

Section 1 General

1.1 Scope Of Application

1.1.1 These general conditions, referred to below as: 'NEXTVIEW terms and conditions' comprise the following sections:

Section 1	General
Section 2	Purchase of Secondment services
Section 3	Delivery of Secondment services
Section 4	Development of Software

1.1.2 Where the term 'general conditions' is used in these NEXTVIEW terms and conditions, this will mean the provisions of the General section in combination with the provisions of one or more (specific) chapters.

1.1.3 This 'General section' is applicable to all offers and contracts in which Nextview Holding BV or one of the companies forming part of its group, referred to below as: 'NEXTVIEW', delivers services of any nature and under any title whatsoever to its contract party, hereinafter: "Counterpart". In the event of any part of this General section being contrary to or irreconcilable with the provisions of the applicable specific chapter or chapters, the provisions of the relevant specific chapter or chapters will take precedence.

1.1.4 Deviations from and additions to these general conditions shall be applicable exclusively if agreed in writing between the parties.

1.1.5 The applicability of Counterpart's purchasing or other conditions is expressly rejected.

1.1.6 In the event of any condition of these general conditions being invalid or being set aside, the other conditions of these general conditions will remain fully in effect. NEXTVIEW and Counterpart will in that case enter into consultation in order to agree upon new conditions in order to replace the invalid conditions or conditions that have been set aside, which conditions shall be as closely as possible with the purpose and tenor of the invalid conditions or ones that have been set aside.

1.2 Offers

1.2.1 In the absence of written statement to the contrary by NEXTVIEW, all offers and other communications of NEXTVIEW are subject to contract. Commencement of an employee of Counterpart is considered to be an acceptance of offered prices.

1.2.2 Counterpart guarantees the accuracy and completeness of information provided by him or on his behalf to NEXTVIEW.

1.3 Price and payment

1.3.1 All prices are exclusive of turnover tax (VAT) and other governmental levies. In the absence of agreement to the contrary, all prices are given in euros and all of Counterpart's payments shall be made in euros.

1.3.2 All preliminary calculations and estimates issued by NEXTVIEW are of no more than an indicative nature unless NEXTVIEW has made specific statement to the contrary. Counterpart cannot under any circumstances derive any rights or expectations from a preliminary calculation or estimate issued by NEXTVIEW.

1.3.3 If Counterpart comprises several natural persons and/or legal entities, each of these persons or entities shall be jointly and severally liable for the amounts payable under the contract.

1.3.4 The relevant documents and details in the administration or systems NEXTVIEW constitute full evidence regarding the services delivered by NEXTVIEW and the amounts payable for them by Counterpart, without prejudice to the right of Counterpart to supply evidence to the contrary.

1.3.5 In cases where Counterpart has a periodic payment obligation, NEXTVIEW shall have the right to adjust the current prices and rates in writing within a minimum term of three months. If Counterpart does not agree to such a price adjustment Counterpart shall have the right to cancel the contract in writing towards the date on which the adjustment is to come into effect, observing a thirty-day notice period. Counterpart shall not however have this right of termination if it has been agreed between the parties that the current prices and rates will be adjusted in accordance with an index or other standard agreed between the parties.

1.3.6 If the client of NEXTVIEW suspends payment to NEXTVIEW for whatever reason, NEXTVIEW is entitled to suspend payment to Counterpart without being held liable for interest or compensation. After payment by the client of NEXTVIEW, NEXTVIEW shall immediately pay the amount owed to Counterpart.

1.3.6 The parties will lay down in the contract the date or dates on which NEXTVIEW will bill Counterpart for the agreed services. Payable amounts shall be paid by Counterpart in accordance with the payment conditions agreed or stated in the invoice. In the absence of a specific arrangement, Counterpart shall pay invoices within a term of 30 days. Counterpart does not have the right to suspend any payment or to set off amounts owed.

1.3.7 In the event of Counterpart failing to remit the payable amounts or to do so on time, Counterpart shall be liable for the payment of statutory trade interest over the outstanding amount, without any warning or notice of default being required. If Counterpart continues to fail to remit payment following a demand or notice of default, NEXTVIEW may refer the debt for collection, in which case Counterpart will be liable – in addition to the total payable amount – for payment of all judicial and extrajudicial costs, including all costs charged by external experts.

1.3.8 NEXTVIEW has the option of indexing its rates annually on 1 January of the following year. This indexing will be based on the relevant percentage set by Centraal Bureau voor de Statistiek (CBS).

1.4. Confidentiality and takeover of personnel

1.4.1 Counterpart and NEXTVIEW shall ensure that confidentiality is observed regarding all information received from the other party that they know or can reasonably be expected to know is confidential. The party receiving confidential information shall use it exclusively for the purpose for which it was provided. Information shall in all cases be regarded as confidentiality if it is designated as such by one of the parties. For marketing purposes, NEXTVIEW is entitled to use Counterpart's name as a reference.

1.4.2 For the term of the contract and for one year following its termination, other than with the prior written permission of the other party, both parties shall refrain from employing or otherwise using the services, directly or indirectly, of employees of the other party that are or have been involved in the execution of the contract. Conditions may be attached to that permission.

1.4.3 In case of breach of the stipulations in article 1.4.1 or 1.4.2 Counterpart shall forfeit an immediately due and payable penalty of EUR 50,000 for each breach, and EUR 2,500 for each day that such a breach continues.

