

Terms and Conditions of Misco Solutions

Section 1. – Definitions

In these Terms and Conditions, the following terms shall be understood to have the meanings assigned to them below:

- a. Misco: Misco Solutions B.V. the seller of the Products and Services, having its registered office at Gondel 1. 1186 MJ Amstelveen, The Netherlands (P.O. Box 300, 1180 AH), Chamber of Commerce number 28111311, VAT number NL816936638B01.
- b. Customer: the legal entity, acting in a professional capacity, which concludes an Agreement with Misco or negotiates with Misco in order to conclude an Agreement.
- c. Agreement: any Agreement created between Misco and Customer, any amendment or addition thereto, and all actions (including juristic acts) undertaken to prepare and perform such Agreement and the associated Products and/or Services.
- d. Products: any and all items that are the subject of an Agreement between the Customer and Misco.
- e. Services: any and all services that are the subject of an Agreement between the Customer and Misco.
- f. Communication: any possible notification by Misco to Customer, including (but not limited to) brochures; advertisements; catalogues; quotations; website(s); e-mail(s); faxes; letters; assignment confirmations, and invoices.
- g. Website: the website of Misco, namely www.miscosolutions.nl and www.misco.nl.

Section 2 – General

- 2.1 If any particular provision of these Terms and Conditions is found to be invalid or is nullified, the other provisions of these Terms and Conditions shall remain in full force. In such case, Misco and Customer shall consult in order to agree on a new provision to replace the provision that has become invalid or been nullified.
- 2.2 Supplementary conditions may apply to certain Products and Services. In the event of inconsistencies between such supplementary conditions and the present Terms and Conditions, the provisions of such supplementary conditions shall apply unless expressly provided otherwise.
- 2.3 These Terms and Conditions are available in both Dutch and English. In case of any discordance between these versions, the Dutch version of these Terms and Conditions shall prevail.

Section 3 – Applicability

- 3.1 These Terms and Conditions shall apply to Agreements, orders and offers, and to all associated actions (including juristic acts) by Misco and Customer. Misco explicitly rejects the applicability of any general or specific terms and conditions or stipulations used by Customer.
- 3.2 Besides the Sections 1 through 17, Chapter A of these Terms and Conditions (Sections 18 through 24) applies to (the parts of) the Agreement with regard to Products and Chapter B (Sections 25 through 30) of these Terms and Conditions apply to (the parts of) the Agreement with regard to Services.
- 3.3 Unless the nature or specific content of any provision in these Terms and Conditions precludes such, the provisions of these Terms and Conditions shall also apply to Agreements whereby Misco does not act in the capacity of seller or supplier.
- 3.4 These Terms and Conditions shall apply with effect from 10 May 2017. Misco shall be entitled to amend these Terms and Conditions at any time. Such amended Terms and Conditions shall then apply to all newly concluded Agreements. The former version of the Terms and Conditions shall continue to apply to existing Agreements.

Section 4 – Offers and Creation of Agreement

- 4.1 All offers by Misco shall be without commitment and shall apply subject to the availability of the Product concerned. Customer shall be notified if a Product is unavailable.
- 4.2 An Agreement shall be concluded at the point when a written order confirmation has been sent to Customer at the (e-mail)address specified by Customer or when Customer receives written approval of delivery from Misco in some other manner.
- 4.3 All offers have been made with due care. Misco accepts no responsibility regarding differences in colour, illustrations, numbers, specifications, and/or other designations. Slight differences shall not, in principle, be a reason for the payment of damages or to termination of the Agreement.
- 4.4 Customer recognises that electronic communication can lead to the conclusion of a valid Agreement. Misco shall confirm the order electronically within 5 working days. The electronic files created by means of such electronic communication shall count as conclusive evidence, subject to proof of the contrary.
- 4.5 Any changes or additions to any provision in an Agreement shall apply only if they have been recorded in writing by Misco and shall relate solely to the Agreement concerned.

