

IDENTITY IS KEY

16-06-2026

# General Terms & Conditions Oribi 2.2

**Oribi**

## Version 2.2 | April 2026

These are the general terms and conditions of the entities listed in the table below. They are referred to both collectively and individually as "Oribi" in these general terms and conditions. These entities are part of the Oribi Groep B.V. (Chamber of Commerce under registration number: 84501545). Please refer to <http://www.oribi.nl> for more information.

Entity	Trade name	Chamber of Commerce number	Business address
Oribi Software B.V.	Oribi Identity	17252317	Schijfstraat 8 Unit 2.05 5061 KB in Oisterwijk
JanusID Services B.V.	Oribi Identity Mobile	84772840	Schijfstraat 8 Unit 2.05 5061 KB in Oisterwijk
Compu Act Software B.V.	Oribi Compliance	60412763	De Klugt 8 2141 AS in Vijfhuizen
SmartAIM Nederland B.V.	Oribi Access	54687969	Meidoornkade 22 3992 AE in Houten
CertWell B.V.	Oribi Compliance Qualifications	51501856	Schijfstraat 8 Unit 2.05 5061 KB in Oisterwijk

These general terms and conditions are divided into separate 'Modules'. Module A applies to all offers, quotations and agreements between the Parties with regard to the provision of services by Oribi, regardless of the type(s) of services. The other Modules apply in addition, insofar as the services or supplies in question are covered by the Agreement.

- Module A – General provisions
- Module B – Software-as-a-Service
- Module C – On-Premises Software
- Module D – Purchase of Equipment
- Module E – Data Processing Agreement

# Module A – General Provisions

## 1. Definitions

The capitalized terms in these General Terms and Conditions shall have the meaning set forth below, both in plural and singular.

1. **Account:** the username, password, and any other means of authorization required by an End User to log in to and use certain areas of the Services.
2. **Agreement:** the entire contractual relationship between Oribi and Client, consisting of the agreement signed by the Parties or, if applicable, the Offer approved by Client, as well as these General Terms and Conditions and any appendices such as the Service Level Agreement and Data Processing Agreement, which form an inseparable part thereof.
3. **Client:** any legal entity or natural person acting in the exercise of a profession or business that concludes the Agreement with Oribi.
4. **Client Data:** all data that is stored by Client or individual End Users with the Services, or that is otherwise made available to Oribi by Client in the context of the Agreement.
5. **Confidential Information:** any information that has been designated as confidential, or that the receiving Party should reasonably understand to be of a confidential nature.
6. **Consultancy:** any form of providing expertise for the benefit of Client by Oribi and/or third parties engaged by Oribi.
7. **Data Processing Agreement:** the agreement between the Parties regarding the processing of personal data, included as a Module to the General Terms and Conditions or as a separate document that forms part of the Agreement.
8. **End User:** any natural person who has an Account and who is entitled to use the Software under the Agreement.
9. **Equipment:** all hardware that Oribi will supply to Client under the Agreement, as described in Oribi's Offer.
10. **General Terms and Conditions:** these general terms and conditions of Oribi, including all Modules and any appendices, which form an integral part of the Agreement.
11. **Intellectual Property Rights:** all intellectual property rights and related rights, including but not limited to copyrights, database rights, rights to domain names, trade name rights, trademark rights, design rights, neighboring rights, patent rights, as well as rights to know-how.
12. **Materials:** all websites, (web) applications, data, documentation, concepts, texts, images, advice, reports and other products of the mind in the broadest sense of the word.
13. **Module:** an appendix to the General Terms and Conditions that forms an integral part of them.
14. **Offer:** any written offer of Services from Oribi that is addressed to Client.
15. **On-Premises Software:** the Software licensed by Oribi to Client, which is installed and used at Client's premises, or otherwise on hardware under Client's control or management.
16. **Party(ies):** Oribi and Client, individually or jointly.
17. **SaaS Software:** Oribi's software that is delivered to Client in the form of "Software-as-a-service".
18. **Services:** all services that Oribi will provide to Client under the Agreement, as described in the Agreement and/or applicable Offer(s) of Oribi. These services may include the provision of Consultancy, the provision of Software, the provision of implementation support, training and guidance in the use of the Software and the provision and maintenance of Equipment.

19. **Service Level Agreement:** the document that sets out the specific and measurable performance and service levels with respect to the Services, which is an integral part of the Agreement.
20. **Software:** all software that Oribi supplies to Client under the Agreement, regardless of the form in which the Software is made available to Client.

## 2. Applicability

1. These General Terms and Conditions apply to all Offers made by Oribi and to all Agreements concluded between the Parties arising therefrom, even if they are not provided to Client again in a future Offer.
2. Deviations and additions to the General Terms and Conditions are only valid if they have been agreed in writing between the Parties.
3. Any purchase or other terms and conditions of Client are not applicable to the Agreement and are hereby expressly rejected by Oribi.
4. The General Terms and Conditions consist of different modules. A specific Module applies if the Services fall within the scope described in that Module. In the event of any discrepancies between the general part and a specific Module, the agreements from the specific module in question shall prevail.
5. The Agreement between the Parties may consist of various documents. In principle, these documents apply in addition to each other. In the event of a discrepancy, however, the following order of precedence shall apply, with the aforementioned document taking precedence over the document referred to later:
  - a. the written additions and/or deviations agreed between the Parties with regard to the documents below;
  - b. the approved Offer;
  - c. Data Processing Agreement (if applicable);
  - d. Service Level Agreement (if applicable);
  - e. these General Terms and Conditions.

## 3. Conclusion of the Agreement

1. Agreements are concluded by acceptance of an Offer by Client. All Offers from Oribi are without obligation and valid for 30 days after the date stated in the Offer. Oribi is not obliged to accept an acceptance after the expiry of this period, but if Oribi does so, the Offer will be deemed to have been accepted.

2. If Oribi bases an Offer on essential data or information from Client that turns out to be incorrect, Oribi has the right to adjust the Offer or the Agreement that has already been concluded accordingly or to terminate or dissolve the Agreement.
3. If Client does not formally agree to an offer from Oribi but does give that impression, for example by having certain Services performed by Oribi that are part of the Offer, the Offer will be deemed to have been accepted in full. This also applies if Client requests Oribi to perform certain activities or provide services without waiting for an Offer.
4. Oribi is not bound by a deviating acceptance of the Offer issued by Client, even if the deviation only concerns minor aspects as referred to in Article 6:225 (2) of the Dutch Civil Code (hereinafter: "BW").
5. The application of Article 6:227b(1) and 227c BW is excluded.

