

ANNEX 1 – GENERAL TERMS AND CONDITIONS KEESING REFERENCE SYSTEMS

I. GENERAL

Article 1 Definitions

1. In these conditions, the terms below are defined as follows:
 - a) Agreement: the agreement between Keesing and the Client pursuant to which the Client purchases one or more Products and/or Subscriptions from Keesing.
 - b) Business Day: any day (other than a Saturday or a Sunday) on which banks are open for normal banking business in Amsterdam, the Netherlands.
 - c) Client: any natural person acting in the course of his business or profession and/or any legal person who has requested Keesing to make an offer or quotation and/or who has entered into an Agreement with Keesing.
 - d) Conditions: these general terms and conditions of Keesing.
 - e) Digital Product: computer programmes, software, databases, content, data, and/or other publications laid down and/or recorded in physical electronic data carriers, and/or on the internet, made available or accessible by Keesing to the Client all in the broadest sense possible. Documentation, Updates as well as other interim additions to a Digital Product are understood to be part of the Digital Product, as are data carriers, supporting devices and electronic media provided by Keesing in combination with the Digital Product.
 - f) Documentation: the description regarding the functionality and applications of the Digital Product, made available by or on behalf of Keesing to the Client.
 - g) Keesing: the Dutch private limited company KEESING REFERENCE SYSTEMS B.V.
 - h) Parties: Keesing and the Client.
 - i) Product: the good(s) and/or service(s) that Keesing provides under the Agreement, including but not limited to hardware, trainings and educational programmes, Subscriptions, one-off purchases and including Digital Products.
 - j) Right of Use: the right granted by Keesing to the Client to use a Digital Product in accordance with these Conditions and the Documentation.
 - k) Subscription: a subscription to a Product.
 - l) Update: any further content or functionality of a Product which is made available by Keesing to the Client.
 - m) User: an individual end-user of a Digital Product such as an employee or other person working for the Client, or any other individual person given access to the Digital Product by the Client within the scope of the Right of Use.
2. The term "in writing" means: by e-mail or otherwise other electronically documented.

Article 2 Applicability

1. These Conditions apply to and form an integral part of all offers made by Keesing and to all Agreements between Keesing and the Client.
2. The Client is considered to have accepted the Conditions by issuing a written or verbal order and/or by entering into an Agreement or other document evidencing the existence of its commercial relationship with Keesing.
3. The applicability of any conditions used by the Client is explicitly excluded.
4. Keesing is entitled to unilaterally modify the Conditions. These amendments will take effect thirty (30) days after Keesing has notified the Client of the amendments. If the Client does not accept these amendments and notifies Keesing of this in writing within

the aforementioned period of thirty (30) days, this shall be regarded as a cancellation (in Dutch: "opzegging") of the Agreement by the Client, whereby the Agreement shall be discontinued (in Dutch: "beëindigd") with immediate effect.

Article 3 Offer, ordering and conclusion of Agreement

1. All offers and quotations issued by Keesing are free of engagement even if they specify a deadline for acceptance or period of validity, and can be revoked by Keesing at any time. All offers and quotations issued by Keesing are valid for a maximum of thirty (30) days, unless agreed otherwise in writing.
2. Keesing is entitled to reject and withdraw any offer made that has been accepted by a Client within 2 (two) Business Days after receipt of the Client's acceptance of such an offer as a result of which an Agreement has not been concluded.
3. The Agreement is concluded at the moment written acceptance of this order has reached Keesing and Keesing has not revoked this order within the period stated in paragraph 2 of this article.

Article 4 Prices

1. Unless explicitly agreed otherwise in writing, all prices charged by Keesing are excluding VAT, other duties imposed by the government, costs for administration, delivery, installation, assembly and any other additional costs.
2. Notwithstanding article 2 paragraph 4, Keesing retains the right to change its prices at any time, including but not limited to an annual indexation based on the service prices indexation for IT commercial services (category 62 Computer consulting and related services, in Dutch: "Bedrijfstakken/branches (SBI 2008), 62 IT-dienstverlening") as published by the CBS.
3. Price changes are applicable from the moment indicated by Keesing.
4. If the Client does not agree to a price change, the Client is entitled to cancel (in Dutch: "opzeggen") the Subscription in writing in accordance with the provisions of article 13 paragraph 1.

