General Terms and Conditions

Collabite B.V.

I GENERAL PROVISIONS

1. Applicability

1.1 The general terms and conditions apply to all offers and quotations originating from Collabite B.V. (hereinafter referred to as "Collabite"), as well as to all agreements (hereinafter "the Agreement") between the client and Collabite.

2. Basis for quotations

2.1 Collabite is in all cases bound only after it has accepted or confirmed an assignment or an agreement in writing (which also includes by e-mail).

3. Prices

3.1 Unless stated otherwise in writing, the prices quoted by Collabite are always exclusive of VAT.

3.2 Collabite is entitled to index its prices and rates annually in accordance with the Dutch CBS Services Price Index (DPI). Collabite is furthermore entitled to pass on price increases from third-party suppliers.

3.3 In situations other than those described in paragraph 2, Collabite is entitled to adjust its prices and rates, subject to a notice period of three months. If the client does not wish to agree to the adjustment, he is entitled to terminate the Agreement in writing within 30 days after notification of the adjustment, with effect from the date on which the new prices and/or rates would take effect.

3.3 If a supplier of Collabite implements a demonstrable price increase that is greater than two times (2x) the price index referred to in paragraph 2, Collabite is entitled to implement this price increase on the effective date of that price change.

3.4 In situations other than those described in paragraphs 2 and 3, Collabite is entitled to adjust its prices and rates, subject to a notice period of three months. If the client does not wish to agree to the adjustment, he is entitled to terminate the Agreement in writing within 30 days after notification of the adjustment, with effect from the date on which the new prices and/or rates would take effect.

3.5 Collabite bases the scope of its service provision on the number of users provided by the client or – if applicable – on the number of users resulting from automated inventory. The number of users is determined monthly. Any changes will be processed on the next invoice. The client is not entitled to scale down the number of users by more than 10% per month. The scope of the services purchased, and the components inextricably linked thereto such as workplace management hours, licences and service desk support, scales automatically with the number of users and will be billed accordingly by Collabite.

4. Payment terms

4.1 Unless otherwise agreed in writing, payments shall always be made within 14 days of the invoice date without deduction or set-off and without suspension due to an alleged or actual failure of Collabite.

4.2 If the client fails to pay within the agreed period, he shall be in default without any notice of default. From the due date, Collabite is entitled to charge the statutory commercial interest. In the event that timely payment is not made, Collabite is entitled to suspend the performance of the Agreement immediately.

4.3 In the event of late performance, the client is always obliged to reimburse Collabite for all reasonably incurred judicial and extrajudicial collection costs, which shall always include the costs of collection agencies, as well as the actual costs and fees of bailiffs and lawyers, even if these exceed the legal costs to be awarded in court. This is without prejudice to the other statutory and contractual rights of Collabite.

5. Time limits

5.1 Delivery periods and/or (completion) dates shall always be considered target dates and shall never be a firm deadline, unless expressly agreed otherwise.

5.2 In the event of late delivery or performance, the client must send a written notice to Collabite, setting a deadline for Collabite to still comply.

5.3 Only if this period is exceeded is the client entitled to dissolve the Agreement insofar as no delivery has yet taken place, without Collabite otherwise being liable for compensation in that case.

6. Confidentiality

6.1 The parties are obliged to maintain confidentiality regarding source code, technical data and/or documentation, as well as all other data (including the content of the Agreement) originating from the other party that are to be considered confidential.

6.2 The obligations contained in this article do not apply to Collabite if and to the extent that the provision of the relevant data is necessary pursuant to a statutory requirement or for the proper execution of the Agreement.

7. Intellectual property

7.1 The ownership of and all intellectual property rights relating to equipment, software, websites, data files, user documentation, reports, as well as preparatory material thereof, shall at all times remain with Collabite, respectively with its suppliers, unless expressly agreed otherwise in writing. Any right of use accruing to the Client is non--exclusive, non--transferable, non-pledgeable and non-sublicensable.

7.2 Collabite shall indemnify the client against any claim based on an alleged infringement of an intellectual or industrial property right with respect to products or services originating from Collabite, provided that the client:

- immediately notifies Collabite in writing of a claim, and
- leaves the handling of the case entirely to Collabite and provides all cooperation to this end, and
- does not make statements, make commitments, or acknowledge rights or facts without the prior written consent of Collabite.

The indemnification referred to in this paragraph does not apply to products and services originating from suppliers of Collabite.

7.3 If it is determined that the claim is well-founded, Collabite shall – at its option – ensure that the client obtains the right to continue using the products and/or services, or modify the products in such a way that they no longer infringe, or replace the products and/or services. If none of the aforementioned solutions are possible in the reasonable judgment of Collabite, the infringing products and/or services shall be withdrawn on terms to be agreed upon later.