## 4. Execution of the Agreement

1. After Client has accepted the Offer, Oribi will make every effort to deliver the Services as soon as possible, in accordance with the Agreement. Any deadlines mentioned by Oribi are always indicative and do not count as strict deadlines.
2. Oribi is entitled to perform the Agreement in phases and to invoice Client separately for the Services provided per phase.
3. Oribi has the right to engage third parties in the execution of the Agreement. Any costs associated with this will only be borne by Client if this has been agreed in advance.
4. In the performance of the Agreement, Oribi will take into account reasonable requests from Client, or will state why it does not do so.
5. If the employees of Oribi or third parties engaged by Oribi have to perform work at a location designated by Client, Client will provide all reasonable support and facilities that are necessary free of charge. At the request of Client, Oribi will instruct the persons concerned to comply with the regulations applicable on location.
6. Client shall:
  - a. provide all necessary cooperation in a timely and efficient manner in connection with the Agreement, including providing access to all systems, integrations, networks and physical locations required by Oribi to provide the Services. In the event of delays in Client's cooperation agreed upon by the Parties, Oribi may reasonably adjust the agreed timetable or delivery schedule;
  - b. provide Oribi with all information and materials that Oribi indicates is necessary, or that Client should reasonably understand to be necessary for the performance of the Agreement;
  - c. when using the Services, follow all reasonable advice and instructions given by Oribi;

- d. provide all necessary access to the information necessary for Oribi to provide the Services, including but not limited to Client Data, program code, security access information, and configuration services, and guarantee the accuracy, completeness, and consistency of this information;
  - e. comply with all applicable laws and regulations relating to its activities under the Agreement;
  - f. obtain (and maintain) all necessary licenses and consents necessary for Oribi to perform its obligations under the Agreement; and
  - g. ensure that its network and systems comply with the relevant specifications provided by Oribi from time to time.
7. If Client does not provide the agreed cooperation as referred to in the previous paragraphs, or if it appears that the information provided by Client is incorrect or incomplete, Oribi has the right to suspend the Agreement until Client has provided the requested cooperation or has provided the required information.
  8. Any delays or additional costs as a result of Client's non-compliance with this article will be borne by Client. Oribi cannot be held liable for this.

## 5. Accounts

1. If it is necessary to use an Account in order to use the Services, the provisions of this article apply.
2. Client and its End Users are responsible for keeping login details confidential. Accounts are personal and may not be used by multiple people.
3. Unless otherwise agreed, Client, also on behalf of its End Users, is responsible for creating, managing and, if necessary, withdrawing Accounts. Client must monitor whether the authorizations and access rights granted to End Users are still up-to-date.
4. Client is expressly prohibited from allowing more than one natural person to use the Services under one Account. Each Account must be assigned to an individual natural person.
5. All actions performed via an Account, including by End Users of Client, shall be for the account and risk of Client, regardless of whether these changes have taken place via a personal Account or an autologin Account. Oribi may assume that these actions were carried out by Client itself or with Client's consent.
6. Oribi may require Client to use two-factor authentication for all Accounts, unless Client opts for authentication via Single Sign-On (SSO). The agreements on the use of SSO are laid down in a separate addendum.
7. If Client suspects or concludes that an Account is being misused, it must immediately take all measures necessary to prevent (further) abuse, for example by changing the password. If Client does not have the opportunity to take appropriate measures itself, Client must immediately report to Oribi so that Oribi can take the necessary measures.

## 6. Acceptance

1. An acceptance test is only applicable if this has been expressly agreed in writing between the Parties. In that case, Client can subject (the results of) the Services to an acceptance test in a suitable acceptance environment. Client will carry out the acceptance test in accordance with the provisions of this article.
2. Prior to the execution of the Agreement, the Parties will record in writing the requirements that the Services must meet. Oribi will then perform the Agreement and deliver the Services to Client.
3. Client will carry out an acceptance test within 5 days after delivery of the Services by Oribi and approve or reject the Services in writing. If Client does not reject the Services within this period, or if Client starts using the Services operationally, these will be deemed to have been accepted. Client must sufficiently substantiate any rejection, so that Oribi has the opportunity to rectify any defects.
4. Client can only reject the Services if they do not meet the agreed requirements or specifications. Client will not withhold its approval on the grounds of minor defects, but such defects will nevertheless be rectified by Oribi as soon as possible after acceptance.
5. In the event of disapproval, Oribi will make every effort to remove the reason for disapproval as soon as possible. Oribi can do this by stating why the reason for rejection does not apply, or by making adjustments. Client will then carry out another acceptance test in accordance with paragraph 3 of this article.
6. If the Services are repeatedly rejected by Client (at least 3 times) and one of the Parties no longer deems further adjustment to be useful, Oribi has the right to terminate the Agreement in writing and with immediate effect. In that case, Client is only obliged to pay for the work already performed by Oribi, but is not entitled to continue using the Services.
7. If the Agreement is performed in phases, Oribi may suspend the performance of the Services in a subsequent phase until Client has approved the results of the previous phase in writing.
8. After acceptance of the Services by Client, Oribi's liability for any defects in the delivered goods lapses, except insofar as explicit promises have been given by Oribi. Oribi is entitled to perform maintenance for Client if this is part of the Agreement.

## 7. Consultancy

1. If the provision of Services includes Consultancy, the provisions of this clause shall apply.
2. Oribi will carry out the Consultancy in a professional and careful manner. Oribi is completely independent in the performance of the Agreement. However, insofar as this is necessary for the execution of Consultancy, coordination with Client will take place in the event of cooperation with others, so that this will run optimally.

3. Unless expressly agreed otherwise by the Parties, Consultancy will be charged on the basis of the time spent and the costs incurred by Oribi, according to the hourly rate as specified in the Offer. If no hourly rate has been agreed, Oribi is entitled to charge its usual hourly rate for the Consultancy already performed.
4. Consultancy is carried out during Oribi's regular business hours, unless expressly agreed otherwise by the Parties.
5. If relevant, the Agreement will stipulate where and at what times the Consultancy will be performed. Client is entitled to change the place where the Consultancy is to be performed. If changing the location leads to demonstrably higher costs for Oribi, Oribi is entitled to demand reimbursement of these costs or a change in the timetable.
6. Oribi provides Consultancy at its own discretion and without the supervision or direction of Client. Client is free to give instructions to Oribi as referred to in Article 7:402 BW.

## 8. Additional work

1. If Client requests additional work or services that fall outside the agreed Services, i.e. requests "Additional work", the Parties will consult on this and Oribi may make an additional Offer to that effect. Oribi will only perform the Additional Work after acceptance of the Offer by Client. Oribi has the right to refuse a request for Additional Work.
2. Oribi does not require further permission for Additional Work for which Oribi can demonstrate that it is reasonably necessary to be able to comply with the Agreement, or if such necessity reasonably follows from the instructions of Client. Such work will then be carried out at Oribi's standard rates applicable at the time of performance of the work in question, unless the Parties have agreed otherwise.
3. Client accepts that the Services as referred to in paragraph 1 of this article may affect the agreed or expected time of delivery of the Services, as well as the mutual responsibilities of the Parties under the Agreement. Oribi may reasonably adjust an agreed timetable or delivery schedule. The necessity or occurrence of Additional Work during the performance of the Agreement is never a reason for Client to terminate or (partially) dissolve the Agreement.

## 9. Intellectual Property Rights

1. All Intellectual Property Rights relating to the Services and Materials developed or made available by Oribi under the Agreement are vested exclusively in Oribi or its suppliers. Nothing in the Agreement is intended to transfer Intellectual Property Rights in whole or in part to Client. Client only acquires the rights and powers thereto that have been expressly granted by Oribi in writing in the Agreement or otherwise.

2. Client only acquires a non-exclusive, non-transferable and non-sublicensable right of use to the Software and Materials described in the Agreement. This right of use applies for the term of the Agreement and exclusively for Client's own use.
3. Client is not permitted to make changes to the Software and Materials, or to remove or adjust any indications of Intellectual Property Rights from them.
4. Client is expressly not entitled to access the source code or the source files of the Software and other Materials, except in the cases in which this is permitted by mandatory law.
5. Client is not permitted to reverse engineer the Software and other Materials (for example by means of decompilation), except in cases where this is permitted by mandatory law.
6. Oribi may take (technical) measures to protect the Software or Materials. If such security measures have been taken, Client is not permitted to avoid or remove them.
7. All Intellectual Property Rights relating to Client Data and Materials that Client supplies to Oribi are vested in Client or its suppliers. Client hereby grants Oribi a right of use of all Client Data, data and Materials provided by Client to Oribi, which right Oribi shall only exercise in the context of the performance of the Agreement. Client guarantees that Client has all rights and permissions necessary for the use of Client Data, data and Materials that Client provides to Oribi, or that Client stores or distributes itself using the Services, and indemnifies Oribi against any claims by third parties in this context.

