

Terms and conditions Referit B.V.

General terms and conditions

Article 1 Applicability of the general terms and conditions

- 1.1 These general terms and conditions apply to all offers of Referit B.V. (hereinafter to be referred to as RIT), to the Framework agreement between Client and RIT and to all (Sub)agreements between Client and RIT. If the offers or agreements referred to include varying stipulations, they will prevail over the stipulations concerned in these general terms and conditions.
- 1.2 These general terms and conditions apply with explicit rejection of varying statutory or other provisions, including in particular any general terms and conditions of Client, with the exception of mandatory legal provisions.

Article 2 Conclusion and validity

- 2.1 An agreement between RIT and Client is concluded after RIT has received a written or electronic (e-mail, fax) confirmation or order/instruction from Client, in which the services and/or goods are specified.
- 2.2 The (Sub)agreement is a document in which an oral arrangement, or a written or electronic confirmation of order/instruction as referred to in 2.1, is formally laid down. The provisions laid down in the (Sub)agreement, signed by representatives authorized to sign of both parties, are considered to be agreed between parties, unless either party proves the contrary.
- 2.3 Changes to the (Sub)agreement shall only be binding on the parties after they have been laid down in writing and are signed by representatives having the authority to sign of both parties.
- 2.4 Any (Sub)agreement, concluded between Client and RIT, constitutes a completely independent (Sub)agreement. Attributable failing in the compliance with an obligation under a (Sub)agreement does not constitute ground to set another (Sub)agreement aside, or for a claim for damages with respect to another (Sub)agreement.
- 2.5 Offers, plans, technical specifications, test plans and acceptance plans constitute a part of the (Sub)agreement in so far as they are stated in it. Changes to these documents are only possible after approval of Client.

Article 3 Applicable law, competent court

- 3.1 All (Sub)agreements to be concluded between Client and RIT are governed by Dutch law.
- 3.2 Any dispute between Client and RIT will be brought before the competent court in The Hague with the exclusion of all other courts.

Article 4 Liability

- 4.1 RIT accepts statutory obligations to pay damages in so far as mentioned in this and only this article.
- 4.2 The total liability of RIT for attributable shortcoming in the compliance with the (Sub)agreement is limited to compensation of damage to a maximum amount of the price (exclusive of VAT) stipulated for that (Sub)agreement. If the (Sub)agreement is mainly a continuing performance (Sub)agreement with a duration of more than one year, the totality of the damages is set to the price stipulated (exclusive of VAT) for one year. Under no circumstances the total payment for direct damages shall exceed € 450.000,-. A series of coherent incidents will count as one incident in this connection. This direct damage shall mean:
- the reasonable costs that Client should have to incur to have the performance of RIT conform to the (Sub)agreement. However, this damage will not be paid if Client has dissolved the (Sub)agreement;
 - the costs Client has incurred for maintaining his old system or systems and related facilities operational for a longer period out of necessity, because RIT failed to deliver at a binding delivery date, less any savings as a consequence of the delayed delivery;
 - reasonable expenses for assessment of the cause and extent of the damage, in so far as the assessment relates to the direct damage within the meaning of these terms and conditions;
 - reasonable expenses incurred to prevent and minimize the damage.
- 4.3 Apart from the cases mentioned in the previous sub clause no liability for damages rests with RIT, regardless of the grounds on which legal proceedings for compensation would be based. Liability of RIT for indirect damage, including consequential damage, lost profit, missed savings and damage owing to business interruption, is excluded.
- 4.4 The limitations of liability included in 4.2 and 4.3 will be cancelled in the event of claims for compensation by third parties as a consequence of death or physical injury or for material damage to properties, with the exception of immovable property, in which connection a series of coherent incidents will count as one incident. The liability pursuant to this stipulation is limited to the sum that is compensated by the insurance taken out by RIT for its business operations.
- 4.5 The liability of RIT for attributable shortcoming in the compliance with a (Sub)agreement arises only if RIT is put into default by Client in writing forthwith and properly, setting a reasonable time limit for curing the non-performance, and if RIT also fails attributable in the compliance with its obligations in that time limit. The notice of default must contain a description of the shortcoming as detailed as reasonably possible, as to allow RIT to respond adequately. In case of insufficient detailing of the shortcoming RIT will have to express this within two working days.
- 4.6 Condition for the existence of any right to compensation is always that Client reports the damage as soon as possible after having noticed it. The right to any compensation is cancelled if Client fails to test products in a three months' period after delivery.
- 4.7 Client will hold RIT harmless against claims from third parties for product liability as a consequence of a fault in a product or system that Client has put to the disposal of a third party and which included hardware, software or other materials delivered by RIT.

