



Cyclomedia Technology B.V. (hereinafter referred to as "Cyclomedia"), is listed in the trade register of the Chamber of Commerce under number 16063843.

A. GENERAL SECTION

1. Applicability

- 1.1 These General Terms and Conditions are applicable to all offers, Agreements and obligations arising thereof with regard to the Delivery of Products, Software, Hardware and Services to or for, or relating to the Client. Depending on the nature of Cyclomedia's services, Special Terms and Conditions may also apply in addition to this General Section.
- 1.2 If provisions of the Agreement and/or of the applicable Special Terms and Conditions conflict with this Section A, the provisions of the Agreement and/or the applicable Special Terms and Conditions will prevail, whereby the provisions of the Agreement will prevail over the provisions of the applicable Special Terms and Conditions.
- 1.3 Deviations from these General Terms and Conditions are valid only if and insofar explicitly agreed on in writing. Deviations only relate to the Agreement under which they have been made.

2. Definitions

- 2.1 The following terms, indicated with an initial capital letter, will have the following meaning in these General Terms and Conditions.
Services: all (additional) services to be provided by Cyclomedia, in the context of the delivery and/or provision of Products, Software and Hardware, including but not limited to providing training, consultancy and special projects;
Documentation: technical and functional descriptions, user manuals in any form;
Embedded Software: the software included with the delivery of the Hardware, including operator app, image processor, etc., which is necessary for the functioning of the Hardware;
User: the personally authorised user of the Software under the Agreement who is employed by the Client or otherwise authorised by the Client within the organisation of the Client;
User Device: the device with which the User can access the Platform and/or use the Software, including but not limited to PCs, smartphones and tablets;
Hardware: the hardware supplied by Cyclomedia, specified in or with the Agreement, including any Embedded Software and any Documentation;
Delivery: the actual provision of goods (including but not limited to Products, Software and Hardware) and/or (the results of) Services by Cyclomedia to the Client or a third party designated by the Client;
Materials: the auxiliary materials required for the use, production, installation and modification of the Products, Software, Hardware and Services, such as parts, supplies, interfaces, compilers, etc.;
Employee: a worker made available by Cyclomedia or an auxiliary person of Cyclomedia;
Client: the counterparty of Cyclomedia for offers, Agreements and obligations arising therefrom;
Agreement: the agreement between Cyclomedia and the Client, laying down the mutual rights and obligations with regard to the Products, Software, Hardware and Services to be delivered by Cyclomedia to the Client;
Platform: the computer and related equipment used by or on behalf of Cyclomedia for access to the Services, Products and/or the use of the Software.
Products: all images, data and other content collected and produced with equipment (originating) from Cyclomedia, including Hardware, including but not limited to Data and Data Insights;
Software: the computer software to be made available by Cyclomedia to the Client online or otherwise, including scripts and data sets, data layers, as well as Documentation and Embedded Software;
Results: the results of the Services.

Processing Agreement: an agreement between a controller and a processor governing the processing of personal data by a processor.

3. Offers

- 3.1 All offers made by Cyclomedia are without obligation, unless expressly stated otherwise in the offer; Cyclomedia can still revoke them immediately after acceptance by the other party.

4. Formation of Agreements

- 4.1 If upon acceptance, the offer made by Cyclomedia is deviated from, this acceptance will be regarded by Cyclomedia as an invitation to make an offer. If it wishes to accept this, Cyclomedia will make a new offer, to which Article 3.1 applies. Article 6:225, paragraph 2, of the Dutch Civil Code does not apply.
- 4.2 Unless Cyclomedia revokes its offer, an Agreement is formed by acceptance by the Client of Cyclomedia's offer. The content of the Agreement is laid down in a document to be (electronically) signed by both parties or on forms offered via the Cyclomedia web shop.
- 4.3 The Client is bound after it has given Cyclomedia an order or accepted an offer issued by Cyclomedia. Contrary to the provisions of Article 6:225 paragraph 2 of the Dutch Civil Code, an acceptance by the Client that deviates from an offer on minor points is also not binding on Cyclomedia, but in that case, an Agreement will be concluded on the terms and conditions of the offer, unless the Client submits a written objection within 8 days of the written confirmation from Cyclomedia referred to above under 1.
- 4.4 Cyclomedia is not bound by the content of brochures, printed matter, information on its or any other website or any other form of expression, unless explicit reference is made to this in the Agreement concluded between the parties.

5. Suspension and termination of Agreements

- 5.1 If the Client fails to fulfil any of its obligations under these General Terms and Conditions or under an Agreement concluded with Cyclomedia, Cyclomedia, without prejudice to its other rights in this respect, is authorised to suspend its obligations until the Client fulfils its obligations after all.
- 5.2 If an Agreement has been entered into for an indefinite period of time and, due to its nature and content, is not terminated by completion, it may be terminated by either party after proper professional consultation and stating the reasons, by giving written notice. If no explicit notice period has been agreed on by the parties in the Agreement, a reasonable notice period of at least six (6) months must be observed.
- 5.3 Obligations that by nature are destined to continue after the Agreement has ended will continue to apply after the termination of the Agreement.
- 5.4 At the latest within one (1) year of the end of the Agreement regarding the provision of Products for which the Client has a perpetual licence, the Client may ask Cyclomedia to make an offer for the provision of copies of these Products, whereby Cyclomedia will in any case state in its offer:
 - how the copies of the Products can be supplied;
 - the reasonable costs of producing and making the copies available;
 - the date on which the copies will reasonably be made available.
 The provisions of these General Terms and Conditions apply without prejudice to the provisions of this article.
- 5.5 Without prejudice to the other provisions in or by virtue of these General Terms and Conditions, the following parties will be entitled to terminate the Agreement with immediate effect by registered letter, without a notice of default or judicial intervention:
 - either party, if and as soon as the other party is granted a (provisional) moratorium and the (provisional) moratorium has lasted for more than six consecutive months;
 - either party, if and as soon as the party is declared bankrupt;
 - either party, if and insofar the company of the other party is wound up, discontinued and/or a substantial part thereof is sold;