Section 5 – Prices and Price Changes

- 5.1 All prices communicated by Misco are in euros, exclusive of VAT (unless stated otherwise), and exclusive of any other statutory levies or other governmentrequired levies, unless explicitly stated otherwise. Misco may charge administrative and/or transportation costs.
- 5.2 Special promotions are only valid for a limited period. Special promotions may be subject to specific and/or supplementary conditions. The period of validity and any specific or supplementary conditions will be indicated for the special promotion.
- 5.3 Granted discounts and other (pricing) arrangements shall always apply to one specific Agreement and shall not provide any right with regard to another and/or different Agreement.
- 5.4 Misco accepts only the following methods of payment:
- Automatic payment;
 - bank transfer;
 - credit card (Visa and Eurocard);
 - Pay Pal.

These methods may be added to or limited. The current acceptable methods of payment are indicated on the Website.

- 5.5 Customer shall be under an obligation to notify Misco of any errors in Communications that have been provided or indicated.
- 5.6 The Customer shall pay the invoice within 30 days of the invoice date without deduction or set-off due to a perceived or actual shortcoming on the side of Misco. Invoicing shall take place:
- either weekly or monthly following Service provision;
 - or following the completion of the works involved in a (part) project;
 - or upon the delivery of a Product or, by special arrangement, prior to the supply of the Product or Service;

- For a fixed-price project remuneration will be invoiced as follows, unless agreed otherwise: 30% upon the commencement of works, 60% at the project's halfway point and 10% upon completion. Maintenance is invoiced annually in advance, unless agreed otherwise.
- 5.7 Customer shall be deemed to be in default if it fails to comply with a payment obligation within the set period. Failure to comply with a payment obligation shall also include cancelling a payment that has already been made. In the event of Customer being in default, all claims of Misco, on any basis whatsoever, shall be immediately due and payable.
 - 5.8 In the event of a situation occurring as referred to in 5.7, Customer, without any further notice of default being required, shall owe delay damages until all outstanding amounts have been paid. Said delay damages shall consist of the statutory commercial interest rate, plus 5%, on the outstanding amount, calculated from the point of default, with a minimum of EUR 15 (excluding VAT) and a maximum of 15% of the order value in default (excluding VAT). Part of a month that has commenced shall count as a full month.
 - 5.9 If Customer is in default, Customer shall be obliged to reimburse any judicial and extrajudicial costs incurred. Said extrajudicial costs shall be at least 15% of the amount owed, with a minimum of EUR 250 (excluding VAT).
 - 5.10 Each payment made by Customer shall serve first to cover any interest and costs that are owed. Payment of outstanding invoices shall be on the basis of their date of issue (i.e. the oldest first), notwithstanding any contrary communications by of Customer.
 - 5.11 In the event of a failure to comply with a payment obligation, Misco shall be entitled to terminate the Agreement with immediate effect or to suspend delivery (or further delivery) until the point when Customer has complied in full with all its obligations. 5.12 Partial payments shall only be permitted in consultation with Misco
 - 5.13 All amounts for which Customer is invoiced must be paid without any discount or reduction. Customer shall not be entitled to effectuate any set-off. Customer shall also not be entitled to suspend any payment obligation vis-à-vis Misco
 - 5.14 In relevant cases, Misco shall be entitled to require pre-payment of some or all of the purchase price and/or demand further security. For as long as the pre-payment and/or security is not provided by the Customer, Misco may suspend works and/or supply and/or dissolve the current Agreement, without prejudice to its right to fulfilment and/or compensation.
 - 5.15 If, after Customer is in default, Misco directs payment reminders or other requests for payment to Customer, such shall not affect the provisions of Sections 5.6, 5.7, 5.8, 5.9, 5.10, 5.11, 5.12 and 5.13.

Section 6 – Delivery and delivery period

- 6.1 Delivery times shall merely be indicative and shall in no case be taken as deadlines. Further information provided regarding delivery times shall also be merely indicative.
- 6.2 The exceeding of a delivery time shall not entitle Customer to any compensation or to termination of the Agreement. If delivery takes more than thirty-eight (38) days from the point of the previously agreed delivery date, the Agreement may be terminated, without any right to compensation. This provision shall only apply in so far as the delay is not due to force majeure [overmacht] within the meaning of Section 9.
- 6.3 If Misco requires information or resources for performance of the Agreement that must be provided by Customer, the delivery period shall in no case commence prior to the day when Misco is in possession of all the required information or resources.

