HYPERNODE®

Terms and Conditions

These are the general terms and conditions of Hypernode B.V. with its office at Ertskade 109, 1019BB in Amsterdam, registered with the Chamber of Commerce under registration number 06090748 and can be visited online via www.hypernode.com (hereinafter: "Supplier").

These general terms and conditions apply to any agreement for the provision of services concluded between the Supplier and the natural or legal persons who purchase the services (hereinafter: "Customer").

Supplier and Customer are hereinafter referred to collectively as "Parties" and individually as the "Party"

Article 1. Definitions

Account: any user interface with which the Customer, after entering login details, can request, manage and configure (certain aspects of) the Services, as well as the configuration(s) and the files stored for and by the Customer themselves.

Terms and Conditions: the provisions of this document

Acceptable Use Policy: describes the conditions for use that apply to each party that uses Hypernodes products and services.

Additional Terms and Conditions: terms and conditions including and insofar as applicable, a Service Level Agreement and a Data Processing Agreement, and third-party terms and conditions which apply to the delivery of specific products and/or Services and which apply in addition to the General Terms and Conditions.

Consumer: A Customer who acts as a natural person, not in the exercise of his profession or business.

Services: the products and/or services that the Supplier will provide to the Customer pursuant to an Agreement.

Services Annex: Annex to the Agreement in which a particular Service and the specific terms and conditions applicable to that Service are described.

Main agreement: the document (e.g. an approved quotation, order or umbrella agreement) in which it is laid down which Services will be provided by the Supplier and which prices are payable by the Customer for this.

Intellectual Property Rights: all intellectual property rights and related rights, such as copyright, trademark rights, patent rights, design rights, trade name rights, database rights and related rights.

Additional work: the performance by the Supplier, at the request or with the consent of the Customer, of work or other services that fall outside the content or scope of the Agreement due to unforeseen circumstances, necessary for the performance of the Agreement.

Agreement: any agreement between the Supplier and the Customer on the basis of which the Supplier provides Services to the Customer and of which these General Terms and Conditions and any appendices such as any Service Level Agreement form an inseparable part.

Service Level Agreement: any further agreement concluded between the Parties in which agreements are made about the quality and availability of the Services provided, which is linked to concrete and measurable key performance indicators.

Confidential Information: any information that is marked as confidential, or that the receiving Party should understand to be of a confidential nature. In any case, the content of the Agreement is confidential.

Article 2. General

2.1 These General Terms and Conditions apply to all quotations and offers made by the Supplier and to all Agreements concluded between the Parties. This also expressly applies to any future quotations, offers or Agreements in which these General Terms and Conditions have not been made available to the Customer again.

2.2 Terms or conditions set by the Customer or other further agreements between the Supplier and the Customer that deviate from or do not appear in these General Terms and Conditions are only binding on the Supplier if they have been expressly accepted by the Supplier in writing.

2.3 The applicability of the Customer's purchase or other terms and conditions is expressly rejected.

2.4 Third-party products and/or services may be part of the Services. If that is the case, the (general) terms and conditions of the third party in question will also apply to (the use of) those products and/or services, with the exception of the deviating terms and conditions from these General Terms and Conditions.

2.5 The Agreement between the Parties consists of several parts. In the event of a conflict between these parts, the order of precedence shall prevail in which the aforementioned documents shall take precedence over the documents referred to later;
   a. Main agreement;
   b. SLA/Services Annex;
   c. Additional Terms (if applicable);
   d. General Terms and Conditions

   For the rest, the documents apply in addition to each other.

2.6 These General Terms and Conditions replace all (general) terms and conditions previously agreed for the provision of Services. This also applies to Agreements that are already in force.

Article 3. Formation of the Agreement

3.1 All quotations and offers from the Supplier are subject to change and valid for 30 days after provision by the Supplier, unless otherwise stated in the quotation or offer.

