1. GENERAL

1.1 Introduction

1.1.1 The purpose of these conditions is to facilitate pleasant co-operation and to protect each other's interests.

1.2 Applicability

1.2.1 These conditions are applicable to all proposals and agreements and/or legal relationships between QPACT and Customer.

1.2.2 QPACT reserves the right to make alterations and/or additions to the General Conditions QPACT. The modified General Conditions QPACT will become applicable, unless objections against modifications are made in writing within 30 (thirty) days of the notification date of the change.

1.2.3 Changes in and additions to the General Conditions QPACT and/or agreements made between QPACT and Customer are only valid when agreed to by QPACT in writing.

1.2.4 If the business name used by Customer denotes more than one (legal) person or organization, each will be responsible for the entire fulfilment of the obligations that may flow forth from the agreement with QPACT.

1.2.5 The headings above the clauses of these conditions are only intended to increase the legibility of this document. The content and meaning of a clause placed under a particular heading is, therefore, not limited to the meaning and content of the heading.

1.3 Definitions

1.3.1 In the General Conditions QPACT the following words and expressions are capitalized. Any of the following words and expressions shown in the singular shall have the same meaning when used in the plural and vice-versa.

1.3.2 Advance:
As further specified in clause 6.4.

1.3.3 Application software:
The application which provides users with a certain functionality. This can be either a (software) QPACT Product, a (software) Third Party Product or software of Customer or of a third party licensed to Customer.

1.3.4 As is:
The properties of the Product are not (fully) described and the Customer indicates that it is sufficiently aware of and / or has tested the properties of the Product and that it accepts the Product as it is offered. The Customer buys on its own profit and loss and the parties rule out an error. With a As is delivery parties waive their right to invoke the provisions of Book 7:17 of the Dutch Civil Code and waive the right to initiate (partial) dissolution, termination or cancellation of that agreement after the delivery or completion or claim this right.

1.3.5 As specified:
Delivery of the Product is in accordance with the written specifications Documentation.

1.3.6 Back-up:
Spare copies of digital data and/or information.

1.3.7 Business Days:
Monday to Friday from 8.30 until 17.00 CET, with the exception of Dutch public holidays.

1.3.8 Customer:
Anyone who requests and orders the delivery of Products and Services.

1.3.9 Custom Work:
The result of Products and Services that are developed or to be developed in commission by Customer.

1.3.10 Data center:
A facility where servers can be connected to a network-environment, i.e. the Internet. A part of the Infrastructure is located in one or more Datacenters.

1.3.11 Documentation:
The (functional) description of the Products and Services, delivered to Customer.

1.3.12 Errors:
The reproducible (full) non-compliance of Products and Services with the Documentation.

1.3.13 Fair Use:
The reasonable use by Customer of the Products and Services.

1.3.14 Feasibility Study:
As further specified in clause 5.1.

1.3.15 Hosting:
The provision of, Maintenance of, and/or access to web space for the purpose of saving information, data, images, or Application Software on Data centers in the QPACT Infrastructure or Third Party Infrastructure.

1.3.16 Identification Codes:
Usernames, passwords, address codes and/or other codes.

1.3.17 Infrastructure:
The set of IT facilities such as hardware and software (including cables) which is used for the processing of data or telephony. Infrastructure includes QPACT Infrastructure, Third Party Infrastructure, customer Infrastructure and Public Infrastructure.

1.3.18 Maintenance:
As further specified in clause 2.3.

1.3.19 Object Code:
The computer programming code principally in binary form. Object Code is immediately executable by a computer after processing, but without reverse engineering, compilation or assembling.

1.3.20 Process-data:
The data entered within the SaaS-service by Customer and/or data entered by third parties.

1.3.21 Products and/or Services:
All QPACT Products and/or Third Party Products provided by QPACT, the resulting provisions and related activities.

1.3.22 Public Infrastructure:
The part of the Infrastructure maintained by third parties and/or delivered to Customer and over which QPACT has no control. The internet is part of Public Infrastructure.

1.3.23 QPACT:

QPACT B.V.(registered at Chamber of Commerce with number 58223258), and its legal successors or affiliated organizations and partners that will enter into an agreement with Customer and have declared the General Conditions QPACT applicable.

1.3.24 QPACT Infrastructure:

The part of the Infrastructure maintained by QPACT and over which QPACT has control.

1.3.25 QPACT Products and Services:

All products and services provided by QPACT and the resulting provisions and related activities, which do not originate from third parties and of which QPACT holds all intellectual property rights, industrial property rights and other rights.

1.3.26 SaaS:

(Software as a Service) constitutes the direct and/or indirect (through a third party) provision of Application Software by QPACT via Hosting.

1.3.27 Standard Software:

General basic software that has not yet been specifically adapted, set up, configured or implemented at Customer's behalf.

1.3.28 Support:

As further specified in clause 2.5.

1.3.29 Source Code:

The computer programming code that may be displayed in a form readable and understandable by a programmer of ordinary skill. It may include related Source Code level system documentation, procedural codes and comments. Source Code does not include Object Code.

1.3.30 Subsequent Calculation:

As further specified in clause 6.3.

1.3.31 Third Party General Conditions:

Conditions applicable to Third Party Products and Services

1.3.32 Third Party Infrastructure:

The part of the Infrastructure administrated by a third party and/or delivered to Customer via QPACT, and over which, in principal, QPACT has no control. This is a Third Party Product and Service.

1.3.33 Third Party Products and Services:

All products and services provided by QPACT, the resulting provisions and related activities, which originate from third parties.

1.3.34 Warranty:

As further specified in clause 5.8.

1.4 Confirmation

1.4.1 Verbal agreements, assignments or other expressions of whatever nature by employees of QPACT are only valid and binding when they have been confirmed in writing by authorized representatives of QPACT.

1.5 Offers

1.5.1 All QPACT offers made are without engagement, unless the offer explicitly indicates otherwise in writing.

1.5.2 Offers of QPACT are based on the data, information or requirements made known by Customer as set out in

clause 1.6.

1.6 Agreements

1.6.1 An agreement between QPACT and Customer, for which no further term has been agreed, has a term of 1 (one) year if the delivery concerns a Service for which a periodic fee is charged. If this agreement is not terminated or not timely terminated, it shall be extended repeatedly in increments of 1 (one) year.

1.6.2 Termination of the agreement as described in clause 1.6.1 occurs by means of a registered letter, which must be received by the other party no later than 40 (forty) days prior to commencement of the extension date of the agreement.

1.6.3 Each party has the right to terminate the agreement wholly or partially without judicial intervention by means of a signed registered letter. This can be done if, after notifying the breaching party in writing of a failure to fulfil its obligations, the breaching party then fails to meet the aforesaid obligations within a reasonable period of time.

1.6.4 QPACT has the right to, notwithstanding its right to claim full compensation for damages, immediately terminate the agreement, wholly or partially, without judicial intervention through means of a non-judicial declaration and/or withdraw and/or annul an offer if Customer is a person and becomes deceased, if Customer submits a legal request for debt restructuring, (also including Dutch WSNP) if bankruptcy or suspension of payment has been filed for Customer, if Customer is in a state of bankruptcy or suspension of payment has been granted or if Customer's company is liquidated or ended for any reason other than reconstruction or company merger, or a substantial part of its assets are subject to a prejudgment and / or execution order or the Customer's company loses the free disposal thereof. In these cases, any claim by QPACT will be immediately due, and QPACT will not be liable for this termination.

