

1. GENERAL

1.1 Definitions

- 1.1.1 In these General Terms and Conditions of LSP Solutions the following words and terms are written with a capital letter. All of the following words and terms in the singular include the plural and vice versa.
- 1.1.2 Third-Party General Terms and Conditions: Third-Party General Terms and Conditions are understood to mean all terms and conditions applied by the third party in respect of its Third-Party Product, including delivery conditions, licence terms and warranty conditions.
- 1.1.3 Backup: backup copies of digital data and/or files.
- 1.1.4 Services: all work performed by LSP Solutions, in whatever form and under whatever name, such as support, application management, system management, business analysis and training.
- 1.1.5 Data Centre: a data centre is a facility where servers can be connected to networks, particularly the Internet. Part of the Infrastructure is located in one or more Data Centres.
- 1.1.6 Third-Party Products: all products and services provided by LSP Solutions, the resulting facilities and related activities originating from third parties and in respect of which any intellectual property rights, industrial property rights and other rights are in principle not vested in LSP Solutions.
- 1.1.7 Third-Party Infrastructure: the part of the Infrastructure that is managed and/or supplied by third parties or the Client.
- 1.1.8 Fair Use: the reasonable use of the Products by the Client.
- 1.1.9 Fixed Price: as described in detail in Article 2.3.
- 1.1.10 Errors: as described in detail in Article 5.6.
- 1.1.11 Warranty: as described in detail in Article 3.5.
- 1.1.12 Feasibility Study: as described in detail in Article 5.1.1.
- 1.1.13 Hosting: the direct and/or indirect (through third parties) provision of or access to a server-hardware environment used by LSP Solutions in a Data Centre.
- 1.1.14 Identification Data: log-in name, passwords, address details and/or other codes.
- 1.1.15 Infrastructure: all the systems, hardware, software, network components and connections used for Products. This collection of facilities is used, among other things, for storing and transporting data and running software.
- 1.1.16 LSP Solutions: LSP Solutions B.V. and its legal successors or one or more affiliates or partners of LSP Solutions B.V. who enter into the legal relationship with the Client and have declared the General Terms and Conditions of LSP Solutions applicable.
- 1.1.17 LSP Solutions Infrastructure: the part of the Infrastructure that is managed and/or delivered or transferred by LSP Solutions and over which LSP Solutions can exercise control. The LSP Solutions Infrastructure is located in the office of LSP Solutions and/or the Data Centre.
- 1.1.18 LSP Solutions Products: all products and services provided by LSP Solutions, the resulting facilities and related activities that do not originate from third parties and in respect of which any intellectual property rights, industrial property rights and other rights are vested or should be vested in LSP Solutions.
- 1.1.19 Subsequent Calculation: as described in detail in Article 2.4.
- 1.1.20 Object Code: the computer programming code mainly in binary format. Following processing, the Object Code can immediately be executed by a computer, without reverse engineering, compilation or assembly.
- 1.1.21 Maintenance: as described in detail in Article 4.2.
- 1.1.22 Client: any party requesting and instructing the delivery and transfer of Products and/or services.
- 1.1.23 Parties: the Client and LSP Solutions.
- 1.1.24 Process Data: the data entered by the Client and/or the data entered by third parties.
- 1.1.25 Products: all LSP Solutions Products and/or Third-Party Products provided by LSP Solutions, the resulting facilities and the related activities.
- 1.1.26 SaaS: (Software as a Service) granting the Client access to and the use of LSP Solutions Products, directly and/or indirectly (through third parties), via the hosting environment of LSP Solutions.
- 1.1.27 Software: software, developed and/or provided by LSP Solutions, that can be executed on a computer.
- 1.1.28 Source Code: the computer programming code that can be displayed in a format, that is readable and understandable to a medium-level programmer. This includes related Source Code system documentation, comments and procedural codes. The Source Code does not include the Object Code.
- 1.1.29 Support: as described in detail in Article 4.4.
- 1.1.30 Advance: as described in detail in Article 2.6.
- 1.1.31 Working Days: normal Dutch working hours (9:00-17:00 CET) and days (Monday to Friday), excluding national holidays.

1.2 Applicability

- 1.2.1 These conditions (hereinafter: General Terms and Conditions of LSP Solutions) apply to all offers and/or deliveries and transfers of LSP Solutions and agreements and/or other legal relationships between LSP Solutions and the Client, the resulting facilities and the related activities, regardless of whether these are effected pursuant to written, oral and/or electronic agreement, unless otherwise agreed in writing.
- 1.2.2 LSP Solutions cannot agree to any purchase conditions or other conditions and these are therefore kindly but explicitly rejected by LSP Solutions, unless otherwise agreed in writing. Any purchase conditions or other conditions of the Client are therefore not applicable.
- 1.2.3 The General Terms and Conditions of LSP Solutions are attached to any offer and agreement, but can also always be requested with LSP Solutions and be downloaded from our website www.lspolutions.com.
- 1.2.4 LSP Solutions is at all times authorized to make changes or additions to the General Terms and Conditions of LSP Solutions. The amended General Terms and Conditions of LSP Solutions will subsequently be applicable, unless the Client raises objections to any changes in writing within 30 (thirty) days of the date the amendment was shared with the Client.
- 1.2.5 Changes and additions to the General Terms and Conditions of LSP Solutions and/or the agreements concluded between LSP Solutions and the Client will only be valid if they have been recorded in writing by LSP Solutions and will only apply to the agreement concerned.
- 1.2.6 If the Client comprises several natural or legal persons or companies, they will be jointly and severally bound to fulfil all obligations arising from the agreement concluded with LSP Solutions.
- 1.2.7 The headings above the articles of these terms and conditions are for clarification purposes only. The content and scope of the article under a particular heading are therefore not limited to that heading.

1.3 Confirmation

- 1.3.1 Verbal commitments, instructions or other statements of any kind whatsoever from employees of LSP Solutions will only be legally valid and binding if confirmed in writing by authorized representatives of LSP Solutions.

1.4 Offers

- 1.4.1 All offers are without obligation, unless explicitly stated otherwise in writing in the offer.
- 1.4.2 All specifications of products and/or services are provided with due care but LSP Solutions does not guarantee that no deviations will occur.
- 1.4.3 Offers are based on the data, information and/or wishes provided by the Client in accordance with Article 1.6.

1.5 Agreements

- 1.5.1 If LSP Solutions sends an offer, contract or other similar legally binding document to the Client and the Client fails to sign and return this document to LSP Solutions, the Client accepts the content of this document and the General Terms and Conditions of LSP Solutions by paying the fees to LSP Solutions.

- 1.5.2 An agreement between LSP Solutions and the Client for which no specific duration has been agreed has a duration of 1 (one) year if it relates to a Product for which a periodic fee is charged, such as but not limited to Maintenance and Support. If this agreement is not terminated or not terminated in good time, this agreement will be continued each time for the duration of 1 (one) year.
- 1.5.3 An agreement as described in Article 1.5.2 may be terminated by means of a registered letter received by the other Party no later than 90 (ninety) days before the extension of the agreement takes effect.
- 1.5.4 Either Party will be entitled to terminate all or part of the agreement by means of a registered letter, without judicial intervention, if the defaulting Party continues to fail to fulfil its obligations even after a written demand stipulating a reasonable term. In this case, any claim will be immediately due and payable in full.
- 1.5.5 The Parties are also entitled, with immediate effect and without judicial intervention, to terminate or cancel by means of an extrajudicial declaration all or part of the agreement and/or the offers, if a suspension of payments has been applied for or a petition for bankruptcy or liquidation has been filed for the other Party, if the other Party is declared bankrupt or insolvent or is granted a suspension of payments or if the other Party's company is liquidated or dissolved, other than for the purpose of restructuring or merging companies. In such cases, any claim will be immediately due and payable in full.
- 1.5.6 After the termination of the agreement, for whatever reason, the Parties may no longer derive any rights from the agreement, without prejudice to the continued applicability of the Parties' obligations which by their nature are intended to continue after the termination of the agreement, such as but not limited to the obligations concerning property rights, confidentiality and the non-compete clause.

