

# GENERAL TERMS AND CONDITIONS IRIS IMS

These general terms and conditions apply to all business-to-business offers, quotations and service agreements and govern the legal relationship between you as a business Customer of I.R.I.S. Solutions & Experts SA.

The General Provisions section applies to all of the aforementioned offers, quotations and agreements, supplemented by one or more modules that focus on the various forms of delivery and services offered by I.R.I.S. Solutions & Experts, namely:

- STANDARD CLAUSES FOR PROCESSING
- SOFTWARE-AS-A-SERVICE (SAAS)
- SOFTWARE
- SOFTWARE AND WEBSITE DEVELOPMENT
- SOFTWARE MAINTENANCE AND SUPPORT
- ADVICE AND CONSULTANCY
- SECONDMENT SERVICES
- EDUCATION AND TRAINING
- HOSTING
- PURCHASE OF EQUIPMENT
- EQUIPMENT RENTAL
- EQUIPMENT MAINTENANCE

The provisions included in the specific modules shall prevail over the General Provisions.

## Article 1. Applicability

- 1.1 These general terms and conditions (hereinafter also referred to as: these general terms and conditions) apply to all offers and agreements whereby I.R.I.S. Solutions & Experts SA (hereinafter referred to as: IRIS) supplies goods and/or services of any nature and under any name whatsoever to the Customer.
- 1.2 Deviations from and additions to these general terms and conditions are only valid if they have been agreed in writing between the parties.
- 1.3 The applicability of the Customer's purchasing or other terms and conditions is expressly rejected.
- 1.4 If and insofar as IRIS makes products or services of third parties available to the Customer or grants access thereto, the (license or sales) terms and conditions of the relevant third parties shall apply in the relationship between IRIS and the Customer, setting aside any provisions in these general terms and conditions that deviate from them, provided that IRIS has notified the Customer of the applicability of the (license or sales) terms and conditions of those third parties and has offered a reasonable opportunity to take note of those terms and conditions.
- 1.5 If and insofar as the terms and conditions of third parties referred to in Article 1.4 do not apply or are declared inapplicable in the relationship between the Customer and IRIS for any reason whatsoever, these general terms and conditions shall apply in full.
- 1.6 If any provision of these general terms and conditions is void or voidable, the remaining provisions of these general terms and conditions shall remain in full force and effect. In that case, IRIS and the Customer shall consult with each other with the aim of agreeing on new provisions that are as similar as possible to the void or voidable provisions.
- 1.7 Without prejudice to the provisions of Article 1.4, in the event of any conflict between agreements made between the parties, the provisions of these general terms and conditions shall apply, unless the parties have expressly deviated from them in writing with reference to these terms and conditions. In the event of a conflict between provisions included in the General Provisions and the various modules of these terms and conditions, specific provisions shall prevail over generic provisions, unless expressly deviated from.

## Article 2. Offers

- 2.1 All offers and other communications from IRIS are without obligation, unless otherwise indicated in writing by IRIS. The customer guarantees the accuracy and completeness of the information provided by or on behalf of him to IRIS on which IRIS has based its offer, with the exception of obvious typing errors.

## Article 3. Price and payment

- 3.1 All prices are exclusive of value added tax (VAT) and other product- or service-specific levies imposed by the government. All prices quoted by IRIS are in euros and the Customer must pay in euros.
- 3.2 The Customer cannot derive any rights or expectations from a preliminary calculation or estimate issued by IRIS, unless the parties have agreed otherwise in writing. A budget communicated by the Customer shall only be considered a (fixed) price agreed between the parties if this has been expressly agreed in writing.
- 3.3 If, according to the agreement, the Customer consists of several natural persons and/or legal entities, each of those persons or entities is jointly and severally liable to IRIS for the performance of the agreement.
- 3.4 With regard to the services provided by IRIS and the amounts owed by the Customer for these services, the data from IRIS's records shall constitute full proof, without prejudice to the Customer's right to provide evidence to the contrary.
- 3.5 In the event of a periodic payment obligation on the part of the Customer, IRIS may, in writing and in accordance with the index or other measure included in the agreement, adjust the applicable prices and rates on the date specified in the agreement. If the agreement does not expressly provide for the possibility of adjusting prices or rates, IRIS may adjust the applicable prices and rates in writing, subject to a notice period of at least three months. If, in the latter case, the Customer does not wish to agree to the adjustment, the Customer is entitled to terminate the agreement in writing within thirty days of notification of the adjustment, with effect from the date on which the new prices and/or rates would take effect.
- 3.6 The parties shall specify in the agreement the date or dates on which IRIS will charge the Customer for the agreed services. Amounts due shall be paid by the Customer in accordance with the agreed payment terms or those stated on the invoice. The Customer is not entitled to suspend any payment or to set off any amounts due.
- 3.7 If the Customer fails to pay the amounts due or fails to do so on time, the Customer shall owe statutory interest on late payments in commercial transactions on the outstanding amount, without any reminder or notice of default being required. If the Customer fails to pay the claim after a reminder or notice of default, IRIS may refer the claim to a third party and the Customer will be obliged to pay all reasonable judicial and extrajudicial costs, including all costs calculated by the external experts engaged, in addition to the total amount due. This shall not affect IRIS's other statutory and contractual rights.

## Article 4. Duration of the Agreement

- 4.1 If and insofar as the agreement between the parties is an agreement for a determined duration, the agreement is entered into for the agreed duration, if nothing is defined the duration shall be one year.
- 4.2 The duration of a fixed-term agreement shall be tacitly renewed for the duration of the originally agreed period, with a maximum of one year, unless the Customer or IRIS terminates the agreement in writing with due observance of a notice period of three months before the end of the relevant period.

## Article 5. Confidentiality

- 5.1 The Customer and IRIS shall ensure that all information received from the other party which is known or should reasonably be known to be of a confidential nature remains confidential. This prohibition shall not apply if and insofar as the provision of the relevant information to a third party is necessary as a result of a court ruling, a statutory provision, on the basis of a lawful order from a government authority or for the proper performance of the agreement. The party receiving confidential information shall only use it for the purpose for which it was provided. Data shall in any case be considered confidential if it has been designated as such by one of the parties.
- 5.2 The customer acknowledges that the software made available by or through IRIS is always confidential and that it contains trade secrets of IRIS, its suppliers or the software manufacturer.

## **Article 6. Privacy and data processing**

- 6.1 If IRIS deems it relevant for the performance of the agreement, the Customer shall, upon request, notify IRIS in writing of the manner in which the Customer fulfils its obligations under the legislation on the protection of personal data.
- 6.2 The Customer indemnifies IRIS against claims from persons whose personal data is or will be processed for which the Customer is responsible under the law, unless the Customer proves that the facts underlying the claim are attributable to IRIS.
- 6.3 The responsibility for the (personal) data processed by the Customer using a service provided by IRIS lies with the Customer. The Customer guarantees IRIS that the content, use and/or processing of the (personal) data is not unlawful and does not infringe any third-party rights. The Customer indemnifies IRIS against any legal action by a third party, on whatever grounds, in connection with this (personal) data or the performance of the agreement.
- 6.4 If IRIS performs work relating to the (personal) data of the Customer, its employees or users on the basis of a request or authorised order from a government authority or in connection with a legal obligation, all associated costs may be charged to the Customer.
- 6.5 If IRIS, as a processor within the meaning of the legislation on the protection of personal data, performs services for the Customer, the module **'Standard clauses for processing'** shall also apply.

## **Article 7. Security**

- 7.1 If IRIS is obliged under the agreement to provide a form of information security, that security shall comply with the specifications agreed in writing between the parties regarding security.
- 7.2 IRIS does not guarantee that the information security will be effective under all circumstances. If an explicitly described method of security is not included in the agreement, the security shall meet a level that is not unreasonable, taking into account the state of the art, the implementation costs, the nature, scope and context of the information to be secured known to IRIS, the purposes and normal use of its products and services, and the likelihood and severity of foreseeable risks.
- 7.3 The access or identification codes, certificates or other security measures provided to the Customer by or on behalf of IRIS are confidential and will be treated as such by the Customer and will only be disclosed to authorised personnel from the Customer's own organisation.
- 7.4 IRIS is entitled to change assigned access or identification codes and certificates. The Customer is responsible for managing authorisations and for issuing and withdrawing access and identification codes in a timely manner.
- 7.5 If the security or testing thereof relates to software, equipment or infrastructure that has not been supplied to the Customer by IRIS itself, the Customer guarantees that all necessary licenses or approvals have been obtained to perform the intended service. IRIS is not liable for damage arising in connection with the performance of these services. The Customer indemnifies IRIS against any legal action on any grounds whatsoever in connection with the performance of these services.
- 7.6 IRIS is entitled to adjust the security measures from time to time if this is necessary as a result of changing circumstances.
- 7.7 The Customer shall adequately secure its systems and infrastructure and keep them adequately secured.
- 7.8 IRIS may give instructions to the Customer with regard to security, the purpose of which is to prevent or minimise incidents or the consequences of incidents that could affect security. If the Customer fails to follow such instructions from IRIS or a relevant government body, or fails to do so in a timely manner, IRIS shall not be liable and the Customer shall indemnify IRIS against any damage that may arise as a result.
- 7.9 IRIS is always permitted to implement technical and organisational measures to protect equipment, data files, websites, software made available, software or other works to which the Customer is given access (directly or indirectly), including in connection with an agreed restriction on the content or duration of the right to use these objects. The Customer shall not remove or circumvent such technical measures or allow them to be removed or circumvented.

## **Article 8. Retention of title and rights and suspension**

- 8.1 All goods delivered to the Customer remain the property of IRIS until all amounts owed by the Customer to IRIS under the agreement concluded between the parties have been paid in full to IRIS. A Customer acting as a reseller may sell and deliver all goods subject to IRIS's retention of title insofar as this is customary in the normal course of its business.
- 8.2 The property law consequences of the retention of title of goods intended for export shall be governed by the law of the country of destination, if that law contains provisions that are more favourable to IRIS in this respect.
- 8.3 Where applicable, rights shall be granted or transferred to the Customer on condition that the Customer has paid all amounts due under the agreement.
- 8.4 IRIS may retain the data, documents, software and/or data files received or realised within the framework of the agreement, despite an existing obligation to surrender or transfer them, until the Customer has paid all amounts owed to IRIS.

## **Article 9. Transfer of risk**

- 9.1 The risk of loss, theft, misappropriation or damage to goods, data (including: usernames, codes and passwords), documents, software or data files that are produced for, delivered to or used by the Customer in the context of the performance of the agreement, shall pass to the Customer at the moment that they are brought under the actual control of the Customer or an affiliate of the Customer.

