Scienta General Terms and Conditions

These general terms and conditions are divided into two modules. Module A contains general provisions that apply to all agreements Customers enter into with Scienta or a Partner. Module B applies to the processing of personal data by Scienta under the Agreement. In the event of a conflict between the modules, the arrangements laid down in Module B will prevail.

The Agreement between the Parties may consist of several documents. In principle, these documents are complementary to each other. However, in the event of a conflict, the order of priority stated below will always apply, with the document mentioned earlier having priority over the document mentioned later:

 a) the service level agreement
 b) Scienta's quotation, offer or Agreement
 c) these General Terms and Conditions

Module A: General provisions

Definitions

"**Scienta**" refers to the private limited company under Dutch law Scienta B.V., trading under the name of Scienta, registered with the Chamber of Commerce under number 85151637, the user of these General Terms and Conditions.

"**Customer**" refers to the party that has entered into an Agreement with Scienta or a Partner. The Customer may also be the Partner or End User.

"**Partner**" refers to a party such as a trade or professional organization with which Scienta has entered into a partner agreement for the benefit of a number of Customers and/or End Users.

"**End User**" refers to persons to whom Customer offers the possibility to use the Software in accordance with the Agreement and/or these General Terms and Conditions.

"**Agreement**" refers to the agreement or Order between Scienta and Customer or Scienta and Partner pursuant to which Scienta will provide the Service to Customer and of which these General Terms and Conditions form an inseparable part.

"**Schedules**" refers to all schedules to the Agreement that form an inseparable part thereof.

"**Account**" refers to a unique username with a password assigned to Customer/End User upon completion of an electronic registration process, which allows Customer/End User to access the Software.

"**Service**" refers to the remote provision and keeping available by Scienta of a cloud solution (Software as a Service) without providing Customer and/or End User with a physical carrier containing the relevant software.

"**Content**" refers to information in the form of manuals (including quality manuals), texts, articles, flow charts, forms, models, etc. for the benefit of an industry and/or organization.

"**Content Provider**" refers to organizations or persons who write Content for the benefit of particular industries/organizations. This Content is delivered to End Users through the Software. Customer is also considered a Content Provider in the event that its own Content is made available through the Service.

"**Software**" refers to the computer software for management, use and implementation of Content made available by Scienta to Customer for use as Software as a Service, including any associated new versions.

"**Error**" refers to any substantial failure to meet the Software specifications as agreed in writing. An error only exists if Customer can demonstrate the error and if the error is reproducible. Customer is obliged to report any errors to Scienta immediately.

"**Helpdesk**" refers to Scienta's desk where Customers and End Users can turn to on working days from 9 a.m. to 5 p.m. with questions about the Service and/or Software.

"**Maintenance**" refers to the maintenance performed by Scienta with respect to the Software, including support through the Helpdesk.

"**Order**" refers to any ordering document, software subscription, SoW, sales order, sales quote, or similar referencing the Services, pricing, payment terms, quantities and other applicable terms, agreed with the Customer.

"**SLA**" refers to the service level agreement that may be entered into between the Parties for the purpose of the Maintenance and support of the Service and the Software;

"**Website**" refers to the website www.woodwing.com.

Article 1. General

1. These General Terms and Conditions apply to every offer, quotation and Agreement between Scienta and a Customer and/or End User to which Scienta has declared these General Terms and Conditions applicable. Customer is responsible for informing End Users of these General Terms and Conditions and any other relevant conditions. In the event that Scienta has entered into an agreement with a Partner to (re)sell the Services, Scienta can invoke these General Terms and Conditions in relation to that Partner, who in that case is to be regarded as the Customer.

2. The applicability of any purchase or other conditions of Customer is hereby expressly rejected.

3. Scienta is entitled to engage third parties in the course of performance of the Agreement. Any costs associated therewith will only be borne by Customer if this has been agreed in advance.

4. If at any time one or more provisions of these conditions prove to be wholly or partially void or are nullified, the remaining provisions of these General Terms and Conditions will continue to apply in full. Scienta and Customer will then enter into consultations to agree on new provisions to replace the void or nullified provisions. In doing so, the purpose and intent of the original provisions will be observed as much as possible.

5. Any deviations from these General Terms and Conditions will only be valid if expressly agreed in writing. In such a case, these deviations will only apply to the specific Agreement to which the deviations relate.