1.6 Cooperation/obligation to provide information by the Client

- 1.6.1 All assignments are carried out by LSP Solutions on the basis of the data, information, wishes and/or requirements made known to LSP Solutions by the Client.
- 1.6.2 The Client will render LSP Solutions every assistance and will at all times provide LSP Solutions, in good time, with all the data and/or other information necessary and useful for a proper performance of the agreement. The Client guarantees the accuracy of these data and/or other information.
- 1.6.3 If any data, information, wishes and/or requirements necessary for the performance of the agreement have not been made available to LSP Solutions, or have not been available in good time or not in accordance with the agreements, or if the Client does not fulfil its obligations in any other way, LSP Solutions will in any case have the right to terminate the agreement or suspend the performance of the agreement and LSP Solutions will be entitled to charge the resulting costs according to its usual rates.
- 1.6.4 If interim changes or new facts should occur with respect to data, information, wishes and/or requirements previously made available, LSP Solutions will at all times be entitled, in consultation with the Client, to adapt the agreement to these new circumstances or, if to the opinion of LSP Solutions no reasonable alternative can be found, to terminate the agreement. LSP Solutions will be entitled to charge costs resulting from those changes according to its usual rates.
- 1.6.5 If the Client makes functional improvements or other changes to the Products (after first having received the required written permission from LSP Solutions, as explained in detail in Article 3.3.4), the Client will be obliged to communicate these changes to LSP Solutions. Any intellectual property rights arising as a result will be vested in LSP Solutions and as far as required the Client undertakes, if necessary, to transfer these intellectual property rights to LSP Solutions by further deed.
- 1.6.6 If LSP Solutions performs activities at a location other than its own, the Client will arrange for the facilities reasonably required by LSP Solutions, such as a workspace and telecommunication facilities, free of charge.
- 1.6.7 The Client indemnifies LSP Solutions against any loss and liability as a result of actions and/or claims from employees of LSP Solutions and/or of third parties engaged by LSP Solutions, in connection with industrial accidents and/or hazards in the business of the Client and in the workspace made available by the Client, as referred to in Section 7:658 of the Dutch Civil Code.

1.7 Confidentiality/Non-compete clause

- 1.7.1 LSP Solutions and the Client mutually undertake to maintain the confidentiality of all data and information about each other's organization, clients, files, offers and Products of which the Parties become aware while working for each other or for clients of the Client. These data and information may only be used for the performance of the agreement concluded between the Parties. These data and information may be shared (i) to employees and other persons who work for one of the Parties insofar this is necessary to perform under any agreement concluded between the Parties, (ii) to third parties only after consent of the Party who provided the data or information or if this is required under compulsory law or a court order.
- 1.7.2 LSP Solutions is entitled to place on the LSP Solutions website and/or on a reference list the name and logo of the Client or its clients to whom rights to the Products have been granted and to make these available to third parties for information purposes.
- 1.7.3 During the term of the agreement and until 12 (twelve) months after the termination of the agreement, the Client and its clients who have gained access to the Products through the Client, will not enter into any direct or indirect business, employment or other similar relationships with any employee of LSP Solutions, except after obtaining written permission from LSP Solutions. The Client must ensure that its clients will comply with the aforementioned obligation.
- 1.7.4 In case of breach of the stipulations of Article 1.7.3, the Client will be obliged to pay an immediately payable penalty of €50,000 (fifty thousand euros) per breach, without prejudice to the right of LSP Solutions to claim compensation for the full loss suffered.

1.8 Liability

- 1.8.1 With due observance of Articles 1.8.2, 1.8.3 and 1.8.4, the total liability of the Parties will be limited to compensation for direct loss, and will not exceed the price stipulated for that agreement (excluding VAT) with a maximum of €200,000 (two hundred thousand euros), in which respect a series of connected events will be regarded as a single event. If payment takes place in instalments, for example in the event of a continuing performance contract or a contract for purchase in instalments, the total liability of LSP Solutions will be limited to the amount received by LSP Solutions from the Client in the past 12 (twelve) months, with a maximum of €200,000 (two hundred thousand euros).
- 1.8.2 LSP Solutions is insured against loss or damage. Under no circumstances will LSP Solutions be liable for or compensate any further loss, which the Client may suffer under the agreement concluded with LSP Solutions, regardless of the reason for its occurrence, including possible third-party claims against the Client, other than the loss covered by this insurance and actually paid out, increased by the excess of LSP Solutions, unless in the event of intent or deliberate recklessness.
- 1.8.3 The total liability for loss due to death or physical injury will under no circumstances exceed €1,000,000 (one million euros), in which respect a series of connected events will be regarded as a single event.
- 1.8.4 Direct loss is exclusively understood to mean:
 - a) (i) as regards the Client: the financial loss that LSP Solutions suffers as a direct consequence of an event, and (ii) as regards LSP Solutions: all reasonable expenses that the Client would have to make in order to make the performance of LSP Solutions meet the requirements of the Agreement during the period that the Agreement continues to apply;
 - b) the reasonable costs incurred to determine the cause and extent of the loss mentioned under a);
 - c) the reasonable costs incurred to prevent or limit loss mentioned under a), and with respect to the Client in so far as the Client demonstrates that these costs have resulted in a limitation of loss.
- 1.8.5 Liability for indirect loss, including consequential loss, loss of profit, lost savings, reputational damage, destruction or loss of files and/or data, loss due to delay, loss suffered, loss caused by the inadequate provision of information and/or cooperation by the Client, loss due to business interruption or third-party claims against the Client, is expressly excluded.
- 1.8.6 Except in the cases referred to in Article 1.8, LSP Solutions cannot in any way whatsoever be held liable to pay any compensation, regardless of the ground on which the compensation is claimed.

- 1.8.7** Liability will only arise if the Party suffering loss immediately and properly declares the other Party to be in default in writing, giving it a reasonable term for remedying the breach, and the Party causing the loss continues to fail imputably in the fulfilment of its obligations after that term. The notice of default must contain as detailed a description as possible of the breach, to enable the other Party to respond adequately.
- 1.8.8** A claim for compensation cannot be considered unless the Party suffering loss gives the Party causing the loss written notice of the loss by registered letter within 60 (sixty) days of the occurrence of the loss and takes measures to limit the loss as much as possible. In addition, any ground for and form of liability of a Party causing loss will become time-barred and/or will lapse twelve months after the events occurred that gave rise to the liability of the Party causing the loss.
- 1.8.9** The Client indemnifies LSP Solutions against any and all third-party claims due to liability as a result of an Error or defect in a product, system or service delivered or transferred by the Client to a third party and which product, system or service also consisted of what was delivered or transferred by LSP Solutions.
- 1.8.10** LSP Solutions accepts no liability whatsoever for damage and/or loss of any kind caused by Third-Party Products or the delivery thereof. If possible, LSP Solutions will assign to the Client the rights of LSP Solutions to claim compensation from the supplier of the Third-Party Product in question.
- 1.8.11** LSP Solutions is not liable for damage and/or loss of any kind resulting from a failure to provide Support, Maintenance and Warranty in good time.
- 1.8.12** The limitations of liability set out in this article will lapse if and to the extent that the damage and/or loss is the result of intent or gross negligence on the part of the Party causing the damage and/or loss and exclusively in respect of that damage and/or loss.

1.9 Assignment

- 1.9.1** The agreement concluded between LSP Solutions and the Client and the resulting rights and obligations may not be assigned to third parties without the prior written permission of LSP Solutions.
- 1.9.2** The Client grants LSP Solutions the right in advance, without requiring the explicit permission of the Client, to assign the entire agreement, or parts thereof, to:
 - a) a parent company, sister company and/or subsidiary;
 - b) a third party in the event of a merger or acquisition of LSP Solutions.
- 1.9.3** LSP Solutions will notify the Client if this occurs.

1.10 Nonattributable Breach

- 1.10.1** The Parties will aim to perform the agreement entered into in good time and in full. However, neither Party will be obliged to fulfil any obligation if it is prevented from doing so as a result of a circumstance that cannot be attributed to it, and for which it is not accountable pursuant to the law, legal act or according to generally accepted standards. The aforementioned circumstances also include shortcomings of suppliers, the late availability of necessary data, information and/or specifications, changes in such data provided, inaccuracies in specifications and/or functional descriptions of Third-Party Products and/or products supplied by third parties, bad weather conditions, fire, explosion, power failure, network failures, flood, illness, shortage of personnel, strikes, selective strikes, work-to-rule actions or other labour conflicts, accidents, government actions, the inability to obtain a required permit or permission, material scarcity, theft, traffic disruption and/or transport restrictions.
- 1.10.2** If the nonattributable breach is of a temporary nature, the Parties may unilaterally suspend the agreement until the situation in question no longer occurs, without being obliged to pay any compensation.
- 1.10.3** If a nonattributable breach occurs, the Parties reserve the right to demand payment for services already performed before the nonattributable breach became known.
- 1.10.4** If the nonattributable breach by one of the Parties continues for more than three months, both Parties will each have the right to terminate the agreement, without being obliged to pay any compensation in respect of the termination.

