

1. GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT OF PRIOCOM B.V. IN ROTTERDAM AT WEENA 723 UNIT C7.097 (3013 AM) Registered with the Rotterdam Chamber of Commerce, file 69610770.

Article 1: Definitions and Scope

1.1 These General Terms and Conditions apply to any offer made by and/or agreement between PrioCom BV, hereinafter referred to as: "PrioCom" and a Purchaser, Renter and/or Client/Other Party (the purchaser of services), hereinafter referred to as "the Other Party".

1.2 Additional and/or deviating (general) terms and conditions of the Other Party are not binding on PrioCom, unless these terms and conditions are expressly agreed to by PrioCom in writing. Any supplementary and/or deviating terms and conditions will only apply between the parties who have agreed to these terms and conditions in writing.

1.3 In the event of a conflict between the written agreement between PrioCom and the Other Party to which these General Terms and Conditions apply and these General Terms and Conditions, the provisions of these General Terms and Conditions will prevail, unless the parties have expressly agreed otherwise in the written agreement.

Article 2. Quotations

2.1 Offers are without obligation, unless stated otherwise in writing.

2.2 After placement of the job/order, the agreement to be entered into between PrioCom and the Other Party will only become legally effective when PrioCom has confirmed the order in writing, or when PrioCom has commenced the performance of the work.

2.3 If a quotation, in which it is explicitly stated that the offer is without obligation, is accepted by the Other Party, PrioCom has the right to revoke the offer within two business days following the acceptance thereof.

Article 3. Delivery

3.1 Unless agreed otherwise, delivery is made ex works.

3.2 The Other Party is obliged to take delivery of the items purchased when these are delivered to it, or when these are made available to it according to this agreement. If the Other Party refuses to accept delivery or fails to provide information or instructions that are necessary for the delivery, the items will be stored at the expense and risk of the Other Party. In that case, the Other Party will have to pay all additional costs and expenses, including, in any case, storage costs.

Article 4. The delivery term

4.1 An agreed delivery term is not a strict deadline, unless expressly agreed otherwise in writing. In the event of a non-timely delivery, the Other Party undertakes to provide PrioCom with a written notice of default.

4.2 The agreed delivery times will start when PrioCom has received all the information required for the performance of the agreed services from the client.

4.3 If, at any time, PrioCom fails to perform, or fails to perform on time and/or incompletely, the Client/Other Party undertakes to provide PrioCom with a written notice of default. Subsequently, PrioCom has the right to perform the agreed performance within 14 days of receipt of this notice, without any entitlement to compensation by the Client/Other Party, except in the case of force majeure.

4.4 PrioCom has the right to suspend its services at all times, as long as the Other Party has not performed all of its obligations, which at least includes providing the required information, instructions and/or tools. This right to suspend will apply until such time as the Other Party has fulfilled this obligation.

Article 5. Duration and (consequences of the) termination of the agreement

5.1 As regards agreements entered into for the duration of 12 months or more, the term of the agreement to be entered into by the Client/Other Party and PrioCom (for a definite period) will be specified in the written agreement. Unless it was agreed otherwise in the individual agreement, early termination of these agreements for a duration of 12 months or longer is expressly excluded. After the duration of the agreement has expired, it is extended for an indefinite period subject to the same terms and conditions, unless the Other Party informs PrioCom no later than 3 (three) months before the end of this agreement, in writing, that it does not wish to extend this agreement. An agreement renewed for an indefinite period in this manner can then be terminated by either party duly observing a notice period of 3 (three) months. Termination must be done in writing.

5.2 By way of derogation from the provisions of paragraph 1 of this article:

- agreements entered into for a duration (term) of less than 12 months and/or;
- for agreements in respect of which no specific duration or term was agreed (individual jobs).

will end ipso jure when the period has lapsed for which the agreement was entered into and/or when the agreement ends (otherwise).