- either party, if and as soon as a considerable part of the assets of the other party is seized under a prejudgement attachment or attachment in execution and this attachment prevents the proper performance of the Agreement; or
 - either party, if and as soon as the other party cannot (or can no longer) be deemed able or prepared to fulfil its obligations by virtue of the Agreement; or
 - Cyclomedia, if the Client remains in default of (timely) payment or does not or does not punctually comply with another obligation under the Agreement, after being given notice of default by Cyclomedia, whereby a reasonable term is set for compliance (unless compliance is permanently impossible). However, the Client is in default without notice of default on the basis of Articles 23.7 and 39.2.
- 6. Contract extras**
- 6.1 Contract extras are understood to mean everything delivered during the performance of an Agreement concluded with a Client in addition to what was initially agreed.
- 6.2 An Agreement for contract extras is concluded at the request of the Client. Cyclomedia is only bound after it has confirmed an instruction given to it to the Client in writing, all this in accordance with the provisions of Article 4.
- 7. Prices and invoicing**
- 7.1 Unless expressly stated otherwise in writing, all prices stated by Cyclomedia are based on delivery from Cyclomedia's office, and exclusive of VAT and other taxes, charges and levies, transport costs and insurance costs and exclusive of installation, cabling, consumables, transport and installation costs and operating system, database and other software licences required to use the delivered goods.
- 7.2 If for whatever reason, Cyclomedia has to use other products and/or materials instead of the agreed Products and/or Materials for the performance of the Agreement, any associated additional costs will be fully borne by the Client.
- 7.3 Cyclomedia has the right to annually index the prices stated by it during the term of the Agreement, for the first time on 1 January following the year in which the Agreement was concluded, on the basis of the index figure of contractual labour costs per month related to private companies (*Indexcijfer van de contractuele loonkosten per maand cao-sector particuliere bedrijven*), as determined by the Central Bureau of Statistics in The Hague.
- 7.4 If after entering into the Agreement, material prices, prices of auxiliary materials and raw materials such as electricity, prices of parts purchased from third parties, wages and salaries, social security charges, government charges, import duties, levies, taxes such as sales tax, freight and insurance premiums are subject to an increase, including price increases due to exchange rate differences in the currency in which materials are purchased or the Materials to be used by Cyclomedia are purchased or if the surcharges owed by Cyclomedia change due to a change in one or more of the factors mentioned, even if this occurs as a result of circumstances foreseeable upon acceptance of the order, Cyclomedia is entitled to increase the price agreed upon acceptance of the order accordingly, with due observance of a period of at least three months, provided that the price increase as a result of the factors referred to in this article exceeds the indexation mentioned in Article 7.3.
- 7.5 The Client acknowledges that changes in (interpretation of) laws and regulations may lead to price changes for Cyclomedia. The Client will accept reasonable price changes, on the condition that Cyclomedia demonstrates that the price change is reasonable in light of the changing (interpretation of) laws and regulations.
- 8. Payment**
- 8.1 Payment must be made within 14 days of the invoice date, unless the Agreement explicitly stipulates otherwise in writing.
- 8.2 Payment must be made without suspension or set-off and within the set terms, failing which the Client will be in default by operation of law and therefore without further notice of default and it will owe Cyclomedia the statutory commercial interest with a minimum of 0.75% per calendar month, whereby a part of the month counts as a whole month.
- 8.3 The judicial and extrajudicial costs for collection of all amounts owed to Cyclomedia will be borne by the Client. Extrajudicial collection costs amount to 15% of the principal sum, with a minimum of €2,500 plus VAT.
- 8.4 Payments will always in the first instance be deducted from the aforementioned costs and interest and then from the oldest invoice.
- 8.5 The claim for payment of the amounts owed to Cyclomedia is immediately due and payable by operation of law as soon as the Client is declared bankrupt, applies for a moratorium, an application for his guardianship is pending, or (part of) his assets are seized, as well as if administration of (part of) his assets is instituted or he otherwise loses the control and/or disposal of his assets in whole or in part and furthermore if the Client is in liquidation or is dissolved.
- 8.6 Before or during the performance of the Agreement, Cyclomedia is entitled, if Cyclomedia has good grounds to fear the Client will not be able to fulfil its payment obligations, or at least will not be able to fulfil them in time, to suspend the fulfilment of its obligations until the Client has provided sufficient security for this purpose on request. If the Client fails to provide such security, Cyclomedia has the right to dissolve the Agreement. All damage resulting for Cyclomedia from this suspension and/or dissolution must be compensated by the Client.
- 8.7 Any claim for settlement by the Client is excluded, unless the claim for settlement concerns a claim against Cyclomedia which Cyclomedia has unconditionally acknowledged.
- 9. Performance of the Agreement**
- 9.1 All offers from Cyclomedia and Products, Software, Hardware and Services to be delivered or otherwise made available by Cyclomedia are also based on the data, materials and documents provided by the Client, the correctness and completeness of which is assumed. Cyclomedia is therefore not obliged to pay any compensation for damage and/or costs incurred as a result of the inaccuracy and/or incompleteness of the data thus provided.
- 9.2 Cyclomedia is authorised and entitled - if and insofar as it deems this necessary, useful or required for the proper performance of the Agreement - to assign full or partial performance of the Agreement to third parties. Cyclomedia remains responsible for the performance of the Agreement.
- 9.3 Unless expressly agreed otherwise in writing, Cyclomedia only has a best-efforts obligation and not an obligation to achieve a specific result.
- 9.4 Unless expressly agreed otherwise in writing, Cyclomedia never guarantees the suitability for a specific purpose.
- 9.5 Performance of the Agreement by Cyclomedia will be in accordance with the specifications laid down in the Agreement.
- 9.6 The Client guarantees that the Agreement and its performance comply with all laws and regulations applicable to the Client. Insofar as the cooperation of Cyclomedia is necessary in that context, Cyclomedia will always provide this cooperation within reason. Cyclomedia is entitled to attach conditions to this cooperation, such as reimbursement of the costs it incurs.
- 9.7 If Cyclomedia supplies third-party Products, Software, Hardware or Services, the sale, delivery or other provision of those Products, Software, Hardware or Services may (also) be subject to (general) terms and conditions, including service levels, of the relevant supplier, which will be sent to the Client in writing as the occasion arises.
- 10. Delivery and delivery dates**
- 10.1 The delivery dates specified by Cyclomedia are not strict deadlines. Exceeding them does constitute a right to compensation.
- 10.2 Cyclomedia is entitled to deliver an order in its entirety or successively in parts. In the latter case, each partial delivery will be invoiced separately to the Client. If the Client fails to pay a Delivery or a partial delivery, Cyclomedia is entitled to suspend or dissolve the Agreement, insofar as it has not yet performed it, without judicial intervention and without any

notice of default from the Client, without prejudice to its right to compensation and without prejudice to its right to claim performance instead of dissolution.

11. Transfer of risk

11.1 The risk with regard to the goods, including Hardware, transfers to the Client at the moment of delivery or the moment when they come into the actual disposal of the Client or an auxiliary person used by the Client, if this is earlier than the moment of the (formal) delivery.

12. Complaints

12.1 All rights allegedly invoked by the Client due to Cyclomedia's shortcomings in the fulfilment of its obligations or other defects in the Products, Software, Hardware and/or (results of) Services supplied by it must be invoked in writing, by registered letter, within 5 working days after the Client has discovered or could reasonably have discovered the defect, failing which the Client's rights in this respect will lapse. The rights of the Client in this respect also lapse if it has attempted to remedy an alleged defect without the explicit written permission of Cyclomedia itself or a third party.

12.2 Complaints regarding invoices must be submitted to Cyclomedia in writing, by registered letter, within 10 working days of the invoice date, stating the reasons, failing which the Client's rights in this respect will lapse.

12.3 Complaints, as referred to above in paragraphs 1 and 2, do not suspend the payment obligations of the Client.

13. Intellectual Property Rights

13.1 All intellectual and industrial property rights to the Products, Software, Results, Hardware and other Materials, Documentation, as well as preparatory material thereof, are vested exclusively in Cyclomedia, its licensors or its suppliers. The Client only obtains the user rights explicitly granted under the Agreement and these terms and conditions of the law. Any other or further right of the Client to reproduce is excluded. The right of use of the Client is non-exclusive and non-transferable to third parties.

