

## General Terms and Conditions – Helixiora B.V.

Version 2.0, March 19<sup>th</sup> 2026

### General Provisions

#### 1 Definitions

In these General Terms and Conditions the following words and expressions have the following definitions. Any of the words and expressions shown in the singular shall have the same meaning when used in the plural and vice-versa:

- 1.1 “Agreement” refers to any written document, signed by an authorized representative, confirming the issue of one or more orders to Helixiora by the Client, including but not limited to a quotation, order confirmation or sub-agreement, hereafter referred to as “the Agreement”.
- 1.2 “Business Days”: refers to Monday through Friday from 8.30 until 17.30 CET, with the exception of Dutch national public holidays.
- 1.3 “Client”: refers to the contracting party (*‘opdrachtgever’*) receiving services from Helixiora, in accordance with section 7:400 (1) of the Dutch Civil Code.
- 1.4 “General Terms and Conditions”: these standard terms and conditions that apply to all offers, agreements, and services provided by Helixiora B.V..
- 1.5 “Helixiora” refers to Helixiora B.V., registered at the Dutch Chamber of Commerce under registration number: 90815572 in the Netherlands.
- 1.6 “Helixiora Products & Services”: All products and services provided by Helixiora and the resulting provisions and related activities, which do not originate from third parties and of which Helixiora holds all intellectual property rights, industrial property rights and other rights.
- 1.7 “Products & Services”: All Helixiora Products and/or Third Party Products provided by Helixiora, the resulting provisions and related activities.
- 1.8 “Third Party Products & Services”: All products and services provided through Helixiora, the resulting provisions and related activities, which originate from third parties and to which third parties hold intellectual property rights, industrial property rights and other rights, over which, in principle, Helixiora has no control.

## 2 Applicability

- 2.1 These General Terms and Conditions apply to all offers, quotations, activities, agreements and orders between Helixiora and the Client insofar as the parties do not expressly deviate from these conditions in writing.
- 2.2 The present General Terms and Conditions also apply to all Agreements with Helixiora whose performance requires the engagement of third parties. The third parties engaged by Helixiora may invoke the present terms and conditions towards the Client.

## 3 Start and duration of the Agreement

- 3.1 All Helixiora offers made are without engagement, unless the offer explicitly indicates otherwise in writing. Offers of Helixiora are based on the data, information or requirements made known by the Client.
- 3.2 The Agreement will only be formed and start at the moment when the Agreement is signed by both parties and shared with Helixiora, or when Helixiora performs the Agreement.
- 3.3 Verbal agreements, assignments or other expressions of whatever nature by employees of Helixiora are not valid or binding, unless they have been confirmed in writing by an authorized representative of Helixiora.
- 3.4 An Agreement replaces all preceding oral and written arrangements between both parties regarding the same subject matter.

## 4 Termination

- 4.1 Unless otherwise specified in the Agreement between Helixiora and Client, an Agreement has a duration period of 1 (one) year. After the initial 1 (one) year period the Agreement shall silently extend repeatedly in increments of 1 (one) year each (*'stilzwijgende verlenging'*), unless the Agreement is terminated on time in accordance with applicable provisions.
- 4.2 Termination of the Agreement occurs by means of a registered letter, which must be received by Helixiora no later than 2 months prior to commencement of the 1 (one) year extension period of the agreement (*'opzegtermijn'*).

- 4.3 Helixiora has the right to immediately terminate the Agreement, wholly or partially, without judicial intervention through means of an extrajudicial declaration and/or withdraw and/or annul an offer: if Client is a natural person and becomes deceased; if Client submits a legal request for debt restructuring, including *Wet schuldsanering natuurlijke personen* ("WSNP"); if a request to declare bankruptcy or suspension of payment ('*surseance van betaling*') has been filed for Client; if Client is in a state of bankruptcy or suspension of payment has been granted ; if Client's company is liquidated or ended for any reason other than reconstruction or company merger, or if a substantial part of Client's assets are subject to a prejudgment and / or execution order or the Client's company loses the free disposal thereof, notwithstanding Helixiora's right to claim full compensation for damages. In these cases, any claim by Helixiora will be immediately due ('*opeisbaar*'), and Helixiora will not be liable for early termination of the Agreement.
- 4.4 After the Agreement has been ended, for any reason, Client can no longer obtain any of the rights provided by the Agreement, with the exception of the obligations of both parties which by their nature continue after the conclusion of the Agreement, such as but not limited to, obligations concerning (intellectual) property rights, data rights, confidentiality clauses and non-competition clauses.