7.4 The indemnification provided for in this article does not apply if the claim results from the use of the products in combination with other products and/or services that do not originate from Collabite.

7.5 In no event shall Collabite be held liable for further liability with respect to infringement of an intellectual or industrial property right than described in this article.

8. Warranty

8.1 Collabite does not warrant that the products and/or services are suitable for the intended use. Collabite neither guarantees that the products and/or services will operate without interruption and/or that all errors will always be corrected.

8.2 With regard to products and/or services originating from third-party suppliers, a warranty is given only to the extent that it is provided by the aforementioned suppliers. Collabite shall endeavour towards the client to ensure that justified claims by these third-party suppliers are honoured.

8.3 The client is aware that the operation of the products and the availability and quality of the services may be determined by the availability and quality of the connections to the internet and, in addition, by the other use that the client makes simultaneously of its internet connection.

8.4 Collabite does not guarantee that the products and/or services will be adapted in a timely manner to changes in relevant laws and regulations. Collabite is entitled to charge costs in order to adapt the product and/or service to changes in laws and regulations.

9. Third-party products and services

9.1 If and to the extent that Collabite supplies products and/or services of third parties to the client, the terms and conditions of those third parties shall apply with regard to those products and/or services, notwithstanding any provisions in these terms and conditions that deviate therefrom. The client accepts the referred third-party terms and conditions.

9.2 If and to the extent that the aforementioned third-party terms and conditions prove to be inapplicable or are declared inapplicable for any reason whatsoever in the relationship between the client and Collabite, these terms and conditions shall apply in full.

10. Complaints

10.1 The client is obliged to inspect the delivered products for visible defects and shortcomings upon receipt or immediately after installation, respectively. Complaints regarding this must be submitted in writing and with reasons to Collabite within seven days after delivery of the products, failing which the right to complain will be forfeited. Complaints regarding other defects must be made immediately after the Client has discovered them or ought reasonably to have discovered them.

10.2 In the event of justified complaints, Collabite is obliged to—at the option of Collabite—rectify errors within a reasonable period, or to replace the products within a reasonable period, or to refund the fee received for the relevant products.

10.3 In the event of defects affecting only a part of the entire assignment, there is no right to refuse the remaining agreed performances.

10.4 If the client's complaint relates to work performed by Collabite, the complaint must, under penalty of forfeiture of rights, be submitted within 30 days after the alleged shortcoming or within 30 days after the moment at which such shortcoming ought reasonably to have been discovered, after which the right to hold Collabite liable lapses.

11 Acceptance

11.1 If the parties have not agreed on an acceptance test, the client accepts the product and/or the service in the condition in which it is at the time of delivery ('as is').

11.2 The product and/or the service shall be deemed accepted between the parties if the parties have agreed on an acceptance test, after a successful completion of the acceptance test, or, if no acceptance test has been agreed upon, at the moment of commissioning of the product and/or the service.

12. Retention of title

12.1 Collabite reserves the title to all products delivered and to be delivered to the client until full payment, possibly increased by interest and costs, has been made.

12.2 As long as ownership of the delivered products has not passed to the client, he may not pledge these products to a third party or grant any other right thereto, and he must store these products carefully and as recognisable property of Collabite.

12.3 If the client fails to fulfil its payment obligations towards Collabite or Collabite has good reason to fear that it will fail to fulfil those obligations, Collabite is at all times entitled to repossess the products delivered under retention of title or to terminate licences.

13. Liability

13.1 The total liability of Collabite for an attributable failure to perform the Agreement or on any legal basis whatsoever, including expressly any failure to perform a warranty obligation agreed with the client, is limited to compensation for direct damage up to a maximum of the amount of the price agreed for that Agreement (excl. VAT). If the Agreement is primarily a long-term agreement with a term of more than one year, the price agreed for that Agreement shall be set at the total of the fees (excl. VAT) agreed for one year. In no event, however, shall the total liability of Collabite for direct damages, on any legal basis whatsoever, exceed € 500,000.

13.2 The total liability of Collabite for damage resulting from death, bodily injury or material damage to property shall never exceed € 1,250,000.

13.3 The liability of Collabite for indirect damage, consequential damage, lost profits, lost savings, diminished goodwill, damage due to business interruption, damage resulting from claims by customers of the client, damage related to the use of items, materials or third-party software prescribed by the client to Collabite, and damage related to the engagement of suppliers prescribed by the client to Collabite, is excluded. Liability of Collabite relating to the mutilation, destruction, or loss of data or documents is also excluded.

13.4 The exclusions and limitations of liability of Collabite described in articles 13.1 through 13.3 inclusive shall not affect the other exclusions and limitations of liability of Collabite described in these general terms and conditions.