Article 5 Termination and dissolution

- 5.1 The (Sub)agreement will remain in force until the expiry date mentioned in the (Sub)agreement.
- 5.2 It may, however, be dissolved with immediate effect by either party by registered letter if:
- the other party has applied for a moratorium of payments or
 - a bankruptcy petition is filed against the other party or
 - the other party has not fulfilled any stipulation of the (Sub)agreement and has failed to remedy this within 14 days after a warning to that effect.
- 5.3 RIT will render co-operation in safeguarding the data of Client or in their transfer to another system or media within a maximum period of three months after the termination. The costs for this performance will be for the account of Client.

Article 6 Secrecy and publicity

- 6.1 RIT undertakes to keep secret all data received within the framework of the (Sub)agreement about the business of Client.
- 6.2 Without the permission of RIT Client shall not provide information to third parties on the working methods nor disclose reports or other material of RIT to third parties.

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6.3 RIT is permitted to use the name of Client as a reference in its communication with other (prospective) Clients. In such case Client decides in consultation with RIT which information will fall under the scope of Article 6.

Article 7 Invoicing and payment

7.1 All invoices of RIT must be paid at the latest 14 days of date of invoice. When this term is exceeded, RIT is entitled to charge an interest of 1% per month.

7.2 All prices specified are exclusive of BTW (VAT). Invoiced sums are inclusive the prevailing percentage of BTW (VAT).

7.3 Client can only raise objections against the invoice within the term of payment.

Article 8 Force majeure

8.1 In the event RIT is prevented from implementing the order/instruction (further) by temporary or permanent circumstances beyond its control, it will inform Client forthwith. In consultation with Client it will try to find a solution. If no solution is agreed, parties have the right to consider the (Sub)agreement dissolved without liability to pay damages, or to suspend the (further) implementation of the (Sub)agreement until the situation of force majeure has disappeared or has been solved. In the event the suspension has lasted six months, the (Sub)agreement will be dissolved even then without the need to perform a further act or of a written notification.

8.2 The term force majeure will be taken to mean, among other things: theft, fire, flood, acts of God, strikes, breakdown of the energy supply and communications, traffic jams, epidemics and long-lasting illness of employees, considerable turnover of staff or understaffing, all shortcomings in the compliance with the obligations by Third parties engaged by RIT, including at all times delays in delivery or inadequacy or malfunctioning or not functioning of products and/or services of Third parties, such as Telecom providers and manufacturers of software and hardware, and non-attributable shortcomings in the compliance with the obligations by Subcontractors hired in by RIT.

Article 9 Taking over of personnel

9.1 For the duration of the (Sub)agreement and for one year after its termination Client shall only be allowed to engage employees of RIT who were involved in the implementation of the (Sub)agreement, or have them work for Client otherwise, direct or indirectly, after proper business like consultation is held with RIT. Non-compliance with this stipulation will oblige Client to pay a sum of € 15.000,- to RIT for each employee taken over.

Article 10 Industrial and intellectual property rights; depositing of source code

10.1 RIT reserves all industrial and intellectual rights with respect to the computer programs or other works developed by RIT and therefore does not transfer any of the rights mentioned. The same applies to computer programs or works made by subcontractors on the instruction of RIT.