6.4 Misco may suspend (the delivery of) all Products and Services in case and for the time that the Customer has not fulfilled all obligations towards Misco.

6.5 Unless agreed otherwise, Misco shall deliver the goods sold to the Customer to a location designated by the Customer within the Netherlands (excluding the Wadden Islands). Delivery shall be made to the ground floor; extra charges may be made by Misco for extraordinary conditions or special requirements regarding delivery. Should it become apparent when delivering or before delivery that the area needs to be modified, these costs may be charged separately by Misco.

Section 7 - Liability

7.1 Misco may only be held liable for direct loss/harm due to a deliberate act or omission or gross negligence [grove schuld] on the part of Misco. Misco shall in no case be liable for indirect loss/harm; consequential or trading loss; loss of profits or turnover; loss of savings; loss/harm that would have been avoided through reasonable conduct on the part of Customer; or loss/harm resulting from force majeure.

7.2 The liability of Misco shall in all cases be limited to the amount to which there is an entitlement in the case concerned under Misco's liability insurance policy/policies, plus the amount of the deductible [eigen risico] payable by Misco under the policy conditions in the case concerned.

7.3 Unless the damage was caused by gross negligence or a deliberate act or omission on the part of Misco (or its executive staff), Customer shall indemnify Misco in respect of all claims by third parties that are directly or indirectly related to the Products and/or Services and shall remunerate Misco for all loss/harm that Misco sustains as a result of such claims.

7.4 Misco is not liable for any damages arising from:

- inaccurate, incorrect and/or not timely provided information by the Customer;
- loss of data. The Customer shall arrange for back-ups of software and files and/or copies of other data before any Product is sent or returned to Misco.
- any breach of any obligation of the Customer, explicitly including the Customer's obligation all cooperation necessary for the adequate execution of the Agreement.

7.5 Misco is not liable for any damages for which the Customer can hold liable any other party than Misco (including any insurance company).

7.6 Misco is not liable for any damages arising from the use of Products and/or Services provided by Misco combined with Products and/or Services not provided by Misco.

7.7 No right to compensation shall arise if Customer fails to report the loss in writing to Misco as soon as is reasonably possible after it has arisen, and at the latest within 7 days after it became aware of the damage.

Section 8 – Default and Termination

8.1 In the event of default on the part of Customer or in one of the cases listed in Section 17, all claims of Misco against Customer, on any basis whatsoever, shall be immediately and fully due and payable, and Misco shall be entitled to suspend performance of any Agreement and/or to terminate any Agreement, either wholly or partly. The above shall be without prejudice to Misco's other rights pursuant to law or to the Agreement.

8.2 In the event of a suspension (or provisional suspension) of payments or insolvency, or the discontinuation or liquidation of Customer (or Customer's business), all Agreements with Customer shall be dissolved by

operation of law [van rechtswege], unless Misco notifies Customer within a reasonable term that it claims specific performance with regard to the Agreement in question (or part thereof).

Section 9 – Force Majeure

- 9.1 In the event that Misco is unable to fulfil its obligations towards Customer due to circumstances for which it is not responsible (force majeure), compliance with said obligations shall be suspended for the duration of the force majeure situation.
- 9.2 If the force majeure situation lasts for thirty-eight (38) days, either Party shall be entitled to terminate the Agreement in whole or in part, in writing, in so far as the force majeure situation justifies such being done.
- 9.3 Customer shall not be entitled to any compensation (or damages) in the event of force majeure, even if Misco benefits in some way from the force majeure.
- 9.4 Force majeure shall mean any circumstance beyond the control of Misco which interferes with the whole or partial fulfilment of its obligations vis-à-vis Customer or due to which the fulfilment of its obligations cannot reasonably be required of Misco, regardless of whether such circumstance could have been foreseen at the time when the Agreement was concluded. Such circumstances shall include strikes and lock-outs, fire, civil war, terrorism, power disruptions, operational disruptions, stagnation, or any other problems in the production processes of Misco or its suppliers and or in the transport handled by Misco or third parties, and/or measures by any government body, telecommunication disruptions, and the absence of any government permit.
- 9.5 Misco shall notify Customer as soon as possible of any situation of force majeure (or the threat of such situation).

