

## **General Terms & Conditions NovioQ B.V.**

These are the General Terms & Conditions of NovioQ B.V. having his registered offices at Wijchenseweg 116, 6538SX Nijmegen, The Netherlands. NovioQ B.V. is registered at the Trade Register of the Dutch Chamber of Commerce under number 69616957 (hereafter "NovioQ").

## **Applicability**

For all offers, contracts, products, services, etc. NovioQ uses the Nederland ICT Terms and Conditions 2014, which are filed with the Dutch Chamber of Commerce under number 30174840. These Terms and Conditions can be downloaded in direct readable format on our website at link: <http://www.novioq.com/terms>. On request we will send you a printed version.

## **Deviations and additions**

NovioQ applies these General Terms & Conditions in deviation from or in addition to the following articles of the Nederland ICT Terms and Conditions 2014. These NovioQ General Terms & Conditions prevail in the event of a conflict with the Nederland ICT Terms and Conditions 2014.

## **Chapter 1. General provisions**

### **Art. 3 Price and payment**

#### 3.5 Prices and rates adjustments

For in article 3.5 described price and rate adjustments, NovioQ uses the annual change of the monthly price index according to the most recent consumer price index 2015=100 (CPI) range of all households all expenditures, that is published by the Dutch "Centraal Bureau voor de Statistiek (CBS)".

NovioQ will not adjust prices and rates for contracts with a term of 12 months or less (after a contract has been tacitly extended and exceeds 12 months, this provision will be void), nor within 3 months after the contract is concluded, unless the adjustment derives from a raise of taxes or from an authorization or a legal obligation of NovioQ under the laws of The Netherlands or due to a substantial increase (5% or more since commencing date of agreement) of the price of raw materials, production costs, exchange rates, wages etcetera or for other reasons that could not have been reasonably foreseen upon conclusion of the contract.

#### 3.6 Payment terms

Unless agreed otherwise, the payment term of each invoice is 21 days after the date stated on the invoice. NovioQ will send all invoices by email and will only send a copy in print on paper on request of customer.

### **Art. 6 Privacy and data processing**

#### 6.1 Protection of personal data

In addition to article 6.1 applies that in case NovioQ needs to process personal data for customer in a non-customer environment, on customer request a so processing agreement (Dutch: "verwerkersovereenkomst") in accordance with the applicable legislation, specifically the Personal Data Protection Act, between NovioQ and customer will be concluded. In case a processing agreement is not legally in place, NovioQ cannot be held liable for any claims from client and/or third parties resulting from the processing of personal data by NovioQ.

#### 6.4 Usage of customer name and logo

In addition to article 6.4 applies that NovioQ may use name and logo of customer in a list of relations, and publications on the website or other marketing and promotional purposes.

### **Art. 16 Liability of the supplier**

#### 16.1 Compensation for direct loss

Deviating from article 16.1 applies that total liability of NovioQ for direct loss, on whatever legal basis, shall in no case exceed the amount to be reimbursed for a maximum of the price stipulated for the contract concerned, for which in any case it is limited to that part of the contract to which the liability relates.

#### 16.3 Liability

In addition to article 16.3 applies that also excluded are damages resulting from changes made by the customer or a third party to what has been delivered, or because the customer or a third party did not act according to the instructions or advice of NovioQ.

#### 16.7 Expiry term

In addition to article 16.7 applies that any claim for compensation against NovioQ in respect of (a certain amount of) invoiced work and services based on hourly rates shall be barred to expire by the acceptance of the agreed project phase with deliverables, or in the absence thereof after one billing period, or in any case after acceptance of the work or services by customer.

## Chapter 4. Software

### Art. 28 Right of use and restrictions on use

#### 28.2 Source code

In addition to article 28.2 applies that only in case explicitly agreed upon in writing, a copy of the source code of software developed by NovioQ can be made available to the customer at the request of the customer, and solely for the purpose of keeping it in archived form for the situation in which the customer needs to guarantee the continuity of the processes in which software is used.

- In case the source code is made available to the customer, this will not be in regular or public development, test, production etc. environments, but in electronically archived or documented format.
- Customer assures NovioQ that the source code is stored secured and protected and will not be made available to third parties or otherwise publicly, as if it were the intellectual property of the customer, not even after termination of the contract for whatever reason.
- The customer also explicitly ensures that everything that is defined regarding the Intellectual Property as referred to in Article 10, remains in force.
- Furthermore, everything that is logically defined in Chapter 4 as a restriction and obligation of the customer with respect to software, in this case will apply equally to the source code of the software.
- NovioQ reserves the right, now for then, to recover from customer any direct and indirect loss suffered from disclosure of the source code by customer or a third party.

#### 28.6 SaaS or outsourcing

- In addition to article 28.6 applies that customer may be permitted to use the software in the context of SaaS or outsourcing, but only in case explicitly agreed upon in writing.

## Chapter 5. Development of software and websites

### Art. 38 Right of use

#### 38.2 Source code

In addition to article 38.2 applies that in case software and / or software components manufactured by NovioQ that are protected with Intellectual Property, license- or copy right (hereinafter ISV software) are used or integrated in software, websites and applications developed for the customer, the source code of ISV software will not be made available to the customer and any rights derived from the customer pursuant to Articles 38.2 and 38.5 will not apply to this.

In case it is necessary to make source code of ISV software available or to disclose it in readable or in any other format or environment, the customer explicitly ensures to NovioQ that:

- everything that is defined regarding the Intellectual Property referred to in Article 10 with regard to the ISV Software remains in force;
- the source code is secured and protected and will not be made available to third parties or otherwise publicly, as if it were the intellectual property of the customer, not even after termination of the contract for whatever reason;
- NovioQ reserves the right, now for then, to recover from customer any direct and indirect loss suffered from disclosure of the source code of ISV Software by customer or a third party.

Furthermore, everything in Chapter 4. Software, including the applicable changes and additions, in this case will apply equally to the source code of the ISV software.