10.2 All reports, registrations and documents which are drawn up or result from work of RIT remain the intellectual property of RIT.

10.3 RIT grants Client a non-exclusive and non-transferable license to all computer programs or other works, developed or produced by RIT or subcontractors engaged by RIT, these as specified in the (Sub)agreement.

10.4 RIT holds Client harmless against claims from third parties relating to infringement of industrial and intellectual (property) rights of these third parties.

10.5 Contrary to the provision of 10.3, for computer programs and works purchased by RIT from a Third party, the license terms used by the Third party in question apply.

10.6 RIT undertakes to give any necessary assistance at the first request of Client in depositing the source code and the corresponding technical documentation related to the Software which is developed by RIT. They will then be deposited with a depositary designated by both parties.

Time and material or Project activities

Article 11 Applicability of the terms and conditions to project activities

11.1 In addition to the general stipulations the articles of this chapter apply to all offers and to all (Sub)agreements in which Client has agreed with RIT an obligation with the nature and intention to install, implement and/or change applications and/or computer systems and for which RIT provides staff to carry this out at the location of Client.

Article 12 Deployment of employees

12.1 RIT reserves at all times the right to replace employees, entrusted by it with the performance of the work, by others, but can only replace higher qualified employees by ones less qualified if the nature of the remaining work justifies this clearly.

12.2 RIT will only proceed to a replacement as referred to above after having expressed this intention to Client in writing at least 30 days beforehand.

12.3 If within 30 days after the beginning of the work of the employee in question Client is of the well founded opinion that an employee does not properly fulfil the duties assigned to him, Client will have the right to demand from RIT in writing that this employee should be replaced by another one of the same job classification and RIT will comply at the latest 30 days of notice without being entitled to charge Client with any resulting additional costs.

12.4 If Client wishes to increase the number of staff seconded to it by RIT, RIT will try to fulfil this wish with within 30 days.

12.5 The work will be carried out under the direction and supervision of Client, who is also entitled to give instructions to the seconded staff. RIT disclaims any liability for work assigned by Client to staff of RIT and/or the effectiveness (results) of the work carried out by the seconded staff.

Article 13 Facilities to be made available by Client

13.1 Client is obliged to put at the disposal of the employees entrusted with the realization of the work an adequate working space, the necessary information and technical means required for the proper realization of the work. Adequate working space is taken to mean: one which satisfies the statutory health and safety requirements.

Article 14 Rates

14.1 Client owes RIT for the work carried out under the (Sub)agreement payment of every hour worked by the employees on the job according to the following stipulations:

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- 14.2 The work will be charged as (1) a fixed total price, (2) or on the basis of a daily rate (= 8 working hours) or hourly rate, all this as laid down in the (Sub)agreement. If the (Sub)agreement is based on an hourly rate, always at least a minimum of half a day will be charged in case of work in a part of the day. The rates do not include reimbursement of travel and accommodation expenses.
- 14.3 Rates apply to work during business hours (hours between 8.30 and 17.00) on working days (calendar days, with the exception of weekends and public holidays, on which work will be done). If work is done outside business hours at Client's request, a surcharge on the rate will be charged.
- 14.4 Where variable costs are referred to in the (Sub)agreement, they will be charged afterwards on the basis of costing.
- 14.5 If the implementation of the (Sub)agreement requires that the employee should travel, differently from the distance between the domicile of the employee and the agreed working location, a fixed reimbursement for traveling expenses will be charged. If the traveling time envisaged here is more than two hours, the hours exceeding the two hours of traveling time will be charged to Client and be deducted from the number of effective working hours per day.
- 14.6 Rates can be changed by RIT yearly as at January 1. RIT informs Client of the new list of rates by sending it to Client not later than one month beforehand.
- 14.7 On the last working day of each month the employees will make a statement for Client listing the hours worked by them in that month under the (Sub)agreement and the expenses incurred at Client's request.
- 14.8 These hour statements will be approved forthwith after their receipt by Client or be rejected stating reasons and returned to the employees in question.
- 14.9 RIT will make out its invoices and send them to Client on the basis of these hour statements, without prejudice to the right of RIT to furnish otherwise evidence of the hours worked under the (Sub)agreement and the expenses incurred by the employees.

