

**General Terms and Conditions**  
**DevOps Company B.V.**

**1. Definitions**

<b>Offer/Offers</b>	Any Offer made by DevOps Company to enter into an Agreement.
<b>Tool(s)</b>	The software modules made available through the Service, including, where applicable, the underlying databases and development platforms with the corresponding data collections and the corresponding documentation.
<b>DevOps Company</b>	The private limited company, DevOps Company B.V., listed in the trade register of the Chamber of Commerce under number 81764278, being the user and publisher of these Terms and Conditions.
<b>Service(s)</b>	All services and/or work, of any nature whatsoever, performed by DevOps Company, in the broadest sense.
<b>User</b>	A natural person who is authorised by the Other Party to use the Services offered by DevOps Company.
<b>Data</b>	Data made available by DevOps Company through the Services or otherwise.
<b>Resources</b>	The Resources that the User has to install on his/her computer to be able to use the Services.
<b>Agreement</b>	Any Agreement between the Parties relating to DevOps Company's provision of Services to the Other Party.
<b>The Party or Parties</b>	DevOps Company and the Other Party, either jointly or separately.
<b>Personal Data</b>	Any data concerning a directly or indirectly identified or identifiable natural person, such as the user or the Other Party's employees, that is processed when using the Service.
<b>Portal</b>	The website (whether or not on or via mobile devices or apps) where the Other Party and User can use the Service.
<b>In Writing/Written</b>	By letter, e-mail or bailiff's notification.
<b>Server</b>	A computer or group of computers and related hardware ('the cloud') managed by or on behalf of DevOps Company, containing web server equipment, the applications, supporting software and/or database software, which is accessible via the internet.
<b>Means of Access</b>	The means, such as a token or combination of an access code and a username, which allows access to the Portal, Server and applications.
<b>Terms and Conditions</b>	These DevOps General Purchasing Terms and Conditions.

**Other Party** Any natural person and/or legal entity to whom DevOps Company makes an Offer to perform Services and/or who enters into an Agreement with DevOps Company.

**2. Scope of application**

- 2.1. These Terms and Conditions apply to all Offers and Agreements, as well as to all obligations arising from them and subsequent to them.
- 2.2. If the Terms and Conditions have been applicable to any Agreement, they will automatically – without the need for a separate agreement between the Parties concerned – apply to any Agreement concluded between the Parties after conclusion, unless the Parties have expressly agreed otherwise In Writing with regard to the Agreement in question.
- 2.3. DevOps Company expressly rejects the applicability to any Agreements of any general or specific terms and conditions used by the Other Party, unless and once DevOps Company has expressly declared In Writing that these terms are applicable to an Agreement. Acceptance in this way of the applicability of the Other Party's terms and conditions to an Agreement will under no circumstances imply that those terms and conditions will also tacitly apply to any Agreement concluded subsequently.
- 2.4. If any of the provisions of these Terms and Conditions are declared void or voidable by the Other Party, the other provisions of the Terms and Conditions will remain fully applicable to the Agreement. The Parties will consult with each other to replace a void or voided provision of the Terms and Conditions with a provision that is valid or cannot be voided, and that is in keeping with the purpose and intent of the void or voided provision as much as possible.
- 2.5. If an Agreement deviates from one or more provisions of the Terms and Conditions, the provisions of the Agreement will prevail. In that case, the other provisions of the Terms and Conditions continue to apply in full to the Agreement.
- 2.6. If translations of these Terms and Conditions have been issued, the Dutch version will prevail over the versions in any other language.
- 2.7. DevOps Company is entitled at all times to amend and/or supplement these General Terms and Conditions. DevOps Company will immediately inform the Other Party if it intends to do so. The Other Party will inform DevOps Company In Writing within 14 days whether it agrees with the proposed amendments and/or additions to the General Terms and Conditions.

