General Terms and Conditions of TextPlan

Article 1: General

1. The following definitions are made within the framework of these general terms and conditions:

a. User : the party that enters into the license agreement

b. TextPlan : the online software for which the license agreement is entered into

c. TextPlan B.V. : the party that makes TextPlan available to the User

d. Parties/Party : User and/or TextPlan B.V.

- 2. These conditions are applicable to every agreement between TextPlan B.V. and the contractor, hereinafter referred to as the User, in as far as the parties have not expressly deviated from these conditions in writing.
- 3. The applicability of any purchasing- or other conditions of the User shall be expressly excluded.
- 4. If one or more stipulations in these general terms and conditions should, at any moment, in part or in full, be null and void or be declared null and void, then the other stipulations of these general terms and conditions shall remain fully applicable. In that case, TextPlan B.V. and the User shall enter into negotiations to agree upon new stipulations replacing the null and void conditions or the conditions declared null and void, whereby the purpose and the meaning of the original conditions shall be heeded as much as possible.
- 5. If ambiguity exists regarding the explanation of one or more stipulations of these general terms and conditions, then the explanation must be given 'in accordance with the spirit' of these stipulations.
- 6. If a situation arises between the parties that is not provided for in these general terms and conditions, then this situation must be assessed in accordance with the spirit of these general terms and conditions.
- 7. In the event that TextPlan B.V. does not always require strict compliance with these terms and conditions, this does not mean that the stipulations of these terms and conditions are not applicable, or that TextPlan B.V. to some degree would be deprived of the right to at another time require strict compliance with the stipulations of these terms and conditions.
- 8. In the event that the general terms and conditions undergo interim changes, the User may, according to his own choice, invoke the conditions/version at the moment when the most recent payment has been made by the User to TextPlan, or the current conditions.

Article 2: User License TextPlan

- 1. TextPlan B.V. shall supply the User with a non-exclusive login for the use of TextPlan. This login is only transferrable intra-company, however not to persons other than intra-company administrators and/or Users. TextPlan B.V. shall only give permission for this in the event that the User wishes to transfer the login in connection with a merger, sale of the company or the outsourcing of activities.
- 2. The license shall be issued for the use of TextPlan based on a number of users, forms to be uploaded, and documents to be downloaded, all of which have been agreed to beforehand. The User shall obtain access to TextPlan via a User Name with a password. The User guarantees that only the User's personnel can obtain access to managing documents within TextPlan. The definition of personnel also includes temporary personnel hired by the User.
- It is prohibited to use information originating from TextPlan for other commercial use such as, for example, advertising in newspapers or on the Internet or television. This is only permitted if TextPlan B.V. gives its prior express permission for the end product.
- 4. Infringement of any stipulation by the User, renders the User liable to a fine of € 1,000.00 (one thousand euro) excluding VAT per occurrence. TextPlan B.V. shall immediately inform the User about any detected infringement. The User must then immediately cease the incorrect use. The fine shall not be deducted from the loss actually incurred for which the User is also liable in the event of incorrect use.

Article 3: Access to TextPlan

- TextPlan shall be made available to the User via the website https://my.textplan.com in the version that prevails at the moment when it is offered to the User and is accepted by the User as such.
- 2. The User must comply with all reasonable directions and instructions that are given by TextPlan B.V. and also use and manage TextPlan in a careful manner.
- 3. TextPlan B.V. is not liable for any loss whatsoever if the delivery date agreed with the User or agreed by TextPlan B.V. is exceeded.
- 4. The User can save data models or can have them saved. This can be done either locally on the user's PC, or onto the TextPlan server. The user is responsible for saving the data.
- 5. All data entered by the user will be encrypted by TextPlan when they are processed.
- 6. The TextPlan web tool can be accessed through an extra secure HTTPS Internet connection.
- 7. The User is prohibited from integrating software or allowing software to be integrated with TextPlan other than by or with the permission of TextPlan B.V.
- 8. TextPlan B.V. reserves the right to immediately close the TextPlan account of the User if the User publishes text and/or illustrations within the TextPlan account that are illegal.

Article 4: Guarantee

- 1. TextPlan B.V. shall do its utmost to ensure that TextPlan is capable of performing the tasks agreed on with the User.
- 2. TextPlan B.V. shall do its utmost to ensure that TextPlan is at least 99% operational during a calendar year.

Article 5: Liability

- The User indemnifies TextPlan B.V. from all claims from third parties due to loss, arising on any ground, except in the event of malign intent or gross negligence on the part of TextPlan B.V.
- 2. TextPlan has been carefully compiled. Nevertheless, TextPlan B.V. does not accept any liability for the use of the content by anyone or in any way, except in the event of malign intent or gross negligence on the part of TextPlan B.V. and in the event of not complying with a guarantee.
- 3. The User is, at all times, responsible for the documents that he produces and/or compiles using TextPlan. TextPlan is only intended as a help tool. The User indemnifies TextPlan B.V. from any form of liability for loss relating to or resulting from publication and/or processing of the documents compiled by the User via TextPlan.
- 4. The User is responsible for the careful and expert use of TextPlan within his office and is responsible for the correct use of the password.