3.2 The Customer guarantees that the information provided to the Supplier is correct, complete and up-to-date. If it turns out that the information provided is incorrect, the Supplier has the right to adjust the prices accordingly or to terminate or dissolve the Agreement. The provision of incorrect or incomplete information may affect the (expected) delivery time of the Services.

3.3 Agreements and amendments thereto between the Parties are concluded by written confirmation (including by e-mail) by the Supplier of an order from the Customer, or at the time that the Supplier starts providing a Service, or parts thereof.

3.4 Supplier is not obliged to accept a request or acceptance from the Customer. The Supplier is entitled at all times to break off negotiations with the Customer or to withdraw an offer to the Customer without giving reasons and without being obliged any compensation to the Customer or any third party or to continue negotiations.

3.5 If the Customer is a Consumer, the Customer has a period of fourteen days from the conclusion of the Agreement to dissolve the Agreement in writing and free of charge without giving reasons. Services that are determined on the basis of the Customer's specifications (customized) or are personal in nature, such as domain names (and SSL certificates) are excluded.

3.6 In order to be able to use the goods and/or Services of the Supplier, the Customer must be of legal age, i.e. older than eighteen (18) years. By entering into an agreement with the Supplier, the Customer declares that it is of legal age.

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Article 4. Term and Termination

4.1 Agreements are entered into for the agreed minimum term, or if no minimum duration has been determined, for the duration of 12 months, unless expressly agreed otherwise.

4.2 The Customer is not entitled to terminate the Agreement with an agreed minimum term for convenience, other than on the grounds referred to in Article 12, unless expressly agreed otherwise by the Parties. If the Customer terminates an Agreement before the expiry of the minimum term, the Supplier shall be entitled to the remaining compensation which would be due if the Agreement had not been terminated prematurely. In addition, the Supplier's claims against the Customer are immediately due and payable and the amounts already invoiced for services performed remain due.

4.3 Unless expressly agreed otherwise in writing, a fixed-term Agreement may be terminated at the end of the minimum term (by both Parties) with due observance of a notice period of 1 month. In the absence of such termination, the Agreement will be renewed for a period of 1 year. If the Customer is a Consumer, the Customer will have a notice period of one (1) month by operation of law upon renewal.

4.4 If the Agreement has been entered into for an indefinite period of time, it may be terminated by both Parties in writing at any time after an initial period of 12 months, subject to a notice period of 2 months. Consumers may terminate an Agreement for an indefinite period of time, insofar this is the case, at any time with a notice period of 1 month.

4.5 If the Agreement relates to the provision of certain Services that end with the completion of specific activities or tasks (i.e. if it is a "one-off agreement"), the term of the Agreement is equal to the period necessary to provide the relevant Services.

Article 5. Execution of the Agreement

5.1 After the conclusion of the Agreement, the Supplier will make every effort to comply with it to the best of its knowledge and ability. However, the Supplier does not offer any guarantees about quality or availability, unless expressly agreed and insofar as applicable in a dedicated part of the Agreement, such as a Services Annex and/or Service Level Agreement (SLA).

5.2 The (delivery) periods and (delivery) dates mentioned by the Supplier are indicative in nature, unless explicitly stated otherwise.

5.3 The Supplier is not bound by a (whether or not final) deadline for delivery or (delivery) date that can no longer be met due to circumstances beyond its control that occurred after the conclusion of the agreement.

5.4 If and to the extent required for the proper performance of the Services, the Supplier has the right to have certain activities carried out by third parties.

Article 6. Price

6.1 All prices are in euros and excluding sales tax (VAT) and any other levies imposed by the government, unless otherwise indicated.

6.2 If a price is based on information provided by the Customer and this information turns out to be incorrect, the Supplier has the right to adjust the prices accordingly, even after the Agreement has already been concluded.

6.3 During the term of an agreement, the Supplier is entitled to adjust the prices for its services annually.

6.4 If the Agreement is a continuing performance agreement, the Supplier also has the right to increase the prices at any time, in addition to an annual indexation. Supplier shall notify Customer of price changes at least 1 month in advance via its website and by email.

