



General Terms and Conditions of RDC inMotiv Nederland B.V.

1. Definitions

- 1.1 In these general terms and conditions (the "general conditions") the following terms are defined as follows:

RDC: the party to which these general conditions belong, being RDC inMotiv Nederland B.V., a private limited company with registered office and principal place of business in Amsterdam.
Customer: a client – not being a consumer – acting in the course of a business of a profession.
Services: the supply of business, products, information/data and/or services by RDC.

2. Scope of the general conditions

- 2.1 These general conditions apply to any offer or any contract for the Services between RDC and a Customer, insofar as they have not been expressly excluded by the parties in writing.
2.2 These general conditions also apply to all contracts with RDC to be performed by any third party.
2.3 The general conditions of the Customer are hereby expressly excluded.
2.4 If one or more of the provisions of these general terms and conditions are void, voidable or have been otherwise invalidated, then the other provisions will remain unaffected.

3. Offers

- 3.1 All offers by RDC are subject to contract and subject to deliverability, unless the offer specifies a time limit for acceptance.
3.2 An offer for a package of Services does not oblige RDC to supply a part of the Services listed in the offer for a proportionate part of the quoted price, nor does it automatically apply to additional orders.
3.3 Offers made by RDC are valid for a period of 30 days, unless specified otherwise. RDC is only bound by any offer if acceptance of the offer by the Customer is confirmed in writing within 30 days. The prices quoted in an offer are net of turnover tax (VAT) unless specified otherwise.
3.4 The Customer guarantees that the information supplied to RDC by or on behalf of the Customer, on which the offer is based, is complete and accurate. If this information is inaccurate or incomplete, then RDC is entitled to withdraw or amend the offer.

4. Delivery

- 4.1 The Customer must purchase the Services at the time they are delivered to the Customer by RDC or at the time that in accordance with the contract they are available to the Customer.
4.2 If the Customer refuses to purchase the Services or refuses or otherwise fails to provide the information or instructions required for delivery, the Services will be suspended at the risk of the Customer. In that event, the Customer will be liable for all additional costs, including storage costs in any case, as well as the relevant costs of the Services themselves.
4.3 The risk of loss of, or damage to, the Services transfers to the Customer at the time that they actually fall within the control of the Customer or of a third party engaged by the Customer.

5. Delivery period

- 5.1 A delivery period quoted by RDC is approximate only and not a deadline. RDC will use all reasonable efforts to comply with the agreed delivery period.
5.2 A delivery period quoted by RDC will not commence until RDC has received all of the necessary information from the Customer.
5.3 If delivery is not made on time or is incorrect, the Customer must serve RDC with written notice of default, specifying a further reasonable period within which RDC should comply with its obligations. RDC may make delivery of certain Services dependent upon the written consent of a third party that has attached conditions to the use of the relevant business, products, information/data and/or services.

6. Part delivery

- 6.1 RDC is permitted to deliver the Services in parts, provided that the partial delivery has a value in itself. This does not apply if a partial delivery has no independent value. If the Service is delivered in parts, RDC is entitled to invoice each part separately.

7. Technical requirements

- 7.1 If the Services to be delivered are not used by the Customer for the purposes for which they were intended, RDC is not liable for ensuring that the supplied Services meet the technical requirements, standards and/or provisions imposed by laws and/or regulations. All other technical requirements desired by the Customer in respect of the Services and that differ from the generally-applied requirements must be agreed upon in writing by the parties in the agreement.

8. Guarantee

- 8.1 RDC guarantees the Services it provides for a period of one month after delivery.
8.2 When there is a guarantee with respect to the Services provided, the Customer is entitled to repair/restoration of the Services. RDC may, however, choose to replace the Services if their repair is too impractical. The Customer is only entitled to insist on replacement of the Services if their repair is impossible.
8.3 The guarantee does not cover loss resulting from incorrect handling of the Services or the failure to follow instructions by the Customer. The term "incorrect handling" includes the use of the Services otherwise than in accordance with the prescribed guidelines.
8.4 In the case of a guarantee for any Services that is supplied by a third party, RDC's guarantee is limited to the guarantee given by the relevant third party for the Services.
8.5 RDC does not guarantee that the Services are suitable for the use intended by the Customer and/or that they will lead to the result desired by the Customer, during the guarantee period and beyond.