Section 10 – Intellectual property

- 10.1 The (intellectual) property of software delivered by Misco shall remain with Misco and/or Misco's suppliers.
- 10.2 The Customer is explicitly not allowed to reproduce or disclose any Products or Services delivered by Misco, including software, methods, advices and other intellectual product or have any third party do so, except with written consent of Misco.
- 10.3 The Customer is granted the right to use results developed on the instruction of the Customer, for the intended purpose.
- 10.4 Misco shall indemnify the Customer for any claim based on intellectual property with regard to software delivered by Misco, provided that the Customer:
- immediately notifies Misco of the (impending) claim in writing;
 - lets Misco handle the claim and provides all necessary cooperation to do so;
 - does not make any statement or promise and does not acknowledge any right or fact without Misco's written consent;
 - this indemnification does not apply to software originating from Misco's suppliers and for software used in combination with third party software, data or other products or for software which has been altered without the authorization to do so.
- 10.5 The liability and indemnification stated in this Section does not apply if the claim is the result of the use of the software in combination with other products, which do not originate from Misco.
- 10.6 Misco shall in no case be liable for any (claimed) breach of intellectual property, other than mentioned in this Section.

Section 11 – Subcontractors

11.1 Misco shall at all times be entitled to make use of subcontractors when supplying Services and/or Products.

Section 12 – Personal Data, Privacy and Information Security

12.1 Customer's details shall be processed solely in accordance with Misco's privacy policy. Misco's privacy statement is available on the Website.

12.2 Customer indemnifies Misco for any and all claims of persons of whom personal data is registered or processed by Misco or using any Product or Service of Misco, unless the Customer proves that Misco is accountable for the facts on which the claim is based.

12.3 Customer guarantees that the data and or information processed by Misco or using a Product or Services of Misco is unlawful and/or in breach of any right of any third party. The Customer indemnifies Misco for any claim of any third party with regard to data processed by Misco or using any Product or Service of Misco.

12.4 If a specified level of information security is not concluded in the Agreement, the level of information security shall be of a fair level with regard to technological advancement, the sensitivity of the data and the costs of such level of information security. If the Customer has specific demands with regard to information security, Parties shall make explicit agreements upon this topic.

12.5 Customer shall protect its systems and (IT-)infrastructure in an adequate manner and shall at all times have adequate anti-virus software in place.

Section 13 – Confidential information

13.1 All information issued by one of the parties to the other party regarding which the other party knows or should know in all reasonableness that it is of a confidential nature, is deemed to be confidential information. The party who receives this confidential information shall only use this information for the objective for which it has been issued. A party in breach of this Section shall be liable to pay the other party an immediate fine of € 25.000,-.

13.2 Both parties shall ensure that their personnel adheres to the aforementioned confidentiality obligation.

13.3 The obligations of this Section shall endure beyond the termination of the Agreement.

Section 14 – Hypothecation and offsetting

14.1 Misco has the right to hypothecate its claims against its Customer(s).

14.2 The term of claims is understood to mean all existing claims which Misco has or may have against its Customer(s), arising from goods delivered, Services carried out, monies lent, or for any other reason.

14.3 Misco has the right to offset any claims of the Customer with her own claims. Misco also has the right to offset any claims of the Customer with any claims of Misco group entities.

14.4 Customer may not offset any claims on Misco or Misco group entities with her own claims.

Section 15 – Staff takeover

15.1 Neither party shall hire staff of the other party during the Agreement and/or within 1 (one) year after the termination of the Agreement. Any party that violates this Section shall be liable to pay the other party an immediate fine of € 50.000,-.

Section 16 – Cooperation by the Customer

16.1 The Customer shall always provide Misco with data or information that is useful and required for the adequate execution of the Agreement and, furthermore, grant all possible cooperation. In the event of a dispute it is the responsibility of the Customer to prove that the necessary data or information which may be required has been provided and all cooperation extended.