**3. Offers**

- 3.1. Unless expressly stated otherwise, an Offer is subject to confirmation without obligation and is valid for the period stated in the Offer. If the Offer does not state a deadline for acceptance, the Offer will in any event expire thirty (30) days after the date stated in the Offer.
- 3.2. DevOps Company may revoke an Offer accepted by the Other Party during the term of validity within five (5) working days following the date of receipt of DevOps Company's acceptance, without this leading to any obligation on DevOps Company's part to compensate the Other Party for any damages suffered as a result.
- 3.3. DevOps Company may confirm an order given by the Other Party by means of an order confirmation. If the Other Party does not object within seven (7) days of receiving the order confirmation, the order will be accepted as set out in the order confirmation.
- 3.4. If the Other Party provides DevOps Company with information for the purposes of making an Offer, DevOps Company may assume that it is accurate and will base its Offer on that information. The Other Party indemnifies DevOps Company for any third-party claims regarding the use of data provided by or on behalf of the Other Party.

- 3.5. A price list or other overview in which prices are stated in a general sense that DevOps Company gives the Other Party never qualifies as an Offer.

#### **4. Conclusion of the Agreement**

- 4.1. With due observance of the remaining provisions of the Terms and Conditions, the Agreement is only concluded:
- (a) when the Other Party accepts an Offer; or
  - (b) by a Written confirmation of an order given by the Other Party (orally or In Writing) other than on the basis of an Offer; or
  - (c) because DevOps Company has effectively carried out an order given by the Other Party.
- 4.2. The Agreement substitutes and replaces all previous proposals, correspondence, agreements or other communications between the Parties that took place prior to entering into the Agreement, however much they may deviate from or are contrary to the Agreement.
- 4.3. Amendments and/or additions to the Agreement are only valid once DevOps Company has accepted them In Writing. DevOps Company is not obliged to accept amendments and/or additions to an Agreement and is entitled to demand that a separate Agreement be entered into. DevOps Company is entitled to charge the Other Party for any costs related to the amendments and/or additions to the Agreement.
- 4.4. DevOps Company will not be bound by any commitments or agreements with subordinates or representatives of DevOps Company vis-à-vis the Other Party, unless and to the extent that DevOps Company has confirmed these commitments and/or agreements In Writing with the Other Party.
- 4.5. After DevOps Company has provided Services to the Other Party, it will never be obliged to subsequently enter into Agreements with the Other Party.

#### **5. Prices and rates**

- 5.1. The price to be paid for the Services is in the Agreement.
- 5.2. The fees stated in the Agreement (including its appendices) and otherwise discussed by the Parties during the term of the Agreement are denominated in euro and do not include VAT and other government levies owed.
- 5.3. If the Other Party places an order with DevOps Company without expressly agreeing on a price, the order will be executed at the price applicable at the time of implementation of the Agreement, regardless of any previous Offers or prices.
- 5.4. DevOps Company is entitled to amend the agreed fees periodically, including the right to adjust the prices and rates once per contract year on the basis of the consumer price index. DevOps Company will inform the Other Party In Writing of adjustments to rates at least two calendar months in advance, without this giving the Other Party the right to terminate this Agreement with DevOps Company because of the price increase.
- 5.5. DevOps Company is entitled to pass on to the Other Party any amendments in the price of software licences imposed by DevOps Company's suppliers.

#### **6. Payment and receivables**

- 6.1. Payment of amounts invoiced by DevOps Company must always be made within the periods agreed on, but under no circumstances later than 14 days after the invoice date, and they must be made in a manner indicated by DevOps Company and in the currency stated on the invoice, unless DevOps Company indicates otherwise In Writing. DevOps Company is entitled to invoice periodically.
- 6.2. If an invoice is not paid in full within the stipulated period, the Other Party will immediately be in default by operation of law, without any further notice of default being required, and will owe interest of 1% per month from the date after the invoice concerned

is payable (unless the statutory commercial interest rate is higher, in which case that rate will apply), and part of a month will count as a whole month. Furthermore, the Other Party will bear all extrajudicial collection costs, and the Parties hereby set these costs in advance at at least 15% of the outstanding claim, with a minimum of €150, without prejudice to DevOps Company's right to claim the actual extrajudicial costs if they are higher.