## 5 Transfer

- 5.1 The Agreement between Helixiora and Client and the rights and obligations, which flow forth from this Agreement, cannot be transferred to a third party without prior written consent.
- 5.2 Both parties hereby give the right in advance, without needing explicit prior consent of the Client, 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, splitting or acquisition of the party's own company.

In the event this happens, the transferring company shall inform the other party as soon as possible of the transfer.

## 6 Services

- 6.1 Helixiora will deliver Helixiora Products & Services as specified in the Agreement. Any changes to the scope of Services must be agreed upon in writing.
- 6.2 All services provided by Helixiora are performed on the basis of a best-efforts obligation

(*'inspanningsverbintenis'*). All time estimates provided by Helixiora are indicative; no time estimate shall be considered a fatal deadline, unless explicitly stated in writing with explicit reference to section 6:83(a) of the Dutch Civil Code.

- 6.3 All Helixiora Products & Services are carried out by Helixiora on the basis of data, information, requests and/or requirements made known to Helixiora by Client.
- 6.4 Client shall provide all necessary cooperation to Helixiora and shall make known all useful and necessary data and/or other information required for an adequate execution of the Agreement in a timely manner. Client guarantees the accuracy of this data and/or other information.
- 6.5 If data, information and/or requirements necessary for execution of the Agreement, are not provided, not provided in a timely manner and/or not provided in accordance with the Agreement, or if Client fails to meet its obligations in any other way; then Helixiora has in any case the right to terminate or dissolve the Agreement or to suspend execution of the Agreement and Helixiora has the right to charge the costs incurred at its usual rates.
- 6.6 Helixiora does not guarantee the correctness, completeness, accuracy, or suitability for any particular purpose of the Client of Helixiora Products and Services.
- 6.7 Helixiora will only be obligated to follow timely and reasonable instructions (*'aanwijzingen'*) given by Client when providing Helixiora Products and Services, if agreed upon explicitly in writing. Helixiora is not obligated to follow instructions that will alter the content or scope of the Agreement.
- 6.8 If parties agree that Helixiora's activities will take place in phases, Helixiora will be entitled to postpone activities for the following phase until Client has accepted in writing activities performed in the previous phase.
- 6.9 Helixiora is entitled, without the explicit prior consent of Client, to make use of third parties when performing activities unless explicitly agreed otherwise.
- 6.10 All Products and Services that can be considered advice or which can be described as advice, will only be given to the best of Helixiora's knowledge and capability. Helixiora is not responsible and/or liable if the activities that flow forth from advice result in Client's failure to carry out a project within allocated budgets, time schedules and other agreed upon conditions. Helixiora will provide advice on the basis of the conditions required by Helixiora and information received from Client. 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.

## 7 Working conditions

- 7.1 In the event Helixiora performs activities in a location other than its own, Client will be responsible for providing free of charge reasonably requested facilities, such as office space, food and telecommunication facilities. Helixiora shall be entitled to charge travel costs to the Client, unless explicitly agreed otherwise in writing.
- 7.2 For every continuous period within which Helixiora performs activities for less than 3 (three) hours at a location other than Helixiora's place of business, Helixiora will be entitled to charge Client 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.
- 7.3 All service related Helixiora Products and Services, including but not limited to maintenance, support and other services will take place without interruption on Business Days and under normal working conditions, unless otherwise specified in a service level agreement.
- 7.4 Activities that are performed outside of Business Days at the Clients request 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.
- 7.5 If the Agreement has been entered into with a view to performance by one specific person, Helixiora shall always be entitled to replace this person with one or more other persons with the same and/or similar qualifications.

## 8 Consultancy

- 8.1 Helixiora is willing, where possible, to assign Employees to the Client as consultants under conditions to be agreed upon.
- 8.2 A separate Assignment Specification ('*opdrachtspecificatie*') will be drawn up between the Parties, specifying the details of the Employee and the work to be performed by him or her.
- 8.3 These Terms and Conditions apply in full to all agreed Assignment Specifications between Helixiora and the Client, including any extensions.
- 8.4 The Assignment Specification will indicate the period and the number of Working Days and/or hours per week during which the Employee will perform work for the Client or Clients and the fee to be paid. The fee is related to the Employee's level of education, expertise, and experience.