16.2 The Customer is responsible for the use and application, in the Customer's organisation, of the equipment, software and services to be provided as well as for checking and security procedures and an adequate system management.

Section 17 – Termination

17.1 Misco can fully or partially terminate the Agreement with immediate effect without judicial intervention through a written announcement to the Customer:

- Should the Customer be declared bankrupt;
- In the event that there are suitable grounds to assume that the Customer shall not fulfil its obligations;
- Should the Customer be granted a moratorium that may or may not be provisional;
- Should the Customer not be able to meet its payment obligations in some other way; or
- Should Customer be liquidated or terminated for other reasons than for restructuring, merging or for companies to work in partnership.

Misco shall never be obliged to pay compensation due to this termination.

Section 18 – Applicable Law and Competent Court

18.1 All orders and Agreements shall be governed exclusively by the laws of the Netherlands.

18.2 Applicability of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") is explicitly excluded.

18.3 All disputes that may arise between Misco and the Customer with reference to the agreement concluded by Misco with the Customer and/or with reference to further agreements that may be the result thereof, shall be settled by the court that is competent based on the legal rule on jurisdiction or pursuant to the Arbitration regulations of the Foundation for the Settlement of Automation Disputes based in The Hague. In this last case, the Mini-trial regulations of this Foundation shall also apply.

Chapter A: Additional Terms & Conditions for Products

Section 19 – Prices and price changes

19.1 Prices do not include delivery charges. Unless explicitly agreed otherwise, delivery charges shall be charged for each order. The amount of the delivery charges can be found on the Website or will be made known before Customer places an order.

19.2 Prices are based on the circumstances prevailing for Misco at the time of conclusion of the Agreement, for example exchange rates, freight charges, and dealer prices. If any of these conditions changes after the Agreement has been concluded but before delivery, Misco shall be entitled to amend the agreed prices.

Section 20 – Retention of Title

20.1 The ownership of Products, notwithstanding their actual delivery, shall only pass to Customer once Customer has paid in full everything owed to Misco in respect of any Agreement. Such shall include the reimbursement of interest and costs, including in respect of previous orders performed.

20.2 Before ownership of the Products is transferred, Customer may not burden, sell, resell, dispose of, rent out, lend, pledge, or otherwise encumber the Products. Until the actual transfer of ownership has taken place, the Product – subject to other provisions and obligations – may only be utilised with due care and diligence and for the purpose stipulated, or reasonably expected, when the Agreement was concluded.

20.3 Customer agrees that – at the first request of Misco or of persons (including legal entities) designated by Misco – it will make the Products available and already now grants irrevocable authorisation for the parties concerned to enter the location where the Products are located in order to remove the Products that are subject to the retention of title.

20.4 In the event of seizure, suspension (or provisional suspension) of payments or insolvency, Customer shall immediately notify the bailiff carrying out the seizure, the receiver, or the administrator of the (property) rights of Misco.

20.5 In the case of deliveries of software, Customer shall acquire only the rights of use and shall in no case become the owner of the software. Copyright shall remain vested in the manufacturer.

Section 21 – Delivery, Delivery Times, and Inspection on Delivery

21.1 Delivery shall be made to the address specified by Customer when the Agreement is concluded. For certain payments, including payments using a credit card, Misco shall take account of the requirements for delivery as set by the relevant credit card companies. Relevant information shall be provided to Customer in good time.

21.2 Delivery may take the form of several partial deliveries. Such shall not involve any changes for Customer in addition to what was indicated when the Agreement was concluded.

21.3 The risk shall pass to Customer as soon as the Products have been delivered to the address indicated.

21.4 If Customer refuses a delivery (or partial delivery), Misco shall be entitled to recover the costs from Customer, including the cost of return and any damage (including transport damage).

21.5 Customer shall be obliged to inspect the Products (or cause such to be done) immediately upon receiving them in order to determine the correctness of the delivery and whether there are any visible defects.

21.6 Customer may reject Products due to non-conformity with what was agreed (visible defects) within five (5) days after delivery, after which the Products will be deemed to have been accepted.