1.6.5 After the agreement has been ended, for any reason, Customer can no longer obtain any of the rights provided by the agreement, leaving unhindered the existence of the obligations of both parties which by their nature continue automatically after the conclusion of their agreement, such as but not limited to, obligations concerning property rights, confidentiality and non-competition.

1.7 Cooperation/Information Requirements Customer

1.7.1 All assignments are carried out by QPACT on the basis of data, information, requests and/or requirements made known to QPACT by Customer.

1.7.2 Customer shall provide all necessary cooperation to QPACT and shall make timely known all useful and necessary data and/or other information required for an adequate execution of the agreement. Customer shall ensure the accuracy of this data and/or other information.

1.7.3 If data, information and/or requirements necessary for execution of the agreement , are not provided, not timely

provided and/or not provided in accordance with the agreement, or if Customer fails to meet its obligations in any other way; then QPACT has in any case the right to terminate or dissolve the agreement or to suspend execution of the agreement and QPACT has the right to charge the costs incurred at its usual rates.

1.7.4 If changes and/or new facts arise in regard to data, information, requests and/or requirements previously provided, QPACT will always be fully justified, in consultation with Customer, to adjust the agreement to these new circumstances or to dissolve or annul the agreement.

1.7.5 If Customer makes functional improvements or other changes to the Products and Services (after first having received the required written permission from Qpact as further detailed in Article 2.1.4), Customer is obliged to communicate these changes to QPACT in cases that QPACT provides Maintenance, Support or other services with regard to the Products and Services provided to Customer.

1.7.6 QPACT may give recommendations about the way Customer´s business ought to be organized for an optimal functioning of the Products and Services. QPACT is not liable for the consequences to the functioning of the Products and Services in case Customer does not follow these recommendations.

1.7.7 In the event QPACT performs activities in a location other than its own, Customer will be responsible for providing free of charge reasonably requested facilities, such as office space and telecommunication facilities.

1.8 Confidentiality/Non-competition

1.8.1 QPACT and Customer mutually commit themselves to the confidentiality of all data and information concerning each other's organization, clients, files and Products and Services, of which they become aware while working for each other or for Customer's clients. Data and information may only be used in order to carry out the agreement between parties.

1.8.2 QPACT is authorized to place the name and logo of Customer or Customer's clients who are given rights to the Products and Services on the QPACT website and/or reference list and to make them available to third parties for information.

1.8.3 QPACT, Customer and its clients will not enter into any direct or indirect commercial, employment, or other such relations with employees from QPACT and/or Customer during the agreement and for a period of 12 (twelve) months after termination or dissolution of the agreement, without the written consent of QPACT and/or Customer. Customer will ensure that its clients will comply with the foregoing obligation.

1.8.4 In the event of a breach of clause 1.8.3, the breaching party will be charged, without further notification required, a fine of € 50,000.- (fifty thousand euros) for each breach, undiminished the right of the non-breaching party to claim full compensation for damages incurred.

1.9 Liability

1.9.1 QPACT's total liability shall be limited, in accordance with clauses 1.9.2 and 1.9.3 to compensation for direct damage and to a maximum of the amount received by QPACT of the price stipulated in the agreement (excluding VAT) to a maximum of € 1.000.000,- (one million euros), whereby a sequence of events is regarded as one event.

1.9.2 If the agreement also includes an agreement over time with a term of more than 1 (one) year and QPACT's liability flows forth from the agreement over time, the stipulated price will be calculated on the basis of the total amount (excluding VAT) as actually paid by Customer to QPACT on the basis of the agreement over time for 1 (one) year (this being the year in which the damage occurred) to a maximum of € 1.000.000,- (one million euros).

1.9.3 The total liability of both parties for a failure in the performance of a warranty obligation and/or an offered indemnification constitutes an exception to clauses 1.9.1 and 1.9.2; this is limited to twice the total amount of the compensations (excluding VAT) received by QPACT from Customer for 2 (two) years, with a maximum of € 1.500.000,- (one million five hundred thousand euros), whereby a sequence of events is regarded as one event.

1.9.4 QPACT has insured itself against damage. QPACT is in any case not liable for further damage and will not compensate for any further damage which Customer may suffer on the basis of the agreement entered into with QPACT, however caused, including possible claims of liability against Customer by third parties, than is covered and actually compensated for by the insurance increased with QPACT's deductible (own risk), except in case of malicious intent ("opzet") or reckless disregard ("bewuste roekeloosheid").

1.9.5 QPACT's total liability for damage resulting from death or physical injury will in no event amount to more than € 1.000.000,- (one million euros), whereby a sequence of events is regarded as one event.

1.9.6 Direct damage is exclusively understood as:
a) The reasonable costs made in determining the cause and extent of the damage;
b) The reasonable costs incurred in prevention or limitation of the damage, to the degree that Customer can demonstrate that these costs have led to the limitation of the damage.
c) reasonable costs incurred to repair damage, insofar as Customer demonstrates that these costs have led to the repair of damage and QPACT, upon written request, is unable to offer a timely solution to repair damage itself.

1.9.7 QPACT's liability for indirect damage, including consequential damage, mutilated and/or lost data, delays, losses, damage as a result of a failure of Customer to provide the required information or assistance, damage through corporate inactivity and/or claims from third parties against Customer, is expressly rejected.

1.9.8 With the exception of the cases mentioned in clause 1.9,

QPACT has no liability for damage compensation regardless of what an action towards compensation is based upon.

1.9.9 QPACT's liability exists solely when Customer immediately and appropriately notifies QPACT of the deficiency in writing, proposing therein a reasonable time period for correction of the deficiency and QPACT then culpably fails to meet the aforesaid obligations. The notification of deficiency ought to be as detailed a description of the deficiency as possible so that QPACT is able to react adequately.

1.9.10 The condition for the existence of any right to compensation is always that Customer notifies QPACT in writing by registered mail within 60 (sixty) days after the damage came into existence and takes the necessary measures to limit the damage as much as possible.

1.9.11 Customer indemnifies QPACT from all liability regarding third parties due to allegations as a consequence of deficiency in a product, system or service provided by Customer to third parties that consisted of a delivery made by QPACT.

1.9.12 QPACT is not liable for damage regardless of its nature caused by Third Party Products and Services which QPACT has delivered to Customer. If possible QPACT will transfer its rights for damage compensation from the supplier of the Third Party Product in question to Customer.

1.10 Transfer

1.10.1 The agreement between QPACT and Customer and the rights and obligations, which flow forth from this agreement, cannot be transferred to a third party by Customer without the prior written consent from QPACT.

1.10.2 Customer gives QPACT in advance the right, without needing the explicit approval of Customer, to transfer the whole agreement or parts thereof to:
a) holding-, sister- and/or subsidiary companies;
b) a third party in the case of merger or acquisition of QPACT.
In the event this happens, QPACT will inform Customer.

