

General Terms and Conditions of Delivery

of the private company with limited liability Macaw Nederland B.V., situated at Taurusavenue 16E in Hoofddorp (2132 LS), the Netherlands, (hereinafter referred to as: Macaw), filed with the Chamber of Commerce in Amsterdam on 27 June 2022 under number 34104629.

Chapter 1 General provisions

Artikel 1 Applicability of the General Terms and Conditions of Delivery

- 1.1 These General Terms and Conditions of Delivery apply to all offers and contracts pursuant to which Macaw delivers goods and/or provides services of any nature whatsoever and under whatever name to the customer.
- 1.2 Departures from and additions to these general terms and conditions shall only be valid if they are agreed between the parties in writing.
- 1.3 The applicability of the customer's purchasing or other conditions is specifically excluded.
- 1.4 If and insofar as Macaw makes third-party products or services available to the customer or grants access to such products or services, the licensing or sales terms of the third parties shall apply to the relationship between Macaw and the customer with respect to the products and services instead of the provisions of these general terms and conditions that differ from those licensing or sales terms, provided that the applicability of the licensing or sales terms of the third parties concerned has been reported to the customer by Macaw and reasonable opportunity has been provided to take note of those terms. In derogation from the provisions of the preceding sentence, the customer shall not be entitled to invoke failure on the part of Macaw to fulfill the aforementioned obligation if the customer is a party as referred to in Section 235, subsection 1 or subsection 3 of Book 6 of the Dutch Civil Code.
- 1.5 If and insofar as the aforementioned conditions of third parties are for any reason considered or declared inapplicable to the relationship between the customer and Macaw, these general terms and conditions will continue to apply in full.
- 1.6 If any provision of these general terms and conditions is null and void or is voided, the other provisions of these general terms and conditions shall remain fully in effect. Macaw and the customer shall in this case consult each other for the purpose of agreeing new provisions which approximate the same effect as far as possible to replace the null and void or voided provisions.
- 1.7 Without prejudice to the provisions in Article 1.4, in the event of any conflict between the contract concluded between the parties and/or the agreements made otherwise and these general terms and conditions, the provisions of the contract concluded between the parties and/or the agreements made otherwise shall apply. In the event of any conflict between provisions in chapters of these general terms and conditions, the provisions in the earlier chapter shall apply unless expressly deviated from.

Artikel 2 Offers

- 2.1 All offers and other communications of Macaw are subject to confirmation unless Macaw has indicated otherwise in writing. The customer guarantees that the information that it has provided or that has been provided on its behalf to Macaw and on which Macaw has based its offer is accurate and complete, with the exception of obvious typing errors.

Artikel 3 Price and payment

- 3.1 All prices are exclusive of sales tax (VAT) and other product- and service-specific levies imposed by the government. All prices stated by Macaw are in euros and the customer must pay in euros.
- 3.2 The customer may not derive any rights or expectations from a cost estimate or budget issued by Macaw unless the parties have agreed otherwise in writing. An available budget made known to

Macaw by the customer shall only apply as a (fixed) price agreed between the parties if this has been expressly agreed in writing.

- 3.3 If, according to the contract, the customer consists of several natural persons and/or legal entities, then each of these natural persons and/or legal entities shall be jointly and severally liable towards Macaw for performance of the contract.
- 3.4 Information from Macaw's records shall count as conclusive evidence with respect to the performance delivered by Macaw (e.g. regarding the number of hours worked) and the amounts owed by the customer for delivery of this performance, without prejudice to the customer's right to produce evidence to the contrary.
- 3.5 Macaw is entitled to increase its prices and rates once per year, on January 1, in accordance with the index figure for annual changes to negotiated wages, contractual wage costs and working hours, as established by Statistics Netherlands (Centraal Bureau voor de Statistiek, CBS) in the third quarter of the current year +2.9%.
- 3.6 Without prejudice to the provisions in Article 3.5, Macaw is always entitled to make interim adjustments to its prices and rates if a supplier of products or services, such as a supplier of software or hardware, changes its prices and rates. Macaw shall inform the client of this accordingly. If the customer does not wish to agree to the adjustment as referred to in this paragraph, the customer shall be entitled to terminate the contract in writing within thirty days following notice of the adjustment, which termination shall take effect on the date on which the new prices and/or rates would take effect. This right of termination is expressly not applicable in the event of a price or rate adjustment as referred to in Article 3.5.
- 3.7 The parties shall record the date or dates on which Macaw shall charge the customer for the performance agreed in the contract. Amounts owed must be paid by the customer within thirty days of the invoice date by transfer to a bank account specified by Macaw. The customer may not suspend any payment and may also not set off any amounts owed.
- 3.8 If the customer fails to pay amounts due or fails to do so on time, the customer shall owe statutory interest for commercial contracts on the outstanding amount without a demand for payment or a notice of default being required. If the customer still fails to pay the amount due after a demand for payment or a notice of default has been issued, Macaw shall be entitled to refer the debt for collection and the customer will be obliged to pay all reasonable judicial and extrajudicial costs as well as all costs charged by external experts. The foregoing shall be without prejudice to Macaw's other legal and contractual rights.

Artikel 4 Term of the contract

- 4.1 If and insofar as the contract concluded between the parties is a continuing performance contract, the contract shall be entered into for the agreed term. A term of one year shall apply if no term has been agreed.
- 4.2 The term of a fixed-term contract shall be tacitly extended, each time by the period of time originally agreed with a maximum term of one year, unless the customer or Macaw terminate the contract in writing with due observance of a notice period of three months prior to the end of the current term.

Artikel 5 Confidentiality

- 5.1 The customer and Macaw must ensure that all information received from the other party that the receiving party knows or should reasonably know is confidential is kept secret. This duty of confidentiality shall not apply if and insofar as one of the parties is required to provide the information concerned to a third party in accordance with a court decision or a statutory requirement, based on a statutory order given by a government agency, or if and insofar as doing so is necessary for the proper performance of the contract. The party that receives the confidential information may only use it for the purpose for which it was provided. Information shall in any case be deemed to be confidential if it has been designated as such by one of the parties.

- 5.2 The customer acknowledges that software provided by or via Macaw is always confidential in nature and that this software contains trade secrets of Macaw, its suppliers or the producer of the software.

Artikel 6 Privacy and data processing

- 6.1 If deemed relevant by Macaw for the performance of the contract, the customer shall on request inform Macaw in writing about the way in which the customer performs its legal obligations regarding the protection of personal data.
- 6.2 The customer indemnifies Macaw against claims of persons whose personal data are or have been processed or for which the customer is responsible for processing by law, unless the customer proves that the facts on which a claim is based are attributable to Macaw.
- 6.3 The customer is responsible for the data that it processes in the context of using a service of Macaw. The customer guarantees vis-à-vis Macaw that the content, use and/or processing of the data are not unlawful and do not infringe any right of a third party. The customer indemnifies Macaw against any claim of a third party instituted for whatever reason in connection with this data or the performance of the contract.
- 6.4 If Macaw performs work relating to the data of the customer, its employees or users pursuant to a request or a competently issued order of a government agency or in connection with a legal obligation, all costs associated with this work may be charged to the customer.
- 6.5 If Macaw performs services for the customer as a data processor, as referred to in the legislation on the protection of personal data, then the chapter "Standard clauses for processing" shall also apply.

Artikel 7 Security

- 7.1 If Macaw is obliged to provide for a form of information security under the contract, this security shall meet the specifications agreed in writing between the parties regarding security. Macaw does not guarantee that the information security provided will be effective under all circumstances. If the contract does not include an explicitly defined security method, the security provided shall meet a standard that is not unreasonable in terms of the state of the art, the implementation costs, the nature known to Macaw, the scope and context of the information to be protected, the purposes and normal use of its products and services, and the likelihood and severity of foreseeable risks.
- 7.2 The access or identification codes, certificates or other means of security provided by or because of Macaw to the customer are confidential and must be treated as such by the customer, and may only be made known to authorized personnel in the customer's own organization. Macaw is entitled to change the access or identification codes and certificates. The customer is responsible for the management of authorizations and the provision and timely revocation of access and identification codes, for which purpose the customer must have an adequate system for password management. The customer shall ensure that temporary access and identification codes are replaced by another access or identification code upon first use. Access and identification codes that are supplied as standard with software shall be changed by the customer upon first use. The customer shall ensure that an access or identification code is changed without delay if there is any suspicion that the code concerned has become known to a third party without authorization.
- 7.3 If the security or the testing thereof concerns software, equipment or infrastructure that has not been supplied to the customer by Macaw itself, then the customer shall guarantee that all necessary licenses or approvals have been obtained in order to perform the intended services. Macaw shall not be liable for damage arising in connection with the performance of these services. The customer indemnifies Macaw against any claim instituted for whatever reason in connection with the performance of these services.
- 7.4 Macaw is entitled to adjust the security measures from time to time, if this is necessary as a result of changing circumstances.

- 7.5 The customer must adequately secure its systems and infrastructure and keep these adequately secured.
- 7.6 Macaw may give instructions to the customer regarding security with the aim of preventing or minimizing incidents or the consequences of incidents which could affect security. If the customer fails to follow such instructions from Macaw or a relevant government body or fails to do so in a timely manner, Macaw is not liable and the customer indemnifies Macaw against any damage that should arise as a result.
- 7.7 Macaw may always take technical and organizational measures to protect equipment, data files, websites, software made available, software or other works to which the customer is granted direct or indirect access, including in connection with an agreed limitation in terms of the content or duration of the right of use of these items. The customer may not remove or bypass such technical measures or have such technical measures removed or bypassed.