Article 5 Invoicing and payment

1. Invoicing is done by Keesing before delivery of the Product. Subscriptions will be invoiced for the full subscription period in advance unless agreed otherwise in writing.
2. Payment of any invoice by the Client is due within thirty (30) days after the invoice date.
3. Payments made by the Client are first settled with any interest and costs due before settlement with the longest outstanding and claimable invoices.
4. If the Client disputes an invoice, the Client must do so in a substantiated manner and must supply Keesing with underlying documents and must do so within ten (10) days after receipt of the invoice. Failure to submit a dispute regarding an invoice in a timely manner shall result in the loss of all rights of the Client in this respect. If the Client disputes an invoice, parties will negotiate in good faith on how to resolve this issue.
5. The Client is not permitted to set off any amount due to Keesing with any amount due by Keesing to the Client nor is the Client allowed to suspend any of its obligations under the Agreement.

6. The deadline for payment as defined in paragraph 2 of this article 5 is a fixed date (in Dutch: "fatale termijn"). If payment is not made on time, the Client is in default with immediate effect and the Client owes Keesing:
 - a) the statutory commercial interest, according to Section 6:119a Dutch Civil Code ("DCC"), from the expiry date of the invoice; and
 - b) all costs incurred by Keesing in connection with the (extra)judicial collection of the amount due by the Client, including but not limited to legal costs, with a minimum of 15% of the amount due under the Agreement, without prejudice to Keesing's right to invoice the Client for the actual costs incurred by Keesing and without prejudice to Keesing's other rights in connection with the Client's default.

Article 6 Delivery and delivery deadlines

1. The Product will be delivered by Keesing after receipt of payment, provided that – if applicable – the Product is in stock.
2. All delivery times given by Keesing are an indication only and not a deadline or contractual fixed date (in Dutch: "fatale termijn").
3. Keesing is entitled to suspend its obligations towards the Client as long as the Client has not complied in full with its obligations towards Keesing under the Agreement.

Article 7 Force Majeure

1. Force majeure is understood to be any circumstance which can not be attributed to the party by whom it is invoked and which affects the fulfilment of such party's obligations towards the other party, including but not limited to fire, flood, natural phenomena, weather conditions, non-culpable loss of the supply of electricity, gas or water, government measures, the outbreak of pandemics or infectious diseases and their consequences, acts of war or similar situations, riots, strikes, factory occupations, shortages of raw materials, excessive sickness and absence of personnel of Keesing and the non-performance of third parties such as suppliers or auxiliary persons.
2. A party who invokes force majeure shall inform the other party thereof in writing as soon as reasonably possible and ultimately within ten (10) Business Days upon discovery of the force majeure situation.
3. In case of a temporary force majeure on either party's side, including the situation in which a Product ordered by the Client is temporarily out of stock, the other party is entitled to postpone its obligations for the duration of such force majeure.
4. In the case of a permanent force majeure situation on either party's side, either party is entitled to terminate (in Dutch: "ontbinden") the Agreement by a written statement sent by registered mail or by email.
5. Keesing shall in no case be liable for any costs or losses incurred by the Client as a consequence of force majeure situation on the side of Keesing.

Article 8 Claims and complaints; returned Products

1. The Products must be examined within 10 (ten) Business Days after delivery of the Products. All complaints about the performance of the Agreement by Keesing, including (but not limited to) complaints about the non-conformity of delivered Products, must be submitted to Keesing in writing, fully and clearly described, at the latest within ten (10) Business Days after delivery. Failure to submit a complaint in a timely manner shall result in the loss of all rights of the Client in this respect.
2. The Client is only entitled to return a Product within 10 (ten) Business Days in case:

- a) the Product received does not correspond with the Product ordered; or
- b) the Product received is damaged, which is not imputable to Client or the third parties engaged by it.

In either case the Client shall return the Product concerned in the condition in which it was received. The Client shall not modify or retain any part of the Product, nor make any copies, in whatever form. The Client shall return the Product in sturdy packaging accompanied by the original shipping document and/or original address label, including a notification as described in paragraph 1 of this article 8.

3. After receipt of the returned Product, if the Product delivered does not correspond with the Agreement and provided that the Client has complied with all requirements mentioned in this article, Keesing shall be bound at its option only to deliver what is missing, to repair the Product delivered or to replace the Product delivered, if this is possible. Keesing will do so as quickly as reasonably possible.

Article 9 Retention of title and risk

1. Keesing retains ownership of all property it delivers to the Client until the Client has complied in full with its obligations towards Keesing.
2. The Products delivered to the Client, which are subject to the retention of title may only be used in the ordinary course of business. In other cases, the transferability, as referred to in Section 3:83(2) DCC, of the Product is excluded. In the event of bankruptcy or suspension of payment of the Client, resale or use in the ordinary course of business is also not (or no longer) permitted. The Products delivered under retention of title cannot not be pledged to any third party other than Keesing and no rights may be established on them other than for Keesing.
3. At Keesing's first request, the Client will establish a right of pledge on all property, or provide any other security as approved by Keesing.
4. The Product delivered by Keesing is at the Client's risk from the moment of actual delivery to the Client.