1.11 Force Majeure ("niet-toerekenbare tekortkoming")

1.11.1 Neither party is obligated to fulfil any obligation if they are prevented from doing so as a result of circumstances, which can be considered beyond their fault, and for which a party cannot be held accountable by law, legal act, or generally accepted practices. The aforementioned circumstances include circumstances that are beyond QPACT's power as well as business risks of QPACT, these include but are not limited to failure to perform by a supplier of QPACT, the late or non-availability of required information and specifications and/or changes in such information, incorrect functional specification of Third Party Products and Services and/or products delivered by a third party, bad weather conditions, fire, explosions, electricity failures, (D)Dos-attacks, hacking, cracking or any downtime or unavailability caused by unlawful conduct

by third parties, the destruction, damaging or disabling of any automated system or any system for telecommunication by whoever, causing interference in the course or the working of such system, or frustrating by whoever of a security measure taken with respect to such system, interference in networks, floods, illness, lack-of-staff, strike or other employment conflicts, accidents, actions by the government, not being able to obtain required licenses and/or permits, lack of materials, theft, traffic disruptions and/or transportation problems.

1.11.2 When force majeure is of a temporary nature, QPACT has the right to suspend its commitments until the force majeure has ceased to exist without being obliged to any form of damage compensation.

1.11.3 QPACT reserves the right, in the case of force majeure, to collect payment for obligations already fulfilled before force majeure was known.

1.11.4 In the event that the force majeure of either party surpasses a three month period, either party has the right to terminate the agreement without being obliged to any form of damage compensation regarding such termination.

1.12 Nullity

1.12.1 If one or more terms (or part of a term) of the agreement are nullified, declared to be nullified, annihilable or have lost their validity in another way, the other terms (or part of the term in question) of this agreement will remain in force undiminished.

1.12.2 With regard to terms (or part of the term) that are nullified, declared to be nullified, annihilable or lose their validity in another way, parties shall consult with each other to try to reach a substitute arrangement with which the parties shall strive for the maintenance of the gist of this agreement (or the remainder of the term in question) in its totality.

1.13 Applicable Law

1.13.1 All agreements made between QPACT and Customer are governed by the laws of The Netherlands, unless otherwise agreed upon in writing. Parties explicitly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.

1.13.2 Disputes will be placed before the qualified court of Oost Brabant, location 's-Hertogenbosch.

2. QPACT PRODUCTS AND SERVICES

2.1 User Rights Software Programs

2.1.1 Customer is granted the non-exclusive right to use the Products and Services and corresponding documentation.

2.1.2 User rights are limited exclusively to own use of the Products and Services for the agreed upon processing unit, number of users, servers and/or workstations. If no limitations have been agreed upon, user rights will be limited to the processing unit on which the Products and Services were first installed and the number of users,

servers and/or workstations will be limited to 1 (one).

2.1.3 User rights for software Products and Services are limited to the Object Code. Rights to the Source Code are not provided, unless explicitly agreed upon otherwise in writing and / or unless the right of use concerns a reproduction that takes place in the context of loading, displaying or correcting errors.

2.1.4 It is prohibited for Customer directly or indirectly (through a third party) to copy, duplicate or alter the (Custom work) Products and Services in any way, without the prior written approval from QPACT. Customer is prohibited from adding functionalities to (Custom work) Products and Services.

2.1.5 Customer is permitted for security purposes to make one cold Backup of the Products and Services made available, if a Backup is not made available by QPACT. The backup made may not be used by Customer for operational purposes without the prior written consent of QPACT.

2.1.6 User rights on the Products and Services cannot be transferred to any third party (third parties also include holding-, sister- and/or subsidiary companies).

2.1.7 Customer does not have the right to make the Products and Services available, whether or not for a fee, under any title or in any way whatsoever, to any third party (third parties also include holding-, sister- and/or subsidiary companies of Customer).

2.1.8 Reverse engineering or de-compilation, or in any other way change the Products and Services to a human-readable form, is not permitted by Customer, unless such is explicitly permitted by law.

2.1.9 The user rights shall go into effect after Customer has made the required payments and fulfilled its other obligations.

2.1.10 The extent of the user rights on Third Party Products and Services is determined by the Third Party General Conditions as described in clause 4. Where the aforementioned does not deviate from the Third Party General Conditions, the aforementioned will also be applicable.

2.2 Verification

2.2.1 QPACT is entitled to incorporate technical limitations and control mechanisms in the Products and Services in order to prevent and/or verify that the actual number of users, servers and/or workstations does not surpass the agreed upon number of simultaneous users, servers and/or workstations.

2.2.2 QPACT is entitled itself or through the use of a third party, as long as Customer makes use of the Products and Services, to make unannounced verification visits to the locations where the Products and Services are used. Customer shall provide all necessary cooperation and access. In the event Customer refuses cooperation and/or access, QPACT will be entitled to terminate the agreement immediately. In this event Customer will no longer be entitled to use the Products and Services and will be obligated to return all Products and Services and destroy any copies made thereof within 30 (thirty) days

after the first request of QPACT.

2.2.3 If, on the basis of the above described verification procedure or otherwise, it appears that the actual number of users, servers and/or workstations surpasses the number of simultaneous users, servers and/or workstations agreed upon, Customer will be obligated to immediately acquire the missing number of users, servers and/or workstations licenses and pay an additional fine of 25% over the amount due. Amounts indebted for Maintenance and Support for the missing users, servers and/or workstations will be charged from the moment of delivery of the previously agreed upon number of simultaneous users, servers and/or workstations.

2.3 Maintenance

2.3.1 Depending on the Products and Services, QPACT may offer Customer the option of acquiring Maintenance. If Qpact provides Source Codes to Customer, then that provision is made for the sole purpose that QPACT performs (in) direct Maintenance and / or can perform maintenance at the location of Customer, unless explicitly agreed otherwise in writing. Customer is explicitly not permitted to perform Maintenance on the Product itself during or after the Maintenance Agreement.

2.3.2 Maintenance on the QPACT Products and Services takes place on the basis of a periodic Advance and against conditions to be agreed upon. Insofar as not deviated from in the conditions to be agreed upon, the provisions of Article 2.3 apply.

2.3.3 Maintenance includes providing updates and documentation of the licensed QPACT Products and Services delivered to Customer, which either contain a qualitative (e.g. Error fix) or a functional improvement of the QPACT Product that has been made available. QPACT is not obliged to actively keep Customer up to date concerning possible updates.

2.3.4 Customer acknowledges that Customer is responsible for concluding contracts regarding e.g. maintenance and licenses on products and services not provided by QPACT.

2.3.5 If Maintenance results in a functional improvement, QPACT will have the right to charge extra payment to compensate for this functional improvement.

2.3.6 QPACT is authorized to refuse the provision of Maintenance if the QPACT Products and Services provided by QPACT or the environment in which the QPACT Products and Services operate are altered by Customer in any way or form.

2.3.7 If Customer refuses to install updates that are offered by QPACT to Customer, then QPACT reserves the right to terminate the agreement or to adjust the agreement in accordance with the refusal to install updates.