Service level based services

Article 15 Applicability of the terms and conditions to management services

- 15.1 In addition to the general stipulations the articles of this chapter apply to all offers and to all (Sub)agreements in which Client has agreed with RIT an obligation with the nature and intention to optimize the availability of applications and computer systems.
- 15.2 The provision of services is limited to the systems and applications specified in the (Sub)agreement.

Article 16 Obligations of RIT

- 16.1 Client can summon RIT to provide support with respect to the operation of computers and software during the Service Window specified in the (Sub)agreement.
- 16.2 RIT will commence the provision of service within the response time specified in the (Sub)agreement. The response time of third parties starts the moment that RIT has reported the incident to the third party in question. If RIT deems it necessary to continue the service work outside the service window mentioned above, no additional costs will be charged for this to Client. If Clients requests continuation of the service work outside the service window, RIT will comply, if possible. The costs of all service work undertaken respectively continued outside the service window at Client's request, will be charged to Client on the basis of the rates charged by RIT at the time.
- 16.3 If solving of the reported incident requires, to the opinion of RIT, services which are not included in this (Sub)agreement, they will only be provided after consultation with and approval of Client, unless otherwise stipulated in the (Sub)agreement.
- 16.4 RIT will detect incidents of a repeating nature. Client will be proposed solutions to solve these problems structurally. These proposals can only refer to the configuration items, the environment conditions or the use of the system. RIT will not attend to the above mentioned incidents until Client has agreed to the corrective proposals and will have them realized within a reasonable period of time or if Client prevents the occurrence of the incidents referred to otherwise.
- 16.5 RIT will detect as much as possible changes in the systems (or their environment conditions) which threaten to reduce the availability of the applications and will propose proactive changes as to guarantee the availability. If Client rejects these proposals of change or omits to implement or have implemented other structural solutions to the problem, RIT will have the right to charge the costs incurred for restoring the availability.
- 16.6 RIT is entitled to introduce temporary solutions or workarounds or problem avoiding restrictions in the software or computer configurations, if at any time necessary.

Article 17 Obligations of Client

- 17.1 Client will see to it that incidents are reported to RIT correctly and completely and monitors that only its employees authorized to do so deal with reporting incidents. RIT reserves the right, if it deems necessary, to furnish an authorization code to the employees of Client involved.
- 17.2 Client will make arrangements to prevent improper use of the system. Reported incidents arising from incompetent treatment or injudicious use of the system, are dealt with by RIT as a regular incident within the meaning of the relevant (Sub)agreement. Costs as a result of dealing with these incidents will be charged separately. In the event of injudicious use RIT is obliged to report and substantiate this to Client in writing.
- 17.3 Client authorizes RIT to act in its name in the matter of maintenance contracts which Client has concluded with Third parties. This concerns contracts which may reasonably affect in any way the quality of the services provided by RIT. Client allows RIT full inspection of the corresponding service agreements or makes sure that RIT is informed of which services and at which conditions can be purchased from Third parties. RIT sees to it that there is no unnecessary recourse to Third parties. If the contracts Client has concluded with Third parties, contain stipulations as a consequence of which RIT cannot fulfil its obligations under the (Sub)agreement, Client will not give notice of default or hold RIT liable for this.
- 17.4 For timely possession of all new, future software attributes, such as right of use (license) for a new version, documentation, binaries and information sheets, Client (if so desired, through the mediation of RIT) must enter into a maintenance contract with the supplier of the software products this (Sub)agreement refers to. Client authorizes RIT summon in its name the services stipulated in these maintenance contracts and to make claims under the warranty conditions therein.
- 17.5 Client grants RIT the power to make improvements in the system up to a sum to be mutually agreed, in default of which a maximum amount of € 5,000.- exclusive of BTW (VAT) applies per problem. This includes repairs and necessary replacements of system components. RIT will specify this expenditure on its invoice to Client.