6.5 In the event of a price increase pursuant to Article 6.4, the Customer has the right to terminate the Agreement with effect from the date on which the increased rates come into effect. Customer does not have this right if the price change is the result of:
   a. Inflation;
   b. a price increase by the supplier(s) of the Supplier;
   c. an obligation incumbent on the Supplier by or due to laws and/or regulations; or
   d. price change in favor of Customer.

   The price changes referred to in this paragraph under a- d may take effect immediately.

6.6 If the Customer acts in the capacity of a Consumer, the Customer has the right to terminate the Agreement if the price increase is implemented within 3 months after the Agreement has been concluded. However, the Customer is not entitled to this right of termination in the event of a price adjustment on the basis of the indexation as referred to in Article 6.3.

Article 7. Payment

7.1 The Supplier shall charge the amounts owed by the Customer as follows:
   a. One-time costs (such as installation costs, activation costs) will be invoiced on the delivery date;
   b. Amounts due periodically are invoiced in advance and are due from: the date of delivery or the date of the actual commissioning of the Service, whichever is earlier;
   c. Additional Services, usage fees, and time- and material-based amounts are billed monthly in arrears;
   d. If a project is delivered in phases, the Supplier is entitled to invoice in advance in parts, monthly or on the basis of hours worked (this in the opinion of the Supplier).

7.2 The invoice must be paid within thirty (30) calendar days of the invoice date, unless expressly agreed otherwise by the Parties.

7.3 In the event of late payment, the Customer will be in default without the need for a notice of default. In that case, the Supplier is entitled to the statutory interest as referred to in Articles 6:119a and 6:120 of the Dutch Civil Code (statutory commercial interest) and to reasonable compensation of (extra) judicial costs and collection costs.

7.4 In the event that the Customer fails to comply with any obligation under the Agreement, the Supplier is entitled, without any notice of default, to take back delivered goods in addition to suspension of Services, without prejudice to the Supplier's right to compensation for damages, loss of profit and interest.

7.5 The right of the Customer, who is not acting in the capacity of a Consumer, to set-off is excluded.

7.6 The claim for payment is immediately due and payable in the event that the Customer is declared bankrupt, applies for a suspension of payments or is dissolved.

Article 8. Customer's cooperation

8.1 The Customer is obliged to do everything that is reasonably necessary and desirable to enable a correct and timely execution of the Agreement. In particular, during the term of the Agreement, the Customer shall ensure that all information and materials that the Supplier indicates are necessary, or of which the Customer should reasonably understand that they are necessary, useful or desirable, are made available to the Supplier in a timely manner and free of charge.

8.2 If the Customer does not make the information and (aid) resources necessary for the performance of the Agreement available to the Supplier, or fails to do so in a timely manner or in accordance with the agreement, or if the Customer otherwise fails to fulfill its obligations, the Supplier has the right to suspend the performance of the Agreement until the Customer has remedied the shortcomings.

8.3 If, in the context of cooperating in the performance of the Agreement, the Customer deploys its own personnel and/or auxiliary persons, these personnel and auxiliary persons shall have the necessary knowledge, expertise and experience.

8.4 If, in the context of the Agreement, the Supplier carries out work at the Customer's premises, or at another location designated by the Customer, the Customer shall make available to the Supplier all reasonable support and facilities necessary for the provision of the Services, without charging for this.

8.5 If Customer requires any license or other permission from government authorities or third parties for the specific use it gives or intends to give to the Services, Customer must take care of obtaining this itself. The Customer guarantees to the Supplier that it has all licenses and/or consents that are necessary for the Customer's use of the Services.

8.6 The Customer bears the risk of the selection, use, application and management in its organization of the equipment, software, websites, databases and other products and materials and of the services to be provided by the Supplier. The Customer is responsible for the correct installation, assembly and commissioning and for the correct settings of the equipment, software, websites, databases and other products and materials.