## 10. Third Party Software

1. The Services may depend on or integrate with services, software, APIs, or other interfaces provided by third parties that are not supplied or managed by Oribi ("Third Party Software"). Oribi shall specify in the Agreement which Third Party Software forms part of the Services.
2. Client acknowledges that the availability, functionality, and quality of Third Party Software are beyond Oribi's control. Third Party Software may be modified, restricted, or discontinued by the relevant provider of such Third Party Software without Oribi having any influence thereover.
3. Oribi shall not be liable for the availability, functionality, or quality of Third Party Software. Client shall indemnify Oribi against any damages and claims arising from the use of Third Party Software.
4. If continuation of (part of) the Agreement is no longer reasonably possible due to modification or discontinuation of Third Party Software, Oribi shall be entitled to terminate or suspend the relevant part of the Agreement without being liable for any damages. Oribi shall notify Client thereof as soon as reasonably practicable.

# 11. Rules of use

1. Client guarantees that the (results of the) Services will not be used for activities that are in violation of applicable laws or regulations. Furthermore, Client guarantees that all End Users (whether employees of Client or third parties) to whom it provides access to the (results of the) Services, will not use the (results of the) Services for activities that are in violation of applicable laws or regulations, and that these persons will comply with the rules of use, as included in this article or possibly made available (further) by Oribi.
2. In addition, it is expressly not permitted (whether lawful or not) to offer or distribute materials through the (results of the) Services that:
  - a. contain malicious content (such as malware or other malicious software);
  - b. infringe any rights of any third party (such as Intellectual Property Rights), or are manifestly libelous, defamatory, abusive, discriminatory or hateful;
  - c. contain information about or may be helpful in violating the rights of third parties, such as hacking tools or explanations about computer crime that are intended to cause the reader to commit criminal conduct and not to be able to defend himself against it;
  - d. constitute a violation of the privacy of third parties, including in any case but not exclusively the dissemination of personal data of third parties without permission or necessity;
  - e. contain terrorist content, as referred to in Article 2(7) of Regulation (EU) 2021/784;
  - f. contain hyperlinks, torrents or references to (locations of) materials that infringe copyrights or other Intellectual Property Rights; or
  - g. contain or are apparently intended to help others find child pornography, bestiality pornography, or animation thereof.
3. In particular, Client and its End Users shall refrain from hindering other customers of Oribi or causing damage to the systems or networks of Oribi or third parties with the use of the Services. It is forbidden to start processes or programs of which Client or its End User knows or should know that they hinder Oribi or third parties, or that they can cause damage.
4. All conduct of End Users is at the expense and risk of Client. Client is responsible for informing them of the applicable rules of use and any other relevant applicable conditions.
5. Client indemnifies Oribi against all damages and claims by third parties arising from, or in connection with, a violation of the provisions in this article by Client or its End Users.
6. Oribi is entitled to deny Client access to the Services in whole or in part if Oribi has established that Client has acted in violation of the applicable rules of use and Client has failed to take measures to end the violation in question after notification by Oribi of this.
7. Oribi is entitled to provide the name, address and other identifying data of Client and/or its End Users to a third party who complains that Client and/or the relevant end user is infringing its rights, as soon as the requirements laid down in the law or arising from case law have been met. Furthermore, Oribi is entitled to provide the name, address and other identifying data of Client

and/or its End Users to the competent authorities if Oribi is obliged to do so under applicable laws or regulations, such as in the case of an authorized order.

8. Oribi strives to act as reasonably, carefully and adequately as possible after complaints about Client and/or its End Users and is not liable for any damage resulting from the measures taken in accordance with this article.

## 12. Availability, maintenance, and support

1. In the event that the Agreement (also) relates to the provision of Services or certain aspects thereof that are made available to Client remotely, Oribi will make every effort to achieve uninterrupted availability of the Service, but will only offer guarantees in this regard if these have been agreed in writing in a Service Level Agreement.
2. Oribi has the right to temporarily put its Services or parts thereof out of service for the purpose of maintenance, modification or improvement thereof, and/or maintenance, modification or improvement of the associated software or other facilities. Oribi makes every effort to ensure that such decommissioning takes place as much as possible at the time when the Service is least used and to inform Client in advance of any planned decommissioning.
3. In the event that Oribi is of the opinion that a decommissioning of the Service is necessary for the proper functioning of the Service, it is entitled to decommission the Service immediately without prior notice to Client. In these cases, Oribi will indicate the reason for this at Client's request. If agreed, Oribi shall provide a certain degree of support to Client in the provision of the Services. Oribi may impose reasonable restrictions on the use of the forms of support offered, even if this has not been expressly agreed in advance. In addition, Oribi is free to determine and/or change the availability and response times of the support.
4. Oribi will provide a reasonable level of support with regard to user questions about the Services, but only offers guarantees if these have been agreed in writing in, for example, a Service Level Agreement.

## 13. Ownership and transfer of risk

1. All goods delivered to Client (including Equipment) shall remain the property of Oribi until all amounts owed by Client on the basis of the Agreement concluded between the Parties, which provides for any transfer of ownership, have been paid to Oribi in full.
2. The risk of loss, theft, misappropriation or damage to data (including user names, codes and passwords), documents, online applications/software or data files that are produced, delivered or used in the context of the execution of the Agreement will be transferred to Client at the

moment that they have been brought into the actual control of Client or an auxiliary person of Client.

## 14. Confidentiality

1. The Parties shall keep each other's Confidential Information strictly confidential and shall only use it for the purpose for which it is provided.
2. The receiving Party shall ensure that the providing Party's Confidential Information receives the same level of protection as its own confidential information, but at least a reasonable level of protection.
3. The Parties also impose the obligation described above with regard to Confidential Information on their employees and any third parties engaged.
4. The obligation to keep Confidential Information does not apply if and to the extent that the receiving Party can prove that it:
  - a. was already in the possession of the receiving Party before the date of disclosure;
  - b. is available from a third party without the latter violating any duty of confidentiality towards the providing Party by providing it;
  - c. is available from public sources, such as newspapers, patent databases, publicly accessible websites or services; or
  - d. independently and without the use of any information from the disclosing Party has been developed by the receiving Party.
5. If a Party receives an order to surrender Confidential Information from a competent authority, it shall have the right to issue it. However, the providing Party shall be informed of the order as soon as possible (in advance), unless this is not permitted by law. If the providing Party indicates that it wishes to take measures against the order (for example by means of summary proceedings), the receiving Party will withhold delivery until a decision has been made on this, to the extent that this is legally possible.

## 15. Payment terms

1. In exchange for the Services, Client will be required to pay fees in accordance with the prices stated in the Agreement.
2. Unless explicitly stated otherwise, all prices mentioned by Oribi are exclusive of value added tax (VAT) and other levies imposed by the government. All prices mentioned are subject to programming and typing errors.