9. Customer obligations

- 9.1 The Customer will act and behave as expected of a responsible and careful computer user. The Customer will notify RDC as soon as possible in writing of any changes in relevant details.
9.2 The Customer is not permitted to use the Services for acts and/or behaviours that are in conflict with the applicable laws, etiquette, the guidelines of the Reclame Code Commissie (Advertising Code Commission), the agreement, these general terms and conditions, etc. The Customer is not permitted to transfer or make available to third parties his/her account, the manual or other rights arising from the agreement, unless RDC has given its express written permission to do so.
9.3 The Customer bears the responsibility for the hard- and software, configuration, peripherals and connections necessary to gain access to the Services, unless otherwise mutually agreed.
9.4 The Customer hereby gives RDC permission to include such of his/her personal data in its records system that is necessary for RDC to carry out its administration and management tasks.
9.5 The Customer hereby gives RDC permission to enable it to make use of the data that RDC receives through the Services it provides to the Customer, and of all of the Customer's data that is stored and will be stored in the future, as a result of the use of the Services. This use by RDC includes use in the broadest sense of the word and includes in any case the storage and retention of the aforementioned data in a data file, and the editing, enrichment and making available of this data to third parties by RDC, for the same use of the data by such third parties. RDC's right to this is transferable and perpetual and cannot be terminated.

10. Retention of title and intellectual property rights

- 10.1 All Services delivered by RDC remain at all times the property of RDC or of third parties (its licensors and/or suppliers) from which RDC has received permits for licenses. The Customer gains, if applicable, only a non-exclusive right to use the Services provided by RDC.
10.2 The Services supplied by RDC are intended only for use within the Customer's own business. They may not be sold on to any third party. The Customer may not use the Services in any way other than as specified by RDC to the Customer or in any other way than reasonably expected of the Customer, partly based on the information supplied to RDC by the Customer.
10.3 The Customer is not authorised to pledge or otherwise encumber goods that are subject to the retention of title.
10.4 The Customer gives unconditional and irrevocable consent to RDC or to any third party designated by RDC to enter any place where the property of RDC is located and to remove that property in exercise of its property rights under its retention of title.
10.5 If a third party secures any attachment upon Services delivered subject to a retention of title or wishes to attach any rights thereon, the Customer must notify RDC of this fact as soon as can be reasonably expected.
10.6 Intellectual property rights and materials created from the Services will, at the moment that the relevant relationship between the Customer and RDC ends, be forwarded to RDC and, insofar as they are capable of transfer, will only be transferred to the Customer if this has been agreed in writing between the parties and only after all of the Customer's liabilities to RDC – including payment for any development costs and intellectual property rights – have been settled in full.
10.7 The Customer indemnifies RDC, including its licensors and suppliers, against any third-party legal claim based on the contract or a claim based on infringement of any intellectual property rights or similar rights of any kind whatsoever, insofar as such a legal claim pertains to, or is related to, goods, products, information/data and services supplied by the Customer to RDC for the performance of the contract.
10.8 RDC may freely use and dispose of the knowledge, techniques and ideas developed or applied in the performance of the Services at any time.
10.9 The Customer undertakes to insure the Services for the period they are supplied under retention of title against fire, explosion and water damage, as well as against theft, and to allow RDC to inspect the insurance policy on request.
10.10 The Customer is not permitted to remove or alter any designation on any Services supplied by RDC pertaining to any copyright, logo, brand name or other intellectual property rights.

11. Defects, time limit for complaints

- 11.1 The Customer must inspect the Services upon delivery or as soon as possible thereafter, to make sure that the Services delivered are in accordance with the terms of the contract, i.e.:
a. whether the correct Services have been delivered;
b. whether the Services delivered are in accordance with the contract as regards quantity (e.g. volume, number, etc.);
c. whether the Services delivered are in accordance with the contract as regards quality or, in the absence of any agreed terms concerning quality, are in accordance with the standards that may be expected for normal use within the Customer's own business.
11.2 If the Customer discovers any visible defects or omissions it must notify RDC in writing within five working days following discovery.
11.3 The Customer must notify RDC in writing of any hidden defects within three days of discovery, and in any event within one month of delivery.
11.4 Even if the Customer makes a complaint in time, its obligation to take possession of, and pay for, the Services ordered continues.
11.5 The Services cannot be returned to RDC without the prior written consent of RDC.

