

General Terms and Conditions of Parantion

Parantion Groep B.V., having its registered office in Deventer and registered with the Chamber of Commerce under number 83139222 ('Parantion') offers a software-as-a-service (SaaS/private cloud) service known as Scorion, Easion, Groeidocument or under another name (the 'Software Service') via the Internet with which clients ('Clients') can realise surveys, panels, questionnaires, tests, portfolios, dossiers and related information services for themselves or third parties.

Parantion also provides services and thereby supports its clients in implementing the software by means of training, education and advice and performs assignments for clients such as investigations, making reports, conducting interviews, providing training or other services ('Services').

The use of the Software Service and/or the Services is subject to the following conditions. General conditions of sale, purchase or other conditions of the Client or used by the Client shall not apply, unless agreed otherwise in writing.

Article 1. Commissioning and use of the Software Service

1. Parantion makes the Software Service available to the Client, who may use it at times of its own choosing.
2. Parantion will create an account for an administrative user, who can create further accounts for other users. With the accounts, the respective users can log in and use the Software Service. The Client is obliged to ensure that the login details of the relevant users are sufficiently secure and that these are kept secret by the relevant users. The Client must inform Parantion immediately as soon as the Client becomes aware of any unauthorised use of the login details or any other breach of the security measures relating to the Software Service.
3. All actions that take place after logging in with an account of the Client, or provided under the agreement with the Client, are deemed to take place under the responsibility and supervision of the Client. In the event of abuse or suspected abuse, the Client must inform Parantion as soon as possible, after which Parantion will take appropriate measures.
4. The Client is exclusively entitled to use the Software Service for processing data of or for the benefit of its own organisation. The Client is not authorised to give the Software Service in use to a third party or to enable a third party to use the Software Service.
5. Parantion is entitled to remove the Client's data if (i) in Parantion's opinion, it is inappropriate, offensive, discriminatory or hurtful, (ii) in Parantion's opinion, it is based

on untruths or is unlawful, (iii) it infringes the rights of third parties or of Parantion, and/or (iv) it violates the privacy of third parties.

Article 2. Delivery of the Software Service

1. Parantion will make every effort to achieve uninterrupted availability of the Software Service and the systems and networks used for this purpose, and to provide access to data stored by the Client, but offers no guarantees in this regard. In the event of non-availability of its systems, network connections or other matters relevant to the Software Service, Parantion will make every effort to inform the Client of the nature and expected duration of the interruption.
2. Parantion will provide a reasonable level of support to the Client by making online documentation available. Further support is only available to the extent agreed in a separate *Service Agreement*.
3. At the Client's request, Parantion will provide one or more training courses in the use of the Software Service. The training will be provided onsite with the Client, unless otherwise agreed. The costs of the training (venue hire, catering, hours and travel/accommodation expenses of the trainer or trainers) must be (fully) reimbursed by the Client, even if the training is cancelled by the Client.
4. Parantion will endeavour to adequately secure the Software Service, both in terms of hardware and software, as may be expected with the current state of the art.
5. Parantion will make backup copies of data stored for and/or by the Client on Parantion's systems. These backups will only be used in the event of an emergency at Parantion or the Client.
6. If in Parantion's opinion the functioning of the Software Service or related computer systems or networks is jeopardised, in particular due to excessive sending of emails or other data, poorly secured systems or virus activity, Parantion is entitled to take all measures it reasonably considers necessary to avert or prevent this danger.

Article 3. Sending email and messages

1. Part of the Software Service is the possibility to send messages by email to third parties chosen by the Client. It is the sole responsibility of the Client to comply with the applicable laws and regulations in this regard.
2. In cases where the Telecommunications Act, the GDPR or other national or international laws and regulations applicable to the transmission require permission to send the messages or store data, the Client warrants to Parantion that it has such permission.

Parantion may demand that evidence be produced. The Client indemnifies and holds Parantion harmless against any fine or fines imposed on Parantion by the competent authorities in connection with a breach of the provision referred to in the first sentence of this paragraph.