1.5 General Conditions for Personal Data Protection

1.5.1 If NEXTVIEW considers this to be important to the execution of the contract, Counterpart shall, on request, inform NEXTVIEW without delay and in writing of how Counterpart is meeting its obligations in the context of legislation in the personal data protection area.

1.5.2 In collecting and (further) processing personal data in the framework of the agreement from or for the Counterpart, NEXTVIEW will comply with the obligations and shall take adequate protective measures as arising from the General Data Protection Regulations (GDPR), the GDPR Implementation Act and, from the moment it comes into effect, the ePrivacy Regulation and all related legislation and regulations.

1.5.3 If in its own judgement NEXTVIEW must be considered to be a data processor as intended in the GDPR, at the first request of NEXTVIEW, in addition to the provisions in this article, the Counterpart will enter into and sign a written data processing agreement with NEXTVIEW, in accordance with the model to be supplied by NEXTVIEW.

1.5.4 The Counterpart indemnifies NEXTVIEW against all claims from third parties (including at least users and government authorities), financial government sanctions and costs (including lawyer's fees) relating to these claims, that arise from a violation by the Client of any personal data protection laws.

1.5.5 Counterpart shall indemnify NEXTVIEW against all claims of persons whose personal data have been registered or are processed in the context of personal registration and which are held by Counterpart or for which Counterpart otherwise has a legal responsibility, unless Counterpart demonstrates that the facts underlying the claim can be attributed exclusively to NEXTVIEW.

General Purchasing or Sale Conditions for Personal Data Protection:

1.5.6 The Counterpart guarantees NEXTVIEW that in the collection and (further) processing of personal data in the framework of the agreement from or for NEXTVIEW, it will comply with all obligations arising from the General Data Protection Regulation (GDPR), the GDPR Implementation Act, and from the moment it comes into effect, the ePrivacy Regulation, and all related legislation and regulations.

1.5.7 The Counterpart guarantees that the Goods and Services (including subsequent changes), the processing of personal data using those Goods and

Services, and the storage by the Counterpart or its subprocessors of personal data entered and processed satisfy all legal requirements, and the principles considered relevant by the legislator, including data protection by design, data protection by default and data minimalization. As necessary, on its own initiative, the Counterpart will submit relevant improvement proposals to NEXTVIEW.

1.5.8 The Counterpart guarantees that it has issued all information to NEXTVIEW, and has withheld no relevant facts in respect of the extent to which the Goods and Services satisfy these regulations and legislation. If it emerges that (characteristics or functions of) Goods or Services must be altered due to current or amended personal data protection laws, the Counterpart will take due responsibility, for its own account.

1.5.9 The Counterpart is not authorized at any moment to use the personal data placed at its disposal in any manner, either fully or partially, other than for the implementation of the agreement, or to have it used for such other purposes.

1.5.10 The Counterpart guarantees, in accordance with the data processing agreement referred to herein below, that it will at all times maintain an adequate level of technical and organisational security to protect the personal data processed on behalf of NEXTVIEW.

1.5.11 If in the judgement of NEXTVIEW the Counterpart must be considered to be a data processor as intended in the GDPR, at the first request of NEXTVIEW, in addition to the provisions in this article, the Counterpart will enter into and sign a written data processing agreement with NEXTVIEW.

1.5.12 To satisfy the information obligations arising from the GDPR, as necessary for each Good or Service, the Counterpart will draw up a privacy statement that will be submitted to every user or customer of NEXTVIEW by the Counterpart, prior to commissioning. The Counterpart will send a draft copy to NEXTVIEW, in which any changes by NEXTVIEW will be processed by the Counterpart. The Counterpart will comply with any undertakings issued in this privacy statement to users or customers of Nextview, and guarantee the rights of the data subjects (including access, correction and deletion).

1.5.13 The Counterpart indemnifies NEXTVIEW against all claims from third parties (including at least users and government authorities) and against all losses, financial government sanctions and costs (including the lawyer's fees) relating to these claims, that arise from a violation by the Counterpart of any of the guarantees contained in articles 1 through to 5, and/or a violation of any obligation upon the Counterpart arising from the processor's agreement referred to hereinabove.

1.5.14 The Counterpart will guarantee that at the end of the use of a Good or Service by a user as authorised by NEXTVIEW, at the user's first request, data will be able to be transferred to another service provider, in accordance with the GDPR. Also if NEXTVIEW terminates the agreement (for whatever reason, in whatever manner), the Counterpart will for a reasonable charge of not more than EUR 5,000 excluding VAT provide all necessary cooperation in the migration and transfer of its data and that of users to another provider or application.

1.5.15 After the end of the agreement, the Counterpart will delete all personal data received from NEXTVIEW, acquired in the framework of implementation of the work for NEXTVIEW, and at the first request of NEXTVIEW, provide proof to NEXTVIEW of such deletion.

1.6 Intellectual property rights

1.6.1 In the absence of an agreement to the contrary between the parties, all intellectual property rights to developed software, websites, databases, equipment or other materials such as analyses, designs, documentation, reports, quotations and their preparatory materials developed or made available to the client under the contract shall be held exclusively by NEXTVIEW, its licensors or its suppliers. Counterpart shall exclusively acquire the rights of use expressly assigned to him under these general conditions and by law. A right of use enjoyed by Counterpart shall be non-exclusive, non-transferrable and not subject to sub-licensing.