13.5 The exclusions and limitations referred to in Articles 13.1 through 13.3 inclusive shall cease to apply if and to the extent that the damage is the result of intent or wilful recklessness on the part of the management of Collabite.

13.6 Any liability of Collabite is, subject to the limitations set out in Articles 13.1 through 13.5, always limited to the amount paid out in the relevant case under the insurance policy(ies) taken out by it. Collabite has adequate business, professional liability and cyber insurance.

13.7 Unless performance by Collabite is permanently impossible, the liability of Collabite for attributable failure to perform an Agreement shall arise only if the Client gives Collabite written notice of default without delay, setting a reasonable period for remedying the default, and Collabite continues to be in attributable default in the performance of its obligations even after that period. The notice of default must contain as complete and detailed a description of the shortcoming as possible, so that Collabite is given the opportunity to respond adequately.

13.8 The Client indemnifies Collabite against all third-party claims for product liability resulting from a defect in a product or system supplied by the Client to a third party and which included equipment, software, or other materials supplied by Collabite, unless and to the extent that the Client proves that the damage was caused by said equipment, software, or other materials.

13.9 The provisions of this article, as well as all other limitations and exclusions of liability mentioned in these general terms and conditions, also apply to the benefit of all (legal) persons that Collabite engages in the performance of the Agreement.

14. Force majeure

14.1 A failure in the service provision cannot be attributed to Collabite if it is not due to its fault, nor is it for its account pursuant to law, legal act, or generally accepted views. In the event of force majeure, the obligation of Collabite to comply with the Agreement shall cease to apply. Collabite is then not liable for compensation. The suspension applies for the duration of the force majeure.

14.2 Cases of force majeure may include, but are not limited to, force majeure affecting suppliers of Collabite, the failure of suppliers prescribed by the Client to Collabite to properly fulfil their obligations, shortcomings in performance by Collabite as a result of power outages, internet service failures, data network or telecommunication facilities, shortcomings in the network and/or services and/or products of a third party, war or terrorism, or as a result of any form of cybercrime.

15. Privacy

15.1 The responsibility for the data processed using a service of Collabite lies entirely with the Client. The Client warrants to Collabite that the content, use, and/or processing of the data are not unlawful and do not infringe upon any right of a third party. The Client indemnifies Collabite against any legal claim by a third party, on any grounds whatsoever, in connection with these data or the execution of the Agreement.

15.2 The Parties shall enter into a separate data processing agreement in the sense of Art. 28 GDPR.

16 Security

16.1 Collabite is ISO 27001 certified. Collabite shall take appropriate and proportionate technical, operational, and organisational security measures, as described in the Agreement. In implementing the technical and organisational security measures, Collabite has taken into account the state of the art and the costs of implementation, the extent to which it is exposed to risks, the size of its organisation, the likelihood of incidents occurring and their severity, including the consequences.

16.2 In the Client's opinion, taking into account the factors mentioned in Article 16.1, the described security measures provide an adequate level of security commensurate with the risk.

16.3 Collabite may make changes to the security measures taken if, in its opinion, this is necessary to continue providing an appropriate level of security. Collabite will record significant changes and will notify the Client of those changes where relevant.

16.4 The Client may request Collabite to take further security measures. Collabite is not obliged to implement changes to its security measures in response to such a request. Collabite may charge the Client for the costs associated with the changes implemented at the request of the Client. Only after the modified security measures desired by the Client have been agreed upon in writing by the Parties does Collabite have the obligation to actually implement these security measures.

17. Recruitment of personnel

17.1 Neither Party may employ personnel of the other Party during the term of the Agreement or within 1 year after termination of the Agreement, unless this is done with the consent of the other Party. Should either Party act in violation of this clause, that Party shall forfeit an immediately payable penalty to the other Party in the amount of € 50,000 per acquired employee.

18. Proof

18.1 The (electronic) records and log files of Collabite constitute full proof of the assertions of Collabite, without prejudice to the Client's right to provide counter-evidence.

19. Duration of the agreement

19.1 The Agreement is entered into for a fixed term or for an indefinite period.

19.2 An Agreement for a fixed term cannot be terminated prematurely. Unless one of the Parties has notified the other Party in writing at least three months before the end date that it does not wish to continue the Agreement, the Agreement shall be tacitly renewed for a period of 1 year each time.

19.3 If the Agreement has been entered into for an indefinite period, either Party is entitled to terminate the Agreement by registered letter to the other Party, observing a notice period of 3 months.

20 Exit

20.1 In the event of (a request for) termination of the Agreement, Collabite shall consult with the Client to coordinate the termination and make arrangements regarding any necessary transfer activities to be performed by Collabite. The Client may submit a request for transfer support up to one (1) month after termination of the Agreement. Collabite may be required by the Client to perform the aforementioned activities for a maximum of 6 (six) months after the termination date.