## **Article 10. Intellectual property**

- 10.1 All intellectual property rights to the software, websites, data files, databases, equipment, training, test and examination materials or other materials such as analyses, designs, documentation, reports, quotations, as well as preparatory materials thereof, are vested exclusively in IRIS, its licensors or its suppliers. The Customer shall only acquire the rights of use that are expressly granted in these general terms and conditions, the agreement concluded in writing between the parties and mandatory law. Any right of use accruing to the Customer is non-exclusive, non-transferable, non-pledgeable and non-sublicensable.
- 10.2 If IRIS is prepared to commit to the transfer of an intellectual property right, such a commitment can only be made in writing and explicitly. If the parties agree in writing that an intellectual property right with regard to software, websites, data files, equipment, know-how or other works or materials, this shall not affect IRIS's right or ability to use and/or exploit the components, designs, algorithms, documentation, works, protocols, standards and suchlike underlying that development for other purposes, without any restriction, either for itself or for third parties. IRIS also has the right to use

and/or exploit the general principles, ideas and programming languages used to create or underlying the development of any work for other purposes without any restriction, either for itself or for third parties. Nor does the transfer of an intellectual property right affect IRIS's right to make developments for itself or a third party that are similar to or derived from those made or to be made for the Customer.

- 10.3 The Customer shall not remove or alter any indication(s) regarding the confidential nature or regarding copyrights, trademarks, trade names or any other intellectual property rights from the software, websites, databases, equipment or materials.
- 10.4 IRIS indemnifies the Customer against any claim by a third party based on the fact that software, websites, data files, equipment or other materials developed by IRIS itself infringe an intellectual property right of that third party, on condition that the Customer immediately informs IRIS in writing of the existence and content of the claim and leaves the handling of the case, including the conclusion of any settlements, entirely to IRIS. To this end, the Customer shall grant IRIS the necessary powers of attorney, information and cooperation to defend itself against these claims. This obligation to indemnify shall lapse if the alleged infringement relates (i) to works or materials made available by the Customer to IRIS for use, processing, treatment or maintenance, or (ii) to changes that the Customer has made or had made to the software, websites, data files, equipment or other works or materials without IRIS's written consent. If it is irrevocably established in court that the software, websites, data files, equipment or other materials infringe any intellectual property rights belonging to a third party, or if, in IRIS's opinion, there is a reasonable chance that such an infringement will occur, IRIS will, if possible, ensure that the Customer can continue to use the delivered software, websites, data files, equipment or materials or other functionally equivalent software, websites, data files, equipment or materials. Any other or further indemnification obligation on the part of IRIS for infringement of a third party's intellectual property right is excluded.
- 10.5 The Customer guarantees that no third-party rights prevent the provision to IRIS of equipment, software, material intended for websites, data files and/or other materials, designs and/or other works for the purpose of use, maintenance, processing, installation or integration, including the possession of the correct licenses. The Customer indemnifies IRIS against any claim by a third party based on the fact that such provision, use, maintenance, processing, installation or integration infringes any right of that third party.
- 10.6 IRIS is never obliged to perform data conversion, unless this has been expressly agreed in writing with the Customer.
- 10.7 IRIS is entitled to use the Customer's logo, brand name or name in its external communications.

## **Article 11. Performance of services**

- 11.1 IRIS shall use its best efforts to perform services with care, where applicable in accordance with the agreements and procedures laid down in writing with the Customer. All services provided by IRIS are performed on the basis of a best efforts obligation, unless and insofar as IRIS has expressly promised a result in the written agreement and the relevant result is described with sufficient certainty in the agreement.
- 11.2 IRIS is not liable for damage or costs resulting from the use or misuse of access or identification codes, certificates or other security measures, unless the misuse is the direct result of intent or deliberate recklessness on the part of IRIS's management.
- 11.3 If the agreement has been entered into with a view to performance by one specific person, IRIS is always entitled to replace this person with one or more persons with the same and/or similar qualifications.
- 11.4 IRIS is not obliged to follow instructions from the Customer in the performance of its services, in particular if these instructions alter or supplement the content or scope of the agreed services. However, if such instructions are followed, the work in question will be remunerated in accordance with IRIS's usual rates.

## **Article 12. Information and other cooperation obligations**

- 12.1 The parties acknowledge that the success of work in the field of information and communication technology depends on proper and timely mutual cooperation. The Customer shall always provide all reasonable cooperation in a timely manner.
- 12.2 The Customer guarantees the accuracy and completeness of the data, information, designs and specifications provided to IRIS by or on behalf of the Customer. If the data, information, designs or specifications provided by the Customer contain any inaccuracies known to IRIS, IRIS will inquire about this with the Customer.
- 12.3 For the sake of continuity, the Customer shall appoint one or more contact persons who will act as such for the duration of IRIS's work. The Customer's contact persons shall have the necessary experience, specific knowledge of the subject matter and insight into the objectives desired by the Customer.
- 12.4 The Customer bears the risk of selecting the items, goods and/or services to be supplied by IRIS. The Customer shall always exercise the utmost care to ensure that the performance requirements are accurate and complete. Dimensions and data stated in drawings, images, catalogues, websites, quotations, advertising material, standardisation sheets, etc. are not binding on IRIS, unless expressly stated otherwise by IRIS.
- 12.5 If the Customer deploys personnel and/or affiliates in the performance of the agreement, these personnel and affiliates shall have the necessary knowledge and experience. If IRIS employees perform work at the Customer's location, the Customer shall provide the necessary facilities, such as a workspace with computer and network facilities, in a timely manner and free of charge. IRIS shall not be liable for damage or costs due to transmission errors, malfunctions or unavailability of these facilities, unless the Customer proves that this damage or these costs are the result of intent or deliberate recklessness on the part of IRIS's management.
- 12.6 The workspace and facilities will comply with all legal requirements. The Customer indemnifies IRIS against claims from third parties, including IRIS employees, who suffer damage in connection with the performance of the agreement as a result of acts or omissions on the part of the Customer or unsafe situations within its organisation. The Customer shall make the house, information and security rules applicable within its organisation known to the employees deployed by IRIS before the commencement of the work.
- 12.7 The Customer is responsible for the management, including control of the settings, use of the products supplied and/or services performed by IRIS and the manner in which the results of the products and services are used. The Customer is also responsible for instructing users and their use of the products and services.
- 12.8 The Customer shall provide the necessary equipment, infrastructure and supporting software and shall install, configure, parameterise and tune the necessary (auxiliary) software on its own equipment tune and, if necessary, adapt and keep up to date the equipment, other (auxiliary) software and user environment used for this purpose, and achieve the interoperability desired by the Customer.

### **Article 13. Project and steering groups**

- 13.1 If both parties participate in a project or steering group with one or more employees deployed by them, the provision of information will take place in the manner agreed for the project or steering group.
- 13.2 Decisions taken in a project or steering group in which both parties participate shall only be binding on IRIS if the decision-making process is in accordance with what has been agreed in writing between the parties or, in the absence of written agreements in this regard, if IRIS has accepted the decisions in writing. IRIS is never obliged to accept or implement a decision if, in its opinion, it is incompatible with the content and/or proper implementation of the agreement.
- 13.3 The Customer guarantees that the persons appointed by it to participate in a project or steering group are authorised to take decisions that are binding on the Customer.

### **Article 14. Deadlines**

- 14.1 IRIS shall make reasonable efforts to comply as far as possible with the deadlines and/or delivery dates specified by it or agreed between the parties, whether or not these are final deadlines. Interim delivery dates specified by IRIS or agreed between the parties shall always be considered target dates, shall not be binding on IRIS and shall always be indicative in nature.
- 14.2 If any deadline is likely to be exceeded, IRIS and the Customer will consult to discuss the consequences of the delay for further planning.
- 14.3 In all cases – therefore also if the parties have agreed on a final (delivery) deadline or (completion) date – IRIS will only be in default due to exceeding the time limit after the Customer has given IRIS written notice of default, in which the Customer sets IRIS a reasonable period to remedy the shortcoming and this reasonable period has expired. The notice of default must contain as complete and detailed a description of the shortcoming as possible, so that IRIS is given the opportunity to respond adequately.
- 14.4 If it has been agreed that the agreed work will be carried out in phases, IRIS is entitled to postpone the commencement of the work belonging to a phase until the Customer has approved the results of the preceding phase in writing.
- 14.5 IRIS is not bound by any deadline or delivery date if the parties have agreed to a change in the content or scope of the agreement (additional work, change of specifications, etc.) or a change in the approach to the performance of the agreement, or if the Customer fails to fulfil its obligations under the agreement, or fails to do so on time or in full. The fact that additional work (or a request for additional work) arises during the performance of the agreement shall never constitute grounds for the Customer to terminate or dissolve the agreement.

### **Article 15. Termination and dissolution of the agreement**

- 15.1 Each of the parties shall only be entitled to terminate the agreement due to an attributable failure to perform the agreement if the other party, in all cases after a written notice of default that is as detailed as possible and sets a reasonable period for remedying the failure, fails attributable to it to perform essential obligations under the agreement. The Customer's payment obligations and all obligations to cooperate and/or provide information by the Customer or a third party engaged by the Customer shall in all cases be considered essential obligations under the agreement.
- 15.2 If, at the time of termination, the Customer has already received services in performance of the agreement, these services and the associated payment obligations will not be subject to reversal, unless the Customer proves that IRIS is in default with regard to the essential part of those services. Amounts invoiced by IRIS prior to the termination in connection with what it has already duly performed or delivered in execution of the agreement shall remain due and payable in full, with due observance of the provisions of the previous sentence, and shall become immediately due and payable at the time of termination.
- 15.3 If an agreement which, by its nature and content, does not end upon completion, has been entered into for an indefinite period, it may be terminated in writing by either party after proper consultation and stating reasons. If no notice period has been agreed between the parties, a reasonable period must be observed when giving notice of termination. IRIS shall never be liable for any compensation due to termination.
- 15.4 The customer is not entitled to terminate a contract for services that has been entered into for a fixed period or a contract that ends upon completion prematurely.
- 15.5 Either party may terminate the agreement in whole or in part with immediate effect in writing without notice of default if the other party - whether provisionally or otherwise - is granted a moratorium, if bankruptcy is petitioned against the other party, if the other party's business is liquidated or terminated other than for the purpose of reconstruction or merger of businesses. IRIS may also terminate the agreement in whole or in part with immediate effect without notice of default if the decisive control over the Customer's company changes directly or indirectly. IRIS shall never be obliged to refund any money already received or to pay compensation as a result of the termination referred to in this paragraph. In the event that the Customer becomes irrevocably bankrupt, the Customer's right to use the software, websites and suchlike made available to it, as well as the Customer's right to access and/or use the services of IRIS, shall terminate without any notice of termination being required on the part of IRIS.

### **Article 16. Liability of IRIS**

- 16.1 IRIS's total liability for attributable shortcomings in the performance of the agreement or on any legal basis whatsoever, expressly including any shortcoming in the performance of a warranty or indemnification obligation agreed with the Customer, is limited to compensation for damage as set out in this article.
- 16.2 Direct damage is limited to a maximum of the amount of the price stipulated for that agreement (excluding VAT). If the agreement is primarily a continuing performance agreement with a term of more than one year, the price stipulated for that agreement shall be set at the total of the fees (excluding VAT) stipulated for one year. In no event shall IRIS's total liability for direct damage, on any legal basis whatsoever, exceed €500,000 (five hundred thousand euros).
- 16.3 Damage due to death, physical injury or material damage to property is limited to €1,250,000 (one million two hundred and fifty thousand euros).
- 16.4 Indirect damage, consequential damage, lost profit, lost savings, reduced goodwill, damage due to business interruption, damage resulting from claims by the Customer's customers, damage related to the use of third-party items, materials or software prescribed by the Customer to IRIS, and damage related to the engagement of suppliers prescribed by the Customer to IRIS is excluded. IRIS's liability in connection with the mutilation, destruction or loss of data or documents is also excluded.