Article 9. Liability

9.1 The total liability of the Supplier due to attributable shortcomings in the performance of the Agreement or for whatever reason, expressly including any failure to comply with a warranty or indemnity obligation agreed with the Customer, or due to an unlawful act of the Supplier, its employees or third parties engaged by the Supplier, is limited per event or a series of related events to a compensation of direct compensation for direct damage equal to the lesser of:

    a. the price stipulated for the agreement (excl. VAT), whereby if the agreement is mainly a continuing performance agreement with a term of more than one (1) year, the price stipulated for the agreement is set at the total of the fees (excl. VAT) for one year, and

    b. € 50,000,-- (fifty thousand euros).

    However, under no circumstances will the total compensation for direct damage during the term of the Agreement exceed 100,000 euros (excluding VAT).

9.2 Contrary to clause 9.1, the total liability of the Supplier for damage caused by death, bodily injury or material damage to goods shall never exceed € 500,000 (five hundred thousand euro) per event giving rise to the damage, where a series of related events counts as a single event.

9.3 Liability of the Supplier for indirect damage, including but not limited to consequential damage, loss of income and profit, missed savings, damage to image, trading loss, damage due to business interruption, mutilation, destruction or loss of data, damage as a result of claims by the customers and end users of the Customer and damage in connection with the use of goods prescribed by the Customer to the Supplier, materials, software or subcontractors are excluded.

9.4 The limitations of liability referred to in Article 9 (paragraphs 1 to 3) shall lapse if and insofar as the damage is caused by intent or deliberate recklessness on the part of the Supplier's management.

9.5 Unless performance by the Supplier is permanently impossible, the Supplier's liability due to an attributable failure to comply with the Agreement will only arise if the

Customer immediately and properly gives the Supplier notice of default in writing, whereby the Supplier is offered a reasonable period of time to remedy the shortcoming, and the Supplier continues to be imputably in default even after that period. The notice of default must contain a description of the shortcoming that is as detailed as possible, so that the Supplier is able to respond adequately.

9.6 A condition for any right to compensation is always that the Customer reports the damage to the Supplier as soon as possible after it occurred. Any claim for damages lapses by the mere lapse of 3 months after the occurrence of the damage. If the Customer acts in the capacity of a Consumer, a limitation period of 12 months applies.

9.7 The Customer shall be liable to the Supplier for damage caused by an error or shortcoming attributable to the Customer. The Customer indemnifies the Supplier against claims relating to non-compliance with the Agreement during the use of the Services by or with the Customer's consent. This indemnification also applies to persons who, although not employees of the Customer, have nevertheless used the Services under the responsibility or with the consent of the Customer.

9.8 Liability on the part of the Supplier for shortcomings in products and services of third parties or the Customer itself, including software and software, is excluded.

9.9 The Customer indemnifies the Supplier against all claims of third parties that are related to, or arise from, the use of Services and/or goods provided by the Supplier, including, but not limited to, product liability as a result of a defect in a product or system supplied by the Customer to a third party and which also consisted of equipment supplied by the Supplier, software or other materials, unless and insofar as the Customer proves that the damage was caused by that equipment, software or other materials, costs, damages and penalties arising from claims.

Article 10. Intellectual Property

10.1 All intellectual property rights on the basis of, or pursuant to the Agreement developed or made available materials, products and/or Services are vested exclusively in the Supplier, its affiliates, licensors or suppliers.

10.2 Customer will only obtain a non-exclusive, non-transferable, and non-sublicensable revocable right to use the software made available by Supplier to Customer and the associated written information for the duration of the Agreement. This is exclusively for the normal purpose intended by the Supplier. Usage is subject to the corresponding license terms.

10.3 The Customer is not permitted to publish, reproduce, modify, edit or make available to a third party the materials, products and results of the Services in whole or in part in any way without the prior written consent of the Supplier, except to the extent necessary for the use and the Agreement expressly permits this.

10.4 Customer shall not remove or alter any designations of Suppliers or its suppliers with respect to copyrights, trademarks, trade names or other intellectual property rights.

