than six months have expired between the time of delivery and the time a report is submitted to ClickOn, ClickOn will repair the equipment in question within a reasonable period at no cost (or have the equipment repaired). If ClickOn believes that repairing the equipment is (a) not possible, (b) will take too long, or (c) involves high costs, ClickOn may replace the equipment with similar equipment. This warranty will expire if errors are – whether or not partially – the result of (a) incorrect, careless, or incompetent use, (b) external causes, or (c) if the equipment (or the software running on this equipment) was changed without permission of the ClickOn.
- 12.4 The following applies to the rental of equipment. Before rented equipment will be provided to the client, ClickOn will always check and ensure that the equipment does not contain any material or manufacturing errors, is undamaged, and works properly. The equipment must be returned in the same condition at the end of the rental period.
- 12.5 The client may use the rented equipment for its own profession and/or business. The equipment may not be (a) encumbered, (b) transferred or made available to third parties, (c) modified, or (d) moved out of the Netherlands. The client must immediately inform ClickOn in case of damage to or loss of equipment. If this is the case, the client will be liable for the damage and must continue to pay the rental fees. The damage includes the repair and/or replacement costs of the equipment and damage arising from the temporary

unavailability of the equipment and any losses due to the inability to rent out the equipment.

13. Secondment

- 13.1 This article governs secondment.
- 13.2 In case of secondment, ClickOn will provide an employee to the client to perform work under the management and supervision of the client. The results of the work are at the risk of the client.
- 13.3 The employee will perform a 40-hour working week on regular business days and during regular work and break hours (between 08:00 and 18:00). Travel time and costs will be charged.
- 13.4 ClickOn has the right to replace the provided employee with another (skilled) employee. It may be (temporarily or permanently) impossible to provide a substitute employee in certain circumstances. Examples are leave, illness and/or the end of an employment relationship. Even though ClickOn will always look for a suitable solution, it will not be liable for damage in this respect.
- 13.5 The client is required to comply with laws and regulations with regard to safety at the workplace and the working conditions.
- 13.6 ClickOn will ensure the timely and complete payment of wage taxes, social security contributions, and turnover taxes.

14. Applicable law & Competent court

- 14.1 The agreement between ClickOn and the client is exclusively governed by the laws of the Netherlands. The applicability of the Vienna Sales Convention 1980 is excluded.
- 14.2 Any disputes will be submitted exclusively to the competent court of the District Court of Central Netherlands in Utrecht.