Artikel 8 Retention of title, reservation of rights and suspension

- 8.1 All items delivered to the customer shall remain the property of Macaw until all amounts owed by the customer to Macaw under the contract concluded between the parties have been paid to Macaw in full. A customer that acts as a reseller may sell and supply all items which are subject to Macaw's retention of title insofar as doing so is usual in the context of the customer's ordinary course of business.
- 8.2 The property-law consequences of the retention of title with respect to an item destined for export shall be governed by the laws of the State of destination, if those laws contain provisions that are more favorable to Macaw.
- 8.3 As and when necessary, rights shall be granted or transferred to the customer subject to the condition that the customer has paid all amounts owed under the contract.
- 8.4 Macaw may retain all information, documents, software and/or data files received or created in the context of the contract in spite of an existing obligation to hand over or transfer until the customer has paid all amounts owed to Macaw.

Artikel 9 Risk transfer

- 9.1 The risk of loss, theft, misappropriation or damage of items, information (including user names, codes and passwords), documents, software or data files that are created for, supplied to or used by the customer in the context of performing the contract shall pass to the customer at the time at which the customer or an auxiliary person of the customer comes into actual possession of the items and information referred to.

Artikel 10 Intellectual property

- 10.1 All intellectual property rights to the software, websites, data files, databases, equipment and training, testing and examination materials, as well as other materials such as analyses, designs, documentation, reports and offers, including preparatory materials in this regard, developed or made available to the customer under the contract are held exclusively by Macaw, its licensors or its suppliers. The customer shall only have the rights of use granted under these general terms and conditions, specified in the contract concluded in writing between the parties and laid down as mandatory provisions in the law. A right accorded to the customer is non-exclusive and may not be transferred, pledged or sub-licensed.
- 10.2 If Macaw is prepared to undertake to transfer an intellectual property right, such a commitment may only be undertaken in writing. If the parties agree in writing that an intellectual property right with respect to software, websites, data files, equipment, know-how, or other works or materials specifically developed for the customer shall be transferred to the customer, this shall be without prejudice to Macaw's right or option to use and/or operate, either for itself or for third parties and without any restriction, the parts, designs, algorithms, documentation, works, protocols, standards

and the like on which the developments referred to are based for other purposes. Macaw also has the right to use and/or operate, either for itself or for third parties and without any restriction, the general principles, ideas and programming languages used for the manufacture or development of any work for other purposes. The transfer of an intellectual property right shall likewise be without prejudice to Macaw's right to complete developments, either for itself or for a third party, that are similar to or derived from developments that were or are being completed for the customer.

- 10.3 The customer may not remove or change any indication concerning the confidential nature of or concerning the copyrights, brands, trade names or any other intellectual property right pertaining to the software, websites, data files, equipment or materials, or have any such indication removed or changed.
- 10.4 Macaw indemnifies the customer against any claim of a third party based on the allegation that software, websites, data files, equipment or other materials developed by Macaw itself infringe an intellectual property right of that third party which is applicable in the Netherlands, subject to the condition that the customer immediately informs Macaw in writing about the existence and content of the claim and leaves the settlement of the claim, including any arrangements made in this regard, entirely to Macaw. The customer shall provide the powers of attorney and information required to Macaw and assist Macaw to defend itself against such claims. This obligation to indemnity shall not apply if the alleged infringement concerns (i) works or materials made available to Macaw by the customer for use, modification, processing or maintenance or (ii) changes made or commissioned by the customer in the software, websites, data files, equipment or other works or materials without Macaw's written permission. If it is irrevocably established in court that software, websites, data files, equipment or other materials developed by Macaw itself is or are infringing any intellectual property right held by a third party which is applicable in the Netherlands, or if, in the opinion of Macaw, there is a good chance that such an infringement is occurring, Macaw shall if possible ensure that the customer can continue to use, or use functional equivalents of, the software, websites, data files, equipment or materials supplied. Any other or further obligation to indemnify on the part of Macaw due to infringement of a third party's intellectual property right is excluded.
- 10.5 The customer guarantees that making equipment, software, material intended for websites, data files and/or other materials, designs and/or other works available to Macaw for the purpose of use, maintenance, processing, installation or integration does not infringe any rights of third parties, including the possession of the proper licenses. The customer indemnifies Macaw against any claim of a third party based on the allegation that such making available, use, maintenance, processing, installation or integration infringes a right of that third party.
- 10.6 Macaw is never obliged to perform data conversion.
- 10.7 Macaw is entitled to use the pictorial trademark, logo and name of the customer in its external communications.

Artikel 11 Performance of services

- 11.1 Macaw shall perform its services with care to the best of its ability, if applicable in accordance with the agreements and procedures agreed in writing with the customer. All services by Macaw shall be performed on the basis of an obligation to use best efforts unless and insofar as Macaw has expressly promised a result in the written contract and the result concerned has been defined with sufficient determinability in the contract.
- 11.2 Macaw shall not be liable for losses or costs that are the result of the use or misuse of access or identification codes, certificates or other means of security unless the misuse is the direct result of of deliberate intent or recklessness on the part of Macaw's management.
- 11.3 If the contract has been entered into with a view to performance by one specific person, Macaw shall always be entitled to replace this person with one or more persons who have the same and/or similar qualifications.

- 11.4 Macaw is not obliged to follow the customer's instructions in the performance of its services, particularly not if these instructions change or add to the content and scope of the agreed services. If such instructions are followed, however, payment shall be made for the work concerned in accordance with Macaw's usual rates.

Artikel 12 Obligations to provide information and other obligations to cooperate

- 12.1 The parties acknowledge that the success of work in the field of information and communications technology depends on proper and timely cooperation between the parties. The customer shall always extend, in a timely manner, all reasonably required cooperation.
- 12.2 The customer guarantees that the information, designs and specifications that it has provided or that have been provided to Macaw on its behalf are accurate and complete. If the information, designs or specifications provided by the customer contain inaccuracies apparent to Macaw, Macaw shall contact the customer to make inquiries about the matter.
- 12.3 In connection with continuity, the customer shall designate a contact person or contact persons who shall act in that capacity for the duration of Macaw's work. The customer's contact persons shall have the experience required, specific knowledge of the subject matter and a proper understanding of the objectives that the customer wishes to achieve.
- 12.4 The customer bears the risk of selecting the items, goods and/or services to be provided by Macaw. The customer must always exercise the utmost care to guarantee that the requirements which the performance must meet are accurate and complete. Information referred to on websites and in offers and advertising material is not binding for Macaw unless expressly stated otherwise by Macaw.
- 12.5 If the customer deploys employees and/or auxiliary persons in the performance of the contract, these employees and auxiliary persons must have the knowledge and experience required. If Macaw's employees perform work at the customer's location, the customer must provide, on time and free of charge, the facilities required, such as a workspace with computer and network facilities. Macaw shall not be liable for damage or costs due to transmission errors, malfunctions or the non-availability of these facilities unless the customer proves that this damage or these costs are the result of deliberate intent or recklessness on the part of Macaw's management.
- 12.6 The workspace and facilities must meet all legal requirements. The customer indemnifies Macaw against claims of third parties, including Macaw's employees, who suffer injury in the context of performing the contract as a result of acts or omissions of the customer or unsafe situations in the customer's organization. The customer shall make the current company rules, information rules and security rules in its organization known to employees deployed by Macaw prior to the start of the work.
- 12.7 The customer is responsible for the management, including checking the settings, and use of the products supplied and/or services performed by Macaw, and the way in which the results of the products and services are used. The customer is also responsible for appropriately instructing users and for the use made by users.
- 12.8 The customer shall itself provide the required equipment, infrastructure and support software and shall itself install, organize, parameterize and tune the software and support software required on its own equipment and, if necessary, modify and update the equipment, other software and support software and operating environment used in this regard, and effect the interoperability that it desires.

Artikel 13 Project and steering groups

- 13.1 If both parties are participating in a project or steering group through one or more employees that they have deployed, the provision of information shall take place in the manner agreed for the project or steering group.
- 13.2 Decisions made in a project or steering group in which both parties are participating shall only be binding for Macaw if the decisions are made in accordance with that which has been agreed

between the parties in writing in this regard or, in the absence of written agreements in this context, if Macaw has accepted the decisions in writing. Macaw is never obliged to accept or implement a decision if, in its opinion, the decision cannot be reconciled with the content and/or proper performance of the contract.

- 13.3 The customer guarantees that the persons whom it has designated to participate in a project or steering group are authorized to make decisions that are binding for the customer.

Artikel 14 Deadlines and delivery periods

- 14.1 Macaw shall make reasonable efforts to comply to the greatest extent possible with the deadlines and delivery periods and/or dates and delivery dates, whether or not these are firm deadlines and/or dates, that it has specified or that have been agreed between the parties. The interim dates and delivery dates specified by Macaw or agreed between the parties shall always apply as target dates, shall not bind Macaw and shall always be indicative.
- 14.2 If a deadline is likely to be exceeded, Macaw and the customer shall consult with each other about the consequences of the deadline being exceeded in relation to further planning.
- 14.3 In all cases, therefore also if the parties have agreed firm deadlines and delivery periods or dates and delivery dates, Macaw shall only be in default as a result of a period of time being exceeded after the customer has declared Macaw to be in default in writing and a reasonable term that the customer granted to Macaw to remedy the breach has passed. The notice of default must describe the breach as comprehensively and in as much detail as possible in order to give Macaw the opportunity to respond adequately.
- 14.4 If it has been agreed that the work under the contract is to be performed in phases or sprints, Macaw shall be entitled to postpone the start of work in a given phase or sprint until the customer has approved the results of the preceding phase or sprint in writing.
- 14.5 Macaw shall not be bound by a date or delivery date or deadline or delivery period, whether or not final, if the parties have agreed on an amendment to the content or scope of the contract (additional work, a change of specifications and so on) or a change in approach with respect to performance of the contract, or if the customer fails to fulfill its obligations arising from the contract or fails to do so on time or in full. The need for or occurrence of additional work during performance of the contract shall never constitute a reason for the customer to give notice of termination or terminate the contract.