20.2 All work performed by Collabite under this article shall be charged on the basis of the agreed rates.

21. Transfer of rights and obligations

21.1 In the event of bankruptcy of Collabite or any other circumstance on the basis of which the continuity of the service provision to the client can no longer be guaranteed, the Agreement may be assumed by another entity within the Futureproof Group.

22. Dispute resolution and applicable law

22.1 Every Agreement between Collabite and the Client is governed by Dutch law, to the exclusion of the Vienna Sales Convention.

22.2 In the event of disputes relating to the Agreement concluded between the Parties or arising from agreements based thereon, the Parties shall first endeavour to resolve them by means of ICT mediation, in accordance with the ICT Mediation Regulations of the Foundation for the Settlement of Automation Disputes (SGOA), incorporated in The Hague, as they read on the commencement date of the ICT mediation.

22.3 As long as the ICT mediation has not been terminated, neither Party shall submit the dispute to a court or an arbitration panel, unless solely for the preservation of rights or the taking of necessary provisional measures.

22.4 The Parties mutually undertake to attend the first mediation meeting jointly. Thereafter, the Parties are free to terminate the ICT mediation at any time for any reason whatsoever.

22.5 If it has proven impossible to resolve a dispute as referred to above by means of ICT mediation, or if the ICT mediation has ended, then that dispute shall be settled by arbitration in accordance with the arbitration rules of the Foundation for the Settlement of Automation Disputes (SGOA), as they read on the date of application by the most diligent Party for the arbitration.

II SERVICE PROVISION

1. Applicability

1.1 These service provision terms apply, in addition to the general provisions included in Part I, if Collabite provides services such as installation, implementation, support, training, project management, consultancy, secondment, etc. In the event of any conflict, these service provision terms shall prevail.

2. Execution

2.1 Collabite shall endeavour to perform the services to the best of its knowledge and ability and in a professional and careful manner. All services of Collabite are performed on the basis of a best-efforts obligation, unless and to the extent that Collabite has expressly committed to a result in the written Agreement and the relevant result is also described with sufficient specificity in the Agreement.

3. Changes and additional work

3.1 If Collabite has performed work that falls outside the content or scope of the agreed services, such work or services shall be reimbursed by the Client to Collabite in accordance with the agreed rates of Collabite.

3.2 If it has been expressly agreed that certain services may be scaled up and/or down, scaling down is permitted up to a maximum of 10% per month. Upscaling and/or downscaling can only be indicated at the end of the calendar month, subject to a notice period of one month.

4. Consultants

4.1 Collabite will, where appropriate, make consultants available for the performance of the services as agreed between Collabite and the Client.

4.2 Collabite is authorised, after consultation with the Client, to replace the persons involved in the project with one or more other persons with the same qualifications.

5. Service Level Agreement

5.1 Any arrangements regarding a service level (Service Level Agreement) shall only be valid if expressly agreed in writing. The client shall at all times promptly inform Collabite of all circumstances that affect or may affect the service level and its availability.

5.2 If agreements regarding a service level have been made, the availability of software, systems and related services shall always be measured in such a way that downtime announced in advance by Collabite due to preventive, corrective or adaptive maintenance or other forms of service, as well as circumstances beyond the control of Collabite, are disregarded. Subject to evidence to the contrary provided by the client, the availability measured by Collabite shall serve as conclusive evidence.

6. Back-up

6.1 If the service provision to the client under the Agreement includes the creation of back-ups of the client's data, Collabite shall, with due observance of the periods agreed in writing and any other instructions, create a back-up of the client's data in its possession.

6.2 The client remains responsible for compliance with all statutory administrative and retention obligations applicable to it.

III SOFTWARE

1. Applicability

1.1 The provisions in this chapter apply, in addition to the general provisions included in Part I and the service provision conditions as set out in Part II, if Collabite makes software available to the client, of which Collabite has the ownership and/or intellectual property rights.

2. Right of use

2.1· Collabite grants the client a non-exclusive and non-transferable right to use the software. The client is not permitted to grant sub-licences to third parties or to provide copies of the software to third parties in any form whatsoever, even if the relevant third party uses the software exclusively for the benefit of the client. The client shall at all times strictly comply with the usage restrictions agreed between the parties. Without prejudice to anything otherwise provided in these general terms and conditions, the client's right of use comprises exclusively the right to load and execute the software.

2.2 The client is not permitted to make changes to the software, save with the prior written consent of Collabite.

3 SAAS

3.1 Collabite may offer certain software as a SaaS solution.

3.2 Collabite may make changes to the content of software offered as a SaaS service.

3.3 Collabite may continue the performance of the SaaS service using a new or modified version of the software. Collabite is not obliged to maintain, modify or add specific features or functionalities of the service or software specifically for the client.