Article 10 Intellectual property

1. Unless explicitly stated otherwise, all intellectual property rights and similar rights, including but not limited to copyrights, trade mark rights, data base protection rights and neighbouring rights in connection with the Product belong exclusively to Keesing.
2. Nothing in these Conditions shall give the Client any right, title or interest in the Product, other than the right to use the Product in accordance with the Agreement. The Client shall not claim ownership of the Product and the Client acknowledges that Keesing is the exclusive and sole owner of any intellectual property rights and similar rights related to the Product.
3. Except as otherwise specifically set forth herein, or in a separate writing signed by Keesing, the Client acknowledges and agrees that any modifications, enhancements, updates, error corrections or other changes to the Product performed by Keesing shall belong exclusively to Keesing.
4. The Client is not entitled to disclose copy or to publish originals or copies of any Product delivered by Keesing without Keesing's explicit prior written consent thereto. The Client is not entitled to use the Product for a different purpose or to make the Product available to persons other than those for whom the relevant Products are intended. This prohibition includes the explicit or tacit permission of the aforementioned acts.

5. In case of infringement of any of the rights referred to in this article 10, the Client shall forfeit an immediately payable penalty of € 25,000 (twenty five thousand euros) for every infringement and for every week that the infringement continues, without prejudice to other rights Keesing may have, including the right to terminate (in Dutch: "ontbinden") the Agreement and/or full compensation of the damage suffered.
6. If the Client notices that a third party is infringing Keesing's rights referred to in paragraph 1 of this article 10, the Client shall immediately inform Keesing thereof in writing. The Client itself shall not take any action against such an infringement without Keesing's prior written consent. If Keesing decides to take any action against the infringing party, the Client shall at Keesing's request fully cooperate with such action, on Keesing's expenses.
7. The Client is not permitted to change or remove any indications of rights, brand, trademarks or trade names of Keesing or third parties made in or on Products and/or Documentation or data carriers.

Article 11 Privacy, personal data and confidentiality

1. Keesing declares to comply with all relevant laws and regulations, including the General Data Protection Regulation 2016/679, regarding the protection of personal data when executing the Agreement. Keesing processes personal data in accordance with their privacy policy (see: <https://www.keesingtechnologies.com/privacy-policy/>).
2. If and insofar as, within the framework of the execution of the Agreement, personal data are processed for and/or together with the Client, the Parties will conclude such further agreement(s) as required under the applicable laws and regulations in the field of privacy and protection of personal data.
3. The content of the Agreement with Keesing, information regarding the Product or other technical information (including, without limitation, functional and technical specifications, designs, drawings, source code, analysis, research, processes, computer programs, algorithms and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like that the Client receives under the Agreement or that becomes available to the Client due to the Agreement, must be treated confidentially and kept secret and may not be disclosed or reproduced in any way. The Client must pass on this obligation to its employees and any third parties who come into contact with any of the described information of Keesing due to the Agreement. The Client must use the same degree of care in safeguarding Keesing's Confidential Information as it uses in safeguarding its own confidential information. Upon the end of the Agreement the Client, unless otherwise stated otherwise in the Agreement, shall return Keesing's confidential information in its possession. Confidential information does not include (i) information already known or independently developed by the Client itself outside the scope of this Agreement, (ii) information in the public domain through no wrongful act of the Client itself, or (iii) information received by the Client itself outside the scope of this Agreement from a third party who was free to disclose it.
4. In the event of a violation of the obligation, as described in paragraph 3 of this article, the Client will owe Keesing an immediately payable fine of €10,000 (ten thousand euro) for the violation without prejudice to Keesing's right next to this to claim full compensation for the damage suffered and still to be suffered by Keesing, while the Client must also notify Keesing of any violation of this obligation in writing directly and must provide Keesing with all the cooperation required to protect its interests under the circumstances.

