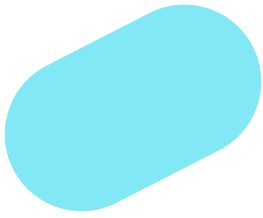


# **Awareways General terms and conditions**





# General Terms and Conditions

## Chapter 1 – General

### Article 1. Definitions

- 1.1 Awareways: Awareways located at Euclideslaan 141 in Utrecht and registered with the Chamber of Commerce under number 56432267.
- 1.2 Client: the party using the Service pursuant to a license.
- 1.3 General Training: a Training provided at the initiative of Awareways intended for multiple Parties.
- 1.4 General Terms and Conditions: these general terms and conditions.
- 1.5 Annex: an annex as attached to and part of the Agreement.
- 1.6 Content: the (visual) content that Client has provided for the Service and to which Client holds the rights.
- 1.7 Service: all services offered by Awareways which are the subject of a Quotation, Agreement or other legal act between Awareways and Client.
- 1.8 User: A natural person working in Client's organisation, who according to the Agreement or the General Terms and Conditions has the right to access and use (parts of) Services.
- 1.9 Internal Training: a Training provided at the request of, at the location of and aimed at persons assembled by Client.
- 1.10 Licenses: the permission to use the Software for a fixed period of time, without obtaining any ownership rights to such.
- 1.11 Quotation: the Quotation that Awareways has prepared, indicating what the Contract to be performed consists of, as well as what compensation Client owes for this.
- 1.12 Contract: the service agreed by Awareways and Client, which may consist of the delivery of various Services, Online Products, Software and the provision of various Trainings.
- 1.13 Agreement: the Contract Agreement, as agreed between Awareways and Client.
- 1.14 Parties: Awareways and Client.
- 1.15 Online Products: The Services offered by Awareways consisting of making knowledge and content available to Client remotely.
- 1.16 Software: The software developed by (licensors of) Awareways.
- 1.17 Training: a training, e-learning, workshop, education, lecture provided by or offered by Awareways.
- 1.18 Learning platform: the web-based learning platform offered by Awareways with modules on information security and privacy.

## Article 2. Applicability

1. These General Terms and Conditions apply to all legal relationships between Awareways and Client to which Awareways has declared these General Terms and Conditions applicable and insofar as these have been expressly accepted by Client. Insofar as Client does not accept these conditions, this must be confirmed in writing in the Agreement between the parties.
2. If provisions of the Agreement are in conflict with each other, the following order of precedence applies (from high to low):
  1. written agreements made after the conclusion of the Agreement;
  2. processing agreement;
  3. these General Terms and Conditions.
  4. the Client's procurement terms and conditions.

## Article 3. Establishment of agreement

1. A Quotation does not obligate Client to anything
2. A Quotation from Awareways is valid for 30 days, unless otherwise specified.
3. An Agreement is established at the time the Quotation signed by Client has been received by Awareways. Awareways is free to prove that the Agreement was established in any other way.
4. If the acceptance (on matters of minor importance) deviates from the offer included in the Quotation, Awareways will not be bound by this. In that case, the Agreement will not be established in accordance with this deviating acceptance, unless Awareways indicates otherwise.
5. A compound Quotation does not oblige Awareways to perform a part thereof for a corresponding part of the stated price.
6. Quotations do not automatically apply to future contracts.

## Article 4. Amendment of the agreement

1. If, during the performance of the Agreement, it becomes apparent that proper performance requires amendments or additions to the work to be performed, the Parties will amend the Agreement accordingly in a timely manner and in mutual consultation.
2. If the amendment or addition to the Agreement will have financial and/or qualitative consequences and/or consequences for the time of completion, Awareways will inform Client thereof in advance.
3. By way of derogation from paragraph 2, Awareways will not be able to charge any additional costs if the amendment or addition is the result of circumstances attributable to Awareways.
4. Awareways may only perform more work and charge Client additional costs as stated in the Agreement, if Client has granted permission for this in advance, unless this work falls within the duty of care of Awareways.