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- 17.6 RIT, including its personnel and the designated third parties entrusted with the service work, has, with due observance of Client's general access rules, a free and unrestricted access to the products in order to carry out the service work properly. Client is obliged to put at the disposal of the employees entrusted with the realization of the service work an adequate and sufficiently equipped working space, as described in article 13.1, as well as the information and technical means required for the proper realization of the work.
- 17.7 Client guarantees the presence of one of its employees, if necessary, who can carry out simple operations (input of some commands, switch of magnetic and/or optical media, installation of cables, etc.) at the instruction of RIT.
- 17.8 Client will see to it that the required data and telecommunication facilities are available to have the management carried out remotely by RIT and the Third parties designated by RIT. The costs of using the facilities by RIT and the Third parties designated by RIT related to the service, are for the account of Client.
- 17.9 Client, or third parties on the instruction of Client, is not allowed to make changes to the system configuration, environment conditions etc., except with prior written consent of RIT.
- 17.10 Client can present a RFC (request for change) to RIT in connection with article 17.9, or RIT can submit a RFC to Client on its own initiative if it is of the opinion that a change is required or will be in the near future. RIT will decide on the basis of the RFC whether it agrees and then send a specification to Client. If RIT itself submits the RFC, it will already include the specification of the change. Unless Client notifies RIT within 30 days of date of specification in writing that the specification is not in agreement with the RFC or that it does not wish a change as proposed by RIT, the specification will be considered complete and correct and RIT can proceed to implement the change. If the specification is not correct or Client does not wish a change, parties will discuss the situation which has arisen and try to reach an amicable solution.

Article 18 Exclusions

- 18.1 Work due to inspection or repair of failures resulting from external causes, such as defects in communication lines or in voltage facilities, or links using hardware, software or materials which fall outside the scope of the (Sub)agreement, is no part of the obligations of RIT under the (Sub)agreement, and will be charged to Client separately, unless explicitly stipulated otherwise in the (Sub)agreement.
- 18.2 The maintenance price does not include:
- purchase and replacement of consumer items, such as magnetic storage media en toner;
 - activities for partial or general overhaul of the hardware;
 - relocation, reinstallation of equipment or activities resulting from this, if not initiated by RIT;
 - reinstallation of the software as a consequence of changes in the hardware configuration.

Article 19 Price changes and surcharges

- 19.1 Prices will be adjusted yearly as at January 1 based on the general change in the level of prices and/or the general increase in inflation/deflation as evidenced by the CBS (Dutch Central Bureau of Statistics) Business services Index, SBI 2008 M-N, but a price adjustment will never exceed 15%.
- 19.2 Activities RIT carries out for work outside the scope of the (Sub)agreement, are, after consent of Client, charged on the basis of costing according to the rates specified elsewhere in the (Sub)agreement, or to be agreed at the time.
- 19.3 If Client is of the opinion that the deployment of RIT is of an urgent nature but not a disaster, RIT will be allowed to charge traveling and accommodation expenses in the following situations:
- if the traveling time for one way exceeds 1.5 hours, the employee involved is authorized to book one stay-over, the costs of which will be charged to Client.
 - If the traveling time for one way exceed 2 hours, for each hour of traveling time exceeding 2 hours 50% of the rate will be charged to Client.
- 19.4 If Client is of the opinion that the deployment of RIT is of an urgent nature but not a disaster, RIT will add the following surcharge to the hourly rate:
- | | | |
|---|---|--------|
| a | Monday up to Friday from 18.00 till 22.00 hours | : 25% |
| b | Monday up to Friday from 22.00 till 08.00 hours | : 50% |
| c | Saturday, Sunday and public holidays from 0.00 till 24.00 hours | : 100% |