- 6.3. If the Other Party is in default of payment of any invoice referred to in this article, all other outstanding invoices will also become immediately due and payable, without any further notice of default being required.
- 6.4. Payments made by the Other Party will serve to settle the costs owed, the interest and then the invoices due and payable that have been outstanding the longest, in that order, even if the Other Party states at the time of payment that the payment relates to another invoice.
- 6.5. The Other Party is not entitled to set off any amounts it owes to DevOps Company against any payments owed to DevOps Company. Objections to an invoice amount will not suspend the payment obligation.
- 6.6. DevOps Company is entitled to set off any claim against the Other Party against any debt DevOps Company may have against the Other Party or any legal entity or persons affiliated with the Other Party.
- 6.7. All DevOps Company's claims against the Other Party are immediately due and payable in the following cases:
  - (a) if, after entering the Agreement, DevOps Company learns of circumstances that give it reason to fear that the Other Party will not be able to fulfil its obligations. This will be at DevOps Company's sole discretion;
  - (b) if, on entering into the Agreement, DevOps Company asks the Other Party to provide security for the fulfilment of the Agreement and this security is not provided or is insufficient;
  - (c) if the Other Party applies for bankruptcy or suspension of payments, the Other Party is wound up or declared bankrupt or – insofar as the Other Party is a natural person – the Dutch Debt Management (Natural Persons) Act [*Wet Schuldsanering Natuurlijke Personen*] becomes applicable to the Other Party.
- 6.8. Based on its assessment of the Other Party's creditworthiness, DevOps Company is at all times entitled to demand security or full or partial payment in advance for the fulfilment of payments due and payment obligations that have not yet become due and payable. If and as long as the Other Party fails to provide the required security or full or partial payment in advance, DevOps Company is entitled to suspend its obligation to deliver and it will not owe the Other Party any compensation.

## **7. Availability and adjustments**

- 7.1. DevOps Company will make every effort to ensure that the agreed Service functions properly at all times and will endeavour to make sure that the level of availability, quality and security of the Service is as high as possible. However, DevOps Company does not guarantee that the Service will function without errors, malfunctions or interruptions.
- 7.2. DevOps Company reserves the right to adjust the technical and functional properties of the Service in the interim in order to improve the functionality, to repair any errors or to comply with applicable laws and regulations.
- 7.3. DevOps Company makes every effort to track and restore any errors in the Service. However, DevOps Company cannot guarantee that all errors will be restored.
- 7.4. If an adjustment as referred to in Articles 7.2 and 7.3 leads to a substantial change in the functionality of the Service, DevOps Company will, if possible, inform the Other Party In Writing before the adjustment becomes available.

- 7.5. DevOps Company reserves the right to temporarily shut down the Service for the purpose of, among other things, maintenance, adjustments or improvements to DevOps Company's and the Other Party's computer systems and/or Servers. DevOps Company will schedule these shutdowns outside office hours as much as possible and inform the Other Party in good time in advance of the scheduled shutdown. An announced decommissioning of the Service of this kind in no way qualifies as a shortcoming on DevOps Company's part in the fulfilment of its obligations vis-à-vis the Other Party.

## 8. **Resources**

- 8.1. The Other Party is responsible for the availability and functioning of the Resources required to access and use the Services, including the peripheral and other equipment and software used by the Other Party, auxiliary applications, configuration and internet connections, which meet the technical and functional specifications set by DevOps Company.
- 8.2. The Other Party is responsible for maintaining a connection to the power grid and other connections necessary for access to and use of the Service.
- 8.3. The use of the auxiliary applications may be subject to additional third-party licences and other conditions. DevOps Company does not guarantee the full functionality of the auxiliary applications used by the Other Party.