## Article 5. Performance of the Agreement

1. Awareways will perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this based on the current state of the art. However, Awareways cannot be responsible for achieving any intended result.
2. Awareways determines the manner in which and by which person the Agreement is performed, but in doing so takes into account the wishes expressed by Client as much as possible. If and insofar as a proper performance of the Contract requires this, Awareways has the right to have certain work performed by third parties. Any associated (additional) costs are to be borne by Client.
3. Client will ensure that all data and documents which Awareways indicates are necessary for the correct performance of the Agreement or which Client should reasonably understand are necessary for this, are provided to Awareways in the desired form and manner in a timely way.

4. Client guarantees the accuracy, completeness and reliability of the data and documents provided to Awareways, even if these originate from third parties.
5. Awareways is not liable for damage, of any nature whatsoever, because Awareways assumed the incorrect and/or incomplete data provided by Client, unless this inaccuracy or incompleteness should have been known to Awareways.
6. If the information required for the performance of the Agreement has not been provided to Awareways, or not in a timely manner or improperly, Awareways has the right to suspend the performance of the Agreement and/or to charge Client the extra costs and extra compensation resulting from the delay in the performance of the Agreement at the usual rates.
7. Awareways is not liable for any damages, of any kind, caused by relying on incorrect and/or incomplete information provided by the Client, unless the inaccuracy or incompleteness should have been known to Awareways. If the information required for the execution of the Agreement is not provided, not provided on time, or not properly provided to Awareways, Awareways has the right to suspend the execution of the Agreement and/or charge the Client for the additional costs and compensation resulting from delays in the execution of the Agreement at the standard rates.

## Article 6. Contract term and performance period

The Agreement between Awareways and the Client is entered into for the duration as stated in the Quotation.

Unless otherwise agreed, Licenses have a runtime of twelve (12) months. The term of Licenses can be tacitly extended for the same period. The effective date is the moment of signing the Quotation, unless otherwise indicated.

- The term of the Agreement shall not commence until after Awareways has received the signed Quotation in return.
- Quoted hours are part of the specific signed Quotation, they expire upon expiration of the Agreement. Remaining hours expire and cannot be carried over to new agreements or upon extension of the Agreement.
- If Client owes an advance payment or must provide the information and/or materials necessary for the performance, then the period within which the work must be completed does not start until after the advance payment has been received in full or the information and/or materials have been provided and
- If it has been agreed that the Agreement will be performed in phases, Awareways may suspend the performance of those parts that belong to a next phase until Client has approved the results of the preceding phase in writing.
- If a deadline has been agreed within the term of the Agreement for the completion of certain work, then this will never be a hard deadline. therefore, in the event of exceeding the performance period, Client must send Awareways a written notice of default.

## Article 7. Fee

1. The prices in the Quotations are exclusive of VAT and other government levies, as well as any costs to be incurred in the context of the Agreement, including disbursements, shipping and administration costs, unless otherwise indicated.
2. The prices of Licenses are charged by Awareways to Client in advance on an annual basis.
3. The cost of the Licenses is based on the number of Users the Training is provided to. If Client uses more than is permitted based on the Agreement, Awareways has the right to charge an additional amount afterwards in accordance with the usual rates of Awareways. A margin of +/- five percent (5%) of Users applies in this regard.
4. A part of at least 50% of the agreed fee will be charged to Client at the start of the Agreement, unless otherwise agreed.
5. If no fixed fee is agreed, the fee will be determined based on actual time spent and the hourly rate of Awareways.

6. If, after the establishment of the Agreement, but before the Agreement has been fully performed, wages and/or prices undergo a change, Awareways is entitled to adjust the fee or the hourly rate.
7. Awareways is entitled to index the prices used in this Agreement annually, during the month of January, based on the consumer price index of the Dutch Central Bureau of Statistics, without the possibility for Client to cancel the Agreement.
8. The Client is entitled to dissolve the Agreement if the fee or hourly rate is increased within three months of the commencement of the Agreement. After expiry of this period, the Client is entitled to dissolve the Agreement if the increase is more than 10%. Client is not entitled to dissolve if the increase in the fee or hourly rate results from a power under the law.