- 8.5 The Client shall not be liable to pay any compensation for vacation days and leave days taken by the Employee.
- 8.6 The Employee made available by Helixiora will perform the work to the best of their ability within the framework set by the Client, but not under the direction, supervision, or responsibility of the Client and/or Clients, partly in view of the specialist knowledge required for the performance of the work.

## **9 Custom Work ('maatwerk')**

- 9.1 All assignments consisting wholly or partially of custom work shall specify in writing the manner of development and the custom work to be developed. Helixiora will carry out the development activities with due care on the basis of information provided by Client, for which information Client guarantees the accuracy, completeness and consistency.
- 9.2 Helixiora is authorized, but not obliged, to investigate the correctness, completeness and/or consistency of the data or specifications provided to Helixiora and, if it is determined that there is any inaccuracy, incompleteness or inconsistency, to suspend activities until such time as Client has remedied the deficiencies.
- 9.3 Following contact between Client and Helixiora, a report may be provided to Client. If Client does not explicitly notify Helixiora in writing of any incorrectness in the report within 4 (four) Business Days after the report has been sent to Client, the report and its contents will be deemed to be approved and accepted by Client. If the matter is urgent, Helixiora may require the Client to immediately approve or disapprove of the report.
- 9.4 A deviation of 10% in the prices mentioned for custom work will be deemed to be accepted by Client and will not require further notification to and/or approval by Client.
- 9.5 Intellectual property rights, industrial property rights, and other rights to custom work remain at all times with Helixiora, unless explicitly transferred to the client via an act of transfer.

## **10 Additional Work ('meerwerk')**

- 10.1 If, in the opinion of Helixiora, a request by Client is in fact a request for additional work ('meerwerk') outside of the scope of the Agreement, Helixiora will notify Client thereof prior to performing additional work. Upon Client's request, the notification will be followed by a specification of the price and additional conditions. Client will decide as soon as possible whether to carry out the additional work.

- 10.2 It will be assumed that Client has agreed to the performance of additional work and the connected costs, if Client has allowed additional work to take place without raising objections in writing prior to the commencement of additional work. If no Agreement has been concluded regarding the fees for additional work, such fees shall be calculated on the basis of subsequent calculation (*'nacalculatie'*) based on Helixiora's standard rate.

## 11 Courses

- 11.1 Participation in courses must be applied for at least 2 (two) weeks prior to commencement of the course. If the requested course is fully booked, Client shall be notified.
- 11.2 Immediately after receipt of an application Helixiora will send a confirmation of receipt regarding the applied for course. For applications which have been made verbally, the confirmation will be considered to reflect the application correctly and completely, unless objections are made in writing within 3 (three) Business Days.
- 11.3 Courses are given against the current applicable rate. Helixiora has the right to charge costs made such as rent for office space, course materials, etc. to Client.
- 11.4 Helixiora reserves the right to cancel a course if the required number of applications is not met. If such cancellation takes place Client will initially be notified at least 1 (one) week prior to commencement of the course. Any course fees paid will be reimbursed. Client may also decide to participate in the course against a higher fee. This will be arranged in consultation.
- 11.5 Cancellations made by Client 4 (four) weeks prior to commencement of the course are free of charge; if cancellation is made any later, 50% of the indebted course fee will be charged. Helixiora will be entitled to charge 100% of the indebted amount for cancellations made either within 1 (one) week before the course, or after commencement of the course.
- 11.6 Helixiora will strive with best efforts to provide the course in accordance with the published schedule but will not be liable if the course must be cancelled or interrupted due to special circumstances. In such an event Helixiora will strive within reason to provide the course or the remainder of the course at a later time. If this is not possible, previously paid course fees will be reimbursed proportionally.
- 11.7 Private courses are courses only provided for Client in which only Client participates. Private courses can be provided at either the location of Client or Helixiora.
- 11.8 Fees for private courses depend on the number of participants. If the number of participants is more or less than the number of participants indicated in the offer,

Helixiora has the right to increase or reduce the applicable fee.