3.4 Unless otherwise agreed in writing, the client is responsible for the use of the service and the manner in which the results of the SaaS service are deployed.

3.5 Collabite is not responsible for the acquisition and/or proper functioning of the infrastructure of the client or that of third parties. Collabite is furthermore not responsible for the availability of sufficient internet bandwidth.

3.6 Collabite does not guarantee that the software to be made available within the framework of the SaaS service is error-free and functions without interruptions.

3.7 Collabite does not guarantee that the software to be kept available within the framework of the SaaS service will be adapted in a timely manner to changes in relevant laws and regulations.

IV DEVELOPMENT AND/OR CONFIGURATION OF SOFTWARE AND WEBSITES

1. Applicability

1.1 The provisions in this chapter apply, in addition to the general provisions in Part I and the service provision conditions in Part II, if Collabite designs and/or develops software and/or websites for the client.

2. Specifications and development of software/website

2.1 The parties shall consult with each other in good faith regarding the specifications and the working method for the production or the design of the software to be designed, developed and/or configured for the client.

2.2 Collabite is entitled to require that the client agrees in writing, fully and unconditionally and in advance, to the specifications or the design, failing which Collabite shall be entitled to suspend its activities.

2.3 Collabite shall design, develop and/or configure the software to the best of its ability, taking into account the specifications or the design of the software or, where applicable, the working method, project organisation, methods, techniques, arrangements and/or procedures agreed in writing with the client.

2.4 Unless the parties have agreed otherwise in writing, Collabite is not obliged to make available to the client the auxiliary software and/or a so-called 'content management system' required for the use, maintenance and management of the software.

V GENERAL TERMS AND CONDITIONS FOR MAINTENANCE AND SUPPORT

1. Applicability

1.1 The general provisions as included in Part I and the service provision conditions as included in Part II apply additionally to these maintenance general terms and conditions, except insofar as these maintenance general terms and conditions do not deviate therefrom.

2. Maintenance services and support

2.1 Collabite shall perform only the management and maintenance of the software specified in the Agreement. The maintenance obligation includes answering questions asked by the client regarding the use of the software and correcting errors in the software, insofar as possible and in accordance with this article. 'Error' is defined as failure to comply with the functional and/or technical specifications communicated in writing by Collabite and/or the third-party supplier. An error exists only if it can be demonstrated and reproduced.

2.2 Unless expressly agreed otherwise in writing, Collabite is not obliged to perform data conversion. The maintenance obligation includes making new versions of the software available only if this has been agreed in writing.

2.3 The client shall report in detail to Collabite the errors found in the software.

2.4 If Collabite itself can and is permitted to correct the errors, the results shall be made available to the client in the manner and within the timeframe to be determined by Collabite. Collabite will, upon receipt of the report, endeavour to the best of its ability, in accordance with its usual procedures, to have errors corrected and/or improvements made in subsequent new versions of the software. In other cases, the procedures of third-party suppliers or rights holders of the software apply.

2.5 If Collabite performs the management or maintenance online, the client shall ensure in a timely manner that it has a suitable infrastructure and telecommunication facilities available for this purpose.

2.6 The client shall in good time provide all cooperation requested by Collabite for the management or maintenance, including the temporary cessation of the use of the software by the client and the making of a back-up of all data.

2.7 If the management and maintenance relate to software not supplied or made available to the client by Collabite itself, the client shall, if Collabite deems this useful, necessary or desirable for the management and maintenance, make the source code and the technical (development) documentation of such software (including data models, designs, change-logs etc.) available to Collabite free of charge. The client warrants that it is entitled to make such provision available and that third-party rights do not oppose it. The client grants Collabite the right to use and modify the software, including the source code and technical (development) documentation, in the context of performing the agreed management and maintenance. The client indemnifies Collabite against all third-party claims relating to such provision and use by Collabite.

2.8 The management and maintenance by Collabite do not affect the client's own responsibility for the management of the software, including verification of the settings, the use of the software and the manner in which the results of the use of the software are deployed.

2.9 Maintenance of the software does not include the repair of errors, defects or imperfections resulting from or related to:

a) user errors or improper use of the software, including errors in data entry or in the data itself;

b) modification of the software other than by or on behalf of Collabite;
c) use of the software in violation of the applicable terms and conditions or in violation of the instructions in the user documentation;
d) changes in or errors, defects or imperfections in equipment or other software other than that which falls under the maintenance of Collabite;
e) the failure of the client to have the software maintained in a timely manner;
f) the use of old versions of the software no longer maintained by Collabite;
g) recovery of corrupted or lost data;
h) other causes not attributable to Collabite.