- 16.5 The exclusions and limitations of IRIS's liability described in Article 16.2 to 16.4 do not affect the other exclusions and limitations of IRIS's liability described in these general terms and conditions.
- 16.6 The exclusions and limitations referred to in Article 16.2 to 16.5 shall lapse if and insofar as the damage is the result of intent or deliberate recklessness on the part of IRIS's management.
- 16.7 Unless performance by IRIS is permanently impossible, IRIS shall only be liable for attributable failure to perform an agreement if the Customer immediately gives IRIS written notice of default, setting a reasonable period for remedying the failure, and IRIS continues to fail imputably in the fulfilment of its obligations even after that period. The notice of default must contain as complete and detailed a description of the failure as possible, so that IRIS is given the opportunity to respond adequately.
- 16.8 Any right to compensation is subject to the condition that the Customer reports the damage to IRIS in writing as soon as possible after it has occurred. Any claim for compensation against IRIS will lapse twenty-four months after the claim arose, unless the Customer has instituted legal proceedings for compensation before the expiry of that period.
- 16.9 The Customer indemnifies IRIS against all claims from third parties for product liability as a result of a defect in a product or system supplied by the Customer to a third party and which also consisted of equipment, software or other materials supplied by IRIS, unless and insofar as the Customer proves that the damage was caused by that equipment, software or other materials.
- 16.10 The Customer acknowledges and accepts that IRIS may use affiliates in the performance of its contractual obligations, any natural person or legal entity entrusted by IRIS with the performance of a contractual obligation, including but not limited to employees, directors, subcontractors and other appointees. The parties expressly agree that IRIS's affiliates cannot be held extra-contractually liable by the Customer for damage resulting from IRIS's failure to fulfil its contractual obligations. This exclusion applies except in the case of intentional fault or damage to the physical or psychological integrity of a person, as provided for in Article 6.3 of the Civil Code. The Customer hereby waives any right to bring a direct non-contractual claim against the company's affiliates. This provision does not affect IRIS's liability as referred to in this article.
- 16.11 The provisions of this article, as well as all other limitations and exclusions of liability mentioned in these general terms and conditions, also apply in favour of all (legal) persons whom IRIS and its suppliers use in the performance of the agreement.

### **Article 17. Force majeure**

- 17.1 Neither party is obliged to fulfil any obligation, including any statutory and/or agreed warranty obligation, if it is prevented from doing so as a result of force majeure. Force majeure on the part of IRIS includes: (i) force majeure on the part of IRIS's suppliers, (ii) the failure of suppliers to properly fulfil obligations prescribed to IRIS by the Customer, (iii) defects in goods, equipment, software or materials from third parties whose use has been prescribed to IRIS by the Customer, (iv) government measures, (v) power failure, (vi) failure of the internet, data network or telecommunications facilities, (vii) (cyber)crime, (cyber)vandalism, war or terrorism, and (viii) general transport problems.
- 17.2 If a force majeure situation lasts longer than sixty days, each of the parties has the right to terminate the agreement in writing. In that case, what has already been performed under the agreement will be settled proportionally, without the parties owing each other anything else.

### **Article 18. Service Level Agreement**

- 18.1 Any agreements regarding a service level (Service Level Agreement) shall only be expressly agreed in writing. The customer shall always notify IRIS immediately of any circumstances that affect or may affect the service level and its availability.
- 18.2 If agreements have been made regarding a service level, the availability of software, systems and related services will always be measured in such a way that the downtime announced in advance by IRIS due to preventative, corrective or adaptive maintenance or other forms of service, as well as circumstances beyond IRIS's control, are not taken into account. Unless the Customer provides evidence to the contrary, the availability measured by IRIS shall be considered full proof.

### **Article 19. Backup**

- 19.1 If the services provided to the Customer under the agreement include making backups of the Customer's data, IRIS shall make a full backup of the Customer's data in its possession, taking into account the periods agreed in writing, and in the absence thereof, once a week. In the absence of agreements on the retention period, IRIS will retain the backup for the period customary at IRIS. IRIS will store the backup with due care and diligence.
- 19.2 The Customer remains responsible for complying with all legal administration and retention obligations applicable to them.

### **Article 20. Changes and additional work**

- 20.1 If, at the request or with the prior consent of the Customer, IRIS has performed work or other services that fall outside the scope or extent of the agreed work and/or services, these work or services will be reimbursed by the Customer in accordance with the agreed rates and, in the absence thereof, in accordance with IRIS's usual rates. IRIS is not obliged to comply with such a request and may require that a separate written agreement be concluded for this purpose.
- 20.2 The Customer realises that changes and additional work may lead to shifts in (delivery) terms and (completion) dates. New (delivery) terms and (completion) dates indicated by IRIS replace the previous ones.
- 20.3 Insofar as a fixed price has been agreed for the agreement, IRIS will, upon request, inform the Customer in writing of the financial consequences of the additional work or services referred to in this article.

### **Article 21. Transfer of rights and obligations**

- 21.1 The Customer shall never sell, transfer or pledge the rights and obligations it has under an agreement to a third party.
- 21.2 IRIS is entitled to sell, transfer or pledge its claims for payment of compensation to a third party.

### **Article 22. Applicable law**

- 22.1 All agreements to which the general terms and conditions apply, as well as all further agreements arising from them, are governed by Belgian law. The applicability of the Vienna Sales Convention 1980 is excluded.

22.2 Disputes arising from the agreement concluded between the parties and/or from further agreements resulting from it shall first be discussed by the parties at the highest level. In cases where the parties are unable to reach an amicable settlement, they are entitled to submit the dispute to the competent court at the registered office of IRIS.

**Article 23. Language**

23.1 These Terms and Conditions are originally drafted in Dutch and may be made available for convenience in English and French. In the event of any discrepancy, inconsistency, or difference in interpretation between the language versions, the Dutch version shall prevail and be binding.

**NO FURTHER CONTENT FOLLOWS ON THIS PAGE**

# STANDARD CLAUSES FOR PROCESSING

*The provisions included in this module 'Standard clauses for processing' apply, in addition to the General Provisions of these general terms and conditions, if IRIS processes personal data on behalf of the controller(s) as a (sub)processor (data processor) within the framework of the execution of the agreement, as referred to in the legislation on the protection of personal data. These Standard Clauses for Processing, together with practical agreements on processing in the agreement or a processing agreement as referred to in Article 28(3) of the General Data Protection Regulation (GDPR), form the basis for the processing of personal data.*

## Article 24. General

- 24.1 IRIS processes the personal data on behalf of the Customer in accordance with the Customer's written instructions agreed with IRIS.
- 24.2 The Customer, or its client, is the controller within the meaning of the GDPR, has control over the processing of the personal data and has determined the purpose and means of processing the personal data.
- 24.3 IRIS is a processor within the meaning of the GDPR and therefore has no control over the purpose and means of processing the personal data and therefore does not make any decisions about, among other things, the use of the personal data.
- 24.4 IRIS implements the GDPR as laid down in this module 'Standard Clauses for Processing' and in the agreement. It is up to the Customer to assess, on the basis of this information, whether IRIS offers sufficient guarantees with regard to the application of appropriate technical and organisational measures to ensure that the processing meets the requirements of the GDPR and that the protection of the rights of data subjects is sufficiently guaranteed.
- 24.5 The Customer guarantees to IRIS that it acts in accordance with the GDPR, that it adequately secures its systems and infrastructure at all times and that the content, use and/or processing of personal data is not unlawful and does not infringe any third-party rights.
- 24.6 The Customer is not entitled to recover from IRIS any administrative fine imposed on it by the supervisory authority on any legal basis whatsoever. In this module 'Standard Clauses for Processing', 'supervisory authority' means a supervisory authority as referred to in the GDPR.

## Article 25. Security

- 25.1 IRIS shall take the technical and organisational security measures as described in the agreement. When taking the technical and organisational security measures, IRIS has taken into account the state of the art, the implementation costs of the security measures, the nature, scope and context of the processing operations, the nature of its products and services, the processing risks and the varying likelihood and severity of the risks to the rights and freedoms of data subjects that IRIS could expect given its intended use of its products and services.
- 25.2 Unless explicitly stated otherwise in the agreement, IRIS's product or service is not designed for the processing of special categories of personal data or data relating to criminal convictions or offences.
- 25.3 IRIS strives to ensure that the security measures it takes are appropriate for IRIS's intended use of the product or service.
- 25.4 In the Customer's opinion, taking into account the factors referred to in Article 25.1, the security measures described offer a level of security appropriate to the risk of processing the personal data used or provided by the Customer.
- 25.5 IRIS may make changes to the security measures taken if, in its opinion, this is necessary to continue to provide an appropriate level of security. IRIS will record significant changes and will inform the Customer of these changes where relevant.
- 25.6 The Customer may request IRIS to take further security measures. IRIS is not obliged to implement changes to its security measures in response to such a request. IRIS may charge the Customer for the costs associated with the changes made at the Customer's request. Only after the security measures requested by the Customer have been agreed in writing by the parties will IRIS be obliged to actually implement these security measures.

## Article 26. Breaches relating to personal data

- 26.1 IRIS does not guarantee that the security measures will be effective under all circumstances. If IRIS discovers a 'breach involving personal data', IRIS will inform the Customer without undue delay. The agreement specifies how IRIS will inform the Customer about 'personal data breaches'. If no specific agreements have been made, IRIS will contact the Customer's contact person in the usual manner.
- 26.2 It is up to the controller (the Customer or its client) to assess whether the 'personal data breach' reported by IRIS must be reported to the supervisory authority or data subject(s). The reporting of 'personal data breaches' remains at all times the responsibility of the controller (the Customer or its client). IRIS is not obliged to report 'personal data breaches' to the supervisory authority and/or the data subject(s).
- 26.3 If necessary, IRIS will provide further information about the 'personal data breach' and will cooperate in providing the necessary information to the Customer for the purpose of reporting to the supervisory authority or data subject(s).
- 26.4 IRIS may charge the Customer for the reasonable costs it incurs in this context at its then applicable rates.

## Article 27. Confidentiality

- 27.1 IRIS guarantees that the persons who process personal data under its responsibility are bound by a duty of confidentiality.
- 27.2 IRIS is entitled to disclose personal data to third parties if and insofar as disclosure is necessary pursuant to a court order, a statutory provision, on the basis of a competent order from a government authority or for the proper performance of the agreement.