- 11.9 In the event courses are provided at Client's location Client must provide the necessary facilities and office space.
- 11.10 Helixiora reserves the right to refuse participants to a course: if payments due have not been fully paid yet and/or on time before commencement of the course; due to competitive considerations ('*concurrentieoverwegingen*'), or other reasonable grounds for Helixiora.

## 12 Service & support

- 12.1 Support consists of providing verbal (by telephone) and written (e-mail) advice concerning the use and operation of Products and Services. In principle, support takes place on the basis of a periodic service fee. Based on this periodic fee, Client is entitled to 16 (sixteen) response hours per year. If these pre-allocated hours are exceeded, the then applicable hourly rate will be charged.
- 12.2 Helixiora will only provide support on the most current updates of Products and Services. Helixiora is entitled at its sole discretion to provide support on older versions, releases, etc. of the Products and Services.
- 12.3 Helixiora may give recommendations about the way Client's business ought to be organized for an optimal functioning of Products and Services. Helixiora is not liable for the consequences to the functioning of the Products and Services in case Client does not follow these recommendations.
- 12.4 Client is exclusively responsible for making Back-ups in a timely manner. Upon client's request, Helixiora will advise Client of the procedures and security measures necessary regarding securing data and the realization of Back-ups.
- 12.5 Only if and insofar as it has been expressly agreed in writing that Helixiora will provide for the making of Back-ups in whole or in part, Helixiora will make Back-ups. Helixiora 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. Client is at all times fully responsible for regularly checking and testing the integrity, readability and usability of the Backups. This also applies if Helixiora restores a Backup for the benefit of Client, regardless of the reason for this restore.

### 13 Fees and Payment

- 13.1 All stated prices are exclusive of VAT unless otherwise stated.
- 13.2 Invoices are payable within 7 calendar days from the invoice date.
- 13.3 If payment is not received on time, the Company is entitled to charge statutory commercial interest under Article 6:119a of the Dutch Civil Code.
- 13.4 Any legal or collection costs incurred due to late payment are borne by the Client.
- 13.5 All rates and prices stated are valid until the end of the calendar year in which the Agreement was concluded, unless the Agreement provides otherwise.
- 13.6 Helixiora reserves the right to index its rates at 1 January of every calendar year, unless the Agreement provides otherwise. Where applicable, Helixiora will notify the Client in writing 30 days before the actual indexation.

### 14 Right of suspension

- 14.1 Helixiora is entitled to suspend the fulfilment of all its obligations until the moment when all due and payable (*'opeisbaar'*) claims against the Client have been paid in full.
- 14.2 Helixiora's claims against the Client will be immediately due and payable in the event that (a) circumstances which came to Helixiora's attention after the conclusion of the Agreement give Helixiora good grounds to fear that the Client will not fulfil its obligations, or (b) Helixiora asked the Client when the Agreement was concluded to provide security for its performance, and this security has not materialized or is inadequate. In the aforementioned situations, Helixiora will be entitled to suspend the further performance of or terminate the Agreement, without prejudice to Helixiora's right to claim compensation.

### 15 Right of retention

- 15.1 All goods delivered to the Client remain the property of Helixiora until the Client has paid all amounts owed to Helixiora under the Agreement in full. If the Client acts as a reseller, it may sell and deliver the goods subject to Helixiora's retention of title (*'Eigendomsvoorbehoud'*), but only to the extent that this is customary within its normal business operations.
- 15.2 The property law consequences of the retention of title of an item intended for export are governed by the law of the country of destination, if that law contains provisions that are more favorable to Helixiora in this respect.

- 15.3 Rights shall be granted or transferred to the Client, where applicable, on condition that the Client has paid all amounts owed under the Agreement.
- 15.4 Until the Client has paid all amounts due, Helixiora may retain any goods, data, documents, or software it has received or created in connection with the Agreement, even if it is actually required to deliver or transfer them, or may suspend Helixiora Products and Services.
- 15.5 The risk of loss, theft, misappropriation, or damage to goods, data, security measures, documents, or software that are created, delivered, or used within the framework of the Agreement shall pass to the Client as soon as they are in the actual possession of the Client or someone acting on behalf of the Client.