3. "Multivendor" problems

3.1. Collabite shall, at the request of the client, provide its unconditional cooperation in resolving problems where equipment or software from other suppliers may also be involved. If it is established that the problems are attributable to the third-party supplier, Collabite will perform these activities based on the agreed rates.

VI HOSTING

1. Applicability

1.1 The provisions included in this chapter apply, in addition to the general provisions of Part I and the service provision conditions of Part II, if Collabite provides services, under any name whatsoever, in the field of 'hosting' and related services.

2. Hosting services

2.1 If the Agreement concerns the provision of disk space on equipment, the client shall not exceed the agreed disk space, unless the Agreement expressly regulates the consequences thereof. The Agreement entails the provision of disk space on a server reserved exclusively and specifically for the client only if this has been expressly agreed in writing. All usage of disk space, data traffic and other load on systems and infrastructure is limited to the maximums agreed between the parties. For exceeding the agreed maximums, Collabite will charge an additional fee in accordance with the applicable rates.

2.2 The client is responsible for management, including checking the settings, the use of the hosting service and the manner in which the results of the service are utilised. In the absence of express agreements to that effect, the client shall itself install, configure, parameterise and tune the (support) software and, if necessary, adapt the equipment, other software and operating environment used in connection therewith, and achieve the interoperability desired by the client. Collabite is not required to perform data conversion.

2.3 Only if this has been expressly agreed in writing, does the Agreement also cover the provision or making available of back-up, failover and recovery services.

2.4 Collabite may temporarily disable the hosting service, in whole or in part, for preventive, corrective or adaptive maintenance. Collabite shall not allow the decommissioning to last longer than necessary, shall schedule it outside office hours if possible and, depending on the circumstances, commence it after consultation with the client.

2.5 Collabite may make changes to the content or scope of the services. If such changes result in a change to the procedures applicable at the client, Collabite shall inform the client thereof as soon as reasonably possible.

2.6 The client shall adequately secure its own systems and infrastructure and have adequate anti-virus software in operation at all times. Collabite will provide security only if this has been expressly agreed in writing. The level of security must be agreed upon in writing.

2.7 Collabite shall, at or after the end of the Agreement, cooperate in transferring the software to another hosting service provider at the agreed rates.

3 Digital Services Act, rules of conduct and measures

3.1 Collabite complies with the measures included in the Digital Services Act ("DSA"). Users of the client are responsible for the content they upload, share or otherwise make available on the services of Collabite.

3.2 It is not permitted to share illegal content. Illegal content is understood to include, but is not limited to: hate speech, infringement of intellectual property rights, personal data shared without consent and fake reviews.
All illegal content may be removed and accounts may be suspended or terminated at the initiative of Collabite.

3.3 The presence of specific information and/or content on the services of Collabite that is considered illegal content can be reported via security@collabite.nl or the contact form on the website.

3.4 As soon as Collabite has received a notification, it will send an acknowledgement of receipt without undue delay to the person who posted the illegal content. Collabite is not required to conduct a detailed legal investigation into the facts of the report, but must perform an assessment at the level expected of a diligent hosting provider.

3.5 Collabite may recover from the client the damage resulting from violations of the rules of conduct as formulated in paragraph 2 by users of the client. The client indemnifies Collabite against (i) claims from third parties regarding any content or material located on the network or systems of Collabite; (ii) any violation of applicable laws or regulations; and (iii) any violation of the rules of conduct as set out in paragraph 2 by the user.

VIII PURCHASE OF EQUIPMENT

1. Applicability

1.1 The general provisions as set out in Part I apply additionally to the Agreement for the supply of equipment, to the extent that these general terms and conditions do not deviate therefrom.

2. Delivery and installation

2.1 The risk of loss, theft and damage to the equipment passes to the client upon delivery to the client. If a carrier is used for delivery, whether or not at the request or instruction of the client, the risk of loss, theft and damage to the equipment shall, however, pass to the client at the moment the equipment is handed over to the carrier.

2.2 If agreed in writing, Collabite will install the equipment.

2.3 The client shall make available a suitable installation site with all necessary facilities, such as cabling and telecommunication facilities, prior to delivery of the equipment. A suitable installation site is also understood to mean an environment that meets the requirements specified by the supplier, where applicable (regarding temperature, humidity, technical environmental requirements, etc.). Collabite will, if requested, submit a quotation to the client for the construction of these necessary facilities.

2.4 The client shall grant Collabite access to the installation site for the execution of the necessary work during the normal working hours of Collabite. Any obligation of Collabite to install equipment does not include an obligation to install software or perform data conversion.

IX MAINTENANCE OF EQUIPMENT

1. Applicability

1.1 The provisions in this chapter apply, in addition to the general provisions in Part I and the service provision conditions in Part II, if Collabite maintains equipment.