21.7 After discovering a defect, Customer shall be obliged to immediately cease using, treating, processing, and/or installing the Products concerned, and to do – or refrain from doing – everything reasonably possible so as to prevent damage (or further damage).

21.8 Customer shall furnish all necessary cooperation for investigation of the complaint, including by enabling Misco to investigate (or cause to be investigated) the circumstances of the use, treatment, processing, and/or installation.

21.9 Customer shall not derive any rights from the fact that a complaint is dealt with.

21.10 If Customer fails to cooperate or an investigation is not possible (or is no longer possible) for some other reason, the complaint shall not be dealt with and Customer shall have no entitlements regarding the matter.

21.11 Customer shall not be permitted to return the Products until Misco has agreed to such being done. Misco shall only cover the (reasonable) costs of returning Products if a complaint has been submitted in good time, correctly, and justifiably.

21.12 If Customer submits a complaint regarding defects in a Product – doing so in good time, correctly, and justifiably – the resulting liability of Misco shall be limited to the obligations stipulated in Section 24.

Section 22 – Third party software

22.1 If and insofar the Customer uses products of third parties such as (standard) software packages, the terms and conditions of those third parties shall apply with regard to those products.

Section 23 – Exchanges

23.1 Customer may exchange the Product for a different Product, with the consent of Misco, at a charge of a minimum of 15% of the Product's purchase price.

23.2 With the consent of Misco, a Product may be exchanged (for another Product or for a credit note) within (14) fourteen days and provided the provisions of Sections 23.3 to 23.7 are observed.

23.3 The exchange shall not be possible in the case of the following Products:

- all media carriers whose seal has been broken; This shall include the following (but not exclusively): audio and video recordings and computer software;
- software, both general and specific;
- personalised Products and Products that have been customised or made/ordered according to Customer's specifications;
- Products for which a day price applies;
- opened non-durable items such as ink cartridges; If the opened non-durable item forms part of a Product, the exclusion shall apply to the entire Product.

23.4 The Product concerned must be complete and in the original condition. No changes must have been made on or to the Product concerned, including the packaging, which must be intact; all documentation, guarantee certificates, and packaging materials must be included with the return shipment. If the Product has been used to a greater extent than is necessary in order to inspect it, Misco shall be entitled to invoice Customer for the impairment.

23.5 Customer shall be responsible for the (timely) return of the Product concerned. The cost of return shall be borne by Customer. The Product must be returned in accordance with the specific guidelines provided by Misco (RMA procedure).

23.6 The risk associated with returning the Product shall lie with Customer. Misco advises Customer to return the Product by registered mail or insured mail.

23.7 In the framework of the RMA procedure, Misco may decide to collect the Product concerned from Customer. In accordance with the guidelines, Customer must enable Misco to have the Product collected.

23.8 Customer can view the RMA procedure on Misco's website or request a copy from the customer service department.

Section 24 – Guarantee

24.1 Guarantees concerning their Products that are issued by manufacturers and suppliers of Products to Misco shall in all cases be transferred to Customer. If desired, Misco can offer additional guarantee arrangements.

24.2 The manufacturer's or supplier's terms and conditions apply to guarantees issued by Misco's manufacturers or suppliers.

24.3 The risk associated with shipping the Product in case of guarantee shall lie with Customer. Misco advises Customer to ship the Product by registered mail or insured mail. The Product must be returned in accordance with the specific guidelines provided as set out in the manufacturer's or supplier's guarantee terms and conditions.

24.4 Without prejudice to the provisions of this section, there shall be no guarantee entitlement if the wear and tear can be considered as normal, nor in the following cases:

- changes have been made in or to the Product; this shall include repairs performed without the consent of the producer;
- the original invoice cannot be presented, has been altered or has been made illegible;
- the defects concerned are the result of injudicious use or use that does not correspond with the purpose of the Product concerned;
- the damage is the result of a deliberate act or omission [opzet], gross negligence [grove onachtzaamheid], or negligent maintenance;
- the serial number has been removed, altered, or made unsusceptible to verification in some other manner;
- Customer reports that a claim is being made under guarantee after a repair process has already commenced;
- the Product has been sold or delivered on, or disposed of.