## Article 8. Payment

1. Awareways will send an electronic invoice to Client for the amount owed by Client. Client agrees to electronic invoicing.
2. Payment of the invoice sent by Awareways must take place within 30 days after the invoice date, without deduction, discount or offsetting. Objections to the amount of the invoice, or complaints within the meaning of Article 10, do not suspend the payment obligation of Client.
3. In the event of liquidation, bankruptcy, attachment, suspension of payment or debt restructuring of Client, all that Client owes Awareways is immediately due and payable as well.
4. Awareways is always authorised to request an advance for the payment of its work, disbursements and/or costs.
5. Awareways has the right to have the payments made by Client to be first deducted from the costs, then deducted from the interest that has become due and finally deducted from the principal amount and the current interest.
6. Awareways may, without being in default, refuse an offer to pay if Client designates a different order of allocation.
7. Awareways may refuse full repayment of the principal amount, if the outstanding and current interest as well as the costs are not also paid.
8. In the event of a jointly issued Contract, Clients, insofar as the work has been performed for the joint Clients, are jointly and severally bound for the payment of the amounts owed.

## Article 9. Interest and collection costs

1. If Client, after the expiration of the first payment term as stated in Article 8(2) has not or not fully complied with the payment obligation, Client will owe the statutory commercial interest from the first day after the expiration of the payment term, without further notice being required.
2. If Client, after the expiration of the deadline, has not or not fully fulfilled its payment obligations, Awareways will be able to file a legal claim against Client. All judicial and/or enforcement costs that Awareways has had to incur as a result of the non-compliance by Client, will then also be borne by Client.

## Article 10. Complaints

1. Complaints about the work performed or about an invoice must be reported by Client to Awareways in writing within 8 days after discovery, but no later than within 30 days after completion of the respective work or within 30 days after the date of sending of the invoice. The complaint should include a description of the defect that is as detailed as possible so that Awareways is able to respond adequately.
2. In the event of a justified complaint, Awareways has the choice between adjusting the fee, improving or re-performing the agreed work free of charge or, if the latter is no longer possible or meaningful, no longer performing the Contract in whole or in part against a refund in proportion to a fee paid by Client.

3. If the performance of the agreed work is no longer possible or meaningful, Awareways will only be liable within the limits of Article 15.

## **Article 11. Termination and cancellation.**

1. Agreements with a previously agreed duration cannot be cancelled prematurely.
2. An open-ended Agreement may be terminated in writing at any time with due observance of a notice period of 3 months.
3. If the notice period is not or not fully observed by the Client, Awareways is entitled to compensation on account of the resulting loss of revenue over the (remaining) notice period, unless facts and circumstances underlying the termination are solely attributable to Awareways. The compensation may be based by Awareways on the parts of the quoted amount still to be paid. Furthermore, Principal shall then be obliged to pay the invoice for work performed up to that time. The provisional results of the work performed up to that time will therefore be made available to the Client subject to payment.
4. If Client cancels all or part of the Assignment after accepting it, Awareways shall be entitled to charge Client for the entire amount quoted.

## **12. Trainings (online or on site)**

1. If the Contract (also) serves to provide an (Internal) Training, online or on site, by Awareways, the additional conditions from this article apply to this.
2. In the event of an Internal Training on site, Client is responsible for providing the facilities required by Awareways for the Training (including in any case sufficient training space, computers, projectors, internet connection), as well as for the processing of the registrations. In a General Training, Awareways will take care of the necessary facilities for the relevant General Training.
3. In the event of an Internal Training, Client has the right to cancel or reschedule the Training up to 14 (fourteen) calendar days before the (first) date of the Training. Any cancellation or change fees for already booked facilities (including contractors, travel expenses incurred in advance or hotel stays for trainers) will be borne by Client.
4. In the case of a General Training, participation is by order of registration. Awareways will confirm the registration by email or refuse with statement of reasons. If a registration of Client reaches Awareways only after the maximum number of participants in the Training has been reached, Awareways will keep the registration and will yet still it in the event of another participant cancelling. Awareways will communicate this in a timely manner.
5. Awareways is permitted to change the content, location and dates/times of the General Training. Client will be informed of this no later than 2 (two) weeks before the start of the General Training.
6. Client has the right to cancel participation up to 5 (five) working days before the (first) date of the General Training. The participation fee will then be waived. In the event of cancellation within 5 (five) working days, the agreed price remains due. Client is entitled to register a replacement up to and including the (first) day of the General Training. This does not count as cancellation.