## 9. **Access to the Services**

- 9.1. The Other Party is responsible for all use of the Service and of the Means of Access made available to it, regardless of whether it has given its permission for this or not. DevOps Company cannot be held liable for any of the Other Party's and/or third parties' damages caused by the unauthorised use of the Means of Access.
- 9.2. The Means of Access provided is non-transferable, strictly personal and exclusively for use within the Other Party's organisation. The Other Party will observe due care with respect to the use of the Means of Access and will observe its secrecy with respect to third parties.
- 9.3. DevOps Company may change the Means of Access at its own discretion, and DevOps Company will inform the Other Party of any changes in good time.
- 9.4. The Other Party will immediately inform DevOps Company of unauthorised use of the Means of Access or if the Other Party reasonably suspects that this use may be an issue.
- 9.5. The Other Party may ask DevOps Company to block the Means of Access. DevOps Company is also entitled to block the Means of Access at any time on its own initiative if DevOps Company becomes aware of any unauthorised use of the Means of Access. In that case, DevOps Company cannot be held liable for any of the Other Party's and/or third parties' damages caused by blocking the Means of Access.

## 10. **User rights**

1. Rights of use are not transferable without DevOps Company's or its licensors' Written permission. The Other Party is not permitted to rent, sell, dispose of, lease or pledge the Services or transfer them as collateral to third parties or to cede them to third parties under any title, for whatever purpose, or to allow third parties to use them.

## 11. **Use of the Service**

- 11.1. When using the Service, the Other Party in any case guarantees that he/she/it and the User(s) will observe the following rules, insofar as relevant:
- a. The Other Party is responsible for protecting its peripheral and other equipment, software, infrastructure and internet connection against viruses, computer crime and (other) unlawful use by User(s) or third parties.

- b. When using the Service, the Other Party and/or User will not spread computer viruses or other files that could compromise the Service and its functioning.
  - c. The Other Party and/or the User will not perform or allow others to do anything that may cause disruptions in the Service, their own computer and other networks or infrastructures, or those of other users, or do anything that may cause inconvenience, restrict the use or cause unforeseen use for themselves or other users.
  - d. The Other Party is only entitled to allow the Services to be used by end users within its organisation and for the purposes of its organisation. The Other Party is not permitted to allow third parties to use the Service.
  - e. The Other Party and/or the User will not send large quantities of unsolicited messages with the same or similar content, i.e. spam.
  - f. The Other Party and/or the User must not misuse the Means of Access or breach and/or attempt to breach the Service's security system.
  - g. The Other Party and/or User must not perform or must refrain from performing any acts of which it knows or reasonably ought to know that they could result in using the Service in a way that is criminal or unlawful with respect to DevOps Company and/or third parties.
  - h. The Other Party and/or User will not disclose or distribute any racist or discriminatory material and/or pornography or child pornography. 'Distribute' also refers to placing on or distributing via the Service's infrastructure.
  - i. The Other Party and/or User will not intentionally and without permission infiltrate a computer system or part of it, i.e. hack it, against the will of the owner or manager.
  - j. The Other Party and/or User will not violate any intellectual property rights vested in DevOps Company and/or third parties in any way.
  - k. The Other Party and/or User will not disclose, reproduce or otherwise use information and Data provided by DevOps Company in the context of the Service, other than for use in the Other Party's internal business operations, without DevOps Company's express prior Written permission.
  - l. The Other Party and/or User will at all times enforce third-party licences and other conditions as referred to in Article 12.
- 11.2. If the Other Party and/or User(s) acts contrary to one or more of the aforementioned rules, the Other Party is obliged to follow the reasonable instructions given by DevOps Company in this respect and to ensure that the User(s) adhere to them.
- 11.3. If data that is stored, edited, processed or otherwise entered using the Service is unlawful with respect to third parties, DevOps Company is entitled to delete this data from the Server immediately and destroy it, without prior notice. The Other Party hereby grants DevOps Company permission to remove and destroy all infringing data from the Server. Under no circumstances whatsoever can DevOps Company be held liable for the damages ensuing from these actions.
- 11.4. DevOps Company is entitled to prevent access to the Services by disabling the Means of Access or to suspend the provision of Services if it has a strong suspicion that they are being used in breach of the provisions of the Agreement. The payment obligation will remain in full force during this decommissioning.
- 12. Third-party applications**
- 12.1. If DevOps Company makes applications or other third-party software available to the Other Party when performing the Service, the conditions of these third parties will apply to these applications and/or other software. The Other Party accepts the said third-party conditions.
- 12.2. If the Other Party has to purchase or use third-party applications or other software for the proper performance of the Service, the Other Party guarantees that it will always act