1.11 Nullity

- 1.11.1** If all or part of one or more provisions of the agreement are null and void or voidable, have been nullified or have become legally invalid in any other way, the other provisions of the agreement and, if applicable, the remaining part of a provision that is partially invalid, will remain in full force and effect.
- 1.11.2** With regard to provisions (or the part of a provision) that are null and void or voidable, have been nullified or have become legally invalid in any other way, the Parties will enter into discussions to make alternative arrangements and will endeavour to ensure that the purport of the agreement (and the remaining part of a provision that is partially invalid) is maintained in its entirety.

1.12 Applicable Law and Settlement of Disputes

- 1.12.1** Unless otherwise agreed by the Parties in writing, Dutch law applies to all agreements concluded by LSP Solutions with the Client. The Parties expressly declare that the Vienna Sales Convention does not apply.
- 1.12.2** All disputes arising between the Parties in connection to an agreement governed by these general terms and conditions or ensuing from further agreements that result from the agreement in question will be resolved by means of arbitration in accordance with the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes (*Stichting Geschillenoplossing Automatisering, SGOA*), which has its registered office in The Hague. This provision will not affect the right of either Party to request preliminary relief (in arbitral proceedings), without prejudice to the right of either Party to take precautionary measures. Unless the Parties jointly decide otherwise, arbitration will take place in Arnhem.
- 1.12.3** With the mutual approval of the Parties, prior to arbitration an attempt may be made to resolve the dispute by means of other dispute resolution facilities offered by SGOA.
- 1.12.4** If SGOA declares itself incompetent or if the Parties jointly agree to do so, disputes will be submitted to the competent Dutch court in Arnhem.
- 1.12.5** Without waiving any rights, the foregoing will not prevent the Parties from taking precautionary measures and/or from instituting preliminary relief proceedings before the competent Dutch court in Arnhem, before applying to SGOA (or pending the arbitral award), in order to safeguard their existing rights.

2. PRICES/PAYMENTS

2.1 Prices and Payments

- 2.1.1** All prices are exclusive of VAT and exclusive of any other levies imposed by the government. The amounts due will be charged inclusive of VAT and any government levies.
- 2.1.2** LSP Solutions will charge the Client the amounts owed by the Client monthly and/or within another period properly specified in the agreement. The Client will pay the amounts due within 30 (thirty) days of the invoice date without being entitled to any deduction or set-off.
- 2.1.3** If the Client fails to fulfil any payment obligation within the applicable term, the Client will be in default (*in verzuim*) without any demand or notice of default being required, in line with Section 6:83 sub a of the Dutch Civil Code. If the Client fails to pay in time, the Client owes the commercial interest rate pursuant to Section 6:119a of the Dutch Civil Code. The Client will be obliged to pay LSP Solutions the costs, both in and out of court, with regard to the collection of all that the Client owes LSP Solutions in accordance with the Extrajudicial Collection Costs (Standards) Act (*Wet normering buitengerechtelijke incassokosten*) and the corresponding Extrajudicial Collection Costs (Fees) Decree (*Besluit vergoeding voor buitengerechtelijke incassokosten, Besluit BIK*), in which respect the maximum amount from the Decree is disregarded between the Parties.
- 2.1.4** LSP Solutions has the right to suspend its activities and other obligations towards the Client until full payment has been made, without prejudice to the Client's obligation to fulfil its obligations.
- 2.1.5** If LSP Solutions is unable to deliver as a result of a default on the part of the Client, the Client will be obliged to pay LSP Solutions the amounts due in connection with the delivery.
- 2.1.6** Periodic fees such as monthly or annual Maintenance and Support fees are invoiced prior to the relevant period.
- 2.1.7** The amount due as referred to in Article 2.1.1 may be increased by any implementation and installation costs, shipping costs and third-party costs. An increase may also apply if activities on behalf of the Client are performed outside the offices of LSP Solutions. The following will be charged for activities performed outside the offices of LSP Solutions: hourly wages, travel and waiting time allowances, travel expenses and/or kilometre allowances, hotel expenses and any other expenses associated with such activities. The travel and waiting time allowance is 100% of the then applicable hourly rate. The method of transport will be determined by LSP Solutions. The foregoing also applies to activities that will be performed outside the Netherlands.
- 2.1.8** If the Client is an entrepreneur located outside the Netherlands and the Products must be exported from the Netherlands (within the framework of an intra-Community supply or otherwise), the Client guarantees that it is properly registered for the applicable turnover tax in the country concerned. The Client indemnifies LSP Solutions against all loss LSP Solutions might suffer should LSP Solutions wrongly invoice the Client on the basis of a 0-rate, except in the event that the Client has informed LSP Solutions in writing before the first invoice date of the fact that it is not or not properly registered.
- 2.1.9** The above provisions do not affect any other rights LSP Solutions may have based on a breach of contract by the Client.

2.2 Price changes

- 2.2.1** The prices agreed between LSP Solutions and the Client are based, inter alia, on the costs of electricity, salaries, social security, materials, travel and accommodation, Third-Party Products, the exchange rates for relevant currencies and other variable cost items as applicable at the time the agreement is concluded. In the event of any change in one or more cost items, the relevant exchange rates and/or the Consumer Price Index (CPI), LSP Solutions will be entitled to adjust the prices to reflect such change(s). Annually, on 1 January, LSP Solutions will increase its prices by at least 2%.
- 2.2.2** LSP Solutions will inform the Client about any price changes. If the Client does not agree to a price change, the Client will only be entitled to terminate the agreement with effect from the date on which the price change will come into effect, if and as long as the total price increase during 1 (one) year exceeds the inflation figure published by Statistics Netherlands for the current year (or the previous year for price increases announced for the following year) by more than 5 points (expressed in %).

2.3 Fixed Price

- 2.3.1** In the case of a Fixed Price agreement, the work will be carried out for a previously agreed amount.
- 2.3.2** Unless LSP Solutions can rely on Article 1.6.4, additional hours will not be charged with Fixed Price agreements.

2.4 Subsequent calculation

- 2.4.1** If no method of settlement has been agreed in advance, the work will be performed on the basis of Subsequent Calculation.
- 2.4.2** If settlement is to take place on the basis of Subsequent Calculation, an overall estimate of the expected costs may have been made before commencement of the agreed work. After completion of the work to be performed, all actual costs incurred in connection with the work will be charged. The Client is therefore aware and accepts that the estimate previously made may be lower than the actual costs incurred.

2.5 Additional work

- 2.5.1** If LSP Solutions is of the opinion that a project change instructed by the Client is an instruction for additional work, LSP Solutions will report this to the Client before proceeding to perform the work. At the request of the Client, the report will be followed by a cost indication as referred to in Article 2.4.2 and other conditions. In such situations the Client will decide as soon as possible on the proposed additional work.
- 2.5.2** The Client is deemed to have agreed to the performance of additional work and the associated costs if the Client has allowed the additional work to be carried out without first indicating in writing that it does not wish the additional work to be carried out.

2.6 Advance

- 2.6.1** LSP Solutions is entitled to charge an advance payment. If the advance payment is not made in full, LSP Solutions will be entitled, without prejudice to its other rights, to suspend the further performance of the agreement immediately and all sums owed by the Client to LSP Solutions for whatever reason will be immediately due and payable.

2.7 Payment term

- 2.7.1** An invoice has a payment term of 30 days.
- 2.7.2** For Fixed Price assignments, the following payment terms apply:
- the first instalment: 50% of the amount due must be paid as if the assignment is commissioned. This is an Advance;
 - the second instalment: 40% of the amount due must be paid at delivery of the Product (as meant in Section 5.5.2) or by provision of the Services (as meant in Section 5.5.3).;
 - the third instalment: 10% or the remainder of the amount due must be paid within one month after the delivery or provision as meant in b) above.