Article 12 Liability and indemnity

1. Except for damages arising from death or bodily injury or if damages are caused by an intentional act or gross negligence by Keesing, its directors or executive staff, the liability of Keesing regarding the Client is limited by the amount paid by Keesing's insurer under Keesing's liability insurance in that particular case.
2. In the case Keesing's liability is not covered by the liability insurance, Keesing's liability is limited to the relevant price paid under the Agreement paid that year (excluding VAT). In no event shall Keesing's total liability, regardless of the basis of the claim, exceed the sum of € 2,000,000 (two million euro).
3. Without prejudice to the provisions of paragraph 1 and 2 of this article, Keesing is never liable for consequential or indirect damages or claims of third parties. Consequential or indirect damages include, amongst others but not exclusively, environmental damage, loss of data, interruption in use or availability of data, stagnation damage, loss of profit, lost revenue or turnover, goodwill and/or business opportunities.
4. Keesing's Products are intended to help the Client in making (automated) assessments and/or taking (automated) decisions with regard to the authenticity of documents. However, any such (automated) assessments and/or (automated) decisions are the Client's full responsibility. Keesing is not liable for the consequences thereof and the Client shall fully indemnify and hold harmless Keesing for any claims resulting of such assessment and/or decision.
5. Any (possible) liability of Keesing does not entitle the Client to suspend and/or setoff its obligations towards Keesing, including the Client's financial obligations.
6. Without prejudice to paragraph 1 of this article 12, Keesing shall only be liable towards the Client after the Client has given Keesing written notice of default and given Keesing a reasonable period of at least three (3) weeks to remedy such default and Keesing has remained in default even after expiry of the aforementioned period.
7. Any claim for damage raised by the Client must be send to Keesing within 10 (ten) Business Days after the occurrence of the damage in writing, fully and clearly described and substantiated with proof. Failure to submit a claim in a correct and timely manner shall result in the loss of all rights of the Client in this respect.
8. The Client shall indemnify Keesing and hold Keesing harmless from all third party claims regarding the Client's use of the Products.

Article 13 Term and termination

1. Unless explicitly agreed otherwise, all Subscriptions are for a term of 1 (one) year. The starting date of the subscription is indicated in the Agreement. Unless either party notifies the other party of cancellation (in Dutch: "opzegging") by email at least 1 (one) month before the end of a term, the Subscription automatically continues for another year.
2. Subject to the previous paragraph 1 of this article and by way of derogation from Section 6:265 DCC, Keesing is entitled to terminate (in Dutch: "ontbinden") the Agreement with immediate effect, without judicial intervention, by way of a written notification if the Client fails to fulfil one (1) or more of his obligations under the Agreement or fails to do so in time or in full.
3. Furthermore, Keesing is entitled to terminate (in Dutch: "ontbinden") the Agreement at any time with immediate effect by way of a written notification without further prior notice of default, if:

- a) the Client is granted a suspension of payments (be it provisional or otherwise) or the Client is declared bankrupt or the Client files for bankruptcy; or
 - b) the Client submits a request for a debt rescheduling; or
 - c) property of the Client is subject to an attachment order and this attachment is upheld for longer than two (2) months; or
 - d) the Client discontinues its business either partially or wholly or in any other way winds up and/or substantially changes or passes on to third parties its business activities; or
 - e) the Client or Keesing itself is subject to a change of control; or
 - f) the Client starts with running a business that (partly) competes with Keesing's business and/or Keesing Products.
4. In the case that Keesing ceases the Product to which the Agreement relates, Keesing is entitled to cancel (in Dutch: "opzeggen") the Agreement with immediate effect by way of a written notification and without being liable for any damages.
 5. In case of cancellation (in Dutch: "opzegging") or termination (in Dutch: "ontbinding"), all amounts due by the Client are immediately and wholly payable. If Keesing terminates the Agreement based on paragraph 4 of this article, Keesing will provide the Client with a pro-rata refund of any amounts paid by Client in advance relating to periods after such termination provided that Keesing itself is not in a situation as described under paragraph 3 a) up to and until d) of this article 13.
 6. Keesing shall not be liable for any damage incurred by the Client as a result of a cancellation (in Dutch: "opzegging") or termination (in Dutch: "ontbinding") in accordance with this article, without prejudice to Keesing's right to full indemnity as a result of non-fulfilment by the Client of its obligations and without prejudice to other rights Keesing may have.

Article 14 Applicable law and jurisdiction

1. Dutch law is exclusively applicable to the Agreement. The Vienna Sales Convention, (CISG) is explicitly not applicable.
2. All disputes arising out of or regarding the Agreement will be exclusively submitted to the competent court in Amsterdam, the Netherlands.