5.3 Without prejudice to the preceding paragraphs of this article and without prejudice to the provisions made in the agreement, both parties have the right to end the agreement existing between them either entirely or in part without having to observe any term of notice if:

- one of the parties, after a valid notice of default, fails to perform its obligations under this agreement and the General Terms and Conditions that constitute part of it, or if it fails to do so correctly or completely;
- one of the parties is declared bankrupt, has filed for bankruptcy, has been granted a moratorium of payments or has filed for such moratorium;
- one of the parties is being wound up or has been wound up.

In such an event, all claims PrioCom has against the Client/Other Party are immediately due and payable from that moment. The claims PrioCom has against the Other Party are also immediately due and payable in the following cases:

- if after concluding the agreement PrioCom learns of circumstances that give PrioCom good grounds to fear that the Other Party will not fulfil its obligations;
- if PrioCom, upon concluding the agreement, has asked the Other Party to provide security for the performance and such security is not provided or is insufficient.

In the aforementioned cases, PrioCom is also entitled to suspend the further performance of the agreement, or to proceed with the dissolution of the agreement, such without prejudice to PrioCom's entitlement to claim damages.

Article 6. Guarantee

6.1 In view of the factory guarantee given to PrioCom, PrioCom guarantees that the items it delivers within the scope of a purchasing agreement are free from design, material and manufacturing flaws for a period of twelve (12) months after delivery.

6.2 If the item does show a design, material or manufacturing flaw, the Other Party is entitled to the repair of such item. PrioCom may choose to replace the item if repair proves problematic. The Other Party is only entitled to replacement if it is impossible to repair the item.

6.3 In the event of damage that arises as a result of a flaw in the items delivered, PrioCom shall only be liable if this is the case according to Article 11 (liability).

6.4 The guarantee does not apply if the damage results from improper handling by the Other Party in the broadest possible sense of the word.

Article 7. Retention of title

7.1 The goods delivered by PrioCom in the context of a purchasing agreement remain property of PrioCom until the Other Party has fulfilled all of the following obligations ensuing from the (purchasing) agreements with PrioCom:

- the consideration(s) in respect of the item(s) delivered or to be delivered itself/themselves;
- any claims in view of non-performance by the Other Party in respect of the (purchasing) agreement(s).

7.2 The items delivered by PrioCom which pursuant to paragraph 1 are subject to retention of title, may only be resold in the context of normal business operations. It must be noted that the Other Party is not entitled to pledge the items or to encumber them with any other rights.

7.3 As regards delivered items that through payment become property of the Other Party and that are still in the hands of the Other Party, PrioCom already reserves the rights of pledge as referred to in Article 3:237 of the Dutch Civil Code as extra security in respect of any claims that PrioCom may have against the Other Party for any reason whatsoever, other than the claims mentioned in paragraph 1 of this Article. The authority included in this paragraph also applies to any items delivered by PrioCom that have been altered or processed by the Other Party, as a result of which PrioCom has lost its retention of title.

7.4 If the Other Party fails to fulfil its obligations or if there are well-founded fears that it will not fulfil its obligations, PrioCom has the right to remove or order the removal of delivered items that are subject to retention of title as referred to in paragraph 1, from the Other Party or a third party that keeps the goods for the Other Party. The Other Party is obliged to participate fully, subject to a penalty of 10% of the amount owed by it per day.

7.5 If third parties wish to establish or exercise any right on the items subject to retention of title that are delivered, the Other Party is obliged to inform PrioCom of this as soon as can reasonably be expected.

7.6 At PrioCom's first request, the Other Party commits to:

- insuring and/or keeping insured the items rented and/or delivered under retention of title against fire, explosion and water damage and against theft and to make available for inspection the insurance policy, unless otherwise agreed;
- pledging all claims of the Other Party on insurers with regard to the rentals and the goods delivered subject to retention of title, to PrioCom in the manner

using the method prescribed in Article 3:239 of the Dutch Civil Code; - the claims that the Other Party obtains against its clients in the event of reselling items delivered by PrioCom under retention of title provided for in Article 3:239 of the Dutch Civil Code.