Article 6: Confidentiality

- 1. All data and information supplied by TextPlan B.V. to the User are of a confidential nature, and must also be treated as such. The User must also impose this obligation on his employees and notify them to this effect.
- 2. All data and information supplied by the User to TextPlan B.V. are of a confidential nature and must also be treated as such. All data supplied by the User may only be used for anonymous statistical purposes. Furthermore, confidential information may never be given to or disclosed in any other way to third parties. TextPlan B.V. must impose this obligation on its employees and deployed third parties and notify them to this effect. In the event of a conflict between this article and that stated in the agreement, that stated in the agreement shall take precedence.

Article 7: Intellectual property

- All copyrights as well as any other intellectual property rights of TextPlan are in the possession of TextPlan B.V. and shall remain in the possession of TextPlan B.V. also after termination of this agreement.
- The User shall immediately inform TextPlan B.V. if the User becomes aware of unauthorized use of TextPlan by anyone.
- 3. If the User is held liable by a third party on the grounds of infringement of any intellectual property right of TextPlan B.V., TextPlan B.V. indemnifies the User for any loss incurred, provided that the User immediately informs TextPlan B.V. about such a claim and provided that TextPlan B.V., instead of the User, shall conduct all negotiations or procedures towards the third party, and the User shall provide TextPlan B.V. with all possible assistance that can be reasonably requested. This indemnification ceases if the User acknowledges any form of liability towards this third party. The User is also obligated to comply with all directions given by TextPlan B.V. that can be reasonably expected to minimize or reduce damage.

Article 8: Validity period of licenses

- Unless stated otherwise, the TextPlan License forms are valid for one (1) month and will only be extended if the User
 ensures that the invoice amount due for the new license period is transferred to the TextPlan B.V. bank account in
 time, yet no later than the starting date of the new license period.
 - The commencement date shall be the date on which TextPlan B.V. has supplied the User with a properly functioning version of TextPlan for the first time.
- When the license period has expired, it will take a minimum of 30 days before TextPlan B.V. removes the User's login account (including all forms and data files the User has uploaded), from its server.
- 3. If the User continues to use TextPlan when a license period has expired, but choses another license type in which fewer users, forms, data models and/or data files and/or functionalities have been included, then the most recently created and in the new situation superfluous users, forms, data models and/or data files will receive an inactive status within TextPlan at the start of the new user period, but will not be removed from the TextPlan server during the license period and during the period stated in article 8.2.
- 4. The Parties are, without prejudice to the right to compensation and refund of the compensation already paid, entitled to prematurely terminate this agreement without any further notice of default being required if:
 - a. the other Party, after a written reminder, fails to comply with its obligations
 - b. the other Party applies for suspension of payments
 - c. the other Party applies for bankruptcy or is declared bankrupt
 - d. the other Party ceases its operations or transfers its operations to third parties, and this has a detrimental effect on the interests of the other party
 - e. goods or bank accounts of the other party are seized
 - f. the other Party is in danger of becoming financially insolvent
 - g. the other Party makes unauthorized use of TextPlan
 - h. TextPlan B.V. does not supply in the manner that can reasonably be expected from TextPlan B.V.

Article 9: Force majeure

Neither of the Parties shall be liable for delays or shortcoming in performance in as far as the delay or the shortcoming results from circumstances outside the reasonable control of the relevant Party, that could not have been reasonably prevented, provided that the relevant Party immediately notifies the other Party in writing about the circumstances, the consequences and the probable duration, and shall take all reasonable measures to emerge from these circumstances. In as far as the delay or shortcoming in performance results from a shortcoming by a subcontractor or supplier of one of the Parties, the delay or the shortcoming shall never be construed as meaning 'outside the reasonable control of the Party', unless and in as far as the shortcoming by the third party results from a force majeure situation. If TextPlan B.V. is liable for delay or shortcoming in performance, the payment obligation of the User shall be suspended until TextPlan B.V. has fully resumed the execution of the work in accordance with the agreement. If the User is responsible for delay or shortcoming in performance, TextPlan B.V. is entitled to suspend the execution or to dissolve the agreement in as far as it has not been executed, and to demand payment for the executed part, without TextPlan B.V. being obligated to pay any compensation.

Article 10: Tariffs and payment

- 1. The tariffs for the license agreement shall be applicable during a license period. Unless stated otherwise, all tariffs include VAT.
- Licenses can be converted in the interim period into another license form against the applicable costs. Any additional
 amount due will have to be paid immediately by credit card. In the event the new license fees are lower, TextPlan will
 keep the surplus amount as a deposit and will deduct it from the license fees due later. TextPlan will never refund any
 surplus (license) fees.
- 3. TextPlan B.V. reserves the right to change tariffs and prices. Changed tariffs shall only be charged from the date on which a new license period commences.
- 4. Payment takes place by credit card in advance, or by means of direct debit, in such an event the User provides TextPlan B.V. with authorization. TextPlan B.V. must receive payment, at the latest 5 days prior to the commencement of the license period. In the event of payment not being received in a timely manner, TextPlan B.V. reserves the right to block the account until payment is actually received.

Article 11: Applicable court of law

These general terms and conditions and all rights and obligations of the parties shall be governed by and explained in accordance with Dutch law.