## Article 28. Obligations upon termination

- 28.1 In the event of termination of the processing agreement, IRIS shall delete all personal data under its control and received from the Customer within the period specified in the agreement in such a way that it can no longer be used and is no longer accessible (render inaccessible), or, if agreed, return it to the Customer in a machine-readable format.
- 28.2 IRIS may charge the Customer for any costs it incurs in connection with the provisions of the previous paragraph. Further agreements on this may be laid down in the agreement.
- 28.3 The provisions of Article 28.1 do not apply if a statutory regulation prevents IRIS from deleting or returning all or part of the personal data. In such a case, IRIS will only continue to process the personal data to the extent necessary to comply

with its legal obligations. The provisions of Article 28.1 also do not apply if IRIS is the controller within the meaning of the GDPR with regard to the personal data.

#### **Article 29. Rights of data subjects, Data Protection Impact Assessment (DPIA) and audit rights**

- 29.1 Where possible, IRIS will cooperate with reasonable requests from the Customer relating to the rights of data subjects invoked by data subjects at the Customer. If IRIS is approached directly by a data subject, it will refer them to the Customer where possible.
- 29.2 If the Customer is obliged to do so under the GDPR, IRIS will, upon reasonable request, cooperate with a data protection impact assessment (DPIA) or a subsequent prior consultation.
- 29.3 At the Customer's request, IRIS will provide all information reasonably necessary to demonstrate compliance with the agreements made in the agreement regarding the processing of personal data, for example by means of a certificate, an audit report (Third Party Memorandum) drawn up by an independent expert commissioned by IRIS, or by means of other information to be provided by it. If the Customer nevertheless has reason to believe that the processing of personal data is not in accordance with the agreement, it may, at its own expense, have an audit carried out by an independent, certified, external expert who has demonstrable experience with the type of processing carried out on the basis of the agreement, at most once a year. IRIS has the right to refuse an expert if, in IRIS's opinion, this would affect its competitive position. The audit will be limited to checking compliance with the agreements regarding the processing of personal data as laid down in the agreement. The expert will have a duty of confidentiality with regard to what he finds and will only report to the Customer any shortcomings in the fulfilment of IRIS's obligations under the agreement. The expert will provide a copy of his report to IRIS. IRIS may refuse an expert, audit or instruction from the expert if, in its opinion, this is contrary to the GDPR or other legislation or constitutes an unacceptable breach of the security measures it has put in place.
- 29.4 The parties shall consult as soon as possible on the findings in the report. The parties shall follow up on the proposed improvement measures set out in the report to the extent that this can reasonably be expected of them. IRIS shall implement the proposed improvement measures insofar as it deems them appropriate, taking into account the processing risks associated with its product or service, the state of the art, the implementation costs, the market in which it operates and the intended use of the product or service.
- 29.5 IRIS has the right to charge the Customer for the costs it incurs in connection with the provisions of this article.

#### **Article 30. Sub-processors**

- 30.1 IRIS has stated in the agreement whether, and if so which third parties (sub-processors) IRIS engages in the processing of personal data.
- 30.2 The Customer gives IRIS permission to engage sub-processors in order to fulfil its obligations under the agreement.
- 30.3 IRIS will inform the Customer of any future changes regarding the sub-processors it engages. The Customer has the right to object to the aforementioned changes by IRIS.

**NO FURTHER CONTENT FOLLOWS ON THIS PAGE**

# SOFTWARE-AS-A-SERVICE (SAAS)

*The provisions included in this module 'Software-as-a-Service (SaaS)' apply, in addition to the General Provisions of these general terms and conditions, if IRIS provides services under the name or in the field of Software-as-a-Service (also referred to as: SaaS). For the purposes of these general terms and conditions, SaaS is understood to mean: IRIS making functionality available to the Customer 'remotely' and keeping it available via the internet or another data network, without providing the Customer with a physical carrier or download containing the relevant underlying software.*

## **Article 31. Performance of SaaS service**

- 31.1 IRIS performs the SaaS service on behalf of the Customer. The Customer may only use the SaaS service for the benefit of its own company or organisation and only to the extent necessary for the use intended by IRIS. The Customer is not free to allow third parties to use the SaaS service provided by IRIS.
- 31.2 IRIS may make changes to the content or scope of the SaaS service. If such changes are substantial and result in a change to the procedures applicable to the Customer, IRIS will inform the Customer of this as soon as possible. The costs of this change will be borne by the Customer. Where applicable, the Customer may terminate the agreement in writing on the date on which the change takes effect, unless this change is related to changes in relevant legislation or other regulations issued by competent authorities, or IRIS bears the costs of this change.
- 31.3 IRIS may continue to provide the SaaS service using a new or modified version of the underlying software. IRIS is not obliged to maintain, modify or add specific features or functionalities of the service for the Customer.
- 31.4 IRIS may temporarily suspend the SaaS service in whole or in part for preventive, corrective or adaptive maintenance or other forms of service. IRIS will not allow the suspension to last longer than necessary and will, where possible, schedule it for times when the SaaS service is generally used least intensively.
- 31.5 IRIS is never obliged to provide the Customer with a physical carrier or download of the underlying software.
- 31.6 In the absence of further agreements in this regard, the Customer shall set up, configure, parameterise and optimise the SaaS service itself, convert and upload any data and, if necessary, adapt the equipment and user environment used.

## **Article 32. Warranty**

- 32.1 IRIS does not guarantee that the SaaS service will be error-free and function without interruptions. IRIS will make every effort to repair errors as referred to in Article 37.3 in the underlying software within a reasonable period of time if and insofar as the underlying software was developed by IRIS itself and the relevant errors have been reported to IRIS in detail in writing by the Customer. IRIS may, where appropriate, postpone the repair of the errors until a new version of the underlying software is put into use. IRIS does not guarantee that errors in the SaaS service that were not developed by IRIS itself will be remedied. IRIS is entitled to implement temporary solutions or programme workarounds or problem-avoiding restrictions in the SaaS service. If (part of) the SaaS service has been developed on behalf of the Customer, IRIS may charge the Customer for the costs of repair in accordance with its usual rates. IRIS is never obliged to repair imperfections other than those referred to in this article. If IRIS is prepared to carry out repair work in respect of such other imperfections, IRIS is entitled to charge a separate fee for this.
- 32.2 Based on the information provided by IRIS regarding measures to prevent and limit the consequences of malfunctions, errors and other imperfections in the SaaS service, corruption or loss of data or other incidents, the Customer shall assess the risks to its organisation and, if necessary, take additional measures. IRIS declares its willingness to cooperate reasonably, at the Customer's request, with further measures to be taken by the Customer, subject to (financial) conditions to be set by IRIS. IRIS is never obliged to restore corrupted or lost data other than by restoring the last available backup of the data in question, where possible.
- 32.3 IRIS does not guarantee that the SaaS service will be adapted in a timely manner to changes in relevant legislation and regulations.

## **Article 33. Commencement of the service; remuneration**

- 33.1 The SaaS service to be provided by IRIS (and any associated support) shall commence within a reasonable period of time after the agreement has been entered into. Unless otherwise agreed, the SaaS service shall commence when IRIS makes available the means to access the SaaS service provided by IRIS. The customer shall ensure that, immediately after entering into the agreement, it has the facilities required to use the SaaS service.
- 33.2 The Customer shall pay the fee for the SaaS service as specified in the agreement. In the absence of an agreed payment schedule, all amounts relating to the SaaS service provided by IRIS shall be payable in advance for each calendar month.

## **Article 34. Additional provisions**

- 34.1 The following articles apply mutatis mutandis to the SaaS service: Articles 35.3, 35.5, 35.8, 37.1 (with the exception of the reference to Article 41), 37.11, 49.4, 50.1, 50.2, 63.2, 63.4 and Article 64. In these articles, the words 'software' should be read as 'SaaS service' and 'delivery' as 'commencement of the service'.

*The provisions in this 'Software' module apply, in addition to the General Provisions of these general terms and conditions, if IRIS makes software, apps, associated data (databases) and/or user documentation (collectively referred to as 'software' in these general terms and conditions) available to the Customer for use other than on the basis of a SaaS service.*

**Article 35. Right of use and restrictions on use**

- 35.1 IRIS makes the agreed software available to the Customer for use on the basis of a user license for the duration of the agreement. The right to use the software is non-exclusive, non-transferable, non-pledgeable and non-sublicensable.
- 35.2 The obligation of IRIS to make the software available and the Customer's right of use extend exclusively to the so-called object code of the software. The Customer's right of use does not extend to the source code of the software. The source code of the software and the technical documentation created during the development of the software will not be made available to the Customer, even if the Customer is willing to pay a financial compensation for this.
- 35.3 The Customer shall strictly comply with the agreed restrictions, of whatever nature or content, on the right to use the software.
- 35.4 If the parties have agreed that the software may only be used in combination with certain equipment, the Customer shall be entitled, in the event of a malfunction of the equipment, to use the software on other equipment with the same specifications for the duration of the malfunction.
- 35.5 IRIS may require the Customer not to use the software until the Customer has obtained one or more codes required for its use from IRIS, its suppliers or the manufacturer of the software.
- 35.6 The Customer may only use the software in and for the benefit of its own company or organisation and only to the extent necessary for the intended use. The Customer shall not use the software for the benefit of third parties, for example in the context of 'Software-as-a-Service' (SaaS) or 'outsourcing'.
- 35.7 The Customer is never permitted to sell, rent out, dispose of or grant limited rights to the software, the accompanying codes for use and the media on which the software is or will be recorded, or to make it available to a third party in any way, for any purpose or under any title whatsoever. Nor shall the Customer give a third party access to the software, whether remotely (online) or otherwise, or host the software with a third party, even if the third party in question uses the software exclusively for the benefit of the Customer.
- 35.8 Upon request, the Customer shall immediately cooperate with any investigation to be carried out by or on behalf of IRIS concerning compliance with the agreed restrictions on use. The Customer shall grant access to its premises and systems at IRIS's first request. IRIS or the third party engaged by it shall treat all confidential business information obtained from or at the Customer in the course of an investigation as confidential, insofar as that information does not concern the use of the software itself.
- 35.9 The parties acknowledge that the agreement concluded between them, insofar as it concerns the provision of software for use, shall never be regarded as a purchase agreement.
- 35.10 IRIS is not obliged to maintain the software and/or provide support to users and/or administrators of the software. If, contrary to the above, IRIS is asked to provide maintenance and/or support with regard to the software, IRIS may require the Customer to enter into a separate written agreement for this purpose.

**Article 36. Delivery and installation**

- 36.1 IRIS shall, at its discretion, deliver the software on the agreed data carrier format or, in the absence of agreements in this regard, on a data carrier format to be determined by IRIS, or make the software available to the Customer online for delivery. Any user documentation agreed upon shall be provided in paper or digital form in a language determined by IRIS, at IRIS's discretion.
- 36.2 IRIS will install the software at the Customer's premises only if this has been agreed. In the absence of any agreement in this regard, the Customer will install, configure, parameterise and optimise the software itself and, if necessary, adapt the equipment and user environment used.