Article 20 Changes, extension and termination

- 20.1 Changes to the nature and scope of the (Sub)agreement can enter into force at any time during the term by mutual agreement and after they have been laid down in writing.
- 20.2 Giving notice to terminate the (Sub)agreement takes place by registered letter six months before the expiry of the contract period. If no notice is given the (Sub)agreement is continued each time for the period of one year.
- 20.3 Half-yearly evaluation: If it appears from periodical reports that the actual recourse to the services of RIT over half a year deviates more than 20% from the planned performance in that period, RIT will propose to adjust the prices to the actual performance. If Client does not agree to this adjustment, RIT will continue the contract for a maximum of 3 months under the then prevailing conditions after which the contract will be regarded as normally terminated.
- 20.4 Early termination: Either party can terminate the (Sub)arrangement early and without giving reasons by notice of termination with due regard to a notice period of 1 month. The party giving notice undertakes to pay a penalty of 50% over the indexed remaining contract value with a minimum amount of the fixed instalments calculated over a period of three months. Early termination of the contract otherwise than stipulated here is not possible. Client can become the owner of the hardware used by him after the book value has been paid or any other obligations have been transferred to Client's name (e.g. lease or insurance).

Article 21 Invoicing and payment

- 21.1 The fixed costs arising from this (Sub)arrangement are invoiced quarterly at the beginning of that quarter. If payment of this invoice has not been effected according to the general terms and conditions of RIT, the right to the agreed service is cancelled until payment has been effected. Variable costs of Third parties are invoiced to Client according to the provisions in the contracts with those parties in so far as it is agreed that invoicing of these Third parties takes place through RIT.
- 21.2 Payment by RIT to Third parties which is invoiced to Client through RIT in connection with the performance of this (Sub)arrangement is effected after Client has paid the invoice concerned to RIT (positive cash flow method). Interests, penalties, surcharges and other costs arising from this stipulation for RIT will be charged to Client.

Hosting services or Co-location services

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Article 22 **Applicability of terms to Hosting Services or Co-location services**

22.1 In addition to the general stipulations the articles of this chapter apply to all offers and to all (Sub)agreements in which RIT has agreed with Client to assume an performance obligation by virtue of which RIT puts a computer system with network link (hosting) to the disposal of Client or houses (co-locate) a computer system of Client, hereinafter referred to as HC service.

Article 23 **Domain Name**

23.1 If Client has applications hosted by RIT which require access to Internet, Client needs to possess a domain name, issued and registered by a competent authority, in accordance with the conditions set by the authority in question.

23.2 Client indemnifies and holds RIT harmless against any form of claim, charge or legal action related to (the use of) the domain name on behalf of or by Client.

Article 24 **Use of the HC service**

24.1 Client is not allowed to resell and/or rent the HC service, unless agreed otherwise.

24.2 Client must ensure that it uses the HC service and any End user hardware that is part of it, with due care. Client will observe any instructions given by RIT for the use of the HC service and any End user hardware that is part of it.

24.3 Client is not allowed to use hardware or software, which may cause damage to the HC service, to RIT or to a third party, or which may cause a failure in the HC service.

Article 25 **Use of networks**

25.1 Client can use the networks which are direct or indirectly linked to the Networks of RIT. For this the condition applies that, when gaining access to the network of a third party, Client will observe the statutory and other conditions (such as the applicable Acceptable Use Policy, net etiquette, other national or international rules of conduct for the use of internet, e-mail, etc.) prevailing at the time for use of that network.

25.2 RIT cannot be reasonably expected to submit to Client the prevailing conditions mentioned in sub clause 25.1.

25.3 Client indemnifies and will compensate RIT for every claim, charge or legal action as a consequence of non-compliance with the provisions of sub clause 1.