12. Duration, termination, prices and price increases

- 12.1 By signing and returning to RDC any offer, contract or similar legally-binding document sent by RDC to the Customer, or by payment of any fees by the Customer to RDC, the Customer accepts the terms of such document and of these general conditions.
12.2 Unless expressly agreed otherwise in writing, a contract is entered into by RDC and the Customer for a term of one year.
The contract will be automatically extended by successive terms of one year. The contract may be terminated by signed notice of at least 90 days to take effect at the end of the current term of the contract.
12.3 Unless expressly stated otherwise, prices quoted by RDC are:
a. in Euros;
b. net of VAT and other government taxes/duties;
c. based on minimum quantities as specified by RDC.
12.4 RDC may increase its prices and costs in line with the CPI index of Statistics Netherlands (2006=100) for the current year (or the previous year, for price increases announced for the following year).
12.5 Furthermore, RDC is nevertheless entitled at all times to increase a price, even if a fixed price has been agreed between RDC and the Customer, if during the period of the agreement there have been significant changes in respect of the purchase and/or development of the Services, for example the prices of raw materials/licenses, currency and/or wages or other unforeseen circumstances. If the Customer does not agree to a price change, it is entitled to terminate the contract as from the date that the price change would have come into effect provided that the total of all price increases in 1 (one) year exceeds by more than 10% the CPI index for the current year (or the previous year in respect of increases announced for the following year) as published by Statistics Netherlands.
12.6 The prices and costs paid by the Customer are based on price categories used by RDC. Accordingly, the Customer will be assigned a particular price category on the basis of the requirements as set out in the contract. If the Customer is assigned a different category due to a change in circumstances as set out in the contract, RDC is entitled to increase the price with immediate effect.
12.7 If the credit-worthiness of the Customer justifies this, RDC may require further security in the form, for example, of a bank guarantee supplied in advance.
12.8 RDC reserves the right to charge administrative costs.

13. Payment

- 13.1 RDC will periodically bill the Customer for sums owed by means of an invoice, possibly sent by electronic data carrier, subject to a proper specification of such sums. The Customer must make payment in full within 14 (fourteen) days of the invoice date, without entitlement to make any deduction or debt offset except as permitted by law.
13.2 If the Customer fails to pay within 14 days of the invoice date it will automatically be in breach. From that moment, the Customer is liable to pay an interest on the outstanding debt of 1% per month, or at the statutory rate, whichever is higher.
13.3 Payment must be made by direct debit. The Customer hereby grants to RDC a legal standing authority to transfer the relevant sums on a periodic basis, subject to termination by mutual consent. This authority corresponds with the unique authority ID (mandate), of which RDC will notify the Customer. RDC will send the invoice a minimum of 10 days before the due date for payment to the