**Article 37. Acceptance**

- 37.1 If the parties have not agreed on an acceptance test, the Customer shall accept the software in the condition in which it is at the time of delivery ('as is, where is'), i.e. with all visible and invisible errors and defects, without prejudice to IRIS's obligations as referred to in Article 41. In the aforementioned case, the software shall be deemed to have been accepted by the Customer upon delivery or, if installation by IRIS has been agreed in writing, upon completion of the installation.
- 37.2 If an acceptance test has been agreed between the parties, the provisions of Articles 37.3 to 37.10 shall apply.
- 37.3 Where these general terms and conditions refer to 'errors', this is understood to mean the software's substantial failure to comply with the functional or technical specifications of the software expressly stated in writing by IRIS and, in the event that the software consists wholly or partly of customised software, with the functional or technical specifications expressly agreed in writing. An error only exists if the Customer can demonstrate it and if it is reproducible. The Customer is obliged to report errors immediately. IRIS has no obligation whatsoever with regard to other imperfections in or to the software other than with regard to errors within the meaning of these general terms and conditions.
- 37.4 If an acceptance test has been agreed, the test period shall be fourteen days after delivery or, if installation by IRIS has been agreed in writing, fourteen days after completion of the installation. During the test period, the Customer is not entitled to use the software for productive or operational purposes. The Customer shall carry out the agreed acceptance test with qualified personnel and with sufficient depth.
- 37.5 If an acceptance test has been agreed, the Customer is obliged to check whether the delivered software complies with the functional or technical specifications expressly stated in writing by IRIS and, if and insofar as the software concerns customised software in whole or in part, with the functional or technical specifications expressly agreed in writing.
- 37.6 If data is used during testing on behalf of the Customer, the Customer shall ensure that the use of this data for this purpose is permitted.
- 37.7 The software shall be deemed to have been accepted by the parties:  
(a) if the parties have agreed on an acceptance test: on the first day after the test period; or  
(b) if IRIS receives a test report as referred to in Article 37.8 before the end of the test period: at the moment that the errors mentioned in that test report have been corrected, without prejudice to the presence of errors that do not prevent acceptance in accordance with Article 37.9; or

- (c) if the Customer makes any use of the software for productive or operational purposes: at the time of the relevant commissioning.
- 37.8 If, during the agreed acceptance test, it appears that the software contains errors, the Customer shall report the test results to IRIS in writing, in a clear, detailed and comprehensible manner, no later than the last day of the test period. IRIS will make every effort to repair the errors within a reasonable period of time, whereby IRIS is entitled to implement temporary solutions, programme workarounds or problem-avoiding restrictions.
- 37.9 The Customer may not withhold acceptance of the software for reasons not related to the specifications expressly agreed in writing between the parties, nor because of the existence of minor errors, i.e. errors that do not reasonably impede the operational or productive use of the software, without prejudice to IRIS's obligation to repair these minor errors under the warranty scheme of Article 41. Furthermore, acceptance may not be withheld on the basis of aspects of the software that can only be assessed subjectively, such as aesthetic aspects of user interfaces.
- 37.10 If the software is delivered and tested in phases and/or parts, the non-acceptance of a particular phase and/or part does not affect the acceptance of an earlier phase and/or another part.
- 37.11 Acceptance of the software in one of the ways referred to in this article means that IRIS is discharged from its obligations regarding the provision and delivery of the software and, if the installation of the software by IRIS has also been agreed, from its obligations regarding the installation.
- 37.12 Acceptance of the software does not affect the Customer's rights under Article 37.9 concerning minor errors and Article 41 concerning the warranty.

### **Article 38. Provision**

- 38.1 IRIS shall make the software available to the Customer within a reasonable period of time after the agreement has been entered into.
- 38.2 Immediately after the agreement has been terminated, the Customer shall return all copies of the software in its possession to IRIS, unless the EULA applicable to the product stipulates that there is a perpetual license (perpetual right of use). If it has been agreed that the Customer will destroy the relevant copies at the end of the agreement, the Customer shall immediately notify IRIS in writing of such destruction. IRIS is not obliged to provide assistance with regard to any data conversion desired by the Customer at or after the end of the agreement.

### **Article 39. Right of use fee**

- 39.1 The fee payable by the Customer for the right of use is due at the agreed times, or in the absence of an agreed time:
- (a) if the parties have not agreed that IRIS will take care of the installation of the software:
- (i) upon delivery of the software;
  - (ii) or in the case of periodic usage fees, upon delivery of the software and subsequently at the start of each new usage period;
- (b) if the parties have agreed that IRIS will take care of the installation of the software:
- (i) upon completion of that installation;
  - (ii) or, in the case of periodically payable usage fees, upon completion of that installation and subsequently at the start of each new usage fee period.

### **Article 40. Changes to the software**

- 40.1 Except for mandatory exceptions provided for by law, the Customer is not entitled to modify the software in whole or in part without the prior written consent of IRIS. IRIS is entitled to refuse its consent or to attach conditions to it. The Customer bears the full risk of all changes made by or on behalf of the Customer by third parties, whether or not with the consent of IRIS.

### **Article 41. warranty**

- 41.1 IRIS will make every effort to repair errors within the meaning of Article 37.3 within a reasonable period of time if these are reported to IRIS in detail in writing within a period of three months after delivery or, if an acceptance test has been agreed, within three months after acceptance. IRIS does not guarantee that the software is suitable for the actual and/or intended use. Nor does IRIS guarantee that the software will operate without interruption and/or that all errors will always be corrected. The repair will be carried out free of charge, unless the software has been developed on behalf of the Customer other than for a fixed price, in which case IRIS will charge the costs of repair in accordance with its usual rates.
- 41.2 IRIS may charge the costs of repair in accordance with its usual rates in the event of user errors or improper use by the Customer or other causes not attributable to IRIS. The obligation to repair shall lapse if the Customer makes or has changes made to the software without the written consent of IRIS.
- 41.3 Repair of errors will take place at a location and in a manner to be determined by IRIS. IRIS is entitled to implement temporary solutions or programme workarounds or problem-avoiding restrictions in the software.
- 41.4 IRIS is never obliged to repair corrupted or lost data.
- 41.5 IRIS has no obligation of any kind whatsoever with regard to errors reported after the expiry of the warranty period referred to in Article 41.1.

*The provisions in this module 'Software and website development' apply, in addition to the General Provisions of these general terms and conditions, if IRIS designs and/or develops software as described in the 'Software' module and/or websites for the Customer and, if necessary, installs the software and/or websites.*

## **Article 42. Specifications and development of software and/or websites**

- 42.1 Development always takes place on the basis of a 'contract for services'. If specifications or a design for the software and/or website to be developed have not been provided to IRIS before or at the time of entering into the agreement, the parties will specify in writing, in consultation with each other, which software and/or website will be developed and how the development will take place.
- 42.2 IRIS will develop the software and/or website with care, taking into account the expressly agreed specifications or design and, where applicable, taking into account the project organisation, methods, techniques and/or procedures agreed in writing with the Customer. Before commencing the development work, IRIS may require the Customer to agree in writing to the specifications or the design.
- 42.3 In the absence of specific agreements in this regard, IRIS will commence the design and/or development work within a reasonable period of time, to be determined by IRIS, after the agreement has been entered into.
- 42.4 Upon request, the Customer shall allow IRIS to carry out the work outside the usual working days and working hours at the Customer's office or location.
- 42.5 IRIS's performance obligations for the development of a website do not include the provision of a so-called 'content management system'.
- 42.6 If the parties agree that IRIS will provide training, maintenance and/or support in addition to development and/or that IRIS will also apply for a domain name, IRIS may require the Customer to enter into a separate written agreement for this. These activities will be charged separately at IRIS's usual rates.
- 42.7 If IRIS provides services to the Customer in relation to a domain name, such as the application, renewal, disposal or transfer to a third party, the Customer must take into account the rules and working methods of the relevant authority or authorities. Upon request, IRIS will provide the Customer with a written copy of these rules. IRIS expressly accepts no responsibility for the accuracy or timeliness of the services or for achieving the results intended by the Customer. The Customer shall be liable for all costs associated with the application and/or registration in accordance with the agreed rates or, in the absence of agreed rates, the rates customary at IRIS. IRIS does not guarantee that a domain name requested by the Customer will be assigned to the Customer.

## **Article 43. Agile development of software/websites**

- 43.1 If the parties use an iterative development method (e.g. scrum), the parties accept: (i) that the work will not be carried out at the start on the basis of complete or fully detailed specifications, and (ii) that specifications, whether or not agreed at the start of the work, may be adjusted during the execution of the agreement in consultation, taking into account the project approach associated with the relevant development method.
- 43.2 Before the commencement of the performance of the agreement, the parties will set up one or more teams consisting of representatives of both the Customer and IRIS. The team will ensure that the lines of communication remain short and direct and that regular consultations take place. The parties shall provide the capacity (FTEs) agreed by each of them to team members in the roles and with the knowledge, experience and decision-making authority necessary for the performance of the agreement. The parties accept that the agreed capacity is the minimum required for the success of the project. The parties shall endeavour to keep key personnel once deployed available as much as reasonably possible until the end of the project, unless circumstances arise that are beyond the control of the party concerned. During the execution of the agreement, the parties will take decisions in consultation with each other regarding the specifications that apply to the next phase of the project (e.g. a 'time box') and/or the next sub-development. The customer accepts the risk that the software and/or website may not necessarily meet all specifications. The Customer shall ensure the permanent, active and supported input and cooperation of relevant end users, including with regard to testing and (further) decision-making. The Customer guarantees the expediency of the progress decisions to be taken by it during the execution of the agreement. In the absence of timely and clear progress decisions on the part of the Customer in accordance with the project approach associated with the relevant development method, IRIS shall be entitled, but not obliged, to take the decisions it deems appropriate.
- 43.3 If the parties agree on one or more test moments, testing will only be carried out on the basis of objective, measurable and pre-agreed criteria (such as compliance with development standards). Errors or other imperfections will only be corrected if the responsible team decides to do so and will be carried out within a subsequent iteration. If an additional iteration proves necessary for this, the costs thereof will be borne by the Customer. After the final development phase, IRIS is not obliged to carry out repair activities with regard to errors or other imperfections, unless expressly agreed otherwise in writing.

## **Article 44. Delivery, installation and acceptance**

- 44.1 The provisions of Article 36 regarding delivery and installation apply mutatis mutandis.
- 44.2 Unless IRIS will 'host' the software and/or website on its own computer system for the Customer on the basis of the agreement, IRIS will deliver the software and/or website to the Customer on an information carrier and in a form to be determined by IRIS, or make it available to the Customer online for delivery.
- 44.3 The provisions of Article 37 of these general terms and conditions regarding acceptance apply mutatis mutandis.
- 44.4 If the parties use a development method as referred to in Article 43, the provisions of Article 37.1, 37.2, 37.4 to 37.9, 37.12, 41.1 and 41.5 shall not apply. The Customer accepts the software and/or website in the state in which it is at the end of the last development phase ('as is, where is').

## **Article 45. Right of use**

- 45.1 IRIS shall make the software and/or website developed on behalf of the Customer and any user documentation developed in connection therewith available to the Customer for use.
- 45.2 Only if this has been agreed in writing will the source code of the software and the technical documentation created during the development of the software be made available to the Customer, in which case the Customer will be entitled to make changes to the software.