13.2 Without prejudice to the provisions of paragraph 1, all other intellectual and industrial property rights to information provided by the Client to Cyclomedia remain vested in the Client, its licensors or its suppliers.

13.3 Cyclomedia guarantees that it is entitled, with due observance of the provisions of the Agreement and these terms and conditions, to grant user rights to the Products, Software and Results provided by Cyclomedia.

13.4 Cyclomedia indemnifies the Client against every third-party legal claim based on the allegation that the Products, Software and Results developed by Cyclomedia infringe an intellectual or industrial property right applicable in the Netherlands, on the strict condition that the Client immediately notifies Cyclomedia in writing of the existence and content of the legal claim and that it leaves Cyclomedia to deal with the case, including the effectuation of any settlements. To that end, the Client will provide Cyclomedia with the necessary authorisations, information and assistance in order to defend himself against these legal claims, in the name of the Client, if so required. With regard to software originating from third parties, the provisions laid down in the (licensing) conditions of the relevant third party apply in accordance with the provisions of Article 9.7.

13.5 The obligation to indemnify mentioned in paragraph 4 of this article lapses if the alleged infringement relates to (i) Materials made available by the Client to Cyclomedia for use, treatment, processing or incorporation, or to (ii) changes which the Client has made or has instructed third parties to make to the Products, Software and Results.

13.6 If it has been irrevocably established at law that the Products, Software and results developed by Cyclomedia infringe any third-party intellectual or industrial property right or if, in the opinion of Cyclomedia, there is a good chance such infringement occurs, Cyclomedia will if possible ensure that the Client can continue to use the supplied or functionally similar other products, software and results undisturbed, for example, by adjusting the infringing elements or by acquiring a user right for the benefit of the Client.

13.7 If Cyclomedia in its sole opinion is unable to ensure that the Client can continue the undisturbed use or if it is not able to do so other than in a manner that is (financially) unreasonably onerous to it, Cyclomedia will take back the delivered goods at a crediting of the purchase costs minus a reasonable payment for use. Cyclomedia will first consult the Client before making a choice in this matter.

13.8 Any other or further liability or indemnification obligation of Cyclomedia due to infringement of third-party intellectual or industrial property rights is completely excluded, including liability and indemnification obligations of Cyclomedia for infringements caused by the use of the supplied Products, Software and Results (i) in a form not modified by Cyclomedia, (ii) in conjunction with products, software and results not supplied or provided by Cyclomedia or (iii) otherwise than for which the Products, Software and Results are developed or intended.

13.9 Cyclomedia is permitted to take technical measures to protect the Products, Software, Results and Hardware against unauthorised use. The Client is not permitted to remove or circumvent this security.

13.10 The Products, Software, Results and Hardware provided by Cyclomedia may not be reproduced, disclosed to third parties in any way or made available or monetised without the express written permission of Cyclomedia.

13.11 If Cyclomedia makes use of materials, products, results, designs, sketches, drawings, images, models, software, data, databases, etc. provided by the Client, the Client indemnifies Cyclomedia against all claims in connection with any intellectual property rights vested thereon.

13.12 The Client is not permitted to change, remove any designation of intellectual or industrial property rights of Cyclomedia or to render it unrecognisable. If the Contractor shows the material to third parties in the context of presentations, publications, web applications or otherwise, the material must be clearly legible with the following provision: © *Cyclomedia Technology B.V.*

14. Confidentiality

14.1 Either party will take all reasonable measures to guarantee secrecy with regard to all private and confidential information taken cognizance of by them or persons engaged by them in the performance of the Agreement.

14.2 Notwithstanding the provisions of the first paragraph of this article, Cyclomedia is at all times entitled to make use of all technological knowledge or expertise of a general nature, obtained in the performance of its obligations under the Agreement, in the context of its business activities.

14.3 Cyclomedia guarantees that its personnel and the persons it employs in the performance of the Agreement will comply with regulations regarding confidentiality established by Cyclomedia.

14.4 Cyclomedia is permitted to disclose to third parties the fact that it has been instructed by the Client to carry out what is stated in the Agreement. This announcement can be made by Cyclomedia in all communicative expressions used by Cyclomedia, with due observance of the provisions of paragraph 1 of this article with regard to the secrecy of confidential data. Cyclomedia is permitted to include the Client in its registration system. This inclusion is solely intended to provide the Client with a better service before, during and after the performance of the contract. The Client gives permission, unless otherwise communicated to Cyclomedia in writing, for relevant data to be sent, whether or not in the form of a newsletter in electronic form.

15. Recruitment of Cyclomedia employees

15.1 The Client commits itself - directly or indirectly via (legal) persons affiliated with it - to Employees who, within the framework of the relationship between Cyclomedia and the Client, have engaged (or are engaged) in the affairs of the Client during the term of the Agreement and for a period of 1 year after the end of the Agreement, not to enter into an employment contract, nor to enter into any other agreement, which results in the Employee concerned performing his work for the Client outside Cyclomedia. Moreover, the Client is not permitted to approach the relevant Employees directly and/or