Article 15 Miscellaneous

1. All notifications within the scope of the Agreement must be made in writing.
2. Changes and/or additions to the Agreement are only valid when made in writing and agreed upon by the duly representatives of the Parties.
3. Keesing is entitled to transfer its rights and/or obligations pursuant to the Agreement to subsidiaries and/or group companies as meant in Section 2:24a and 2:24b DCC, or to legal successors, on which transfer Keesing will be discharged from its obligations towards the Client. The Client is obliged to give the necessary cooperation to make the transfer possible.
4. The Client is not permitted, without prior written consent from Keesing, to transfer its rights and/or obligations pursuant to the Agreement to a another party. Keesing shall only withhold its permission on reasonable grounds.

Article 16 Ethics and fight against corruption

1. Keesing requires that its Client complies with all domestic, European and international regulations on ethical rules and responsible conduct, including, but not limited to, the fight against corruption.
2. As such, the Client undertakes to comply, and ensure compliance by its employees, directors, officers, suppliers and subcontractors with the anti-corruption principles and undertakings contained in the texts listed below, and any national laws and regulations enforcing these:
 - the OECD Convention on Combating Bribery of Foreign Public Officials in International Business,
 - the United Nations Convention against Corruption ("Merida Convention") of May 27, 2005,
 - the US Foreign Corrupt Practices Act (FCPA),
 - the French Anti-Corruption law of the 9 December 2016 ("Loi Sapin 2")
 - the UK Bribery Act.
3. Furthermore, the Parties hereby agree that they shall not, at any time, directly or indirectly:
 - (i) make, offer to make, provide or pay any unlawful contributions, gifts, entertainment or other unlawful expenses to any candidate for political office, or fail to disclose fully any such contributions in violation of any applicable law;
 - (ii) make, or offer to make, any payment to any local, state, federal or any other type of governmental officer or official, or other person charged with similar public or quasi-public duties, other than payments required or allowed by applicable law and OECD guidelines; or
 - (iii) make, or offer to make, any payment in the nature of criminal bribery or any other unlawful payment in violation of any applicable law or OECD guidelines.
4. The breach by the Client of the applicable anti-corruption laws and regulations shall entitle Keesing to terminate the Agreement immediately and to be compensated for the damages suffered as a result of such termination.

II ADDITIONAL PROVISIONS APPLICABLE TO DIGITAL PRODUCTS

Article 17 Use of the Digital Product

1. The Client is obliged to use and maintain the Digital Product, data carriers, supporting devices and electronic media provided by Keesing with due care and in compliance with the recommendations and instructions which are given by or on behalf of Keesing. The Client will only permit authorized persons within its organisation to use the Digital Product, data carriers, supporting devices and/or electronic media provided by Keesing.
2. Keesing is at all times entitled to provide the Client with further instructions regarding the use of the Digital Product, data carriers, supporting devices and/or electronic media. The Client is obliged to accept and comply with such instructions.

Article 18 Scope of the Right of Use

1. Keesing grants the Client a temporary, non-transferable and non-exclusive Right of Use for the Digital Product. The Right of Use only covers the rights as explicitly mentioned in these Conditions and in the Agreement.

2. The Client is not permitted to make the Digital Product publicly available or to reproduce or to change the Digital Product in whatever form.
3. The Right of Use comprises the following actions, which may exclusively be carried out by persons working within the organisation of the Client:
 - a) loading, visualising, consulting and allowing to function of the Digital Product in compliance with the written specifications provided by Keesing;
 - b) the transfer to a text document of a number of small parts of information that have been selected in the Digital Product and the printing of that text document.
4. The permitted use of the Digital Product is limited to the type of Subscription that has been purchased by the Client as also further described in the Agreement.
5. Either a per Seat Subscription or Site Subscription is available for the Digital Product. If the subscription type is not explicitly specified by Keesing in the Agreement or elsewhere by Keesing in writing, the applicable subscription type is to be understood as Per Seat Subscription.
 - a) Per Seat Subscription: The Digital Product is licensed for use by a particular individual User. An eligible User may access the Digital Product with a unique username and password on one device at a time. A subscription for each separate User that wishes to access the Digital Product must be acquired. A Per Seat Subscription for the Digital Product may not be shared with others within or outside the Clients organisation.
 - b) Site Subscription: The Digital Product is licenced for use by all Users registered for one (1) specific organisation, site or facility governed by the Client. A Site License may be subject to Intellectual Property restrictions. All eligible Users of the Client may access the Digital Product with a unique username and password.

The Client must take reasonable measures to ensure that the number of Users does not exceed the permitted number of Users under the Agreement.