2.4 Advice

2.4.1 All Products and Services that can be considered advice or which can be described as Advice, such as but not limited to Support (clause 2.5) Feasibility Study, will only

be given to the best of QPACT's knowledge and capability.

2.4.2 QPACT is not responsible and/or liable if the activities that flow forth from Advice result in Customer's failure to carry out a project within allocated budgets, time schedules and other agreed upon conditions.

2.4.3 QPACT will provide Advice on the basis of the conditions required by QPACT and information received from Customer as mentioned in clause 1.7. If it appears that not all relevant information has been received and/or other problems and/or insights may arise, such as but not limited to incompatibility problems (products are unable to interoperate with each other), the given advice may be adjusted to the new circumstances.

2.5   Support

2.5.1 Support consists of providing verbal (by telephone) and written (e-mail) advice concerning the use and operation of the QPACT Products and Services. In principle, Support takes place on the basis of a periodic Advance.

2.5.2 QPACT will only provide Support on the most current updates of the QPACT Products and Services. QPACT is entitled at its sole discretion to provide Support on older versions, releases, etc. of the QPACT Products and Services.

2.6   Custom Work

2.6.1 All assignments consisting wholly or partially of custom work are billed on the basis of Subsequent Calculation.

2.6.2 Parties shall specify in writing the manner of development and the QPACT Product to be developed. QPACT will carry out the QPACT Product development activities with due care on the basis of information provided by Customer, for which information Customer ensures the accuracy, completeness and consistency.

2.6.3 QPACT is authorized, but not obliged, to investigate the correctness, completeness and/or consistency of the data or specifications provided to QPACT and, if it is determined that there is any inaccuracy, incompleteness or inconsistency, to suspend activities until such time as Customer has remedied the deficiencies.

2.6.4 The development of customization takes place according to the following primary phases:
a) Functional design phase.
b) Technical design phase.
c) Development of modules phase.
If Customer does not wish to follow the aforementioned phases, this will be entirely at the risk (and expense) of Customer.

2.6.5 Following contact between Customer and QPACT, a report may be provided to Customer. If Customer does not explicitly notify QPACT in writing of any incorrectness in the report within 4 (four) Business Days after the report has been sent to Customer, the report and its contents will be deemed to be approved and accepted by Customer. If the matter is urgent, QPACT may require the Customer to immediately approve or disapprove of the report.

2.6.6 A deviation of 10% in the prices mentioned will be deemed to be accepted by Customer and will not require further notification to and/or approval by Customer.

2.6.7 Intellectual property rights, industrial property rights, and other rights to custom work remain at all times with QPACT, as described in clause 7.1.

2.7   Additional Work

2.7.1 If, in the opinion of QPACT, a change request by Customer is in fact a request for additional work, QPACT will notify Customer thereof prior to performing additional work. Upon Customer's request, the notification will be followed by a specification of the price and additional conditions. Customer will decide as soon as possible whether to carry out the additional work.

2.7.2 It will be assumed that Customer has agreed to the performance of additional work and the connected costs, if Customer has allowed additional work to take place without raising objections in writing prior to the commencement of additional work.

2.8   Installation and Implementation

2.8.1 QPACT will only install and/or implement the QPACT Products and Services or have them installed and/or implemented if agreed upon in writing.

2.8.2 Prior to installation and/or implementation Customer will see to it, at its own expense, that all conditions required by QPACT have been met in order to ensure a successful installation and/or implementation.

2.8.3 Customer will ensure and is entirely responsible for fulfilling the necessary Third Party General Conditions in order to let installation and/or implementation take place legally.

2.8.4 If implementation and/or installation has not been performed within the agreed upon time schedule due to Customer's fault, Customer will make payments as if implementation and/or installation has been performed, undiminished the obligations of QPACT to proceed with installation and/or implementation at a later time period.

2.9   Back-ups

2.9.1 Customer is responsible for making Back-ups in time. Upon Customer's request, QPACT will inform Customer of the procedures and security measures necessary regarding securing data and the realization of Back-ups.

2.9.2 Only if and insofar as it has been expressly agreed in writing that QPACT will provide for the making of Back-ups in whole or in part, QPACT will make Back-ups. QPACT is in no way liable for these Backups in respect of but not limited to the total or partial loss of Backups and / or errors in the Backups or any other loss or becoming unusable of data. Customer is at all times fully responsible for regularly checking and testing the integrity, readability and usability of the Backups. This also applies if QPACT restores a Backup for the benefit of Customer, regardless of the reason for this restore.

2.9.3 Only when QPACT delivers paid services regarding Back-ups of Process-data, QPACT can be liable for (partial) loss of Process-data and/or errors in the Back-

ups of Process-data, in accordance with clause 1.9. In all other cases QPACT will not be liable for Back-ups of Process-data relating to, among other things, (partial) loss of Process-data and/or errors in the Back-ups of Process-data. Customer is responsible for (functional) testing of the Back-ups and for **ascertaining whether the Back-ups are sufficient to restore proper functioning of the Products after a calamity**.

2.10 Activities

2.10.1 All activities, Maintenance, Support and other services will take place without interruption on Business Days and under normal working conditions.

2.10.2 For every continuous period within which QPACT performs activities for less than 3 (three) hours at a location other than QPACT's place of business, QPACT will be entitled to charge Customer for a minimum of 3 (three) hours. A continuous period exists if the period in which no activities are performed, in between the one period and the next period in which activities are performed, does not exceed more than 1 (one) hour.

2.10.3 Activities that are performed outside of Business Days are considered as overtime. The applicable rate will be increased with 50% for overtime after or before Business Days. The applicable rate will be increased with 100% for overtime on weekends and public holidays.

2.10.4 If parties agree that activities will take place in phases, QPACT will be entitled to postpone activities for the following phase until Customer has accepted in writing activities performed in the previous phase.

2.10.5 QPACT will only be obligated to follow timely and reasonable instructions given by Customer when performing activities if agreed upon explicitly in writing. QPACT is not obligated to follow instructions that will alter the content or scope of the agreed upon activities. In the event such instructions are followed, the activities performed will be charged on the basis of Subsequent Calculation.

2.10.6 QPACT is entitled, without the explicit consent of Customer, to make use of third parties when performing activities.

3. SAAS-SERVICE

3.1 SaaS-service General

3.1.1 SaaS will only take place at a location approved by QPACT and on the equipment approved by QPACT.

3.1.2 QPACT may, at its sole discretion, provide Customer with the possibility to make enhancements, additions and/or changes in SaaS. If this possibility is offered by QPACT, Customer will be responsible and liable for all enhancements, additions and/or other changes made and consequences that may flow forth therefrom.

3.1.3 With regard to the access and use of SaaS, Customer has equipment and software directly or indirectly available which comply with the standards and/or requirements set by QPACT of which Customer has been notified directly or indirectly. Customer is required to maintain compliance with the conditions set out in this clause. If

equipment and/or software do not comply with this clause, the obligations of QPACT to provide access to SaaS and the use of such may be postponed by QPACT.