3. The Client will ensure that the content of the messages complies with applicable legislation, for example by giving messages a clear subject line and by providing the messages with its identity, such as name, business address, email address and telephone number.
4. Given the nature of email, Parantion cannot guarantee that emails will actually be received or read, let alone that recipients will take the desired action.

Article 4. Modification of the Software Service

1. Parantion is entitled to temporarily interrupt the Software Service or parts thereof for maintenance, modification or improvement purposes. Parantion will endeavour to arrange for such interruption to take place as far as possible outside office hours and will make every effort to notify the Client of the planned interruption in good time, but will never be liable for any damage in connection with such interruption.
2. Parantion will endeavour to keep the software it uses up to date. Parantion is, however, dependent on its supplier or suppliers. Parantion is entitled not to install certain updates or patches if, in its opinion, this will not benefit the correct functioning of the Software Service or is not in the Client's interest.
3. Parantion will endeavour to add modifications and new functionality to the Software Service requested by the Client. Parantion is always entitled to refuse such a request if, in its opinion, it is not feasible or may hinder the proper operation or availability of the Software Service. If necessary, the parties will specify in writing which changes or extensions will be made and in what manner this will be done, as well as what costs will be payable by the Client. Parantion will perform the work with due care on the basis of the information provided by the Client, the accuracy, completeness and consistency of which the Client warrants.
4. When making modifications or extensions, Parantion is entitled, but not obliged, to investigate the accuracy, completeness or consistency of the data or specifications made available to it and, if any imperfections are found, to suspend the agreed work until the Client has eliminated the imperfections concerned.

Article 5. Services

1. After the Client's approval, Parantion will perform the Services as soon as possible in accordance with the quotation or further written agreements, taking into account the Client's reasonable wishes. Unless otherwise agreed in writing, Parantion guarantees that the Services will be performed to the best of its ability, with sufficient care and expertise.
2. If and to the extent that a proper provision of the Services requires it, Parantion is entitled to hire third parties to perform certain activities. Any additional costs involved will be borne by Parantion, unless agreed otherwise.
3. Delivery terms stated by Parantion are always indicative, unless it is explicitly stated in writing that a deadline is involved. Parantion will not be in default, even if an agreed deadline has been set, until the Client has given it notice of default in writing and the reasonable period specified in the notice of default has elapsed, except in those situations which are mandatory by law and in which default occurs by operation of law.
4. Parantion will never be in default if the cause of the delay lies with the Client. All terms (including deadlines) shall in such a case be extended by the time required by the Client to remove the cause.
5. Parantion is entitled to invoice the Client for the additional costs of modifications to the Services, either at the Client's request or as a result of the fact that, due to any circumstances whatsoever, a different performance is required.
6. If Parantion employees perform work on site with the Client, travel expenses will always be charged. These costs are charged per employee and amount to EUR 0.55 per kilometre, calculated from the Deventer site. Travel time is included.

Article 6. Prices and fees

1. For the Software Service, the Client must pay Parantion a fixed monthly fee which is based on Parantion's rates at the time of conclusion of the agreement. Parantion will issue a separate quotation for Services.
2. All prices and rates applied by Parantion are exclusive of turnover tax (VAT) and other government levies, if and to the extent that these apply.
3. Parantion may make interim adjustments to its prices and rates. It will inform the Client no later than two months before the new prices and rates take effect.
4. Parantion will invoice the fee for the Software Service in advance and for one-year periods at once, unless agreed otherwise in writing. Invoicing for other work and fees will also take place in advance, unless otherwise agreed in writing. Invoicing will be based on Parantion's records, which will be decisive for the determination of the invoice, unless the

outcome is clearly based on an error or mistake.

5. Payment shall be made in accordance with the payment conditions stated on the invoice. In the absence of specific conditions, a payment term of 14 days after the invoice date shall apply. If the Client pays late, he will be in default without any notice of default and will owe the statutory commercial interest on the outstanding amount.
6. If the Client fails to pay the amounts due on time or in full, Parantion will be entitled, without any demand or notice of default being required, to restrict access to the Software Service. After sending a demand, Parantion may also suspend all access to the Software Service until all amounts have been paid.