## **Article 13. Dissolution**

1. Awareways is authorised to dissolve the Agreement (or have it dissolved) if circumstances occur that are of such nature that compliance with the Agreement is impossible or cannot be demanded by reasonable and fair standards, or if circumstances occur that are of such nature that upholding the Agreement cannot reasonably be expected.
2. Each of the Parties may dissolve the Agreement in whole or in part without notice of default and without judicial intervention by registered letter with immediate effect if the other party - whether or not provisionally - is granted suspension of payments, the bankruptcy of the other party is filed for, the business of the other party is liquidated or terminated other than for the purpose of reconstruction, reorganisation or merger of companies. The Party thus terminating the agreement is never obligated to pay damages to the other party.

3. If Awareways has already performed services with regard to the termination of the Agreement as referred to in the previous paragraphs, these Services and the resulting payment obligations will not be subject to reversal, unless Awareways is in default with regard to those Services. Amounts that Client owes to Awareways as a result of the services received, regardless of whether Client has already been invoiced for this, remain fully owed and immediately due and payable at the time of the dissolution.

## Article 14. Liability

1. Awareways only accepts legal and contractual obligations to pay damages insofar as follows from this article.
2. Awareways is only liable towards Client (a) in the event of an attributable failure in the fulfilment of the Agreement and even then, only for replacement compensation, i.e. compensation of the value of the performance that did not take place, or (b) in the event of an unlawful act attributable to Awareways in which damage or bodily injury has been caused to persons.
3. Any liability of Awareways for any other form of damage is excluded, including additional compensation in any form whatsoever, as well as compensation for indirect damage or consequential damage or damage due to lost revenue or profit, damage due to delays, damage due to loss of data, damage due to exceeding deadlines as a result of changed circumstances, theft, loss or damage to goods during a Training and damage due to information or advice provided by Awareways, the contents of which are not expressly part of the Contract.
4. Awareways at all times has the right to prevent or reduce the damage suffered by Client to the extent possible.
5. The amount of any compensation owed that may be reimbursed by Awareways based on the previous paragraphs is capped at the amount that was paid by Client to Awareways for the work in connection with which the damage occurred.
6. In deviation of the provisions under 5. of this article, in the event of a Contract with a term longer than 6 months, the liability is further limited to the part of the agreed fee owed over the past 6 months.
7. The liability of Awareways due to an attributable failure in the fulfilment of an Agreement only arises if Client immediately and properly sends Awareways a notice of default in writing, setting a reasonable period to remedy the failure, and Awareways continues to attributable fail in the fulfilment of its obligations even after that period. The notice of default must contain a description of the defect that is as detailed as possible, so that Awareways is able to respond adequately.
8. Awareways has taken out cyber risk insurance which covers the liability with regard to continuity and information security incidents for Awareways.
9. The exclusion and limitation of liability as referred to in the previous paragraphs, does not apply if and insofar as the damage is the result of intent or deliberate recklessness of Awareways or its management.
10. Client will indemnify Awareways against all claims from third parties that are related to the performance of the Agreement.
11. The limitations of liability laid down in this provision are also negotiated for the benefit of third parties engaged by Awareways, who therefore have a direct appeal to these limitations of liability.

## Article 15. Indemnifications

1. Client will indemnify Awareways against claims of third parties with regard to intellectual property rights on content or data provided by Client, which is used in the performance of the Agreement.
2. Client will indemnify Awareways for claims of third parties due to damage caused by Client providing incorrect or incomplete information to Awareways.
3. Client will also indemnify Awareways against claims from third parties whereby Awareways is considered a co-perpetrator of Client.
4. Client will indemnify Awareways against any claims from third parties who suffer damage in connection with the performance of the Agreement and which is attributable to Client.

## Article 16. Force majeure

1. In case of force majeure, which in any case includes malfunctions or outages of the internet, telecommunications infrastructure, power failures, domestic unrest, mobilisation, war, transportation congestion, strikes, pickets, business outages, sickness on the part of Awareways or staff, supply stagnation, fire, flooding, import and export obstacles as a result of which performance of the Contract cannot reasonably be required of Awareways, the performance of the Contract will be suspended, or the Agreement will be terminated if the force majeure situation has lasted longer than ninety (90) days, all without any obligation of mutual compensation.
2. Awareways also has the right to invoke force majeure if the circumstance that prevents (further) performance occurs after Awareways should have fulfilled its obligations.
3. Insofar as Awareways at the time of the occurrence of force majeure has partially fulfilled its obligations from the Agreement or will be able to fulfil these, and the part that has been fulfilled or will be fulfilled accrues independent value, Awareways is entitled to declare the part that has already been fulfilled or to be fulfilled separately. Client is obligated to pay this invoice as if it were a separate agreement.