3. No rights or expectations can be derived by Client from a pre-calculation or estimate issued by Oribi, or a budget issued by Client, and cannot be regarded as a fixed price, unless the Parties have expressly agreed in writing on a fixed price for the Services in question.
4. Oribi has the right to invoice the Services in advance. Client hereby agrees to electronic invoicing by Oribi. A payment term of 14 days applies to all invoices sent by Oribi.
5. If Client does not agree with the content of an invoice, Client has the right to suspend the disputed (but not the other) part of the invoice. Any dispute must be made known to Oribi in writing within the payment term. Oribi will assess whether this is justified as soon as possible after a dispute. If the dispute turns out to be unjustified, Client will still pay the outstanding amount within 14 days.
6. Except in the situation described in the previous paragraph, Client shall be legally in default of payment from the due date of the invoice, without prior notice of default being required. In such a case, Oribi is entitled (i) to charge Client the statutory interest for commercial transactions on the outstanding amount, and (ii) to suspend the Services in whole or in part until the outstanding amount has been paid in full by Client.
7. If Client fails to pay an outstanding invoice again after a reminder or notice of default, Oribi has the right to hand over the claim. Any extrajudicial and judicial costs incurred by Oribi, including the costs of lawyers, bailiffs and collection agencies, will in that case be fully borne by Client.
8. Oribi is entitled to adjust the rates once per calendar year on the basis of the CBS service price index, series 2015=100. The adjustment is calculated using the percentage change in the index over a twelve-month period, as determined by Oribi.
9. Oribi is entitled to increase prices in the interim if the rates of its suppliers increase or due to increased costs by making the Services compliant with new laws and regulations. Such an adjustment can take place at any time, provided that Oribi makes it plausible that the increase is a direct result of an increase in supplier tariffs, or is the result of making the Services compliant with new laws and regulations. Oribi is not obliged to provide details of the suppliers involved, but must provide insight into the nature and extent of the cost increase at Client's request.
10. Oribi will inform Client at least 30 days in advance of the intended price change, as referred to in the previous two paragraphs. No separate permission from Client is required for such adjustments, and does not give Client the right to terminate the Agreement.
11. Client is not entitled to set off its payment obligations against any claims against Oribi, for whatever reason.
12. If Oribi has to perform work at a location other than Oribi's usual location (for example at Client's location), Oribi is entitled to charge Client separately for the additional costs if this has been agreed in writing in advance. These costs can include travel costs, travel time, (travel) insurance costs, accommodation costs and costs for food and drinks. Such costs will be charged afterwards, with a specification.

## 16. Liability

1. Oribi's liability for damages or other claims resulting from an attributable failure to perform (including breaches of warranties or indemnities), tort or on any other ground, is limited per calendar year to what is stipulated in this article.
2. Oribi's total liability towards Client for damage or other claims per event (whereby a series of related events counts as one event) is limited to compensation for direct damage up to a maximum amount of the price stipulated for that Agreement (excluding VAT). If the Agreement has a term of more than one year, the maximum liability amount applicable to that Agreement shall be set at the total of the fees (excluding VAT) paid to Oribi under the Agreement in the twelve (12) months prior to the incident causing the damage. In no event shall Oribi's total liability for direct damages, on any legal basis, exceed one hundred thousand euros (EUR 100,000).
3. Without prejudice to the above provisions, Oribi is expressly not liable for indirect damage. In the present case, indirect damage is understood to mean: loss of profit, lost savings, reduced goodwill and damage as a result of business interruption.
4. Oribi's liability due to an attributable failure in the performance of the Agreement will only arise if Oribi is immediately and properly given notice of default in writing by Client, whereby a reasonable period is offered to remedy the failure and Oribi continues to fail imputably even after that period. The notice of default must contain a description of the shortcoming that is as detailed as possible, so that Oribi is able to respond adequately.
5. Any limitations or exclusions of liability of Oribi included in the Agreement will lapse if and insofar as the damage is the result of intent or deliberate recklessness on the part of Oribi, or in other cases where limitation of liability under mandatory law is not permitted.
6. Any claim for compensation by Client shall expire twelve (12) months after the claim arose, unless Client has filed the legal claim for compensation for the damage suffered during this period.
7. Client shall indemnify Oribi as well as its employees and auxiliary persons engaged by it against claims by third parties who suffer damage in connection with the performance of the Agreement as a result of the acts or omissions of Client, the provision of Materials by Client, the inaccuracy or incompleteness of data or information provided by or on behalf of Client and/or unsafe situations at a location designated by Client where work is carried out.
8. Client is, also on behalf of its End Users, responsible for the management of the access rights to the Services. The withdrawal or removal of access, as a result of which users no longer have access to the Services, takes place entirely at the risk and expense of Client. Oribi is not liable for any direct or indirect damage resulting from this, including – but not limited to – loss of access to data, such as Client Data.

## 17. Force majeure

1. Neither Party can be held to comply with any obligation if a circumstance that is beyond the control of the Parties (force majeure) and that could not or should not have been foreseen at the time the Agreement was concluded and nullifies any reasonable possibility of performance.
2. Force majeure includes, but is not limited to: (a) failures of public infrastructure that is normally available to Oribi and on which Oribi is dependent for the performance of the Agreement, but over which Oribi cannot exercise actual control; (b) failures within Oribi's own infrastructure caused by malicious Software, network attacks such as (D)DOS attacks or successful or unsuccessful attempts to circumvent network security or system security; (c) shortcomings of Oribi's suppliers, which Oribi could not foresee and for which Oribi cannot hold its supplier liable, for example because of force majeure at the supplier in question; (d) government measures, civil unrest, war, terror, strikes and floods; (e) defectiveness of goods, equipment, or other material the use of which has been prescribed by Client to Oribi; and (f) long-term unavailability of employees of Oribi or third parties engaged by it as a result of illness.
3. If a force majeure situation has lasted longer than ninety (90) days, each of the Parties will have the right to terminate the Agreement in writing.

## 18. Duration and termination

1. If the Agreement relates exclusively to the provision of a particular Service that ends with the accomplishment of specific work or tasks (i.e. if it is a "one-time agreement"), the term is equal to the period necessary to provide the Services in question.
2. If the Agreement relates in whole or in part to the periodic or constant delivery of certain Services (i.e. if it concerns a "continuing performance agreement"), the term will be recorded in writing. If the Parties have not made any further agreements about the term, the Agreement will be deemed to have been entered into for a period of at least 12 months.
3. Unless the Parties have agreed otherwise, a continuing performance agreement that has been entered into for a definite period of time can be terminated by both Parties in writing at the end of the term with due observance of a notice period of 3 months. In the absence of such termination, the Agreement will always be tacitly extended for the same period as for which the continuing performance agreement was initially entered into.
4. Unless otherwise agreed, a continuing performance agreement entered into for an indefinite period of time by both Parties may be terminated in writing at any time after an initial period of 12 months, subject to a notice period of 3 months.
5. The Parties are not permitted to terminate the Agreement prematurely, except in the cases for which an exception has been explicitly made in these General Terms and Conditions or in other parts of the Agreement.

6. The Parties agree that Article 7:408 paragraph 1 and paragraph 2 BW do not apply to the Agreement.
7. Oribi has the right to suspend the Agreement (in whole or in part) with immediate effect or to terminate or dissolve the Agreement (in whole or in part), if:
  - a. Client does not comply with the obligations under the Agreement or does not do so in a timely manner and does not remedy the shortcomings within a reasonable period of time after notice of default. However, a prior notice of default is not necessary in cases where the default occurs by operation of law under the law;
  - b. Client files for bankruptcy or is declared bankrupt, applies for a suspension of payments or is granted a suspension of payments, Client's business is liquidated, or its business activities are discontinued;
  - c. circumstances arise that make compliance with the Agreement impossible, or as a result of continued performance of the Agreement in its current form cannot reasonably be expected from Oribi.
8. In the event of dissolution of the Agreement, there will be no undoing of the Performance that has already been delivered and the related payment obligations.
9. After termination or dissolution of the Agreement, any remaining claims of Oribi against Client are immediately due and payable, regardless of the reason for termination.

