GENERAL TERMS AND CONDITIONS OF SALE OF DEBUGGED B.V., A COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE NETHERLANDS, HAVING ITS CORPORATE SEAT AND ITS OFFICIAL ADDRESS AT (6026 DD) MAARHEEZE, AT DISSEL 146, THE NETHERLANDS, LODGED AT THE TRADE REGISTER OF THE CHAMBER OF COMMERCE UNDER NUMBER 75934361

CHAPTER I: GENERAL PROVISIONS

1. Definitions and interpretation

1.1. For the purpose of these GTC and all related documents, the capitalized terms as defined below shall have the following meanings whereby these terms may be used in the singular or the plural form and vice versa, as the context so requires:

'Agreement' the agreement concerning the sale and delivery of Services concluded in writing between Debugged and the Customer of which these GTC form an integral part, including all appendices, subsequent amendments thereof and/or addenda thereto as may be agreed upon in writing between Debugged and the Customer.

'Customer' the firm or company named as such in the Agreement.

'Debugged' Debugged B.V, a company organized and existing under the laws of the Netherlands, having its corporate seat and its official address at (6026 DD) Maarheeze, at Dissel 146, the Netherlands, lodged at the trade register of the Chamber of Commerce under number 75934361 and any of its affiliated companies.

'Force Majeure' includes, but is not limited to, Acts of God, directive of Government or of persons purporting to act therefore, legislation, war, pandemic, civil disturbance, fire, drought, failure of power supply, explosion, riot, disturbances or standstill of essential production equipment, flood, earthquake, lock-out, transportation issues, shortage of essential raw materials, strike or other action taken by employees in contemplation of or furtherance of a trade dispute or owing to any liability to procure materials or force majeure of any other nature, including non- or late delivery due to non- or late fulfilment of obligations of subcontractors of Debugged or transportation companies engaged by Debugged and/or solvency and/or liquidity issues and/or bankruptcy of third parties engaged by Debugged, in so far as any of these circumstances prevent Debugged's performance of the Agreement.

'GTC' these general terms and conditions of sale of Debugged.

'Party' each of Debugged and the Customer separately.

'Parties' Debugged and the Customer together.

'Products' the products, Software and related goods as specified in the Agreement.

'SaaS' a service by which Debugged makes Software available to the Customer remotely through the internet or any another data network, and maintains this availability remotely, without providing a physical carrier with the Software concerned to the Customer, as further stipulated in the Agreement.

'Services' all services of any nature whatsoever and under whatever name, such as, but not limited to, hosting, provision of SaaS, advise, design or consultancy services, to be performed by Debugged as further stipulated in the Agreement.

'Specifications' the detailed specifications, descriptions and drawings of Products and/or Services agreed upon between the Parties and specified and defined as such in writing.

'Software' (micro)computer programs (excluding SaaS), including but not limited to mobile phone applications, including any and all documentation and/or materials thereto.

1.2. The headings of these GTC are for ease of reference only and are not intended to qualify the meaning of any article or section thereof

1.3. Any undertaking by a Party not to do an act or thing shall be deemed to include an undertaking not to permit or suffer such act or thing to be done by another person.

1.4. References to the Parties include their respective successors in title and permitted assigns.

1.5. In these GTC the term 'in writing' includes by post, e-mail and any other electronic communication device customary in the market.

1.6. Terms and expressions of law and of legal concepts as used in this GTC have the meaning attributed to them under the laws of the Netherlands and should be read and interpreted accordingly.

2. Applicability of the GTC

2.1. These GTC apply to all offers, purchase orders and Agreements as well as to all related legal acts of the Parties.

2.2. The applicability of the Customer's general purchase (or other) terms and conditions is expressly rejected.

2.3. Any amendments of and/or addenda to these GTC have to be agreed upon in writing by the Parties.

2.4. A failure by Debugged to exercise or a delay in exercising a right or remedy provided by these GTC or by law does not constitute a waiver of that right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these GTC or by law by Debugged prevents further exercise of that right or remedy or the exercise of another right or remedy.

2.5. If one or more provisions of these GTC shall be found, by a court with jurisdiction, to be illegal, invalid or unenforceable, it shall not affect the legality, validity or enforceability of any of the remaining provisions of these GTC. The Parties agree to attempt to substitute for any illegal, invalid or unenforceable provision a legal, valid or enforceable provision that achieves to the greatest extent possible the objectives of the illegal, invalid or unenforceable provision.