1.7 Dissolution and termination of the contract

1.7.1 Either party is authorised to dissolve the contract only if the other party, after being sent in all cases correctly formulated notice of default providing as much detail as possible and setting a reasonable period of time within which the other party should rectify the breach, fails attributable to comply with a material obligation pursuant to this contract. Payment obligations on the part of Counterpart and all other obligations to cooperate on the part of Counterpart or a third-party engaged by Counterpart shall at all times be regarded as being material contractual obligations.

1.7.3 Agreements which in view of their nature and content do not end upon their completion and are entered into for an indefinite period of time can be terminated in by either party under close consultation and giving reasons. If the parties have

not agreed on a notice period, a reasonable notice period must be observed. The parties shall not under any circumstances be obliged to pay any compensation for damages related to termination.

1.7.4 Counterpart is not under any circumstances entitled to prematurely terminate a contract of service entered into for a specific period of time.

1.8 Liability of NEXTVIEW

1.8.1 The overall liability of NEXTVIEW for a culpable breach of contract or any other reason, explicitly including all failures to comply with a guarantee obligation agreed with Counterpart, shall be limited to payment of the direct losses up to a maximum of the price stipulated for that particular contract (not including VAT). If the agreement is principally a continuing performance contract with a term of more than one year, the agreed price for the contract shall be set at the total fees (excluding VAT) stipulated for one year. The overall liability of NEXTVIEW for direct losses of any nature will not however amount under any circumstances to more than € 500,000 (five hundred thousand euros).

1.8.2 The liability of NEXTVIEW for losses caused by death or physical injury or by material damage to goods shall not under any circumstances total more than € 1,250,000 (one million, two hundred and fifty thousand euros).

1.8.3 NEXTVIEW cannot be held liable for indirect losses, consequential losses, loss of profits, missed savings, reduced goodwill, losses caused by operational stagnation, losses resulting from claims of customers of Counterpart and losses related to the engagement of suppliers prescribed by Counterpart to NEXTVIEW. Neither can NEXTVIEW be held liable for the mutilation, destruction or loss of data or documents.

1.8.4 The exclusions and limitations of liability of NEXTVIEW as provided for in the previous paragraphs shall not in any way affect the other exclusions and limitations of liability of NEXTVIEW under the chapter General and the other agreed chapters of these NEXTVIEW terms and conditions.

1.8.5 The exclusions and limitations provided for in this paragraph shall be null and void if and insofar as the loss can be attributed to intentional act or omission or deliberate recklessness on the part of NEXTVIEW's management.

1.8.6 Unless compliance by NEXTVIEW is permanently impossible, NEXTVIEW shall be liable for culpable breach of contract exclusively provided that Counterpart immediately issues NEXTVIEW with written notice of default, setting a reasonable term to resolve the breach of contract and NEXTVIEW continues to culpably fail to meet its obligations following expiry of that period. The notice of default must contain a complete description of the failure to perform in as much detail as possible so that NEXTVIEW is able to put forward an adequate response.

1.8.7 Counterpart is responsible for the timely and full payment of all income tax, social security contributions and turnover tax payable in connection with the contract with the client. Counterpart indemnifies NEXTVIEW and the client against all claims of the tax authorities or the agencies implementing social insurance legislation payable owing to the contract with the client, subject to the condition that the client immediately informs Counterpart of the existence and the content of the claim and leaves the settlement of the matter, including the arrangement of any settlements, entirely to Counterpart.

1.8.8 NEXTVIEW shall at all times be entitled to request Counterpart to deliver a statement of an accountant or to open a blocked account (*G-rekening*) to allow NEXTVIEW to deduct the taxes and social security contributions from any amounts due to the Counterpart and transfer these amounts to the blocked account for payment to the tax authorities or UUV.

1.8.9 NEXTVIEW accepts no liability for the selection of the seconded employee or the results of the work carried out under the supervision and management or direction of the client.

1.8.10 Counterpart is liable for all losses suffered by the seconded employee during or in connection with the work he is instructed to do. Counterpart indemnifies NEXTVIEW against all claims of third-parties arising from or which can be traced back to the work performed by the seconded employee under the contract.

1.8.11 The provisions of this article and all other limitations and exclusions of liability provided for in these NEXTVIEW terms and conditions shall also apply to all persons and legal entities engaged by NEXTVIEW for the execution of the contract.

1.9 Force majeure

1.9.1 Neither of the parties shall be obliged to meet any obligation, including any guarantee obligation agreed between the parties, if prevented from doing so as a result of force majeure. Force majeure is defined (among other things) as: (i) force majeure on the part of suppliers of NEXTVIEW, (ii) the failure of suppliers prescribed by Counterpart to NEXTVIEW to properly meet their obligations, (iii)

faultiness of goods, equipment, software or materials of third-parties, the use of which is prescribed by Counterpart to NEXTVIEW, (iv) governmental measures, (v) power cuts, (vi) failure of the internet, computer network or telecommunication facilities, (vii) war, (viii) lockout, (ix) strike, (x) general transport problems and (xi) the unavailability of one or more members of staff.