3. LSP Solutions PRODUCTS

3.1 Intellectual Property Rights

- 3.1.1** LSP Solutions has the exclusive right to further develop the LSP Solutions Products and to make their use available to third parties by means of licences.
- 3.1.2** Except in the case of Third-Party Products, all intellectual property rights, industrial property rights and other rights arising from each assignment carried out by LSP Solutions anywhere and at any time will remain vested in LSP Solutions, regardless of whether the assignment concerns the delivery of an existing Product or a Product to be developed or customized work.
- 3.1.3** The Client acknowledges that all current and future intellectual property rights, industrial property rights and other rights and the registration and/or application of the aforementioned rights and/or similar rights with regard to the LSP Solutions Products and all other Software developed by LSP Solutions (including customized work) will be vested in LSP Solutions worldwide indefinitely or will be transferred to it. Should LSP Solutions so demand, the Client will cooperate in transferring the rights referred to in this article to LSP Solutions, without being entitled to any compensation.
- 3.1.4** The Client is not permitted to remove from the Products or change any indication concerning intellectual property rights, industrial property rights, other rights, brands and trade names, or to have such actions carried out by a third party.
- 3.1.5** The intellectual property rights, industrial property rights and other rights to a Product, or a part thereof, may only be transferred to the Client by a written deed if LSP Solutions owns these rights.
- 3.1.6** If LSP Solutions, the Client or third parties make functional improvements or other changes in the Products, the intellectual property rights, industrial property rights and other rights to the improved or changed Products will remain vested in LSP Solutions or the third-party owner. If the aforementioned rights are not vested in LSP Solutions or a third-party owner, the Client will arrange for the aforementioned rights to be transferred free of charge to LSP Solutions or the third-party owner.
- 3.1.7** LSP Solutions reserves all intellectual property rights, industrial property rights and other rights with respect to written material and/or documentation provided. The Client is expressly not permitted to reproduce this, put this at the disposal of or give this in loan to third parties in any way whatsoever. The Client must ensure that its employees and/or third parties comply with the aforementioned obligations.

3.2 Indemnity

- 3.2.1** LSP Solutions will indemnify the Client against any proceedings in so far as they are based on the allegation that the LSP Solutions Products infringe a copyright valid in the Netherlands. LSP Solutions will pay the costs that have been irrevocably determined and the amount of the damages irrevocably awarded in the final judgment, provided that the Client:
- informs LSP Solutions in writing about the alleged copyright infringement immediately, but at the latest within 10 (ten) days of this alleged infringement having been brought to the knowledge of the Client or the date on which the Client could reasonably have become aware of it; and
 - leaves the overall handling of the case, including settlement negotiations, to LSP Solutions.
- If such proceedings are instituted or there is a possibility that such proceedings will be instituted, LSP Solutions reserves the right to acquire the licence or sub-licence right to the LSP Solutions Product or to modify the LSP Solutions Product in such a way that it no longer infringes any copyright valid in the Netherlands. If, in the opinion of LSP Solutions, the aforementioned options are not reasonably feasible, LSP Solutions may take back the delivered LSP Solutions Product against reimbursement of only the fee already paid for this LSP Solutions Product less reasonable compensation for the use made of the LSP Solutions Product.
- 3.2.2** LSP Solutions will not indemnify the Client against any proceedings in so far as:
- they are based on the allegation that a Third-Party Product infringes an intellectual property right, industrial property right or other right valid in the Netherlands or elsewhere;
 - that which has been delivered or transferred by the Client is part of or has been delivered or transferred in connection with a Product and this combination infringes an intellectual property right, industrial property right or other right valid in the Netherlands or elsewhere;
 - the Client has made a change in or to the Product.
- 3.2.3** If LSP Solutions and the Client have agreed that the intellectual property rights, industrial property rights or other rights to a Product or a part thereof will be transferred to the Client, the Client will indemnify LSP Solutions against any proceedings in so far as they are based on the allegation that the Product or a part thereof infringes an intellectual property right, industrial property right or other right vested in a third party.

3.3 Right to use Software

- 3.3.1** LSP Solutions grants the Client the non-exclusive right to use the Products, together with the associated documentation.
- 3.3.2** The right of use will be limited to the use of the Products exclusively for the Client's own use on the processing unit agreed with LSP Solutions and the number or type of users or connections, servers and/or workstations agreed with LSP Solutions. If no further arrangements have been made, the right of use will be limited to the processing unit on which the Products were first installed and the number or type of users, servers and/or workstations will be limited to 1 (one) or to the processing unit on which the Products were first installed and the number or type of users, servers and/or workstations will be limited to the time of the first use of the first Product.
- 3.3.3** The right to use Software will be limited to the Object Code. Rights to Source Codes and the Source Codes themselves will not be provided, unless expressly agreed otherwise in writing.
- 3.3.4** The Client is prohibited from copying, duplicating or modifying the Products directly or indirectly in any way whatsoever, without having received the prior written permission of LSP Solutions.
- 3.3.5** The Client is permitted, for security purposes, to make one Backup of the Products made available, if a Backup is not made available by LSP Solutions, and if it does not concern Hosting and/or SaaS.
- 3.3.6** The Client is responsible for making Backups in a timely manner of any Product and the data used in or by the Products. At the request of the Client, LSP Solutions will inform the Client of the procedures that may be necessary for data security and for making Backups.
- 3.3.7** The right to use the Products is not transferrable to third parties (third parties also include parent companies, sister companies and/or subsidiaries of the Client).
- 3.3.8** The Client is not authorized to make the Products available to third parties under any title or in any way whatsoever (third parties also include parent companies, sister companies and/or subsidiaries of the Client).
- 3.3.9** Reverse engineering or decompilation of the Products by the Client is prohibited, unless explicitly permitted by law.
- 3.3.10** The right of use will come into effect after payment has been made by the Client and the other obligations to which the Client is subject have been fulfilled.
- 3.3.11** The scope of the right to use Third-Party Products is determined by the Third-Party General Terms and Conditions as set out in Article 7. In so far as the foregoing does not deviate from the Third-Party General Terms and Conditions, the foregoing will apply accordingly.

3.4 Checks

- 3.4.1** LSP Solutions is entitled to incorporate technical restrictions and control mechanisms in the Products to prevent and/or check that the actual number and/or type of users, servers and/or workstations does not exceed the agreed number of users, servers and/or workstations.
- 3.4.2** Furthermore, LSP Solutions is entitled, as long as the Client makes use of the Products, whether itself or through a third party, to carry out unannounced checks at the locations where the Products are used. The Client will cooperate in and provide access for such checks. If the Client refuses to cooperate or to grant LSP Solutions access, LSP Solutions will be entitled to terminate the agreement with immediate effect. In this case the Client will no longer be entitled to use the Products and will be obliged, within 30 (thirty) days of a first request thereto by LSP Solutions, to return all Products and to destroy any copies made.

3.4.3 If the aforementioned checks show that the actual number of users, servers and/or workstations exceeds the number of agreed users, servers and/or workstations, or if this becomes apparent in any other way, the Client must immediately purchase the number of missing user, server and/or workstation licences. Payments due for Maintenance and Support for the missing user, server and/or workstation licences will be charged to the Client with retroactive effect, up to the moment of the last delivery of the previously agreed number of users, servers and/or workstations. LSP Solutions also reserves the right to report this to the Business Software Alliance (BSA).

3.5 Product Warranty

3.5.1 During a period of three months after delivery, or, if installation has been agreed between the Parties, three months after installation, LSP Solutions will, to the best of its ability, rectify any Errors in Products, or have them rectified, if LSP Solutions has received a detailed written report of these Errors within that period. LSP Solutions does not warrant that the Products will operate without interruption or Errors or that all Errors will be rectified. The Software that has been developed on the instructions of the Client other than for a fixed price will be repaired by LSP Solutions at its usual rates and costs. LSP Solutions will at all times be entitled to charge its usual rates and the costs of repair in case of user errors or improper use by the Client or other causes not attributable to LSP Solutions, or if the Errors could have been discovered during an acceptance test. Recovery of corrupted or lost data is not covered by the warranty. The obligation under the warranty will lapse if the Client makes modifications to the Products or has modifications made without the written permission of LSP Solutions.

3.5.2 Errors will be rectified at a location to be determined by LSP Solutions. LSP Solutions is entitled to install temporary solutions, workarounds or problem-avoiding restrictions in the Software.