Artikel 15 Dissolution and termination of the contract

- 15.1 Each party shall only be authorized to terminate the contract due to an attributable failure in the performance of the contract if the other party, in all cases after a written notice of default that is as detailed as possible and that grants a reasonable term to remedy the breach has been issued, is culpably failing to fulfill essential obligations under the contract. The customer's payment obligations and all obligations of the customer or a third party engaged by the customer to cooperate and/or provide information apply in all cases as essential obligations under the contract.
- 15.2 If, at the time of termination, the customer has already received goods or services in the performance of the contract, these goods or services and the associated payment obligations shall not be undone unless the customer proves that Macaw is in default with respect to the essential part of such goods or services. With due regard for the stipulation of the preceding sentence, amounts invoiced by Macaw prior to termination in connection with what it has already properly performed or delivered in the performance of the contract shall remain payable in full and shall become immediately due and payable at the time of termination.
- 15.3 A contract which, due to its nature and content, does not end in completion and which has been entered into for an indefinite period of time may be terminated by either of the parties in writing following consultation between the parties. Reasons for the termination must be stated. If a notice period has not been agreed between the parties, a reasonable period must be observed when

notice of termination is given. Macaw is never obliged to pay any compensation due to termination.

- 15.4 The customer may not prematurely terminate a contract of engagement that has been entered into for a definite period of time or a contract which ends in completion.
- 15.5 Either of the parties may terminate the contract in writing, in whole or in part, without notice of default being required and with immediate effect, if the other party is granted a moratorium, whether or not provisional, a petition for bankruptcy is filed for the other party or the company of the other party is liquidated or dissolved other than for restructuring or a merger of companies. Macaw may also terminate the contract, in whole or in part, without notice of default being required and with immediate effect, if a direct or indirect change occurs in the decisive control of the customer's company. Macaw is never obliged to repay any amount in money already received or pay any amount in compensation due to termination as referred to in this paragraph. If the customer goes irrevocably bankrupt, its right to use the software, websites and the like made available to it shall end, as shall its right to access and/or use Macaw's services, without termination by Macaw being required.

Artikel 16 Liability of Macaw

- 16.1 Macaw's total liability due to an attributable failure in the performance of the contract or on any legal basis whatsoever, including each and every failure to fulfill a guarantee obligation or an obligation to indemnify agreed with the customer, shall be limited to compensation for loss as described in this article.
- 16.2 Direct loss is limited to the maximum price stipulated for the contract concerned (excluding VAT). If the contract is mainly a continuing performance contract with a term of more than one year, the price stipulated for the contract shall be set at the total amount of the payments (excluding VAT) stipulated for one year. However, Macaw's total liability for direct loss, on any legal basis whatsoever, shall never amount to more than €500,000 (five hundred thousand euros).
- 16.3 Loss due to death or bodily injury or as a result of material damage to items is limited to €1,250,000 (one million, two hundred and fifty thousand euros).
- 16.4 Indirect loss, consequential loss, loss of profits, lost savings, reduced goodwill, loss due to business interruption, loss as a result of claims of the customer's customers, loss arising from the use of items, materials or software of third parties prescribed by the customer to Macaw and loss arising from the engagement of suppliers prescribed by the customer to Macaw is excluded. Macaw's liability for corruption, destruction or loss of data or documents is likewise excluded.
- 16.5 The exclusions and limitations of Macaw's liability described Articles 16.2 through 16.4 are entirely without prejudice to the other exclusions and limitations of Macaw's liability described in these general terms and conditions.
- 16.6 The exclusions and limitations referred to in Articles 16.2 through 16.5 shall cease to apply if and insofar as the loss is the result of deliberate intent or recklessness on the part of Macaw's management.
- 16.7 Unless performance by Macaw is permanently impossible, Macaw shall only be liable due to an attributable failure in the performance of a contract if the customer declares Macaw to be in default in writing without delay and grants Macaw a reasonable term to remedy the breach, and Macaw culpably fails to fulfill its obligations also after this term has passed. The notice of default must describe the breach as comprehensively and in as much detail as possible in order to give Macaw the opportunity to respond adequately.
- 16.8 For there to be any right to compensation, the customer must always report the loss to Macaw in writing as soon as possible after the loss has occurred. Each claim for compensation against Macaw shall be barred by the mere expiry of a period of 24 months following the inception of the claim unless the customer has instituted a legal action for damages prior to the expiry of this period.
- 16.9 The customer indemnifies Macaw against any and all claims of third parties due to product liability as a result of a defect in a product or system that the customer has supplied to a third party and

that consisted in part of equipment, software or other materials supplied by Macaw, unless and insofar the customer is able to prove that the loss was caused by the equipment, software or other materials referred to.

- 16.10 The provisions of this article and all other limitations and exclusions of liability referred to in these general terms and conditions shall also apply for the benefit of all natural persons and legal entities that Macaw and its suppliers engage in the performance of the contract.

Artikel 17 Force majeure

- 17.1 None of the parties shall be obliged to fulfill any obligation, including any statutory and/or agreed guarantee obligation, if it is prevented from doing so by force majeure. Force majeure on the part of Macaw means, among other things: (i) force majeure on the part of Macaw's suppliers, (ii) the failure to properly fulfill obligations on the part of suppliers that have been prescribed to Macaw by the customer, (iii) defects in items, equipment, software or materials of third parties, the use of which has been prescribed to Macaw by the customer, (iv) government measures, (v) power failures, (vi) Internet, data network or telecommunication facilities failures, (vii) (cyber) crime, (cyber) vandalism, war or terrorism, (viii) pandemics and (ix) general transport problems.
- 17.2 Either of the parties shall have the right to terminate the contract in writing if a situation of force majeure persists for more than sixty days. Work that has already been performed according to the agreement will in such case be charged proportionately, and the parties will not be liable to pay each other anything over and above the same.

Artikel 18 Service Level Agreement

- 18.1 Any agreements concerning a service level (Service Level Agreements) shall only be agreed in writing. The customer shall always inform Macaw without delay about any circumstances that affect or that could affect the service level and its availability.
- 18.2 If agreements about a service level have been made, the availability of software, systems and related services shall always be measured such that unavailability due to preventive, corrective or adaptive maintenance or other forms of service announced by Macaw in advance and circumstances beyond Macaw's control are not taken into account. The availability measured by Macaw shall count as conclusive evidence, subject to evidence to the contrary produced by the customer.

Artikel 19 Backups

- 19.1 If the services provided to the customer under the contract include making backups of the customer's data, Macaw shall make a complete backup of the customer's data in its possession in accordance with the periods agreed in writing, or once a week if such periods have not been agreed. In the absence of agreements on the retention period, Macaw shall retain the backup for the usual period observed at Macaw. Macaw shall retain the backup with due care.
- 19.2 If and insofar as the services provided by Macaw under the contract do not include making backups of data, the customer shall handle this itself. These backups include not only data, but also software, configurations and virtual settings. Backups shall be retained by the customer in a location chosen such that any security incident at the original location will not cause damage to the backup. The customer shall ensure that backups are adequately secured. The customer shall ensure that only authorized employees have access to backups.
- 19.3 The customer remains responsible for the fulfillment of all administrative and retention obligations that apply to it by law.

Artikel 20 Amendments and additional work

- 20.1 If, at the request or prior consent of the customer, Macaw has performed work or supplied goods or services that is or are outside the scope of the agreed work and/or provision of goods or

services, the customer shall pay for this work or provision of goods or services in accordance with the agreed rates or, if no rates have been agreed between the parties, in accordance with Macaw's usual rates. Macaw is not obliged to honor such a request and may require that a separate contract be concluded in writing for this purpose.

20.2 The customer realizes that amendments and additional work (may) lead to postponement of deadlines or delivery periods and dates or delivery dates. New deadlines or delivery periods and dates or delivery dates specified by Macaw shall replace the previous ones.

20.3 Insofar as a fixed price has been agreed for the contract, Macaw shall on request inform the customer in writing about the financial consequences of the additional work or additional performance of services as referred to in this article.

Artikel 21 Transfer of rights and obligations

21.1 The customer may not sell, transfer or pledge its rights and obligations under a contract to a third party.

21.2 Macaw is entitled to sell, transfer or pledge its claims to payment of amounts owed to a third party.

Artikel 22 Non-transfer of personnel

22.1 For the duration of the contract and for one year following its termination, the customer shall in no way whatsoever, either itself or via third parties, employ employees or former employees of Macaw or of companies engaged by Macaw to perform this contract or who are or have been involved in the performance of the contract, or otherwise allow them to work for the customer either directly or indirectly, on a paid or unpaid basis, or undertake any attempts to this effect.

22.2 In the event of a violation of the prohibition referred to in Article 22.1, the customer shall forfeit an immediately due and payable penalty to Macaw in the amount of €25,000 (twenty-five thousand euros) per violation, plus €1,500 (one thousand five hundred euros) for each day or portion thereof that such a violation continues to occur, without prejudice to Macaw's right to additionally claim damages.