1.9.2 If the duration of a force majeure situation exceeds ninety days, either party shall be entitled to terminate the contract in writing. Work that has already been completed under the contract shall in that case be settled on a pro-rata basis, without either party being liable to the other.

1.10 Amendments and additional work

1.10.1 In the event of NEXTVIEW carrying out work or services on the request or with the prior approval of Counterpart that go beyond the content or scope of the agreed work and/or goods or services, Counterpart will pay NEXTVIEW for that work or those goods or services at the agreed rates, or in the absence of agreed rates at NEXTVIEW's usual rates. NEXTVIEW is not however obliged to comply with such a request and can require that a separate written contract be entered into for that purpose.

1.10.2 Counterpart accepts that the work or goods or services provided for in this article may affect the agreed or anticipated time of completion of the service and the mutual responsibilities of Counterpart and NEXTVIEW. The fact that (a request for) additional work arises during the execution of the contract cannot under any circumstances give Counterpart cause to terminate or dissolve the contract.

1.11 Applicable law and disputes

1.11.1 Dutch law will apply to all agreements between parties.

1.11.2 In the event of disputes arising the parties will first of all set out to resolve them under mutual consultation. If this consultation does not yield the result desired by both parties, the parties can decide to refer the case for arbitration.

Section 2 Purchase of Secondment services (Including consultancy and project management)

2.1 Scope Of Application

The NEXTVIEW terms and conditions comprise of the General section with the addition of one or more specific sections for each product or service. The provisions of this section are applicable in addition to the General section if Counterpart makes one or more employees or contractors (hereinafter to be referred to as: "employee") available to NEXTVIEW or its client (NEXTVIEW or its client, hereinafter to be referred to as: "client") for a fee in order to work under the management and supervision of the client.

2.2 Service

2.2.1 Counterpart will second the employee designated in a contract between the parties to the client in order to carry out work under management and supervision of the client in accordance with what has been agreed between the parties.

2.2.2 The client is not permitted to loan the seconded employee to a third-party or to second him to work under the management and supervision of that third-party unless this has been agreed in writing by NEXTVIEW and Counterpart.

2.3 Duration and termination of the contract

2.3.1 The contract is entered into for a fixed or indefinite period of time. If the parties have not made any agreements in this regard, the contract will be for an indefinite period of time.

2.3.2 If the contract is entered into for an indefinite period of time, either party will be subject to an agreed notice period, starting the 1st of the next month. In the absence of a specific arrangement the notice period will be one calendar month. Notice must be given in writing. NEXTVIEW's counterpart shall not under any circumstances be obliged to pay any compensation for damages related to termination.

2.3.3 A contract entered into for a fixed period of time will terminate by operation of law following expiry of the agreed term.

2.4 Substitution

2.4.1 NEXTVIEW's counterpart will make every reasonable effort to ensure that the seconded employee remains available for work during the agreed days and hours. Even in cases where the contract is entered into with a view to its implementation by a certain person, NEXTVIEW's counterpart has the right at all times, following consultation with the client, to substitute this person with one or more other persons with the same qualifications.

2.4.2 The client has the right to request the substitution of the seconded employee:

- (i) if the seconded employee demonstrably fails to meet the expressly agreed quality standards and the client reports to this to NEXTVIEW or Counterpart in writing, given reasons, within three working days of the work being commenced, or
- (ii) in the event of the long-term sickness of the seconded employee or the seconded employee leaving the company.

2.5 Working week, working hours and working conditions

2.5.1 The working hours, breaks and working week of the seconded employee shall be the same as the client's usual working hours and working week unless agreement is made to the contrary.

2.5.2 NEXTVIEW will inform Counterpart as soon as possible of the intended closure of his or its clients company or organisation during the term of the contract.

2.5.3 NEXTVIEW is obliged in respect of the seconded employee to act in compliance with relevant laws and regulations and the obligations accompany such regulations in the area of safety at work and good working conditions in general.

2.6 Price and payment

2.6.1 Parties will agree upon an Assignment Specification for each secondment of an employee. This Assignment Specification will amongst others include specifications as commencement date, hourly rate/fixed price, scope of work/function.

2.6.2 If agreed in writing between the parties, Counterpart will have all invoices accompanied by a specification based on hourly timesheets.

2.6.3 Counterpart reserves the right at all time to adjust the rates of the seconded employee if a change is made to his job position or job description. Counterpart will notify NEXTVIEW of this thirty days at the latest prior to the date on which the change comes into effect. If NEXTVIEW or client does not agree to such a price adjustment NEXTVIEW and client shall have the right to cancel the contract in writing within fourteen days of the date of notification towards the date on which the adjustment is to come into effect.

2.6.4 Unless art. 1.3.6. is applicable, payment is to be made within 30 days after receipt of a correct invoice. Each invoice is in any case to contain the following information:

- the number of the Assignment Specification;
- the names of the Employees to whom the invoice applies;
- the NEXTVIEW's counterpart contact person mentioned in the Assignment Specification;
- the number of hours worked, with a statement of overtime, where appropriate.
- weekly and monthly copies of the time sheet signed by the client and the Employee are to be attached to each corresponding invoice.

2.7 Liability

2.7.1 Counterpart is responsible for the timely and full payment of all income tax, social security contributions and turnover tax payable in connection with the contract. Counterpart indemnifies NEXTVIEW and client against all claims of the tax authorities or the agencies implementing social insurance legislation payable owing to the contract.