10.5 The Supplier is permitted to take technical measures to protect its materials. If the Supplier has secured these materials by means of technical protection, the Customer is not permitted to remove or circumvent such a technical provision, unless and insofar as the law stipulates the contrary.

10.6 Supplier has the right to use the (company) name, logo and a general description of the Customer for promotional purposes.

10.7 The Customer guarantees that no rights of third parties preclude the provision to the Supplier of equipment, software, material intended for websites (images, text, music,

domain names, logos, hyperlinks, etc.), data files or other materials, including design material, for the purpose of use, editing, installation or incorporation (e.g. in a website). Customer indemnifies Supplier against any claim by a third party based on the allegation that such making available, use, processing, installation or incorporation infringes any right of that third party. If the Customer is a Consumer, the aforementioned indemnification obligation does not apply, but the Customer is solely responsible and liable for any damage caused by the breach of this article.

Article 11. Force majeure

11.1 Neither party is obliged to fulfill any obligation if it is prevented from doing so by force majeure.

11.2 Force majeure is in any case, but not limited to, to include: disruptions or failures of the internet, data, network, electricity and telecommunications infrastructure and facilities, widespread cyber attacks, cybercrime , network attacks, (D)DoS attacks, power failures, defectiveness of goods or software the use of which the Customer has prescribed to the Supplier, domestic disturbances, government measures, mobilization, war, terrorist attacks, transport disruptions, strikes, lockouts, etc, business disruptions, stagnation in supplies, fire, the unavailability of one or more staff members (due to illness), epidemics, pandemics, import and export barriers.

11.3 The Party suffering the event of force majeure shall not be deemed to be in breach of this Agreement or otherwise liable to the other party for any delay in performance or any non-performance of any obligation(s) under this Agreement (and the time for performance shall be extended accordingly) if an to the extent that the delay or non-performance is due to an event of force majeure. This clause does not extend to the obligation to pay any amounts due and owing.

11.4 In the event of force majeure, the Supplier may suspend the performance of the Agreement as long as the force majeure situation continues. If the force majeure situation lasts longer than 2 months, both Parties have the right to terminate the

Agreement in writing by giving notice, without any obligation to pay compensation to the other party. Once a notice to terminate has been validly given, this agreement will terminate on the termination date set out in the notice.

Article 12. Dissolution and suspension

12.1 Both Parties shall only have the authority to dissolve the Agreement (in whole or in part) if the other Party fails to comply with the obligations under the Agreement or fails to do so in a timely manner and fails to remedy the shortcomings within a reasonable period of time after notice of default. However, a prior notice of default is not necessary in cases where the default occurs by operation of law pursuant to the law or in the case of the grounds referred to in Article 12.3. Payment obligations of the Customer and all other obligations to cooperate by the Customer or a third party to be engaged by the Customer shall always be regarded as essential obligations under the Agreement.

12.2 In addition to the legal grounds for dissolution, both Parties may dissolve the Agreement with immediate effect (in whole or in part) in writing, without a notice of default being required, if (1) the other Party is declared bankrupt, (2) the other Party is granted a moratorium, or (3) the other Party goes into liquidation or is dissolved.

12.3 The Supplier has the right to suspend the Agreement with immediate effect (in whole or in part) or to terminate or dissolve the Agreement (in whole or in part), without a notice of default being required, if:
   a. due to delay on the part of the Customer, the Supplier can no longer be required to comply with the Agreement under the originally agreed conditions;
   b. it is plausible that the Customer is acting in violation of the law or that third parties, data traffic or telecommunications traffic are hindered or inconvenienced by the Customer's use of the Service;
   c. circumstances arise as a result of which performance of the Agreement becomes impossible, or as a result of which the Supplier cannot reasonably be expected to maintain the Agreement unchanged
   d. (new) laws and regulations amend, restrict or prohibit the performance of the Service or the delivery of the Products in accordance with the Agreement;
   e. If relevant permits, licenses and/or permissions are lacking to receive and/or use the fixed Services or operate the network.