- marking as PrioCom's property the goods delivered under retention of title;
- cooperating in other ways in relation to all reasonable measures that PrioCom wishes to take in order to protect its property rights and that do not unreasonably impede the Other Party in the performance of its business.

Article 8. Defects and obligation to complain

8.1 The Other Party must inspect (or order the inspection of) the items bought or rented upon delivery. In doing so, the Other Party must determine whether the items delivered conform to the agreement, namely:

- have the correct items been delivered;
- are the delivered items in compliance with the agreed performance in terms of quantity;
- do the delivered items meet the agreed quality requirements or, in the absence of these
- the requirements that may be determined for normal use and/or commercial purposes.

8.2 Invisible defects must be reported to PrioCom in writing by the Other Party within 48 hours after they are discovered.

8.3 Even when the Other Party submits a timely complaint, the Other Party's obligation to pay and take delivery of orders placed continues to exist. Items can only be returned to PrioCom with its prior written approval.

Article 9. Prices and payment

9.1 The prices charged by PrioCom apply to the performance specified in the agreement with the Client/Other Party. More or special performances will be calculated separately.

9.2 All prices are based on the price level and cost price factors at the time of concluding the agreement and are exclusive of VAT.

9.3 PrioCom has the right to adjust the agreed prices in the event of government measures or legislative changes that result in the rise of (cost) prices. PrioCom will inform the Client/Other Party about this in writing without delay.

9.4 Payment must occur within the agreed payment term by transferring the amount due to ING bank, North-West Region, IBAN number NL75INGB0005301466, BIC: INGBNL2A in the name of PrioCom B.V., with its registered office in Rotterdam.

9.5 The Other Party shall be deemed to be in default once the payment term as specified in the invoice has lapsed; the Other Party shall owe statutory interest in respect of the amount due from the moment on which it is in default.

9.6 Payments made by the Other Party shall always reduce all interest and costs due and payable first, and secondly, they shall reduce the oldest claimable invoices still outstanding even if the Other Party states that payment relates to a later invoice.

Article 10. Collection costs

Should the Other Party be in default in respect of fulfilling one or more of its obligations, all reasonable costs related to obtaining settlement both in and out of court are payable by the Other Party. In that case the Other Party must pay PrioCom the extrajudicial collection costs calculated in accordance with the rates established by the Netherlands Bar Association. Should PrioCom prove that it was reasonably required to incur higher costs, these will also qualify for reimbursement.

Article 11. Liability

11.1 The liability of PrioCom for the services provided shall always be limited to the guarantee as specified in Article 6 (guarantee) of these Terms and Conditions. PrioCom is solely liable for damage suffered by the Other Party as a result of the services provided if the damage is the result of intent and/or gross negligence of PrioCom.

11.2 If and insofar as PrioCom is liable on any grounds, such liability shall always be limited to the amount to which PrioCom's liability insurance gives rise and of which the policy terms will be provided free of charge at first request. If and insofar the liability insurance does not provide entitlement to payment, PrioCom's liability shall always be limited to the value of what PrioCom has delivered. Compensation of indirect (consequential) loss of any nature whatsoever is expressly ruled out.

11.3 PrioCom is not liable for activities resulting from improper and/or incorrect use of, or adjustments made by third parties (including employees of the Client/Other Party) to delivered and/or rented equipment.

11.4 PrioCom is not liable for malfunctions caused by theft of (parts of) equipment, errors in communication lines not provided by PrioCom, connections with or use of products not covered by this agreement, disruptions, fire and smoke damage, excessive dust formation, major network voltage fluctuations, excessive humidity and water damage, lightning strike, molestation and vandalism, or external causes that exceed the specifications of the equipment.