3.5.3 If LSP Solutions delivers Products to the Client which LSP Solutions has obtained from its suppliers, LSP Solutions will never be obliged to provide a more extensive guarantee or liability to the Client than LSP Solutions can claim from its supplier.

3.5.4 After the expiry of the guarantee period referred to in paragraph 1, LSP Solutions is not obliged to rectify any Errors, unless a separate maintenance agreement has been concluded between the Parties that includes such rectification.

4. LSP Solutions Services

4.1 Work

4.1.1 This article contains specific provisions for Services to be performed by LSP Solutions for the Client. Should there be any conflict, the provisions of this article take precedence over the other provisions in these terms and conditions.

4.1.2 LSP Solutions warrants that:

- a) the Services to be provided by it or on its behalf will be performed in a professional manner; and
- b) for the duration of the agreement, the persons to be engaged by LSP Solutions for the performance of the agreement meet and will continue to meet any qualities agreed with regard to education, expertise and experience.

4.1.3 Unless otherwise agreed, Services will be provided during the normal working hours and days applicable to LSP Solutions. If both Parties are of the opinion that this is necessary, LSP Solutions will provide Services outside its normal working hours. In that case LSP Solutions will charge its usual rate for Services provided on working days from 08:00 to 18:00 and double the usual rate for Services provided from 18:00 to 08:00, at weekends or on national holidays.

4.1.4 If it appears that some or part of the Services cannot be provided as a result of the Client's failure to meet any obligation towards LSP Solutions or due to other circumstances attributable to the Client, the Client will reimburse the costs incurred by LSP Solutions in this respect, calculated on the basis of the rates of LSP Solutions generally applicable at that time. These costs also include the man-hours reserved by LSP Solutions that cannot be spent due to the aforementioned circumstances.

4.1.5 All work will be charged on to the Client unless agreed otherwise and will in principle be carried out without interruption and on Working Days and under normal working conditions.

4.1.6 For each uninterrupted period in which LSP Solutions performs work during less than 3 (three) hours at a customer location other than at LSP Solutions, LSP Solutions will be entitled to charge a minimum of 3 (three) hours. An uninterrupted period is deemed to exist if the time during which no work is performed, between one period and the next period in which work is performed, does not exceed 1 (one) hour or if the employee leaves the customer location for less than 1 (one) hour.

4.1.7 If it has been agreed that work will be performed in phases, LSP Solutions will be entitled to postpone the start of the work of the next phase until the Client has accepted the results of the preceding phase in writing.

4.1.8 Only if this has been explicitly agreed in writing will LSP Solutions be obliged to follow timely and responsibly given instructions by the Client during the performance of the work. LSP Solutions is not obliged to follow instructions that change or add to the content or scope of the work agreed. If, however, such instructions are followed, the relevant work will be reimbursed on the basis of Subsequent Calculation.

4.1.9 LSP Solutions is entitled to engage third parties for the performance of work without the express permission of the Client.

4.2 Maintenance

4.2.1 Depending on the LSP Solutions Product, LSP Solutions offers the Client the possibility to purchase Maintenance.

4.2.2 Unless otherwise agreed, payments for Maintenance will be due in advance every month or every six months on 1 January and 1 July. Support of standard SaaS Products is included in the scope of supply of the subscription.

4.2.3 For LSP Solutions Products installed on Third-Party Infrastructure, Maintenance will be agreed for a period of 2 (two) years and will thereafter be deemed to be tacitly renewed, each time for a period of one (1) year, unless one of the Parties gives notice of termination of the Maintenance taking effect from the end of the maintenance period, subject to a notice period of at least two (2) months.

4.2.4 Maintenance includes the provision of updates that aim to achieve a qualitative (for example rectification of Errors) or functional improvement of the LSP Solutions Products to which the Client has the right of use. LSP Solutions is not obliged to keep the Client actively informed of any updates. Any installation costs, support or training will be charged on separately in accordance with the rates of LSP Solutions.

4.2.5 If the Client pays the agreed fee for Maintenance, LSP Solutions will:

- a) try to rectify the Error to the best of its ability after having received a detailed Error report from the Client or, in the case of Software provided by a supplier, request this supplier to rectify the Error in accordance with its own terms and conditions. LSP Solutions does not warrant that the Software will work without interruption or Errors or that all Errors will be rectified. The results will be made available to the Client in the manner and within the period to be determined by LSP Solutions, depending on the urgency of the matter. LSP Solutions is entitled to install temporary solutions, workarounds or problem-avoiding restrictions in the Software;
- b) make improved versions available of standard Software. The Client is not obliged to accept these improved versions, but has the right, until six weeks after delivery, to inform LSP Solutions that it does not want to use this version. However, LSP Solutions will only carry out the standard Software Maintenance for the latest and the penultimate version of the major release, to be indicated by LSP Solutions.

4.2.6 If the Client makes modifications to the Software with the approval of LSP Solutions, LSP Solutions will only be obliged to carry out maintenance of the modified Software if this has been expressly agreed. If the Client makes modifications to the Software without the approval of LSP Solutions, LSP Solutions will no longer be obliged to carry out Maintenance of the Software from the moment these modifications were made.

4.2.7 If Maintenance constitutes a functional improvement, LSP Solutions will be entitled to charge extra costs to compensate for this functional improvement.

4.2.8 LSP Solutions is entitled to refuse to carry out Maintenance if the LSP Solutions Products, or the environment in which the aforementioned LSP Solutions Products operate, have been modified by the Client in any form or in any way whatsoever.

- 4.2.9** The Client is obliged to upgrade its operating system if the Software so requires. LSP Solutions is not obliged to carry out Maintenance or provide Support for Software running on an outdated operating system. Additional costs will be charged.
- 4.2.10** If the Client refuses to install new updates offered by LSP Solutions to the Client, LSP Solutions reserves the right to terminate the agreement or to amend the agreement to this refusal.
- 4.2.11** Maintenance does not apply to:
- customized Software specifically developed by LSP Solutions for the Client;
 - the installation of new versions of the operating Software and making modifications to the Software due to a modification in the operating Software;
 - making modifications to the Software as a result of any changes whatsoever in the law, ordered by government agencies or arising from government regulations, unless otherwise agreed;
 - defects or Errors caused by user errors or improper use by the Client or by third parties engaged by the Client or other causes not attributable to LSP Solutions;
 - recovery of data corrupted or lost due to the Client's actions.
- 4.2.12** LSP Solutions will be entitled to charge its usual rates and costs in case of situations as mentioned in Section 4.2.11..

4.3 Business Consultancy

- 4.3.1** All Products that can be regarded as advice or are of an advisory nature, such as but not limited to Support (Article 4.4) and a Feasibility Study (Article 5.1) will at all times be provided to the best of our knowledge and ability.
- 4.3.2** LSP Solutions is not responsible and/or liable if, due to the activities arising from the advice, a project of the Client cannot be completed within the set budget, the set time and any other predetermined conditions.
- 4.3.3** LSP Solutions will give advice based on preconditions set by LSP Solutions and information obtained from the Client as referred to in Article 1.6. If it appears that not all relevant information has been obtained and/or if other types of problems and/or insights arise, such as but not limited to incompatibility problems (products that are incompatible with each other), the advice given may be adapted to this new situation.

4.4 Support and Implementation Support

- 4.4.1** Support and implementation support include the provision of oral (including by telephone) and written (including by email) advice and support and/or the set-up of the software used in relation to the use and operation of the LSP Solutions Products. Unless agreed otherwise, Support and/or implementation support will be charged on to the Client on the basis of Subsequent Calculation.
- 4.4.2** LSP Solutions will in principle only provide Support for the most recent updates of the LSP Solutions Products. LSP Solutions has the right, but never the obligation, to provide Support for older versions, releases, etc. of the LSP Solutions Products as it sees fit.