25.4 Client will not cause disruption of the functioning of the Network of RIT, Network(s) of third party(s) and/or the link between these Networks by means of (the contents of) data communication or acts or omissions of Client.

25.5 If in the reasonable opinion of RIT danger threatens the functioning of the Network of RIT and/or the provision of services to clients of RIT such as, but not exclusively, owing to spam mail, open relay, port scan or hacking by Client and/or in the name of Client, RIT can give Clients reasonable instructions, which must be carried out within a reasonable time.

25.6 Client is without further notice in default if the instructions referred to in the previous sub clause are not complied with within the reasonable time stated in the instruction and/or if (the contents of) data communication or acts or omissions of Client appears to constitute a disruption of the functioning of the Network of RIT, network(s) of third party(s) and/or the link between these Networks

Article 26 **Data communication of Client**

26.1 If a third party points out to RIT that the web site of Client contains information which violates the rights of that third party or constitutes otherwise a unlawful act, and it is plausible that publication of that information is indeed an unlawful act, RIT has the right to terminate the HC service with which the web site is linked to the Network of RIT with immediate effect or if the web site runs on a system of RIT, to remove the information concerned immediately from the system. Client will be notified of this beforehand. RIT will never be liable for damage of whatever nature, suffered by Client or its clients as a consequence of termination of the HC service or the removal of the information.

26.2 Client indemnifies and holds RIT harmless against any form of claim, charge or legal action of a third party related to (the content of) the data communication or the information on the web site coming from Client.

Article 27 **Transboundary data communication**

27.1 If data, personal data, information and/or computer software are transported across national borders by Client using the HC service, Client indemnifies against all claims, costs or damage by third parties in the event that these data, personal data, information and/or computer software are transported in conflict with statutory provisions of the Netherlands and/or the country of export.

Article 28 **Financial security**

28.1 If on the ground of facts and circumstances there may be reasonable doubt that Client will meet its obligations to pay, RIT has the right to demand financial security of Client at first request.

28.2 The amount of the financial security referred to in this stipulation will not exceed the sum Client will reasonably owe over a period of six month in the opinion of RIT.

28.3 The way the security will be provided is to be agreed at the time.

28.4 As soon as on the ground of facts and circumstances the need of security no longer exists, RIT will inform Client that the financial security can be cancelled.

Article 29 **Changes in properties HC service**

29.1 RIT has the right to change the technical properties of a HC service.

29.2 RIT will announce such change in writing, subject to a reasonable term, unless this term is not reasonably possible.

29.3 If the changes as referred to in this article result, in the opinion of Client, in a such a great change in the mode of operation of its company and/or the functionality of the HC service, Client has the right to terminate the (Sub)arrangement with immediate effect.

Delivery of products (Hardware or Software)

Article 30 **Applicability of terms to the delivery of Hardware and software**

30.1 In addition to the general stipulations the articles of this chapter apply to all offers and to all (Sub)agreements which Client has agreed with RIT in which RIT is responsible for the delivery of Products (Hardware or Software) and possibly the installation and/or implementation thereof.

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Article 31 Terms and conditions of third parties

- 31.1 If and in so far as RIT puts hardware or software of third parties at the disposal of Client, the general or license terms of those third parties will apply to that hardware or software, setting aside the stipulations in the present general terms and conditions. Client will accept the terms of third parties referred to. These terms are open for inspection by Client at RIT' offices and RIT will send them to Client at request. If and in so far as the terms of third parties referred to are considered not to be applicable in the relationship between Client and RIT or for whatever reason are declared not to apply, or if any subject is not included in the general or license terms of those third parties, the stipulation in the present general terms and conditions apply.