## Article 17. Confidentiality

1. Both Parties are obliged to keep confidential all confidential information they have obtained from each other or from other sources in the context of their Agreement. Information is considered confidential if it has been communicated by the other Party or if it arises from the nature of the information. Awareways will impose its obligations under this provision on third parties it engages.
2. In deviation of the first paragraph of this article, Awareways, if it acts for itself in disciplinary, civil or criminal proceedings, is entitled to use the data and information provided by or on behalf of Client, as well as other data and information it has learnt in the performance of the Contract, insofar as in its opinion these may be important in its defence.
3. Any obligation of confidentiality expires when the information is available from public sources. Furthermore, a Party is entitled to make confidential information available to government authorities if this is required by statutory regulation or authorised official order. In that case, the Party will inform the other Party thereof as soon as possible. The obligations under this article also remain in force after termination of the Agreement for whatever reason, and this for as long as the providing Party can reasonably claim the confidential nature of the information.

## Article 18. Privacy

1. Awareways considers careful handling of personal data to be of great importance. Personal data will be carefully processed and secured by Client. In our processing, Awareways adheres to the requirements set by the General Data Protection Regulation (GDPR).
2. Awareways processes personal data within the meaning of the General Data Protection Regulation (GDPR) on the legal basis Fulfilment of agreement. The personal data will be processed in accordance with applicable laws and regulations.



3. In addition to the provisions below, the processing of personal data of Client by Awareways will also be recorded in a processing agreement between the contractor and the client as determined in the General Data Protection Regulation (GDPR)
4. Awareways will act in accordance with the provisions of the General Data Protection Regulation (GDPR) and adequately secures the personal data that is provided to it. Awareways will take appropriate technical and organisational measures to secure the personal data against loss and any form of unlawful processing. Those measures will ensure, taking into account the state of the art and the costs of implementation, an appropriate level of security, taking into account the risks involved in the processing and the nature of the data to be protected. These measures will include:
  - a. Physical security and security of the equipment;
  - b. Developing an information security policy document;
  - c. Designating security officers;
  - d. Maintaining access security (procedures to provide authorised employees with access to the information systems and services);
  - e. Employees in their employment agreement and/or a non-disclosure agreement require confidentiality of confidential information, including in any case the personal data.
5. Awareways will process the personal data it obtains from Client solely for the provision of agreed services or products or the provision of information about services or products of Awareways. Awareways does not use the personal data for its own purposes or for the purposes of third parties without the express written consent of Client.
6. To the extent that Awareways engages third parties in the performance of the Agreement, those third parties will be bound by similar obligations as Awareways and Awareways will enter into a processing agreement with these parties.

## **Article 19. Intellectual property and copyrights**

1. The copyrights as well as other intellectual property rights on all materials developed or made available by or on behalf of Awareways in the context of the Contract, including but not limited to research methodologies, e-learning modules, Software, Online Products agreements, licenses, privacy statements, disclaimers, analyses, designs, documentation, advice, content, reports, quotations, communication tools and their preparatory material, are held by Awareways and/or its licensors. Client will only obtain the rights of use and authorities that arise from the scope of the Agreement or that are further granted.
2. The items to be provided or delivered by Client in accordance with its design, such as copying, design drawings, concepts, models, work and detail drawings, information carriers, Software, Online Products, data files, photographic recordings, films and similar production and tools, nor any part thereof belonging to the essential part of that design, may not be reproduced in the context of any production process without its written permission, even if or insofar as there is no copyright or other legal protection for Client in this regard.
3. Awareways reserves the right to use the knowledge increased by the performance of the work for other purposes, insofar as no confidential information is disclosed to third parties.