3.1.4 Customer will enable QPACT to verify if the standards and/or requirements as set out in clause 3.1.3 are met.

3.1.5 If Customer, after the verification as set out in clause 3.1.4, still fails to meet the standards and/or requirements as set out in clause 3.1.3, QPACT will have the right to terminate or dissolve the agreement wholly or partially without prior notification like a letter of default, and/or judicial intervention.

3.1.6 Customer is required to follow instructions given by QPACT regarding SaaS.

3.1.7 QPACT is entitled to view log files and the like for purposes of analysing the use of SaaS. The results of such an analysis will not be made available to third parties (third parties do not include holding or subsidiary organizations of QPACT). This does not apply to figures and data with regard to the use of SaaS, which are not directly traceable to Customer's use.

3.1.8 In the event Customer signals a malfunction, Customer must immediately report such to QPACT. This report must be sent via email to an email address to be announced by QPACT. After Customer has notified QPACT of the malfunction, QPACT will take the necessary steps, which will or could lead to a solution.

3.1.9 The costs for resolving a malfunction are for the account of Customer if it appears that the malfunction is the result of Customer's act or failure to act in accordance with the agreement.

3.1.10 If QPACT is of the opinion that possible danger occurs for the functioning of the computer systems or the network of QPACT or third parties and/or for the services through the network, in particular caused by excessive sending of email or other data, badly secured systems or activity of viruses, Trojans or similar software, QPACT is entitled to take all measures reasonably necessary to prevent this danger. The costs of these measures, including costs for informing Customer of the dangers, are for the account of Customer.

3.1.11 QPACT will inform Customer prior to the commencement of intended Maintenance with regard to SaaS, if Maintenance will lead to problems with regard to gaining access to SaaS or the non-availability of SaaS. In this case Maintenance will take place from 00.00 until 06.00 hours (CET). Other Maintenance will take place during Business Days.

3.2 Responsibilities QPACT SaaS-service

3.2.1 QPACT does not guarantee, amongst others, that the telephone lines, the Internet and/or other networks will offer optimal access.

3.2.2 QPACT does not have any obligations with regard to availability, reliability and/or other performance requirements with regard to the telephone lines, the Internet and/or other networks and the resulting provisions.

3.2.3 QPACT will strive to provide all useful and necessary measures to ensure adequate operability and continuity

of SaaS. QPACT uses protection programmes and methods that are recent and prevalent in the market.

3.2.4 QPACT will strive, in light of the most current technology available, to provide adequate physical and logical security measures against unauthorized access by third parties to computer systems or computer programs used by QPACT and/or stored Process-data, in light of the provisions provided for under the agreement. If Customer wishes specific security measures (for example in view of the nature of the Process data), Customer must explicitly submit this wish to QPACT so that QPACT can, if possible, make a proposal for possible implementation thereof and the prices for that.

3.3 Browser

3.3.1 Customer can access the Hosting Services through a browser or Remote Desktop Protocol Client. The browsers for which the Hosting services are optimized at the moment of entering into the agreement, will be made know by QPACT.

3.3.2 QPACT is not obligated to maintain optimal access to SaaS through the browsers in clause 3.3.1. QPACT is entitled, without any form of (damage) compensation being required, to make changes in SaaS which may influence the browser or Remote Desktop Protocol Client used by Customer and/or advised by QPACT.

3.3.3 In the event that the situation as described in clause 3.3.2 takes place, QPACT will use all reasonable endeavors to enable Customer to transition to a different browser or Remote Desktop Protocol Client. The costs incurred by Customer in doing so are for the account of Customer.

3.4 Use of Identification Codes

3.4.1 QPACT will make Identification Codes solely available to Customer for the use of Products and Services. Customer will use these Identification Codes with care. Customer will notify QPACT in the event of loss, theft and/or other forms of unauthorized use, in order to enable parties to take the proper actions.

3.4.2 Customer carries all responsibility, liability and costs related to the use of Identification Codes used and/or distributed by Customer. In no event will QPACT be liable for the misuse and/or unauthorized use of Identification Codes.

3.4.3 It is prohibited for Customer to let multiple persons use the same Identification Codes without prior written permission from QPACT. QPACT may attach conditions to this permission.

3.4.4 If there is a reasonable suspicion of misuse or unauthorized use of Identification Codes, QPACT can provide Customer with instructions, which must be carried out.

3.4.5 If it is determined that misuse has been made of Identification Codes or if Customer ignores instructions given as set out in clause 3.4.4, Customer will be in default immediately.

3.5 Changes in the SaaS-service

3.5.1 QPACT is entitled, following a written notification taking into account a reasonable notification period and without any compensation to Customer, to make adjustments to and/or changes in SaaS offered such as but not limited to:

a) entrance procedures, such as:
- procedures regarding operational rules, and
- security procedures.

b) changes in a third party provider/supplier, location, hardware, software and other facilities necessary for the provision of SaaS.

3.5.2 If any changes made have a significant negative impact on Customer's business or the functionality of SaaS, Customer may, after providing relevant proof of the deterioration in writing, request in writing that QPACT provide an alternative. If QPACT then fails to provide an alternative, Customer will have the right to terminate the use of SaaS, without any damage compensation required by QPACT and/or third party or restitution of amounts paid.

3.6 Data Traffic to and from Customer

3.6.1 QPACT does not have any influence on or any insight in the data traffic from and/or to Customer. QPACT is merely a passive channel. QPACT does not give any warranties with regard to content of data such as but not limited to reliability and completeness.

3.6.2 Customer is responsible for the content of data traffic originating from Customer. Where applicable the Code of Conduct as set out in clause 3.9 will apply to Customer and its users.

3.6.3 Customer indemnifies and will keep QPACT free from any damage compensation regarding any claim, accusation or court procedure from a third party with regard to the (content of) the data traffic or the information originating from Customer.

3.6.4 Contrary to the terms of clause 7, Process-data will remain the (intellectual) property of Customer. Customer grants QPACT, without charge, a (perpetual) user and revision right of the Process-data. Process-data may only be distributed to a third party if not directly traceable to Customer.

3.6.5 Process-data will be preserved during the agreement for a period of maximum 1 (one) years. After termination of the agreement QPACT will no longer be required to preserve Process-data.

3.6.6 QPACT will offer cooperation in transferring Process-data and/or other data to another application as requested by Customer. QPACT does not warrant that the available Process-data and/or other data during the agreement and/or after the agreement can be transferred to another application.

3.6.7 All costs connected to the transfer of Process-data and/or other data at the request of Customer to another application will be fully for the account of Customer.

3.7 Requirements Customer SaaS-service

3.7.1 If, through use of SaaS, personal data and/or other

information/data are transported or commercial activities and/or other activities are undertaken, Customer will indemnify QPACT from all liability, costs or damage as a result of claims from a third party in the event personal data and/or other information/data are transported or commercial activities and/or other activities are undertaken in violation of the relevant (privacy) laws and/or guidelines.

3.7.2 Customer will immediately inform QPACT in writing regarding changes that are relevant for the proper execution of SaaS.

