dialogica

TERMS AND CONDITIONS DIALOGICA SAAS
Agreement for the Use of SaaS Digital Dictation and Transcription
Applicable as per October 1st, 2011

By signing or accepting a **CONTRACT FORM DIALOGICA, Agreement for the Use of SaaS Digital Dictation and Transcription**
1.   the Limited Liability Company **DIALOGICA B.V.**, also trading under the name DIALOGICA ASP, registered offices in 1015 JP Amsterdam, Goudsbloemstraat 8, registered at the Chamber of Commerce in Amsterdam under number 34325366, hereinafter also called **"Supplier"**
and
2.   **Client**, mentioned in this Contract Form

each of them hereinafter called: **"party"** and collectively: **"parties"**;

Declare to enter into an Agreement. This Agreement is governed by the **Terms and Conditions of Dialogica SaaS** and **General Module** and **Module 4 of the ICT-Office Terms and Conditions**, mentioned therein, which are attached as Appendix 2.

This agreement is entered on the base of the following Considerations and the following Conditions:

Considerations:

a.   The activities of Supplier include ICT services and in particular the provision of SaaS (Software as a Service).
b.   The term SaaS (Software as a Service) shall be understood to refer to: the 'remote' placing and maintaining at the disposal of Client of software, owned by Supplier or by any third parties, by Supplier via the internet or another network, without providing Client with a physical data medium on which the software in question is stored.
c.   Supplier shall provide Client with SaaS Digital Dictation and Transcription, a software application for digital and telephone dictation of texts, management of the workflow of the resulting dictation jobs, of the users of the system and of the transcription of the dictation jobs, all in accordance with the functionality specified in Appendix 1.
d.   Client wishes to use the Digital Dictation and Transcription Services, offered by Supplier, for professional/business purposes.
e.   Parties shall specify in this contract all relevant agreements made by them.
f.   With regard to the SaaS offered, Supplier shall also apply, in addition to the Terms and Conditions Dialogica, the ICT-Office Terms and Conditions, filed with the Chamber of Commerce for the Central Netherlands under number 30174840, being the industry conditions of the ICT sector which replaced the FENIT conditions as of January 2009.

Contract Specific Conditions

I.   **Closed Beta**
        You understand and acknowledge that the Service is being provided as a "Closed Beta", and is made available on an "As is" and "As available" basis for the purpose of providing Supplier with feedback on the quality and usability of the Service. The Service may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from your device and from peripherals (including, without limitation, servers and computers) connected thereto. Supplier strongly encourages to back-up all data and information on your device and any peripherals prior to using the Service. You assume all risks and all costs associated with your use of the service, including, without limitation, any internet access fees, back-up expenses, costs incurred for the use of your device and peripherals, and any damage to any equipment, software, information or data. In addition, Supplier is not obligated to provide any maintenance, technical or other support for the Service.

II. Changing the Service

Supplier reserves the right to modify, suspend or stop the Service (or any part thereof), either temporarily or permanently, at any time or from time to time, with or without prior notice to you. Without limiting the foregoing, Supplier may provide notice of any such changes to the Service by posting them on its websites and/or via the Service and/or any other way. You agree that Supplier shall not be liable to you or any third party for any modification or cessation of the Service. You acknowledge that Supplier has no express or implied obligation to provide, or continue to provide, the Service, or any part thereof, now or in the future; and in addition, Supplier may at any time, upon prior notice as required by applicable law, institute charges or fees for the Service.

III. Feedback

As part of using the Service, Supplier will provide you with the opportunity to submit comments, suggestions, or other feedback regarding your use of the Service. You agree that in the absence of a separate written agreement to the contrary, Supplier will be free to use any feedback you provide for any purpose.

IV. Limitations on Use

Supplier may impose certain limitations on the use of the Service, including, but not limited to, allocating certain levels of storage capacity to your account, restricting the number of accounts you may register, imposing expiration dates on jobs and removing expired or accepted jobs and files from the Service. You agree to use the Service only for purposes as permitted by this agreement and any applicable law, regulation, or generally accepted practice. Supplier reserves the right to modify or impose any limitations on the use of the Service at any time, with or without notice to you.

V. No Resale of Service

You agree that you will not reproduce, copy, duplicate, sell, resell, rent or trade the Service (or any part thereof) for any purpose.

Contract General Conditions

1.   Agreement and General Conditions Applicable
1.1   The **Agreement for the Use of SaaS Digital Dictation and Transcription** is specified in the Contract Form and signed or accepted by both parties. Parties therewith declare that the Contract Form and the Terms and Conditions Dialogica are inextricably linked.
1.2   In as far as they are not explicitly waived or changed in writing in the Agreement, "General Module" and "Module 4 on Application Service Provision, Software as a Service and Computer Service" of the ICT-Office Terms and Conditions, attached as Appendix 2, are also applicable.
1.3   The provisions of Module 4 shall prevail over those of the General Module. In case of deviation, the terms of the Agreement shall prevail over those two modules. Different provisions of the Agreement specified in the Contract Specific Conditions, shall prevail over those of the Contract General Conditions.

2.   Conclusion of the Agreement
2.1   Parties recognize that the Agreement, specified in the Contract Form, is concluded by Supplier and Client and binding for both parties, if and when:
   • Client - whether or not electronically via the Internet – has accepted the designated offer submitted by Supplier, and Client has provided all information requested by Supplier;
   • Client - whether or not electronically via the Internet – has approved the content specification of the Services according to the Contract Form;
   • Supplier has confirmed the Agreement – either by mail, or by an e-mail to the e-mail address given by Client, or by effectively implementing the Agreement.

2.2 With regard to the conclusion of the Agreement, the subsequent signing of the Contract Form by both parties, possibly in a later stage, must primarily be seen as a voucher of evidence and is not constitutive for the conclusion and realization of the Agreement.

2.3 Client shall report to Supplier, immediately upon receipt by mail or e-mail, within 7 days, any inaccuracies in the written recording of this Agreement in the Contract Form, failing which the Contract Form, also before being signed, shall be seen as a correct representation of the Agreement.

2.4 For the record:
In principle Supplier shall not do business with consumers. If at any moment a consumer will act as a Client, the Terms and Conditions of the Agreement under consideration shall apply in as far as they comply with imperative law for consumer transactions and in that case mandatory provisions regarding consumers shall be considered to be inserted in this Agreement.

3. Definitions

3.1 In the Agreement the following terms have the meanings given below:

Author license	entitles one specific User to make use of the functionalities Of the Services as intended for authors of dictations; primarily the permission to record or upload a dictation
Audio minutes	minutes of sound recording for uploading and storing audio recordings via the Service by an User with an Author License or retrieving or downloading by a User with a Typist License
Telephone minutes for Telephone Dictation	minutes for using the Services to dictate over the phone
Service/Services	the functionality of Digital Dictation and Transcription Services as described in Appendix 1.
Document Management Services	provides the possibility to store, save and administer files in a Document Management System
One-time setup	initial startup and configuration of the Services for Client
User	a person, designated by Client, who is authorized to use the Services
User license	an Author or Typist license
Typist license	entitles one specific User to utilize the functionalities of the Service, intended for typists who work out dictated texts
Program Version/ Plans	as is described in Appendix 1, the Services will eventually be offered in multiple package variants that differ by the number of functionalities offered: functions, options and services, called Program Versions/Plans; because the service and the underlying software are being developed constantly, the various program versions will be adapted from time to time with enhanced or additional functionality. The latest valid specifications can be found at the website of the Supplier.
Up- and downgrading	the adaptation of the agreed Program Version/Plans during the (automatically extended) duration of this Agreement to a higher = more comprehensive or less = less extensive level of functionality by choosing a different Program Version/Plans

4. Agreed services, term, starting date and termination

4.1 Under the Agreement, Supplier provides to Client and at the same time Client buys from Supplier the Services, in the Program Version/Plan at rates and payment conditions specified in the Contract Form or Order Form and scope and details specified at the website of the Supplier.