## 19. Continuity

1. The Parties may agree on an arrangement for the continuity of the Services provided by Oribi. Client will owe an additional fee for this.
2. Concluding an escrow agreement or continuity arrangement can be part of this. An escrow agreement or continuity arrangement will then be concluded for the benefit of Client, with an escrow agent or (other) trusted third party in the Netherlands to be agreed upon by the Parties. The scope of the escrow or continuity arrangement is determined by mutual agreement, but may include the data, source code, and documentation of the Service.

## 20. Exit

1. In the event of a legally valid termination of the Agreement by Client, Oribi shall, at the request of Client, the request of which must be submitted in writing before or at the time of the termination by Client, make every effort to cooperate in order to enable migration to and/or transfer of Client Data to Client or a service provider designated by Client. The foregoing is at all times limited to the possibilities offered by Oribi at that time.
2. For the cooperation referred to in the previous paragraph, Oribi will apply its rates applicable at that time. Costs related to transfer to another service provider are also borne by Client.

## 21. Privacy

1. Insofar as Oribi, in the context of the Services, acts as a processor of personal data within the meaning of the General Data Protection Regulation ("GDPR"), the terms and conditions of the Data Processing Agreement agreed between the Parties shall apply.

## 22. Personnel and Non-Solicitation

1. Client is not permitted to employ employees of Oribi or to have them work for him in any other way, directly or indirectly, for as long as the Agreement continues, or one year after its termination, without the prior written consent of Oribi. This prohibition does not apply if the employee responds on his own initiative to a vacancy offered to the general public and published through customary channels.
2. In this context, Oribi employees are understood to mean persons who are employed by Oribi or one of the Oribi affiliated companies or who were employed by Oribi or one of the Oribi affiliated companies no longer than one year ago, regardless of the reason for doing so.
3. Oribi is free to deliver to third parties in addition to Client, even if these are competitors of Client.
4. In the event of a violation of the prohibition referred to in paragraph 1, Oribi may, without a prior notice of default, claim an immediately payable penalty of €50,000 per violation from Client.
5. Without prejudice to the right to a penalty as stipulated in the previous paragraph, Oribi reserves the right to claim damages if the damage suffered by Oribi exceeds the amount of the contractual penalty.

## 23. Amendments

1. Oribi shall be entitled to amend these General Terms and Conditions and shall announce any amendments to the Client at least thirty (30) days in advance. Amendments shall also apply to Agreements already concluded.
2. If the Client does not wish to accept an amendment, the Client may lodge a written objection within fourteen (14) days after the announcement. If Oribi decides to implement the amendment despite the Client's objection, the Client may terminate the Agreement in writing no later than the effective date of the amendment.
3. The above procedure does not apply to amendments of a minor nature or amendments that are in the Client's favour. Such amendments may be implemented unilaterally by Oribi with immediate effect. The Client shall be informed of such amendments as soon as reasonably possible.

## 24. Miscellaneous

1. The Parties may only transfer the rights and obligations arising from the Agreement to a third party with the written consent of the other Party. However, Oribi has the right to transfer the Agreement to a parent, sister or subsidiary company or to a third party in the event of a merger or acquisition, without the prior consent or cooperation of Client. Oribi will inform Client in writing as soon as possible if such a transfer has taken place.
2. The Agreement is governed by Dutch law. To the extent that the rules of mandatory law do not prescribe otherwise, all disputes between the Parties in connection with the Agreement will be submitted to the Dutch court in the district in which Oribi has its registered office.
3. If a provision of the Agreement is found to be null and void, voidable or otherwise invalid, this does not affect the validity of the entire Agreement. In such a case, the Parties will adopt a new provision to replace it that gives shape to the intention of the original clause as much as legally possible.
4. Wherever these General Terms and Conditions refer to "in writing", this shall also include email communication, provided that the identity of the sender and the integrity of the content can be sufficiently established.

## Module B – Software-as-a-Service

This Module contains specific provisions that apply if and insofar as the Agreement relates to the provision of access to (standard) software applications via the Internet (SaaS Software).

## 25. Right of use

1. For the duration of the Agreement (and subject to any conditions included in the Agreement), Oribi grants Client the non-exclusive, non-transferable right to use the SaaS Software, in accordance with the intended use of the SaaS Software.
2. The right of use referred to in the previous paragraph also includes all future updates to the SaaS Software.
3. Unless otherwise agreed in writing, Client and its End Users are not permitted to:
  - a. sublicense or make available the SaaS Software to any third party, whether through rental, Software-as-a-Service constructions, or otherwise;
  - b. make changes to the SaaS Software;
  - c. access the source code of the SaaS Software for themselves or others; and
  - d. remove or make illegible any designations of Oribi or its licensors as rightholder(s) in the SaaS Software or parts thereof.

4. Client is permitted to create Accounts for additional End Users. Client owes the fee for this as laid down in the Agreement, unless otherwise agreed in writing. Client cannot reduce the number of Accounts, unless written consent has been obtained from Oribi.
5. If an Account is created during the month, Oribi is entitled to charge for that Account for that entire month.

## 26. Configuration and deployment

1. If the Agreement relates to standard SaaS Software, Oribi will make every effort to deliver or enable access to the SaaS Software as soon as possible after the Agreement has been concluded, unless a specific effective date has been agreed.
2. If at least one of the following situations occurs, it can be referred to as "delivered":
  - a. through the use of the SaaS Software by Client;
  - b. by a notification from Oribi to Client that the SaaS Software is available;
  - c. by a written or electronic confirmation of delivery of the SaaS Software by Oribi.
3. If the SaaS Software needs to be implemented or configured before commissioning, Oribi will take care of this if this has been explicitly agreed, in accordance with the provisions of the General Terms and Conditions and the Agreement. Client will provide all necessary cooperation during the implementation of the SaaS Software and will comply with Oribi's reasonable requests.
4. If it has not been expressly agreed in writing that Oribi will take care of the implementation and/or configuration, Client is responsible for the implementation and/or configuration of the SaaS Software. Oribi is not responsible for errors made in the implementation and/or configuration of the SaaS Software by Client or third parties engaged by it.
5. If, during the implementation of the SaaS Software, it appears that systems, integrations, equipment, software and/or the IT infrastructure of Client, or third parties engaged by it, need to be adapted in order to be able to implement the SaaS Software, Oribi will consult with Client about this and the Parties will make additional arrangements for the implementation of the SaaS Software. The additional costs to be incurred by Oribi in this respect shall be borne by Client, unless the Parties agree otherwise in writing.
6. Any implementation and/or configuration work will be carried out in accordance with the agreed rates, or in the absence thereof, the then applicable rates of Oribi.

## 27. Availability and guarantees

1. The Services may be integrated with third-party software, databases or systems. Oribi shall use reasonable efforts to ensure that such integrations are available and function correctly. However, the availability and proper functioning of an integration also depend on the provider of the system or the SaaS software with which the integration is or will be implemented, and Oribi

therefore provides no guarantees in this respect. Oribi is not responsible for any content made available to the Client through such integrations.

2. Client accepts that the SaaS Software only contains the functionality and other properties as found in the SaaS Software at the time of delivery ("as is"), therefore with all visible and invisible errors and defects.
3. Oribi will make every effort to remedy problems/defects in the SaaS Software. However, Oribi does not provide any guarantees in this regard, unless otherwise agreed in a Service Level Agreement.

## 28. Storage, data, and power limits

1. Oribi may set a limit on the amount of data traffic and storage that Client may or can actually use via the SaaS Software. If the Parties have not made any agreements about this, a limit applies on the grounds of fair use.
2. Fair use exists if Client uses a maximum of twice as much data traffic and storage as other Oribi Clients would do in a similar situation.
3. If Client consumes more than is permitted under the Agreement, Oribi has the right to charge an additional amount afterwards in accordance with Oribi's usual rates.
4. Oribi shall not be liable if the SaaS Software is not accessible or does not function properly when the applicable usage limits are exceeded.