2.7.2 Counterpart accepts no liability for the selection of the seconded employee or the results of the work carried out under the supervision and management or direction of client.

2.7.3 In case of withdrawal of an employee by Counterpart, Counterpart is liable for the lost contractvalue as well as for the costs for NEXTVIEW to find replacement.

Section 3 Delivery of Secondment services (Including consultancy and project management)

3.1 Scope Of Application

The NEXTVIEW terms and conditions comprise of the General section with the addition of one or more specific sections for each product or service. The provisions of this section are applicable in addition to the General section if NEXTVIEW makes one or more employees or contractors (hereinafter to be referred to as: "employee") available to Counterpart for a fee in order to work under the management and supervision of Counterpart.

3.2 Service

3.2.1 NEXTVIEW will second the employee designated in a contract between the parties to Counterpart in order to carry out work under his management and supervision in accordance with what has been agreed between the parties.

3.2.2 Counterpart is not permitted to loan the seconded employee to a third-party or to second him to work under the management and supervision of that third-party unless this has been agreed in writing.

3.3 Duration and termination of the contract

3.3.1 The contract is entered into for a fixed or indefinite period of time. If the parties have not made any agreements in this regard, the contract will be for an indefinite period of time. A purchase order will be delivered to NEXTVIEW before the start of a project and ultimately 2 weeks after application. Regardless the presence of a purchase order, Counterpart is obliged to fulfil its payment obligations after a project has started. If applicable, NEXTVIEW is entitled to statutory interest over the waiting period.

3.3.2 If the contract is entered into for an indefinite period of time, either party will be subject to an agreed notice period. In the absence of a specific arrangement the notice period will be one calendar month. Notice must be given in writing. NEXTVIEW shall not under any circumstances be obliged to pay any compensation for damages related to termination.

3.3.3 A contract entered into for a fixed period of time will terminate by operation of law following expiry of the agreed term.

3.4 Substitution

3.4.1 NEXTVIEW will make every reasonable effort to ensure that the seconded employee remains available for work during the agreed days and hours. Even in cases where the contract is entered into with a view to its implementation by a certain person, NEXTVIEW has the right at all times, following consultation with Counterpart, to substitute this person with one or more other persons with the same qualifications.

3.4.2 Counterpart has the right to request the substitution of the seconded employee:

(i) if the seconded employee demonstrably fails to meet the expressly agreed quality standards and Counterpart reports to this to NEXTVIEW in writing, given reasons, within three working days of the work being commenced, or

(ii) in the event of the long-term sickness of the seconded employee or the seconded employee leaving the company.

3.5 Working week, working hours and working conditions

3.5.1 The working hours, breaks and working week of the seconded employee shall be the same as Counterpart's usual working hours and working week unless agreement is made to the contrary.

3.5.2 Counterpart will inform NEXTVIEW as soon as possible of the intended closure of his company or organisation during the term of the contract. If Counterpart fails to notify NEXTVIEW in good time, Counterpart shall remain liable for the duration of the closure of his company or organisation for full payment to NEXTVIEW of the agreed rate.

3.5.3 Counterpart will behave towards the seconded employee in the same careful manner as to which he is obliged to behave towards his own employees.

3.5.4 Counterpart is obliged in respect of the seconded employee and NEXTVIEW to act in compliance with relevant laws and regulations and the obligations accompany such regulations in the area of safety at work and good working conditions in general.

3.6 Price and payment

3.6.1 Parties will agree upon an Assignment Specification for each secondment of an employee. This Assignment Specification will amongst others include specifications as commencement date, hourly rate, scope of work/function.

3.6.2 If agreed in writing between the parties, NEXTVIEW will have all invoices accompanied by a specification based on hourly timesheets.

3.6.3 NEXTVIEW reserves the right at all time to adjust the rates of the seconded employee if a change is made to his job position or job description. NEXTVIEW will notify the client of this thirty days at the latest prior to the date on which the change comes into effect. If the client does not agree to such a price adjustment the client shall have the right to cancel the contract in writing within fourteen days of the date of notification towards the date on which the adjustment is to come into effect.

3.6.4 Payment is to be made within 30 days after receipt of a correct invoice. Each invoice is in any case to contain the following information:

- the number of the Assignment Specification;
- the names of the Employees to whom the invoice applies;
- the NEXTVIEW contact person mentioned in the Assignment Specification;
- the number of hours worked, with a statement of overtime, where appropriate.

- copies of the time sheet, which are considered to be approved 3 working days after being submitted to Counterpart.

3.7 Liability

3.7.1 NEXTVIEW is responsible for the timely and full payment of all income tax, social security contributions and turnover tax payable in connection with the contract with Counterpart. NEXTVIEW indemnifies Counterpart against all claims of the tax authorities or the agencies implementing social insurance legislation payable owing to the contract.

3.7.2 NEXTVIEW accepts no liability for the selection of the seconded employee or the results of the work carried out under the supervision and management or direction of client.

3.7.3 Counterpart is liable for all losses suffered by the seconded employee during or in connection with the work he is instructed to do. Counterpart indemnifies NEXTVIEW against all claims of third-parties arising from or which can be traced back to the work performed by the seconded employee under the contract.