6. If the Digital Product is, without Keesing's prior written permission, not used in line with the rules and restrictions for the type of Subscription as laid down in these Conditions and/or the Agreement, the Client is bound to pay a penalty of € 5,000 (five thousand euro's) for each violation of these restrictions and for each day (and part of the day) that this violation continues up to a maximum of € 50,000 (fifty thousand euro's), without prejudice next to other rights Keesing may have regarding such unauthorised use, including the rights as mentioned in article 21 of these Conditions.
7. The Right of Use is granted only under the condition of full and timely payment by the Client of the price applicable to the Digital Product.
8. The Digital Product may only be used on systems and/or infrastructure containing security measures against unwarranted access by third parties to the Digital Product.
9. The Digital Product may only be used for the benefit of the Client's own business or professional activities and such use may never result in any form of – either commercial or not – exploitation of the Digital Product or parts thereof by the Client or a third party.
10. The Client is not permitted to integrate the Digital Product either wholly or partially in, or to add to software or to data collections, without Keesing's explicit prior written permission, save if this is obviously necessary for the use of the Digital Product as intended by Keesing.
11. If the Digital Product is made available on one or more electronic data carriers these data carriers remain the property of Keesing at all times. No transfer of ownership from Keesing to the Client takes place, notwithstanding the Client's obligations

regarding these data carriers and the transfer of risk, as laid down in these Conditions.

12. If the Digital Product is made available for online use, Keesing will strive that the Client has twenty-four-hour-per-day access (barring time-out for maintenance purposes) to the Digital Product. However, Keesing can not warrant an uninterrupted access to online Products. Keesing will carry out the necessary maintenance outside regular office hours as much as possible.
13. The Client is not permitted to make a back-up copy of the Digital Product, unless (and only in so far as) the Digital Product consists of software and the making of a back-up copy is necessary for guaranteeing the continuity of the permitted use in case of a calamity. In that case, the Client must inform Keesing in advance in writing of its intention to make a back-up copy and the Client is only permitted to make one (1) back-up copy and is obliged to safekeep this back-up copy in such a place and to take such security measures to ensure that the back-up copy will not be available to third parties. All trademarks, service marks, patents, copyright and other proprietary notices must be reproduced when making this copy of the Product in whole or in part.
14. The Client is not permitted to subject the Digital Product to decompilation, reverse engineering, decrypting, extracting, disassembling or any other form of translation or adaptation of the programme code, unless (and only in so far as) the Digital Product consists of software and the intended actions wholly fall outside the scope of Section 45m of the Dutch 1912 Copyright Act (*Auteurswet 1912*).
15. The Client is required to inform Keesing of its intentions regarding the actions mentioned in paragraph 14 of this article 18 in advance in writing and must request Keesing to make the required information available. The Client can only carry out such actions after Keesing has made this information available, Keesing can require the Client to only do so under reasonable conditions. Keesing will respond to such a request within thirty (30) days after receipt of such a request.
16. If the Digital Product (either partially or wholly) consists of a data base or a data collection, the Right of Use includes periodical Updates on subscription basis or, if applicable, the online availability of Updates, upon payment by the Client of the additional Update price as indicated by Keesing.
17. New versions of Digital Products are also subject to these Conditions.
18. The Client will grant access to Keesing or a third party authorised by Keesing to the premises where the Digital Product are held and/or used by the Client, in order to inspect the Digital Product, carry out maintenance and to check on the proper compliance by the Client with these Conditions and/or the Agreement. Keesing has the right to have such an audit be done once (1) each year and will inform the Client of its intent to have an audit be done so that Parties can arrange for the audit to be taken place and as to not disturb the Clients business unnecessarily.
19. Keesing may take measures to monitor correct compliance with the scope of the Right of Use, for example by giving the Digital Product a unique digital watermark per Client.

Article 19 Delivery, installation and implementation; risk

1. The Digital Product will be delivered to the Client at the address indicated by the Client or if applicable be made available online.
2. The Client is responsible for taking care of the installation and implementation of the Digital Product in accordance with the Documentation provided by Keesing.

3. As from the moment of delivery as meant in paragraph 1 of this article 19, the Digital Product is solely for the risk and account of the Client.

Article 20 Helpdesk

1. The Client is entitled to consult Keesing's helpdesk for reasonable questions, support and advice concerning the use of the Digital Product. Keesing will endeavour to offer the Client the requested support or to provide adequate answers to questions regarding the use of the Digital Product to the best of its ability.
2. Keesing endeavours that its helpdesk can be reached during regular European office hours; 08:00-18:00 CEST/CET (excluding Dutch public holidays).
3. The Client is deemed to have a reasonable basic knowledge regarding the Digital Product and of its own IT-systems and software programmes. If and in so far as helpdesk service is required due to absence of such basic knowledge, Keesing is entitled to invoice the costs concerned to the Client in accordance with Keesing's applicable pricelist.