in accordance with the conditions that the third party in question attaches to the purchase or use.

- 12.3. If and insofar as the aforementioned third-party conditions relevant to the relationship between the Other Party and DevOps Company are deemed not to apply or are declared inapplicable for whatever reason, the provisions that apply to DevOps Company and the Other Party regarding the use of software will apply. The Other Party can never hold DevOps Company liable for the consequences of not complying with this stipulation.
- 12.4. With respect to the use and maintenance of third-party applications, DevOps Company can never be held to account for more or anything else than that which applies in the relationship between DevOps Company and the relevant supplier of that application.

### **13. Access and performance of the Services**

If the Other Party fails to comply with any obligation under the Agreement, DevOps Company is entitled to block access to the Service entirely or partially and to suspend its Services seven days after a prior demand or notice of default.

### **14. Intellectual property rights**

- 14.1. All intellectual property rights to all applications, interfaces, other software, Data, documentation and other materials developed or made available within the framework of the Services, which may be subject to any kind of intellectual property rights, are vested exclusively in DevOps Company or its licensors.
- 14.2. The Other Party only acquires the non-exclusive rights of use and powers as granted in the Agreement or expressly granted otherwise In Writing. The Other Party will not otherwise reproduce or disclose the applications, interfaces, other software, Data, documentation and other materials developed or made available within the framework of the Services. The Other Party is not permitted to remove or amend any specifications concerning copyrights, brands, trade names or other intellectual property rights from applications, interfaces, other software, Data, documentation and other materials developed or made available within the framework of the Services, including specifications concerning the confidential nature and secrecy of the materials.
- 14.3. DevOps Company is permitted to take technical measures to protect the applications, interfaces, other software, Data, documentation and other materials developed or made available as part of the Services, provided that these measures do not adversely affect the functionality. If the applications, interfaces, other software, documentation and other materials developed or made available within the framework of the Services are secured using technical protection, the Other Party will not be permitted to remove or circumvent this security.
- 14.4. The Other Party is not entitled to independently rectify errors in the software of the Service or to have them rectified, to modify the software, to transfer it to other equipment, to link it to other equipment and software, to independently expand its functionality, to change parameters and/or to remove security features.

### **15. Data belonging to the Other Party**

- 15.1. The Other Party remains the owner of the data stored, edited, processed or otherwise entered using the Services.
- 15.2. The Other Party and its Users will determine what data is stored, edited, processed or otherwise entered using the Service. DevOps Company has no knowledge of this information. The Other Party therefore remains responsible for the data entered by it; for this reason, DevOps Company cannot be held liable for any damages resulting from the data entered by the Other Party. The Other Party indemnifies DevOps Company for third-party claims for damage compensation that these third parties might claim from DevOps Company in any way, insofar as this claim is based on the Other Party's use of the Service.

- 15.3. DevOps Company is not obliged to verify the correctness and completeness of the data provided, and it therefore cannot be held liable for the consequences of the use of incorrect and/or incomplete information provided by the Other Party.
- 15.4. The Other Party hereby irrevocably authorises DevOps Company to use the data referred to in Article 15.1 anonymously, solely and in combination with data from DevOps Company's other parties, for analyses and to use these analyses for its own purposes, whether or not for the purpose of improving the software. The intellectual property rights to the results of these analyses and the resulting reports are vested exclusively in DevOps Company.