## **Article 20. Retention**

1. Awareways will store the items entrusted to it by Client in the context of the fulfilment of the Agreement with the care of a good custodian.
2. Without prejudice to the provisions in the previous paragraph of this article, Client will bear all risks with regard to the items referred to in paragraph 1 during the storage. If so desired, Client must take out insurance for this risk.
3. Client must ensure that, prior to the provision to Awareways of a copy, a drawing, design, a photographic image or an information carrier, a duplicate of these items is made. Client must keep these in case the issued items are lost or become unusable due to damage during the storage by Awareways. In that case, Client must provide Awareways with a new copy upon request.

## Article 21. Data Collection and Anonymization

1. Awareways collects and processes data resulting from the use of the various platforms. This may include data on usage, results, and other relevant statistics. These data are processed in such a way that they are no longer traceable to a specific person (anonymized data).
2. The anonymized data may be used by Awareways for the following purposes
  - a. Preparing trend reports and statistical analyses.
  - b. Improving and optimizing Awareways' products and services.
  - c. Sharing insights and trends with Clients, partners, or the broader public, provided that this does not contain any traceable information.
3. During the processing and use of anonymized data, it is ensured at all times that the data cannot be traced back to a specific person or Client, in accordance with the GDPR and other relevant legislation under Dutch law.
4. Awareways shall take appropriate technical and organizational measures to ensure that the anonymization is irreversible and that the data are adequately protected.
5. Clients are informed about the use of anonymized data through these general terms and additional privacy documentation.

## Article 22. Expiration periods

1. Insofar as not otherwise specified in these General Terms and Conditions, claims and other rights of Client against Awareways for any reason whatsoever in connection with the performance of work by Awareways will in any case expire one year after the time at which Client became aware or could reasonably have been aware of the existence of these rights and powers.

## Article 23. Governing law, disputes and choice of forum

1. All agreements between Awareways and Client are governed by Dutch law.
2. A dispute exists if at least one of the Parties is of the opinion that this is the case. All disputes will be resolved as much as possible by means of proper consultation.
3. If Parties do not reach a solution, the disputes will be adjudicated by the competent court in Utrecht.

## Article 24. Other provisions

1. During the performance of the Contract, Client and Awareways will be able to communicate with each other by electronic mail at the request of one of them. Client and Awareways are not liable towards each other for damage resulting from the use of electronic mail. Both Client and Awareways will do everything that can reasonably be expected to prevent risks such as the spread of viruses and distortion.
2. Client must inform Awareways of relevant changes in its data, such as changes in address and billing data, as soon as possible, but in any case at the first request of Awareways.
3. A Party is only entitled to transfer its rights and obligations under the Agreement to a third party with the prior written consent of Awareways the other Party. However, Awareways may transfer its rights and obligations under the Agreement to a parent company, sister company or subsidiary without further permission from Client.

## Chapter 2 – Online Products

In addition to the general provisions of Chapter 1, the provisions mentioned in this Chapter 2 will apply in the event that Awareways delivers Online Products to Client. These Online Products include:

- the Security Awareness Engines offered through the Awareways hosted environment;
- the e-learning modules, offered in Awareways platform, or via SCORM or HTML format offered via Client's platform;
- the Awareways Wave learning platform;
- the phishing simulations offered through the Awareways phishing platform;
- the culture scans offered through the Awareways Survey tool.

The provisions of Chapter 2 will prevail in the event of any discrepancy between the provisions of Chapters 1 and 2.

### Article 25. Retention

1. If so agreed, Awareways grants Client the non-exclusive, non-transferable and non-sublicensable right to use the Online Products and the content contained therein for a limited period of time in accordance with the provisions of the Agreement. Without prejudice to the other provisions in the Agreement, the right of use of Client only includes the right, in accordance with the instructions and specifications of Awareways, to:
  - a. remotely access the Online Products and the content contained therein;
  - b. visualise, consult and function the content from the Online Product;
  - c. make Online Products available to Client via the Learning Platform, Client's platform or third-party platform;
  - d. copy content, by way of quoting (with due observance of Art. 15a Copyright Act), from the Online Product in documents that are created, used or sent in the context of the normal business operations of Client.
2. The Online Products may only be used by Client by the number of Users as agreed and only for Client's own business operations. Client is prohibited from making the Online Products available to third parties.
3. Except to the extent permitted by mandatory law, Client may not modify, translate, reproduce, decompile, reverse engineer, merge with other works or create derivative works from the Online Products.