- 45.3 IRIS is not obliged to make available the auxiliary software and programme or data libraries required for the use and/or maintenance of the software and/or website.
- 45.4 The provisions of Article 35 regarding rights of use and restrictions on use apply mutatis mutandis.
- 45.5 Only if the content of the written agreement expressly states that all design and development costs of software developed by IRIS specifically for the Customer are borne fully and exclusively by the Customer, shall the Customer be subject to no restrictions on the right to use the software and/or website made available and paid for by the Customer, in deviation from the provisions of Article 45.4.

#### **Article 46. Remuneration**

- 46.1 In the absence of an agreed payment schedule, all amounts relating to the design and development of software and/or websites shall be payable in arrears per calendar month.
- 46.2 The price for the development work also includes the remuneration for the right to use the software and/or website during the term of the agreement.
- 46.3 The remuneration for the development of the software and/or website does not include remuneration for the auxiliary software and programme and data libraries required by the Customer, any installation services and any modification and/or maintenance of the software and/or website. Nor does the remuneration include the provision of support to users thereof.

#### **Article 47. Warranty**

- 47.1 The provisions of Article 41 regarding warranty apply mutatis mutandis.
- 47.2 IRIS does not guarantee that the software and/or website developed by it will work properly in conjunction with all types or new versions of web browsers and any other software and/or websites. Nor does IRIS guarantee that the software and/or website will work properly in conjunction with all types of equipment.

**NO FURTHER CONTENT FOLLOWS ON THIS PAGE**

# SOFTWARE MAINTENANCE AND SUPPORT

*The provisions included in this module 'Software maintenance and support' apply, in addition to the General Provisions of these general terms and conditions, if IRIS provides services in the field of software maintenance and support for the use of that software.*

## **Article 48. Maintenance services**

- 48.1 If agreed, IRIS will perform maintenance with regard to the software specified in the agreement. The maintenance obligation includes the repair of errors in the software within the meaning of Article 37.3 and - only if this has been agreed in writing - the provision of new versions of the software in accordance with Article 49Article 49.
- 48.2 The Customer shall report any errors found in the software in detail. Upon receipt of the report, IRIS shall, in accordance with its usual procedures, make every effort to correct errors and/or make improvements in later new versions of the software. Depending on the urgency and IRIS's version and release policy, the results will be made available to the Customer in the manner and within the time frame determined by IRIS. IRIS is entitled to implement temporary solutions or programme workarounds or problem-avoiding restrictions in the software. The Customer shall install, configure, parameterise and optimise the corrected software or the new version of the software made available and, if necessary, adapt the equipment and user environment used. IRIS is never obliged to repair any imperfections other than those referred to in this article. If IRIS is prepared to carry out repair work in respect of such other imperfections, IRIS is entitled to charge a separate fee for this.
- 48.3 The provisions of Articles 41.3 and 41.4 apply mutatis mutandis.
- 48.4 If IRIS performs maintenance online, the Customer shall ensure in a timely manner that it has a sound and adequately secured infrastructure and network facilities.
- 48.5 The Customer shall provide all cooperation requested by IRIS in relation to maintenance, including temporarily ceasing use of the software and making a backup of all data.
- 48.6 If the maintenance relates to software that was not supplied to the Customer by IRIS itself, the Customer shall, if IRIS deems this necessary or desirable for the maintenance, make the source code and technical (development) documentation of the software (including data models, designs, change logs, etc.) available. The Customer guarantees that it is entitled to make such information available. The Customer grants IRIS the right to use and modify the software, including the source code and technical (development) documentation, in the context of performing the agreed maintenance.

## **Article 49. New versions of software**

- 49.1 The maintenance includes the provision of new versions of the software only if and insofar as this has been agreed in writing. If the maintenance includes the provision of new versions of the software, this provision shall take place at the discretion of IRIS.
- 49.2 Three months after making an improved version available, IRIS is no longer obliged to repair errors in the previous version and to provide support and/or maintenance with regard to a previous version.
- 49.3 IRIS may require that, in order to make a version with new functionality available, the Customer enters into a further written agreement with IRIS and that a further fee is paid for the provision of that version. IRIS may incorporate functionality from a previous version of the software unchanged, but does not guarantee that each new version will contain the same functionality as the previous version. IRIS is not obliged to maintain, modify or add specific features or functionalities of the software for the Customer.
- 49.4 IRIS may require the Customer to adapt its system (equipment, web browser, software, etc.) if this is necessary for the proper functioning of a new version of the software.

## **Article 50. Support services**

- 50.1 If the services provided by IRIS under the agreement also include support for users and/or administrators of the software, IRIS will provide advice online, by telephone or by e-mail on the use and functioning of the software specified in the agreement. The customer shall describe any support requests as fully and in as much detail as possible, so that IRIS is able to respond adequately. IRIS may impose conditions on the manner of reporting, qualifications and the number of persons eligible for support. IRIS shall process properly substantiated requests for support within a reasonable period of time in accordance with its usual procedures. IRIS does not guarantee the accuracy, completeness or timeliness of responses or support provided. Support is provided on working days during IRIS's normal opening hours.
- 50.2 If the services provided by IRIS under the agreement also include the provision of so-called 'standby services', IRIS will keep one or more staff members available during the days and at the times specified in the agreement. In that case, the Customer is entitled to call on the support of the staff members kept available in case of urgency if there are serious malfunctions, errors and other serious imperfections in the functioning of the software. IRIS does not guarantee that these will be remedied in a timely manner.
- 50.3 The maintenance and other agreed services referred to in this module will be performed with effect from the date on which the agreement is entered into, unless the parties have agreed otherwise in writing.

## **Article 51. Remuneration**

- 51.1 In the absence of an expressly agreed payment schedule, all amounts relating to software maintenance and the other services specified in the agreement as referred to in this module shall be payable in advance each year, starting from the commencement date of the agreement.
- 51.2 Amounts relating to software maintenance and the other services specified in the agreement as referred to in this module shall be payable from the commencement of the agreement. The remuneration for maintenance and/ /other services shall be payable regardless of whether the Customer has (started to) use the software or makes use of the possibility of maintenance or support.

*The provisions included in this module 'Advice and consultancy' apply, in addition to the General Provisions of these general terms and conditions, if IRIS provides services in the field of advice and consultancy that are not carried out under the direction and supervision of the Customer.*

## **Article 52. Provision of advisory and consultancy services**

- 52.1 IRIS will perform the advisory and consultancy services entirely independently, at its own discretion and not under the supervision and direction of the Customer.
- 52.2 IRIS is not bound by a lead time for the assignment because the completion of an assignment in the field of consultancy or advice depends on various factors and circumstances, such as the quality of the data and information provided by the Customer and the cooperation of the Customer and relevant third parties.
- 52.3 IRIS's services are provided exclusively during IRIS's normal working days and hours.
- 52.4 The use that the Customer makes of advice and/or consultancy reports issued by IRIS is always at the Customer's risk. The burden of proof that (the manner of) advice and consultancy services do not comply with what has been agreed in writing or with what may be expected from a reasonably acting and competent IRIS rests entirely with the Customer, without prejudice to IRIS's right to provide evidence to the contrary by all means.
- 52.5 Without the prior written consent of IRIS, the Customer is not entitled to disclose to a third party the working methods, techniques and methods of IRIS and/or the content of the advice or reports provided by IRIS. The Customer shall not provide the advice or reports provided by IRIS to a third party or otherwise make them public.

## **Article 53. Reporting**

- 53.1 IRIS shall periodically inform the Customer about the performance of the work in the manner agreed in writing. The Customer shall notify IRIS in writing in advance of any circumstances that are or may be of importance to IRIS, such as the manner of reporting, the issues to which the Customer wishes attention to be paid, the Customer's priorities, the availability of the Customer's resources and personnel, and any special facts or circumstances that may not be known to IRIS. The Customer shall ensure the further dissemination and acknowledgement of the information provided by IRIS within the Customer's organisation and shall assess this information on that basis and notify IRIS thereof.

## **Article 54. Remuneration**

- 54.1 In the absence of an expressly agreed payment schedule, all fees relating to services provided by IRIS as referred to in this module shall be payable in arrears per calendar month.

**NO FURTHER CONTENT FOLLOWS ON THIS PAGE**

*The provisions included in this module 'Secondment Services' apply, in addition to the General Provisions of these general terms and conditions, if IRIS makes one or more employees available to the Customer to work under the supervision and management of the Customer.*

## **Article 55. Secondment services**

- 55.1 IRIS will make the employee named in the agreement available to the Customer to perform work under the supervision and direction of the Customer. The results of the work are at the risk of the Customer. Unless otherwise agreed in writing, the employee will be made available to the Customer for forty hours per week during IRIS's normal working days.
- 55.2 The Customer may only deploy the employee made available for work other than the agreed work if IRIS has agreed to this in advance in writing.
- 55.3 The Customer is only permitted to lend the employee made available to a third party to work under the direction and supervision of that third party if this has been expressly agreed in writing with IRIS.
- 55.4 IRIS will endeavour to ensure that the employee made available remains available for work during the agreed days for the duration of the agreement, except in the event of illness or resignation of the employee. Even if the agreement has been entered into with a view to performance by a specific person, IRIS is always entitled, after consultation with the Customer, to replace this person with one or more persons with the same qualifications.
- 55.5 The Client is entitled to request replacement of the employee made available: (i) if the employee made available demonstrably does not meet the expressly agreed quality requirements and the Customer notifies IRIS of this within three working days of the commencement of the work, stating reasons, or (ii) in the event of long-term illness or resignation of the employee made available. IRIS will give priority attention to the request without delay. IRIS does not guarantee that a replacement will always be possible. If replacement is not possible or not immediately possible, the Customer's claims for further performance of the agreement shall lapse, as shall all claims of the Customer for non-performance of the agreement. The Customer's payment obligations relating to the work performed shall remain in full force and effect.

## **Article 56. Duration of the secondment agreement**

- 56.1 Contrary to the provisions of Article 4 of these general terms and conditions, if the parties have not agreed on the duration of the secondment, the agreement shall be for an indefinite period, in which case a notice period of one calendar month shall apply to each of the parties after the initial term, if any. Notice of termination must be given in writing.

## **Article 57. Working hours, working times and working conditions**

- 57.1 Agreements regarding working hours, working times and working conditions will be further agreed in an individual work assignment to be drawn up between the parties.
- 57.2 The customer guarantees that working hours, holiday and rest periods, working hours and other relevant working conditions comply with the relevant laws and regulations.
- 57.3 The Customer shall notify IRIS of any planned (temporary) closure of its business or organisation.

## **Article 58. Overtime allowances for travel time**

- 58.1 If, at the Customer's request or on its instructions, the employee made available works longer than the agreed or usual number of working hours per day or works outside IRIS's usual working days, the Customer shall owe the agreed overtime rate for these hours or, in the absence of an agreed overtime rate, the overtime rate customary at IRIS. Upon request, IRIS will inform the Customer of the applicable overtime rates.
- 58.2 Costs and travel time will be charged to the Customer in accordance with IRIS's usual rules and standards. Upon request, IRIS will inform the Customer about the usual rules and standards in this regard.