6. Scienta reserves the right to amend or supplement these General Terms and Conditions. Any amendments will also apply with respect to Agreements already entered into, subject to a period of thirty (30) days following the announcement of the amendment through the Website and/or email.

Article 2. Formation of the Agreement and Creation of the Account

1. Any communications issued by Scienta in any manner whatsoever regarding the Service will always be considered an offer without obligation.

2. The Agreement is considered to have been concluded once Customer accepts Scienta's offer. In the event of verbal acceptance, Scienta may require written confirmation before commencing the performance of the Agreement.

3. If Customer does not explicitly accept the offer, but creates that impression, the offer will also be considered accepted. This is the case, among other things, if Customer requests Scienta to perform work laid down in the offer without having accepted the offer as such.

4. The Service has several versions. The relevant version is indicated in the Agreement.

5. Scienta is entitled to approach End Users commercially to conclude agreements for other versions, unless explicitly agreed otherwise with Customer in writing.

6. Customer/End User must create an Account in order to gain access to the Service. Customer/End User must have a personal Account. This means it is not permitted to share Accounts with several people.

7. Customers/End Users are themselves responsible for their Account. Customers/End Users must carefully store and keep confidential their personal password and username. Customers/End Users guarantee Scienta that the password will not be used by unauthorized persons and

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are themselves liable for the consequences of any unauthorized use, misuse or incorrect use of the personal password. Scienta will not be liable for any loss resulting from the allocation and transmission by email of personal passwords.

8. Customer/End User acknowledges that Scienta will at all times be entitled to temporarily or permanently deny access to the Service and/or the Software and to, with immediate effect, suspend or terminate the use by a Customer/End User who appears to be under age and not legally competent. Scienta will also have this right if Customer/End User has provided incorrect information or fails to comply with one or more provisions of these General Terms and Conditions and Agreement, notwithstanding Scienta's right to compensation.

9. Scienta or any third party engaged by Scienta in the performance of the Agreement will not be liable for any loss or costs resulting from misuse of Accounts.

10. Customer is explicitly responsible for compliance by the End Users with the Agreement and these General Terms and Conditions. Customer indemnifies Scienta and holds Scienta fully harmless in the event of third-party claims related to the failure of End Users to comply with these General Terms and Conditions.

Article 3. Term of the Agreement

1. The Agreement is entered into for the period of one (1) year unless the Parties have expressly agreed otherwise in the Agreement.

2. After the expiry of the period referred to in the previous paragraph, the Agreement will be tacitly renewed each time for a subsequent period of one (1) year. This applies unless either Party terminates the Agreement by giving notice in writing at least three (3) months before the end of the then-current period.

3. The Parties are not allowed to terminate the Agreement prematurely, except for the cases for which an explicit exception has been made in these General Terms and Conditions or other parts of the Agreement.

4. In the event that the Agreement has been terminated, Customer will immediately cease and not resume the use of the Software. In addition, after termination of the Agreement, Customer will no longer have access to the Software and its details. On termination of the Agreement for whatever reason, Scienta will not reimburse any fees to Customer.

5. Customer is not entitled to sell and/or transfer the rights and/or obligations under the Agreement to a third party.

6. Scienta is entitled to transfer its claims for payment of fees under the Agreement to a third party. Scienta is also entitled to sell and/or transfer the rights and/or obligations under the Agreement to a third party.

Article 4. Right of use

1. Scienta grants Customer/End User the non-exclusive, non-transferable and non-sublicensable right to use the Software and Content during the term of the Agreement, unless otherwise agreed in writing. This right is granted for the purpose of Customer's/End User's internal business operations. The number of End Users included in the Agreement or Order applies in this respect.

2. The right of use exclusively comprises the powers expressly granted in these General Terms and Conditions.

3. The right of use exclusively comprises the display, consultation and operation of the Software by Customer/End Users by means of a computer or similar data processing equipment, in accordance with the applicable written specifications and instructions provided by Scienta.

4. End Users are understood to exclusively include persons who are unambiguously designated in the Agreement as being authorized to use the Software.

5. The right of use is always granted subject to full and timely payment by Customer of the fee applicable to the Software.

6. Customer/End User is not permitted to integrate or merge the Software in whole or in part with third-party software or Customer/End User's own software without Scienta's express written consent.

7. The right of use comprises only the use of the Software and does not extend to the source code of the Software. The source code of the Software will not be made available to Customer.