3.7.3 Customer will follow the instructions given by QPACT regarding Fair Use. If Customer fails to follow the instructions given by QPACT, QPACT will be entitled through technical means to reduce the overload or in the case of a continuous overload to stop the provision of SaaS to Customer. QPACT will never be liable for damages of whatever nature that are incurred by Customer and/or third parties as a result of the measures undertaken by QPACT or by a third party on behalf of QPACT.

3.8 Personal Data

3.8.1 If Customer is the 'controller' ('verantwoordelijke') in terms of the General Data Protection Regulation (GDPR) and QPACT is the processor ('verwerker') of personal data in terms of GDPR for Customer, all mentioned is 3.8. is applicable.

3.8.2 Customer acknowledges that the data processing as instructed to QPACT is lawful. Customer also acknowledges that it has ascertained that QPACT offers appropriate technical and organizational measures as referred to in Article 28 paragraph 1 of the GDPR, which also includes security measures as referred to in Article 32 of the GDPR.

3.8.3 Customer will indemnify QPACT against any allegation as a result of a violation of any person's privacy related to the foregoing.

3.8.4 Where Customer is authorized, Customer explicitly agrees with the registration of (privacy)information of users in the privacy registration of QPACT for administrative and management purposes. The privacy registration will contain, amongst others, Identification Codes and Process-data and will only be accessible for QPACT. This information will not be provided to third parties, in the sense of GDPR, unless QPACT is obligated to do so on the basis of a court order.

3.9 Code of Conduct

3.9.1 Customer will make use of SaaS and/or other facilities offered in a responsible manner. It is prohibited to use SaaS and/or other facilities offered in a manner that will result in:
  c) damage in the system of QPACT and/or third parties; or
  d) interference with its use.

3.9.2 Customer will ensure that such damage and/or interference is not the result of misconfiguration on Customer's part.

3.9.3 It is not permitted to use SaaS and/or facilities offered for activities that are illegal and/or in violation of the agreement. The foregoing includes amongst others the following activities:
  a) violation of a third party's rights or facilitating the violation of a third party rights, such as but not limited to intellectual property rights and privacy rights;
  b) noncompliance to law and other applicable regulations;
  c) spamming (unrequested distribution (or creating the possibility for third parties) of advertisement and/or other messages);
  d) storage/distribution of (child) pornography;
  e) causing danger to the functioning of the computer systems or the network of QPACT or third parties and/or for the services through the network, in particular caused by excessive sending of email or other data, badly secured systems or activity of viruses, Trojans or similar software;
  f) sexual intimidation, racial prejudice and/or the harassment of individuals in any other manner;
  g) distribution or making available to third parties in any other manner of obscene, insulting and tormenting material and/or other material of similar nature;
  h) threats;
  i) storage and distribution of viruses, worms and/or other destructive activities;
  j) unauthorized access (hacking) of accounts, systems and/or networks of third parties and/or QPACT and/or the performance or non-performance of any other act that makes hacking possible.

3.9.4 QPACT reserves the right, at QPACT's sole discretion, if forced by law or a court order; and/or a third party informs QPACT and/or a suspicion exists that through SaaS a violation is made of the rights of a third party; there is a breach of the General Conditions QPACT and/or the agreement and the resulting obligations in question have not been met wholly or partially, to bar access to SaaS and/or other facilities offered, to remove the information in question and/or suspend its other obligations until Customer meets its obligations.

3.9.5 QPACT and/or third parties will never be liable for damage of whatever nature suffered by Customer or third parties for measures taken by and/or on behalf of QPACT on the basis of clause 3.9.4. Customer indemnifies QPACT from third parties for liability as a consequence of these measures. Payment obligations will remain in effect during the time period in which measures are undertaken by and/or on behalf of QPACT on the basis of clause 3.9.4.

3.9.6 If the actions and/or failure to act of Customer justifies this and/or the actions and/or failure to act of Customer continues regardless of the measures under taken by QPACT, as set out in clause 3.9.4, QPACT will be entitled in accordance with clause 1.6.3 to terminate the agreement, without any damage compensation or

restitution of amounts paid being required.

3.9.7 after commencement of the Course.

    k) if payments due have not been fully paid yet and/or on time before commencement of the Course;

    l) due to competitive reasons or other reasonable grounds for QPACT.

4. THIRD PARTY PRODUCTS AND SERVICES

4.1 Third Party Products and Services

4.1.1 QPACT has the right to deliver Third Party Products and Services or make use of Third Party Products and Services in fulfilling its obligations flowing forth from the agreement. QPACT is not responsible for Third Party Products and Services, unless agreed upon otherwise in writing.

4.1.2 If QPACT delivers Third Party Products and Services to Customer, the Third Party General Conditions will be applicable to the agreement in addition to these General Conditions QPACT.

4.1.3 QPACT will deliver rights for Third Party Products and Services under the same conditions as indicated in the Third Party General Conditions.

4.1.4 No Maintenance, Support or other services will be carried out by QPACT on Third Party Products and Services, unless agreed upon otherwise in writing.

4.1.5 With regard to delivered Third Party Products and Services QPACT provides:

a) The service on Third Party Products and Services, under no more than the same conditions as set out in the Third Party General Conditions.

b) The guarantee for the term and under no more than the same conditions as stated in the Third Party General Conditions.

4.1.6 Repairs of Third Party Products and Services:

a) Under no circumstances will the delivery of Third Party Products and Services be replaced, unless Customer explicitly requests this and pays the associated costs as Advance.

b) Handling costs are associated with all repairs. If repairs take place elsewhere than at QPACT, call-out costs, hourly wages and other related costs will also be charged.

4.2 Third Party General Conditions

4.2.1 Third Party General Conditions that are declared applicable in these General Conditions QPACT shall, when available to QPACT, be provided on request. Third Party General Conditions will be delivered in the same format and language as received by QPACT.

4.2.2 The General Conditions QPACT have priority over Third Party General Conditions unless indicated otherwise. When there is conflict between the General Conditions QPACT and Third Party General Conditions, QPACT has the right to declare the conflicting terms of the Third Party General Conditions inapplicable or applicable.

5. DELIVERY

5.1 Feasability study

5.1.1 A Feasibility Study is an investigation which can be carried out by QPACT prior to delivery. The objective of the Feasibility Study is to inform Customer at an early stage as to the feasibility of the assignment.

5.1.2 Based on the findings of the Feasibility Study, QPACT will provide a positive or negative delivery advice regarding the feasibility of the assignment. A positive delivery advice usually implies that QPACT will then carry on with the delivery. A negative delivery advice implies that QPACT will decline the delivery with cause and will provide an alternative where possible.

5.1.3 The costs of the Feasibility Study will always be borne by Customer regardless of the results of the Feasibility Study.

5.2 (Delivery) Dates

5.2.1 All (delivery) dates which may be named by and may be applicable to QPACT are determined to the best of QPACT's knowledge on the basis of information made known to QPACT and will be taken into consideration as much as possible.

5.2.2 (Delivery) dates shall therefore not be considered to be absolute (delivery) dates within which must be delivered, but a time period within which QPACT shall strive with best efforts to deliver the agreed upon items. If it is not possible to keep to the (delivery) date, then QPACT and Customer will consult with each other to agree on a substitute (delivery) date.