2.6. These GTC do not derogate from Debugged's statutory and common law rights, but are in addition thereto.

2.7. In the event of any contradictions between these GTC and the Agreement, the terms of the Agreement shall prevail.

3. Offers, Agreements and notifications

3.1. All offers of Debugged are non-binding and, unless otherwise declared by Debugged in writing, valid for a period of 30 (thirty) days after the date thereof.

3.2. No purchase order shall be binding on Debugged unless it has been confirmed by Debugged in writing. Such purchase order confirmation shall constitute an Agreement.

3.3. The Customer cannot derive any rights from oral commitments of Debugged, unless and to the extent those are confirmed in writing by Debugged.

4. Obligation to cooperate

4.1. The Customer shall always extend, in a timely manner, the cooperation reasonably required by Debugged for the performance of the Agreement.

4.2. If Debugged's employees perform work at the Customer's location, the Customer must provide, on time and free of charge, the facilities

required, such as a workspace with computer and network facilities. Debugged shall not be liable for damage or costs due to transmission errors, malfunctions or the non-availability of these facilities unless the Customer proves that this damage or these costs are the result of deliberate intent or recklessness on the part of the Debugged. The workspace and facilities must meet all legal requirements. The Customer indemnifies Debugged against claims of third parties, including Debugged's employees, who suffer injury in the context of performing the Agreement as a result of acts or omissions of the Customer or unsafe situations in the Customer's organisation. The Customer shall make any company and security rules current in its organisation known to employees deployed by Debugged prior to the start of their work.

4.3. In the event that, in connection with the Agreement, the Customer makes Software, equipment or other resources available to Debugged, the Customer guarantees that all licences or approvals that Debugged may require in relation to these resources shall be obtained.

4.4. The Customer is responsible for the management, including checking the settings, and use of the Products supplied and/or Services provided by Debugged, and the way in which the results of the Products and/or Services are used. The Customer is also responsible for appropriately instructing users and for the use made by users.

5. Obligation to provide information

5.1. To enable proper performance of the Agreement by Debugged, the Customer shall always provide all information reasonably required to Debugged in a timely manner.

5.2. The Customer guarantees that the information, designs and Specifications that it has provided to Debugged is or are accurate and complete. If the information, designs or Specifications provided by the Customer contain inaccuracies apparent to Debugged, Debugged shall contact the Customer to make enquiries about the matter.

5.3. Debugged is obliged to periodically provide information concerning the performance of the Agreement through the contact person designated by the Customer.

6. Terms

6.1. Debugged shall make reasonable efforts to comply to the greatest extent possible with the terms and delivery periods and/or dates, whether or not these are firm deadlines and/or dates, that it has specified or that have been agreed between the Parties. The interim dates and delivery dates specified by Debugged or agreed between the Parties shall always apply as target dates, shall not bind Debugged and shall always be indicative.

6.2. If a term is likely to be exceeded, Debugged and the Customer shall consult with each other about the consequences of the term being exceeded in relation to further planning.

6.3. If it has been agreed that the work under the Agreement is to be performed in phases, Debugged shall be entitled to postpone the start of a phase's work until the Customer has approved the results of the preceding phase in writing.

7. Suspension and termination

7.1. Debugged shall at all times be entitled to suspend the fulfilment of its obligations under the Agreement or to terminate the Agreement, in the event that:

i) the Customer does not timely and fully fulfil its obligations under the Agreement;

ii) Debugged learns of circumstances giving good ground to fear that

the Customer will not timely and fully fulfil its obligations under the Agreement. In such event suspension or termination of the Agreement by Debugged shall only be allowed in so far the shortcoming justifies such action.

7.2. Debugged shall furthermore be entitled to dissolve the Agreement if circumstances arise of such nature that fulfilment of Debugged's obligations becomes impossible or can no longer be expected in accordance with the requirements of reasonableness and fairness.

7.3. If the Agreement is terminated pursuant to **article 7.2** above, Debugged's claims against the Customer shall be forthwith due and payable. If Debugged suspends fulfilment of its obligations, it shall retain its rights under the applicable law and the Agreement.

7.4. Notwithstanding the foregoing sub clauses of this **article 7**, Debugged shall always retain the right to claim damages in case of suspension or termination.

8. Images and technical data

Dimensions, capacities, prices, technical data and images set out in Debugged's website and other advertising material are approximate only. These data shall not be binding save to the extent they are expressly guaranteed in the Agreement.

9. Prices and fees

9.1. As consideration for the sale and delivery of Products and/or Services under the Agreement the Customer shall pay Debugged the prices/fees, which are calculated as specified in the Agreement.