Article 5. Performance

1. After Customer has accepted the quotation or offer, Scienta will make every effort to provide the Service as soon as possible, in accordance with the Agreement. Any deadlines stated by Scienta are always indicative and will not be considered strict deadlines (fatale termijnen).

2. Scienta will make every effort to ensure that the agreed Service functions properly at all times and strives for the highest possible quality and security of the Service. However, Scienta gives no guarantees whatsoever in this regard.

3. Scienta may cooperate with software suppliers to establish links with the Software for the purpose of the Service.

4. Customer itself is responsible for providing instructions to, and the use of the Software by End Users, regardless of whether those End Users have a relationship of authority with Customer.

5. Customer determines how it and its End Users make use of the Service.

6. Scienta may continue the provision of the Service using a new or modified version of the Software. Scienta is not obliged to maintain, modify or add certain features or functionalities of the Service or Software specifically for Customer.

7. If an updated version of the Software contains new functionalities, Scienta may charge an additional fee. Customer will not be obliged to purchase this new functionality.

8. Scienta is not obliged to provide Customer or End User with a physical carrier containing the Software to be provided to and kept available at Customer under the Agreement.

9. Scienta provides the Service on the basis of "fair use". This means that, in principle, there are no restrictions on the load caused by Customer, unless otherwise specified in the Agreement. However, in the event of excessive use (defined as use that is significantly higher than that of the average Customer), Scienta does reserve the right to take -technical- measures at its discretion.

10. Customer must, within a reasonable period but no more than 48 hours after first being notified by Scienta of any excessive system and/or network load, take measures to terminate this. In urgent cases (such as extremely high network load), Scienta may intervene immediately. In the event of a continuously excessive system and/or network load, Scienta will be entitled to suspend the provision of the Service and/or any other obligation to be performed under the Agreement.

11. In the event of a structurally excessive system and/or network load, the Parties will consult with one another regarding the resulting costs.

12. Partner/Customer/End User may always contact Scienta to submit requirements related to the Service. In such case, Scienta will be free to respond as it sees fit. Any requirements fulfilled by Scienta in any form whatsoever do not entitle the submitter to any rights.

Article 6. Content

1. Scienta is entitled to enter into agreements with any Content Provider in order to provide End Users with access to any Content it wishes.

2. The Content obtained from a Content Provider is copyrighted and will always remain the property of the Content Provider.

3. The Content is intended exclusively for use within the internal organization and may not be reproduced, copied or replicated in whole or in part in any manner other than in the context of the Agreement.

4. The inclusion or availability of third-party Content within the Software or the option to link third-party applications to the Service's Software does not imply that Scienta has approved or verified such Content. Scienta is not responsible for the substance of Content of Content Provider or third parties or for any use thereof by End Users.

5. The use of third-party Content may be subject to general terms and conditions and/or privacy statements of those parties. By using the Content, Customer/End User accepts those general terms and conditions and/or privacy statements.

6. Customer indemnifies Scienta against any loss and costs resulting from and/or related to third-party claims, for whatever reason, in connection with the use by Customer, or its End Users, of the third-party software, including any act by Customer/End User in violation of the applicable terms of use with respect to the third-party software or an infringement of the intellectual property rights with respect to the third-party software.

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Article 7. Availability

1. The availability and maintenance of the Service will always be on a "best effort" basis, with due observance of the provisions of this Article, unless the Parties expressly agree otherwise in an SLA.
2. Scienta will make every effort to keep the Service available as much as possible, but cannot guarantee uninterrupted availability. Scienta is entitled to temporarily close down the Service for maintenance.
3. Customer will always inform Scienta of any circumstances that may affect the service provision and its availability.
4. In the event that arrangements about a service level are made in an SLA, the availability will be measured with disregard to previously announced shutdowns for maintenance (see also Article 10). This also applies to circumstances beyond Scienta's control. Subject to proof to the contrary, the availability measured by Scienta and the service level established by Scienta will constitute conclusive proof.
5. If any nuisance, damage or other danger arises or threatens to arise undermining the functioning of the computer systems or network of Scienta or third parties, for example due to the excessive sending, uploading or downloading of data, network attacks, poorly secured systems, or activities of viruses or other harmful software, Scienta will have the right to take all measures it reasonably deems necessary to avert or prevent this danger. Scienta will inform Customer thereof as soon as possible.