## 16. **Data**

The Data may only be used for the purpose stated in the Agreement, being the performance of the Services by DevOps Company. For this reason, the Other Party and Users are expressly not permitted to use the Data for the Other Party's activities, including activities that are in competition with DevOps Company, and/or the Other Party's other activities that result in loss of turnover and/or profit and/or other damages for DevOps Company.

## 17. **Privacy and the processing of Personal Data**

- 17.1. DevOps Company provides its Services in accordance with the General Data Protection Regulation.
- 17.2. If DevOps Company believes it is relevant for the implementation of the Agreement, the Other Party will inform the DevOps Company, at its request, promptly and In Writing, of the ways in which the Other Party is complying with its obligations under personal data protection legislation, including the General Data Protection Regulation.
- 17.3. The Other Party indemnifies DevOps Company against any claims by individuals whose Personal Data has been recorded or processed in the context of the Other Party's registration of Personal Data, or for which the Other Party is legally responsible in any other way, unless the Other Party proves that the facts on which the claim is based can be attributed exclusively to DevOps Company.
- 17.4. The Other Party is solely responsible for the Personal Data that is processed using Services that DevOps Company provides. The Other Party guarantees that, with respect to DevOps Company, the contents, use and/or processing of the Personal Data are not unlawful and do not infringe any third-party rights. The Other Party indemnifies DevOps Company against any legal claims from third parties, for any reason whatsoever, in connection with this Personal Data or the implementation of the Agreement.
- 17.5. If DevOps Company is obliged to provide some kind of information security pursuant to the Agreement (other than pursuant to the General Data Protection Regulation), that security will meet the specifications regarding security that have been agreed In Writing between the Parties. If there is no description of the security in the Agreement, it will meet a level that is not unreasonable in view of the state of the art, the sensitivity of the data and the costs associated with implementing the security.

## 18. **Liability and compensation**

- 18.1. DevOps Company will be liable vis-à-vis the Other Party for damages suffered by the Other Party that are the direct and exclusive consequence of a breach of contract under the Agreement and are attributable to DevOps Company, and that become apparent within one (1) month at most after the termination of the Agreement.
- 18.2. This liability will be limited to a maximum of once (1) the average value of the last three (3) invoices excluding VAT and any third-party costs included in the invoice. These amounts are capped at €20,000. This limitation of liability applies mutatis mutandis to any obligation to indemnify that DevOps Company may have. The following do not qualify for compensation:



- (a) damages caused by acts or omissions on the part of the Other Party or third parties carried out contrary to the instructions given by DevOps Company or contrary to the Agreement and the Terms and Conditions;
- (b) damages as a direct or indirect consequence of incorrect, incomplete and/or inadequate information given to DevOps Company by or on behalf of the Other Party.

If and insofar as the Services and their functioning depends on the services and functioning provided by third parties, DevOps Company will never be liable for any damages resulting directly or indirectly from the failure of the services provided by these third parties to function or to no longer function, whether or not as a result of the fact that the Other Party and/or DevOps Company is denied access to these services, other than as a result of an attributable breach on the part of DevOps Company vis-à-vis these third parties pursuant to an agreement entered into with these third parties.

- 18.3. The Other Party indemnifies DevOps Company from all third-party claims resulting from damages occurring due to or in connection with Services provided by DevOps Company.
- 18.4. A series of related events causing damages will be considered as one event/damaging event for the purposes of this article.
- 18.5. The limitations and/or exclusions of liability included in this article also apply in favour of DevOps Company's staff and the auxiliary staff who are involved in DevOps Company's implementation of an Agreement.