2. Maintenance services

2.1 Collabite shall perform maintenance on the equipment mentioned in the Agreement.

2.2 The content and scope of the maintenance services to be performed and any associated service levels shall be laid down in a written agreement.

2.3 The client shall notify Collabite immediately after a malfunction of the equipment occurs, by means of a detailed description. In these general terms and conditions, 'malfunction' is understood to mean the failure of the equipment, or failure without interruption, to comply with the specifications expressly communicated in writing by Collabite and/or the supplier. A malfunction exists only if the client can demonstrate this malfunction and the relevant malfunction can, moreover, be reproduced.

2.4 The client shall provide all cooperation requested by Collabite for the maintenance, such as the temporary cessation of the use of the equipment. The client is obliged to grant access to the location of the equipment to the personnel of Collabite or third parties designated by Collabite, to provide all other necessary cooperation and to make the equipment available to Collabite for maintenance purposes.

2.5 Before offering the equipment to Collabite for maintenance, the client shall ensure that a complete and properly functioning back-up copy has been made of all software and data recorded in or on the equipment.

3. Exclusions

3.1 Activities related to the investigation or repair of malfunctions resulting from or related to user errors, improper use of the equipment or external causes, such as defects in the internet, data network connections, power supplies or connections with equipment, software or materials not covered by the maintenance agreement, do not constitute obligations of Collabite under the maintenance agreement.

3.2 Furthermore, the maintenance obligations of Collabite do not include:
- the investigation or repair of malfunctions resulting from or related to modification of the equipment other than by or on behalf of Collabite;
- the use of the equipment in violation of the applicable terms and conditions and the failure of the client to have the equipment maintained in a timely manner.

3.3 The maintenance obligations of Collabite also do not include the investigation or repair of malfunctions related to software installed on the equipment.

X ACCESS TO INTERNET

1. Applicability

1.1 The provisions included in this chapter 'Access to the Internet' apply, in addition to the general provisions in Part I, if Collabite grants the client access to the internet.

2. Description and terms and conditions of internet services

2.1 Collabite shall, unless otherwise agreed in writing, endeavour to the best of its ability to establish connections to the internet via the system of Collabite, including making the software hosted by Collabite available. Collabite is not responsible for the infrastructure of the client or that of third parties.

2.2 Collabite shall provide the client with access to the internet from the location or point agreed upon in writing by the parties.

2.3 The client must have facilities suitable for access to the internet, such as suitable equipment and software.
2.4 Collabite provides no guarantees regarding the actual bandwidth made available by Collabite. Collabite neither guarantees that the client will always have uninterrupted and unlimited access to the internet.
2.5 Collabite is at all times entitled to impose reasonable limitations on the transmission speeds and volumes of data traffic of the client. Collabite is also entitled at all times to modify the content and scope of the agreed internet access if it reasonably deems this desirable for technical reasons.
2.6 Collabite will make available to the client codes and information regarding the settings required to establish internet access from the client's (computer) system. The client is responsible for the correct entry of these codes and settings into its (computer) system.
2.7 The delivery time of an internet connection may, among other things, depend on the provision by third parties of a connection from the local exchange to the connection address or other necessary cooperation by that third party. Delay in the delivery of a Collabite internet connection resulting from delays or long delivery times on the part of that third party shall not fall under the responsibility of Collabite.
2.8 If the Agreement also covers the remedying of disruptions in internet access, the client may report a disruption to Collabite in writing in the manner determined by Collabite. In that case, Collabite will endeavour to resolve the malfunction in accordance with what the parties have agreed in writing. If Collabite is of the opinion that the cooperation of the client is necessary or desirable, the client shall, at the request of Collabite, provide all cooperation deemed useful, necessary or desirable by Collabite.
2.9 The client is responsible for the use of the internet access granted by Collabite and the manner in which the results thereof are utilised.

3. Use of internet service

3.1 The client is responsible for possessing and ensuring the proper functioning of all software, (peripheral) equipment and connection to a telecommunications network required for access to the service.
3.2 The client is obliged to follow reasonable instructions from Collabite regarding the use of the internet service. Collabite is in no event liable for damage resulting from incorrect installation caused by acts or omissions contrary to the user manual. The client is liable for the consequences of any (un)authorised use by third parties.
3.3 The client is aware that Collabite cannot reasonably provide full protection against the security risks associated with a connection to the internet and that these risks are higher in the event of a permanent connection to the internet. If the client wishes to reduce or eliminate these risks, the client must set up a firewall at its own expense and risk.
3.4 Collabite is at all times entitled to disable access to the internet, in whole or in part, in the context of maintenance work. It shall allow such downtime to occur, as far as reasonably possible, outside office hours and for as short a time as reasonably possible and, if reasonably possible, shall announce it in advance.