11.5 PrioCom is in no case and for no reason whatsoever liable for indirect (consequential) damage (including but not limited to loss of data, lost savings, business stagnation, losses in profit and revenue, partly caused by the non-functioning or reduced functioning of the equipment), trading losses or any other damage not mentioned above, with the exception of damage as referred to in Article 6:190 (1) of the Dutch Civil Code that can be attributed to PrioCom or that PrioCom can be held liable for. PrioCom's liability resulting from Article 6:190 (1) of the Dutch Civil Code is limited to the maximum of the amount for which PrioCom is covered by its insurance. If the insurer does not pay or if the damage is not covered by the insurance in a particular case, PrioCom's liability is limited to the invoice value.

11.6 In the event of circumstances as mentioned in paragraphs 3 and 4 of this Article, PrioCom will perform the repairs by order of the Client. The costs of the repair work are calculated separately from the agreement at the then applicable rates.

Article 12. Force majeure

12.1 Force majeure is defined as: circumstances that impede the fulfilment of the obligation and that cannot be attributed to PrioCom. These will include (if and insofar as these circumstances make fulfilment impossible or make fulfilment unreasonably difficult):

- strikes at companies other than PrioCom;
- wildcat or political strikes at PrioCom's company;
- a general lack of required commodities and other goods or services required for the delivery of the agreed performance;
- unforeseen standstills at suppliers or other third parties on which PrioCom depends;
- general shipment problems;
- staffing issues;
- sickness or accidents suffered by the supplier's employees;
- government measures;
- machines defects;
- impaired energy delivery;
- a general lack of required commodities and other goods or services required for the delivery of the agreed performance
- unforeseen standstills at suppliers' or other third parties' on which the supplier depends and/or incomplete and delayed delivery by suppliers of the supplier;
- war, threat of war; riots; wilful damage; fire; water damage; flooding.

12.2 PrioCom also has the right to appeal to force majeure if the conditions that may impede (further) fulfilment occur after PrioCom has fulfilled its obligation.

12.3 During force majeure, PrioCom's delivery and other obligations will be suspended. If the period in which PrioCom is unable to meet its obligations due to force majeure lasts longer than one month, either party is entitled to dissolve the agreement without any obligation to pay damages

12.4 If prior to the occurrence of the circumstances giving rise to force majeure, PrioCom has partially fulfilled its obligations or it can partially fulfil its obligations, it is entitled to separately invoice the already delivered part and/or the deliverable part and the Other Party undertakes to pay this invoice as if it were a separate agreement. This shall, however, not apply if the already delivered and/or deliverable part does not have an independent value.

Article 13. Settlement of disputes

Notwithstanding the statutory regulations in respect of the competence of the Civil Court, any dispute between the Other Party and PrioCom, should the District Court be deemed competent, shall be settled by the Rotterdam District Court unless in the event of an exclusively competent court by operation of law. PrioCom, however, shall remain authorised to summon the Other Party to appear before the competent Court according to the law or any relevant international treaty.

Article 14. Applicable law

All agreements between PrioCom and the Other Party shall be subject to Dutch law.

Article 15. Changing terms and conditions

PrioCom is entitled to implement changes to these Terms and Conditions. These changes shall come into effect on the effective date as announced. PrioCom shall send the amended Terms and Conditions to the Other Party in a timely fashion. If no effective date was announced, changes shall apply to the Other Party as soon as it has been informed of the change

II. ADDITIONAL TERMS AND CONDITIONS FOR THE RENTAL OF EQUIPMENT AND THE DELIVERY OF SERVICES (SERVICE/SLA)

In addition to the General Terms and Conditions (Articles 1-15) the rental of items and the delivery of services (service/SLA) are subject to the following additional terms and conditions as described below (Article 16 to 24). These provisions are to be considered expressly as an addition to the conditions mentioned above.

Article 16. Performance of the work by PrioCom

16.1 With due observance of the agreed provisions, PrioCom will ensure that the equipment listed in the annex(es) will remain in a proper operating mode.