- email address specified by the Customer.
- 13.4 Payments made by the Customer are applied firstly to clear all interest and costs, and secondly to clear all outstanding invoices, beginning with the oldest, even if the Customer specifies that a payment is to be used to clear any later invoice first.
- 13.5 Any objection to an invoice will only be considered if it is made in writing to the RDC, stating the grounds for the objection, within 14 days of the invoice date.
- 13.6 The Customer will enable RDC to offer its invoices in digital form (for example, PDF). The Customer will treat this invoice as if it were sent on paper. The Customer is obliged to make an email address available to RDC to which RDC can send digital invoices.
- 13.7 If the Customer wishes to deviate from the conditions mentioned in paragraph 3 and paragraph 6 of this article, RDC reserves the right to charge extra costs for this.
- 14 Enforcement costs**
- 14.1 If the Customer is in breach of any of its obligations, then all judicial and extrajudicial costs incurred in enforcing payment are payable by the Customer. The Customer will be liable for costs that are not less than 10% of the outstanding debt.
- 14.2 If RDC can prove that it has incurred greater costs and that these costs were reasonably necessary, then the Customer will also be liable for these costs.
- 15 Publication**
- 15.1 The Services supplied to the Customer by RDC are only intended for internal use by the Customer. Publication is forbidden. If the publication of the Services supplied by RDC is desired, prior agreement must be reached with RDC concerning, inter alia, the financial payment to be made to RDC. In using information supplied by RDC, the Customer indemnifies RDC against any incomplete or inaccurate information supplied by or on behalf of the Customer.
- 16 Suspension and termination**
- 16.1 If the Customer is in breach of any of its obligations under the contract, RDC is entitled to suspend all or any part of the contract with immediate effect by written notice, without the need to first issue a notice of default or obtain a court order, without liability to pay compensation, and without prejudice to its other rights, until the Customer complies with the said obligations. In addition, if RDC has grounds to suspect that the Customer may in future breach any of its obligations, it is entitled to suspend or terminate the agreement at any time.
- 16.2 RDC is also entitled to terminate all or any part of the contract if the Customer is in breach of any obligations under the contract or any further contracts created thereunder, provided that the period for remedying the breach as required in writing has expired, or if the Customer is declared insolvent or is granted a moratorium or applies for insolvency or a moratorium, or if its business is idle or any licence is withdrawn, or any part of its business assets or goods intended for the performance of the contract are made the subject of an attachment order, or if the Customer's business is liquidated or taken over, or if any comparable situation affects the Customer's business, or if at the time of entering into the contract RDC required the Customer to provide security and this security has not been provided.
- 16.3 If circumstances arise in respect of persons or materials that RDC actually or customarily deploys in supplying the Services that are of such a nature that supplying the Services is impossible or becomes so onerous or disproportionately costly that it is no longer reasonable to expect their supply, then RDC is entitled to terminate the contract without being liable for damages. In the event of termination, all debts owed by the Customer to RDC become immediately due and payable.
- 17 Liability**
- RDC is only liable to the Customer to the following extents:
- 17.1 For loss resulting from defects to the Services, liability is limited as set out in Article 8 of these general conditions (Guarantee).
- 17.2 RDC is only liable for direct loss caused by any deliberate act or gross negligence on the part of RDC or its employees or agents.
- 17.3 The total liability of RDC for any attributable breach in the performance of the agreement is limited to direct damages up to the amount of the stipulated price for the Services (excl. VAT), at least that part of the transaction to which the liability relates. If the agreement is primarily a continuing agreement with a term exceeding one year, the compensation of the direct damages is established as the maximum amount of the stipulated price for the Services for one year (excl. VAT), at least that part of the transaction to which the liability relates. However, in no case shall the total compensation for direct damages exceed € 50,000.00
- 17.4 Liability is excluded for indirect loss, including consequential loss, loss of profits, missed savings, loss of goodwill and loss caused by business interruption.
- 17.5 The liability of RDC on the grounds of attributable breach in the performance of an agreement occurs only if the Customer notifies RDC of the breach in proper writing and within a reasonable time, establishing a reasonable time period for rectifying the deficiency, and if after that period has elapsed, RDC continues to fail to meet its obligations. The notice must contain as detailed a description as possible of the breach, so that RDC is able to respond adequately.
- 17.6 A Customer who violates his/her obligations under the agreement or these general terms and conditions shall be liable for all damages incurred by RDC therefrom.
- 17.7 The Customer indemnifies RDC for all claims by third parties due to a failure in the Services, which Services constitute (any) part of the services provided by the Customer to third parties (with permission from RDC).
- 18 Force majeure**
- 18.1 In these general conditions the term "force majeure" includes, in addition to its scope as set out in legislation and case law, all other external circumstances, whether or not foreseen, over which RDC has no control, and as a result of which RDC is unable to comply with its obligations, including due to strikes within RDC's company and force majeure affecting RDC's own license providers and/or suppliers.