Artikel 23 Applicable law and disputes

23.1 Contracts between Macaw and the customer are governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

23.2 Disputes that arise by reason of the contract concluded between the parties and/or by reason of any further contracts deriving from it shall be resolved by arbitration in accordance with the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes (www.sgoa.eu), the foregoing without prejudice to the right of each party to request preliminary relief in summary arbitral proceedings and without prejudice to the right of each party to take precautionary measures. Arbitration proceedings shall take place in Amsterdam.

23.3 If a dispute that arises by reason of the contract concluded between the parties or by reason of any further contracts deriving from it is within the jurisdiction of the Dutch subdistrict court, each party, in derogation from the provisions of Article 23.2, shall be entitled to bring the case before the legally competent court as a subdistrict court case in the Netherlands. The parties shall only be entitled to take the aforementioned action if arbitration proceedings concerning the dispute have not yet been instituted in accordance with the provisions of Article 23.2. If, with due observance of the provisions of Article 23.3, one or more of the parties have brought the case before the legally competent court in order for it to be heard and settled, the subdistrict court judge of that court shall be competent to hear and settle the case.

23.4 Regarding a dispute that arises by reason of the contract concluded between the parties or by reason of any further contracts deriving from it, each party shall in all cases be entitled to institute ICT mediation proceedings in accordance with the ICT Mediation Regulations of the Foundation for the Settlement of Automation Disputes. The other party must then actively participate in ICT

mediation proceedings that have been instituted. This legally enforceable obligation in any case includes attending at least one joint meeting of mediators and the parties to give this extrajudicial form of dispute resolution a chance of success. Each party shall be free to terminate the ICT mediation proceedings at any time after a joint first meeting of mediators and the parties. The provisions of this paragraph do not prevent a party from requesting preliminary relief in summary arbitral proceedings or from taking precautionary measures if the party deems doing so necessary.

Chapter 2 Processing of personal data

The provisions in this “Processing of personal data” chapter shall apply in addition to the general provisions of these general terms and conditions if, in the context of performing the contract, Macaw processes personal data for the controller(s) as a (sub)processor (data processor) as referred to in the legislation on the protection of personal data. These Standard clauses for processing, together with practical agreements about processing in the contract, form a processing agreement as referred to in Article 28, paragraph 3 of the General Data Protection Regulation (GDPR).

Artikel 24 General

- 24.1 Macaw will process personal data at the request of the customer in accordance with the customer’s written instructions which have been agreed with Macaw.
- 24.2 The customer, or its client, is the controller within the meaning of the GDPR, has control of the processing of the personal data, and has determined the purpose and means of processing the personal data.
- 24.3 Macaw is a processor within the meaning of the GDPR and therefore has no control over the purpose and means of processing the personal data and will therefore make no decisions on matters including the use of the personal data.
- 24.4 Macaw shall implement the GDPR as laid down in this “Processing of personal data” chapter and in the contract. It is solely up to the customer to judge, based on this information, whether Macaw offers adequate guarantees regarding the application of appropriate technical and organizational measures to ensure that the processing complies with the requirements of the GDPR and that the protection of the rights of data subjects is sufficiently guaranteed.
- 24.5 The customer guarantees to Macaw that it will act in accordance with the GDPR.
- 24.6 The customer is not entitled to recover from Macaw, on any legal basis whatsoever, an administrative fine imposed upon it by the regulator. In this chapter (2), “regulator” means a supervisory authority as referred to in the GDPR.

Artikel 25 Security

- 25.1 Macaw shall implement the appropriate technical and organizational security measures as described in the contract. In implementing the technical and organizational security measures, Macaw has taken into account the state of the art, the implementation costs of the security measures, the nature, scope and context of the processing, the nature of its products and services, the processing risks and the variety of risks, in terms of likelihood and severity, to the rights and freedoms of data subjects which Macaw could expect, given the intended use of its products and services.
- 25.2 Unless explicitly stated otherwise in the contract, Macaw’s product or service is not designed for the processing of special categories of personal data or data relating to criminal convictions or criminal offenses.
- 25.3 Macaw shall strive to ensure that the security measures to be taken are appropriate for the intended use of the product or service.
- 25.4 In the opinion of the customer, taking into account the factors referred to in Article 25.1, the security measures described offer a level of security tailored to the risk of processing the personal data used or provided by the customer.
- 25.5 Macaw may make changes to the security measures taken if it deems this necessary in order to continue to provide an appropriate level of security. Macaw will document important changes and inform the customer of these changes where relevant.
- 25.6 The customer may request that Macaw take further security measures. Macaw is not obliged to make changes to its security measures upon such a request. Macaw may charge to the customer the costs associated with the changes made at the customer’s request. Macaw is only obliged to

actually implement these security measures after the modified security measures desired by the customer have been agreed by the parties in writing.

Artikel 26 Personal data breaches

- 26.1 Macaw does not guarantee that the security measures provided will be effective under all circumstances. If Macaw discovers a personal data breach, it will inform the customer without undue delay. The contract specifies how Macaw will inform the customer about personal data breaches. If no specific agreements have been made, Macaw will contact the customer's contact person in the usual manner.
- 26.2 It is up to the controller (the customer or its client) to judge whether the personal data breach which Macaw has communicated must be reported to the regulator or data subject(s). Reporting personal data breaches shall at all times remain the responsibility of the controller (the customer or its client). Macaw is not obliged to report personal data breaches to the regulator and/or data subject(s).
- 26.3 If needed, Macaw will provide further information about the personal data breach and extend its cooperation in providing necessary information to the customer for the purpose of reporting to the regulator or data subject(s).
- 26.4 Macaw may charge the reasonable costs it incurs in this context to the customer based on Macaw's applicable rates at that time.

Artikel 27 Confidentiality

- 27.1 Macaw guarantees that the persons who process personal data under its responsibility are bound by a duty of confidentiality.
- 27.2 Macaw is entitled to provide personal data to third parties if and insofar as such provision is required in accordance with a court decision or a statutory requirement, based on a competently issued order given by a government agency, or if and insofar as doing so is necessary for the proper performance of the contract.

Artikel 28 Obligations upon termination

- 28.1 In the event of termination of the processing agreement, Macaw will delete all personal data in its possession and which it has received from the customer within the period agreed in the contract so that the data can no longer be used or accessed, or, if agreed, will return the data to the customer in a machine-readable format.
- 28.2 Macaw may charge any costs it incurs in the context of the provisions in the previous paragraph to the customer. Further agreements about this may be stipulated in the contract.
- 28.3 The provisions in Article 28.1 shall not apply if a statutory regulation precludes the full or partial deletion or return of the personal data by Macaw. In such cases, Macaw shall only continue to process the personal data to the extent necessary under its statutory obligations. The provisions in Article 28.1 also shall not apply if Macaw is the controller of the personal data within the meaning of the GDPR.

Artikel 29 Rights of data subjects and audit rights

- 29.1 Where possible, Macaw will cooperate with reasonable requests from the customer which relate to data subject rights invoked by data subjects of the customer. If Macaw is directly approached by a data subject, it will refer the data subject to the customer where possible.
- 29.2 At the customer's request, Macaw will make all information available which is reasonably necessary to demonstrate compliance with the agreements made in the contract regarding the processing of personal data. . If the customer nevertheless has reason to believe that the processing of personal data is not taking place according to the contract, it may, at its own expense

and no more than once per year, have an audit performed by an independent, certified external expert who has demonstrable experience with the type of processing carried out based on the contract. Macaw has the right to refuse an expert if, in Macaw's opinion, this expert affects its competitive position. The audit shall be limited to checking compliance with the agreements related to processing personal data as set out in the contract. The expert shall be bound by a duty of confidentiality with regard to what he/she finds and shall only report those findings to the customer which constitute a shortcoming in the fulfillment of Macaw's obligations under the contract. The expert shall first provide Macaw with a copy of its draft report so that Macaw can give its opinion on the draft report to the expert. The expert shall then provide Macaw with a final report. Macaw may refuse an expert, audit or instruction from the expert if, in Macaw's opinion, this expert, audit or instruction is in violation of the GDPR or other legislation or constitutes an unacceptable breach of the security measures taken by Macaw.

- 29.3 The parties shall consult on the results in the report as soon as possible. The parties shall follow the proposed measures for improvement set out in the report insofar as this can reasonably be expected of them. Macaw shall implement the proposed measures for improvement to the extent that it believes these are appropriate, taking into account the processing risks associated with its product or service, the state of the art, the implementation costs, the market in which it operates and the intended use of the product or service.
- 29.4 Macaw has the right to charge the costs it incurs in the context of the provisions in this article to the customer.

Artikel 30 Sub-processors

- 30.1 Macaw has indicated in the contract whether and, if so, which third parties (sub-processors) Macaw will engage in the processing of personal data.
- 30.2 The customer grants Macaw permission to engage other sub-processors to perform its obligations arising from the contract.
- 30.3 Macaw shall inform the customer about changes to the third parties engaged by Macaw. The customer has the right to object to such changes by Macaw as referred to above.

Chapter 3 Software as a Service (SaaS)

The provisions in this “Software as a Service” chapter shall apply in addition to the general provisions of these general terms and conditions if Macaw performs services under the name or in the field of Software as a Service (SaaS). For the application of these general terms and conditions, SaaS means a service by which Macaw makes functionality available to the customer remotely through the Internet or another data network, and maintains this availability remotely, without providing a physical carrier or download with the underlying software concerned to the customer.