16.2 The Client/Other Party, at its own expense, will take care of certain simple cleaning and maintenance tasks, as listed in the relevant manuals or in this agreement.

16.3 The Client/Other Party must report to PrioCom any faults or damages that may occur without delay. After this report, PrioCom will immediately take such measures as necessary to start the repairs according to the agreed terms and conditions.

16.4 The work is performed in accordance with an appointment to which both parties have agreed.

16.5 If for the completion of certain work a term has been agreed, this is never a strict deadline. If this term is exceeded, the Client/Other Party must therefore hold PrioCom in default.

16.6 PrioCom is entitled to call in third parties for the performance of this agreement.

Article 17. Obligations of the Client /Other Party

17.1 For the delivery of the services and the performance of the work, the Client/Other Party shall make the equipment available to PrioCom at the desired times.

17.2 For the delivery of services and the performance of the work, the Client/Other Party shall give access to the equipment. The Client/Other Party will provide PrioCom access to all necessary facilities, such as a workspace and materials/tools that cannot be expected to form a part of PrioCom's standard equipment.

17.3 The Client/Other Party shall ensure that the room in which the equipment is placed will continue to meet the specifications and terms and conditions that are commonly in place for this equipment or that are stipulated by PrioCom.

17.4 The Client/Other Party will ensure that all information that PrioCom has stipulated to be necessary or that the Client/Other Party ought to know, within reason, is necessary for the performance of the work, is provided to PrioCom in due time. If the information required for performance of the work has not been provided to PrioCom in a timely manner, PrioCom is entitled to suspend the execution of the work and/or to charge the Client/Other Party for all additional costs incurred due to the delay, in accordance with PrioCom's regular rates.

Article 18. Property and right of use

18.1 PrioCom is and for the term of the rental agreement will remain both the legal and the economic owner of the rented items. In view of the relevant tax legislation and regulations, as well, PrioCom will be considered to be the owner of these items.

18.2 The Other Party will not, by virtue of the rental agreement, obtain a claim to obtaining the property of the rented items or a right to purchase these, unless it is expressly agreed otherwise.

18.3 The Other Party's right to use will commence on the date of delivery and will end after dissolution, (early) termination of the rental agreement or after the lapse of the agreed (and/or potentially tacitly renewed) rental period.

Article 19. Theft, loss or irreparable damage

19.1 In the event of theft, loss or irreparable damage, the Other Party is obliged to pay to PrioCom the new-for-old value of the stolen and/or lost items, unless agreed otherwise in the individual agreement.

19.2 If and insofar as it is agreed in the individual agreement that for this/these situation(s) insurance is payable in the form of a surcharge on the rent, the Other Party shall have the following additional rights:

- In the event of theft, loss or irreparable damage, the Other Party is only obliged to pay to PrioCom 50% of the new-for-old value of the stolen and/or lost items;
- Fifty percent of the costs of repair of the rented items with reparable damage, whether or not this was caused by careless use, shall be payable by PrioCom and 50% of these costs are at the expense and risk of the Other Party;
- Unless agreed otherwise in the individual agreement.

19.3 Should any of the situations described in this article occur, PrioCom shall make available to the Other Party replacement equipment for the entire rental period.

Article 20. Delivery and weekends

20.1 For delivering or collecting rented equipment, call-out costs will be charged. If an exchange of equipment is required in view of damage that was not caused by the party renting it, the call-out costs for the delivery of replacement equipment will not be charged. In the event of dispatch by post the going postal rates are charged on the basis of insured transport.

20.2 For weekend rental 2 days will be charged; the equipment will be delivered on Friday and collected on Monday.

Article 21. Licences

21.1 Unless expressly agreed otherwise, the Other Party will ensure that as regards the performance of the agreement and the use of the items rented out by PrioCom or serviced provided by PrioCom the laws and regulations applicable to this performance and/or the use of the rented goods are complied with. The Other Party will ensure that said performance and use will comply with and continue to comply with all applicable laws, local rules and/or by-laws.