9.2. Unless explicitly stated otherwise, prices are always stated exclusive of turnover (VAT).

9.3. Information from Debugged's records shall count as conclusive evidence with respect to the performance delivered by Debugged and the amounts owed by the Customer for delivery of this performance, without prejudice to the Customer's right to produce evidence to the contrary.

9.4. If a periodic payment obligation on the part of the Customer applies, Debugged shall be entitled to adjust, in writing and in accordance with the index or other standard included in the Agreement, the applicable prices/fees and rates to the term specified in the Agreement. If the Agreement does not expressly provide for the possibility on the part of Debugged to adjust the prices/fees or rates, Debugged shall always be entitled to adjust, in writing and with due observance of a term of at least 3 (three) months, the applicable prices/fees and rates. If the Customer does not agree to the adjustment in this latter case, the Customer shall be entitled to terminate the Agreement in writing within 30 (thirty) days following notice of the adjustment, which termination shall take effect on the date on which the new prices and/or rates would take effect.

10. Payment

10.1. Unless explicitly agreed upon otherwise between the Parties in writing or in any other Chapter of these GTC, the Customer shall pay Debugged's invoices in Euro and in full without discount, withholding, set-off or counterclaim by means of transfer to the bank account of Debugged within 30 (thirty) days from the date of the invoice.

10.2. Contestation of an invoice by the Customer shall not suspend the fulfilment of its payment obligations

10.3. The Customer is only entitled to offset- or retention rights if the Customer's counterclaims are legally established, uncontested or recognized by Debugged. Moreover, the Customer shall only be entitled to retention rights in relation to the original Agreement.

10.4. In the event that the Customer fails to timely fulfil its payment

obligations, the Customer shall be in default by operation of law and owe an interest charge equal to the statutory interest rate, however the interest rate owed shall in no event be lower than an interest of 1 (one) per cent per month on the amount due and payable. The interest on the amount due and payable shall be calculated as from the date the Customer is in default. The foregoing shall be in addition to and not in lieu of any other rights and remedies Debugged may have at law or in equity for such default.

10.5. All reasonable judicial and extrajudicial costs related to the enforcement and collection of payments due by the Customer to Debugged and not received in time, shall be borne by the Customer.

10.6. In the event that: a) the Customer's company is wound up; b) the 'Wet Schuldsanering Natuurlijke Personen' (WSNP) is declared applicable (in case of a sole proprietorship); c) the owner of the Customer dies (in case of a sole proprietorship); d) the owner of the Customer is placed under conservatorship (in case of a sole proprietorship); e) the Customer's company is attached; f) the Customer's company is declared bankrupt; and/or g) a suspension of payment is granted to the company of the Customer; Debugged's payment claims against the Customer shall forthwith become due on Debugged's demand.

11. Information security

11.1. Any form of information security provided by Debugged under the Agreement shall meet the agreed Specifications regarding security. Debugged does not guarantee that the information security provided is effective under all circumstances. If the Agreement does not include an explicitly defined security method, the security provided shall meet a standard that is not unreasonable in terms of the state of the art, the sensitivity of the information and the costs associated with the security measures taken.

11.2. The access or identification codes and certificates provided by or on behalf of Debugged to the Customer are confidential and must be treated as confidential information, and may only be provided to Customer's authorised personnel. Debugged is always entitled to change the access or identification codes and certificates with notification to the Customer.

11.3. The Customer is obliged to adequately secure its systems and infrastructure and have active antivirus software protection at all times.

12. Liability

12.1. Debugged's total liability due to an attributable failure in the performance of the Agreement or on any legal basis whatsoever, expressly including each failure to fulfil a warranty obligation agreed with the Customer, shall be limited to compensation for direct damage or loss up to a maximum of the total amounts (excluding VAT) paid to Debugged by Customer under the Agreement during the 12 (twelve) months) immediately preceding the event(s) giving rise to such liability. However, if the loss or damage is covered by Debugged's commercial liability insurance, the liability shall never amount to more than the amount actually paid out by the insurer.

12.2. Debugged shall not in any event be liable for indirect damage, including but not limited to, consequential damage, loss of profit, lost savings, reduced goodwill, loss due to business interruption, loss as a result of claims of the Customer's, loss arising from the use of items, materials or software of third parties prescribed by the Customer to Debugged and loss arising from the engagement of suppliers prescribed by the Customer to Debugged is excluded. Debugged's liability for corruption, destruction or loss of data or documents is

likewise excluded.