5.2.3 Exceeding a given (delivery) date which may be applicable never constitutes an attributable shortcoming by QPACT. QPACT does not accept liability under any circumstances in cases where the (delivery) date may be exceeded.

5.3 Reservations

5.3.1 QPACT shall commence execution of the agreement between QPACT and Customer only after a signed copy of the agreement drawn up by QPACT has been received by QPACT and/or having received timely payment of all amounts due in full. Should QPACT commence execution of the agreement prior to receiving a signed copy of the agreement and/or having received timely payment of all amounts due in full, QPACT reserves the right to suspend execution of the agreement pending receipt of a signed copy of the agreement and/or full payment of all amounts due.

5.3.2 Customer's rights, such as but not limited to the transfer of Products, are provided under the suspended condition that Customer timely pays the agreed compensations in full. In case of failure to pay, Customer must return the Products to QPACT at Customer's expense within one week of receiving the instruction from QPACT to do so. All other remedies in law remain applicable.

5.3.3 If Customer fabricates a new product, on the basis of the Products delivered by QPACT, this will be done on behalf of QPACT and Customer will keep the new

product for QPACT until all amounts due on the basis of the agreement have been paid on time and in full. QPACT will maintain all the rights as owner of the new product until the moment payments have been made on time and in full.

5.4 Risk

5.4.1 From the moment of delivery Customer will bear the risk of the Products delivered even if possible ownership and user rights have not yet been transferred. Customer will therefore be held accountable for full payment of the Products delivered regardless of the destruction of or the decline in value of the Products delivered due to circumstances for which QPACT cannot be held accountable.

5.4.2 The aforementioned will also be applicable from the moment in which Customer does not make it possible for QPACT to make a delivery.

6.6 Delivery, Installation and Acceptance Procedure

5.4.3 QPACT shall deliver the Products and Services to Customer in accordance with the specifications established in writing by QPACT and, if desired by Customer, shall install them.

5.4.4 Delivery of the Products and Services takes place when they are made available to Customer at QPACT's premises or at a Datacenter. The costs of transport and any insurance are at the expense of Customer. The choice of method of transport is determined by QPACT and insurance of the Products and Services to be transported is not arranged by QPACT, unless otherwise agreed in writing.

5.4.5 The delivery of services by or through QPACT takes place at the place and time that the services are performed.

5.4.6 Only if installation is carried out by QPACT, an acceptance period is applicable immediately following completion of the installation applicable. The acceptance period for Customer runs for 14 (fourteen) days following completion of the installation. During the acceptance period, Customer is not permitted to use the Products and Services for production and/or operational purposes.

5.4.7 The Products and Services shall be considered by both parties as accepted:
a) upon delivery if there is no acceptance period applicable, or
b) if an acceptance period is applicable, on the first day following the acceptance period, or
c) when QPACT, before the end of the acceptance period, receives a Test Report (clause 5.5): at the moment that the Errors (clause 5.6) identified in that Test Report have been repaired, notwithstanding the presence of small Errors which according to clause 5.6.4.5.6.4 do not hinder acceptance.

5.4.8 If the Products and Services are delivered and tested in phases and/or parts, the non-acceptance of a particular phase and/or part will not delay the acceptance of an earlier phase and/or another part.

5.4.9 Contrary to the preceding, the Products and Services shall be considered as accepted if Customer uses the Products and Services in any manner for productive or operational purposes before the moment of acceptance. The Products and Services shall be considered as accepted from the beginning of any such use.

5.5 Test Report

5.5.1 If it becomes apparent during the acceptance period that the Products and Services contain Errors, as described in clause 5.6, which hinder the progress of the acceptance test, Customer shall inform QPACT no later than the last day of the acceptance period of the Errors in a written and as detailed as possible Test Report. In which case the still remaining acceptance period will be interrupted until such time as the Product is so modified that the Errors are repaired.

5.6 Errors

5.6.1 Error(s) means the failure to fulfil the functional specifications set out in writing by QPACT and, in cases of developing custom work QPACT Products, the functional specifications expressly agreed upon in writing. An Error only exists where such can be demonstrated and reproduced. Customer is required to immediately report possible Errors to QPACT.

5.6.2 Every right to repair of Errors lapses if the Products and Services provided by QPACT are altered in any way or form.

5.6.3 The repair of Errors shall take place at the location to be determined by QPACT. QPACT is entitled to install temporary solutions, emergency solutions, detours and/or other problem-avoiding measures.

5.6.4 Acceptance of the Products may not be withheld on grounds other than those which are related to specifications which have been expressly agreed upon between the parties nor, furthermore, due to the presence of small Errors which do not reasonably impede putting the Products and Services into productive or operational use.

5.7 Replacement Performance

5.7.1 QPACT is permitted to deliver alternative Products than those Products ordered by Customer if the performance and operation of such alternative Products is essentially no different from the Products ordered.

5.7.2 If the agreement is concluded with the objective of having activities carried out by a particular individual, QPACT will be entitled to replace this person with another person with the same or comparable qualifications.

5.8 Warranty

5.8.1 For a period of 2 (two) months (Warranty period), commencing upon acceptance (if the moment of acceptance is unclear the date the agreement was entered into shall apply), QPACT shall strive to repair any Errors to the best of its ability, provided these Errors have been reported in detail in writing to QPACT within

the Warranty period. QPACT, at QPACT's sole discretion, is entitled at its expense to repair, modify or replace the Products and Services.

5.8.2 QPACT is entitled to invoice its usual prices and the costs for repair, modification or replacement of the Products if the Error is deemed to be caused by mistakes made by Customer, the result is of improper and non-careful use, the result is of other causes that may not be attributed to QPACT or if Customer could have reasonably detected the Error during the acceptance period.

5.8.3 The Warranty does not cover the reconstruction and/or repair of mutilated and/or lost data and/or information. QPACT does not warrant that the Products shall function without interruption or without Errors, are suitable for every intended use of Customer and/or will lead to results desired by Customer during or after the Warranty period. The Warranty obligation is void if Customer alters the Products and Services, or has them altered, without the written permission of QPACT, as required in clause 2.1.4.

5.8.4 After expiry of the Warranty period, QPACT shall not be bound to repair, modify and/or replace the Products and Services, unless parties have agreed otherwise.

5.8.5 The Warranty provided on Third Party Products is limited to the Third Party General Conditions as maintained by the supplier of Third Party Products as described in clause 4.

6. PRICES/PAYMENTS

6.1 Prices and Payments

6.1.1 All prices exclude VAT and other levies imposed by the government. The amounts invoiced to Customer will include applicable VAT and other levies possibly imposed by the government.

6.1.2 QPACT will invoice the amount, appropriately itemized, owed by Customer on a monthly basis to Customer and/or other term indicated in the agreement. Customer will pay all amounts indebted within 30 (thirty) days of the invoice date. These payments will not be subject to compensation, set-off ("verrekening") or suspending of obligations ("opschorting"). Complaints about the invoice must be brought to QPACT in writing and with proper arguments. Disputing of a part of the invoice, whether well-founded or not, leaves unhindered the obligation to pay the undisputed part in accordance with this clause.