## 29. SaaS Software amendments

1. Oribi may modify the functionality of the SaaS Software from time to time. Client's feedback and suggestions are welcome, but ultimately Oribi determines which changes will be made. Oribi endeavours, but is not obliged to, provide at least two (2) calendar days' notice that updates will be made. Under no circumstances can Client continue to use the old version of the SaaS Software or claim an announced update that has not been carried out due to circumstances.

## 30. Data Act

1. The following provisions are included in view of the obligations applicable to Oribi when providing Data Processing Services (including SaaS Software), pursuant to Regulation (EU) 2023/2854 ("Data Act").
2. If and insofar as any provision contained herein proves to be in conflict with the Data Act, the Parties shall agree on new provisions that reflect, to the greatest extent possible, the spirit and intention of the conflicting provisions without being in conflict with the Data Act.

3. The capitalized terms in this Module shall have, both in singular and plural, the meaning assigned to them in the General Terms and Conditions, or, failing that, the meaning given to them in the Data Act.
4. The relevant Exportable Data and Digital Assets, as well as Oribi's related information obligations under the Data Act, are further specified on Oribi's website. Data constituting trade secrets or generated exclusively internally by Oribi shall be excluded from transfer where such exclusion does not materially impede the switching process.

## 31. Request to Switch

1. Client shall have the right to submit a request to Oribi at any time, choosing one or more of the following options:
  - a. Switching to another provider of Data Processing Services;
  - b. Switching to an On-Premises ICT infrastructure;
  - c. erasing its Digital Assets and Exportable Data.
2. The switching request must at least specify the Data Processing Service to which the request relates, the Client's explicit choice as referred to in the preceding paragraph and, if (also) opting for the option referred to in paragraph 1 under a., all necessary identifying information regarding the relevant provider.
3. Once Oribi has received a switch request in accordance with this article, a notification period of two (2) months shall commence ("Notification Period"), unless a shorter period has been expressly agreed.
4. During the Notification Period, the Client shall have the right to amend a choice previously communicated to Oribi pursuant to paragraph 1. In such case, the Client must submit a new request, and the previous request shall automatically lapse. Upon receipt of the new request, a new Notification Period of two (2) months shall commence, in accordance with paragraph 3. After expiry of the Notification Period, the choice may only be amended with Oribi's prior consent.
5. In the event of a deletion request as referred to in paragraph 1(c) of this Article, Oribi shall delete the relevant Digital Assets and Exportable Data as soon as reasonably possible after expiry of the Notification Period, unless otherwise agreed. This obligation shall not apply to the extent that (i) this would conflict with statutory retention obligations applicable to Oribi, or (ii) Oribi is entitled to retain and use (parts of) the Digital Assets and Exportable Data, for example where Oribi has a right of use under the Agreement.

## 32. Transition Period and Retrieval Period

1. After the Notification Period, a transition period of up to thirty (30) days will commence ("Transition Period"). If the Transition Period of thirty (30) days is not technically feasible, Oribi will notify Client thereof within fourteen (14) working days after receipt of the switch request. In

such case, Oribi will substantiate this technical unfeasibility, and Oribi will provide an alternative Transition Period, which shall not exceed seven (7) months.

2. Client shall have the right to extend the Transition Period once (1) by a period it reasonably considers more appropriate for implementing the chosen form of switching, provided that the Client acts in good faith. The Client may notify Oribi of such extension in writing either before or during the Transition Period and shall in any event specify the date on which the Transition Period will end.
3. During the Transition Period, Oribi will:
  - a. provide support for Client's exit strategy in the context of the Services, including by providing relevant information;
  - b. provide reasonable assistance, to be coordinated by the Parties, in the Switching process, within normal working hours;
  - c. act with due diligence to maintain business continuity and continue to provide the Services under the Agreement;
  - d. ensure that a high level of security is maintained throughout the Switching process, in particular as regards the security of the data during its transfer and the continuous security of data during the retrieval period specified in the following Article, in accordance with applicable Union or national law; and
  - e. provide information about known risks to the continuity of the Services.
4. During the Transition Period, Client shall:
  - a. provide all the information that Oribi needs to implement the transfer request in a timely manner;
  - b. perform all actions necessary on its part to complete the switching process successfully within the Transition Period, including exporting, converting where necessary, and importing its Digital Assets and Exportable Data, and ensuring that the chosen target environment is adapted where required.
5. After the end of the Transition Period, Client has a retrieval period of thirty (30) days for requesting its Exportable Data and Digital Assets ("Retrieval Period"). After this period, Oribi will delete the Exportable Data and Digital Assets generated directly by Client or directly related to Client if the Switching has been successfully completed as referred to in the following article, subject to statutory retention obligations or agreements to the contrary.
6. During the Notification Period, Transition Period and the subsequent Retrieval Period, the Agreement will remain in effect and unchanged. If the remaining term is not sufficient to bridge the Transition Period, the Agreement will be extended for the period necessary for this purpose at (pro rata) the pricing applicable to the Agreement as agreed.

## 33. Determine successful Switching and termination

1. No later than the end of the Transition Period, Client will inform Oribi in writing whether or not the Switching process has been successfully completed.
2. The process of Switching will be deemed to have been successfully completed as soon as i) Oribi has established on reasonable grounds that the Switching has been successfully completed and has notified Client of this in writing, and Client has not disputed this within seven (7) calendar days; or ii) Client and Oribi have agreed on specific success criteria, those criteria have apparently been met, and this has been confirmed in writing by one of the Parties to the other Party, who has subsequently failed to substantiate this within three (3) calendar days.
3. The Agreement shall terminate automatically and without further notice being required if:
  - a. the process of Switching has been successfully completed as referred to in this article; or
  - b. at the end of the applicable Notification Period, if Client has requested the deletion of the relevant Digital Assets and Exportable Data within the meaning of Article 30.1 under c.
4. If Oribi is aware that the Agreement has been terminated on the basis of this article, Oribi will subsequently send Client a written confirmation of termination of the Agreement as soon as possible.
5. Termination of the Agreement pursuant to this article relates exclusively to the relevant Data Processing Service(s) and does not affect the Agreement with regard to any other Services.

## 34. Switching costs and compensation in the event of early termination

1. Oribi is entitled to charge Client for the costs incurred that arise directly from the performance of or support in the Switch, unless this is not (or no longer) permitted under mandatory law. Oribi will inform Client in a timely manner about the nature and extent of any costs, with a clear specification of the cost elements.
2. If the Agreement is terminated early on the basis of the previous article, Client will owe, immediately and without any right to set-off, the following early termination compensation:
  - a. any outstanding fees for the Services provided prior to the effective date of termination, and
  - b. any unpaid fees covering the remainder of the term of the Agreement, as if the Agreement had not been terminated as a result of the Switch.
3. For variable fees, such as a pay-per-use or other consumption model, a fee is based on a reasonable estimate to be made by Oribi of the use that Client would have been expected to have made over the period referred to in the previous paragraph under b, based on Client's historical consumption average in the previous twelve (12) months or – if shorter – since the effective date of the Agreement.

4. The early termination fee as referred to in the previous paragraphs is calculated over the period in which the Agreement would have continued without early termination.
5. All amounts mentioned in this article are immediately due and payable upon termination. Insofar as (part of) this provision is in conflict with applicable law, Client agrees that it will be converted into a provision that retains the intended effect as much as possible.