## 16 Confidentiality

- 16.1 Both parties will treat all information received from each other that is explicitly marked or should reasonably be understood to be confidential as strictly confidential and will not disclose it to third parties without prior written consent.
- 16.2 Helixiora and Client mutually commit themselves to the confidentiality of all data and information concerning each other's organization, clients, files, personal data, trade secrets, and Products and Services, of which they become aware during the execution of the Agreement. All confidential data received may only be used in order to execute the Agreement.
- 16.3 Unless otherwise specified in the Agreement, Helixiora is authorized to place the name and logo of Client or Client's clients who are given rights to the Products and Services on the Helixiora website and/or reference list and to make them available to third parties for information. Helixiora may reference the relationship between Helixiora and the Client in marketing material, Website, Social and other media by using Clients logo, trademarks case studies, and videos, as appropriate. Such information will be for public release, and not constitute a violation of intellectual property rights or of a confidentiality obligation.
- 16.4 Client and its clients will not enter into any direct or indirect commercial, employment, or other such relations with employees of Helixiora during the Agreement and for a period of 12 (twelve) months after termination or dissolution of the Agreement, without the written consent of Helixiora. Client will ensure that its clients will comply with the foregoing obligation.
- 16.5 In the event that Client breaches its confidentiality obligation, Client will be charged, without further notification required, a fine of € 5000.- (five thousand euros) for each breach, notwithstanding the right of Helixiora to claim full compensation for damages incurred as a consequence of the breach.

## **17 Intellectual Property**

- 17.1 Helixiora has the exclusive right to further develop the Helixiora Products and Services and place them at the disposal of third parties by means of licenses.
- 17.2 Except where Third Party Products are concerned, all intellectual property rights, industrial property rights, and other rights resulting from all activities carried out by Helixiora, 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 Helixiora.
- 17.3 Client 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 Helixiora.
- 17.4 Client 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.
- 17.5 The intellectual property rights, industrial property rights or other rights of a Product, or a part thereof, can only be transferred to Client by means of a written deed, if Helixiora has these rights.
- 17.6 In the event that Helixiora, Client 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 Helixiora or the rightful third party. If the above mentioned rights do not belong to Helixiora or the rightful third party, Client will cooperate in transferring the above mentioned rights to Helixiora or the rightful third party free of charge.
- 17.7 All intellectual property rights, industrial property rights or other rights of Course material and/or other documentation will remain with Helixiora. Client is explicitly not permitted to duplicate and/or transfer such to a third party for permanent or temporary use. Client will ensure that its employees and/or third parties will comply to the foregoing obligation.
- 17.8 Helixiora shall protect Client from any allegation to the effect that the Helixiora Products and Services violate a copyright valid in The Netherlands. Helixiora shall pay the damages, expenses, and court costs that Client is ordered to pay by the final court ruling, provided that Client: notifies Helixiora immediately, but no later than within 10 (ten) days after Client becomes aware of the infringement or could have become aware of the infringement, in writing of the existence of the allegation of infringement; and hands over

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

- 17.9 Helixiora shall not indemnify Client against an action in the event that: such is based on the fact that Third Party Products and Services provided to Client violate an intellectual property right, industrial property right or other right valid in the Netherlands or elsewhere; what has been provided by Client 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; Client has made a change in or to the Products and Services.
- 17.10 If Helixiora and Client agree that the intellectual property rights, industrial property rights or any other rights of a Helixiora Product, or a part thereof, will be transferred to Client, Client will indemnify Helixiora 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.

## **18 Applicable law**

- 18.1 Client and the Helixiora will process personal data in accordance with the Regulation (EU) 2016/679 - ("General Data Protection Regulation"). If required, the parties will enter into a separate Data Processing Agreement (DPA) upon the Clients request. Client shall indemnify Helixiora from any claim as a result of a violation of any person's right to privacy. Client shall comply with Regulation (EU) 2024/1689 ("Artificial Intelligence Act"), as applicable. Client shall comply with Regulation (EU) 2023/2854 ("Data Act") and related regulations and directives, as applicable.
- 18.2 Client shall not give Helixiora unlawful instructions. Helixiora has the right to refuse instructions reasonably suspected to be unlawful without incurring liability on any basis for such a refusal to execute the instruction. Client shall indemnify Helixiora 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 laws and/or guidelines.