4.2   The Agreement shall be entered into for the term agreed between the parties and stipulated in the Contract Form. If no term has been agreed, a term of one year/12 months after the turnkey delivery of the Services to Client shall apply. After the expiration of the term of the Agreement, the term shall be extended automatically for the same period each time, unless Client or Supplier terminates the Agreement in writing with due observance of a notice period of at least 1 month prior to the end of the term.

4.3   To realize the turnkey delivery of the Services to Client, Supplier provides the One-time setup within 7 working-days after the conclusion of the Agreement.

4.4   In as far as Supplier is able to realize such within his (automated) conduct of business, a limited part of the functionality of the Services will be opened up online for Client directly after completion of the Agreement. However, before the completion of the One-time setup, neither Client nor Supplier may derive any kind of obligation or liability in this respect.

5.   Price, invoicing and payment

5.1   Supplier invoices Client, after the Contract Form and/or Order Form has been signed/accepted, the remuneration payable for the agreed User licenses or Audio minutes, the agreed package of Document Management Services and/or Telephone minutes and initially also one-time setup costs, all in accordance with the agreed Program Version/Plan, term, payment conditions and rates specified in the Contract Form or Order Form, in the month before or the first month of every payment term.

5.2   Payment of the invoice, referred to in paragraph 5.1, as well as all further invoices from Supplier to Client, is due immediately.

5.3   If Client fails to pay the amount due within 14 days after the invoice date, Supplier is entitled to block the Client's access to the Services with immediate effect.

5.4   On each automatic renewal of the Agreement, Supplier invoices Client for the continuation period, in accordance with paragraph 4.1 and the agreed payment conditions, in the month before or the first month of every payment term, the amounts payable.

5.5   Supplier is entitled to adjust prices and rates. Price and rate adjustments of User licenses and Document Management Services shall not affect existing User licenses and package Document Management Services during the agreed fixed term; their new prices and rates shall apply from the renewal date. Supplier informs Client of these adjustments. Client is bound to accept such adjustments, unless he terminates the Agreement in writing - or in any other manner specified by Supplier - with due observance of a notice period of at least 1 month prior to the end of the agreed fixed term. If this applicable notice period exceeds the period until the date the adjustment will take effect for Client, a notice of termination from Client within 1 month after notification of the adjustment by Supplier, shall be regarded as timely termination.

6.   Purchase of additional Audio Minutes and/or Telephone minutes for Telephone Dictation

6.1   At all times Client may purchase additional Audio minutes and/or Telephone minutes for Telephone Dictation, all in accordance with the Program Version/Plan specified in the Contract Form and scope and details specified at the website of the Supplier at the then rates then applicable with Supplier. The website of Supplier gives an explanation of how to apply for these additional Audio minutes and/or Telephone minutes. The new balance for Audio minutes and/or Telephone minutes will be available to Client if and when the addition is approved by Supplier. The procedure followed may imply that advance payment is mandatory.

6.2   Audio minutes and Telephone minutes for Telephone Dictation which remain and are unused at the moment of termination of the Agreement, shall expire without any refund obligation for Supplier.

7. Further adjustments

7.1 Without owing new Setup costs, Client may up- or downgrade the Program Version/ Plans and/or add or remove User Licenses and/or storage space for the Document Management Services and/or any other available options from the scope of the agreed Services. Adjustments will be effective by mutual approval from both parties - whether or not electronically via the Internet – of a modified Contract Form and/or Order Form. Regardless of any different provision in the Agreement, the confirmation by Supplier of the new Contract Form between parties shall be binding, unless Client, immediately upon receipt of the confirmation, notifies Supplier of eventual errors.

7.2 Upgrading of the Program Version and Extensions of the scope of the Services can ultimately start within 7 days after the date of approval by Supplier and will apply directly for the remaining term of this Agreement. Downgrade or reduction of the scope and/or level of the Services, however, can only be started as per the next renewal date of this Agreement, and therefore will not affect the current fixed term.

7.3 Supplier is entitled to adjust scope and details of Program Versions/Plans. Supplier informs Client of these adjustments and the date these shall apply. Client is bound to accept such adjustments, unless he terminates the Agreement in writing - or in any other manner specified by Supplier - within 7 days after notification of the adjustments by Supplier.

7.4 Supplier may furthermore update or change these Terms and Conditions, and/or Service level: Mutual expectations and/or Privacy Policy from time to time and recommends that Client reviews them on a regular basis. Client understands and agrees that the continued use of the Service after the Terms and Conditions and/or Service level: Mutual expectations and/or Privacy Policy have changed constitutes the acceptance of them as revised.

7.5 Except in the event that the Agreement is terminated and ended, the minimum number of User Licenses that Client needs to hold is one Author license or one Typist license.

7.6 Changes will always take place in accordance with the rates prevailing between parties at the moment of the adjustment.

8. Service level

8.1 Supplier is committed to exercise the greatest possible care to ensure an undisturbed use of the Services for Client. Parties agree that in this respect Supplier has a commitment to do the utmost but cannot guarantee to indeed deliver results.
In this context parties also agree that at the same time the intended use of the Services by Client depends on a significant number of factors beyond Supplier's control, such as disclosure of information by Client, meeting the environment requirements (hardware and software) for using the Services by Client within its organization, the proper functioning of communication facilities like Internet, and the proper functioning of the software with which the Services are provided and which has not been developed by Supplier and for which Supplier also only is the licensee. What parties (may) expect from each other is elaborated further in Appendix 3.

9. Client Representation

9.1 The Agreement is signed on behalf of Client by an authorized representative of Client, who is personally responsible for his jurisdiction in this matter. To the extent that the signatory is not registered as an authorized representative in the official Commercial Register, a copy of the written proxy, on which the jurisdiction of the signatory is based, will, as an Appendix to the Contract Form, be send to the Supplier by fax, mail, or as an attachment to an e-mail or in any other manner specified by Supplier.

9.2 The signatory/representative, as referred to in paragraph 9.1, is considered to be formally authorized to represent Client in relation to Supplier for all matters concerning this Agreement and any changes therein. Insofar as no restrictive provisions are mentioned in the possibly attached proxy, Client shall inform Supplier in writing of any restrictions in the formal authority of the person in question, failing which this person is considered to be fully authorized in relation to Supplier, regardless of the contents of any entry in public registers.

9.3   Regardless of any registration in public registers, Client is obliged to inform Supplier in writing of any amendment or withdrawal of those powers of the representative referred to in paragraph 9.1, failing which such change or revocation may not be invoked in relation to Supplier.

9.4   With designation of a successor contact person/representative, the provisions of this article shall apply mutatis mutandis.

10.   Privacy Policy

10.1   Client understands that by using the Service, Client consents and agrees to the collection and use of certain information about the use of the Service in accordance with Supplier's Privacy Policy which most up to date applicable version can be found at transcription.dialogica.biz/ppolicy.php. Information collected when using the Service may include technical or diagnostic information related to the use that may be used by Supplier to maintain, improve and enhance the Service. For the Client further understands and agrees that this information may be transferred to The Netherlands and/or other countries for storage, processing and use by Dialogica and/or its partners.