Chapter B: Additional Terms & Conditions for Services

Section 25 – Price changes

25.1 Misco is entitled to amend prices and rates annually on 1 January, in accordance with the index figure established by the CBS.

Section 26 – Installation

26.1 Should the installation of equipment have been agreed, the Customer shall make available to Misco a suitable location with all the required facilities such as cabling and telecommunication facilities before the delivery of the items to be installed.

26.2 The items shall have been deemed accepted by the Customer in the condition on the date of installation/implementation. Should the Customer decide to set up the equipment and decide to implement the software itself or should the Customer be negligent with meeting the obligations as referred to in Article 26.1, the delivery date shall apply.

Section 27 – SaaS

- 27.1 Misco does not guarantee that software made available by means of SaaS is without error and functions without downtime. Misco shall make an effort to repair errors within reasonable period and repair the software within a reasonable period, if the software is developed by Misco and the Customer has informed Misco of the error(s). An 'error' in the sense of this Section shall mean a failure to comply with written functional or technological requirements. An error shall only be deemed present if the Customer can prove and reproduce the error.
- 27.2 Misco does not guarantee that software made available by means of SaaS is adapted to changes in relevant laws and regulations in time.
- 27.3 Unless agreed otherwise in writing, the Customer is liable for the use of the SaaS-service and the way the results of the SaaS-service are used.
- 27.4 Misco is not responsible for the purchasing and/or functioning of the Customers' or any third parties' (IT-) infrastructure, which includes the presence of sufficient internet bandwidth.
- 27.5 All equipment, software and other tools used by Misco in the performance of the SaaS-service, shall remain the (intellectual) property of Misco or Misco's supplies, also if the Customer pays Misco for the development or purchasing of said equipment, software or other tools.

Section 28 – Services

- 28.1 Misco shall make an effort to perform it's Services to the best of it's knowledge and ability and in a professional manner. Misco does not guarantee that the results of the performed Services can be deemed successful and can be finished in the period agreed upon.
- 28.2 If parties have agreed that the Services shall be performed in phases, Misco is allowed to delay the performance of Services of a later phase until the Customer has approved the (results of) the previous phase in writing.
- 28.3 Parties are not considered employer and employee, principle and agent, as partners or otherwise participants in a mutual venture.

Section 29 – Changes and additional work

- 29.1 If Misco has performed Services at the Customer's request or with the Customer's prior consent which are no part of the Services agreed upon in the Agreement, the Customer shall reimburse Misco for these Services based on Misco's customary fee. Misco is not obliged to perform services without a written additional Agreement.
- 29.2 The Customer accepts that Services as mentioned in Section 29.1 can delay the expected or agreed time schedule, and the responsibilities of the Customer and Misco towards each other. The fact that (a demand for) additional work occurs, shall never be a ground for termination of the agreement by the Customer.

Section 30 – Maintenance Services

- 30.1 The content and extent of the Maintenance Services to be performed and any applicable service levels shall be set out in a separate written Agreement. In the absence of such Agreement, Misco shall endeavour repair the malfunction within a reasonable period. The term malfunction is understood to mean the not or not uninterrupted functioning of the equipment or software in line with the specifications agreed in

writing. An error shall only qualify as a 'malfunction' if the Customer can prove the malfunction and reproduce it.

30.2 The Customer shall inform Misco immediately of an malfunction, by means of a detailed description.

30.3 If Misco performs the maintenance online, the Customer shall provide for proper (IT-) infrastructure and networking facilities.

30.4 Any work following a malfunction as a result of unsound use or unqualified use of the equipment or software or external causes such as, but not limited to, defects on the internet, networking facilities, power facilities, links to different equipment, software or materials which do not fall under the maintenance Agreement as well as any external cause does not fall under Misco's obligations under a maintenance Agreement.

30.5 Misco shall not be held to restore any data lost or amended as a result of a malfunction.

30.6 Misco shall have free access to the location(s) of the Customer, as far as this is required for the performance of the maintenance Services.