- indirectly in order to enter or entice them into entering into an employment contract, nor to enter into any other agreement that results in them performing their work for the Client outside Cyclomedia.
- 15.2 In the event of a violation of the provisions of paragraph 1 of this article, the Client must pay Cyclomedia an immediately due and payable fine of €50,000 (fifty thousand euros) for each violation without judicial intervention, without prejudice to Cyclomedia's right to claim compensation.
- 16. Processing of personal data**
- 16.1 If that Cyclomedia processes personal data on the basis of the GDPR as a processor for the Client, the Processing Agreement attached to the Agreement will apply to the processing of personal data by Cyclomedia.
- 16.2 Cyclomedia is entitled to include the personal data concerning the User in Cyclomedia's personal registration, which is required for its administration and management tasks and which may be hosted by a third party. Cyclomedia will comply with the provisions of the General Data Processing Regulation when processing this Personal Data. More information can be found in the privacy statement on the Cyclomedia website.
- 16.3 The aforementioned personal registration is only accessible to Cyclomedia and will not be made available to third parties, other than the provisions of paragraph 2 of this article, unless Cyclomedia is or becomes obliged to do so by law or a court decision. In the event of a data breach that occurs during processing by Cyclomedia pursuant to paragraphs 2 and 3 of this article, the provisions of article 29 of these general terms and conditions apply to Cyclomedia.
- 17. Liability**
- 17.1 Unless agreed otherwise in the Agreement, Cyclomedia's total liability is expressly limited to Cyclomedia's attributable non-fulfilment of its warranty obligations, as included in the relevant specific provisions. Liability of Cyclomedia on any other contractual or extra-contractual legal ground is excluded.
- 17.2 Without prejudice to the provisions of paragraph 1, the total amount of Cyclomedia's liability, on account of undoing, on account of damages, and on account of any other legal ground whatsoever, per contractual year, is limited to the amount (excluding VAT) invoiced by Cyclomedia to the Client and paid by the Client to Cyclomedia in the relevant contractual year on the basis of the Agreement pertaining to the damage-causing event.
- 17.3 Cyclomedia shall never be liable for indirect damage (including loss of profit, loss of opportunities or savings, loss of files or data, business interruption and/or stagnation damage), regardless of the cause. The Client must take out insurance for this, if so desired.
- 17.4 In no event shall Cyclomedia's total liability under any legal ground exceed the amount paid out in the relevant case under Cyclomedia's applicable liability insurance for the benefit of the Client.
- 17.5 The exclusions and limitations of liability described in this article shall not apply if and to the extent that the damage is the result of intentional or deliberate recklessness on the part of Cyclomedia's management.
- 17.6 Cyclomedia shall never be responsible or liable for any inaccuracies, incorrectness, incompleteness or other defects on or in Products, Software, websites, data files, Hardware and other Materials, such as analyses, Documentation, reports, offers, as well as preparatory material thereof, designs, sketches, drawings, visual material, models, data, databases and the like originating from third parties.
- 17.7 If Cyclomedia should be held liable by third parties for any damage, in respect of which an obligation rests on the Client under the Agreement and/or these general terms and conditions, the Client will fully indemnify Cyclomedia in this respect.
- 17.8 Cyclomedia's liability only arises if the Client gives Cyclomedia immediate and proper written notice of default, stating a reasonable term to remedy the shortcoming (unless there is a permanent impossibility to perform), and Cyclomedia continues to attributably fail to fulfil its obligations after that term. Proof of default must contain a detailed description of the shortcoming to enable Cyclomedia to respond adequately.
- 17.9 Without prejudice to the provisions of Article 12, a condition with regard to any right to compensation being created will always be that the Client reports the damage in writing to Cyclomedia as soon as possible after it has arisen.
- 17.10 The exclusions and limitations of liability as mentioned in this article also apply in favour of all (legal) persons employed by Cyclomedia in the performance of the Agreement.
- 18. Force majeure**
- 18.1 If circumstances arise or become known after the conclusion of the Agreement that Cyclomedia was not aware of, nor should have been aware of when entering into the Agreement, as a result of which Cyclomedia cannot fulfil its obligations towards the Client (in a timely manner), Cyclomedia cannot be in default and it is entitled to suspend its obligations.
- 18.2 If compliance by Cyclomedia is permanently impossible due to the aforementioned circumstances, it has the right to demand that the Agreement be amended in such a way that it remains able to perform it, unless this cannot reasonably be expected of the Client in the given circumstances and termination is justified. In the latter case, the Agreement will be dissolved without the Client being able to assert any right to compensation.
- 18.3 The circumstances referred to above also include any circumstance independent of Cyclomedia's will that permanently or temporarily prevents fulfilment of the Agreement, as well as - insofar as not already included - (imminent) war, riots, strikes, (natural) disasters, accidents, epidemics, inflation, government measures, delayed/non-delivery of Cyclomedia (including fuel, energy and water), transport difficulties, fire and disruptions in Cyclomedia's business operations.
- 19. Partial nullity**
- 19.1 If a provision of these general terms and conditions and/or a provision from an Agreement between Cyclomedia and a Client is null and void or should be annulled, the other provisions of these terms and conditions and/or the Agreement will remain in full force. In that case, the parties are obliged to mutually agree to replace the void or annulled provision in a manner that does as much justice as possible to the intention of the void or annulled provision.
- 20. Other provisions**
- 20.1 The Agreement number must be stated on all messages and communications made in relation to the Agreement. Messages/communications intended for the other party must be sent to the address stated in the Agreement or another address made known by the other party. Communications are delivered in person, by email with read confirmation, via the message module on the Cyclomedia website or by registered letter and may be deemed to have arrived upon delivery, three working days after being sent by post if sending takes place in the Netherlands and eight working days in other cases. An email is deemed to have arrived after (electronic) confirmation of receipt.
- 20.2 The parties are not permitted to transfer their rights and obligations arising from the Agreement without the prior written consent of the other party. Claims arising from the agreement can be pledged without prior consent being required.
- 20.3 The Agreement supersedes all previous agreements, offers, proposals and activities between the parties with respect to the subject matter of the Agreement and constitutes the entire agreements between the parties.
- 20.4 Amendments or supplements to the Agreement are valid only insofar as they have been agreed on in writing. Cyclomedia is entitled to amend these general terms and conditions. If the Client believes the amendment to the general terms and conditions entails a substantial deterioration, the Client has the right to terminate the Agreement with due observance of a notice period of six (6) months.
- 20.5 In the event of circumstances which could not be foreseen at the time the Agreement was concluded and which

substantially affect the performance of the Agreement, the parties, in mutual consultation and in accordance with the principles of reasonableness and fairness, will find a solution that takes account of the interest of both parties within the framework of this Agreement.

20.6 The Client acknowledges that, if applicable, the performance of the Agreement may depend on the export administration regulations of the Netherlands or the export licences required by the United States of America. If necessary, the Client will provide Cyclomedia with all documents and information, such as import papers and end-user statements, that Cyclomedia needs to obtain permits.

20.7 Irrespective of whether the Client has informed Cyclomedia that the Products, Software, Hardware, Services and Results have an ultimate purpose which is located outside the Netherlands, the Client is not permitted to export Products, Software, Hardware, Services and Results or parts thereof from the Netherlands without the Client having obtained the required permits and complying with regulations.

21. Applicable law and competent court

21.1 Dutch law applies to all Agreements to which these general terms and conditions apply, as well as any disputes arising therefrom.

21.2 The applicability of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention) is excluded.

21.3 All disputes arising between Cyclomedia and the Client as a result of an Agreement and/or of further agreements arising from it will be settled by the Foundation for the Settlement of Automation Disputes (SGOA) situated in The Hague. The Mediation Regulations of this Foundation also apply.

21.4 In the event of non-payment or late payment of undisputed invoices that are due and payable, the ordinary court in the Netherlands will nevertheless have full jurisdiction. Similarly, the provisional relief judge of the court in the Netherlands will have full jurisdiction in the event of immediate urgency.

B. SPECIAL TERMS AND CONDITIONS OF USE DATA AND DATA INSIGHTS

These Special Terms and Conditions for the Use of Data and Data Insights apply in addition to and, insofar as they conflict, in deviation from the conditions set out in General Section A with respect to Data and Data Insights.

22. Definitions

22.1 The following terms, indicated with an initial capital letter, will have the following meaning in these Special General Terms and Conditions for the Use of Data and Data Insights.

Aquaramas: digital spherical 360° photos taken from the water in any form;

Cycloramas: digital spherical 360° photos in any form;

Data: Cycloramas, Aquaramas, Aerial photos and/or 3D images or other acquired static and/or moving images or sensor data, including LiDAR data;

Data Insights: All data, object information and/or change detection data generated from the Data and/or other data files in any form whatsoever;

Aerial photos: aerial photos in any form;

Assignment: the written or verbal request made by the Client for a licence to the Data and/or Data Insights.

23. Granting of Licence and Terms and Conditions

23.1 Cyclomedia grants the Client a non-exclusive and non-transferable licence to the Data and/or the Data Insights during the term of the Agreement and only under the following conditions, which right the Client accepts.