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APPENDIX 1

Description Functionality Digital Dictation and Transcription Services
Per October 1st, 2011

	PLANS		
	Solo Dictation	**Solo Transcription**	**Gold**
free call in dictation minutes	0	0	180
free audio minutes	180	180	unlimited
Storage space, gb	0,25	0,25	2
Secure web access	yes	yes	yes
Maximum # of users per account	1 Author	1 Typist	unlimited
Maximum length call in dictation	unlimited	NA	unlimited
Delivery of dictation files	in system	in system	in system
On line document management (DMS)	store, retrieve	store, retrieve	store, retrieve
Search functions	yes	yes	yes
Manage transcription jobs online	yes	yes	yes
Reporting	yes	yes	yes
Upload from handheld recorders	yes	yes	yes
Job status tracking	yes	yes	yes
User management	yes	yes	yes
Workflow management	yes	yes	yes
Group based workflow management	no	no	yes
Skill based workflow management	2	2	unlimited
Transcription process management	yes	yes	yes
Integrated transcription outsourcing	yes	yes	yes
Management dashboard	no	no	yes
User dashboard	no	no	yes
Own logo and color setting	no	no	yes
Extra promotional support (providers)	NA	no	yes
Customer Support	e-mail	e-mail	e-mail

APPENDIX 2

A. ICT-Office Terms and Conditions - General Module

The ICT~Office Terms and Conditions are filed with the Chamber of Commerce for the Central Netherlandsunder number 30174840.

GENERAL

1. Applicability of the ICT~Office Terms and Conditions

1.1 The ICT-Office Terms and Conditions have been drawn up by ICT-Office. The ICT-Office Terms and Conditions consist of the present General module and the following separate, specific modules:

1. Software license
2. Development of software
3. Maintenance of software
4. Application Service Provision, Software as a Service and Computer Service
5. Development and maintenance of a website
6. Webhosting
7. Secondment services
8. Courses and training programmes
9. Advice, consultancy and project management
10. Other services
11. Sale of ICT, telecommunication and office equipment and other goods
12. Renting out ICT, telecommunication and office equipment
13. Maintenance of ICT, telecommunication and office equipment
14. Internet access
15. Telecommunication services
16. Financing and leasing of ICT.

1.2 This General module of the ICT-Office Terms and Conditions shall apply to all offers and agreements whereby the Supplier provides the Client with any goods and/or services whatsoever and however described. The specific module or modules of the ICT-Office Terms and Conditions agreed between the Supplier and the Client shall also apply. If any part of this General module of the ICT-Office Terms and Conditions conflicts or is incompatible with any of the provisions of the specific module or modules of the ICT-Office Terms and Conditions agreed between the Supplier and the Client, the provisions of the specific module or modules in question shall prevail.

1.3 Where the ICT-Office Terms and Conditions refer to 'general terms and conditions', this shall be understood to mean the provisions of this General module in combination with the provisions of one or more agreed specific modules of the ICT-Office Terms and Conditions.

1.4 Additions to or deviations from these general terms and condition shall only apply where agreed in writing between the parties.

1.5 The applicability of any of the Client's purchasing or other conditions is expressly rejected.

1.6 If any provision of these general terms and conditions is null and void or is voided, the other provisions of these general terms and conditions will remain fully in effect. In this case, the Supplier and the Client will consult with one another to agree new provisions to replace the void or voided ones. In doing so, the purpose and meaning of the void or voided provision will be taken into account as far as possible.

2. Offers

2.1 All offers and other statements issued by the Supplier shall be subject to contract, except where specified otherwise in writing by the Supplier.

2.2 The Client shall guarantee the accuracy and completeness of the information that it submits to the Supplier and on which the Supplier bases its offer. The Client shall at all time exercise the greatest possible care to ensure that the requirements that the Supplier's services must meet are accurate and comprehensive. Measurements and information stated in drawings, pictures, catalogues, websites, quotations, advertising material, standard sheets etc. shall not have a binding effect on the Supplier, except where explicitly specified otherwise by the Supplier.

3. Price and payment

3.1 All prices are exclusive of turnover tax (VAT) and other government levies that have been or are later imposed. Except where agreed otherwise, all prices are in euros in all cases and the Client must effect all payments in euros.

3.2 All cost estimates and budgets issued by the Supplier shall be merely indicative, except where specified otherwise in writing by the Supplier. The Client may under no circumstances derive any rights or expectations from any cost estimates or budgets issued by the Supplier. An available budget made known by the Client to the Supplier shall under no circumstances apply as a (fixed) price agreed between the parties for the service to be provided by the Supplier. The Supplier shall only be obliged to notify the Client that there is a risk that a cost estimate or budget issued by the Supplier will be exceeded if this has been agreed between the parties in writing.

3.3 If the Client consists of more than one natural and/or legal persons, each of these persons shall be joint and severally liable in respect of payment of the amounts due on the basis of the agreement.

3.4 The relevant documents and information from the Supplier's administration or systems shall be conclusive evidence of the service provided by the Supplier and the amounts payable by the Client in return for this service, without prejudice to the Client's right to submit evidence to the contrary.

3.5 If the Client is subject to a periodic payment obligation, the Supplier shall be entitled to adjust the applicable

prices and rates in writing subject to advance notice of at least three months. If the Client does not wish to agree to this change, the Client shall be entitled to terminate the agreement in writing with effect from the date on which the change is due to enter into force within thirty days following the date of notification. The Client shall not enjoy this right of termination, however, if the parties have agreed that the applicable prices and rates shall be adjusted subject to due observance

of an index or other standard agreed between the parties.

3.6 The parties shall set out the date or dates on which the Supplier shall invoice the fee for the agreed services to the Client in the agreement. Amounts due shall be paid by the Client in accordance with the payment terms

that have been agreed or that are stated on the invoice. If no specific arrangements have been made, the Client shall effect payment within a period after the date of invoice to be determined by the Supplier. The Client shall not be entitled to suspend any payments or to offset any amounts due.

3.7 If the Client fails to pay the amounts due or to pay the amounts due in a timely manner, statutory commercial interest shall be payable by the Client on the outstanding amount without a demand or notice of default being required. If the Client still fails to pay the amount owed after receiving a demand or notice of default, the Supplier may refer the debt for collection, in which case the Client shall also be obliged to pay all in-court and out-of-court expenses in addition to the total amount due, including all costs charged by external experts.

4. Confidentiality and taking over of personnel

4.1 The Client and the Supplier shall ensure that all information received from the other party that is known or should reasonably be known to be of a confidential nature is kept secret. The party that receives such confidential information shall only use this information for the purpose for which it has been provided. Information shall in any event be regarded as confidential if it is designated as such by one of the parties.

4.2 During the term of the agreement and for one year following termination of the agreement, each of the parties shall only engage or otherwise employ, directly or indirectly, members of staff of the other party who are or were previously involved in the execution of the agreement after obtaining the prior written consent of the other party. Conditions may be attached to the aforementioned consent.

5. Privacy, data processing and protection

5.1 If the Supplier deems this to be necessary for the purpose of executing the agreement, the Client shall, upon request, notify the Supplier immediately in writing with regard to the manner in which the Client executes its obligations pursuant to legislation in respect of the protection of personal data.

5.2 The Client shall indemnify the Supplier against any claims by individuals whose personal data is recorded or processed within the context of a register of personal data maintained by the Client or for which the Client is responsible pursuant to the law or otherwise, unless the Client is able to demonstrate that the acts that form the basis of the claim are exclusively attributable to the Supplier.

5.3 Responsibility for the data processed using the service provided by the Supplier shall rest solely with the Client. The Client shall guarantee the Supplier that the content, the use and/or the processing of the data is not unlawful and does not infringe the rights of third parties. The Client shall indemnify the Supplier against legal claims by thirds parties, of whatever nature, in relation to this data or the execution of the agreement.

5.4 If the agreement stipulates that the Supplier is obliged to provide some form of information security, this security shall meet the specifications in respect of security agreed between the parties in writing. The Supplier shall not guarantee that the information security will be effective under all circumstances. If the agreement does not include an explicit description of security measures, the security measures shall be of such a level that, having regard to the state of the art, the sensitivity of the data and the costs associated with the implementation of the security measures are not unreasonable.