## 19. **Suspension and termination of the Agreement**

- 19.1. DevOps Company is entitled to suspend the fulfilment of its obligations or to terminate the Agreement if the Other Party fails to fulfil its obligations under the Agreement at all, fully or in good time or if, after DevOps Company enters into the Agreement, it comes to its attention that there are circumstances giving it good grounds to fear that the Other Party will not fulfil its obligations, if, when entering into the Agreement, the Other Party was asked to provide security for the fulfilment of its obligations under the Agreement and this security is not provided or is insufficient or if, due to a delay on the part of the Other Party, it can no longer be required of DevOps Company that the Agreement be fulfilled under the conditions agreed originally.
- 19.2. Furthermore, DevOps Company is entitled to terminate the Agreement if circumstances arise of such a nature that compliance with the Agreement is impossible, or if other circumstances arise of such a nature that adhering to the unaltered Agreement cannot reasonably be expected of DevOps Company.
- 19.3. If the Agreement is terminated, all DevOps Company's claims against the Other Party become immediately due and payable. If DevOps Company suspends performance of its obligations, it will retain its rights under the law and the Agreement.
- 19.4. In the event of liquidation, suspension of payments or bankruptcy or applying for these, attachment – if and to the extent that the attachment has not been lifted within three months – at the Other Party's expense, debt restructuring or another circumstance as a result of which the Other Party is no longer in a position to dispose freely of its assets, DevOps Company will be furthermore at liberty to terminate the Agreement without delay and with immediate effect either entirely or in part. In that case, any claims that DevOps Company has against the Other Party will be immediately due and payable.
- 19.5. If DevOps Company proceeds with suspension or termination, it will not be obliged in any way to pay compensation for damages and expenses arising as a result.
- 19.6. If the termination is attributable to the Other Party, DevOps Company is entitled to compensation for the damages, including the costs incurred directly and indirectly as a result.

- 19.7. If, at the time of termination, the Other Party has already benefited from performances in the implementation of the Agreement, these performance and the associated payment obligations cannot be undone, unless the Other Party proves that the DevOps Company is in default with regard to the material part of the performances. Any amounts invoiced by DevOps Company prior to the cancellation of the Agreement in connection with the work or deliveries it has already undertaken in the implementation of the Agreement will remain due in full, subject to the provisions of the previous sentence, and will become immediately payable on the date of cancellation. In addition, the Other Party will be charged in full for the work performed and the working hours reserved for the implementation of the Agreement.

20. **Force majeure**

- 20.1. Force majeure means any failure in the implementation of an Agreement that cannot be attributed to DevOps Company.

- 20.2. Force majeure as referred to in Article 20.1 in any event – but not exclusively – means a shortcoming as a result of (a) problems with and/or serious disruptions of the production process at suppliers, including utility companies; (b) failure on the part of third parties to deliver the required materials; (c) wilful misconduct or gross negligence on the part of auxiliary staff; (d) strikes; (e) excessive absenteeism of staff due to illness; (f) fire; (g) exceptional weather conditions (such as floods); (h) government measures (both domestic and international), including import and export bans and import and export impediments; (i) war, mobilisation, disturbances, riots, being under a state of siege; (j) sabotage; (k) traffic congestion; (l) machinery failures; (m) transport delays; (n) DDoS attacks and/or (o) (global) pandemics.

- 20.3. In the event of force majeure, DevOps Company will either have the choice of suspending the implementation of the Agreement until the situation of force majeure ceases or terminating the Agreement either entirely or in part, regardless of whether DevOps Company initially opted for suspension. The Other Party will not be entitled to any compensation in either case. If the period during which it is impossible to fulfil the obligations due to force majeure lasts longer than thirty (30) days, the Other Party will also be entitled to terminate the Agreement partially (for the future), on the understanding that and/or in accordance with Article 20.4 DevOps Company will be entitled to send an invoice for the work already carried out. If the Agreement is terminated in part, there will be no obligation to pay compensation for damages (if applicable).

- 20.4. If and/or when the force majeure situation commences DevOps Company has already partially fulfilled its obligations or can only fulfil part of its obligations, it is entitled to separately invoice for that part, and the Other Party must pay this invoice as if it related to a separate Agreement.

21. **Confidentiality and ban on the taking over of staff**

- 21.1. Both Parties undertake to observe secrecy regarding all confidential information that they have received from one another or from another source in the context of their Agreement. Information will be considered confidential if this has been stated by a Party or if this follows from the nature of the information.