Section 4 Development of Software

4.1 Applicability

The NEXTVIEW Terms and Conditions consist of the General module as well as one or more specific modules per product or service. The provisions of this module shall apply in addition to the provisions of the General module in the event that NEXTVIEW develops software on behalf of Counterpart for Counterpart or one or more third parties and installs the software where applicable.

1.2 The provisions of this module are inextricably linked with the provisions of the General module. In the case of conflict between the provisions of the General module and the provisions of this module, the latter shall prevail.

4.2 Specifications of the software

4.2.1 If NEXTVIEW has not already been provided with specifications or a design by or on behalf of Counterpart before entering into the agreement, the parties shall draw up written specifications in consultation with regard to what software will be developed and how the development will take place. The parties both acknowledge that effective coordination and good mutual communication are essential factors in the proper specification, design and development of software. Collaboration and mutual communication will take place wherever possible subject to due observance of any project plan, arrangements and/or procedures agreed between the parties in writing.

4.2.2 Counterpart shall at all times guarantee the correctness, completeness and consistency of any information, specifications and designs submitted to NEXTVIEW, even if such information, specifications and designs have been provided by a third party. Any errors, omissions or inconsistencies shall at all times be at the risk and expense of Counterpart.

4.2.3 NEXTVIEW is entitled, however not obliged, to check the correctness, completeness and consistency of the information, specifications or designs submitted to it and on identifying any errors or omissions to suspend the agreed work until such time as Counterpart has fixed the errors or omissions in question. Counterpart undertakes to notify NEXTVIEW in all cases as soon and in as much detail as possible of any errors or omissions in the specifications or the design for the software to be developed of which it becomes aware.

4.2.4 If the parties are using a development method that is characterised by the basic principle that the design and/or development of parts of the software shall be governed by a prioritisation in relation to the specifications that is to be determined in greater detail during the execution of the agreement, this prioritisation shall in all cases be drawn up in consultation between the parties.

4.3 Development of the software

4.3.1 NEXTVIEW shall develop the software with due care, subject to due observance of the software specifications or design and – where appropriate – with due observance of the project plan, methods, techniques, arrangements and/or procedures agreed in writing with Counterpart. Before commencing the development work, NEXTVIEW may require Counterpart to issue a written declaration of its full and unconditional agreement to the specifications or design. NEXTVIEW shall be entitled to suspend its activities until such time as Counterpart has issued a written declaration of its full and conditional approval to the specifications or design.

4.3.2 NEXTVIEW shall in all cases carry out the development work on the basis of a best efforts obligation, unless and in so far as NEXTVIEW has explicitly undertaken in the written agreement to achieve a specific result and the result in question is sufficiently determined.

4.3.3 If it has been agreed that the development of the software will take place in stages or if NEXTVIEW is using a development method that is based on phased implementation, NEXTVIEW shall be entitled to delay the start of the services associated with a stage until such time as Counterpart has approved the results of the previous stage in writing.

4.3.4 Except where otherwise agreed in writing, NEXTVIEW shall not be obliged to follow timely and well-founded instructions issued by Counterpart during the realisation of the development work. NEXTVIEW shall not be obliged to follow instructions that change or extend the content or scope of NEXTVIEW's performance obligations. If such instructions are followed, however, compensation shall be provided for the work in question in accordance with NEXTVIEW's standard rates.

4.3.5 If the agreement regarding the development of software has been entered into with a view to execution by one or more specific individuals, NEXTVIEW shall at all times be entitled to replace these individuals, following consultation with

Counterpart, at a time to be determined by NEXTVIEW with one or more other individuals with the same qualifications.

4.4 Delivery and installation

4.4.1 NEXTVIEW shall deliver the software to Counterpart on data media of the agreed type and format, or using telecommunication facilities (online). NEXTVIEW shall determine the delivery method.

4.4.2 NEXTVIEW will only install the software on Counterpart's premises if this has been agreed between the parties in writing. If no explicit agreements have been made in this regard, Counterpart itself shall install, set up, parameterise and tune the software, and adapt the hardware used and operating environment where necessary. Except where agreed otherwise in writing, NEXTVIEW shall not be obliged to carry out data conversion.

4.4.3 The user documentation shall be provided in paper or digital format. NEXTVIEW shall decide on the format and language in which the user documentation is provided.

4.5 Acceptance test and acceptance

4.5.1 If the parties have not agreed that an acceptance test will be carried out, Counterpart shall accept the software in the condition that it is in at the time of delivery ('as is'), therefore with all visible and invisible errors and defects, without prejudice to NEXTVIEW's obligations pursuant to the guarantee in Article 4.11.

4.5.2 If the parties have agreed to an acceptance test in writing, the provisions of Article 4.5.3 to 4.5.10 inclusive of this module shall apply.

4.5.3 Where this module refers to 'errors', this shall be understood to mean the substantial failure to meet the functional or technical specifications explicitly agreed in writing between the parties. An error shall only be deemed to exist if Counterpart is able to demonstrate the error and if it can be reproduced. Counterpart is obliged to notify NEXTVIEW immediately of any errors.

4.5.4 If an acceptance test has been agreed to, the test period shall be fourteen days following delivery or, if it has been agreed in writing that NEXTVIEW will carry out the installation, following completion of the installation. Counterpart is not entitled to use the software for productive or operational purposes during the test period. Counterpart shall carry out the agreed acceptance test on the (interim) results of the development work using appropriately qualified personnel, with an adequate scope and in sufficient depth, and will provide NEXTVIEW with a written, clear and understandable report on the test results.