5.5 If computer, data or telecommunications facilities are used during the execution of the agreement or otherwise, the Supplier shall be entitled to assign access or identification codes to the Client. The Supplier shall be entitled to change the access or identification codes assigned. The Client shall treat the access and identification codes as confidential and with due care and shall only disclose these codes to authorised members of staff. The Supplier shall under no circumstances be liable for any damage or costs arising from the use or misuse of access or identification codes, except where misuse was possible as a result of an act or omission on the part of the Supplier.

6. Retention of title and rights, creation of items and suspension

6.1 All objects delivered to the Client shall remain the property of the Supplier until such time as all amounts owed by the Client to the Supplier pursuant to the agreement concluded between the parties have been paid in full. A Client that acts as a retailer shall be entitled to sell and resell all objects that are subject to the Supplier's retention of title in so far as this is customary within the context of the normal course of its business. If the Client creates a new item (partly) from items delivered by the Supplier, the Client shall only create this item for the benefit of the Supplier and the Client shall retain the newly created item for the Supplier until such time as the Client has paid all amounts due pursuant to the agreement; in this case the Supplier shall remain the owner of the newly created item until the Client has met its payment obligations in full.

6.2 The property law consequences of retention of title in respect of an item that is destined for export shall be governed by the law of the State of destination if this law incorporates provisions that are more favourable for the Supplier in this regard.

6.3 Rights, including rights of use, shall be granted to the Client or transferred, where appropriate, subject to the condition that the Client has paid all of the fees due pursuant to the agreement concluded between the parties in full. If the parties have agreed that the Client shall be subject to a periodic payment obligation in respect of the granting of a right of use, the Client shall be entitled to the right of use for as long as it continues to meet its periodic payment obligation.

6.4 The Supplier may retain any items, products, proprietary rights, data, documents, software, data files and (interim) results of the service provided by the Supplier received or created within the context of the agreement, contrary to an existing obligation to deliver or transfer these, until such time as the Client has paid all amounts due to the Supplier.

7. Risk

7.1 The risk of loss, theft, misappropriation of or damage to items, products, data, documents, software, data files or data (codes, passwords, documentation etc.) produced or used within the context of the execution of the agreement, shall pass to the Client when the Client or one of the Client's agents comes into actual possession of them. In so far as these objects are in the actual possession of the Supplier or one of the Supplier's agents, the Supplier shall bear the risk of loss, theft, misappropriation or damage.

8. Intellectual property rights

8.1 If the Supplier is willing to undertake to transfer an intellectual property right, such an undertaking may only be entered into explicitly and in writing. If the parties agree in writing that an intellectual property right in respect of software, websites, data files, hardware or other material specifically developed for the Client shall be transferred to the Client, this shall not affect the Supplier's right or option to use and/or to exploit the components, general principles, ideas, designs, algorithms, documentation, work, programming languages, protocols, standards and suchlike that form the basis of the development work for other purposes without any restrictions, on its own behalf or on behalf of a third party. The transfer of an intellectual property right shall also not affect the Supplier's right to carry out development work, on its own behalf or on behalf of a third party, that is similar or derived from the development work that is being carried out or has been carried out on behalf of the Client.

8.2 All intellectual property rights to the software, websites, data files, hardware or other materials such as analyses, designs, documentation, reports, quotations and related preliminary material developed or made available to the Client on the basis of the agreement shall remain exclusively vested in the Supplier, its licensors or its own suppliers. The Client shall only acquire those rights of use that are explicitly granted in these general terms and conditions and by law. Any rights of use granted to the Client shall be non-exclusive, non-transferable to third parties and non-sublicensable.

8.3 The Client shall not be permitted to remove or amend any details in relation to the confidential nature or in relation to copyrights, brand names, trade names or any other intellectual property right from the software, websites, data files, hardware or materials.

8.4 Even if the agreement does not explicitly provide for such authority, the Supplier shall be permitted to install technical provisions for the purpose of protecting the software, hardware, data files, websites and suchlike in relation to an agreed restriction on the content or the term of the right to use these objects. The Client shall under no circumstances be permitted to remove or circumvent such technical provisions or to arrange for this to be carried out.

8.5 The Supplier shall indemnify the Client against any legal claims from third parties based on the assertion that software, websites, data files, hardware or other materials developed by the Supplier itself infringe an intellectual property right of the third party in question, under the condition that the Client notifies the Supplier immediately in writing of the existence and content of the legal claim and leaves the disposal of the case, including any settlements effected, entirely to the Supplier. To this end, the Client shall provide the Supplier with the powers of attorney, information and cooperation that it requires in order to defend itself, where necessary in the name of the Client, against these legal claims. This obligation to indemnify shall not apply if the alleged infringement relates to (i) materials made available to the Supplier by the Client for the purpose of use, adaptation, processing or incorporation, or (ii) changes made by the Client, or by a third party on behalf of the Client, to the software,
website, data files, hardware or other materials, without the Supplier's prior written consent. If it is irrevocably established in court that the software, websites, data files, hardware or other materials developed by the Supplier itself constitute an infringement of any intellectual property right vested in a third party or if the Supplier believes that there is a good chance that such an infringement may occur, the Supplier shall, where possible, ensure that the Client can continue to use the software, websites, data files, hardware or materials delivered, or functionally similar alternatives. All other or further-reaching obligations to indemnify on the part of the Supplier shall be excluded.

8.6 The Client warrants that no rights of third parties preclude the provision to the Supplier of software, hardware, material intended for websites (visual material, text, music, domain names, logos, hyperlinks etc.), data files or other materials, including draft materials, for the purpose of use, adaptation, installation or incorporation (e.g. in a website). The Client shall indemnify the Supplier against all claims by third parties based on the assertion that such provision, use, adaptation, installation or incorporation constitutes an infringement of any rights of the third party in question.

9. Obligations to cooperate

9.1 The parties acknowledge that the success of activities in the field of information and communication technology generally depends on proper and timely

mutual cooperation. In order to facilitate the proper execution of the agreement by the Supplier, the Client shall at all times provide the Supplier with all data or information that the Supplier deems to be useful, necessary and desirable and to give its full cooperation in a timely manner. If the Client deploys its own personnel and/or agents within the context of providing cooperation in the execution of the agreement, these personnel and agents shall have the necessary knowledge, expertise and experience.

9.2 The Client shall bear the risk of the selection, the use, the application and the management within its organisation of the software, hardware, websites, data files and other products and materials and of the services to be provided by the Supplier. The Client itself shall arrange for the correct installation, assembly and commissioning and for the application of the correct settings to the hardware, software, websites, data files and other products and materials.

9.3 If the Client fails to make the data, documents, hardware, software, materials or employees that the Supplier deems useful, necessary or desirable for the purpose of executing the agreement available to the Supplier, to make these available in good time or in accordance with the agreements, or if the Client fails to meet its obligations in any other way, the Supplier shall be entitled to suspend the execution of the agreement in part or in full and shall also be entitled to invoice the resulting costs in accordance with its standard rates, without prejudice to the Supplier's right to exercise any other statutory and/or agreed right.

9.4 If the Supplier's employees are carrying out activities on the Client's business premises, the Client shall ensure that any facilities reasonably requested by these employees, such as a workspace containing computer, data and telecommunication facilities, are provided free of charge. The workspace and facilities shall meet all statutory and other applicable requirements in relation to working conditions. The Client shall indemnify the Supplier against any claims by third parties, including the Supplier's employees, who suffer injury in connection with the execution of the agreement as a result of an act or omission on the part of the Client or of unsafe situations within the Client's organisation. The Client shall notify the employees deployed by the Supplier of any applicable company rules or security rules prior to the commencement of the activities.