- 21.2. If, pursuant to a legal provision or a court decision, DevOps Company is required to disclose confidential information to third parties designated by law or by the competent court and DevOps Company is unable to invoke a legal right to refuse to give evidence that is recognised or authorised by law or by the competent court, DevOps Company will not be liable for damages or compensation and the Other Party will not be entitled to terminate the Agreement.

- 21.3. The Other Party is obliged to inform DevOps Company In Writing during the term of the Agreement, as well as during a period of one year after termination of the Agreement, if the Other Party in any way, other than by virtue of the provisions of the Agreement, wants to use the services and/or work of DevOps Company's employees, regardless of

whether these services and/or work will be performed by the employee in question as an employee, or as a self-employed person, or through a third party, or in any other way.

21.4. During the term of the Agreement, the Other Party will refrain from seeking (direct) contact with and/or give instructions to DevOps Company's employees other than the employees who perform work for the Other Party on the basis of this Agreement, regardless of whether this contact and/or these instructions are intended to have these other employees work for the Other Party, directly or indirectly, as employees, as self-employed persons, through a third party or in any other way. Any contact regarding the deployment of employees during the term of this Agreement will be made through the contact person designated by DevOps Company.

21.5. If the Other Party wishes to use the services and/or work of DevOps Company employees within a period of one year after termination of the Agreement, regardless of the reason for termination and regardless of whether these services and/or work will be performed by the employee as an employee, self-employed person, through a third party or in any other way, the Other Party will owe DevOps Company a reasonable fee for the service provided by DevOps Company in connection with the deployment of the employee in question at the Other Party. DevOps Company will decide what a 'reasonable fee' is.

21.6. If the Other Party violates the provisions of Articles 21.4. and 21.5., the Other Party will owe DevOps Company an immediately payable penalty, without notice of default, equal to 12 times the highest gross monthly salary paid by DevOps Company to the employee in question, which will be set at at least €80,000 (eighty thousand euro) or, if the employee is not employed by DevOps Company, the total amount of fees paid over the previous twelve (12) months in which the employee carried out work on DevOps Company's behalf. The penalty will be increased by €7,000 (seven thousand euro) for each day that the violation continues. This penalty is without prejudice to DevOps Company's right to claim compensation for actual and future damages instead of the aforementioned penalty.

## **22. Duration of the Agreement, terms and consequences of termination**

22.1. Unless agreed otherwise In writing, the Agreement is entered into for a period of one year, subject to tacit renewal of one year each time. Each Party will always be entitled to terminate the Agreement In Writing subject to a notice period of one month before the end of the period concerned, failing which the Agreement will be renewed each time by the aforementioned period.

22.2. If a period has been agreed or stated for the performance of certain work or for the delivery of certain Services, this is never intended to be a final deadline. If a period is exceeded, the Other Party must give DevOps Company notice of default In Writing, providing reasons or stating the specific topic. In the process, DevOps Company must be given a reasonable period of at least 30 days in which to implement the Agreement.

## **23. Consequences of termination**

1. If the Agreement is terminated, DevOps Company and the Other Party will always cooperate in good faith in providing any support required by the Other Party in the migration of the Data entered when using the Services and in the transfer of this Data to the Other Party or to a third party designated by the Other Party during this 'migration period'. The migration will be initiated by the Other Party, and the duration of the migration period will be determined in consultation with DevOps Company, but will never go beyond one month after the end of the Agreement unless agreed otherwise. The continuous availability of the Data and Services is paramount in this case. The Parties will discuss the extent of the efforts that DevOps Company must make. DevOps Company will charge for the expenses it incurs in connection with the migration of the Services to the Other Party.

## **24. Applicable law and competent court**

- 24.1. All Agreements entered into by DevOps Company are governed exclusively by the laws of the Netherlands, and the Vienna Sales Convention is excluded.
- 24.2. All disputes between the Parties will be settled exclusively by the District Court of Central Netherlands, Utrecht location.