## Module C – On-Premises Software

This Module contains specific provisions that apply if and insofar as the Agreement relates to the granting of licences to Software that is installed on-premises at Client's premises or otherwise on Client's hardware (On-Premises Software).

### 35. Licensing

1. Oribi grants to Client, for the duration and under the terms of the Agreement, the non-exclusive, non-transferable and non-sublicensable right to use the On-Premises Software as described in the Agreement in accordance with the intended use of the On-Premises Software, unless otherwise agreed in writing.
2. Unless otherwise agreed, Client is entitled to:
  - a. keep copies of the On-Premises Software for backup purposes. Client must ensure that no unauthorized copies of the On-Premises Software are made. Furthermore, Client must record the number and location of all copies of the On-Premises Software and, at Oribi's request, provide information about the location of these copies;
  - b. use the On-Premises Software exclusively for the purpose of Client's own normal business operations; and
  - c. allow a third-party subcontractor who provides services to Client to use the On-Premises Software in the context of Client's normal business operations, if this is necessary for the performance of these services, provided that Client ensures that these third parties comply with the terms of the Agreement as if these third parties were parties to the Agreement.
3. Unless otherwise agreed in writing, Client and its End Users are not permitted to:
  - a. sublicense or make available the On-Premises Software to third parties, whether through rental, Software-as-a-Service constructions or otherwise;
  - b. copy, modify, duplicate, create derivative works from, publish, or distribute the On-Premises Software or any portion thereof in any form, media, or by any means;
  - c. reverse engineer, decompile, or otherwise reduce the On-Premises Software or any portion thereof to a human-readable form, except as permitted by mandatory law;
  - d. access the On-Premises Software or any part thereof in order to build a product or service that competes with the On-Premises Software;

- e. license, sell, rent, lease, transfer, distribute, disclose, or otherwise commercially exploit or make available to third parties the On-Premises Software;
  - f. access the source code of the On-Premises Software for themselves or others; or
  - g. remove or render illegible any proprietary notices or designations of Oribi or its licensors as right holders in the On-Premises Software or any part thereof.
4. Client must comply with all policy rules and/or instructions relating to the On-Premises Software that Oribi makes known to Client from time to time.
  5. Unless otherwise agreed in writing, Client is at all times responsible for ensuring that the infrastructure, network and systems (including all third-party equipment and software) necessary to use the On-Premises Software are in place, and that Client has all third-party licenses and other authorizations necessary to operate the infrastructure, use the network and systems for these purposes.

## 36. Provision, configuration and installation of On-Premises Software

1. Oribi may make the On-Premises Software available to Client in the following ways:
  - a. via its website, where Client must download it;
  - b. by means of electronic distribution (such as by e-mail) to a contact person to be designated by Client; or
  - c. by prior installation of the On-Premises Software on Equipment supplied to Client by or on behalf of Oribi, whereby the On-Premises Software is installed prior to delivery in such a way that it is ready for initial use.
2. Unless otherwise agreed in writing, Client is responsible for the installation, configuration and integration of the On-Premises Software within its own IT environment. On request and for a fee of Oribi's hourly rate applicable at that time, Oribi can offer support in this regard.
3. If installation of the On-Premises Software takes place prior to delivery by Oribi, Oribi will make reasonable efforts to carry it out in accordance with the agreed technical specifications. Client will report any defects in writing within ten (10) working days after delivery at the latest. After the expiry of this period, the On-Premises Software will be deemed to have been accepted.
4. Oribi is not responsible for errors that occur during installation or configuration of the On-Premises Software by Client or third parties engaged by it.

## 37. Updates

1. Oribi will release updates to the On-Premises Software from time to time that fix known bugs and make (minor) improvements in functionality. Client must use the new version of the On-Premises Software as soon as possible after a new version is available.

2. Updates can be made available via:
  - a. an update server managed by Oribi, to which the On-Premises Software automatically connects;
  - b. a download via the Oribi website; or
  - c. another electronic communication channel (such as email).
3. Client is responsible for the timely installation of available updates. If Client does not install updates or does not install them on time, Oribi is not liable for defects that have been remedied in those updates.
4. After the end of the Agreement, or after the end of the term of the license, Client's right to use the On-Premises Software, and to gain access to updates or upgrades, expires.

## 38. Audits

1. Oribi has the right to test the use of the On-Premises Software by Client once a year by means of an audit, in which computers and systems may be examined by an independent third party.
2. Oribi shall give notice of an audit at least three (3) business days in advance. If the audit shows that the Client has exceeded or otherwise violated the granted right of use, the Client shall, without prejudice to any other remedies available to Oribi under the Agreement or applicable law (including, to the extent legally permissible, a deviation from Article 6:92 BW), immediately pay to Oribi the fees due on the basis of the actual use, as well as a contractual penalty equal to 300% of such additional fees, together with statutory interest from the date on which the fees became due.
3. Oribi will bear the costs of the audit, unless the audit shows that Client has not complied with the terms of the Agreement. In such a case, Client will reimburse all costs related to the audit, in addition to any amount due under the previous paragraph.

## 39. Other

1. Unless expressly agreed otherwise in writing, Oribi does not warrant that the On-Premises Software will meet expectations; the On-Premises Software is provided "as-is" and to the extent permitted by law, without any express or implied warranties, including warranties of conformity, merchantability or fitness for a particular purpose.
2. Client waives the rights under Part 1 of Book 7 BW (purchase) with regard to the On-Premises Software, insofar as they apply. Claims for correctness or correction of errors are only possible as stipulated in the Agreement.

# Module D – Purchase of Equipment

This Module contains specific provisions that apply if and to the extent that the Agreement relates to the purchase of Equipment.

## 40. General and delivery

1. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods ("CISG") does not apply.
2. Equipment is supplied by Oribi "Ex Works" as referred to in the Incoterms 2020. Any packaging and shipping costs may be charged separately to Client.
3. Client must check the delivered Equipment as soon as possible, but in any case, within five (5) days after delivery for any damage or other defects. If Client notices damage or other defects, Client must report this to Oribi immediately and in writing. Client must provide sufficient justification for the damage or defects in the report and must provide Oribi with sufficient evidence to assess the merits of the report.
4. If Client does not report any damage or defect to Oribi within the period referred to in the previous paragraph, the Equipment shall be deemed to have been delivered without damage or defects.

## 41. Installation

1. Unless otherwise agreed, Client is responsible for installing the Equipment after delivery by Oribi. Client must strictly follow all instructions given by Oribi and any instructions or documentation supplied with the Equipment.
2. Only if expressly agreed in writing, Oribi will install the Equipment at a location and manner specified in the Agreement. Oribi is entitled to refuse the installation of Equipment at a particular location if, in Oribi's reasonable professional opinion, installation at that location is not feasible or the proper functioning of the Equipment at that location cannot be guaranteed.
3. Oribi has the right to engage third parties for the installation of the Equipment as referred to in the previous paragraph. Client shall provide Oribi or the third party(ies) engaged by Oribi with access to the designated location and shall provide the necessary cooperation for the installation of the Equipment.
4. Insofar as relevant, Client is responsible for the correct power supplies and network connections. If the mentioned facilities are not present, Oribi may not be able to carry out a correct and complete installation.

## 42. Warranty

1. Client acknowledges that the Equipment provides only the functionality and characteristics as available at the time of delivery. The Equipment is provided "as is" (i.e. with all visible and latent defects), unless additional warranties are expressly provided in the Agreement.

## 43. Returns

1. The return of Equipment is only possible with the prior consent of Oribi.
2. Any costs associated with the return will be borne by Client. Client shall ensure that the Equipment is adequately packaged and must return the Equipment by means of an insured shipment. Return of the Equipment shall be at the Client's risk.
3. Client is obliged to return the Equipment to Oribi in an undamaged condition, except for normal wear and tear of the Equipment. If Oribi finds that Client has made changes to the Equipment without Oribi's written consent, or that the Equipment has been damaged or lost, any costs for replacement or repair will be borne in full by Client.