## 19 Liability

- 19.1 Helixiora's total liability shall be limited to compensation for direct damage and to a maximum of the amount Helixiora's liability insurer shall pay out in relation to an event whereby a sequence of related events is regarded as one event, except in case of malicious intent ("*opzet*") or reckless disregard ("*bewuste roekeloosheid*").
- 19.2 Helixiora has insured itself against damage. Helixiora is in any case not liable for further damage and will not compensate for any further damage which Client may suffer on the basis of the Agreement entered into with Helixiora, however caused, including possible claims of liability against Client by third parties, than is covered and actually compensated for by the insurance increased with Helixiora's deductible (own risk), except in case of malicious intent ("*opzet*") or reckless disregard ("*bewuste roekeloosheid*").
- 19.3 Helixiora'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 related events is regarded as one event.
- 19.4 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 Client can demonstrate that these costs have led to the limitation of the damage.
  - c) reasonable costs incurred to repair damage, insofar as Client demonstrates that these costs have led to the repair of damage and Helixiora, upon written request, is unable to offer a timely solution to repair damage itself.
- 19.5 Helixiora's liability for indirect damage, including consequential damage ("*gevolgschade*"), loss of profit, loss of savings, corrupted and/or lost data, delays, losses, damage as a result of a failure of Client to provide the required information or assistance, damage through corporate inactivity and/or claims from third parties against Client, is expressly rejected.
- 19.6 With the exception of the cases mentioned in this liability clause, Helixiora has no liability for damage compensation regardless of what an action towards compensation is based upon.
- 19.7 Helixiora's liability for non-performance exists solely when Client immediately and appropriately notifies Helixiora of the deficiency ("*tekortkoming*") in writing, proposing therein a reasonable time period for correction of the deficiency and Helixiora then culpably fails to meet the aforesaid obligations. The notification ought to be as detailed a description of the deficiency as possible so that Helixiora is able to react adequately.

- 19.8 The condition for the existence of any right to compensation is always that Client notifies Helixiora 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.
- 19.9 Client indemnifies Helixiora from all liability regarding third parties due to allegations as a consequence of deficiency in a product, system or service provided by Client to third parties that consisted of a delivery made by Helixiora.
- 19.10 Helixiora is not liable for damage regardless of its nature caused by Third Party Products and Services which Helixiora has delivered to Client. If possible Helixiora will transfer its rights for damage compensation from the supplier of the Third Party Product in question to Client.
- 19.11 Unless otherwise agreed upon in a service level agreement, Helixiora is not liable for any damage regardless of its nature, which is the result of a failure to provide support or maintenance on time. Helixiora is not liable for damage of any kind that is the result of the fact that Helixiora must comply with certain, changing and new legislation and other regulations.

## 20 Force Majeure

- 20.1 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 (*“niet-toerekenbare tekortkoming”*). The aforementioned *force majeure* circumstances include all circumstances that are beyond Helixiora's influence, as well as business risks, these include but are not limited to: failure to perform by a supplier or provider of information society services, 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.

- 20.2 When a *force majeure* situation is of a temporary nature, Helixiora has the right to suspend its commitments to the Client until the *force majeure* has ceased to exist, without being obliged to any form of damage compensation. In the event that a *force majeure* surpasses a two month period, either party has the right to terminate the Agreement without being obliged to any form of damage compensation regarding such termination. Helixiora reserves the right, in the event of *force majeure*, to collect payment for obligations already fulfilled before *force majeure* occurred.

## 21 Miscellaneous

- 21.1 Helixiora may change these General Terms and Conditions from time to time. Helixiora shall notify the Client of a proposed change to these General Terms and Conditions. If the Client does not raise any reasoned objection in writing within 30 days upon notification the replacement of the General Terms and Conditions by an updated version shall be considered accepted, subject to applicable law and common practice..
- 21.2 In the event of any conflict between the provisions of an Agreement and any documents incorporated therein by reference, such as but not limited to these General Terms and Conditions or an annex to the Agreement, the provisions of the Agreement shall prevail unless otherwise specified.
- 21.3 If any provision of an Agreement or these General Terms and Conditions is invalid, the remaining provisions shall remain in full force. With regard to provisions (or part of the provision) 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 to preserve of the original intent of the invalid provision (or the remainder of the provision in question) to the maximum extent possible.

## 22 Governing Law and Dispute Resolution

- 22.1 This Agreement and these General Terms and Conditions are governed by Dutch law.
- 22.2 Any disputes shall be submitted to the competent court in The Hague, location the Hague, the Netherlands.