### Article 26. Implementation, new versions and maintenance

1. Client agrees that it will provide and grant to Awareways all access, assistance, data and materials that Awareways requires to properly provide access to Online Products.
2. Unless otherwise agreed, Awareways may temporarily keep Online Products or one or more parts thereof offline and/or limit their use in the event that this is necessary in the opinion of Awareways, for example for preventive maintenance or for the purpose of making corrections or adjustments. Awareways will inform Client as soon as possible about the temporary unavailability or limited use of Online Products, if this will reasonably have a material impact on Client's business operations. In the event of an emergency as a result of which Online Products must be taken offline with immediate effect or the use of Online Products must be limited, Awareways will notify Client as soon as reasonably possible.

### Article 27. Audits

1. Awareways will be entitled to incorporate auditing mechanisms and technical limitations into Online Products to prevent and/or verify that the actual number of Users of the Online Products does not exceed the number of agreed upon users of the Online Products.
2. Furthermore, Awareways is entitled, as long as Client uses the Online Products, itself or through a third party, to perform unannounced audits at the locations where the Online Products are used. Client will provide all cooperation and access for this purpose. If Client refuses cooperation or access to Awareways, Awareways is entitled to terminate the agreement with immediate effect. In this case, Client will be blocked from accessing the Online Products and will no longer be entitled to use the Online Products.
3. If the aforementioned checks show or it is otherwise shown that the actual number of Users and/or Trainings exceeds the number of agreed users and/or Trainings, Client must immediately pay a fee for the number of missing Users and/or Trainings, which compensation consists of the usual price per User or Training.

## **Article 28. Guarantees**

1. Awareways does not guarantee that Online Products will be free from defects and will operate without interruption. Awareways makes no guarantees of suitability for a particular purpose or use.
2. Awareways is not responsible for the purchase and/or the proper functioning of the infrastructure of Client or of third parties. Awareways will not be liable for damages or costs caused by errors in transmission, failure or malfunction or the unavailability of computer, data or telecommunications facilities, including the internet.
3. Client is responsible for the fulfilment of any technical and function requirements provided by Awareways that are necessary to be able to use Online Products.

## **Article 29. Login credentials and Users**

1. In order to use Online Products, Client in some cases needs login credentials.
2. Client is responsible for keeping the login credentials confidential. As soon as Client knows or has reason to suspect that its login credentials have fallen in the hands of unauthorised persons, Client must immediately inform Awareways thereof, without prejudice to Client's own responsibility to take immediate and effective action, for example by changing its login credentials. Client is at all times responsible and liable for the use of Online Products by third parties via Client's login credentials. Client will indemnify Awareways for all damages and costs arising from and/or related to the use of Online Products by third parties via the Login Data of Client.
3. Client is responsible and liable for all use of Online Products by Users and guarantees that Users will comply with the provisions of the Agreement.

## Chapter 3 – Software

### Article 30. Right of use

1. In the event agreed, Awareways grants Client the non-exclusive, non-transferable and non-sublicensable right to use the Software in accordance with the provisions of the Agreement. Without prejudice to the other provisions in the Agreement, the right of use of Client only includes the right, in accordance with the instructions and specifications of Awareways, to:
  - a. Download and/or install the Software on a computer of Client in order to make it available for use by Users;
  - b. Access the software made available by the contractor via a browser (software-as-a-service - SaaS);
  - c. Load and run the Software for use by Users;
  - d. Visualise, access, and operate the Software using a computer or similar equipment.
  - e. Unless otherwise agreed, a right of use is granted for a period of twelve (12) months. After the end of this period, this period is tacitly extended by a period of twelve (12) months unless Client terminates the Agreement in writing at least three (3) months before the end of the current period. The right of use is always limited in time.
2. In the event that use of the Software on one computer has been agreed, then in the event of any outage of that computer, the Software may be used on another computer for the duration of the outage.
3. Client itself is responsible for the purchase and/or proper functioning of the software and/or infrastructure that is required to be able to use the software/SaaS.
4. The Software may only be used by Client for its own business operations and only by the number of Users as agreed. Client will not make the Software available to third parties.
5. If the Software has been used by more or other persons or on more or other devices and/or infrastructure than agreed, Client is obligated to pay the fee that is used by Awareways for said additional use, without prejudice to the right to dissolve the Agreement and/or claim damages.
6. Client will follow Awareways' instructions and directions regarding the Software, including the installation of any updates for the Software.
7. Except to the extent permitted by mandatory law, Client may not modify, translate, reproduce, decompile, reverse engineer, merge with other software or create derivative works from the Software.
8. Awareways reserves the right to apply technical protection measures in the Software. Client is not permitted to circumvent these technical protection measures or to offer tools for that purpose.
9. Except in the event that Awareways provides a backup copy of the Software to Client, Client has the right to (make and keep) one backup copy of the Software.
10. Immediately after the end of the right of use of the Software, Client will cease the use and return all copies of the Software it has in its possession to Awareways.
11. Client is responsible and liable for all use of the Software by Users and guarantees that Users will comply with the provisions of the Agreement.
12. Client will grant Awareways and third parties designated by Awareways access to the space where the Software is located and/or is used to check whether it is used in accordance with the granted right of use.
13. If Client observes a malfunction in the Software, this must be reported immediately to Awareways. After notification of a malfunction by Client, Awareways will take those measures that lead to or could possibly lead to repair.
14. The costs for the elimination of the malfunction will be borne by Client if it appears that the cause of the malfunction is the result of its improper use or is due to its actions or omissions in violation of the agreement.