4.5 Customization/adjustments

- 4.5.1** All assignments consisting wholly or in part of customized work/bespoke development will be charged on the basis of a Fixed Price or Subsequent Calculation. Unless otherwise agreed in writing, there is no maintenance on customized work/bespoke development and all maintenance work related to customized work/bespoke development will be charged on the basis of Subsequent Calculation.
- 4.5.2** The Client will specify its business requirements in writing and indicate which requirements the Software must meet. If the Client leaves the specification to LSP Solutions, the related costs will be charged to the Client. LSP Solutions will carry out the development with due care based on the information to be provided by the Client, who will guarantee the accuracy, completeness and consistency of that information.
- 4.5.3** LSP Solutions has the right, but not the obligation, to investigate the accuracy, completeness and/or consistency of the information or specifications made available to LSP Solutions and, if it discovers any inaccuracies, incompleteness or inconsistency, to suspend the agreed work until the Client has removed the relevant imperfections.
- 4.5.4** After LSP Solutions and the Client have had contact regarding customization and/or adjustments, a report may be provided to the Client. If the Client does not explicitly give evidence to the contrary in writing within 4 (four) Working Days of the report having been sent to the Client, the Client will be deemed to have approved the report and agreed to its contents. In case of urgency, LSP Solutions may require that the Client inform LSP Solutions immediately whether or not it approves the report.
- 4.5.5** If the rates on which the price is based are exceeded by up to 10%, this will be deemed to have been tacitly accepted and will not need to be reported as such to and/or approved by the Client.
- 4.5.6** Intellectual property rights, industrial property rights or other rights of customization will at all times remain vested in LSP Solutions, as described in Article 3.1.

4.6 Installation

- 4.6.1** Installations are exclusively carried out by employees of LSP Solutions.
- 4.6.2** Before installation can take place, the Client will ensure at its expense that all the conditions specified by or through LSP Solutions are met, in order to ensure a successful installation.
- 4.6.3** The Client will ensure and is fully responsible for ensuring that the required Third-Party General Terms and Conditions are met in order for the installation to take place lawfully.
- 4.6.4** If due to the actions of the Client the installation could not take place within the agreed time, the Client will make payments as if the installation has taken place, without prejudice to the obligations of LSP Solutions to install at a time to be determined at a later date.
- 4.6.5** All installation work will be carried out on the basis of a best-efforts obligation. LSP Solutions will carry out the work to the best of its knowledge and ability, but does not give any warranties as regards the rectification of any errors (including Errors) that may occur during the installation work.
- 4.6.6** LSP Solutions may request personnel or third parties to perform installation work. The Client will provide all necessary cooperation that LSP Solutions, its personnel or a third party engaged by LSP Solutions deem necessary for the performance of the installation work, including but not limited to providing access to the equipment location.
- 4.6.7** LSP Solutions is not liable for damage, loss of data or any other form of damage and/or loss, should the installation work result in damage, loss of data or any other form of damage and/or loss.

4.7 Sale of Equipment

- 4.7.1** LSP Solutions will advise the Client to the best of its knowledge and ability regarding the purchase of equipment and related accessories, but does not give any warranties regarding the accuracy, completeness or result of the advice.
- 4.7.2** The Client bears the risk of selecting the purchased equipment and the related accessories. LSP Solutions warrants that upon delivery or transfer the equipment is suitable for normal use. Unless otherwise agreed in writing, LSP Solutions does not warrant that the purchased equipment complies with the intended use by the Client.
- 4.7.3** The Client undertakes to provide an environment that meets the specifications required for the equipment, such as, but not limited to, temperature, humidity, dust levels and any technical environmental requirements.
- 4.7.4** All equipment sold and/or delivered by LSP Solutions are Third-Party Products. LSP Solutions delivers the equipment exclusively under the conditions as described in the Third-Party General Terms and Conditions. The Client accepts the applicability of the Third-Party General Terms and Conditions.
- 4.7.5** The equipment is delivered in accordance with the provisions of Article 5.5 of these General Terms and Conditions of LSP Solutions. The installation of the equipment takes place in accordance with the provisions of Article 4.6 of these General Terms and Conditions of LSP Solutions and is only carried out by LSP Solutions if this has been agreed with the Client in writing.

4.8 Other

4.8.1 Other services such as system management and application management will be performed on the basis of Subsequent Calculation.

5. DELIVERY AND TRANSFER

5.1 Feasibility Study (Blue Print Analysis)

5.1.1 A Feasibility Study is a study that LSP Solutions may carry out before proceeding to deliver. The purpose of the Feasibility Study is to inform the Client at an early stage about the feasibility of the assignment.

5.1.2 Based on the outcome of the Feasibility Study, LSP Solutions will issue a positive delivery recommendation or a negative delivery recommendation regarding the feasibility of the assignment. A positive delivery recommendation usually means that LSP Solutions will proceed to deliver. A negative delivery recommendation means that LSP Solutions will reject the delivery, stating reasons, and will propose an alternative if possible.

5.1.3 The costs of the Feasibility Study will always be payable by the Client, regardless of the outcome of the Feasibility Study.

5.2 Terms of Delivery and Transfer

5.2.1 Any and all terms of delivery referred to by and applicable to LSP Solutions have been determined to the best of LSP Solutions' knowledge based on the information made known to LSP Solutions, and will be taken into account as much as possible.

5.2.2 Terms of delivery are therefore not considered to be deadlines within which delivery or transfer must be effected, but as terms within which LSP Solutions will endeavour to the best of its ability to deliver what has been agreed. If there is a possibility that any term will be exceeded, LSP Solutions and the Client will consult as soon as possible to set a new term.

5.2.3 Exceeding any applicable term of delivery by LSP Solutions will never constitute an attributable shortcoming on the part of LSP Solutions.

5.2.4 Under no circumstances will LSP Solutions accept any liability if a term of delivery is exceeded.

5.3 Retention of Title

5.3.1 LSP Solutions will only undertake to perform the agreement concluded between LSP Solutions and the Client after LSP Solutions has received a signed copy of the agreement drawn up by LSP Solutions and/or if all fees due have been paid on time and in full. If LSP Solutions starts the performance of the agreement before having received a signed copy of the agreement and/or before all fees due have been paid on time and in full, LSP Solutions reserves the right to suspend the performance of the agreement until it has received a signed copy of the agreement and/or all fees due have been paid on time and in full.

5.3.2 If the Client creates a new product from Products delivered or transferred by LSP Solutions, the Client will create the new product for the benefit of LSP Solutions. If, contrary to Article 3.1.6, the Client and LSP Solutions have agreed that the Client will obtain any of the rights referred to in Article 3.1.6 with respect to the new product, the Client will retain the new product for the benefit of LSP Solutions until the Client has paid all amounts due under the agreement on time and in full. LSP Solutions will retain all rights as the owner of the new product until the Client has made all payments on time and in full.

5.4 Risk

5.4.1 Unless agreed otherwise, the risk of the Products will pass on delivery.

5.4.2 With regard to the acceptance of Products installed by LSP Solutions, including customized Software, the regulations as described in Articles 5.5.6 to 5.5.10 apply.

5.4.3 Other Products will be deemed by the Parties as having been accepted on the date of delivery or, if an installation to be carried out by LSP Solutions has been agreed in writing, on the date of installation.

5.5 Delivery, Installation and Acceptance Procedure

5.5.1 LSP Solutions will deliver and transfer the Products to the Client, and if agreed install the Products, in accordance with the written specifications.

5.5.2 Products will be delivered and transferred by making the Products available to the Client.

5.5.3 The provision of Services by or through LSP Solutions will take place at the location(s) and at the times at which the Services are performed.

5.5.4 Only if installation is carried out by LSP Solutions (also as regards customized work) and an acceptance test has been agreed in writing, will there be an acceptance period of 14 (fourteen) days immediately after completion of the installation. The Client will not be permitted to use the Products for productive and/or operational purposes during the acceptance period.

5.5.5 LSP Solutions will at all times be entitled to deliver Products in consignments.

5.5.6 The Products will be deemed as accepted between the Parties:

- a) if no acceptance period applies: on delivery;
- b) if an acceptance period applies but the Client has not provided a test report in accordance with Article 5.5.9: on the first day after the acceptance period;
- c) if an acceptance period applies and the Client has provided a test report in accordance with Article 5.5.9: as soon as LSP Solutions has rectified the Errors specified in the test report.

5.5.7 If the Products are delivered, transferred and tested in stages and/or parts, non-acceptance of a particular stage and/or part will not affect any acceptance of an earlier stage and/or another part.

5.5.8 Contrary to the above, if the Client makes any use of the Products for productive or operational purposes prior to the time of acceptance, the Products will be deemed to have been fully accepted from the start of that use.