4.5.5 If an acceptance test has been agreed to, Counterpart shall be obliged to assess under its full and exclusive responsibility whether the software delivered conforms to the functional or technical specifications made known by NEXTVIEW in writing and, if the software is entirely or partly custom-designed, the functional or technical specifications explicitly agreed between the parties in writing. Except where agreed otherwise in writing, any assistance provided by or on behalf of NEXTVIEW during the performance of an acceptance test shall be entirely at the risk and expense of Counterpart.

4.5.6 The software shall be deemed to have been accepted between the parties:

- if the parties have not agreed to an acceptance test: on delivery or, if it has been agreed in writing that NEXTVIEW will carry out the installation, on completion of the installation, or
- if the parties have agreed to an acceptance test: on the first day following the test period, or
- if NEXTVIEW receives a test report as referred to in Article 4.5.7 before the end of the test period: at such time as the errors described in the test report have been fixed, notwithstanding the presence of defects that do not preclude acceptance according to Article 4.5.8. Contrary to the above, if Counterpart uses the software for productive or operational purposes before the time of explicit acceptance, the software shall be deemed to have been accepted in full from the time at which such use commenced.

4.5.7 If on carrying out the agreed acceptance test it emerges that the software contains errors, Counterpart shall notify NEXTVIEW of the errors no later than on the last day of the test period by means of a written and detailed test report. NEXTVIEW shall make every effort to fix the errors identified within a reasonable period of time, whereby NEXTVIEW shall be entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software.

4.5.8 Acceptance of the software may not be withheld on grounds that do not relate to the specifications explicitly agreed between the parties, nor due to the existence of minor errors, these being errors that cannot reasonably be deemed to prevent the operational or productive use of the software, without prejudice to NEXTVIEW's obligation to fix these minor errors within the context of the guarantee scheme in Article 4.11, if and in so far as applicable. Acceptance may also not be withheld on the basis of aspects of the software that can only be

assessed subjectively, such as aesthetic aspects and aspects relating to the design of user interfaces.

4.5.9 If the software is delivered and tested in stages and/or parts, the non-acceptance of a specific stage and/or part shall not affect the acceptance of a previous stage and/or other part, where appropriate.

4.5.10 Acceptance of the software by one of the methods referred to in this Article shall mean that NEXTVIEW is discharged in respect of compliance with its obligations in relation to the development of the software and, if it has been agreed that NEXTVIEW will carry out the installation, with its obligations in relation to the installation of the software. Acceptance of the software shall not affect Counterpart's rights pursuant to Article 4.5.8 in relation to minor errors and Article 4.11 in relation to the guarantee scheme.

4.6 Right of use

4.6.1 NEXTVIEW shall make the software developed on behalf of Counterpart and the corresponding user documentation available to Counterpart for use.

4.6.2 The software source code and the technical documentation produced during the development of the software shall only be made available to Counterpart if and in so far as this has been agreed in writing. If this is the case, Counterpart shall be entitled to make changes to this software. If NEXTVIEW is ordered in court to provide Counterpart with the source code and/or technical documentation, NEXTVIEW may impose a reasonable fee.

4.6.3 Except where agreed otherwise in writing, NEXTVIEW shall not be obliged to provide the auxiliary software and program or data libraries required for the use and/or maintenance of the software. If, contrary to the foregoing, NEXTVIEW is also required to provide auxiliary software and/or program or data libraries, NEXTVIEW may require Counterpart to enter into a separate written agreement for this purpose. The provision of such auxiliary software and/or program or data libraries shall be invoiced separately at NEXTVIEW's standard rates as appropriate.

4.6.4 Except where otherwise agreed in writing, NEXTVIEW's performance obligations shall not include the maintenance of the software and/or the provision of support to the users of the software. If, contrary to the foregoing, NEXTVIEW is also required to provide maintenance and/or support, NEXTVIEW may require Counterpart to enter into a separate written agreement for this purpose. Such work and services shall be invoiced separately at NEXTVIEW's standard rates as appropriate.

4.6.5 Without prejudice to the provisions of the General module, the right of use of the software shall in all cases be non-exclusive, non-transferable and non-sublicensable.

4.7 Restrictions on use

4.7.1 If the written agreement explicitly stipulates that all design and development costs shall be borne exclusively and in full by Counterpart, the right of use of the software developed on behalf of Counterpart shall not be subject to any restrictions, without prejudice to the remaining provisions of the general terms and conditions, including the provisions of Article 4.7.6 of this module.

4.7.2 If the parties have agreed to restrictions on use, Counterpart shall strictly comply with the agreed restrictions on the right of use of the software in all cases. Counterpart is aware that the violation of an agreed restriction on use shall constitute both breach of the contract with NEXTVIEW and an infringement of the intellectual property rights in respect of the software.

4.7.3 If the parties have agreed that the software may only be used in combination with specific hardware or a specific kind or type of hardware, Counterpart shall be entitled in the event of malfunction of the relevant hardware to use the software on other hardware of the same kind or type for the duration of the malfunction.