23.2 The Agreement specifies for which specific purpose(s) the Data and/or the Data Insights are provided to the Client. The licence is limited to the internal use of the Data and/or the Data Insights by the Client for the purposes set out in the Agreement.

23.3 If the Client intends to use the Data and/or the Data Insights for purposes other than those agreed on the basis of paragraph 2 of this article, the Client must submit the intended purposes of use to Cyclomedia in writing for approval. Without Cyclomedia's prior written approval, the Client is therefore not permitted to use the Data and/or the Data Insights for purposes other than those agreed on (further) in writing.

23.4 If Data and/or Data Insights have been blurred out by Cyclomedia, the Client has the right to use excerpts from the relevant Data and/or the Data Insights (to publish them, including any Internet applications) under the condition that the Client, expressly mentions Cyclomedia Technology B.V. as the source in all forms of use. The Client does not have the right to publish the aforementioned Images and/or Data Insights (even if there is blurring and it concerns crops) as entire contiguous data sets. Approval from Cyclomedia as referred to in paragraph 3 of this article is required for this.

23.5 Without Cyclomedia's prior written approval, the Client is therefore not permitted to make the Data and/or the Data Insights available to third parties.

23.6 Furthermore, without the prior written approval of Cyclomedia, the Client is not permitted:

23.6.1 to change or remove references to Cyclomedia in the Data and/or the Data Insights;

23.6.2 with the exception of the provisions of 23.4, to publish the Data and/or the Data Insights (including all conceivable Internet applications). Publication is understood to mean showing the Data and/or the Data Insights in any way to persons, not being (1) employees of the Client, for whom access to this data is necessary for the purpose(s) laid down in the agreement and who have been explicitly authorised to do so by the Client and (2) third parties to whom the processing or parts of the processing of the Data has been outsourced by the Client and for which Cyclomedia has granted permission.

23.6.3 to rent, lease, sub-license, sell, alienate, pledge, transfer as security or use the Data and/or the Data Insights under any title and to third parties for any purpose whatsoever.

23.6.4 to trace metadata from the Data and the accompanying Documentation insofar as this

metadata is not necessary for the intended use of the Data. The tracing of data regarding the recording locations and the tracing of natural persons whose personal data has been made unrecognisable is not permitted under any circumstances;

23.6.5 to systematically download excerpts from the Data and/or the Data Insights;

23.6.6 to use the Data and/or the Data Insights for systematic inventory, annotation and/or change signalling of (characteristics of) objects and points of interest and/or (other) forms of text and data mining as referred to in Article 15o of the Copyright Act (hereinafter "Data Analysis") for publication, distribution, training and/or improvement of artificial intelligence and/or machine learning algorithms, software and models and/or commercial purposes of any kind, including but not limited to renting, leasing, (sub)licensing, selling, alienating, pledging, transferring by way of security or under any title whatsoever and to allow third parties to use (the results of) the Data Analysis for any purpose whatsoever.

23.7 Cyclomedia has the right to suspend, cancel or dissolve the licence with immediate effect - without being obliged to pay any compensation - if the Client does not comply with one or more of the conditions referred to in this chapter, or if Cyclomedia may reasonably assume that the Client does not comply with one or more of these conditions.

23.8 If the Client allows a third party the unauthorised use of the Data, the Data Insights and/or the (results of the) Data Analysis as referred to in paragraph 6.6 of this article, the Client is jointly and severally liable, in addition to this third party, for the payment of a licence fee from the licence registration date of the Client, without prejudice to Cyclomedia's right to recover additional damage resulting therefrom from the Client.

23.9 Cyclomedia is entitled to carry out a licence audit at the Client.

24. Prices

24.1 The Agreement states a general estimate of the numbers of the Data and/or Data Insights and the associated prices. The actual number of Data and/or Data Insights to be made available may give rise to a price correction. The Client acknowledges this possibility and Cyclomedia will inform the Client about this as fully as possible.

25. Provision and Acceptance of Data and/or Data Insights

25.1 Cyclomedia makes the Data and/or the Data Insights available (i) by providing an access code and associated Documentation, (ii) by providing (a) data carrier(s) on which the Data and/or the Data Insights are recorded, (iii) by providing a download link, or (iv) in another manner agreed on by the Parties.

25.2 Before the provision can be effected, the Client will ensure, at its own expense, that the Client has met all conditions set for the provision.

25.3 The Client must a) keep the access codes provided secret, b) protect them effectively and c) immediately report to Cyclomedia the fact that it no longer possesses the access codes or that third parties also possess them, failing which the Client will be liable for the resulting damage suffered by Cyclomedia.

25.4 All periods for making the Data and/or the Data Insights mentioned by and/or applicable to Cyclomedia, if any, have been determined to the best of Cyclomedia's knowledge and will be observed as much as possible. Indicated periods are indicative and not strict deadlines, partly in view of the importance of weather conditions in the creation of the Data. Cyclomedia accepts no liability with regard to non-compliance with the periods.

25.5 If the parties have not agreed on an acceptance procedure, the Data and/or the Data Insights will be deemed to have been accepted when made available. If the parties have agreed to an acceptance procedure, the acceptance period will be five (5) calendar days (unless otherwise agreed) and the Data and/or Data Insights will be deemed to have been accepted by the Client when a) the Client informs Cyclomedia before