12.3. The limitations and exclusions of liability set out in this GTC do not apply in the event that the damage is caused by wilfulness, gross fault or gross negligence on the part of Debugged.

13. Changes and additional work

13.1. If on the instructions of, or in agreement with, the Customer any change is made, any additional Products are delivered and/or extra Services are performed that are not included in the Agreement, the extra costs thereby incurred shall be charged by Debugged to the Customer as additional work at the then applicable charging rates. Debugged is not obliged to honour such a request and may require that a separate agreement be concluded for the purpose.

13.2. Insofar fixed prices/fees have been agreed for, Debugged shall on request inform the Customer in writing about the financial consequences of the additional work or additional provisions of Products and/or Services as referred to in this **article 13**.

14. Intellectual property rights

14.1. All intellectual property rights to the Products and/or Services, including preparatory materials in this regard, developed or made available to the Customer under the Agreement are held exclusively by Debugged, its licensors or its suppliers. The Customer shall have the rights of use expressly granted under these GTC, the Agreement concluded in writing between the Parties and the law. A right accorded to the Customer is non-exclusive and may not be transferred, pledged or sublicensed.

14.2. If the Parties agree in writing that an intellectual property right with respect to (any part of) the Products and/or Services specifically developed for the Customer shall transfer to the Customer, this shall be without prejudice to the Debugged's right or option to use and/or operate, either for itself or for third parties and without any restriction, the parts, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards and the like on which the developments referred to are based for other purposes. The transfer of an intellectual property right shall likewise be without prejudice to Debugged's right to complete developments, either for itself or for a third party, that are similar to or derived from developments that were or are being completed for the Customer.

14.3. The Customer may not remove or change any indication concerning the confidential nature of or concerning the copyrights, brands, trade names or any other intellectual property right pertaining to the Software, data files, equipment or materials, or have any such indication removed or changed.

14.4. Debugged indemnifies the Customer against any claim of a third party based on the allegation that Products and/or Services developed by Debugged itself infringe an intellectual property right of that third party, subject to the condition that the Customer immediately informs Debugged in writing about the existence and content of the claim and leaves the settlement of the claim, including any arrangements made in this regard, entirely to Debugged. This obligation to indemnity shall not apply if the alleged infringement concerns:

14.4.1 materials made available to Debugged by the Customer for use, modification, processing or maintenance; or

14.4.2 changes made or commissioned by the Customer in the Products and/or Services without Debugged's written permission.

14.5. If it is irrevocably established in court that the Products and/or Services developed by Debugged itself is or are infringing any intellectual property right held by a third party, or if, in the opinion of

Debugged, there is a good chance that such an infringement is occurring, Debugged shall if possible ensure that the Customer can continue to use, or use functional equivalents of, the Software, data files, equipment or materials supplied. Any other or further obligation to indemnify on the part of Debugged due to infringement of a third party's intellectual property right is excluded.

15. Privacy and personal data processing

15.1. The Parties shall at all times comply with any obligations under Dutch law regarding data protection and any other relevant (national, European and international) data protection regulations (the 'Privacy Laws') that are applicable to the execution of the Agreement. Both Parties shall (i) take appropriate security measures to protect the confidentiality of the (personal) data provided by the other Party, (ii) inform the other Party, on such Party's request, about the security measures taken in respect to the foregoing, and (iii) notify the other Party of any breach of personal data in accordance with and within the timeframe stipulated in the Privacy Laws.

15.2. The Parties maintain that the supplier is the 'processor' within the meaning of the Personal Data Protection Act with respect to the processing of personal data. If required by Privacy Laws, the Parties shall enter into a data processing agreement.

15.3. The Customer indemnifies Debugged against claims of persons whose personal data is recorded or processed in the context of a register of personal data that is maintained by the Customer or for which the Customer is otherwise responsible by law, unless the Customer proves that the facts on which a claim is based are attributable to Debugged.

15.4. The Customer is fully responsible for the data that it processes in the context of using the Services of Debugged. The Customer guarantees vis-à-vis Debugged that the content, use and/or processing of the data are not unlawful and do not infringe any right of a third party. The Customer indemnifies Debugged against any claim of a third party instituted for whatever reason in connection with this data or the performance of the Agreement.

16. Force Majeure

16.1. Debugged shall not be liable for any failure to fulfil any terms of the Agreement to the extent that such fulfilment has been delayed, hindered, interfered with or prevented by any circumstance whatsoever which is not within its reasonable control and which amounts to an act of Force Majeure.