21.2 In this respect, the Other Party indemnifies PrioCom against any claims third parties may make against PrioCom in view of a violation of any applicable law, local rule and/or by-law as referred to in paragraph 1 of this article.

21.3 The Other Party is obliged to use the rented items in a way that is not in violation with any law, by-law or government regulation.

Article 22. Conditions for use

The Other Party is obliged to use the rented items itself, while exercising due care, in accordance with its designated use pursuant to this agreement. The other Party is not allowed to change or add anything to the rented item in whole or in part without PrioCom's prior written consent. To establish this, PrioCom will at least perform a final inspection at the end of the agreement

Article 23. Defects to the rented items, replacement, repairs, liability of the lender

23.1 The effect of Article 7:204 (1) of the Dutch Civil Code is ruled out. Within the meaning of Article 7:204 (2) of the Dutch Civil Code the following shall not be deemed to be defects of the rented items:

- defects in the alterations and additions made by the Other Party (the renter) and the defects resulting from the alterations or additions and harmful consequences to the rented item for PrioCom or third parties;
- no longer having the required licences or dispensations pursuant to a government regulation,
- unless the defects are such that PrioCom was or ought to have been aware of them when entering into the agreement.

23.2 With the exclusion of Article 7:206 of the Dutch Civil Code, in the event of a defect to the rented item, PrioCom's performance shall be limited to repair and/or replacement within a reasonable term, which is exclusively at PrioCom's discretion, unless it concerns defects that PrioCom knew or should have known at the time of entering into the agreement.

23.3 With the exclusion of Article 7:207 Dutch Civil Code, the Other Party will not be entitled to a reduction on the rent or to a settlement of payments due or termination or dissolution of the rental agreement as a result of one or more defects as described above, except if said defects are the result of intent and/or gross fault on part PrioCom and unless PrioCom could have been expected to be aware of said defects prior to entering into the rental agreement.

23.4 PrioCom is not liable for:

- the consequences of defects that arose after entering into the rental agreement;
- the consequences of defects that the lender was or ought to have been aware of when entering into the rental agreement
- the consequences of defects in relation to which there was no intentional act and/or gross negligence on the part of PrioCom;

Article 24. Costs of maintenance

Unless expressly agreed otherwise, the costs for maintenance, repair, renovation and replacement will be borne by PrioCom, who will carry out the work, or have it carried out, in a proper and timely manner, unless the maintenance work is the result of improper use by the Other Party or use in ways that conflict with the instructions, norms and standards and/or other applicable instructions.

III. SUPPLEMENTARY TERMS AND CONDITIONS FOR THE RIGHT TO USE/LICENCE OF SOFTWARE/PROGRAMMES

In addition to the general terms and conditions (Articles 1-24), the following supplementary terms and conditions also apply to the granting of the right to use software/programmes as described below (from Article 25). These provisions are to be considered expressly as an addition to the conditions mentioned above.

Article 25. Right to use/Licence

25.1 When granting a Right to use/Licence, the service to be provided pertains completely or partially to PrioCom granting the Other Party the right to use the Software it has developed and installed (hereinafter: "the Software"), possibly in combination with a purchase and/or rental agreement. The Right to use/Licence will be laid down in a written licencing agreement and/or a Service Level Agreement (hereinafter: "SLA").

25.2 The Software will only include the functionalities and features that are described in the Software's product description, a separate licencing agreement, the quote/offer by PrioCom, the SLA or another written document concluded between the parties. PrioCom is entitled to introduce technical modifications and improvement to the Software and to temporarily disable access to and use of the Software (in consultation with the Other Party) if necessary for the Software's proper functioning.

25.3 Even though PrioCom will observe the greatest possible care when installing the Software, this should not be interpreted as a guarantee by PrioCom that the Software will function fault-free at all times. Unless otherwise agreed in writing, PrioCom will be entitled to repair the error within a reasonable period of time if the Software does not function properly or completely.