- the end of the acceptance period that the Data and/or the Data Insights have been accepted; b) the Client uses the Data and/or the Data Insights in its work processes; or c) Cyclomedia has not received a written notification from the Client within the acceptance period, which specifically states on the basis of which the Data and/or the Data Insights are not accepted. If the Client does not accept the Data and/or the Data Insights, the Client and Cyclomedia will draw up a list of errors that prevent acceptance and Cyclomedia will rectify these errors within a reasonable period of time. If Cyclomedia has not succeeded in rectifying all errors within a reasonable period of time, the parties will discuss possible follow-up steps.
- 25.6 Unless otherwise agreed on in writing, Cyclomedia is not obliged to continue to make the Data and/or the Data Insights available to the Client via its data server or otherwise after the end of the Agreement (for whatever reason).
- 26. Renewal and Cancellation**
- 26.1 An Agreement with a term of one year or more will be tacitly extended by one year unless one of the parties indicates in writing no later than 3 months before the end of a term that it will not renew the Agreement.
- 26.2 If Cyclomedia, due to the non-availability of Data and/or Data Insights, is no longer able to deliver Data and/or Data Insights, Cyclomedia or the Client will be entitled to terminate the Agreement in part, with regard to the unavailable Data and/or the unavailable Data Insights.
- 27. Warranty**
- 27.1 Cyclomedia only guarantees that the Data and/or the Data Insights will comply with the written specifications at the time of availability. Warranties of merchantability and fitness for any use or purpose and that the Data and/or the Data Insights will be available without interruption are expressly excluded.
- 27.2 During a period of 3 months after making the Data and/or the Data Insights available (hereinafter referred to as the 'Warranty Period'), Cyclomedia is obliged to the best of its ability to rectify any substantial defects in the Data and/or the Data Insights in the event of non-compliance with the written requirements. specifications, if necessary by replacing the Data and/or the Data Insights (hereinafter referred to as 'Rectification'). Rectifications will be carried out free of charge, provided that the fees due have been paid in time. Cyclomedia may charge the costs of Rectifications in the event of user errors or other causes not attributable to Cyclomedia. After the Warranty Period has expired, Cyclomedia will not be obliged to make Rectifications free of charge, unless expressly agreed otherwise.
- 28. Personal data and security: Data and/or the Data Insights**
- 28.1 The creation, provision and/or processing of the Data and/or Data Insights may involve processing of personal data within the meaning of the General Data Protection Regulation (GDPR).
- 28.2 Unless the Parties have expressly agreed otherwise, the Client and Cyclomedia are each independent controllers in the context of services within the meaning of Article 28.1. In that case, both the Client and Cyclomedia will behave in accordance with the GDPR and further statutory rules, codes of conduct, privacy regulations and conditions. In the interest of maximum protection of personal data, the Parties undertake to comply with the provisions set out in Articles 28 and 29 of these terms and conditions, when making personal data of Cyclomedia available to the Client as referred to in Article 28.1 and insofar as the Client processes this data.
- 28.3 The Parties will take the necessary measures to ensure the Data is used or processed exclusively for the purpose(s) for which the Data is used and/or the Data Insights have been provided.
- 28.4 The Client will also take measures to ensure that:
- 28.4.1 the Data and/or the Data Insights are only accessible to employees and/or third parties for whom access to this data is necessary on the basis of their position and duties and who are explicitly authorised to do so;
- 28.4.2 all employees and/or third parties who are authorised to access the Data and/or the Data Insights in any way are properly and fully informed of their obligations regarding the lawful processing of the Data and/or the Data Insights based on the applicable law and these General Terms and Conditions, in particular the obligation to process the Data only to the extent required for the proper performance of the Assignment;
- 28.4.3 granted authorisations are adjusted in a timely manner in the event of a change in position or departure of employees;
- 28.4.4 the granted authorisations, as well as all changes thereto, are periodically evaluated;
- 28.4.5 accessing, providing and further use of the Data is registered in such a way that possible misuse at an individual level can be identified and stopped in a timely manner.
- 28.4.6 Cyclomedia furthermore takes measures to ensure that:
- 28.4.7 granted authorisations are adjusted in a timely manner in the event of a change in position or departure of employees;
- 28.4.8 the granted authorisations, as well as all changes thereto, are periodically evaluated;
- 28.4.9 accessing, providing and further use of the Data is registered in such a way that possible misuse at an individual level can be identified and stopped in a timely manner;
- 28.4.10 Data and/or the Data Insights are blurred in accordance with the specifications set by Cyclomedia;
- 28.4.11 data subjects are, as far as possible, informed about the processing of Data and/or the Data Insights.
- 28.5 Each Party will immediately inform the other party of all facts and circumstances as soon as it detects unauthorised use of the Data in connection with the performance of the Agreement.
- 28.6 Cyclomedia will not retain Data and/or Data Insights longer than necessary for the purpose for which Data and/or Data Insights were collected, unless Cyclomedia has contractual or statutory obligations to retain Data and/or Data Insights for longer. In that case, Cyclomedia will take all necessary safeguards to guarantee the privacy of any data subjects.
- 28.7 The Client must immediately destroy the Data and/or the Data Insights and all copies thereof - insofar as the Client has them - if:
- 28.7.1 the Agreement is terminated, regardless of the manner of termination, unless the Client has a perpetual user right;
- 28.7.2 the Data and/or the Data Insights are no longer necessary for the purpose(s) for which the Data and/or the Data Insights were provided.
- 28.8 If the Client receives a request from a data subject (for the provision of information, deletion, correction or other rights that a data subject invokes under the GDPR) or is contacted by the regulatory authority regarding the processing of Data and /or Data Insights, the Client will immediately inform Cyclomedia of this. In that case, the coordination and handling will be carried out by Cyclomedia, where possible in consultation with the Client. Cyclomedia will keep the Client informed of the settlement.
- 28.9 When outsourcing the processing or parts of the processing of the Data and/or the Data Insights by the Client to third parties, the Client remains fully responsible for the correct processing of the Data. To this end, the Client will agree with the aforementioned third party at least the obligations that rest on the Client in this article and will record this in a Processing Agreement.
- 28.10 The Client complies with the requirements to be further specified by Cyclomedia for the elaboration of the rules and conditions set out in paragraph 3 of this article with a view to the security of the Data and/or the Data Insights.
- 28.11 If based on the Agreement, it is permitted to provide or otherwise show the Data and/or the Data Insights to third parties, the party concerned is obliged to impose the restrictions and obligations as contained in these General Terms and Conditions on these third parties, in order to guarantee an equivalent level of protection of the Data and/or the Data Insights.
- 28.12 To comply with the obligations arising from the GDPR, it may be necessary - whether or not in response to a request from a data subject or by order of the Dutch Data Protection Authority - that certain Data and/or Data Insights must be removed or replaced by Cyclomedia and/or Client. In that case, Cyclomedia is not obliged to pay any compensation to the Client.

28.13 If and insofar as a party should be held liable for (damage resulting from) the processing of personal data (as referred to in Article 28 and/or 29) by the other party in violation of the GDPR or other relevant regulations in the field of protection of personal data, the party to whom the damage can be attributed will indemnify the other party against all costs, damage and any claim arising from third-party claims related to the foregoing. The amount of compensation is capped at an amount of EUR 500,000 or the annual contract value insofar as invoiced (whichever is lower).

29. Duty to report data breaches

29.1 The Parties will inform each other as soon as they establish that access to Data and/or Data Insights for unauthorised persons is or was possible or has actually taken place, insofar as necessary to enable the controller within the meaning of Article 4(7) of the GDPR to fulfil its obligations under Article 33 or 34 of the GDPR.

29.2 In that context, the Client will then immediately and at the latest within twenty-four (24) hours after the discovery of a circumstance as referred to in this article, inform Cyclomedia by email [info@Cyclomedia.com] about all relevant facts and circumstances (within the framework of the notification to the regulatory authorities or the parties involved as referred to in this article). The following questions will in any event be answered:

- was access to Data and/or the Data Insights possible for unauthorised persons or did unauthorised access actually take place?
- what was the time of commencement of access for unauthorised persons?
- is unauthorised access to Data and/or Data Insights still possible?
- what is the cause?
- whom can Cyclomedia contact for more information? and
- what are the consequences and what has been or will be done to limit the consequences?

29.3 The Client will always keep Cyclomedia fully informed about the progress of the rectification and all relevant developments regarding the unauthorised access as referred to in this article and the consequences thereof. The Client will take all measures that can reasonably be expected of it to rectify or limit the adverse consequences of the unauthorised access referred to in this article as much as possible.

29.4 The Client is not permitted to communicate with data subjects and/or regulatory authorities in the context of unauthorised access as referred to in this article, except insofar as it is obliged to do so under the GDPR, whereby the Client, if reasonably possible, informs Cyclomedia in advance of its intention to do so and will take into account the reasonable interests of those involved and Cyclomedia in this context.