Article 8. Support

1. In the event that the service provision to Customer under the Agreement also comprises support to End Users, Scienta will provide advice by telephone or email on the use and functioning of the Software mentioned in the Agreement and on the use made of the Service.
2. Scienta may attach conditions to the qualifications and number of contact persons eligible for support.
3. Unless otherwise agreed in writing, support will only be provided on business days during Scienta's usual business hours.
4. Support, in any event, expressly does not include:
   - any work related to system configurations, hardware and networks;
   - on-site support;
   - an extension of the functionality of the Software at Customer's request;
   - work related to external databases of suppliers other than Scienta;
   - installation, configuration, training or any other services not expressly specified in the Agreement;
   - support for operating software and other software developed by companies other than Scienta;
   - file repairs, where the cause cannot be attributed to the Software;
   - advisory/consultancy services related to the Content and the use thereof;
   - advisory/consultancy services on any topic other than the use and functioning of the Software specified in the Agreement and regarding the use of the Service;
   - support for the internet connection;
   - support in an environment not supported according to the system requirements.
5. As part of the provision of support, Scienta is entitled to access the data entered into the Software by Customer. However, Scienta will make every effort to limit the inspection of this data as much as possible.
6. In the event that Scienta, on Customer's instructions, nevertheless performs work not agreed between the Parties or specified in paragraph 4, Scienta will charge Customer for this work separately, in accordance with Scienta's then-current prices and costs, in addition to the regular fees.

Article 9. Consultancy services

1. Scienta can provide Customer with ICT-related consultancy services if agreed in writing.

2. Scienta will endeavor to provide the services with care, where appropriate in accordance with the arrangements and procedures agreed with Customer in writing.
3. All of Scienta's services are provided based on a best efforts obligation.
4. If an Agreement for services has been entered into with a view to performance by a specific person, Scienta will always be entitled, after consultation with Customer, to replace this person with one or more other persons with the same or comparable qualifications.
5. Unless otherwise agreed in writing, the use made by Customer of any advice given by Scienta will always be at Customer's risk and expense.

Article 10. Maintenance

1. Scienta may temporarily decommission the Service in whole or in part for preventive, corrective or adaptive maintenance. Scienta warrants that the decommissioning will not last longer than necessary, will take place outside office hours as much as possible and, depending on the circumstances, will commence after notifying Customer.
2. Scienta does not guarantee that the Software to be provided to and kept available at Customer as part of the provision of the Service is without Errors and functions without interruptions.
3. Scienta cannot guarantee that no Errors will occur and that any Errors that do occur will be fixed. However, Scienta will make every effort to fix any Errors in Services as soon as possible.
4. Scienta will never be obliged to fix Errors free of charge in the event of any user errors or improper use on the part of Customer, use in violation of the Agreement or these General Terms and Conditions or any other cause not attributable to Scienta.
5. Scienta will always be entitled to implement temporary solutions or workarounds or problem-avoiding restrictions in the Software. Scienta will never be obliged to restore corrupted or lost data.

Article 11. Customer's obligations

1. Customer itself is responsible for ensuring that any software, hardware (including peripherals) and/or connections (including Internet connections) necessary to use the Software is and will remain available.
2. Customer itself is responsible for taking the necessary measures to protect its hardware, software and telecommunications and Internet connections against viruses, computer crime and unauthorized use by third parties.
3. Customer guarantees that it will not use any hardware or software in its interactions with Scienta that may interfere with the normal functioning of the Service and/or the Software, nor will it transmit any data to Scienta that may cause a disproportionate load on Scienta's infrastructure due to the data's size or properties.
4. In addition, Customer guarantees that it will not use the Service and its functionalities and/or the Software to:
   - download, transmit or disseminate any data containing viruses, worms, spyware, malware, or any other similar harmful programs;
   - perform any calculations, operations or transactions that could potentially disrupt, destroy or limit the functionality of the Service, Software or any program, computer or means of telecommunications;
   - send spam, i.e. the unsolicited transmission of large amounts of email with the same content and/or the unsolicited posting of messages with the same content in large numbers in newsgroups on the Internet;
   - infringe on any third-party intellectual property rights (including, but not limited to: copyrights, trademark rights, patent rights and design rights);
   - commit (virtual) theft;
   - engage in the unlawful and/or criminal dissemination of secret or confidential information;
   - engage in the unlawful or criminal dissemination of texts and/or visual and audio material, including racist statements, pornography, criminal data traffic, offensive comments and so-called mail bombs;
   - commit sexual harassment or otherwise harass individuals;

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- engage in hacking, i.e. the penetration of the Software/Service and/or other computers or computer systems on the Internet without permission;
- destroy, damage or disable systems or automated works and software belonging to others;
- spread viruses or otherwise intentionally disrupt communications or data storage.