XI TELEPHONY

1. Applicability

1.1 The provisions included in this chapter 'Telephony' apply, in addition to the general provisions in Part I, if Collabite grants telephony services to the client.

2. Telephony service

2.1 Only if expressly agreed in writing, will Collabite make one or more telephone numbers available to the client, unless a telephone number already in use by the client is designated by Collabite as a usable number.
2.2 If the client already has one or more telephone numbers available, the client may submit a request for number portability in the manner customary at Collabite. Collabite may in any event refuse that request if it appears that the agreement with the other provider of telecommunication services cannot be terminated or if that provider does not cooperate with the number portability. Collabite may charge a fee for number portability.
2.3 If a number change is necessary as a result of laws or regulations or for other reasons, Collabite is entitled to change or withdraw telephone numbers. Collabite shall notify the client of a number change in advance, unless this is reasonably impossible or undesirable.
2.4 If the client fails to comply with the Agreement, disrupts the network and/or telecommunications traffic, uses the telephone service not in accordance with applicable laws and regulations, or if third parties experience nuisance as a result of the manner in which the client uses the service, Collabite is entitled to disable one or more connections, whether temporarily or not, in whole or in part. The client remains liable for the agreed fee during the period of decommissioning.
2.5 Collabite is additionally entitled at all times to temporarily disable connections, in whole or in part, in the context of maintenance. Collabite shall notify the client in advance of any decommissioning, unless this is reasonably impossible or undesirable. Collabite shall limit the duration of the decommissioning to the extent reasonably possible.
2.6 Collabite may attach conditions to the resumption of making connections available for use, other than in the context of maintenance, including the payment of a fee for reconnection.
2.7 Collabite is entitled to exchange number information with third parties for the settlement of telecommunications traffic.
2.8 The client acknowledges that the provision of telephony services may be negatively affected or may be temporarily or wholly unavailable due to physical factors (buildings, tunnels and the like) or due to atmospheric conditions, disruptions in the internet connection and problems with the software used by Collabite and/or the client. Collabite shall never be liable for any damage or costs suffered as a result.

XII ARTIFICIAL INTELLIGENCE

1. Applicability

1.1 The General Terms and Conditions for Artificial Intelligence apply, in addition to the provisions in Part I and the service provision provisions as included in Part II, if Collabite supplies an AI system or application.

2. Use of the AI system

2.1 The client is responsible for testing and approving the AI system and will only use the AI system, or have it used, for the specific purpose for which the AI system was developed.
2.2 The client shall not use (or have used) the AI system in violation of the law, public order, good morals or generally accepted standards of decency.
2.3 Given the nature of AI-generated results, it is the responsibility of the client to carefully verify whether the results generated by the AI system infringe upon the rights of third parties before the client actually uses them.
2.4 The client is solely responsible for the expertise of the persons using the AI system and the results generated by the AI system. To this end, the client shall engage only persons who possess adequate technical knowledge, experience, education and training regarding (the use of) AI systems and who have knowledge of the context in which the AI systems will be used and the persons or groups of persons on whom the AI systems will be used.
2.5 The client is solely responsible, based on the documentation and user instructions provided by Collabite, for assessing whether, and to what extent, human intervention is necessary for the use of the AI system and/or the results generated by the AI system.

3. Training the AI system

3.1 The client makes the agreed training data available to Collabite for use during the term of the Agreement on the basis of a user licence. The client guarantees that it is entitled to grant this right of use to Collabite.
3.2 The client warrants that no third-party rights oppose the provision of the training data to Collabite and that the training data are suitable for training the AI system. The client indemnifies Collabite against any claim by a third party based on the assertion that such provision by the client and use by Collabite is in violation of any right of a third party.
3.3 The client guarantees that the training data do not contain personal data. If the training data nevertheless contain personal data, the client guarantees that the personal data have been processed lawfully.

4. Indemnification

4.1 The client indemnifies Collabite against any legal claim by third parties, on whatever grounds, in connection with the use of the AI system. This explicitly also includes any legal claim arising from the results generated by the AI system.

5. Intellectual property

5.1 Collabite makes the agreed AI system available to the client for use during the term of the Agreement on the basis of a user licence. The right to use the AI system is non-exclusive, non-transferable, non-pledgeable and non-sublicensable.
5.2 The parties agree that no intellectual property rights, in the broadest sense of the word, accrue to the results generated by the AI system. Should any intellectual property right nevertheless arise—in deviation from this principle—with respect to the results generated by the AI system, such right shall at all times belong to Collabite, and the client shall obtain only a licence to use the relevant result, provided that the client acknowledges and agrees that the nature of results generated by an AI system implies that similar results may be generated and used by other parties and that the client therefore cannot claim exclusivity with respect to any result generated by the AI system.