## **Article 59. Hirer's liability and other liability**

- 59.1 IRIS will ensure the timely and full payment of the wage tax, national insurance contributions, employee insurance contributions, income-independent contributions under the Health Insurance Act and turnover tax payable in connection with the agreement for the employee made available. IRIS indemnifies the Client against all claims from the Federal Public Service Finance or from the authorities responsible for implementing social insurance legislation that are due as a result of the agreement with the Client, on condition that the Customer immediately informs IRIS in writing of the existence and content of the claim and leaves the handling of the matter, including any settlements, entirely to IRIS. To this end, the Customer shall grant IRIS the necessary powers of attorney, information and cooperation to defend itself against these claims, if necessary on behalf of the Customer.
- 59.2 IRIS accepts no liability for the quality of the results of work carried out under the supervision and direction of the Customer.

**NO FURTHER CONTENT FOLLOWS ON THIS PAGE**

*The provisions included in this module 'Education and training' apply, in addition to the General Provisions of these general terms and conditions, if IRIS provides services, under any name and in any manner whatsoever (e.g. in electronic form), in the field of education, training, courses, workshops, seminars and the like (hereinafter referred to as: education).*

## **Article 60. Registration and cancellation**

- 60.1 Registration for a training course must be made in writing and is binding after confirmation by IRIS.
- 60.2 The Customer is responsible for the choice and suitability of the training for the participants. The lack of the required prior knowledge on the part of a participant does not affect the Customer's obligations under the agreement. The Customer is permitted to replace a participant in a training course with another participant after obtaining prior written consent from IRIS.
- 60.3 If, in IRIS's opinion, the number of registrations gives cause to do so, IRIS is entitled to cancel the training course, combine it with one or more other training courses, or hold it at a later date or time. IRIS reserves the right to change the location of the training course. IRIS is entitled to make organisational and content-related changes to a training course.
- 60.4 The consequences of cancellation of participation in a course by the Customer or participants are governed by IRIS's usual rules. Cancellation must always be made in writing and prior to the course or the relevant part thereof. Cancellation or non-attendance does not affect the Customer's payment obligations under the agreement.

## **Article 61. Implementation of training**

- 61.1 The Customer accepts that IRIS determines the content and depth of the training course.
- 61.2 The Customer shall inform the participants about and supervise their compliance with the obligations under the agreement and the rules of conduct prescribed by IRIS for participation in the training course.
- 61.3 If IRIS uses its own equipment or software in the implementation of the training course, IRIS does not guarantee that this equipment or software is error-free or will function without interruptions. If IRIS conducts the training at the Client's location, the Client shall ensure the availability of suitable teaching space and functioning equipment and software. If the Client's facilities prove to be inadequate and the quality of the training cannot be guaranteed as a result, IRIS shall be entitled not to start, to shorten or to discontinue the training.
- 61.4 Taking an exam or test is not part of the agreement.
- 61.5 The Customer shall pay a separate fee for any documentation, training materials or resources made available or produced for the purposes of the training. The foregoing also applies to any training certificates or duplicates thereof.
- 61.6 If the training is offered on the basis of e-learning, the provisions of the 'Software-as-a-Service (SaaS)' module apply mutatis mutandis as far as possible.

## **Article 62. Price and payment**

- 62.1 IRIS may require the Customer to pay the applicable fees prior to the commencement of the training course. IRIS may exclude participants from participation if the Customer has failed to ensure timely payment, without prejudice to all other rights of IRIS.
- 62.2 If IRIS has carried out a preliminary investigation for the purpose of a training plan or training advice, the associated costs may be charged separately.
- 62.3 Unless IRIS has expressly stated that the training course is exempt from VAT, the Customer shall also owe VAT on the fee. After entering into the agreement, IRIS is entitled to adjust its prices in the event of any change in the VAT regime for training courses established by or pursuant to law.

**NO FURTHER CONTENT FOLLOWS ON THIS PAGE**

*The provisions included in this 'Hosting' module apply, in addition to the General Provisions of these general terms and conditions, if IRIS provides services, under any name whatsoever, in the field of 'hosting' and related services.*

**Article 63. Hosting services**

- 63.1 IRIS will provide the hosting services agreed with the Customer.
- 63.2 If the agreement concerns the provision of disk space on equipment, the Customer shall not exceed the agreed disk space, unless the agreement expressly regulates the consequences of this. The agreement concerns the provision of disk space on a server reserved exclusively and specifically for the Customer only if this has been expressly agreed in writing. All use of disk space, data traffic and other loads on systems and infrastructure is limited to the maximums agreed between the parties. Data traffic that has not been used by the Customer in a given period cannot be transferred to a subsequent period. IRIS will charge an additional fee in accordance with the usual rates for exceeding the agreed maximums.
- 63.3 The Customer is responsible for the management, including checking the settings, use of the hosting service and the manner in which the results of the service are used. In the absence of explicit agreements in this regard, the Customer shall install, configure, parameterise and optimise the (auxiliary) software itself and, if necessary, adapt the equipment, other software and user environment used for this purpose and achieve the interoperability desired by the Customer. IRIS is not obliged to perform data conversion.
- 63.4 Only if this has been expressly agreed in writing shall the agreement also cover the provision or availability of security, backup, fallback and recovery services.
- 63.5 IRIS may temporarily suspend the hosting service in whole or in part for preventive, corrective or adaptive maintenance. IRIS will not allow the suspension to last longer than necessary, will carry it out outside office hours where possible and, depending on the circumstances, will commence it after consultation with the Customer.
- 63.6 If, on the basis of the agreement, IRIS performs services for the Customer in relation to a domain name, such as the application, renewal, disposal or transfer to a third party, the Customer must take into account the rules and working methods of the relevant authority or authorities.
- 63.7 Upon request, IRIS will provide the Customer with a written copy of these rules. IRIS expressly accepts no responsibility for the accuracy or timeliness of the services or for achieving the results intended by the Customer. The Customer shall be liable for all costs associated with the application and/or registration in accordance with the agreed rates or, in the absence of agreed rates, the rates customary at IRIS. IRIS does not guarantee that a domain name requested by the Customer will be assigned to the Customer.

**Article 64. Notice and takedown**

- 64.1 The Customer shall at all times behave carefully and lawfully towards third parties, in particular by respecting the intellectual property rights and other rights of third parties, respecting the privacy of third parties, not disseminating data in violation of the law, not gaining unauthorised access to systems, not disseminating viruses or other harmful programmes or data, and refraining from criminal offences and violations of any other legal obligation.
- 64.2 In order to prevent liability towards third parties or to limit the consequences thereof, IRIS is always entitled to take measures in respect of any act or omission by or at the risk of the Customer. At IRIS's first written request, the Customer shall immediately remove data and/or information from IRIS's systems, failing which IRIS shall be entitled, at its discretion, to remove the data and/or information itself or to make access to it impossible. IRIS is also entitled to deny the Customer access to its systems immediately and without prior notice in the event of a breach or imminent breach of the provisions of Article 64.1. The foregoing does not affect any other measures or the exercise of other legal and contractual rights by IRIS towards the Customer. In that case, IRIS is also entitled to terminate the agreement with immediate effect, without being liable to the Customer for doing so.
- 64.3 IRIS cannot be expected to form an opinion on the validity of third-party claims or the Customer's defence, or to be involved in any way in a dispute between a third party and the Customer. The Customer shall consult with the third party concerned and notify IRIS in writing, providing proper supporting documentation.

**NO FURTHER CONTENT FOLLOWS ON THIS PAGE**

# PURCHASE OF EQUIPMENT

*The provisions included in this module 'Purchase of equipment' apply, in addition to the General Provisions of these general terms and conditions, if IRIS sells equipment of any kind and/or other items (tangible objects) to the Customer.*

## **Article 65. Purchase and sale**

- 65.1 IRIS sells the equipment and/or other items in accordance with the nature and quantity agreed in writing.
- 65.2 IRIS does not guarantee that the equipment and/or items are suitable for the actual and/or intended use by the Customer upon delivery, unless the intended uses are clearly and unreservedly specified in the written agreement.
- 65.3 IRIS's sales obligation does not include assembly and installation materials, software, consumables, batteries, stamps, ink (cartridges), toner items, cables and accessories.
- 65.4 IRIS does not guarantee that the assembly, installation and usage instructions accompanying the equipment and/or items are error-free and that the equipment and/or items possess the properties stated in these instructions.

## **Article 66. Delivery**

- 66.1 The equipment and/or items sold by IRIS to the Customer will be delivered to the Customer ex warehouse. IRIS will deliver the items sold to the Customer (or have them delivered) to a location specified by the Customer if this has been agreed in writing. In that case, IRIS will notify the Customer, if possible in good time before delivery, of the time at which it or the carrier engaged by it intends to deliver the equipment and/or items.
- 66.2 The costs of transport, insurance, hoisting and lifting work, hiring temporary facilities, etc. are not included in the purchase price and will be charged to the Customer where applicable.
- 66.3 If the Customer requests IRIS to remove or destroy old materials (such as networks, cabinets, cable ducts, packaging materials, equipment or data on equipment) or if IRIS is legally obliged to do so, IRIS may accept this request by means of a written order at its usual rates. If and insofar as IRIS is not legally permitted to demand payment of a fee (e.g. in the context of the so-called 'old-for-new scheme'), it will not charge the Customer this fee where applicable.
- 66.4 If the parties have agreed to this in writing, IRIS will install, configure and/or connect the equipment and/or items (or have them installed, configured and/or connected). Any obligation on the part of IRIS to install and/or configure equipment does not include performing data conversion and installing software. IRIS is not responsible for obtaining any necessary permits.
- 66.5 IRIS is always entitled to perform the agreement in partial deliveries.

## **Article 67. Trial installation**

- 67.1 Only if this has been agreed in writing will IRIS be obliged to install a trial setup with regard to the equipment in which the Customer is interested. IRIS may attach (financial) conditions to a trial setup. A trial installation involves the temporary installation of standard equipment, excluding accessories, in a space to be provided by the Customer, before the Customer makes a final decision on whether or not to purchase the equipment in question. The Customer is liable for the use, damage, theft or loss of equipment that is part of a trial installation.

## **Article 68. Environmental requirements**

- 68.1 The Customer shall ensure an environment that meets the requirements specified by IRIS for the equipment and/or items, including temperature, humidity and technical environmental requirements.
- 68.2 The customer shall ensure that work to be carried out by third parties, such as construction work, is carried out adequately and in a timely manner.

## **Article 69. Warranty**

- 69.1 IRIS will make every effort to repair material and manufacturing defects in the equipment and/or other items sold, as well as in parts supplied by IRIS under warranty, free of charge within a reasonable period of time if these defects are reported to IRIS in detail within a period of three months after delivery. If, in the reasonable opinion of IRIS, repair is not possible, will take too long or will involve disproportionately high costs, IRIS is entitled to replace the equipment and/or items free of charge with other similar, but not necessarily identical, equipment and/or items. Data conversion that is necessary as a result of repair or replacement is not covered by the warranty. All replaced parts become the property of IRIS. The warranty obligation shall lapse if faults in the equipment, items or parts are wholly or partly the result of incorrect, careless or incompetent use, external causes such as fire or water damage, or if the Customer, without IRIS's consent, makes or has made changes to the equipment or parts supplied by IRIS under warranty. IRIS will not withhold such permission on unreasonable grounds.
- 69.2 Any other or further claim by the Customer regarding non-conformity of the delivered equipment and/or goods than as provided for in Article 69.1 is excluded.
- 69.3 Costs of work and repairs outside the scope of this warranty will be charged by IRIS in accordance with its usual rates.
- 69.4 IRIS has no obligation under the purchase agreement with regard to errors and/or other defects reported after the expiry of the warranty period referred to in Article 69.1.