5.5.9 If during the agreed acceptance test it becomes apparent that a Product contains one or more Errors, the Client will inform LSP Solutions with a written and detailed test report about these Errors no later than on the last day of the test period. LSP Solutions will rectify the reported Errors to the best of its ability within a reasonable period of time. LSP Solutions is entitled to install temporary solutions, workarounds or problem-avoiding restrictions in the Software.

5.5.10 Acceptance of a Product may not be withheld on grounds other than those relating to the specifications expressly agreed between the Parties, nor may acceptance of a Product be withheld on account of the existence of minor Errors, being Errors that do not reasonably prevent the operational or productive use of the Software.

5.6 Errors

5.6.1 An Error is understood to mean: not meeting the functional specifications laid down in writing by LSP Solutions and, in case of developing customized LSP Solutions Products, the functional specifications explicitly agreed in writing. An Error only exists if it can be demonstrated and reproduced. The Client is obliged to report possible Errors to LSP Solutions immediately.

5.6.2 Any right to have Errors rectified will lapse if the Products supplied have been modified by the Client in any form or in any way whatsoever.

5.6.3 Errors will be rectified at a location designated by LSP Solutions. LSP Solutions is entitled to implement temporary solutions, emergency solutions, detours and/or other problem limiting measures. LSP Solutions is entitled to implement temporary solutions, emergency solutions, workarounds or problem-avoiding restrictions.

5.7 Change in Performance

- 5.7.1** LSP Solutions is entitled to deliver other Products instead of the Products ordered by the Client, provided that the operation and capacity do not differ substantially from those of the Products originally ordered.
- 5.7.2** If the agreement has been entered into with a view to performance by a particular person, LSP Solutions will at all times be entitled to replace this person by one or more other persons with the same qualifications.

6. SAAS

6.1 SaaS General

- 6.1.1** SaaS will only be delivered from a location approved by LSP Solutions (Data Centre) and on or through the equipment approved by LSP Solutions (LSP Solutions Infrastructure).
- 6.1.2** The Client is not entitled to make any adjustments, extensions and/or changes to SaaS offered.
- 6.1.3** In connection with the access to and use of SaaS, the Client has equipment and software at its disposal, either directly or indirectly, that meets the standards and/or requirements set by LSP Solutions and communicated directly or indirectly to the Client. The Client must also continue to comply with the conditions set out in this paragraph. If and as long as equipment and/or software do not comply with these conditions, LSP Solutions' obligation to provide access to SaaS and its use will be suspended by LSP Solutions.
- 6.1.4** The Client will provide LSP Solutions with the opportunity to check whether the standards and/or requirements referred to in Article 6.1.3 of this article are observed.
- 6.1.5** If, after the inspection referred to in Article 6.1.4, the Client still does not observe the standards and/or requirements referred to in Article 6.1.3, LSP Solutions will have the right to terminate all or part of the agreement without prior written notice of default and/or judicial intervention.
- 6.1.6** The Client is obliged to follow instructions of LSP Solutions concerning SaaS.
- 6.1.7** LSP Solutions is entitled to view log files and the like for the purpose of analysing the use of SaaS. The results of such an analysis will not be made available to third parties (third parties do not include the parent companies and/or subsidiaries affiliated with LSP Solutions). This does not apply to figures and data concerning the use of SaaS that cannot be directly traced back to the use by the Client.
- 6.1.8** If the Client discovers a breakdown, it must report this immediately to LSP Solutions. After a breakdown has been reported by the Client, LSP Solutions will take the measures required that result or could result in repair.
- 6.1.9** The costs of repairing the breakdown will be borne by Client if it appears that the breakdown is caused by the improper use by the Client or is due to the Client's actions or omissions in violation of the agreement.
- 6.1.10** LSP Solutions will inform the Client in advance of any scheduled Maintenance to SaaS, if this Maintenance leads to problems with gaining access to SaaS or SaaS not being available. In such case Maintenance will be carried out from 00:00 to 06:00 (CET). Other Maintenance will be carried out during Working Days.

6.2 Obligations of LSP Solutions concerning SaaS

- 6.2.1** LSP Solutions arranges for the availability of SaaS. LSP Solutions will, to the best of its ability and in so far as within its control, aim to achieve an availability percentage to be specified.
- 6.2.2** The percentage referred to in Article 6.2.1 will be measured over a calendar year. Maintenance time is not included herein.
- 6.2.3** LSP Solutions does not guarantee, among other things, that the telephone lines, the Internet and/or other networks offer optimal use and access.
- 6.2.4** LSP Solutions has no obligations with respect to availability, reliability or other performance requirements concerning telephone lines, the Internet and/or other networks and the resulting facilities.
- 6.2.5** LSP Solutions will endeavour to take all useful and necessary measures to ensure the proper functioning and continuity of SaaS. LSP Solutions uses the most recent and standard virus protection programs on the market.
- 6.2.6** LSP Solutions will endeavour to effect a state-of-the-art physical and logical protection against unauthorized access by third parties to the computer equipment and computer programs used by LSP Solutions and/or to the Process Data stored within the framework of the facility or facilities agreed in the agreement.

6.3 Browser

- 6.3.1** The Client will have access to SaaS through a browser. The browsers for which SaaS is optimized on concluding the agreement will be made known by LSP Solutions.
- 6.3.2** LSP Solutions is not obliged to maintain optimal access to SaaS through the browsers referred to in Article 6.3.1. LSP Solutions is entitled, without being obliged to pay any form of compensation whatsoever, to make changes to SaaS that may affect the browsers used by the Client and/or recommended by LSP Solutions.
- 6.3.3** If a case as described in Article 6.3.2 should occur, LSP Solutions will make reasonable efforts to enable the Client to switch to another browser. Any costs arising for the Client in this respect will be at its own expense.

6.4 Use of Identification Data

- 6.4.1** LSP Solutions will only make Identification Data available to the Client if this is necessary for the use of Products. The Client will handle this Identification Data with due care. Client will notify LSP Solutions in the event of loss, theft and/or other forms of unlawful use of the data, so that the Parties can take appropriate measures.
- 6.4.2** The Client will bear all responsibility, liability, any loss and costs caused by the use and/or loss of the Identification Data, used and/or distributed by the Client. Under no circumstances will LSP Solutions be liable for the misuse and/or unlawful use of the Identification Data and the personal data of the Client's users, except in case of intent or gross negligence on the part of LSP Solutions.
- 6.4.3** If it can be reasonably suspected that the Identification Data of the Client have been misused or used unlawfully, LSP Solutions may give instructions to the Client, which must be carried out.
- 6.4.4** If it has been established that the Identification Data have been misused or that Client has not complied with the instructions referred to in Article 6.4.3, the Client will immediately be in default.

6.5 Changes to SaaS

- 6.5.1** LSP Solutions is entitled, following a written announcement, with due observance of a reasonable period and without being obliged to pay the Client any compensation, to make additions and/or changes to SaaS concerning but not limited to:
- access procedures, such as procedures related to operational rules and security requirements;
 - changing a third party provider/supplier, location, hardware, software and other facilities relevant to the provision of SaaS.
- 6.5.2** If the changes result in a demonstrable and substantial adverse change in the working method of the Client's company and/or the functionality of SaaS, the Client will be entitled, after having demonstrated the decline in writing, to request LSP Solutions in writing to offer an alternative. If LSP Solutions subsequently does not offer a reasonable alternative, the Client will be entitled to terminate the use of SaaS, without LSP Solutions being obliged to pay any compensation or refund any money already paid.

6.6 Client Data Traffic

- 6.6.1** LSP Solutions has no control over and/or access to the content of the data traffic from and/or to the Client. LSP Solutions only acts as an intermediary. LSP Solutions gives no guarantees with respect to the content of data as regards, inter alia, reliability and completeness.

- 6.6.2 The Client is responsible for the content of data traffic originating from the Client. In so far as applicable, the code of conduct set out in Article 6.10 will apply to the Client and its users.
- 6.6.3 The Client indemnifies and holds LSP Solutions harmless against any form of claim, accusation or action by a third party in connection with the data traffic, its content or the information originating from the Client.
- 6.6.4 Contrary to the provisions of Article 3.1, the Process Data will remain the property and intellectual property of the Client. The Client grants LSP Solutions, free of charge, the perpetual right to use and process the Process Data. Except as described in Article 6.9.3., Process Data may only be made available to third parties if the data cannot be directly traced back to the Client.
- 6.6.5 Process Data will in principle be kept for as long as the agreement continues. LSP Solutions has no obligation towards the Client to retain the Process Data after the end of the agreement. However, LSP Solutions will at all times be entitled to retain the Process Data to comply with statutory retention obligations, other laws and regulations, orders from a government agency or institution or a court order.
- 6.6.6 LSP Solutions will cooperate in transferring Process Data and/or other data to another application, should the Client so request. LSP Solutions gives no guarantee whatsoever that the Process Data and/or other data present can be transferred to another application during the agreement and/or after the end of the agreement.
- 6.6.7 Any and all costs related to transferring Process Data and/or other data to another application at the request of the Client will be fully borne by the Client.