Artikel 31 Provision of SaaS

- 31.1 Macaw shall provide SaaS on the instructions of the customer. The customer may only use the SaaS for its own company or organization and only insofar as doing so is necessary for the use intended by Macaw. The customer may not allow third parties to make use of the SaaS provided by Macaw.
- 31.2 Macaw may change the content or scope of the SaaS delivery model. If such changes are substantial and result in a change in procedures applicable at the customer, Macaw shall inform the customer about this as soon as possible. The costs of this change shall be borne by the customer. The customer may in this case give notice of termination of the contract, which termination shall then take effect on the date on which the change takes effect, unless the change is related to changes in relevant legislation or other instructions issued by competent bodies, or Macaw bears the costs of this change.
- 31.3 Macaw may continue to provide the SaaS using a new or modified version of the underlying software. Macaw is not obliged to maintain, modify or add certain features or functionalities of the service specifically for the customer.
- 31.4 Macaw may temporarily put all or part of the SaaS out of operation for preventive, corrective or adaptive maintenance or other forms of service. Macaw shall not allow the period during which the service is out of operation to last longer than necessary and shall ensure if possible that this period occurs at times when the SaaS is generally used least intensively.
- 31.5 Macaw is never obliged to provide the customer with a physical carrier or download with the underlying software.
- 31.6 In the absence of additional agreements in this regard, the customer shall itself further organize, parameterize and tune the SaaS, convert and upload any data and, if necessary, modify the equipment and operating environment used.

Artikel 32 Guarantee

- 32.1 Macaw does not guarantee that the SaaS is free of errors and will function without interruption. Macaw shall strive to the best of its ability to fix the errors in the underlying software referred to in this article within a reasonable term if and insofar as the matter concerns underlying software developed by Macaw itself and the customer has provided a detailed, written description of the errors concerned to Macaw. Where there are grounds for doing so, Macaw may postpone the fixing of errors until a new version of the underlying software is put into operation. Macaw does not guarantee that errors in the SaaS that it has not developed itself will be fixed. Macaw is entitled to apply temporary solutions or software workarounds or problem-avoiding restrictions in the SaaS. If all or part of the SaaS has been developed on the instructions of the customer, Macaw may charge the costs of fixing to the customer in accordance with Macaw’s usual rates. Macaw is never obliged to fix faults other than those referred to in this article. In the event that is Macaw is willing to perform activities to fix such other faults, Macaw is entitled to charge a separate fee for this.
- 32.2 Based on the information provided by Macaw concerning measures to prevent and limit the effects of malfunctions, errors and other faults in the SaaS, corruption or loss of data or other incidents, the customer shall identify and list the risks to its organization and take additional measures if necessary. Macaw declares that it is prepared to provide assistance, at the customer’s

request, to the extent reasonable and according to the financial and other conditions set by Macaw, with respect to further measures to be taken by the customer. Macaw is never obliged to restore data that has been corrupted or lost other than, where possible, restoring the last available backup of the data concerned.

- 32.3 Macaw does not guarantee that the SaaS will be adapted to changes in relevant laws and regulations on time.

Artikel 33 Commencement of the service; payment

- 33.1 The SaaS (and any corresponding support) to be provided by Macaw shall commence within a reasonable term following the conclusion of the contract. Unless agreed otherwise, the SaaS shall commence upon Macaw's provision of the means to gain access to the SaaS provided by Macaw. The customer shall promptly ensure that it has the facilities required to use the SaaS following the conclusion of the contract.
- 33.2 The customer shall owe the payment specified in the contract for the SaaS. In the absence of an agreed payment schedule, all amounts that relate to the SaaS provided by Macaw shall be owed each calendar month in advance.

Artikel 34 Additional provisions

- 34.1 The following articles apply *mutatis mutandis* to the SaaS: 35.3, 35.5, 35.8, 37.13 (except in reference to Article 41), 37.11, 49.4, 50.1, 50.2, 63.2 and 63.4 and 64. In these articles, the words "software" should be interpreted as "SaaS" and "delivery" as "commencement of the service".

Chapter 4 Software

The provisions in this "Software" chapter shall apply in addition to the general provisions of these general terms and conditions if Macaw makes software, apps, associated data(bases) and/or user documentation (collectively referred to in these general terms and conditions as "software") available to the customer for use other than on the basis of SaaS.

Artikel 35 Right of use and use restrictions on use

- 35.1 Macaw shall make the agreed software available to the customer for use for the duration of the contract on the basis of a license for use. The right to use the software is non-exclusive and may not be transferred, pledged or sub-licensed.
- 35.2 Macaw's obligation to make available and the customer's right of use extend only to the software's object code. The customer's right of use does not extend to the software's source code. The software's source code and technical documentation prepared during the development of the software shall not be made available to the customer, not even if the customer is prepared to pay a financial amount for the source code and technical documentation.
- 35.3 The customer shall always strictly comply with the agreed restrictions on the use of the software, regardless of the nature or content of these restrictions.
- 35.4 If the parties have agreed that the software may only be used in combination with certain equipment, the customer shall in the event of any malfunction of this equipment be entitled to use the software on other equipment with the same qualifications during the time that the original equipment remains defective.
- 35.5 Macaw may require that the customer only start using the software after having received one or more codes needed for use from Macaw, Macaw's supplier or the producer of the software.
- 35.6 The customer may only use the software in and for its own company or organization and only insofar as doing so is necessary for the intended use. The customer shall not use the software for third parties, for example in the context of Software as a Service (SaaS) or outsourcing.
- 35.7 The customer may never sell, rent out, dispose of or grant limited rights to, or make available to third parties the software, the associated codes for use and the carriers on which the software is or will be recorded, in any way whatsoever for whatever purpose or under whatever title. The customer may also not grant, whether or not remotely (online), a third party access to the software or place the software with a third party for hosting, not even if the third party concerned only uses the software for the customer.
- 35.8 If so requested, the customer shall cooperate without delay in an investigation into compliance with the agreed restrictions on use carried out by or for Macaw. Should Macaw so demand, the customer shall grant Macaw access to its buildings and systems. Insofar as such information does not concern the use of the software itself, Macaw shall treat all confidential business information that it obtains from the customer or at the customer's business location in the context of an investigation as confidential.
- 35.9 The parties maintain that the contract concluded between the parties, insofar as the object of this contract is the making available of software for use, shall never be deemed to be a purchase contract.
- 35.10 Macaw is not obliged to maintain the software and/or provide support to users and/or administrators of the software. If, contrary to the foregoing, Macaw is asked to perform maintenance work and/or provide support with respect to the software, Macaw may require that the customer enter into a separate, written contract for this purpose.

Artikel 36 Delivery and installation

- 36.1 At its discretion, Macaw shall deliver the software on the agreed type of data carrier or, if no agreements have been made in this regard, on a type of data carrier determined by Macaw, or shall make the software available to the customer online. At Macaw's discretion, any agreed user

documentation shall be made available in printed or digital format in a language determined by Macaw.

- 36.2 Macaw shall only install the software at the customer's business location if this has been agreed between the parties. If no agreements have been made for the purpose, the customer shall itself install, organize, parameterize, tune and, if necessary, modify the equipment and operating environment used.

Artikel 37 Acceptance

- 37.1 If the parties have not agreed on an acceptance test, the customer shall accept the software in the state that it is in when delivered ("as is, where is"), therefore with all visible and invisible errors and defects, without prejudice to Macaw's obligations as described in Article 41. In the aforementioned case, the software shall be deemed to have been accepted by the customer upon delivery or, if installation by Macaw has been agreed in writing, upon completion of installation.
- 37.2 The provisions of paragraphs 37.3 through 37.14 shall apply if an acceptance test has been agreed between the parties.
- 37.3 In these general terms and conditions, "error" means substantial failure of the software to meet the functional or technical specifications of the software made known by Macaw in writing and, if all or part of the software concerns customized software, to meet the functional or technical specifications agreed in writing. An error only applies if it can be demonstrated by the customer and if it is reproducible. The customer must report errors without delay. Any obligation of Macaw is limited to errors within the meaning of these general terms and conditions. The supplier does not have any obligation whatsoever with respect to other faults in or on the software.
- 37.4 If an acceptance test has been agreed, it shall consist of the execution by the customer of a collection of test cases compiled by the customer. This in any case includes the following activities: (i) installing the software on the computer system intended for acceptance prior to the acceptance test, (ii) compiling the collection of test cases and recording test input and test files in machine-readable format, (iii) determining the expected output according to the expressly agreed technical and functional specifications and (iv) interpreting and analyzing the outcomes of the acceptance test.
- 37.5 If an acceptance test has been agreed, the test period shall amount to ten working days following delivery or, if installation by Macaw has been agreed in writing, ten working days following the completion of installation. The customer may not use the software for production or operational purposes during the test period. The customer shall carry out the agreed acceptance test with qualified personnel and with sufficient scope and depth. Macaw shall provide the assistance requested by the client for the acceptance test to the best of its ability, subject to payment of the agreed hourly rate or, in the absence of an agreed hourly rate, the usual hourly rate. If it becomes apparent during the performance of the acceptance test that the progress of the acceptance test is being impeded due to the software not functioning properly, the customer shall inform Macaw about this in detail in writing with a clear and sufficient indication of the problem. In this case the acceptance period will be interrupted until Macaw has modified the software in such a way that the impediment is rectified, after which the acceptance test shall immediately be resumed.
- 37.6 If an acceptance test has been agreed, the customer must check whether the software delivered meets the functional or technical specifications made known by Macaw in writing and, if and to the extent that all or part of the software concerns customized software, meets the functional or technical specifications agreed in writing.
- 37.7 If data is used during the testing on behalf of the customer, the customer shall ensure that the use of this data for this purpose is permitted.
- 37.8 The software shall be deemed by the parties to have been accepted:
- 37.8.a if the parties have agreed on an acceptance test:
 - 37.8.b on the first day following the test period, or:

- 37.8.c if Macaw receives a test report as referred to in Article 37.8 prior to the end of the test period: at the time at which the errors stated in this test report have been fixed, notwithstanding the presence of errors that, according to Article 37.9, do not prevent acceptance, or;
- 37.8.d if the customer uses the software in any way for production or operational purposes: at the time at which this use occurs.
- 37.8.e if changes have been made to the software, its source code, its configuration or any of its other components by or on the instructions of the customer.
- 37.9 If it becomes apparent during performance of the agreed acceptance test that the software contains errors, the customer shall report the test results to Macaw in writing in a clear, detailed and comprehensible manner no later than on the last day of the test period. Macaw shall strive to the best of its ability to fix the errors referred to within a reasonable term. Macaw shall be entitled to install temporary solutions, software workarounds or problem-avoiding restrictions in this regard.
- 37.10 The customer may not refuse to accept the software for reasons that are not related to the specifications agreed in writing between the parties and, furthermore, may not refuse to accept the software because of the existence of minor errors, these being errors that do not reasonably prevent the operational or productive use of the software, the foregoing without prejudice to Macaw's obligation to fix these minor errors in the context of the guarantee scheme referred to in Article 41. In addition, acceptance may not be refused because of aspects of the software that can only be assessed subjectively, such as aesthetic aspects of user interfaces.
- 37.11 Upon acceptance, Macaw may require the customer to sign a "Proof of Acceptance" in a format to be determined by Macaw.
- 37.12 If the software is delivered and tested in phases and/or parts, non-acceptance of a certain phase and/or part shall be without prejudice to the acceptance of a previous phase and/or a different part.
- 37.13 Acceptance of the software in one of the ways referred to in this article shall serve to discharge Macaw of its obligations regarding making the software available and delivering the software and, if installation of the software by Macaw has also been agreed, of its obligations regarding installation.
- 37.14 Acceptance of the software shall be without prejudice to the customer's rights based on Article 37.10 regarding minor errors and Article 41 regarding the guarantee.

Artikel 38 Availability

- 38.1 Macaw shall make the software available within a reasonable term following the conclusion of the contract.
- 38.2 Following the end of the contract, the customer shall return all copies of the software in its possession to Macaw without delay. If it has been agreed that the customer must destroy the copies concerned at the end of the contract, the customer shall report the destruction of the copies to Macaw in writing without delay. At or following the end of the contract, Macaw shall not be obliged to provide assistance for the purpose of a data conversion desired by the customer.

Artikel 39 Payment for the right of use

- 39.1 The customer must pay the amount owed for the right of use at the agreed times or, if a time has not been agreed:
 - 39.1.a if the parties have not agreed that Macaw shall install the software:
 - 39.1.b when the software is delivered;
 - 39.1.c or, in the case of periodically owed payments for the right of use, when the software is delivered and subsequently at the start of each new right of use term;
 - 39.1.d if the parties have agreed that Macaw shall install the software:

39.1.e upon completion of installation;

39.1.f or, in the case of periodically owed payments for the right of use, when the installation is complete and subsequently at the start of each new right of use term.

Artikel 40 Changes in the software

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

Artikel 41 Guarantee

41.1 Macaw shall strive to the best of its ability to fix errors as referred to in Article 37.3 within a reasonable term if these errors are reported in writing in a detailed manner to Macaw within a period of three months following delivery or, if an acceptance test has been agreed, within three months following acceptance. Macaw does not guarantee that the software is suitable for actual use and/or the intended use. Macaw also does not guarantee that the software will operate without interruption and/or that all errors will always be fixed. Fixing work shall be carried out free of charge unless the software has been developed on the instructions of the customer other than for a fixed price, in which case Macaw shall charge the costs of fixing in accordance with its usual rates.

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

41.3 The fixing of errors shall take place at a location and in a manner determined by Macaw. Macaw is entitled to apply temporary solutions or software workarounds or problem-avoiding restrictions in the software.

41.4 Macaw is never obliged to restore data that has been corrupted or lost.

41.5 Macaw does not have any obligation whatsoever, of whatever nature or content, with respect to errors reported after the end of the guarantee period referred to in Article 41.1.

Chapter 5 Development platforms and software solutions

The provisions in this "Development of software and websites" chapter shall apply in addition to the general provisions of these general terms and conditions if Macaw designs and/or develops software as described in Chapter 4 and/or websites for the customer and, if applicable, installs the software and/or websites.

Artikel 42 Specifications and development of software and/or websites

- 42.1 Development shall always take place on the basis of a commission contract. If specifications or a design of the software and/or website to be developed have not already been provided to Macaw prior to the conclusion of the contract or are not provided when the contract is concluded, the parties shall in consultation specify, in writing, the software and/or website to be developed and the manner in which the development is to be carried out.
- 42.2 Macaw shall develop the software and/or website with due care in accordance with the expressly agreed specifications or design and, if applicable, taking into account the project organization, methods, techniques and/or procedures agreed in writing with the customer. Macaw may require that the customer agree to the specifications or design in writing prior to commencement of the development work.
- 42.3 In the absence of specific agreements on the matter, Macaw shall commence the design and/or development work within a term that it deems reasonable following the conclusion of the contract.
- 42.4 If so requested, the customer shall make it possible for Macaw to perform work outside the usual working days and working hours at the customer's office or location.
- 42.5 Macaw's performance obligations with respect to the development of a website do not include making a content management system available.
- 42.6 If the parties agree that, in addition to the development, Macaw will also provide training, maintenance and/or support and/or that Macaw will also request a domain name, Macaw may require the customer to enter into a separate written agreement for this purpose. Macaw shall charge for this work in accordance with its usual rates.
- 42.7 If, pursuant to the contract, Macaw performs services for the customer with respect to a domain name, such as the request, extension, sale or transfer thereof to a third party, the customer must observe the rules and working method of the body or bodies concerned. If so requested, Macaw shall provide a written copy of these rules to the customer. Macaw expressly does not accept any responsibility for the accuracy and timeliness of the provision of services or achievement of the results intended by the customer. The customer must pay all costs associated with the request and/or registration in accordance with the agreed rates or, in the absence of agreed rates, Macaw's usual rates. Macaw does not guarantee that a domain name desired by the customer will be granted to the customer.

Artikel 43 Agile development of software/websites

- 43.1 If the parties use an iterative development method (e.g. Scrum), the parties shall accept: (i) that, at the start, the work will not be performed on the basis of complete or fully detailed specifications; and (ii) that specifications, which may or may not have been agreed on commencement of the work, may be changed, in consultation and with due observance of the project approach that forms part of the development method concerned, during the performance of the contract.
- 43.2 Before the start of the performance of the contract, the parties shall put together one or more teams which consist of representatives from both the customer and Macaw. The team(s) shall ensure that the communication lines remain short and direct, and that regular consultations are held. The parties shall provide the capacity (FTEs) agreed by each of them to team members in the roles and with the knowledge, experience and decision-making authority required for the performance of the contract. The parties accept that the agreed capacity is the minimum necessary for the success of the project. Once key persons have been deployed, the parties shall make every effort to keep such persons available as much as reasonably possible until the end of

the project, unless circumstances arise which are beyond the control of the party concerned. During the performance of the contract, the parties shall make decisions in consultation regarding the specifications that shall apply in the subsequent phase of the project (a time box, for example) and/or in the subsequent, constituent development process. The customer accepts the risk that the software and/or website may not necessarily meet all specifications provided by the customer or agreed between the parties. The customer shall ensure that relevant end users permanently and actively contribute and cooperate with respect to, among other things, testing and (further) decision-making, and that the contributions and cooperation of these end users is supported by the customer's organization. The customer guarantees expeditiousness with respect to the progress-related decisions that it must make during the performance of the contract. If the customer fails to make clear progress-related decisions in a timely manner in accordance with the project approach that forms part of the development method concerned, Macaw shall be entitled, though not obliged, to make the decisions that it deems to be appropriate.

- 43.3 If the parties agree on one or more test moments, testing will only be carried out based on objective, measurable and pre-agreed criteria (such as conforming to development standards). Errors or other faults will only be fixed if the responsible team decides to do so, in which case the fix will be implemented in a subsequent iteration. If this turns out to require an additional iteration, the costs will be borne by the customer. Macaw is not obliged to fix any errors or other faults after the last development phase.

Artikel 44 Delivery, installation and acceptance

- 44.1 The provisions of Article 36 concerning delivery and installation apply mutatis mutandis.
- 44.2 Unless, pursuant to the contract, Macaw must host the software and/or website on its own computer system for the customer, Macaw shall deliver the software and/or website to the customer on a data carrier and in a format determined by Macaw, or shall make the software and/or website available to the customer online.
- 44.3 The provisions of Article 37 of these general terms and conditions concerning acceptance apply mutatis mutandis.
- 44.4 The provisions of Articles 37.1 and 37.2, Articles 37.4 through 37.9, Article 37.12, Article 41.1. and Article 41.5 shall not apply if the parties use a development method as referred to in Article 43. The customer shall accept the software and/or website in the state that it is in at the end of the last development phase ("as is, where is").