6.1.3 Should Customer fail to fulfil any payment obligation, Customer is in breach without any further notification of breach being required. QPACT reserves the right to charge all incurred costs to Customer, including judicial and extra-judicial expenses, with regard to the collection of debts from Customer. Extra-judicial collection costs amount to 15% of the debt, with a minimum of € 175,- (hundred and seventy five euros). In any case Customer will be charged interest on a monthly basis, at the legal percentage rate increased with 3%, on all outstanding debts starting from the date of failure to pay.

6.1.4 Until full payment has been made, QPACT has the right to suspend all services and obligations to Customer. Customer's obligation to meet Customer's commitments remains unchanged.

6.1.5 If QPACT is unable to make a delivery in time due to Customer, QPACT will have the right to charge a 1,5% interest reimbursement on a monthly basis over the indebted amount.

6.1.6 The fee for Maintenance, Support and any other annual or periodic fees are due as Advance at the time of the conclusion of the agreement between the parties and will be charged, properly specified to Customer, prior to each new year or any other period that the agreement between the parties.

6.1.7 The indebted amount meant in clause 6.1.1. may be increased with order costs, postage costs and costs of third parties. An increase can also take place in the event that activities have to take place outside of QPACT's office. In the event that activities need to take place outside of QPACT's office, hourly rates, travel and waiting time compensations, actual travel and/or kilometer compensation, hotel expenses and any other costs connected to such services will be charged. The travel and waiting time allowance is 50% of the current hourly wage. The means of transportation will be determined by QPACT. The foregoing is also applicable to services provided outside of The Netherlands.

6.1.8 Above mentioned paragraphs leave all the legal rights of QPACT unhindered, when Customer fails to meet Customer's commitments.

6.2 Price Changes

6.2.1 The Prices agreed upon by QPACT and Customer are among other things based on the costs of energy and salaries, social premiums, materials and travel and accommodation costs, etc., as well as the rate of exchange between the currencies as applicable at the time of entering into the agreement. QPACT is authorized, in case of changes to one or more of the cost items (for instance Third Party Products and Services) and/or changes in the rate of exchange, changes to the Consumer Price Indices (Consumentenprijsindices (CPI)) or the CBS index for business services (CBS Prijsindex 6202 Computeradvisering), to adjust prices to these changes. At least every January QPACT will increase its prices, based on the figures, published by CBS 'CBS Prijsindex 6202 Computeradvisering', on January 1st (if necessary based on the figures of Q3). Changes will be rounded off upwards to a multiple of € 2,50.-.

6.2.2 QPACT will offer Customer the possibility to become acquainted with possible changes in prices. If Customer does not agree with a price change, Customer will only be permitted to terminate the agreement from the date the change in price becomes applicable, if and as long as the total price increase during 1 (one) year exceeds the yearly inflation rate of the current year (or previous year for price increases announced for the next year) as published by the CBS (Dutch Bureau for Statistics) by 5%.

6.3 Subsequent Calculation

6.3.1 When charges are to be based on Subsequent Calculation, this means that prior to QPACT commencing the agreed upon activities a global estimate can be made of the expected costs. On conclusion of the activities carried out, all costs actually incurred related to the activities will be calculated and charged. Customer is, then, aware that there is a possibility that the previously made estimate could be lower than the costs actually incurred. If no agreements have been made regarding billing, activities will be performed on the basis of Subsequent Calculation.

6.4 Advance

6.4.1 QPACT has the right to charge payments in Advance. If full payment of the Advance is not made, QPACT has the right, undiminished its other rights that may flow forth from the agreement, to suspend all its obligations and all amounts owed by Customer will be immediately due.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Rights of QPACT and Customer

7.1.1 QPACT has the exclusive right to further develop the QPACT Products and Services and place them at the disposal of third parties by means of licenses.

7.1.2 Except where Third Party Products are concerned, all intellectual property rights, industrial property rights, and other rights resulting from all activities carried out by QPACT, regardless of where and when carried out and regardless of whether it concerns the delivery of an existing Product or Product to be developed in the future, reside with QPACT.

7.1.3 Customer acknowledges that all present and future intellectual property rights, industrial property rights, other rights and the registration and/or application of the foregoing rights and/or similar rights for the whole term thereof and all renewals or extensions thereof, now or at any time in the future worldwide at all times shall be and are hereby assigned or will be transferred to QPACT.

7.1.4 Customer is not permitted to remove or alter any designation concerning intellectual property rights, industrial property rights, other rights, trademarks and trade names from the Products and Services, or to have such changes made by third parties.

7.1.5 The intellectual property rights, industrial property rights or other rights of a Product, or a part thereof, can only be transferred to Customer by means of a written deed, if QPACT has these rights.

7.1.6 In the event that QPACT, Customer or a third party makes functional improvements or other adjustments in the Products and Services the intellectual property rights, industrial property rights and other rights vested in the improved or adjusted Product and Services will remain unchanged with QPACT or the rightful third party. If the above mentioned rights do not belong to QPACT or the rightful third party, Customer will cooperate in transferring the above mentioned rights to QPACT or the rightful third party free of charge.

7.1.7 All intellectual property rights, industrial property rights or other rights of Course material and/or other documentation will remain with QPACT. Customer is explicitly not permitted to duplicate and/or transfer such to a third party for permanent or temporary use. Customer will ensure that its employees and/or third parties will comply to the foregoing obligation.

7.2 Indemnification

7.2.1 QPACT shall protect Customer from any allegation to the effect that the QPACT Products and Services violate a copyright valid in The Netherlands. QPACT shall pay the damages, expenses, and court costs that Customer is ordered to pay by the final court ruling, provided that Customer:

d) notifies QPACT immediately, but no later than within 10 (ten) days after Customer becomes aware of the infringement or could have become aware of the infringement, in writing of the existence of the allegation of infringement; and

e) hands over the case completely to QPACT, including all negotiations and arrangements that might lead to a settlement

f) In case of any such allegation or possible allegation, QPACT reserves the right to obtain a license or sub license on the QPACT Product in question or to change or replace the QPACT Product in such a way that the QPACT Product will no longer infringe a copyright valid in The Netherlands. If, at QPACT's sole discretion, the foregoing remedies are not a reasonable option, QPACT has the right to take the delivered QPACT Product back against reimbursement of payments made for the QPACT Product in question, minus a reasonable compensation for having made use of the QPACT Product.

7.2.2 QPACT shall not indemnify Customer against an action in the event that:

g) such is based on the fact that the Third Party Products and Services provided to Customer violate an intellectual property right, industrial property right or other right valid in the Netherlands or elsewhere;

h) what has been provided by Customer is part of or is delivered in conjunction with a Product and this combination results in a violation of an intellectual property right, industrial property right, or other right valid in the Netherlands or elsewhere;

i) Customer has made a change in or to the Product.

7.2.3 If QPACT and Customer agree that the intellectual property rights, industrial property rights or any other rights of a QPACT Product, or a part thereof, will be transferred to Customer, Customer will indemnify QPACT against any action insofar as such is based on the fact that the Product, or a part thereof, violates an intellectual property right, industrial property right or any other right belonging to a third party.