C. SPECIAL TERMS AND CONDITIONS SaaS (SOFTWARE AS A SERVICE) SERVICES ('SaaS SERVICES')

These Special Terms and Conditions for SaaS Services apply in addition to and, insofar as they conflict, in deviation from the conditions set out in General Section A with respect to SaaS Services.

30. Definitions

30.1 The following terms, indicated with an initial capital letter, will have the following meaning in these Special Terms and Conditions for SaaS Services.

SaaS Services: the access to the Platform and the Software to be granted by Cyclomedia, as further described in or with the Agreement, on the basis of which certain access is granted and rights are granted with regard to the online use of Products and/or Services;

Third Party: a party other than Cyclomedia that provides (some of) the SaaS Services and/or provides other Services for the benefit of the Client;

User Devices: equipment intended to access the SaaS Services such as a laptop, desktop, tablet or smartphone;

Login Procedure: the procedure prescribed by Cyclomedia to enable the User to access the Platform;

31. User right

31.1 Cyclomedia grants the Client a non-exclusive and non-transferable right of access to the Platform for the benefit of the User. In connection with that, Cyclomedia also grants the Client a non-exclusive and non-transferable right to the agreed use of the Software and the Documentation made available for the benefit of the User.

31.2 The user right is granted for use on a maximum of three different User Devices per User during the term of the Agreement, unless agreed otherwise in writing.

31.3 The Client is not permitted to copy the Documentation other than necessary for normal, own use and backup purposes. When making copies, the Client will not change any signs that determine ownership and origin.

31.4 Cyclomedia obtains non-exclusive user rights to what is stored on the Platform, the rights of which are vested in the Client, its licensors or its suppliers for the purpose of performing the Agreement and the further development or improvement of its services to customers for as long as this user right is necessary for the purposes agreed on in this paragraph.

32. Prices and payment

32.1 Unless agreed otherwise, the Client will pay Cyclomedia a fee for the SaaS Services, calculated according to Cyclomedia's rates applicable at that time.

32.2 Unless agreed otherwise, the agreed periodic fee must be paid by the Client in advance. The periodic rate applicable on the commencement date of the term in question is stated in or with the Agreement.

33. Best-efforts obligations Cyclomedia

33.1 Cyclomedia makes every effort to ensure maximum availability and accessibility of the Platform and the SaaS Services.

33.2 Cyclomedia makes every effort to ensure adequate security of the SaaS Services in accordance with the state of the art, without, however, taking away the Client's own responsibility for adequate security of its systems, data and other information, sensitive or otherwise.

33.3 Under no circumstances does Cyclomedia guarantee:

- unobstructed, undisturbed and uninterrupted access to and/or use of the SaaS Services and/or the Software;
- correct and undamaged data transmission;
- the complete reliability and unhackability of the Platform and/or the SaaS Services.

34. Obligations of the Client and User

34.1 The Client is at all times responsible for any use - unauthorised use included - on his behalf, of the SaaS Services and the user and access rights granted to it. The Client will take up a position and act in accordance with that

which can be expected from a responsible and prudent Internet user.

34.2 The Client and the User will notify Cyclomedia in writing as soon as possible of any changes to relevant data concerning the User.

34.3 The Client and the User must comply with the (technical) regulations, conditions and procedures provided by or on behalf of Cyclomedia.

34.4 The Client and the User will refrain from obstructing Cyclomedia, other customers of Cyclomedia and other Internet users and/or causing damage to the Platform and the SaaS Services. The User is prohibited from starting up processes or programs - whether or not via the Platform - of which the User knows or can reasonably suspect that this can obstruct or damage the SaaS Services, Software, Cyclomedia, customers of Cyclomedia or other Internet users.

34.5 The Client and the User are not permitted to transfer or allow third parties to use their Usernames and/or Passwords, the Documentation or other rights arising from the Agreement, unless Cyclomedia has given explicit written permission for this. The Client and the User remain responsible at all times for the use of any username and password.

34.6 Insofar as Cyclomedia does not take care of this or has it taken care of, the Client and/or User are responsible for the necessary hardware and software, peripheral equipment and connections to enable the use of the SaaS Services.

35. Consequences of violation of law or infringement

35.1 Cyclomedia has the right to (temporarily) suspend, decommission and/or terminate the use of the SaaS Services or the user rights with regard to the Software and/or SaaS Services or the delivery of other goods and/or services, if the Client and/or User does not fulfil any obligation towards Cyclomedia or acts contrary to these general terms and conditions. Cyclomedia will inform the Client of this in advance, unless Cyclomedia cannot reasonably be required to do so.

35.2 Cyclomedia will never be liable towards the Client and/or third parties for the consequences of the (temporary) suspension, decommissioning and/or limitation of the use of the Software and/or Services or the delivery of other goods and/or services as referred to in paragraph 1 of this article.

36. Management

36.1 Cyclomedia is entitled to change the SaaS Services or the user rights.

36.2 A change that, in Cyclomedia's reasonable opinion, requires significant adjustment on the part of the Client, will be made known to the Client as soon as possible. The Client will not be able to claim compensation for damage.

36.3 Cyclomedia reserves the right to suspend or terminate the user rights or (the use of) the SaaS Services and/or the Software, if this causes a malfunction or delay of the network of Cyclomedia or third parties or a malfunction or delay of the SaaS Services and/or the Platform. Cyclomedia assesses whether there is such a malfunction or delay and can, without prior notice to the Client, block access or take other measures to remedy the malfunction or delay.

36.4 Cyclomedia is entitled, without prior notice, to (temporarily) decommission the Platform and/or the SaaS Services or to limit their use insofar as this is necessary for the reasonably required maintenance or for the necessary adjustments or improvements of the Platform and/or the SaaS Services to be made by Cyclomedia, without this entitling the Client or User to compensation from Cyclomedia.

36.5 Cyclomedia is at all times entitled to make changes to the Login Procedure without this entitling the Client and/or User to claim compensation from Cyclomedia. In such cases, Cyclomedia will inform the Client and/or User of the changes as soon as possible.

37. Liability

37.1 Cyclomedia is not liable for damage resulting from failure and/or inaccessibility as a result of reasonably required maintenance of or in connection with the SaaS Services and/or the Platform.

- 37.2 Cyclomedia is not liable for any damage resulting from suspension, termination and/or limitation of (the use of) the SaaS Services, access or the user rights as referred to in these Conditions.
- 37.3 The Client is responsible and possibly liable for all use made by the User of the Services or other services and/or goods supplied or provided by Cyclomedia and/or compliance or non-compliance with the agreements agreed on between the Client and Cyclomedia.
- 37.4 Cyclomedia is not liable for any shortcoming in, and/or damage as a result of, the performance of the Agreement regarding the provision of SaaS Services to Client by a Third Party, except if the shortcoming is due to intent and/or gross recklessness on the side of Cyclomedia.

38. Indemnity

- 38.1 The Client indemnifies Cyclomedia against all third-party claims for whatever reason attributable to the User or Client and related to or arising from the use of the SaaS Services or other Products, Hardware and Services supplied by Cyclomedia (including liability for infringement of (intellectual) property rights, invasion of privacy, cross-border data traffic) and it will reimburse Cyclomedia for all costs, damages and fines ensuing from those claims.