12.4 If the Agreement is dissolved, the Customer will continue to owe the amounts already invoiced and no obligations to undo will arise. If the Supplier dissolves the Agreement before the expiry of the minimum term on the grounds referred to in Article 12.1, Article 12.2 or under a and b of Article 12.3, the Supplier will be entitled to the remaining compensation which would be due if the Agreement had not been terminated prematurely.

12.5 Customer is solely responsible for downloading the data or backups stored under the Service before the Service is terminated. Supplier has the right to block, terminate or terminate access to all accounts associated with this agreement immediately after the date on which the agreement is terminated for any reason whatsoever and to delete or disable access to data stored by or for the Customer. This also applies to any backups.

12.6 If applicable, in the event of a legally valid termination of the Agreement and if the Customer has fulfilled its obligations under the Agreement, the Supplier will cooperate at the Customer's request to enable the transfer to another service provider.

Article 13. Confidentiality

13.1 The parties shall maintain strict confidentiality with regard to all Confidential Information that they share with each other in the context of the Agreement and shall also impose this obligation on their employees and on third parties engaged by them for the execution of the Agreement.

13.2 The parties will not take note of Confidential Information unless this is necessary for the execution of the Agreement or they are obliged to do so on the basis of a legal provision or court order. In that case, the Parties will endeavor to limit knowledge as much as possible, insofar as this is within their power.

13.3 The parties will only use the Confidential Information to the extent necessary for the performance of the Agreement and will only disclose it if they are required to do so by

law or by a court order from a competent court. In the latter case, the Parties will make every effort to limit access to information as much as possible, insofar as this is within their power.

13.4 The duty of confidentiality ends one year after the termination of the Agreement.

Article 14. Processing of personal data

14.1 If, in the context of the performance of the Agreement, the Supplier processes personal data as a 'processor' on behalf of the Customer as a 'controller' within the meaning of the General Data Protection Regulation (GDPR), the Parties must enter into a 'processing agreement'. The Customer will make use of the possibility offered by the Supplier to this end, such as providing the standard clauses for processing.

14.2 The Customer has an independent obligation to comply with the applicable privacy laws and regulations. The Customer guarantees that any provision of (personal) data by the Customer to the Supplier is lawful and that the processing of this data in accordance with the Agreement does not violate any applicable privacy laws and regulations or infringe the rights of third parties.

14.3 Customer indemnifies Supplier against all claims by third parties arising from or related to Customer's non-compliance with the applicable privacy laws and regulations. The indemnification also relates to all damages and (legal) costs that the Supplier suffers or incurs in connection with such a claim.

14.4 Customer (if a natural person) has the right to inspect his personal data. If the overview provided by us contains inaccuracies, the Customer may request the Supplier in writing to change the personal data or have it removed. If the Customer requests the Supplier to delete its personal data and the Supplier (partially) complies, this action can no longer be reversed. There is no backup of deleted data available.

14.5 If, on the basis of a request or authorized order from a public authority or in connection with a legal obligation, the Supplier carries out work with regard to the data of the Customer, its employees or users, all costs associated with this may be charged to the Customer.

14.6 Insofar as the Supplier processes personal data of the Customer as a natural person ('data subject' within the meaning of the GDPR) in the context of the performance of the Agreement, this processing will take place in the manner and for the purposes as described in the most recent version of the Supplier's Privacy Policy (the "Privacy Policy") that can be found on the Supplier's website.

Article 15. Modification of the Terms and Conditions

15.1 The Supplier has the right to amend or supplement these General Terms and Conditions and the Services and will notify the Customer or on the Supplier's website of any changes in writing at least 1 month in advance.

15.2 If the Customer does not wish to accept a change, the Customer must object in writing within 14 days of the notification. If the Supplier decides to implement the change despite the Customer's objection, the Customer may terminate the Agreement in writing and at the latest until the date on which the change takes effect. Use of the Services after this date constitutes acceptance.