- 18.2 During a period of force majeure the obligations of RDC, including the obligation to deliver, are suspended. If the period in which the performance by RDC of its obligations is impossible due to force majeure continues for more than two months, then either party is entitled to terminate the contract, without thereby incurring any liability to compensate the other.
- 18.3 If when the force majeure arises RDC has already performed part of its obligations, or is still able to perform part of its obligations, it is entitled to separately invoice for the parts performed or performable, and the Customer must pay such invoice as though it pertained to a separate contract. However, the Customer has no such liability of the part performed or performable has no separate intrinsic value.
- 19 Privacy, processing of data and the protection and processing of personal data**
- 19.1 If RDC considers it important for the performance of the contract, it may require the Customer to supply without delay written details of how the Customer will comply with its statutory obligations in the area of protection of personal data.
- 19.2 The Customer indemnifies RDC for any claims by persons whose personal data has been registered or that is processed in the context of a personal registration kept by the Customer or for which by virtue of any law the Customer is otherwise liable for, unless the Customer can prove that the facts that form the basis of any claim are solely attributable to RDC.
- 19.3 If by virtue of the contract RDC is required to provide a form of data protection, such protection must meet the specifications for protection agreed between the parties in writing. RDC does not guarantee that the protection of data is effective in all circumstances. If the contract contains no specifications for data protection, the level of protection must be reasonably commensurate with the state of the art, the sensitivity of the data, and the costs necessary to provide this level of protection.
- 19.4 If in the performance of the contract or otherwise use is made of computer, data or telecommunications facilities, then RDC is entitled to provide the Customer with access or identification codes, and to change such access or identification codes. The Customer will treat these codes with care and as confidential, and may only disclose them to authorised personnel. RDC is not liable for loss or costs resulting from the use or misuse of the access or identification codes unless such misuse has been made possible as a direct result of any act or omission on the part of RDC.
- 19.5 The Customer guarantees that all requirements for the lawful processing of the personal data input by the Customer within the framework of the Services are met.
- 19.6 Without prejudice to the above provisions, the entire responsibility for the data that is processed by the Customer using the Services of RDC lies with the Customer. The Customer guarantees to RDC that the data is not unlawful and does not infringe any third-party rights. The Customer indemnifies RDC against any third-party legal claim of any kind related to the processing of this data or the performance of the contract.
- 20 Confidential information and no-transfer clause**
- 20.1 Each party guarantees that all data it receives from the other party before, during and after the end of the contract, and all data of which it learns during the performance of the contract, will be treated as confidential information. The term "confidential information" includes information that is designated as such by either of the parties.
- 20.2 Once the contract has been entered into, if use is to be made of the access codes, then RDC will supply these to the Customer. All information concerning access codes is strictly confidential by its nature.
- 20.3 During the term of the contract and for a period of one year after its termination, neither party may employ or otherwise directly or indirectly engage the services of an employee of the other party who has been involved in the performance of the contract, without reaching agreement with the other party on the matter.
- 21 Resolution of disputes**
- 21.1 Any dispute arising between RDC and the Customer pursuant to the contract between the parties or to further contracts derived thereunder, will be immediately brought to the attention of the management of the parties by their respective employees or other persons engaged by them. Before either party brings any dispute before a Dutch court for resolution, the parties will attempt to resolve the dispute by negotiation between themselves at management level.
- 21.2 The parties will regard any dispute between them as being of a confidential nature and will not disclose its existence to any third party unless the parties have expressly agreed otherwise in writing. If it is proved that the party whose actions have led to the dispute is in breach of this duty of confidentiality, this party will lose all its rights and will be liable to pay compensation.
- 21.3 The district court with jurisdiction in the district in which RDC has its registered office has exclusive jurisdiction to hear any dispute, unless the sub-district court has jurisdiction. Notwithstanding this provision, RDC is entitled to bring proceedings against the Customer in any other court with jurisdiction under the law.
- 22 Applicable law**
- 22.1 All contracts between RDC and the Customer are governed by Dutch law. The terms of the Vienna Sales Convention are expressly excluded.
- 23 Amendment of these general conditions and place of safekeeping**
- 23.1 These general conditions have been filed with the Chamber of Commerce in Amsterdam and are available on the internet at www.rdc.nl.
- 23.2 RDC is entitled to amend these general conditions at any time. The amended general conditions will then apply unless the Customer has submitted any written objection to the amended document within 30 days following the date of the amendments. If the Customer objects, RDC is entitled to terminate the agreement without being liable for damages.

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