Article 32 Delivery

- 32.1 The hardware or software sold by RIT to Client is delivered at the warehouse of RIT. If so agreed in writing, RIT will deliver the hardware or software sold to Client at a place in the Netherlands to be designated by Client.
- 32.2 RIT will notify Client timely before the delivery of the time it intends to deliver the hardware or software.
- 32.3 Delivery of the hardware or software takes place at the agreed place of delivery in the Netherlands at the agreed rates.
- 32.4 RIT will package the hardware or software for delivery according to reasonable standards. This means at least that those packages will be as such that damage or decrease in value is reasonably prevented and that the warranties of third parties are not affected. In the event that Client desires another way of packing, the resulting additional costs will be for its account.
- 32.5 Client will deal with the packing materials of the products delivered by RIT in a way in accordance with the prevailing government regulations for this. Client holds RIT harmless against claims of third parties for non-compliance with such regulations.

Article 33 Installation

- 33.1 If so agreed in writing, RIT will (have) implement(ed) and/or (have) install(ed) the hardware or software.
- 33.2 In all cases Client will make available an adequate installation place with all necessary facilities, such as cabling and telecommunication facilities before delivery of hardware or software. If required, RIT will submit an offer to Client for the installation of these facilities.
- 33.3 For the realization of the necessary work Client will give RIT access to the place of installation during the normal working hours of RIT.

Article 34 Return consignments

- 34.1 RIT is not obliged to accept return consignments of Client without prior permission in writing.
- 34.2 Acceptance of return consignments does not imply under any circumstances acknowledgement by RIT of the ground given by Client for returning the goods. The risk of the goods returned remains borne by Client until sums already paid are credited by RIT to Client.

Article 35 Acceptance

- 35.1 Client accepts delivered and/or installed hardware or software after successfully following an acceptance protocol agreed beforehand. If no acceptance protocol is agreed, applies that Client accepts the hardware or the software on the date of delivery or the date of installation.

Article 36 Warranty

- 36.1 The warranty is limited to the stipulations of the Third party that manufactures the hardware or software.
- 36.2 Restoration of mutilated or lost data is not covered by the warranty.

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Glossary

Concepts	Explanation
(Sub)arrangement	Separate (Sub)arrangement between Client and RIT, possibly coming under a Framework agreement
Application	Combination of Software Configuration items
Audit	Examination specified beforehand of an aspect of the business operations
Change Requests (RFC)	A request for change in a configuration item within an infrastructure or in a procedure of items associated with the infrastructure
Configuration	The whole of Configuration items
Configuration item or Product	Part of Hardware or Software and as such named in one of the (Sub)agreements
Third party	A legal person not being Client or RIT. It concerns in particular parties who offer standard products or services in the market. These parties play an autonomous role in commerce with regard to: product specifications, quality, guarantee and liability
Downtime	The total time a system is out of operation
User errors	Errors occurring because users do not handle hardware or software in the prescribed manner
Hardware	Equipment for information processing
Hosting	Service in which an Application can make use of a System with a network link
Impact analysis	Methodical approach to determine the consequences of an event, controlled (e.g. change or release replacement) or uncontrolled (disruption / incident) in terms of work, costs and consequences
Incidents	Each event (not forming part of the standard operational activities or services) which causes or may cause an interruption or a loss of quality of the service
Key users	Central employees (designated by the organization of Client) who on the one hand act as coaches within the company with regard to application and on the other hand act as functional representatives for a certain area (e.g. finance) with respect to the managing party
Improper use	see User errors
Client	Legal person, authorized to enter into Framework agreements and (Sub)agreements
Problem	Unknown cause of one or more incidents
Procedural errors	Errors occurring because the agreed procedure is not followed through correctly
Framework agreement	Contract covering the (Sub)agreements
Service activities	All activities arising direct or indirectly from a (Sub)agreement of the kind: management
Software	Software for information processing
Subcontractor	Person or legal person who carries out work or provides services for RIT (not including the staff employed by RIT)
System	Combination of Hardware Configuration Items including the operating system
RIT	Legal person: Referit B.V.