15.3 The procedure described above does not apply to changes of minor importance, changes in favor of the Customer or changes resulting from new or changed laws or regulations. Such changes can be implemented unilaterally and with immediate effect by the Supplier. In that case, the Customer does not have the right to terminate the Agreement.

Article 16. Transfer of rights

16.1 The Customer is not entitled to transfer its rights and/or obligations under the Agreement to a third party without the prior written consent of the Supplier.

16.2 The Supplier may engage third parties in the performance of its obligations under the Agreement. However, this does not in any way relieve the Supplier of its obligations.

16.3 The Supplier has the right to transfer the Agreement(s) with the Customer to other companies that are part of the group of which the Supplier is a member and/or to third parties. To the extent necessary, the customer hereby grants permission and its cooperation to Supplier.

Article 17. Additional work

17.1 If, at the request or with the consent of the Customer, the Supplier has performed work or other services that fall outside the content or scope of the Agreement, these activities or performances will be reimbursed by the Customer in accordance with the agreed rates and, in the absence thereof, in accordance with the Supplier's usual rates. The Supplier is not obliged to comply with such a request.

17.2 In the event that, due to circumstances unknown at the time of the conclusion of the Agreement, the Supplier has to perform more work or other performance than agreed, or has to perform work or other performance under circumstances more onerous than it was or should have been aware of at the time the Agreement was concluded, the Supplier may charge the resulting additional costs.

17.3 In the case of Additional Work, the Supplier will inform the Customer in advance of the associated (estimated) costs and will only carry out the Additional Work after approval by the Customer. However, the foregoing does not apply to Additional Work that is

necessary in the context of the Services already agreed, as referred to in paragraph 2 of this article. Such Additional Work may be carried out on the basis of subsequent calculation without the Customer's consent.

17.4 The Customer accepts that the agreed or expected time of completion of the obligations, the mutual responsibilities of the Customer and the Supplier and the agreed rates of the Supplier may be affected by changes or extensions of the activities, services or deliveries as referred to in this article.

17.5 The Customer accepts that Additional Work may affect the completion of the service, already agreed (delivery) deadlines and the mutual responsibilities of the Customer and the Supplier. The occurrence of (the demand for) Additional Work during the execution of the Agreement can never constitute a ground for the Customer to terminate or dissolve the Agreement.

Article 18. Governing Law

18.1 This Agreement is governed by the laws of the Netherlands.

18.2 Insofar as the rules of mandatory law do not prescribe otherwise, any disputes between the Parties arising from or in connection with the Agreement will be submitted to the competent Dutch court for the district in which the Supplier is established.

Article 19. Final provisions

19.1 If any provision of these Terms and Conditions is found to be null and void or is annulled, the remaining provisions shall remain in full force and effect. In that case, the Supplier will enter into consultations in order to agree on a new provision with regard to the void or voided provision, whereby the purpose and purport of the void or voided provision will be taken into account as much as possible.

19.2 The Supplier's log files and records provide the Customer with full evidence of the Supplier's claims, without prejudice to the Customer's right to provide evidence to the contrary.

19.3 Information and notices, including price indications, on the Supplier's website are subject to programming and typing errors. In the event of any inconsistency between the Supplier's website and the Agreement, the Agreement shall prevail.

19.4 In these General Terms and Conditions, "in writing" also includes communication via email, provided that the identity and integrity of the email is sufficiently established, with the exception of termination and dissolution of the Agreement.

19.5 During the term of the Agreement and until one year after its termination, each of the Parties shall not employ or otherwise employ employees of the other Party who have been involved in the performance of the Agreement or otherwise have them work for it, directly or indirectly, without the prior written consent of the other Party. The other party is entitled to attach conditions to the said consent.

19.6 The Customer shall always inform the Supplier in writing of any changes in name, postal address, e-mail address, telephone number or account number.

19.7 These General Terms and Conditions also apply to the Customer's legal successors. The Customer must ensure that a third-party clause is included in the event of legal succession, so that the Supplier's general terms and conditions continue to apply to the Services purchased.