Artikel 45 Right of use

- 45.1 Macaw shall make the software and/or website developed on the instructions of the customer and any associated user documentation developed available to the customer for use.
- 45.2 The source code of the software and the technical documentation prepared during development of the software shall only be made available to the customer if this has been agreed in writing, in which case the customer shall be entitled to make changes to the software.
- 45.3 Macaw is not obliged to make available the support software and program or data libraries required for the use and/or maintenance of the software and/or website.
- 45.4 The provisions of Article 35 concerning right of use and restrictions on use apply mutatis mutandis.
- 45.5 No restrictions on use of the software and/or website made available and paid for by the customer shall apply to the customer, contrary to the stipulation of Article 45.4, only if the content of the written contract expressly shows that all design and development costs of the software developed specifically for the client by Macaw shall fully and exclusively be borne by the customer.

Artikel 46 Payment

- 46.1 In the absence of an agreed payment schedule, all amounts that relate to the design and development of software and/or websites shall be payable each calendar month in arrears.

- 46.2 The price for the development work also includes the fee for the right to use the software and/or website for the duration of the contract.
- 46.3 The payment for the development of the software and/or website does not include a payment for support software and program and data libraries, and any installation services and any modification and/or maintenance of the software and/or website required by the customer. The payment also does not include the provision of support to users of the software.

Artikel 47 Guarantee

- 47.1 The provisions of Article 41 concerning the guarantee apply mutatis mutandis.
- 47.2 Macaw does not guarantee that the software and/or website it has developed will function properly with all types or new versions of web browsers and any other software and/or websites, except that which has been explicitly agreed and described in the project description or Schedule of Requirements. Macaw also does not guarantee that the software and/or website will function properly with all types of equipment, except that equipment which has been explicitly agreed and described in the project description or Schedule of Requirements. Software in this context also includes APIs (Application Programming Interfaces) and plug-ins.

Chapter 6 Software maintenance and support

The provisions in this “Software maintenance and support” chapter shall apply in addition to the general provisions of these general terms and conditions if Macaw performs services in the field of software maintenance and support in the use of that software.

Artikel 48 Maintenance services

- 48.1 If agreed, Macaw shall perform maintenance work with respect to the software specified in the contract. The maintenance obligation includes fixing errors in the software within the meaning of Article 37.3 and, exclusively if agreed in writing, making new versions of the software available in accordance with Article 49.
- 48.2 The customer must report errors discovered in the software in detail. Following receipt of the report, Macaw shall strive to the best of its ability to fix errors and/or implement improvements in later, new versions of the software in accordance with its usual procedures. Depending on the urgency and Macaw’s version and release policy, the results shall be made available to the customer in a manner and within a term determined by Macaw. Macaw is entitled to apply temporary solutions or software workarounds or problem-avoiding restrictions in the software. The customer shall itself install, organize, parameterize and tune the corrected software or the new version of the software made available, and, if necessary, modify the equipment and operating environment used. Macaw is never obliged to fix faults other than those referred to in this article. In the event that Macaw is willing to perform activities to fix such other faults, Macaw is entitled to charge a separate fee for this.
- 48.3 The provisions of Articles 41.3 and 41.4 apply mutatis mutandis.
- 48.4 If Macaw performs maintenance work online, the customer shall promptly ensure that a proper and adequately secured infrastructure and network facilities are in place.
- 48.5 The customer shall extend the cooperation required by Macaw in the context of maintenance, including temporarily ceasing use of the software and making a backup of all data.
- 48.6 If the maintenance work relates to software that has not been supplied to the customer by Macaw, the customer, if Macaw believes this is necessary or desirable for the maintenance work, shall make the source code and the technical (development) documentation of the software, including data models, designs, change logs and the like, available. The customer guarantees that it is entitled to make the aforementioned items available. The customer grants Macaw the right to use and change the software, including the source code and technical (development) documentation, in the context of performing the agreed maintenance work.

Artikel 49 New versions of software

- 49.1 Maintenance shall include making new versions of the software available only if and insofar as this has been agreed in writing. If maintenance includes making new versions of the software available, these shall be made available at Macaw’s discretion.
- 49.2 Three months after an improved version has been made available, Macaw shall no longer be obliged to fix errors in the previous version and to provide support and/or perform maintenance work with respect to a previous version. The customer is aware that using anything other than the latest version of the software may involve risks, including with regard to information security. Macaw shall never be liable for the materialization of the risks concerned.
- 49.3 Macaw may require that the customer enter into a further written contract with Macaw for a version with new functionality and that a further payment be made for this version. Macaw may incorporate functionality from a previous version of the software in unaltered form, but does not guarantee that each new version will include the same functionality as the previous version. Macaw is not obliged to maintain, modify or add certain features or functionalities of the software specifically for the customer.

- 49.4 Macaw may require that the customer modify its system (equipment, web browser, software and the like) if doing so is necessary for the proper functioning of a new version of the software.

Artikel 50 Support services

- 50.1 If the services provided by Macaw under the contract include the provision of support to users and/or administrators of the software, Macaw shall provide, by telephone or email, advice on the use and functioning of the software specified in the contract. The customer shall describe reports in the context of support as comprehensively and in as much detail as possible in order to give Macaw the opportunity to respond adequately. Macaw may set conditions with respect to the manner of reporting, qualifications and the number of persons eligible for support. Macaw shall handle properly substantiated requests for support within a reasonable term in accordance with its usual procedures. Macaw does not guarantee the accuracy, completeness or timeliness of replies or the support offered. Support services shall be performed on working days during Macaw's usual business hours.
- 50.2 If the services provided by Macaw under the contract include the provision of standby services, Macaw shall ensure that one or more staff members are available on the days and during the times specified in the contract. The customer shall in this case be entitled in the event of urgency to call in the support of staff members on standby if there are serious malfunctions, errors or other serious faults in the operation of the software. Macaw does not guarantee that these issues will be repaired speedily.
- 50.3 The maintenance and other agreed services as referred to in this chapter shall be performed as from the date on which the contract is concluded, unless the parties have agreed otherwise in writing.

Artikel 51 Payment

- 51.1 In the absence of an expressly agreed payment schedule, all amounts that relate to the maintenance of the software and the other services as referred to in this chapter and laid down in the contract shall be payable each calendar month in advance.
- 51.2 Amounts relating to the maintenance of the software and the other services as referred to in this chapter and laid down in the contract shall be payable from the moment of commencement of the contract. The payment for maintenance and other services shall be due regardless of whether or not the customer is using the software or exercising the option of maintenance or support.

Chapter 7 Advice and consultancy

The provisions in this "Advice and consultancy" chapter shall apply in addition to the general provisions of these general terms and conditions if Macaw performs services in the field of advice and consultancy which are not performed under the management and supervision of the customer.

Artikel 52 Performance of advisory and consultancy services

- 52.1 Macaw will perform the advisory and consultancy services entirely independently, at its own discretion and not under the supervision or direction of the customer.
- 52.2 Macaw shall not be bound by an assignment turnaround time, because the turnaround time of an assignment in the field of advice and consultancy depends on various factors and circumstances, such as the quality of the data and information provided by the customer and the cooperation of the customer and relevant third parties.
- 52.3 Macaw's services shall only be performed on its usual working days and during its usual business hours.
- 52.4 The use that the customer makes of advice and/or a consultancy report issued by Macaw shall always be at the customer's risk. The onus to prove that the advisory and consultancy services or the way in which they are performed are not in conformance with that which has been agreed in writing or may be expected from a competent supplier acting reasonably is entirely on the customer, without prejudice to Macaw's right to furnish evidence to the contrary through all means.
- 52.5 Without Macaw's prior written permission, the customer may not disclose Macaw's way of working, methods and techniques and/or the content of Macaw's advice or reports to third parties. The customer may not provide Macaw's advice or reports to a third party or otherwise make Macaw's advice or reports public.

Artikel 53 Reporting

- 53.1 Macaw shall periodically inform the customer, in the manner agreed in writing, about the performance of the work. The customer shall inform Macaw in advance and in writing about circumstances of importance or circumstances that could be of importance to Macaw, such as the manner of reporting, the issues to be addressed, the customer's prioritization, the availability of resources and personnel of the customer, and special facts or circumstances or facts or circumstances of which Macaw might be unaware. The customer shall ensure that the information provided by Macaw is further disseminated and noted within the customer's organization and that it is assessed partly on the basis of this inspection, and shall inform Macaw about this inspection and assessment.

Artikel 54 Payment

- 54.1 In the absence of an expressly agreed payment schedule, all amounts that relate to the services provided by Macaw as referred to in this chapter shall be payable each calendar month in arrears.

Chapter 8 Secondment services

The provisions in this "Secondment services" chapter shall apply in addition to the general provisions of these general terms and conditions if the supplier makes one or more of its employees available to work under the management and supervision of the customer.

Artikel 55 Secondment services

- 55.1 Macaw shall make the employee specified in the contract available to perform work under the management and supervision of the customer. The results of the work are at the customer's risk. Unless otherwise agreed in writing, the employee shall be made available to the customer for 40 hours a week during Macaw's usual working days.
- 55.2 The customer may only deploy the employee made available to perform work other than the agreed work if Macaw has agreed to the performance of that other work in advance and in writing.
- 55.3 The customer may only second the employee made available to a third party for the purpose of performing work under the management and supervision of that third party if this has expressly been agreed in writing.
- 55.4 Macaw shall endeavor to ensure that the employee made available remains available to perform work for the duration of the contract during the agreed days, except in the event of illness or if the employee leaves Macaw's employment. If the contract has been entered into with a view to performance by a specific person, Macaw shall also always be entitled, following consultation with the customer, to replace this person with one or more persons who have the same qualifications within a term deemed reasonable by Macaw, taking into account the availability of a suitable replacement.
- 55.5 The customer shall be entitled to request that the employee made available be replaced (i) if the employee made available demonstrably fails to meet the expressly agreed quality requirements and the customer makes this known to Macaw, with substantiation, within three working days following commencement of the work, or (ii) in the event of prolonged illness on the part of the employee made available or if the employee leaves Macaw's employment. Macaw shall handle such a request without delay as a matter of priority. Macaw does not guarantee that replacement will always be possible. If replacement is not possible or is not possible promptly, the customer's rights with respect to further performance of the contract shall cease to have effect, as shall all claims of the customer due to non-performance of the contract. The customer's payment obligations with respect to the work performed shall continue to apply in full.