25.4 The right to use the Software granted to the Other Party cannot be transferred to a third party without PrioCom's prior written permission. The Other Party is not allowed to reproduce, copy, rent out or sell the Software or to transfer it to third parties or allow such parties to use the Software.

25.5 The end of the licencing agreement will also mean the simultaneous end to the Other Party's right to use the Software, and PrioCom will be entitled to delete the installed Software or to deny or terminate the Other Party's access to or use of the Software, and to take any action necessary to realise this goal.

Article 26 Infrastructure

26.1 It is the responsibility of the Other Party to purchase and properly operate the infrastructure that is necessary for the use of the Software and/or that was prescribed by PrioCom. Infrastructure is defined as, among other things, the system requirements and support of products or equipment that is required for the Software's proper functioning. The Other Party will ensure that such infrastructure continues to comply with the customary specifications and conditions, or those prescribed or recommended by PrioCom.

Article 27 Support, Repairs and Maintenance by PrioCom, and Software Update(s)

27.1 PrioCom's support for the Software (including agreed maintenance) will consist of general support for the use and functioning of the Software. Any additional support by PrioCom (including the associated maximal repair times and prescribed procedures for malfunction reports) will consist of all actions that are described in the separate SLA and/or in PrioCom's offer/quote, or that were agreed between the parties in writing. PrioCom is not held to offer/provide additional or alternative support.

27.2 Support by PrioCom will be provided within a reasonable period of time and during normal office hours, by email or by telephone, unless the parties agreed otherwise in writing (in a separate SLA).

27.3 PrioCom is entitled to provide Software updates if PrioCom considers this useful or necessary. Updates can include improvements, new features, or modifications prescribed by the applicable laws and regulations. PrioCom will announce the update to the Other Party in a timely fashion and offer/install the new version. If the Other Party does not install the update or have it installed at all or not in a timely fashion, the Other Party, as of then, can no longer make claims regarding the proper and full functioning of the Software.

Article 28 Privacy Law

28.1 Use of the Software may require the processing of personal data. For this purpose, PrioCom established a Privacy & Data Policy that describes how the PrioCom organisation has implemented and executed the requirements of all applicable privacy laws and regulations (e.g., the General Data Protection Regulation – GDPR). This policy, as well as its possible supplements, modifications and updates, is available at www.prio-com.nl. A copy of this policy will be provided to the Other Party free of charge and at first request.

28.2 PrioCom and the Other Party will both observe the applicable privacy laws and regulations (including the GDPR) and do all that is required to (continue to) meet all legal requirements. For this purpose, both parties promise to cooperate with the observance of such legal requirements at first request, possibly at the order of the Dutch Data Protection Authority. PrioCom can ask the Other Party to provide insight in the way this party complies with the applicable laws and regulations (including the GDPR). At the first request of PrioCom, the Other Party will provide a copy of its data protection policy, including compliance. Should the Other Party fail to do so at first

request, PrioCom will be entitled to terminate the right to use with immediate effect, or PrioCom will be entitled to deny the Other Party the right to use the Software.

28.3 If PrioCom is held to comply with a legal obligation pursuant to the law or other privacy regulations (such as the Data Leak Notification Duty), PrioCom will comply with this obligation and inform the Other Party thereof. If the Other Party is held to comply with such an obligation, they will also inform PrioCom thereof or will provide PrioCom with this information at first request.

Article 29 Intellectual Property Rights

29.1 All intellectual property rights regarding the Software are and remain the property of PrioCom. The Other Party's right to use the Software is expressly limited to use during the term of the (licencing) agreement and for their own company in accordance with all agreed terms and conditions as laid down in the agreement or in the separate licencing agreement, the offer/quote, the SLA, or another written agreement between parties.

29.2 These intellectual property rights are at least understood to include but not be limited to the Software's technical design, functions, features and source code.