Article 7. Intellectual property

1. All rights, including copyright, to the material uploaded by the Client to the Software Service are vested in the Client. Parantion will not disclose (any part of) the material referred to in the previous sentence to third parties without the Client's permission, unless this is necessary for the proper provision of the Software Service.
2. All rights, including copyright, to the Software Service, including the applications and associated software, modifications and extensions, as well as other works developed in the context of a Service are vested in Parantion. To the extent that the above-mentioned intellectual property rights are vested in the Client by virtue of the law, the Client will transfer these intellectual property rights to Parantion in advance and will, if necessary, cooperate in this transfer and furthermore grant Parantion in advance an irrevocable power of attorney enabling it to do everything necessary to vest the intellectual property rights in Parantion. To the extent permitted by law, the Client waives any personality rights that remain with the Client, or the Client undertakes not to exercise these personality rights in the course of business. The Client receives a limited non-exclusive and non-transferable licence for their use for the duration of this agreement. The Client is never entitled to inspect the source code of the Software Service, including the applications and associated software, modifications and extensions, nor any other works developed within the scope of a Service, not even against payment.

Article 8. Privacy and personal data

1. If Parantion or the Client obtains personal data provided by the other party during the performance of the Software Service and/or the Service and it processes these personal data, it will do so in a proper and careful

manner and will comply with the statutory regulations which follow from the GDPR.

2. If Parantion or the Client is regarded as a processor within the meaning of the GDPR, Parantion and the Client will agree a processing agreement in writing which complies with the provisions of the GDPR.
3. Parantion and the Client will inform each other within five (5) working days of any request and/or complaint from the supervisory authority or the data subject regarding the personal data processed in the performance of the agreement. Parantion and the Client will reciprocally provide each other with the cooperation required to meet the requests of these data subjects or the supervisory authority.

Article 9. Liability and indemnity

1. Parantion's total liability on account of attributable failure to perform the agreement or on any legal grounds whatsoever will be limited to the amount paid out by Parantion's insurance company up to a maximum of the invoice amount. Parantion will provide a copy of the policy on request. Parantion warrants that it will maintain this policy for the duration of the agreement.
2. If no insurance payment is made despite Parantion's best efforts, Parantion's liability will be limited to compensation for direct loss, up to a maximum of the total fees (excl. VAT) paid by the Client in the six months preceding the time of the claim. In no case, however, will the total compensation exceed EUR 15,000.
3. Direct damage is limited to the following:
 - a) The reasonable costs incurred by the Client to have Parantion's performance fulfil the agreement. However, this damage will not be compensated if the Client has terminated the agreement. Such costs do not include upgrading the Client's hardware or software.
 - b) The costs incurred by the Client to keep its legacy system or systems and related facilities operational for longer because Parantion failed to deliver on a binding delivery date due to a cause entirely attributable to Parantion, less any savings resulting from the delayed delivery.
 - c) Reasonable costs for establishing the cause and extent of the damage, insofar as that finding relates to direct damage within the meaning of these general terms and conditions.
 - d) Reasonable costs incurred to prevent or limit damage, to the extent that the Client demonstrates that these costs have resulted in limitation of the direct damage within the meaning of these general terms and conditions.



5. Liability will only arise if the Client immediately sends Parantion written notice of default, and Parantion has not rectified the fault within a reasonable period thereafter.
6. Parantion's liability for forms of damage other than direct damage as defined in Paragraph 3 of this article is excluded.
7. The limitations of liability provided for in this article will not apply if and to the extent that the damage concerned was caused by intent and/or gross negligence on the part of Parantion.
8. The Client indemnifies and holds Parantion harmless against all claims by third parties (expressly including its users) relating to or arising from a failure by the Client to fulfil its obligations under the agreement.