9.5 If use is made of computer, data or telecommunication facilities, including the internet, during the execution of the agreement, the Client shall be responsible for selecting the correct resources required for this purpose and for ensuring that these are available in full and in a timely manner, with the exception of those facilities that fall under the direct use and management of the Supplier. The Supplier shall under no circumstances be liable for losses or costs arising as a result of transmission errors, breakdowns or the non-availability of these facilities, unless the Client is able to demonstrate that these losses or costs are the result of intentional acts or deliberate recklessness on the part of the Supplier's management.

10. Delivery dates

10.1 All (delivery) periods and (delivery) dates agreed or specified by the Supplier shall be established to the best of the Supplier's knowledge on the basis of the information available to it at the time of entering into the agreement. Interim (delivery) dates agreed between the parties or specified by the Supplier shall in all cases be target dates, shall not have a binding effect on the Supplier and shall in all cases be merely indicative. The Supplier shall make every reasonable effort to observe final (delivery) periods and final (delivery) dates wherever possible. The Supplier shall not be bound by a (delivery) period or (delivery) date, final or otherwise, that can no longer be achieved as a result of circumstances outside of the Supplier's control that occurred after the date on which the agreement was concluded. The Supplier shall also not be bound by a (delivery) date or (delivery) period, final or otherwise, if the parties have agreed on a change to the content or scope of the agreement (additional work, change in specifications etc.) or a change in the approach to the execution of the agreement. If there is a risk that a time period will be exceeded, the Supplier shall consult with the Client in order to discuss the implications of the overrun for the rest of the schedule.

10.2 The mere fact that a (delivery) period or (delivery) date, final or otherwise, specified by the Supplier or agreed between the parties has been exceeded, shall not mean that the Supplier is in default. In all cases – therefore also in the event that the parties have agreed a final (delivery) period or (delivery) date explicitly in writing - the Supplier shall not be in default as a result of the fact that a delivery period or date has been exceeded until such time as the Client has given written notice of default. The notice of default must contain as comprehensive and detailed a description of the breach as possible, in order to ensure that the Supplier has the opportunity to respond adequately.

11. Termination and cancellation of the agreement

11.1 Both of the parties shall only be authorised to rescind the agreement as a result of an attributable failure to perform this agreement if the other party, in all cases following written notice of default providing as many details as possible and setting a reasonable term in which the breach can be remedied, attributably fails to meet its fundamental obligations arising from this agreement. The Client's payment obligations and all other obligations to cooperate imposed on the Client or on a third party to be engaged by the Client shall in all cases be regarded as fundamental obligations arising from the agreement.

11.2 If the Client has already received services for the purpose of executing the agreement at the time of rescission as referred to in Article 11.1, these services and the related payment obligation cannot be revoked unless the Client is able to demonstrate that the Supplier is in default in respect of a substantial part of these services. Any amounts that the Supplier has invoiced before rescission in connection with work that it has already duly carried out or services that it has duly provided for the purpose of executing the agreement, shall remain due in full, subject to due

observance of the provisions of the preceding sentence, and shall become immediately due and payable at the time of rescission.

11.3 If an agreement that by its nature and content is not brought to a close is entered into for an indefinite period of time, this may be terminated in writing by either party following consultation and stating reasons. If the parties have not agreed a notice period, a reasonable period of time must be observed on termination. The parties shall under no circumstances be obliged to pay any compensation as a result of termination of the agreement.

11.4 The Client shall under no circumstances be entitled to terminate an agreement regarding the provision of services that has been entered into for a fixed term before the end of the term.

11.5 Either of the parties shall be entitled to terminate the agreement in part or in full, with immediate effect, in writing without notice of default if the other party is granted a moratorium of payments, provisionally or otherwise, if a winding-up petition is filed in respect of the other party, if the other party's company is wound up or terminated for reasons other than reconstruction or the merger of companies, or if there is a change in the individual or board that has decisive control over the Client's company. The Supplier shall under no circumstances be obliged to reimburse any sums of money that have already been received or to pay any compensation in the event of such termination. If the Client becomes bankrupt or is liquidated, the right of use of the software, websites and suchlike made available to the Client shall terminate by operation of law.

12. Liability of the Supplier

12.1 The total liability of the Supplier due to an attributable failure to perform this agreement or due to any other reason, explicitly including any failure to comply with a guarantee obligation agreed with the Client, shall be limited to compensation of the direct damage or loss not exceeding the sum stipulated for this agreement (excl. VAT). This limitation of liability shall apply mutatis mutandis to the Supplier's obligation to indemnify referred to in Article 8.5 of this General module. If the agreement is essentially a continuing performance contract with a term of more than one year, the sum stipulated for the agreement shall be set at the total fees (excl. VAT) stipulated for one year. The total liability of the Supplier for direct damage or loss, for any reason whatsoever, shall, however, under
no circumstances exceed €500,000 (five hundred thousand euro).

12.2 The liability of the Supplier for loss as a result of death, physical injury or due to material damage to items shall under no circumstances exceed €1,250,000 (one million two hundred and fifty thousand euro).

12.3 The liability of the Supplier for indirect damage or loss, resulting loss, loss of profit, loss of savings, reduced goodwill, loss due to business interruption, loss as a result of claims from the Client's customers, loss in connection with the use of items, materials or software provided by third parties that the Supplier is instructed to obtain by the Client and loss in connection with the

engagement of secondary suppliers by the Supplier on the Client's instructions shall be excluded. The liability of the Supplier due to the scrambling, destruction or loss of data or documents shall also be excluded.

12.4 The exclusions and restrictions to the Supplier's liability, as described in the preceding paragraphs of Article 12, shall not affect the remaining exclusions and restrictions to the Supplier's liability set out in this General module and the other agreed modules of these general terms and conditions in any way.

12.5 The exclusions and restrictions referred to in Article 12.1 to 12.4 shall no longer apply if and in so far as the loss is the result of intentional acts or deliberate recklessness on the part of the Supplier's management.

12.6 Except where performance by the Supplier is permanently impossible, the Supplier shall only be liable as a result of an attributable failure to perform an agreement if the Client gives the Supplier immediate notice of default in writing, setting a reasonable term in which the breach can be remedied, and the Supplier still attributably fails to meet its obligations after this period. The notice of default must contain as comprehensive and detailed a description of the breach as possible, in order to ensure that the Supplier has the opportunity to respond adequately.

12.7 A condition for the existence of any right to compensation shall in all cases be that the Client notifies the Supplier in writing of the loss or damage as soon as possible after it occurs. Any claims for damages against the Supplier shall expire by the mere passage of twenty four months from the date on which the claim arose.

12.8 The parties acknowledge that active and constructive participation in an ICT-Mediation process is a reasonable and suitable measure for preventing or limiting the risk of damage or loss if this potential damage or loss is connected to failure by the Supplier to meet any contractual obligation or to meet such obligations properly and in good time. The Client therefore undertakes to actively, constructively and unconditionally participate in an ICT-Mediation process, at the Supplier's first written request, in accordance with the ICT-Mediation Regulations of the Foundation for the Settlement of Automation Disputes [Stichting Geschillenoplossing Automatisering], with its registered office in The Hague (see www.sgoa.org and www.sgoa.eu).

12.9 The Client shall indemnify the Supplier against all claims by third parties due to product liability as a result of a fault in a product or system delivered by the Client to a third party and that partly consisted of hardware, software or other materials provided by the Supplier, unless and in so far as the Client is able to demonstrate that the damage or loss was caused by this hardware, software or other materials.

12.10 The provisions of this article and all other restrictions and exclusions of liability referred to in these general terms and conditions shall also apply in favour of all (legal) persons that the Supplier engages to execute the agreement.