*The provisions contained in this module 'Equipment rental' apply, in addition to the General Provisions of these general terms and conditions, if IRIS rents equipment of any kind to the Customer.*

## **Article 70. Rental and hire**

- 70.1 IRIS rents the equipment specified in the rental agreement and the accompanying user documentation to the Customer. IRIS informs the Customer that the equipment specified in the rental agreement is and remains the property of IRIS.
- 70.2 The rental does not include the provision of software on separate data carriers and the consumables and supplies required for the use of the equipment, such as batteries, ink (cartridges), toner supplies, cables and accessories.
- 70.3 The rental period commences on the day the equipment is made available to the Customer.
- 70.4 Customer's reporting obligation: In the event that the Customer uses premises and/or locations of third parties where the equipment is delivered and installed, the Customer is obliged to notify the relevant owner/lessor in advance of delivery by registered letter of IRIS's retention of title. The retention of title applies to all equipment and consumables delivered to the Customer, based on the total overview of delivered items provided by IRIS. The Customer must simultaneously send a copy of this registered letter to IRIS, together with proof of dispatch/receipt of this registered letter by the owner/lessor.

## **Article 71. Preliminary inspection**

- 71.1 IRIS may, before or at the time of making the equipment available, draw up a description of the condition of the equipment in the presence of the Customer by way of a preliminary inspection, stating any defects found. IRIS may require the Customer to sign the report drawn up with this description for approval before IRIS makes the equipment available to the Customer for use. The defects in the equipment mentioned in that report shall be at the expense of IRIS. Upon discovery of defects, the parties shall agree whether, and if so, how and within what period the defects mentioned in the report will be repaired.
- 71.2 If the Customer does not cooperate properly with the preliminary inspection as referred to in Article 71.1, IRIS shall be entitled to carry out this inspection without the Customer being present and to draw up the report itself. This report shall be binding on the Customer.
- 71.3 If no preliminary inspection is carried out, the Customer shall be deemed to have received the equipment in good and undamaged condition.

## **Article 72. Use of the equipment**

- 72.1 The Customer shall use the equipment exclusively in accordance with the intended purpose under the agreement and at the locations specified in that agreement, within and for the benefit of its own organisation or company. Use of the equipment by or for the benefit of third parties is not permitted. The right to use the equipment is not transferable. The Customer is not permitted to sublet the equipment to a third party or otherwise allow a third party to use or share use of it.
- 72.2 Unless otherwise agreed in writing by the parties, the Customer shall install, configure, connect and prepare the equipment for use itself.
- 72.3 The Customer is not permitted to use the equipment or any part thereof in any way as collateral or security, or to dispose of it in any other way.
- 72.4 The Customer shall use the equipment with care and keep it in good order. The Customer shall take sufficient measures to prevent damage. In the event of damage to the equipment, the Customer shall notify IRIS immediately. In all cases, the Customer shall be liable to IRIS in the event of damage to or theft, loss or misappropriation of the equipment during the term of the rental agreement.
- 72.5 The Customer shall not modify the equipment in whole or in part or add anything to it. If, in any case, changes or additions have been made, the Customer shall undo or remove them by the end of the rental agreement at the latest.
- 72.6 The parties agree that defects in the changes and additions made to the equipment by or on behalf of the Customer and all defects in the equipment resulting from those changes or additions are not defects within the meaning of Article 1721 of the Dutch Civil Code (*'Burgerlijk Wetboek'*). The Customer shall have no claim whatsoever against IRIS in respect of these defects. IRIS shall not be obliged to repair or maintain these defects.
- 72.7 The Customer shall not be entitled to any compensation in connection with changes made by the Customer to, or additions to, the rented equipment that have not been reversed or removed at or after the end of the rental agreement for any reason whatsoever.
- 72.8 The Customer shall immediately notify IRIS in writing of any seizure of the equipment, stating the identity of the seizing party and the reason for the seizure. The Customer shall immediately allow the seizing bailiff to inspect the rental agreement.

## **Article 73. Maintenance of rented equipment**

- 73.1 The Customer shall not maintain the rented equipment itself or have it maintained by a third party.
- 73.2 The Customer shall immediately report any defects in the rented equipment that it discovers in writing. IRIS shall make every effort to repair the defects in the equipment for which it is responsible within a reasonable period of time by means of corrective maintenance. IRIS is also entitled, but not obliged, to carry out preventive maintenance on the equipment. Upon request, the Customer shall give IRIS the opportunity to carry out corrective and/or preventive maintenance. The parties shall discuss the days and times on which maintenance will take place in advance and in consultation with each other. During the maintenance period, the Customer shall not be entitled to replacement equipment.
- 73.3 The following are excluded from the obligation to repair defects:
- defects that the Customer accepted when entering into the rental agreement;
  - the repair of defects resulting from external causes;
  - defects that can be attributed to the Customer, its employees and/or third parties engaged by the Customer;
  - defects resulting from careless, incorrect or improper use or use contrary to the documentation;
  - defects related to the use of non-recommended or unauthorised parts or consumables;
  - defects resulting from use of the equipment contrary to its intended purpose;
  - defects resulting from unauthorised modifications or additions to the equipment.

- 73.4 If IRIS repairs or has repaired the defects referred to in the previous paragraph, the Customer shall be liable for the associated costs in accordance with IRIS's usual rates.
- 73.5 IRIS is always entitled to choose not to repair defects and to replace the equipment with other, similar, but not necessarily identical equipment.
- 73.6 IRIS is never obliged to repair or reconstruct lost data.

**Article 74. Final inspection and return**

- 74.1 At the end of the rental agreement, the Customer shall return the equipment to IRIS in its original condition. To this end, the Customer shall also remove any data from the equipment. Transport costs associated with the return shall be borne by the Customer.
- 74.2 The Customer shall cooperate in a joint final inspection of the condition of the equipment before or no later than the last working day of the rental period. The parties shall jointly draw up a report of the findings, which must be signed by both parties. If the Customer does not cooperate with this final inspection, IRIS is entitled to carry out this inspection in the absence of the Customer and to draw up the report itself. This report is binding on the Customer.
- 74.3 IRIS is entitled to have the defects mentioned in the final inspection report, which are reasonably at the expense and risk of the Customer, repaired at the Customer's expense. The Customer is liable for damage suffered by IRIS due to temporary unusability or further unrentability of the equipment.
- 74.4 If, at the end of the rental period, the Customer has not reversed any changes made to the equipment or removed any additions thereto, it shall be deemed between the parties that the Customer has waived any rights to those changes and/or additions.

**NO FURTHER CONTENT FOLLOWS ON THIS PAGE**

# MAINTENANCE OF EQUIPMENT

*The provisions included in this module 'Equipment Maintenance' apply, in addition to the General Provisions of these general terms and conditions, if IRIS maintains equipment of any kind on behalf of the Customer.*

## Article 75. Maintenance services

- 75.1 IRIS shall perform maintenance on the equipment specified in the agreement, provided that the equipment is located in Belgium.
- 75.2 During the period that IRIS has the equipment to be maintained in its possession, the Customer is not entitled to temporary replacement equipment.
- 75.3 The content and scope of the maintenance services to be performed and any associated service levels will be laid down in a written agreement. In the absence thereof, IRIS is obliged to make every effort to remedy any malfunctions that have been duly reported in writing to IRIS by the Customer within a reasonable period of time. In this module 'Equipment Maintenance' of the general terms and conditions, 'malfunction' is understood to mean the equipment not meeting the specifications of that equipment expressly stated in writing by IRIS, or not meeting them without interruption. A malfunction only exists if the Customer can demonstrate this malfunction and the malfunction in question can also be reproduced. IRIS is also entitled, but not obliged, to carry out preventive maintenance.
- 75.4 The Customer shall notify IRIS immediately after a malfunction of the equipment occurs by means of a detailed written description.
- 75.5 The Customer shall provide all cooperation requested by IRIS for the maintenance, such as the temporary suspension of the use of the equipment. The Customer is obliged to provide IRIS personnel or third parties designated by IRIS with access to the location of the equipment, to provide all other necessary cooperation and to make the equipment available to IRIS for maintenance.
- 75.6 Before the Customer offers the equipment to IRIS for maintenance, the Customer shall ensure that a complete and properly functioning backup has been made of all software and data stored in or on the equipment.
- 75.7 At IRIS's request, a competent employee of the Customer shall be present for consultation during maintenance work.
- 75.8 The Customer is authorised to connect equipment and systems not supplied by IRIS to the equipment and to install software on them.
- 75.9 If, in IRIS's opinion, it is necessary for the maintenance of the equipment to test the connections of the equipment with other equipment or with software, the Customer shall make the relevant other equipment and software, as well as the test procedures and information carriers, available to IRIS.
- 75.10 Any test equipment required for maintenance that is not part of IRIS's normal equipment must be made available by the Customer.
- 75.11 The Customer bears the risk of loss, theft or damage to the equipment during the period that IRIS has it in its possession for maintenance work. It is up to the Customer to insure this risk.

## Article 76. Maintenance fee

- 76.1 The maintenance price does not include:
- costs of (replacing) consumables such as batteries, stamps, ink (cartridges), toner items, cables and accessories;
  - costs of (replacing) parts and maintenance services for the repair of malfunctions caused in whole or in part by repair attempts by parties other than IRIS;
  - work carried out for the purpose of overhauling the equipment;
  - modifications to the equipment;
  - relocation, removal, reinstallation or transport costs for the repair of equipment or work resulting from this.
- 76.2 The maintenance fee is payable regardless of whether the Customer has (started to) use the equipment or makes use of the maintenance option.

## Article 77. Exclusions

- 77.1 Work related to the investigation or repair of malfunctions resulting from or related to user errors, improper use of the equipment or external causes, such as defects in the internet, data network connections, power supplies or connections to equipment, software or materials that are not covered by the maintenance agreement, are not included in IRIS's obligations under the maintenance agreement.
- 77.2 IRIS's maintenance obligations also do not include:
- the investigation or repair of malfunctions resulting from or related to changes to the equipment other than by or on behalf of IRIS;
  - the use of the equipment in contravention of the applicable conditions and the Customer's failure to have the equipment serviced in a timely manner.
- IRIS's maintenance obligations also do not include investigating or repairing malfunctions related to software installed on the equipment.
- 77.3 IRIS may charge (additional) costs for maintenance and/or investigation carried out in connection with the provisions of Articles 77.1 and/or 77.2 in accordance with its usual rates.
- 77.4 IRIS is never obliged to repair data that has been damaged or lost as a result of malfunctions and/or maintenance.

**NO FURTHER CONTENT FOLLOWS ON THIS PAGE**