16.2. Debugged shall inform the Customer of all the circumstances and particulars which prevent Debugged from performing its obligations under the Agreement. Debugged shall consult the Customer about the measures to be taken in order to limit the consequences of the situation of Force Majeure to a minimum and to safeguard the execution of the Agreement.

16.3. If the Force Majeure continues for a period of more than 2 (two) consecutive months, then either Party shall be entitled to terminate the Agreement by written notice to the other Party.

17. Secrecy

17.1. The Parties ensure that all information received from the other Party that the receiving Party knows or should reasonably know is confidential, is kept secret. This duty of confidentiality shall not apply to Debugged if and insofar as Debugged is required to provide the information concerned to a third party in accordance with a court decision or a statutory requirement, or if and insofar as doing so is necessary for the proper performance of the Agreement by Debugged.

General terms and conditions of sale of Debugged B.V., March 2020

Debugged shall not be held to pay damages or compensation and the Customer shall not be entitled to demand the dissolution of the Agreement on the ground of any damage resulting from said circumstances.

17.2. The Party receiving the confidential information may only use it for the purpose for which it was provided. Information shall in any case be deemed to be confidential if it has been qualified as such by one of the Parties.

17.3. The Customer acknowledges that Software originating from Debugged is always confidential in nature and that this Software contains trade secrets of Debugged and its suppliers or the producer of the Software.

18. Assignment and subcontracting

18.1. Debugged is at all times entitled to assign all or a part of its rights and/or obligations under the Agreement to an affiliated company or third party with notification to the Customer.

19. Applicable law and disputes

19.1. These GTC are construed in accordance with and governed exclusively by the laws of the Netherlands. The applicability of the 1980 Vienna Sales Convention ('CISG') is hereby excluded, as well as any other present or future terms of any international convention governing the purchase of moveable property, insofar as such terms can be excluded.

19.2. In case of any disputes arising out of or relating to Agreement, the Parties shall endeavour to settle such disputes amicably.

19.3. If the Parties are unable to settle the dispute amicably, the dispute shall be resolved by arbitration in accordance with the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes (Stichting Geschillenoplossing Automatisering - SGOA), which has its registered office in The Hague, the Netherlands, the foregoing without prejudice to the right of each Party to request preliminary relief in summary arbitral proceedings and without prejudice to the right of each Party to take precautionary measures. Arbitration proceedings shall take place in The Hague.

19.4. In derogation from the provisions of **article 19.2**, each Party shall be entitled to bring the dispute before the courts of Rechtbank Oost-Brabant. The Parties shall only be entitled to take the afore-mentioned action if arbitration proceedings concerning the dispute have not yet been instituted in accordance with the provisions of **article 19.2.**

CHAPTER II: SOFTWARE

The provisions of this Chapter II shall apply in addition to the provisions of Chapter I General Provisions, if Debugged makes Software available to the Customer and/or develops Software specifically for the Customer other than on the basis of SaaS. In case of any contradictions, the provisions of this Chapter II shall prevail.

20. Delivery, installation and availability

20.1. Debugged shall make the Software available on the date or within the term as set out in the Agreement.

20.2. At its discretion, Debugged shall deliver the Software on the agreed type of data carrier or, if no agreements have been made in this regard, on a type of data carrier determined by Debugged, or shall make the Software available to the Customer online.

21. Right of use and restrictions on use

21.1. Debugged shall make the agreed Software available to the Customer for use for the duration as set out in the Agreement on the basis of a right for use as set out in **article 14.1**.

21.2. Debugged's obligation to make available and the Customer's right to use extend only to the Software's object code. Unless, agreed otherwise in writing, the Customer's right of use does not extend to the Software source code.

21.3. Debugged is always entitled to take technical measures to protect the Software against unlawful use and/or against use in a manner or for purposes other than the manner or purposes agreed between the Parties. The Customer shall never remove or bypass technical measures intended to protect the Software or have such technical measures removed or bypassed.

21.4. The Customer may only use the Software for the intended use and the Customer shall always comply with the agreed restrictions on the use of the Software.

22. Specifications and development method

22.1. If Debugged develops Software specifically for the Customer and the Parties use a development method based on iterative design and/or development of the Software or parts of the Software, the Parties shall accept that, at the start, the work shall not be performed on the basis of complete or fully detailed Specifications, and also that Specifications, which may or may not have been agreed on commencement of the work, may be changed, in consultation and with due observance of the project approach that forms part of the development method concerned, during the performance of the Agreement. During the performance of the Agreement, the Parties shall make decisions in consultation regarding the Specifications that shall apply in the subsequent phase of the project (a time box, for example) and/or in the subsequent, constituent development process. The Customer accepts the risk that the Software may not necessarily meet all Specifications.