Artikel 56 Term of the secondment agreement

- 56.1 In derogation from the provisions of Article 4 of these general terms and conditions, if nothing has been agreed between the parties regarding the term of secondment, the secondment contract shall be an open-ended one, in which case a notice period of one calendar month following any initial term shall apply for each party. Notice of termination must be given in writing.

Artikel 57 Working week, working hours and working conditions

- 57.1 The working hours, vacation time, break periods, working week length and other relevant working conditions of the employee made available shall be the same as the customer's usual conditions. The customer guarantees that the working hours, vacation time, break periods and working week length are in compliance with relevant laws and regulations.
- 57.2 The customer shall inform Macaw about an intended temporary or permanent closure of its company or organization.

Artikel 58 Overtime compensation and travel time

- 58.1 If, on the instructions or at the request of the customer, the employee made available works more hours per day than the agreed or usual number of working hours or works on days other than Macaw's usual working days, the customer shall owe the agreed overtime rate for these hours or, in the absence of an agreed overtime rate, Macaw's usual overtime rate. If so requested, Macaw shall inform the customer about the current overtime rates.
- 58.2 Costs and travel time shall be charged to the customer in accordance with Macaw's usual rules and standards. If so requested, Macaw shall inform the customer about the usual rules and standards in place for that purpose.

Artikel 59 Recipients' liability and other liability

- 59.1 Macaw shall ensure the full and timely payment of amounts payable in relation to the employee made available under the contract in terms of payroll tax, national insurance contributions, employee insurance contributions, income-independent contributions under the Health Insurance Act and sales tax. Macaw indemnifies the customer against any and all claims of the Dutch Tax and Customs Administration or agencies tasked with implementing social insurance legislation pursuant to the contract with the customer, subject to the condition that the customer immediately informs Macaw in writing about the existence and content of the claim and leaves the settlement of the claim, including any arrangements made in this regard, entirely to Macaw. The customer shall provide the powers of attorney and information required to Macaw and assist Macaw to defend itself, if necessary in the name of the customer, against such claims.
- 59.2 Macaw does not accept any liability for the quality of the results produced by work performed under the management and supervision of the customer.

Chapter 9 Education and training

The provisions in this “Education and training” chapter shall apply in addition to the general provisions of these general terms and conditions if the supplier provides services, under whatever name and in any manner whatsoever (for example in electronic form), in the field of education, training, courses, workshops, seminars and the like (hereinafter referred to as “training course”).

Artikel 60 Registration and cancellation

- 60.1 A training course must be registered for in writing. Registration is binding following its confirmation by Macaw.
- 60.2 The customer is responsible for the choice and suitability of the training course for the participants. A lack of prior knowledge on the part of a participant does not affect the customer’s obligations under the contract. The customer may replace a training course participant with another participant with Macaw’s prior written permission.
- 60.3 If, in the opinion of Macaw, the number of registrations constitutes a reason for doing so, Macaw shall be entitled to cancel the training course, to combine it with one or more training courses or provide it at a later date. Macaw reserves the right to change the location of the training course. Macaw is entitled to change the training course in organizational terms and in terms of content.
- 60.4 The consequences of cancellation of participation in a training course by the customer or participants are governed by Macaw’s usual rules. A cancellation must always be effected in writing prior to the training course or the part of the training course concerned. Cancellation or non-attendance does not affect the customer’s obligations under the contract.

Artikel 61 Delivery of training courses

- 61.1 The customer accepts that Macaw shall determine the content and depth of the training course.
- 61.2 The customer shall inform the participants about the obligations under the contract and the rules of conduct and other rules prescribed by Macaw for participation in the training course, and shall ensure compliance with these obligations and rules.
- 61.3 If Macaw uses its own equipment or software to provide the training course, it does not guarantee that this equipment or software is free of errors and will function without interruption. If Macaw provides the training course at the customer’s location, the customer shall ensure the availability of an appropriate training space and properly operating equipment and software. If the customer’s facilities are not adequate and the quality of the training course therefore cannot be guaranteed, Macaw is entitled to suspend, shorten or terminate the course.
- 61.4 Administering an examination or test does not form part of the contract.
- 61.5 The customer shall owe a separate payment for the documentation, training materials or training resources made available or produced for the training course. The preceding stipulation also applies to any certificates of training or copies of such certificates.
- 61.6 If the training course is provided on the basis of e-learning, the provisions of Chapter 3 “*Software as a Service (SaaS)*” shall apply mutatis mutandis to the greatest extent possible.

Artikel 62 Price and payment

- 62.1 Macaw may require that the customer pay the amounts owed prior to the start of the training course. Macaw may exclude participants from the training course if the customer fails to ensure payment on time, without prejudice to all other rights of Macaw.
- 62.2 If Macaw has carried out preliminary research for a training plan or training advice, the associated costs of this may be charged separately.
- 62.3 Unless Macaw has expressly indicated that the training course is exempt from VAT within the meaning of Section 11 of the Turnover Tax Act 1968, the customer shall also owe VAT on the payment. Macaw shall be entitled to adjust its prices following the conclusion of the contract in

the event of a change in the VAT regime for training courses established under or pursuant to the law.

Chapter 10 Hosting

The provisions in this "Hosting" chapter shall apply in addition to the general provisions of these general terms and conditions if Macaw provides services, under whatever name, in the field of hosting and related services.

Artikel 63 Hosting services

- 63.1 Macaw shall perform the hosting services agreed with the customer.
- 63.2 If the object of the contract is to make disk space of equipment available, the customer shall not exceed the agreed disk space unless the contract expressly provides for the consequences of doing so. The contract shall include making disk space available on a server specifically reserved for the customer only if this has been expressly agreed in writing. All use of disk space, data traffic and other loading of systems and infrastructure shall be limited to the maximums agreed between the parties. The data traffic that is not used by the customer in a given period may not be transferred to a subsequent period. If the agreed maximums are exceeded, Macaw shall charge an additional amount in accordance with the usual rates.
- 63.3 The customer is responsible for the management, including checking the settings, and use of the hosting service, and the way in which the results of the service are used. In the absence of specific agreements on the matter, the customer shall itself install, organize, parameterize and tune the software and support software required and, if necessary, modify the equipment, other software and support software and operating environment used in this regard, and effect the interoperability that it desires. Macaw is not obliged to perform data conversion.
- 63.4 The object of the contract shall include the provision or making available of security, backup, contingency and recovery services only if and insofar as this has been agreed in writing.
- 63.5 Macaw may temporarily put all or part of the hosting service out of operation for preventive, corrective or adaptive maintenance. Macaw shall not allow the period during which the service is out of operation to last longer than necessary and shall ensure if possible that this period occurs outside office hours, and, according to circumstances, have this period commence following consultation with the customer.
- 63.6 If, pursuant to the contract, Macaw performs services for the customer with respect to a domain name, such as the request, extension, sale or transfer thereof to a third party, the customer must observe the rules and working method of the body or bodies concerned. If so requested, Macaw shall provide a written copy of these rules to the customer. Macaw expressly does not accept any responsibility for the accuracy and timeliness of the provision of services or achievement of the results intended by the customer. The customer must pay all costs associated with the request and/or registration in accordance with the agreed rates or, in the absence of agreed rates, Macaw's usual rates. Macaw does not guarantee that a domain name desired by the customer will be granted to the customer.

Artikel 64 Notice and takedown

- 64.1 The customer shall at all times act with due care and lawfully towards third parties, particularly by respecting the intellectual property rights and other rights of third parties and the privacy of third parties, by refraining from disseminating information in a manner that is contrary to the law, from granting unauthorized access to systems and from spreading viruses or other harmful programs or data, and by refraining from committing criminal acts and violating any other legal obligation.
- 64.2 To prevent liability towards third parties or limit the consequences thereof, Macaw is always entitled to take measures with respect to an act or omission of or at the risk of the customer. Should Macaw so demand in writing, the customer shall delete data and/or information from Macaw's systems without delay. If the customer fails to do so, Macaw shall be entitled at its own discretion to delete the data and/or information itself or make it impossible to access the data and/or information. In addition, in the event of a breach or an imminent breach of the provisions of Article 64.1, Macaw shall be entitled to deny the customer access to Macaw's systems with immediate effect and without prior notice. The foregoing shall be without prejudice to any other

measures or the exercise of other legal and contractual rights by Macaw against the customer. Macaw shall in this case also be entitled to terminate the contract with immediate effect without being liable towards the customer for doing so.

- 64.3 Macaw cannot be expected to form an opinion on the merits of the claims of third parties or the customer's defense, or to be involved in any way whatsoever in a dispute between a third party and the customer. The customer shall deal with the third party concerned regarding the matter and inform Macaw in writing. The information provided in this context must be properly substantiated by supporting documents.