13. Force majeure

13.1   Neither of the parties shall be obliged to meet any obligations, including any guarantee obligation agreed between the parties, if it is prevented from doing so as a result of force majeure. Force majeure shall include: (i) a situation of force majeure encountered by the Supplier's own suppliers, (ii) failure by secondary suppliers engaged by the Supplier on the Client's instructions to duly meet their obligations, (iii) the defectiveness of items, hardware, software or materials provided by third parties that the Supplier has been instructed to use by the Client, (iv) government measures, (v) electricity failure, (vi) faults affecting the internet, computer network or telecommunication facilities, (vii) war, (viii) workload, (ix) strike action, (x) general transport problems and (xi) the unavailability of one or more members of staff.

13.2   If a situation of force majeure lasts for longer than ninety days, either of the parties shall be entitled to terminate the agreement in writing. The services already performed on the basis of the agreement shall in this case be settled on a pro rata basis, and the parties shall not owe one another any other amounts.

14. Changes and additional work

14.1   If the Supplier has carried out work or performed other services that fall outside of the content or scope of the agreed work and/or services at the request or with the prior consent of the Client, such work or services shall be paid for by the Client in accordance with the agreed rates. If no rates have been agreed, the Supplier's standard rates shall apply. The Supplier shall under no circumstances be obliged to comply with such a request, and where it does comply, it may require the Client to enter into a separate written agreement for this purpose.

14.2   The Client accepts that work or services as referred to in this article may affect the agreed or anticipated time of completion of the services and the mutual responsibilities of the Client and the Supplier. The fact that (the demand for) additional work arises during the execution of the agreement shall under no circumstances constitute grounds for the Client to terminate or rescind the agreement.

14.3   In so far as a fixed price has been agreed in respect of the service, the Supplier shall, upon request, notify the Client in writing regarding the financial implications of the additional work or services as referred to in this Article.

15. Transfer of rights and obligations

15.1   The Client shall not be entitled to sell and/or transfer the rights and/or obligations arising from the agreement to a third party.

15.2   The Supplier shall be entitled to transfer its rights to the payment of fees to a third party.

16. Applicable law and disputes

16.1   The agreements between the Supplier and the Client shall be governed by Dutch law. The applicability of the Convention on Contracts for the International Sale of Goods 1980 is excluded

16.2   Any disputes that may arise between the Supplier and the Client on the basis of an agreement concluded between the Supplier and the Client or as a result of further agreements that arise from such an agreement, shall be settled through arbitration in accordance with the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes, with its registered office in The Hague, without prejudice to the right of either of the parties to request an injunction in

summary arbitral proceedings and without prejudice to the right of either of the parties to take precautionary legal measures (see www.sgoa.org).

16.3   Contrary to the provisions of Article 16.2, either of the parties shall be entitled, however not obliged, to bring the matter before the District Court, Subdistrict Sector, if the matter relates to a dispute that according to the statutory rules governing jurisdiction falls within the subject-matter jurisdiction of the District Court, Subdistrict Sector. This shall only be the case, however, where the Supplier and/or the Client has/have not already brought arbitral proceedings for the resolution of disputes arising on the basis of the agreement concluded between the parties or further agreements that arise from such an agreement before the Foundation for the Settlement of Automation Disputes in accordance with the Foundation's Arbitration Regulations. If the matter is brought before the District Court, Subdistrict Sector, by one or more of the parties for processing and a decision, subject to due observance of the previous subclause, the District Court, Subdistrict Sector, shall have jurisdiction to process the matter and reach a decision.

16.4   Before instituting arbitral proceedings as referred to in Article 16.2, either of the parties shall commence ICT-Mediation proceedings in accordance with the ICT-Mediation Regulations of the Foundation for the Settlement of Automation Disputes in The Hague. ICT-Mediation proceedings in accordance with these regulations are aimed at mediation by one or more mediators. The other party shall undertake to actively participate in any ICT-Mediation proceedings that are instituted, and shall in any event be legally obliged to attend at least one joint meeting between the mediators and the parties, in order to ensure that this extrajudicial form of dispute resolution has a chance of success. Either of the parties shall be at liberty to terminate the ICT-Mediation proceedings at any time following an initial discussion between the mediators and the parties. The provisions of this subclause shall not prevent either of the parties from requesting an injunction in summary (arbitral) proceedings or from taking precautionary legal measures where they deem this to be necessary (see www.sgoa.org and www.sgoa.eu).

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A. ICT-Office Terms and Conditions - Module 4: Application service provision, software as a service and computer service

The ICT~Office Terms and Conditions are filed with the Chamber of Commerce for the Central Netherlands under number 30174840.

1.   Applicability

1.1   The ICT~Office terms and conditions consist of the General module as well as one or more specific modules per product or service. The provisions of this module shall apply in addition to the provisions of the General module in the event that the Supplier provides services in the field or under the name of Application Service Provision (ASP), Software as a Service (SaaS) and/or Computer Service.

1.2   The provisions of this module are inextricably linked with the provisions of the General module. In the case of conflict between the provisions of the General module and the provisions of this module, the latter shall prevail.

1.3   For the purpose of this module, the terms 'Application Service Provision' and 'Software as a Service' shall be understood to refer to: the 'remote' placing and maintaining at the disposal of the Client of software by the Supplier via the internet or another network, without providing the Client with a physical data medium on which the software in question is stored.

1.4   For the purpose of this module, the term 'Computer Service' shall be understood to refer to: the automatic processing of data using software and hardware managed by the Supplier.

2.   Services

2.1   The Supplier shall provide the Client with the service specified in the agreement between the parties in the field of Application Service Provision, Software as a Service and/or Computer Service, as well as the other services agreed between the parties. If specified in the agreement, the Supplier shall also install the software referred to in the agreement on the infrastructure specified by the Supplier. The Supplier shall not be responsible for the purchase and/or correct functioning of the Client's infrastructure or that of third parties.

2.2   Except where agreed otherwise in writing, the Client shall be responsible for the management, which includes monitoring settings, the use of the service and the manner in which the results obtained through the use of the software are used. The Client shall also be responsible for training given to and use by users, regardless of whether or not there is a relationship of authority between the Client and these users. If no explicit agreements have been made in this regard, the Client itself shall install, set up, parameterise and tune the (auxiliary) software required on its own hardware and adapt the hardware used, other (auxiliary) software) and operating environment where necessary, as well as achieving the interoperability desired by the Client.

2.3   Except where agreed otherwise in writing, the Supplier shall not be obliged to carry out data conversion.

2.4   If the agreement stipulates that the service provided to the Client shall also include the provision of support to users, the Supplier shall issue advice by telephone or e-mail on the use and operation of the software referred to in the agreement and on the use of the service. The Supplier may impose conditions in relation to the qualifications and the number of contacts who are eligible for support. The Supplier shall deal with properly substantiated requests for support within a reasonable period of time. The Supplier cannot guarantee the accuracy, completeness or timeliness of responses or support provided. Except where agreed otherwise in writing, support shall only be provided on working days during the Supplier's standard business hours.

2.5   If the agreement stipulates that the service provided to the Client shall also include the creation of backups of the Client's data, the Supplier shall create a full backup of the Client's data that it has in its possession with due observance of the periods agreed between the parties in writing. If no periods have been agreed, a backup shall be created once per week. The Supplier shall retain the backup for a period of time to be agreed between the parties and if no agreements have been reached in this regard, for the Supplier's standard period of time. The Supplier shall handle and store the backup with due care and diligence.

2.6   The Supplier shall only be obliged to have a backup centre or other backup facilities if this has been explicitly agreed in writing.

3.   Provision of services

3.1   The Supplier shall make every effort to ensure that the services are provided with due care and in accordance with the arrangements and procedures agreed in writing with the Client where applicable. The Supplier shall provide all services on the basis of a best efforts obligation, unless and in so far as the Supplier has explicitly undertaken in the written agreement to achieve a specific result and the result in question is sufficiently determined.