22.2. Debugged's performance obligations do not include maintaining the Software, and/or providing support to users of the Software. Any agreements concerning a service level (service level agreements) shall only be expressly agreed in writing.

23. Acceptance

If the Parties have not agreed an acceptance test, the Customer shall accept the Software in the state that it is in when delivered ('as is, where is'), therefore with all visible and invisible errors and defects, without prejudice to Debugged's obligations under the warranty set out in this Chapter II. In the aforementioned case, the Software shall be deemed to have been accepted by the Customer upon delivery or, if installation by Debugged has been agreed in writing, upon completion of installation.

24. Changes in the Software

Baring exceptions provided for by law, the Customer may not change all or part of the Software without the prior written permission of Debugged. Debugged is entitled to refuse or attach conditions to such permission. The Customer shall bear the entire risk of all changes that it makes or changes made by third parties on its instructions, whether or not with Debugged's permission.

25. Warranty provisions for Software

25.1. Debugged makes the Software available to the Customer with due care in accordance with the agreed Specifications.

25.2. Debugged shall strive to the best of its ability to fix errors within a

reasonable term if these errors are reported in writing in a detailed manner to Debugged within a period of 3 (three) months following delivery or, if an acceptance test was agreed, within 3 (three) months following acceptance. Debugged does not guarantee that the Software is suitable for actual use and/or the intended use. Debugged also does not guarantee that the Software will operate without interruption and/or that all errors will always be fixed. Fixing work shall be carried out free of charge (with due observance of the provisions in **article 25.7)** unless the Software was developed on the instructions of the Customer other than for a fixed price, in which case Debugged shall charge for the costs of fixing in accordance with its usual rates.

25.3. In these GTC, 'error' means substantial failure of the Software to meet the functional or technical specifications of the Software expressly made known by Debugged in writing and, if all or part of the Software concerns customised Software, to meet the Specifications. An error only applies if it can be demonstrated by the Customer and if it is reproducible. The Customer must report errors without delay. Any obligation of Debugged is limited to errors within the meaning of these GTC. Debugged does not have any obligation whatsoever with respect to other defects in or on the Software.

25.4. Debugged may charge for the costs of fixing in accordance with its usual rates if such work is required as a result of user errors or improper use on the part of the Customer, or as a result of causes that cannot be attributed to Debugged. The obligation to fix errors shall cease to apply if the Customer makes changes in the Software or has such changes made without Debugged's written permission.

25.5. The fixing of errors shall take place in accordance with **article 26**.

25.6. Debugged is never obliged to recover data that has been corrupted or lost.

25.7. Debugged does not have any obligation to install Software updates that may be necessary due to the fixing of errors that Debugged was obliged to carry out in accordance with this **article 25**.

25.8. For the avoidance of doubts, Debugged's total liability due to an attributable failure in the performance of a warranty obligation as set out in this **article 25**, shall be limited to the provisions as set out in **article 12**.

26. Fixing error's

26.1. The Customer must report errors discovered in the Software in detail. Following receipt of the report, Debugged shall strive to the best of its ability to fix errors and/or implement improvements in later, new versions of the Software in accordance with its usual procedures. Depending on the urgency, the results shall be made available to the Customer in a manner and within a term determined by Debugged. Debugged is entitled to install temporary solutions, program bypasses or problem-avoiding limitations in the Software. The Customer shall itself install, organise, parameterise and tune the corrected Software or the new version of the Software made available, and, if necessary, modify the equipment and operating environment used.

26.2. Debugged's obligation to fix error's does not affect the Customer's own responsibility for managing the Software, including checking the settings and the way in which the results arising from operating the Software are used. The Customer shall itself install, organise, parameterise and tune the Software and support Software required and, if necessary, modify the equipment, other Software and support and operating environment used in this regard, and effect the interoperability that it desires.

27. Third-Party Software

27.1. If and insofar as Debugged makes third-party Software available to the Customer, the licence terms of the third parties concerned shall apply in the relationship between Debugged and the Customer with respect to the Software instead of the provisions of these GTC that differ from those licence terms, provided that the applicability of the licence terms of the third party concerned was reported to the Customer by Debugged in writing and, in addition, a copy of the applicable licence terms was made available to the Customer prior to the conclusion of the Agreement.