## Article 31. Customisation

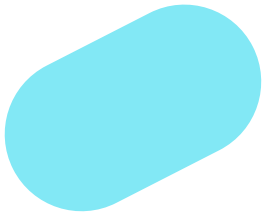
1. Parties will specify in writing what Software will be developed and how this will take place. Awareways will perform the development with care based on the information to be provided by Client. Client guarantees the accuracy, completeness and consistency of this information.
2. The development of customisation can take place according to phases to be determined by Awareways. If Client does not wish to follow the aforementioned phases, this will take place entirely at the expense and risk of Client.
3. If Awareways is willing to transfer (parts of) the intellectual property right to Client, this transfer does not affect the ideas, designs, components, algorithms, etc. underlying the customisation, in the broadest sense of the word, without restrictions to use for other purposes, either for itself or for third parties. Awareways also reserves the right to develop Products for third parties that are similar to or derived from the customisation.

## Article 32. Implementation, maintenance and new versions

1. Awareways will only install and/or implement Software with Client under conditions to be agreed upon, if this has been agreed in writing. In the event that Client wishes to enter into a maintenance agreement for the Software, it may ask Awareways to do so.
2. Awareways may release new versions of the Software. In that case, Awareways will inform Client about this. Client is not obligated to purchase new versions, but acknowledges that Awareways is not obligated to offer maintenance services with regard to obsolete versions and may end ongoing maintenance obligations, without becoming liable for damages towards Client as a result thereof.

## Article 33. Guarantees

1. Awareways does not guarantee that Software is free from defects and will operate without interruption. Awareways makes no guarantees of suitability for a particular purpose or use.
2. Awareways will endeavour to remedy any defects within three (3) months of delivery or acceptance of the Software in the event that the Software fails to meet its written specifications, provided that they have been notified to Awareways in detail in writing within that period. This guarantee does not include:
  - a. resolving all reasonably unforeseeable defects in the Software;
  - b. the flawless operation of the Software with other equipment and/or software;
  - c. resolving failures in the Software that are not reproducible;
  - d. the resolution of malfunctions in the Software in the event that these can be attributed to Client, for example because the malfunctions are due to Client's computer system; and/or
  - e. recovery of any disfigured or lost data.
3. A repair as mentioned in paragraph 2 will be performed free of charge unless there are user errors, improper use or unauthorised use of Client or of other causes not attributable to Awareways.
4. The guarantee obligation expires in the event that Client or third parties make changes to the Software without the written permission of Awareways.
5. Awareways is not responsible for the purchase and/or the proper functioning of the infrastructure of Client or of third parties. Awareways will not be liable for damages or costs caused by errors in transmission, failure or malfunction or the unavailability of computer, data or telecommunications facilities, including the internet.
6. Client is responsible for the fulfilment of any technical and functional requirements provided by Awareways that are necessary to be able to use the Software.



7. Client is responsible and liable for all use of Software by Users and guarantees that Users will comply with the provisions of the Agreement.