39. Term and Termination of the Agreement

- 39.1 Unless the Agreement has been entered into for an indefinite period, early termination of the Agreement is not possible, unless expressly agreed on otherwise or determined in these Terms and Conditions.
- 39.2 Notwithstanding the other provisions, Cyclomedia is entitled, without notice of default or judicial intervention being required, to dissolve the Agreement with immediate effect by registered letter, if Cyclomedia becomes aware that the Client:
- acts in violation of (intellectual property) rights of third parties or applicable statutory rules;
 - makes improper use of the Services, user rights, other goods and/or services of Cyclomedia.
- 39.3 Upon termination of the Agreement, the Client will return all documentation relating to the Agreement it has in its possession to Cyclomedia, except for the Agreement itself, and it will not retain any copies. Furthermore, the Client will in that case no longer use the SaaS Services, the Platform, the Software, username, password and other items.
- 39.4 In the event of early termination of the Agreement, the Client will reimburse all fees for the SaaS Services from the time of termination of the Agreement until the end of the agreed contract term. These fees owed by the Client are immediately due and payable in full by Cyclomedia.
- 39.5 The provision of any Service by a Third Party to the Client ends with immediate effect as soon as the Agreement between the Client and Cyclomedia ends, for whatever reason, without prejudice to the Client's obligation to pay any fees owed to the Third Party.

D. SPECIAL TERMS AND CONDITIONS FOR SERVICES

These Special Terms and Conditions for Services apply in addition to and, insofar as they conflict, in deviation from the conditions set out in General Section A with respect to Services.

40. Definitions

40.1 The following terms, indicated with an initial capital letter, will have the following meaning in these Special Terms and Conditions for Services.

Third Party: a party other than Cyclomedia that provides (some of) the Services for the benefit of the Client;

Scope of the Delivery: a document, forming part of the Agreement, describing the details of the Services provided by Cyclomedia and/or a Third Party engaged by Cyclomedia in the context of the Agreement;

Price: the amounts to be paid by the Client and which are stated in the Price Schedule;

Price Schedule: a document, forming part of the Agreement, describing the Price of the Services to be provided.

41. Changes in the Scope of Delivery

41.1 Until the completion of the Services, either party may request in writing to make a change to the Scope of Delivery. Such a request can only be refused by the other party on reasonable grounds.

41.2 If the parties agree on a change, the details of the change will be confirmed in writing by both parties. Cyclomedia is not obliged to make any changes to the Scope of Supply until there is a written agreement between the parties regarding the adjustment of the Price and the change in time schedules.

42. Completion of the Services

42.1 If the Scope of Delivery (also) includes the preparation and/or provision of documents, the Results thereof will be provided to the Client in draft form. Within fourteen days from the date of provision, the Client can provide written comments which will be discussed between the parties. Agreed changes will be incorporated into the final document. If the Client does not provide any comments during the aforementioned fourteen days, Cyclomedia will be entitled to determine the Results in final form after the end of that period. The Client is deemed to have accepted the Results as soon as they have been determined in final form by Cyclomedia.

42.2 Documents and/or Data received by Cyclomedia from third parties, which must be handed over or made available to the Client as part of the Scope of Delivery, will be transferred in their original form. After handing over, these documents and/or Data are deemed to have been accepted.

42.3 After everything as described in the Scope of Delivery has been accepted by the Client, the provision of the Services is completed.

43. Performance of Services

43.1 Cyclomedia will perform the Services in a professional and businesslike manner, taking all reasonable care in doing so. Cyclomedia can advise the Client during the performance of these Services. Cyclomedia is not responsible for the quality of the advice insofar as it is based on information originating from the Client or a third party designated by the Client. The responsibility for decisions based on the advice of Cyclomedia will lie with the Client.

43.2 The Client agrees that the obligations arising from this article are the only obligations with regard to the quality and suitability of the Results for any purpose arising from the Scope of Delivery. It also excludes all other warranties and conditions that may arise by law or otherwise. Cyclomedia cannot be held liable for any damage resulting from the use of the Results.

43.3 Cyclomedia is entitled to use Services and/or Software of Third Parties during the performance of the Agreement, in which case Cyclomedia is not liable for any shortcoming in, and/or damage as a result of, the performance of the Agreement regarding the provision of Services and/or Software to Client by a Third Party, except if the shortcoming is due to intent and/or gross recklessness on the side of Cyclomedia.

44. Obligations of the Client

44.1 The Client will designate a contact person who:

44.1.1 is authorised to make binding decisions with respect to the Agreement, including completion and changes to the Scope of Delivery; and

44.1.2 can add comments to all documents and Results delivered by Cyclomedia so Cyclomedia can adjust them; and

44.1.3 will provide Cyclomedia in a timely manner with all information about the Client that Cyclomedia needs for the correct performance of the Agreement.

44.2 If the cooperation of the Client's personnel is necessary for the correct performance of the Agreement by Cyclomedia, the Client will make sufficient and sufficiently qualified personnel available to provide support during periods to be agreed on.

44.3 The Client will also:

44.3.1 at Cyclomedia's request, provide Cyclomedia's personnel with the necessary office space, facilities and access to the Client's site and buildings; and

44.3.2 at Cyclomedia's request, provide Cyclomedia with monthly reports regarding the fulfilment by the Client of its obligations; and

44.3.3 at Cyclomedia's request, enter into all licence agreements and make available other resources reasonably necessary to enable Cyclomedia to perform the Agreement; and

44.3.4 Immediately inform Cyclomedia if it finds or suspects that Cyclomedia has made incorrect assumptions or has otherwise taken the wrong course.

44.4 If the Client fails to fulfil any of its obligations, Cyclomedia is entitled to increase the Price, revise the schedule and/or extend the delivery terms in connection therewith. In such a case, Cyclomedia will provide the Client with a statement of the extra costs and delays that arise or are expected to arise as a result of the Client's default. In that case, the Client will:

44.4.1 reimburse Cyclomedia for these costs on the basis of subsequent calculation at the rates applicable at Cyclomedia; and

44.4.2 grant Cyclomedia a reasonable delay in time with regard to the performance of the Agreement.

45. Personnel

45.1 Personnel of one party will comply with the rules and regulations that apply at the location of the other party and which have been communicated to personnel when performing work there.

45.2 Cyclomedia indemnifies the Client against all claims (by third parties) regarding premiums owed in respect of wage tax and social insurance of employees of Cyclomedia involved in the performance of the Agreement.

46. Termination

46.1 Insofar as the Services consist of providing training and/or consultancy for a period of two months or more, the Client may terminate the Services (prematurely) in writing after the Services have commenced, subject to a notice period of 60 days. In that case, the Client will pay Cyclomedia for all work performed under the Agreement up to and including the time of actual termination, on a subsequent calculation basis at Cyclomedia's then-applicable rates and for all costs and expenses of equipment, materials and services ordered or acquired in connection with the Agreement.

46.2 For all cases other than those referred to in paragraph 1 of this article, the Client cannot (prematurely) cancel or otherwise terminate the Services.