6.7 SaaS Backups

- 6.7.1 If the Client is unable to make Backups (and LSP Solutions is able to make Backups) and if it has been agreed that LSP Solutions will provide all or part of the Backups, LSP Solutions will make Backups. LSP Solutions will under no circumstance be liable for these Backups, including but not limited to the total or partial loss of Backups and/or errors in Backups.

6.8 Obligations of the Client concerning SaaS

- 6.8.1 If SaaS includes hosting a website of the Client and/or for the benefit of the Client, the Client must have a domain name, issued and registered by an institution authorized to do so, in accordance with the Third-Party General Terms and Conditions applied by the institution concerned. The Client indemnifies and holds LSP Solutions harmless against any form of claim, accusation or dispute in connection with the domain name and the use thereof on behalf of or by the Client.
- 6.8.2 If personal data and/or other data or information are transmitted through SaaS or commercial and/or other activities are developed through SaaS, the Client will indemnify LSP Solutions against all liability, costs or loss as a result of third-party claims, should these personal data and/or other data or information be transmitted or commercial and/or other activities be developed in violation of the relevant privacy legislation and/or other relevant laws or regulations.
- 6.8.3 The Client will inform LSP Solutions in writing immediately about changes that are relevant for the proper performance of SaaS.
- 6.8.4 The Client will comply with the instructions given by LSP Solutions concerning Fair Use. If the Client does not comply with the instructions given by LSP Solutions, LSP Solutions will be authorized to use technical means to reduce the load caused by the Client or in case of persistent excessive load to cease the provision of SaaS to the Client. LSP Solutions will never be liable for any loss whatsoever suffered by the Client or third parties as a result of the measures taken by LSP Solutions and/or third parties.

6.9 Personal data

- 6.9.1 The Client is the controller within the meaning of the General Data Protection Regulation (GDPR) and is therefore responsible for the protection of personal data that are sent and/or processed for the benefit of the Client by the equipment and/or software of LSP Solutions.
- 6.9.2 The Client indemnifies LSP Solutions against all claims based on an invasion of privacy.
- 6.9.3 In so far as the Client is entitled to do so, the Client explicitly agrees to the inclusion, for administration and management purposes, of the personal data of Client's users in LSP Solutions' register of personal data. This register of personal data includes Identification Data and Process Data and is in principle only accessible by LSP Solutions. LSP Solutions processes Identification Data, other personal data of users of its SaaS environment and Process Data in order to be able to track at any time which person has made a certain change in Process Data. This information will not be disclosed to third parties, except in cases where LSP Solutions is required to do so pursuant to laws or regulations, an order of a government body or institution or a court decision, or if the data subject has given explicit consent. LSP Solutions describes this processing of personal data in its privacy policy, which is updated from time to time. The Client confirms that it has taken note of the most recent privacy policy.
- 6.9.4 With the exception of what is stated in Article 6.9.1, as processor within the meaning of the General Data Protection Regulation (GDPR), LSP Solutions is responsible for the protection of personal data, the use of which by LSP Solutions is necessary for the correct performance of the agreement, and it will indemnify the Client against liability in the event that the Client is sued by a person for invasion of privacy as a result of an act or omission of LSP Solutions. With regard to the processing of personal data, LSP Solutions acts on the instructions of the Client. LSP Solutions processes the personal data provided by the Client exclusively for the performance of the Services.
- 6.9.5 LSP Solutions undertakes, and imposes this obligation on all its employees to be involved in the processing of personal data, to maintain confidentiality of the personal data made available to it by the Client.
- 6.9.6 In so far as end users can directly access the part of the LSP Solutions platform used for the benefit of the Client, the Client will be responsible for correctly informing these persons about its identity, for the manner in which the protection of personal data is given substance to, and for the manner in which persons can exercise their legal rights.
- 6.9.7 The Client is responsible for exercising the right of access and right to rectification by persons whose personal data have been collected/processed.

6.10 Code of Conduct

- 6.10.1 SaaS and/or the other facilities offered must be used in a responsible manner. It is forbidden to use SaaS and/or the other facilities offered in such a way that:
 - a) the Infrastructure may be damaged;
 - b) the use may be disrupted.
- 6.10.2 The Client will ensure that such damage and/or disruptions are not the result of misconfiguration on its part.
- 6.10.3 It is forbidden to use SaaS and/or other facilities offered for illegal practices and/or in violation of the agreement or netiquette.
- 6.10.4 LSP Solutions reserves the right, at its own discretion, to disable the use of SaaS and/or the other facilities offered, remove the relevant information and/or suspend its obligations, if it is required to do so by law or court order and/or if a third party points out to LSP Solutions and/or if there are grounds to suspect that through SaaS the rights of a third party are infringed, the provisions of the General Terms and Conditions of LSP Solutions and/or the agreement are breached and the resulting obligations in this respect are not, not properly or not fully met, and to continue doing so until the obligations are met.
- 6.10.5 LSP Solutions and/or third parties will never be liable for loss of any nature whatsoever suffered by the Client and/or third parties as a result of the measures taken by and/or for LSP Solutions on the basis of Article 6.10.4. The obligations to pay the agreed amounts remain in full force during the measures taken by and/or for LSP Solutions on the basis of Article 6.10.4.
- 6.10.6 If the severity of the acts and/or omissions of the Client justifies this and/or if these acts and/or omissions are continued despite the measures taken by and/or for LSP Solutions, as set out in Article 6.10.4, LSP Solutions will have the right to terminate the agreement in accordance with Article 1.5.4, without LSP Solutions being liable to pay any compensation in this respect or to refund any money already paid.

7. THIRD-PARTY PRODUCTS

7.1 Third-Party Products

- 7.1.1** LSP Solutions is entitled to supply Third-Party Products or to involve Third-Party Products in order to meet its obligations under the agreement. Unless otherwise agreed in writing, LSP Solutions is not responsible for Third-Party Products.
- 7.1.2** If LSP Solutions supplies Third-Party Products to the Client, the Third-Party General Terms and Conditions will apply to the agreement in addition to these General Terms and Conditions of LSP Solutions.
- 7.1.3** LSP Solutions transfers rights to Third-Party Products under the conditions as described in the Third-Party General Terms and Conditions.
- 7.1.4** Unless otherwise agreed in writing, LSP Solutions will not carry out Maintenance or provide Support or other services with regard to Third-Party Products.
- 7.1.5** With regard to Third-Party Products delivered, LSP Solutions will provide:
 - a) services for Third-Party Products, subject to terms and conditions not exceeding those stated in the Third-Party Terms and Conditions.
 - b) a warranty for the period and subject to terms and conditions not exceeding those stated in the Third-Party Terms and Conditions.
- 7.1.6** Repairs of Third-Party Products:
 - a) Under no circumstances will Third-Party Products delivered be replaced, unless the Client explicitly requests this and pays the associated costs as an Advance.
 - b) All repairs are subject to handling costs. If repairs are carried out elsewhere than at LSP Solutions, call-out charges, hourly wages and other related costs will be charged.

7.2 Third-Party General Terms and Conditions

- 7.2.1** Third-Party General Terms and Conditions declared applicable in these General Terms and Conditions of LSP Solutions will, if available at LSP Solutions, be sent on request. The Third-Party General Terms and Conditions will be made available in the same format and language as received by LSP Solutions.
- 7.2.2** The General Terms and Conditions of LSP Solutions take precedence over the Third-Party General Terms and Conditions unless otherwise stated in the agreement between the Parties. In the event of conflict between the General Terms and Conditions of LSP Solutions and the Third-Party General Terms and Conditions, LSP Solutions may declare the relevant conflicting provisions in the Third-Party General Terms and Conditions either inapplicable or applicable.