Article 10. Force majeure

1. Force majeure within the meaning of Section 75 of Book 6 of the Dutch Civil Code will occur on the part of Parantion if Parantion is prevented from performing its obligations or preparing to perform its obligations arising from the agreement as a result of circumstances beyond its reasonable control. Force majeure shall at least include: (i) failure of Parantion's suppliers to deliver on time, (ii) defectiveness of third-party goods, equipment, software or materials that Parantion uses, (iii) government measures, (iv) power outages, (v) war, (vi) occupation, (vii) strikes, (viii) general transport problems, (ix) an outbreak of disease, (x) hacking attacks, (xi) DDOS attacks and (xii) the unavailability of one or more members of Parantion's staff for whatever reason.
2. Parantion will not be obliged to fulfil any obligation during the period in which Parantion is prevented from fulfilling its obligations due to force majeure. Any agreed delivery period will be extended by this period.
3. Only if the delivery period is delayed by more than three months as a result of force majeure will both Parantion and the Client be entitled to partially terminate the agreement in respect of the part that has not been performed, without Parantion and the Client being liable to mutually pay any compensation for any reason whatsoever.

Article 11. Duration and extension

1. The agreement is entered into for an indefinite period of time (or in respect of the *Service Agreement* for a definite period of time as described in the *Service Agreement*) as of the time agreed between the parties. If the effective date has not been explicitly stipulated, the effective date of the agreement is the time when the Client logs in to the Software Service.
2. The Client is subject to a six-month notice period. Parantion is subject to a one-month

notice period. Notice of termination must be given in writing.

3. After termination, Parantion will block all the Client's accounts and render access to the Software Service impossible. All data stored on behalf of the Client will be retained by Parantion for a minimum of six months, unless the Client requests its destruction earlier, in which case Parantion will carry out the destruction as quickly as possible. On request, Parantion can provide the Client with a copy of the data, subject to reimbursement of reasonable costs incurred in this regard.

Article 12. Termination

1. The agreement may be terminated by Parantion with immediate effect and without any notice of default being required by means of a written statement to the Client if the Client fails to fulfil one or more of the provisions of the agreement, the service agreement, the processing agreement or these general terms and conditions, without prejudice to Parantion's right to claim compensation from the Client.
2. Parantion may also terminate the Agreement with immediate effect, without any notice of default being required, by means of a written statement to the Client, if:
 - a) the Client files for bankruptcy or is declared bankrupt;
 - b) the Client applies for or obtains a suspension of payments;
 - c) a debt rescheduling arrangement pursuant to the Debt Restructuring (Natural Persons) Act (*Wet Schuldsanering Natuurlijke Personen*) is declared applicable to the Client;
 - d) all or part of the Client's assets are attached;
 - e) the Client dies;
 - f) the Client's business is dissolved;
 - g) the Client is placed under guardianship or administration;
 - h) after the conclusion of the agreement, Parantion becomes aware of other circumstances which give it good reason to fear that the Client will not fulfil its obligations;

all this without prejudice to Parantion's right to claim damages.

Article 13. Applicable law and dispute resolution

1. The agreements between Parantion and the Client shall be solely governed by Dutch law.
2. Disputes between Parantion and the Client will be resolved exclusively by the competent court in the district where Parantion has its registered office.
3. A Client not acting in the course of a profession or business will be entitled, within a period of one (1) month after Parantion has

invoked Paragraph 2, to opt for resolution of the dispute by the court competent by law.

Article 14. Final provisions

1. Parantion may amend these general terms and conditions at any time. The Client will be informed of the amended general terms and conditions at least one month before they come into effect.
2. The Client will be bound by these amended general terms and conditions, unless it has cancelled the agreement of which these form part in writing, by email or in another manner indicated by Parantion before the date on which the amendments take effect.
3. If any provision of these general terms and conditions is invalid or is voided, the other provisions of these general terms and conditions will remain fully in force and Parantion and the Client will consult in order to agree new provisions to replace the invalid or voided provisions, taking into account as far as possible the objective and purport of the invalid or voided provision.
4. Unless otherwise provided in these general terms and conditions, all claims of the Client against Parantion will lapse in any event one year after the day on which the claim concerned arose, unless the claim or claims are brought before the competent court within this period.