3.2   The Supplier shall only perform the service on behalf of the Client. If the Supplier carries out work relating to the Client's data or that of its employees or users pursuant to a request or an authorised order from a government agency or in connection with a statutory obligation, the Client shall be invoiced for all of the associated costs.

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3.3 The Supplier may make adjustments to the content or scope of the service. If such adjustments result in a change in the procedures that apply to the Client, the Supplier shall notify the Client as soon as possible and the costs of this change shall be borne by the Client. In this case, the Client may terminate the agreement in writing with effect from the date on which the change takes effect, unless this change is related to changes in relevant legislation or other regulations issued by competent authorities, or if the Supplier bears the costs of this change.

3.4 The Supplier may continue to provide the service using a new or amended version of the software. The Supplier shall not be obliged to maintain, change or add certain features or functionalities of the service or the software specifically for the Client.

3.5 The Supplier may temporarily suspend the service in full or in part for the purpose of carrying out preventive, corrective or adaptive maintenance. The Supplier shall not suspend the service for longer than necessary and shall arrange for this to take place outside of office hours where possible and, according to the circumstances, shall notify the Client in advance.

3.6 If the Supplier is providing services on the basis of information to be provided by the Client, this information shall be prepared and supplied by the Client in accordance with the conditions to be imposed by the Supplier. The Client shall bring the data to be processed to, and collect the results of the processing from, the location at which the Supplier is providing the service. Transport and transmission, in any form whatsoever, shall take place at the risk and expense of the Client, even if this is carried out or organised by the Supplier. The Client shall at all times guarantee that all materials, information, software, procedures and instructions that it makes available to the Supplier for the purpose of providing the services is accurate and complete and that all data carriers issued to the Supplier meet the Supplier's specifications.

3.7 All hardware, software and items used by the Supplier in providing the service shall remain the property or the intellectual property of the Supplier or its own suppliers, even if the Client pays a fee in respect of the development or purchase of these by the Supplier.

3.8 The Supplier shall under no circumstances be obliged to provide the Client with a physical data carrier containing the software to be made and kept available to the Client within the context of Application Service Provision and/or Service as a Service, or the software to be used by the Supplier within the context of Computer Service.

4 Service Level Agreement

4.1 Any service level agreements shall in all cases only be entered into explicitly in writing. The Client shall notify the Supplier at all times of all circumstances that may affect the service and the availability of the service. If service level agreements are entered into, any periods of decommissioning announced in advance due to maintenance work or to circumstances outside of the Supplier's sphere of influence will not be taken into account when assessing availability. The assessment

will be based on the service as a whole during the term of the agreement. Barring proof to the contrary, the availability and service level measured by the Supplier shall be conclusive evidence.

5. Term

5.1 The agreement shall be entered into for the term agreed between the parties. If no term has been agreed, a term of one year shall apply. The term of the agreement shall be extended automatically by the term of the original period each time, unless the Client or the Supplier terminates the agreement in writing with due observance of a notice period of three months prior to the end of the period in question.

6. Payment

6.1 If an invoicing schedule has not been agreed, all amounts relating to the service provided by the Supplier shall in each case be payable in advance each calendar month.

7. Guarantee

7.1 The Supplier shall not guarantee that the software to be made and kept available to the Client within the context of Application Service Provision and/or Service as a Service, and the software used by the Supplier within the context of Computer Service are free of defects and will operate without interruptions. The Supplier shall endeavour to fix any defects in the software within a reasonable period of time if and in so far as the relevant software was developed by the Supplier itself and the Supplier has received detailed notification in writing of the defects in question. As and when necessary, the Supplier may postpone the fixing of defects until such time as a new version of the software is brought into use. The Supplier shall not guarantee that defects in software that was not developed by the Supplier itself will be fixed. The Supplier shall be entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software. If the software was developed on behalf of the Client, the Supplier shall be entitled to invoice the Client for the costs of fixing errors at its standard rates.

7.2 The Supplier shall not be responsible for checking the accuracy and completeness of the results of the service and the data generated through the use of the service. The Client itself shall regularly check the results of the service and the data generated through the use of the service.

7.3 If and in so far as necessary or desirable, the Supplier shall, where shortcomings in the results of the Computer Service are the direct result of products, software, data carriers, procedures or operating procedures for which the Supplier is explicitly responsible pursuant to the agreement, repeat the Computer Service for the purpose of rectifying these shortcomings, provided that the Client provides the Supplier with detailed notification in writing of the shortcomings as soon as possible, and no later than

one week after obtaining the results of the Computer Service. Such repetition of the service shall only be carried out free of charge if the shortcomings in the Computer Service are attributable to the Supplier. If the shortcomings are not attributable to the Supplier and/or the shortcomings are the result of errors or shortcomings on the part of the Client, such as the provision of incorrect or incomplete data and/or information, the Supplier shall, where appropriate, invoice the Client for the costs of repetition of the service according to its standard rates. If the Supplier is of the opinion that the rectification of shortcomings that are attributable to the Supplier is not reasonably possible, the Supplier shall credit the amounts payable by the Client for the Computer Service in question, without any further or other liability vis-à-vis the Client. The Client shall not enjoy any rights as a result of shortcomings in the Computer Service other than those described in this guarantee scheme. This subclause explicitly does not apply to Application Service Provision and Software as a Service.

7.4   On the basis of the information provided by the Supplier in relation to measures for the purpose of preventing and limiting the consequences of interruptions or shortcomings in the service, the scrambling or loss of data or other incidents, the Client shall identify and list the risks for its organisation and take additional measures where necessary. The Supplier declares that it is prepared to lend its cooperation to further measures to be taken by the Client to a reasonable extent and at the request of the Client, subject to (financial) conditions to be imposed by the Supplier. Under no circumstances shall the Supplier be responsible for the recovery of scrambled or lost data.

7.5   The Supplier shall not guarantee that the software to be made and kept available to the Client within the context of Application Service Provision and/or Service as a Service, and the software used by the Supplier within the context of Computer Service will be adapted according to changes in relevant legislation and regulations in a timely manner.

8   Processing of personal data

8.1   The Client shall guarantee that all of the requirements in respect of the lawful processing of personal data input by the Client in the software to be made and kept available to the Client within the context of Application Service Provision and/or Service as a Service, and the software used by the Supplier within the context of Computer Service, are met.

8.2   Without prejudice to the provisions of the General module, full responsibility for the data processed through the use of the service by the Client shall rest with the Client. The Client shall guarantee the Supplier that the data is not illegal and does not infringe the rights of third parties. The Client shall indemnify the Supplier against claims by thirds parties, of whatever nature, in relation to the processing of this data or the execution of the agreement.

8.3   Pursuant to legislation in respect of the processing of personal data (such as the Personal Data Protection Act [Wet Bescherming Persoonsgegevens]), the Client has obligations vis-à-vis third parties, such as an obligation to provide information, and an obligation to allow the inspection, correction and removal of personal data of parties involved. The Client is fully and exclusively responsible for ensuring compliance with these obligations. The parties agree that, with regard to the processing of personal data, the Supplier is the 'processor' within the meaning of the Personal
Data Protection Act. The Supplier shall, as far as technically possible, lend its cooperation in respect of the obligations to be met by the Client. The costs associated with such cooperation are not included in the Supplier's agreed prices and fees and shall be borne in full by the Client.

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APPENDIX 3

SERVICE LEVEL: MUTUAL EXPECTATIONS
Applicable as per October 1st, 2011

1.   Mutual expectations in general

1.1   The provisions of this Service Level Appendix give a specification of what the parties expect from each other, regardless of the rights and obligations stipulated in the Contract Form Dialogica and the Terms and Conditions applicable thereto.