27.2. If and insofar as, for whatever reason, the terms of third parties referred to in this **article 27** are deemed not to apply or are declared inapplicable in the relationship between the Customer and Debugged, the provisions of these GTC shall apply in full.

CHAPTER III: PROVISION OF SERVICES

The provisions of this Chapter III Provision of Services shall apply in addition to the provisions of Chapter I General Provisions if Debugged provides Services. In case of any contradictions, the provisions of this Chapter II shall prevail. With regard to SaaS the provisions of Chapter IV SaaS shall apply in addition to this Chapter III.

28. Performance, warranty and liability

28.1. Debugged shall perform the Services with care to the best of its ability and, if applicable, in accordance with the procedures as set out in the Agreement. All Services shall be performed on the basis of an obligation to use best endeavours, unless and insofar as Debugged has expressly promised a result in the Agreement.

28.2. Debugged is not obliged to follow the Customer's instructions in the performance of its Services, particularly not if these instructions change or add to the scope of the agreed Services. If such instructions are followed, however, payment shall be made in accordance with **article 10** of these GTC.

28.3. For the avoidance of doubts, Debugged's total liability due to an attributable failure in the performance of a warranty obligation as set out in this **article 28** shall be limited to the provisions as set out in **article 12**.

29. Service level agreement

29.1. Any agreements concerning a service level (service level agreements) shall only be expressly agreed in writing.

30. Backups

30.1. If the Services include making backups of the Customer's data, Debugged shall make a complete backup of the Customer's data in its possession in accordance with the Agreement.

30.2. The Customer remains responsible for the fulfilment of all administrative and retention obligations that apply to it by law.

CHAPTER IV: SAAS

The provisions of this Chapter IV SaaS shall apply in addition to the provisions of Chapter I General Provisions and the provisions of Chapter III Provision of Services, if Debugged provides SaaS to the Customer. In case of any contradictions, the provisions of this Chapter IV shall prevail.

31. Provision, and availability of SaaS

31.1. Debugged shall make the SaaS available to the Customer for use for the duration as set out in the Agreement on the basis of a right for use as set out in **article 14.1.**

31.2. Debugged shall provide SaaS on the instructions of the Customer. Unless otherwise agreed in writing, the Customer is not allowed to allow third parties to make use of the SaaS.

31.3. With prior notice to the Customer, Debugged may continue to provide SaaS using a new or modified version of the Software. However, Debugged is not obliged to maintain, modify or add certain features or functionalities of the SaaS specifically for the Customer.

31.4. Debugged may temporarily put all or part of the SaaS out of operation for preventive, corrective or adaptive maintenance or other forms of service. Debugged shall not allow the period during which the Service is out of operation to last longer than necessary and shall ensure if possible that this period occurs outside office hours.

31.5. Debugged is never obliged to provide a physical carrier to the Customer that contains the Software provided to and held by the Customer in the context of the SaaS.

32. Payment

32.1. Payment will be made by Customer in accordance with Debugged's payment terms and, if applicable, those of any third party payment processor.

32.2. Any fees in relation to SaaS are payable in advance, irrevocable and non-refundable, except as set forth in the Agreement.

32.3. The Customer agrees to provide Debugged with complete and accurate billing and contact information. Where payment is made by credit card or bank account, or the Customer otherwise provides Debugged with credit card- or bank information, the Customer authorizes Debugged to bill such credit card or bank account at the time that the Customer orders the SaaS, as set forth on the Agreement and thereafter, on a monthly basis in advance of the relevant billing period.

32.4. If Customer believes that Debugged has billed the Customer incorrectly, the Customer must contact Debugged no later than 60 (sixty) days after the closing date on the 1st (first) billing statement in which the error or problem appeared, in order to receive an adjustment or credit.

33. Maintenance, updates and upgrades

33.1. The provisions of this **article 33** apply in the event the Parties did not enter into a separate service level agreement with regard to the SaaS.

33.2. Debugged and/or its hosting or telecommunications vendor(s) may perform maintenance. Debugged shall, where practicable, give Customer at least 5 (five) days' prior written notice of scheduled maintenance that is likely to affect the SaaS or is likely to have a material negative impact upon the SaaS.

33.3. Debugged will only install Software updates and/or upgrades of the SaaS which are generally made available to its other customers of the SaaS through the related SaaS, including patches and/or fixes, as they are made available at no charge during the term of the Agreement. In the event of an upgrade and/or an update, Debugged shall, where practicable, give Customer at least 5 (five) days' prior written notice of the application of such upgrade and/or update.