4.7.4 NEXTVIEW may require Counterpart to refrain from using the software until such time as Counterpart has requested and obtained one or more codes (passwords, identity codes etc.), required for use, from NEXTVIEW, its own supplier, or the software manufacturer.

4.7.5 Under no circumstances shall Counterpart circumvent technical provisions intended to protect the software against unlawful or unauthorised use, or arrange for this to be carried out.

4.7.6 Except where agreed otherwise in writing, Counterpart shall only be permitted to use the software within and on behalf of its own company or organisation. Except where agreed otherwise in writing, Counterpart shall not use the software to process data on behalf of third parties, e.g. for services such as

'time-sharing', 'application service provision', 'software as a service' and 'outsourcing'.

4.7.7 Counterpart shall not be permitted to sell, rent out, transfer or grant restrictive rights to the software and the media on which the software is stored, or to make these available to third parties in any way or for any purpose. Counterpart shall also refrain from granting third parties access – remote or otherwise – to the software or providing the software to a third party for the purpose of hosting, even if the third party in question only uses the software on behalf of Counterpart.

4.7.8 Upon request, Counterpart shall immediately lend its full cooperation to any investigations to be conducted by or on behalf of NEXTVIEW in relation to Counterpart's compliance with the agreed restrictions on use. At the first request of NEXTVIEW, Counterpart shall grant NEXTVIEW access to its buildings and systems. NEXTVIEW shall maintain the confidentiality of all company information to be regarded as confidential that NEXTVIEW obtains from or on the premises of Counterpart within the context of this type of investigation, in so far as this information does not relate to the use of the software itself.

4.8 Term of the agreement

4.8.1 The software developed on behalf of Counterpart shall be made available to Counterpart for the term agreed between the parties. If no term has been agreed between the parties, the term of the right of use shall not be subject to a time limit.

4.8.2 Where appropriate, Counterpart shall return all copies of the software that it has in its possession to NEXTVIEW immediately following expiry of the right of use of the software. If the parties have agreed that Counterpart will destroy the relevant copies at the end of the agreement, Counterpart shall notify NEXTVIEW immediately in writing that this has been carried out. NEXTVIEW shall not be obliged to provide Counterpart with assistance on or after expiry of the right of use with a view to data conversion required by Counterpart.

4.9 Remuneration for development work

4.9.1 If an invoicing schedule has not been agreed, all amounts relating to the development of software shall in each case be payable in arrears each calendar month.

4.9.2 Except where agreed otherwise in writing, the price for the development work shall also include the fee in respect of the right of use of the software.

4.9.3 Except where agreed otherwise in writing, the software development fee shall not include a fee for the auxiliary software and program and data libraries required by Counterpart, any installation services and any adjustments to and/or maintenance of the software. The right of use fee also does not include the provision of support to users of the software. Such work and services shall be invoiced separately at NEXTVIEW's standard rates as appropriate.

4.10 Modification of the software

4.10.1 Except where agreed otherwise in writing and notwithstanding exceptions set out in law, Counterpart shall not be permitted to modify the software in part or in full without the prior written consent of NEXTVIEW. NEXTVIEW shall at all times be entitled to refuse its consent or to attach conditions to its consent, including conditions in relation to the method and quality of implementation of the modifications required by Counterpart.

4.10.2 Counterpart shall bear all risks associated with modifications carried out by or on behalf of Counterpart by third parties with the consent of NEXTVIEW or otherwise.

4.11 Guarantee

4.11.1 NEXTVIEW shall not guarantee that the software developed on behalf of Counterpart will be suitable for the actual and/or envisaged use by Counterpart. NEXTVIEW shall also not guarantee that the software will operate with no interruptions, errors or other defects or that all errors and defects will always be fixed.

4.11.2 NEXTVIEW shall make every effort to fix errors in the software within the meaning of Article 4.5.3 of this module within a reasonable period of time if NEXTVIEW receives detailed, written notification of these errors within a period of three months following delivery or, if the parties have agreed to an acceptance test, within three months of acceptance. Errors shall be fixed free of charge, unless the software was developed on behalf of Counterpart other than at a fixed price, in which case NEXTVIEW shall invoice the costs associated with fixing the errors at its standard rates. NEXTVIEW shall be entitled to invoice the costs of

fixing errors at its standard rates in the event of operational errors or improper use by Counterpart, or other causes that are not attributable to NEXTVIEW, or if the errors could have been discovered during the execution of the agreed acceptance test. NEXTVIEW shall not be obliged to fix errors if Counterpart has made changes to the software, or has arranged for this to be carried out, without the written consent of NEXTVIEW. Such consent shall not be withheld on unreasonable grounds.

4.11.3 The fixing of errors shall take place at a location to be determined by NEXTVIEW. NEXTVIEW shall be entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software at any time.

4.11.4 Under no circumstances shall NEXTVIEW be obliged to recover scrambled or lost data.

4.11.5 NEXTVIEW shall not be obliged to fix errors that are reported following expiry of the guarantee period referred to in Article 4.11.2 of this module, unless the parties have entered into a separate maintenance agreement that incorporates an obligation to this effect.

4.11.6 NEXTVIEW is not responsible for the software or infrastructure of Counterpart or a third party.

4.12 Confidentiality

12.1 Counterpart acknowledges that the software is of a confidential nature and contains trade secrets of NEXTVIEW, its own suppliers and/or the software manufacturer.