Article 21 Warranty and liability

1. The provisions of this article apply to faults in Digital Products, to the exclusion of article 12 and all other actions the Client might have.
2. A fault, as meant in this article, applies if the Digital Product does not function substantially in accordance with the specifications as listed in the Documentation.
3. For a period of one (1) year after the Digital Product has been delivered to the Client, Keesing warrants the absence of faults in material and workmanship under normal use. This warranty is also applicable to Updates as from the moment an Update has been made available to the Client, provided that all obligations arising from this warranty for earlier versions of the Digital Product will lapse one (1) month after the Update was made available.
4. The warranty as meant in paragraph 2 of this article 21 is exclusively applicable to faults of which the Client has informed Keesing in writing within two (2) weeks after discovery of, or as the case may be, after the Client should reasonably have discovered such fault, and solely covers, at Keesing's choice and at Keesing's expense:
 - a) The repair of the Digital Product; or
 - b) The correcting of the fault in an Update; or
 - c) the taking back of the Digital Product by Keesing and refunding the purchase price paid by the Client.
5. Actions for the purpose of research and/or repair of the faults which are:
 - a) not reproducible; or
 - b) not in divergence of the specifications as meant in paragraph 2 of this article 21; or
 - c) caused as a result of negligent or unprofessional use of the Digital Product or use that is not in compliance with the Documentation by the Client; or
 - d) caused as a result of non-compliance with the instructions provided to the Client by Keesing regarding the installation, implementation and/or use of the Digital Product; or
 - e) caused as a result of the use of the Digital Product on or in connection with systems and/or software or other products which do not comply with the technical

specifications provided to the Client (either or not in the Documentation) by Keesing; or

- f) caused by the mutilation or loss of data; or
- g) caused as a result of malfunctioning of systems on or in which the Digital Product is used (unless such system has been supplied and is maintained by Keesing); or
- h) caused as a result of voltage failure or telecommunication or network services failure; or
- i) otherwise the result of causes for which Keesing cannot reasonably be held responsible;

do not fall within the scope of the warranty as meant in paragraph 3 of this article 21 and the costs of which will, if carried out by Keesing at the Client's request, be due by the Client to Keesing in accordance with Keesing's applicable pricelist.

6. Keesing represents and warrants during the term of the Agreement that to the best of its knowledge and belief the Digital Product as delivered to the Client, when properly used as contemplated in the Agreement, will not infringe or misappropriate any copyright, trademark, patent, or the trade secrets of any third persons and will defend and hold harmless the Client from direct damages caused by third party infringement claims other than claims which are the subject of the limitation of this paragraph; provided that

- (i) Keesing is given prompt written notice of such claim;
 - (ii) Keesing is given the right to control and direct the investigation, preparation, defense or settlement of any claim;
 - (iii) The Client fully cooperates with Keesing in the investigation, preparation, defense or settlement of any claim;
 - (iv) The Client has in all material respects complied with the terms of the Agreement, and
 - (v) the alleged infringement was not caused by any unauthorized alteration of the Product or the infringement would not have occurred but for the use of it in combination with other software, equipment or technology not supplied or approved by Keesing.
- Upon being notified of such a claim, Keesing shall in its sole discretion
- (a) defend through litigation or obtain through negotiation the right of the Client to continue using the Product;
 - (b) rework the Digital Product so as to make it non-infringing while preserving the original functionality, and/or
 - (c) replace the Digital Product with a product having substantially equivalent functionality.

Moreover, Keesing will indemnify the Client and keep the Client indemnified against all liability for direct damages arising from any claim brought or made against the Client for breach of any third party right (including but not limited to copyright, patent, design, design right and trademark) in relation to the use by the Client.

The Client acknowledges that the indemnity prescribed by this paragraph 6 of article 21 shall not operate in respect of any claim where such claim arises directly or indirectly and solely from

- (i) the act of the Client or the Clients User; or
- (ii) any materials, hardware or software provided by the Client which infringes a third party's intellectual property.

7. Notification of a fault does not discharge the Client from its obligations towards Keesing and the Client is obliged to assist Keesing with requests regarding the research and/or repair of the fault.

8. Notwithstanding paragraph 2 and 6 of this article 21, Keesing does not warrant that:

- a) The Digital Product is free of defects that do not qualify as faults;
- b) The Digital Product will satisfy all Clients requirements;
- c) The use of the Digital Product will be uninterrupted or error-free.