33.4. Debugged shall provide the services as set out in this **article 33** in accordance with the standards of skill and care reasonably expected from a service provider in the industry. However, Debugged does not warrant that these services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from the use thereof.

34.Specific warranty provisions for SaaS

34.1.Debugged does not guarantee that the Software made available and held in the context of the SaaS is free of errors and functions without interruption. Debugged shall make efforts to fix the errors in the Software referred to in **article 25** and **article 26** within a reasonable term if and insofar as the matter concerns Software developed by Debugged itself and the Customer has provided a detailed, written description of the defects concerned to Debugged. Debugged does not guarantee that defects in Software that it has not developed itself shall be fixed. Debugged is entitled to install temporary solutions, program bypasses or problem-avoiding limitations in the Software. If the Software was developed on the instructions of the Customer, Debugged may charge for the costs of fixing to the Customer in accordance with Debugged's usual rates.

34.2.Based on the information provided by Debugged concerning measures to prevent and limit the effects of malfunctions, defects in the SaaS, corruption or loss of data or other incidents, the Customer shall identify and list the risks to its organisation and take additional measures if necessary. Debugged shall provide assistance, at the Customer's request, to the extent reasonable and according to the financial and other conditions set by Debugged, with respect to further measures to be taken by the Customer. Debugged is never obliged to recover data that has been corrupted or lost.

34.3.Debugged does not guarantee that the Software made available and held in the context of the SaaS shall be adapted to changes in relevant legislation and regulations on time.

CHAPTER V: CONSULTANCY

The provisions of this Chapter V Consultancy shall apply in addition to the provisions of Chapter I General Provisions and the provisions of Chapter III Provision Services, if Debugged provides Services, under whatever name, in the field of consultancy to the Customer. In case of any contradictions, the provisions of this Chapter V shall prevail.

35.Performance of consultancy services

35.1.Debugged shall perform the consultancy services agreed with the Customer as set out in the Agreement.

35.2.Unless otherwise agreed in writing, Debugged shall not commit to an assignment completion time in advance.

35.3.The use that the Customer makes of a consultancy report issued by Debugged shall always be at the Customer's risk.

35.4.Without Debugged's prior written permission, the Customer may not disclose Debugged's way of working, methods and techniques and/or the content of Debugged's advice or reports to third parties. The Customer may not provide Debugged's advice or reports to a third party or otherwise make Debugged's advice or reports public.

36.Reporting

36.1.Debugged shall periodically inform the Customer, in the manner agreed in writing, about the performance of the work. The Customer shall inform Debugged in advance and in writing about circumstances of importance or circumstances that could be of importance to Debugged, such as the manner of reporting, the issues to be addressed, the Customer's prioritisation, the availability of resources and personnel of the Customer, and special facts or circumstances or facts or circum- stances of which Debugged is possibly unaware.

CHAPTER VI: HOSTING

General terms and conditions of sale of Debugged B.V., March 2020

The provisions of this Chapter VI Hosting shall apply in addition to the provisions of Chapter I General Provisions and the provisions of Chapter III Provision of Services, if Debugged provides Services, under whatever name, in the field of hosting and related services to the Customer. In case of any contradictions, the provisions of this Chapter VI shall prevail.

37.Performance of hosting services

37.1.Debugged shall perform the hosting services agreed with the Customer as set out in the Agreement.

37.2.If the Agreement's object is to make disk space of equipment available, the Customer shall not exceed the agreed disk space unless the Agreement expressly provides for the consequences of doing so. The Agreement shall include making disk space available on a server specifically reserved for the Customer only if this has been expressly agreed in writing. All use of disk space, data traffic and other loading of systems and infrastructure shall be limited to the maximums agreed between the Parties. If the agreed maximums are exceeded, Debugged shall charge an additional amount in accordance with its usual rates.

37.3.The Customer is responsible for the management, including checking the settings, and use of the hosting service, and the way in which the results of the service are used.

37.4.Debugged is not obliged to perform data conversion.

37.5.The Agreement's objects shall include the provision or making available of backup, contingency and recovery services only if this has been expressly agreed in writing.

37.6.Debugged may temporarily put all or part of the hosting service out of operation for preventive, corrective or adaptive maintenance. Debugged shall not allow the period during which the hosting service is out of operation to last longer than necessary and shall ensure if possible that this period occurs outside office hours, and, according to circumstances, have this period commence following consultation with the Customer.