# Module E – Data Processing Agreement

If Oribi processes personal data under the Agreement on behalf of Client, the provisions of this Module will apply. Unless otherwise agreed, this Module serves as a (sub)Data Processing Agreement in such a case, whereby Oribi must be regarded as a (sub)processor.

## 44. General

1. In the performance of the Agreement, Oribi may process personal data on behalf of Client. If a separate Data Processing Agreement is concluded between the Parties, this will replace this Module.
2. If personal data are processed in the course of the performance of the Agreement, Client must be regarded as the controller if it determines the purpose and means of the processing, or as the processor if Client's customers determine the purpose and means of the processing. Depending on the role of Client, Oribi must be regarded as a processor.
3. All terms in this Data Processing Agreement that are defined in the General Data Protection Regulation ("GDPR") have the meaning assigned to them in the GDPR.

## 45. Purposes of the processing

1. Oribi undertakes to process personal data on behalf of Client under the terms of the Data Processing Agreement. Processing will only take place in the context of the performance of the Agreement, including the purposes that are reasonably related to this or that are determined with further consent.
2. The purposes of the processing, as well as the categories of data subjects and the types of personal data processed in the provision of the Services, are described in more detail on the Oribi website.
3. Oribi will only process the personal data for the purpose of and in accordance with the purposes set by the controller(s) concerned. Oribi acknowledges that within the system, several clients/ controllers can simultaneously supply and process personal data. Insofar as processing is not already described in this Data Processing Agreement, the relevant controller will inform Oribi of the applicable processing purposes.
4. Oribi does not make independent decisions about the processing of personal data for other purposes, including the provision thereof to third parties and the duration of the storage of data. Control over personal data provided via Oribi and processed by Oribi in that context rests with the relevant controller(s). Oribi will only process personal data in accordance with the instructions and purposes of the relevant controller(s).

## 46. Oribi's obligations

1. The Parties will each ensure compliance with the applicable laws and regulations in the field of the protection of personal data, including in any case the GDPR.
2. Oribi will inform Client, at Client's first request of the measures it has taken regarding its obligations under this Data Processing Agreement.
3. Oribi's obligations arising from this Data Processing Agreement also apply to those who process personal data under the authority of Oribi, including but not limited to employees, in the broadest sense of the word.
4. Oribi will immediately notify Client if, in its opinion, an instruction from Client is in conflict with the GDPR.
5. Oribi will support Client in complying with Client's obligations under Articles 32 to 36 of the GDPR, such as supporting the performance of a Data Protection Impact Assessment ('DPIA') or a prior consultation with the supervisory authority, should this be necessary. Oribi may charge reasonable costs for this.

## 47. Transfer of personal data

1. Oribi may process the personal data in countries within the European Economic Area ('EEA'). In addition, Oribi may also transfer the personal data to a country outside the EEA, provided that that country guarantees an adequate level of protection and meets the other obligations incumbent on it under this Data Processing Agreement and the GDPR.

## 48. Engaging sub-processors and providing personal data to third parties

1. Client hereby gives Oribi permission to use a sub-processor for the processing of personal data on the basis of this Data Processing Agreement, with due observance of the applicable privacy legislation.
2. Oribi shall inform Client about the sub-processors engaged by it. The sub-processors that are engaged are described in more detail on the Oribi website.
3. Client has the right to object in writing to any sub-processors engaged by Oribi, stating reasons. If Client objects to sub-processors engaged by Oribi, the Parties will consult with each other in order to reach a solution.
4. In any event, Oribi will ensure that these sub-processors assume the same obligations in writing as have been agreed between Client and Oribi. Oribi guarantees that these sub-processors comply with these obligations correctly and, in the event of errors by these sub-processors, is liable to Client for all damage as if it had committed the error(s) itself.
5. Oribi may provide personal data to third parties on behalf of Client, who can be qualified as sub-processors. The reason that these third parties are not regarded as sub-processors is that they are not engaged by Oribi, but offer their own services to Client. Client is independently responsible for making appropriate agreements about personal data with these Parties.

## 49. Security

1. Oribi will make every effort to take appropriate technical and organisational measures with regard to the processing of personal data to be carried out, against loss or against any form of unlawful processing (such as unauthorized access, damage, modification or provision of the personal data).
2. If it turns out that a necessary security measure is missing, Oribi will ensure that the security meets a level that is not unreasonable, taking into account the state of the art, the sensitivity of the personal data and the costs associated with the security.

## 50. Obligation to report data breaches

1. Oribi will notify Client without undue delay of a personal data breach as referred to in Article 4 under 12 GDPR ('Data Breach'), as a result of which Client will assess whether it will inform the supervisory authorities and/or data subjects or not. Oribi makes every effort to make the information provided complete, correct and accurate.
2. The obligation to report applies regardless of the impact of the Data Breach. Oribi will report the Data Breach to the contact person by e-mail.
3. Oribi's notification to Client about the Data Breach shall include at least:
  - a. the date and time of discovery of the Data Breach;
  - b. the date and time of notification to Client;
  - c. the measures intended and/or already taken to close the data breach and to limit the consequences of the breach;
  - d. information about the Data Breach:
    - a description of the Data Breach;
    - the date on which the Data Breach took place (if no exact date is known: the period within which the breach occurred);
    - what the (alleged) cause of the Data Breach is;
    - what the (as yet known and/or expected) consequence is;
    - the number of people whose data has been leaked (if no exact number is known: the minimum and maximum number of people whose data has been leaked);
    - a description of the group of people whose data has been leaked;
    - whether the data has been encrypted, hashed, or otherwise made incomprehensible or inaccessible to unauthorized persons.
4. Client will ensure compliance with any (legal) reporting obligations. Oribi will follow all reasonable instructions from Client and provide the cooperation necessary to remedy the cause of the Data Breach, to prevent further damage to the data subject(s) and to prevent similar incidents in the future. Oribi may charge reasonable costs for this.

## 51. Handling requests from data subjects

1. In the event that a data subject submits a request to Oribi to exercise his/her legal rights, Oribi will forward the request to Client and inform the data subject of this. The client will then handle the request independently.
2. If it appears that Client needs help from Oribi for the execution of a request from a data subject, Oribi will provide the necessary cooperation. Oribi may charge reasonable costs for this.

## 52. Audit

1. Client has the right to have audits carried out by an independent expert who is bound by confidentiality in order to verify compliance with all points of the Data Processing Agreement.
2. This audit will only take place after Client has a concrete suspicion of misuse of personal data and has requested and reviewed similar audit reports available at Oribi and provides reasonable arguments that justify an audit initiated by Client. Such an audit is justified if the similar audit reports available at Oribi do not provide a definitive answer or provide insufficient information about Oribi's compliance with this Data Processing Agreement. The audit initiated by Client will take place two weeks after prior announcement by Client, and no more than once a year. The Parties will determine the exact date and time of the audit in consultation.
3. Oribi will cooperate with the audit and make available all information reasonably relevant to the audit, and employees as soon as possible and within a reasonable period of time, whereby a period of no more than two weeks is reasonable, unless an urgent interest opposes this.
4. Client guarantees that the audit has the least possible disruptive effect on Oribi's other activities.
5. The findings resulting from the audit carried out will be assessed by the Parties in mutual consultation and, as a result, may or may not be implemented by one of the Parties or by both Parties jointly.
6. The costs of the audit will be borne by Client.