Article 22 Duration and ending of the Right of Use

1. The Right of Use is granted for the term of the Agreement and ends automatically upon the end (in Dutch: "beëindiging") of the Agreement, regardless of the reason for the end of the Agreement.
2. In case of the ending (in Dutch: "beëindiging") of the Right of Use, the Client must hand over all original copies of the Digital Product and the Documentation, all data carriers on which the Digital Product has been recorded, any possible additional copies of the Digital Product as well as any devices/systems made available by Keesing to the Client, including but not limited to any safety systems made available by Keesing to the Client, and/or electronic media, within ten (10) Business Days after the end of the Agreement. The Client is furthermore obliged to remove the Digital Product as quickly as possible, but no later than within ten (10) Business Days after the end of the Agreement, from all its computer systems and other devices/systems and to enable Keesing to verify or have verified the Clients compliance with this obligation.

Article 23 Third-party software and third-party hardware

1. If third-party software and/or third-party hardware is made available to the Client, the terms and conditions of that third party will be exclusively applicable with regard to that software and/or hardware. The Client may not unreasonably withhold its acceptance from such terms and conditions. Should the Client withhold its acceptance from these terms and conditions, this is considered a material breach of the Agreement and Keesing is entitled to terminate (in Dutch: "ontbinden") the Agreement in accordance with article 13 paragraph 2 of these Conditions.
2. If and in so far as the third party terms and conditions as meant in section 1 hereof are not applicable or void, for whatever reason, the current Conditions apply.

III. ADDITIONAL PROVISIONS APPLICABLE TO COURSES AND TRAINING

Article 24 Additional definitions

In this part of the Conditions the terms below are defined as follows:

- a) Course: all educational programmes or parts of educational programmes, including training programmes, organised or taken care of by Keesing or on its behalf;
- b) Participant: a natural person related to the Client who participates in a Course.

Article 25 Cancellation, inability to attend, non-participation

1. Keesing reserves the right to cancel or reschedule a Course or to merge course groups. Keesing will notify the Client two (2) Business Days in advance of the initial date of the Course of a cancellation or rescheduling of the Course. The Client is not entitled to claim any damages as a result of such cancellation or merger.
2. The Client has the right to cancel the Course in writing or by email. Unless explicitly agreed upon otherwise by Parties in writing, the Client owes Keesing 25% of the total amount due under the Agreement in case of cancellation by the Client of a Course up to four (4) weeks prior to commencement of such Course. In case of cancellation up

to two (2) weeks prior to commencement of a Course the Client owes Keesing 50% of the total amount due. In case of cancellation within two (2) weeks prior to commencement of a Course, the Client owes Keesing the total amount due under the Agreement.

3. The Client is obliged to inform the Participants of the Course correctly about the date and starting time of the Course and to inform the Participants about (the use of) possible necessary devices in order to take part in the Course as well as about the desired behaviour of the Participants during the Course.
4. In the event that a Participant is unable to attend a Course, the Client is entitled to replace the Participant by another employee of the Client. Replacement is only possible, if this is communicated at least twenty-four (24) hours before the starting time of the Course. Replacement after the aforementioned time, as well as replacement after the start of the Course is not allowed.
5. If a Participant is unable to attend a Course and is not replaced in accordance with paragraph 4 of this article 25, the Client owes Keesing the total costs due with regard to the absent Participant.
6. Keesing has the right to, without stating reasons, exclude a Participant from the Course before the start of the Course, in which case the Client is entitled to a refund of the full amount paid by the Client with respect to the relevant Participant. Keesing reserves the right to refuse to allow a participant who is more than thirty (30) minutes late to the Course, if, in the opinion of Keesing this has a disruptive influence on the Course activities, in which case the Client is not entitled to any refund with respect to the relevant Participant. Keesing reserves the right to remove a Participant who is misbehaving during the Course or is exhibiting unsafe behaviour if the misconduct or the unsafe behaviour in the opinion of Keesing has a disruptive or dangerous influence on the Course activities, in which case the Client is not entitled to any refund with respect to the relevant Participant.

Article 26 Programme and Course contents

1. Keesing reserves the right to change the time and/or location of the Course meetings. Keesing will notify the Client in time thereof.
2. Keesing reserves the right to change the programme of the Course or parts thereto
3. Keesing retains the right to replace teachers.
4. Article 10 of these Conditions is also applicable to all training materials used by Keesing and provided to the Client and Participants in the Course.