1.2   In general, Supplier shall ensure the availability of the Services, provide access to the Services, including the issue of codes and a online manual, ensure appropriate security of the Services and organize support of Client.

1.3   Supplier is in no way responsible for the operation of telephone, Internet and other telecommunication services with which the contact between the Services and Client should function.

1.4   Client is responsible for its own hardware, software and ICT infrastructure, which must meet Supplier's requirements, and is responsible for the proper use of the Services by its Users. The responsibility for the data to be processed by means of the Services and the results of processing those data by means of the Services also lies with Client.

1.5   Client is committed to follow all reasonable instructions of Supplier about a responsible use of the Services - in the interest of Supplier and/or Client itself.

2.   Availability

2.1   Supplier shall exert itself to the utmost to provide its Services with adequate care and shall accordingly implement those measures which in reason will sufficiently secure a smooth operation and continuity of the Services.

2.2   Supplier shall strive after a continuous = 24 hours availability of the Services, with an availability rate of 99%. Availability is measured each time over a period of one calendar month. With reference to paragraph 4.1 of Module 4 of the ICT-Office Terms and Conditions, the time required for regular maintenance shall be excluded thereby.

2.3   With reference to paragraph 3.5 of Module 4, Supplier shall, to the extent possible, give advance notice of preventive or corrective or adaptive maintenance. If maintenance leads to problems with regard to the availability of the Services, Supplier shall endeavor to let the maintenance take place between 10 p.m. and 07 a.m. CET.

3.   Improvement of Services

3.1   Supplier will at all times strive for continuity of the Services and qualitative improvement of the application and system software with which the Services are made available. In principle therefore, always the most current versions of applications and system software will be implemented, but in view of an optimal combination of software modules, it may occur that a less current version is used because this will lead to a better overall result.

3.2   In the context of updating, Supplier is entitled to carry out additions to and changes in the Services. If updating will cause a demonstrable and great change to the working methods/procedures of Client's business and/or the functionality of the Services, and Supplier cannot offer a reasonable alternative, Client, in case of updating of the Services, is entitled to dissolve the Agreement by written default and/or juridical intervention, without Supplier being bound to any indemnification in this connection or restitution of funds already paid.

3.3   Supplier is entitled to look into log data etcetera, in order to analyze the use of the Services by Client and organize improvements. Therefore Supplier may use the services of third party agents to analyze. The results of such analyses will not be made available to other third parties. However, this does not apply to statistical figures and data regarding the use of the Services which are not traceable to the use of Client.

4.   Access Protection

4.1   Supplier gives out one unique User-ID with password to each User. The User shall treat this information as confidential, use it exclusively for its own purposes and take care that no other persons have access to this unique User-ID with password.

4.2   The connection with the Services runs via a secured connection.

4.3   The password of the User can be changed only with the unique User-ID with password of the User itself and by the system administrator authorized thereto.

4.4   In case of loss, theft and/or any form of unlawful use of identification information of its Users, Client shall inform Supplier immediately, so that parties can take appropriate measures.

4.5   Client is responsible for, and bears all costs resulting from the unlawful use of the Services using the unique identification information of its Users. Supplier accepts no liability for damages resulting from unauthorized disclosure/distribution and/or use of identification information of Client.

4.6   In case of reasonable suspicion of abuse of the identification information of Users of Client, Client is obliged to take the security measures requested by Supplier without questioning or discussion.

4.7   Parties recognize that non-compliance by Client with the obligations in this Article
forms a serious shortcoming from the side of Client in relation to its obligations under the Agreement for the use of Dialogica Software as a Service Digital Dictation and Transcription

5.   Protection against intrusion from outside

5.1   The Services run on systems which are placed in a location where access is secured at all times. Only authorized persons have access to the systems.

5.2   Supplier shall take all physical, electronic and logical security measures which under normal circumstances – within reason and technical state of the art – may be considered sufficient to safeguard Client's equipment/hardware, computer programs/
software and saved files against unlawful access by third parties, theft, violations as well as the affects of viruses etc. on the Services.

5.3   In view of the security of the Services, Supplier reserves the right to (temporarily) block Client's access to the Services totally or partly if this is desirable or necessary for security measures. In such cases Supplier will inform Client or User as soon as possible and preferably in advance.

5.4   In accordance with the General Module and Module 4 of the ICT-Office Terms and Conditions, Client is responsible for its own equipment and systems, including also the provision of sufficient and adequate security in this respect. If the level of security at the Client is such that risks for the Services might occur, Supplier may see this as a valid reason to block Client's access.

6.   Supplier Backups

6.1   Supplier shall make a backup of the data present on its systems every 24 hours. It only registers files which have been changed or added since te latest backup (incremental backup).

6.2   Data shall be saved for another 14 days. After 14 days this version shall be deleted permanently.

7.   Support

7.1.   A help desk for support of Client's use of the Services will be at its disposal.

7.2   The help desk will be available on working days from 9.00 a.m. to 5.00 p.m. CET.
Support will take place during opening hours of the help desk.

8.   Malfunctions

8.1   If Client experiences a malfunction when using the Services, Client shall promptly notify Supplier. Upon Client's report of a malfunction, Supplier shall take measures which lead or could lead to reparation. In as far as the malfunction concerns a part of the Services which is supplied by a third party, Supplier shall immediately involve this third party in accordance with the relevant procedures.

8.2   The general response time to a malfunction is 8 hours. Time passing outside the standard business hours of the telephone help desk, so after 5.00 p.m. and before 9.00 a.m. CET, shall be disregarded when calculating the response time.

8.3 The solution for a malfunction depends on the severity of the problem. In general the following terms will apply:

Severity level 1: The Services cannot be reached or does not function anymore, so no dictation, filing, transport/transmission, down- or upload can take place; solution within 24 hours.

Severity level 2: The quality of the Services is less, the accessibility of the Services is worse and some functions do not work adequately, but the Services can still be used; an inconvenience, but Client can still use the Services; solution within 96 hours.

Severity level 3: A small problem which is a nuisance or irritating, but can be solved simply by proper instructions or training, or by a different configuration/setup of the Services; solution within 14 days.

8.4. If the solution time is expected to exceed the generally applicable maximum term, Supplier will notify Client as soon as possible.

8.5 The cost of reparation of the malfunction shall be borne by Client if it is apparent that the cause of the malfunction is a consequence of improper use, or due to an act or omission on Client's part in violation of the Agreement.

9. Client Responsibilities

9.1. In view of the access to and use of the Services, Client must have equipment, software and an ICT infrastructure that meets the terms and standards and/or (environmental) requirements, imposed by Supplier and directly or indirectly announced to Client.
If and as long as Clients does not meet the relevant imposed requirements, Supplier may block the Client's access to the Services, regardless of the Client's obligation to pay for the availability of the Services.

9.2 If required, Client shall create the opportunity for Supplier to check whether the terms and standards and (environmental) demands for equipment, software and ICT infrastructure are met.

9.3 Client shall at all times, when using the Services, strictly adhere to the Terms and Conditions for Use of the Services, manuals and guidelines as communicated to Client by Supplier. If, as a result of conflicting or other improper use of the Services, damage arises for Supplier or third parties affiliated with Supplier, all costs will be borne by Client.

9.4 Client is responsible for the content of the data that it processes and warrants Supplier that neither these data nor its use of/way of using the Services is in any way unlawful or criminal or a violation of the rights of third parties.

9.5 If a third party indicates to Supplier that Client infringes the rights of this third party via the Services, and this is properly substantiated, Supplier is entitled to suspend the service to Client with immediate effect.

9.6 Client shall indemnify and compensate Supplier for any liability to any third parties, arising from the use of the Services by Client.