5. If Scienta has a reasonable suspicion that Customer is violating one of the restrictions/prohibitions mentioned in these General Terms and Conditions, or receives a complaint about it, Scienta will be entitled to take all measures it deems reasonably necessary to terminate such violation. Scienta will inform Customer of any measures taken. However, Scienta will never be liable to pay any compensation as a result of these measures.

6. Customer indemnifies and holds Scienta harmless against any form of claim, charge or lawsuit from a third party in relation to (the content of) the data traffic or the data posted on or distributed by Customer, End Users and/or other third parties, via (the functionalities of) the Service and/or the Software.

Article 12. Rates

1. Customer is obliged to pay a fee pursuant to the Agreement. This fee depends on the relevant Service/number of End Users and is further specified in the Agreement.
2. The fee will be payable regardless of whether Customer/End User uses the Service.
3. All prices are exclusive of service charges and exclusive of turnover tax (VAT) and other levies imposed by the government. Unless otherwise agreed, all prices are always quoted in euros and Customer is required to make all payments in euros.
4. Scienta will be entitled to adjust the applicable prices and rates after at least two (2) months following notification. In the event that Customer does not wish to agree to such adjustment, Customer will be entitled to terminate the Agreement by giving notice in writing within thirty (30) days following notification, with effect from the date on which the adjustment would have become effective. However, Customer will not be entitled to such cancellation in the event that the applicable prices and rates are adjusted in accordance with the CBS price index for Business and ICT Services, series 2015=100 under branch of industry 62 IT Services, of January compared to January of the previous year.
5. The agreed service may only be used by Customer in its own company or organization and for a specific number or type of End Users for which the right of use has been granted.
6. Scienta cannot be bound by quotations that are manifestly incorrect, for example due to manifest input or printing errors. No rights can be derived from any unlawful price information.

Article 13. Payment

1. Scienta is entitled to invoice the Services in advance. Customer hereby agrees to electronic invoicing by Scienta. Payment must always be made in the manner indicated by Scienta within thirty (30) days of the invoice date.
2. In the event that Customer does not (or not fully) pay an invoice within the invoice period, Customer will be in default by operation of law. From that time, Customer will be required to pay interest at 1.5% per month or part of a month, unless the statutory commercial interest rate is higher, in which case the statutory commercial interest will be payable. The interest on the amount due and payable will be calculated from the moment that Customer is in default until the moment of payment of the full amount due.
3. In the event that Customer is in default or fails to fulfill its obligations or fails to do so in a timely manner, all reasonable costs incurred to obtain an out-of-court settlement will be borne by Customer. The extrajudicial costs amount to 15% of the outstanding amount with a minimum of €125. However, in the event that Scienta has incurred higher collection expenses than would have been reasonably necessary, the actual expenses incurred will eligible for compensation.

4. Scienta is entitled to apply the payments made by Customer firstly to settle the costs, then the interest that has fallen due and finally to reduce the principal sum and the accrued interest.

Article 14. Suspension and Termination

1. Customer and Scienta will at all times be entitled to terminate the Agreement with immediate effect in the event that the other party:
   - goes bankrupt or has filed for its own bankruptcy;
   - has been granted a suspension of payment or has applied therefor.
2. The situations mentioned in paragraph 1 must be proven by documentary evidence.
3. Scienta will be entitled to suspend fulfillment of its obligations (in whole or in part) or to cancel or terminate the Agreement, in the event that:
   - Customer fails to perform its obligations under the Agreement, or fails to do so in full or in a timely manner, and fails to remedy the failures within a reasonable time after notice of default. However, prior notice of default is not necessary in cases where the default occurs by operation of law;
   - in the event that due to the delay on the part of Customer, Scienta can no longer be required to fulfill the Agreement under the originally agreed conditions.
4. In the event that the Agreement is canceled or terminated, Scienta's claims against Customer will be immediately due and payable. In the event that Scienta suspends fulfillment of the obligations, it will retain its claims under the law and the Agreement.
5. In the event of termination of the Agreement, the Services that have already been provided and the related payment obligations will not be undone.

Article 15. Liability

1. Scienta will be exclusively liable for loss resulting from an attributable failure on Scienta's part.
2. Scienta's liability due to attributable failure to fulfill an Agreement will in all cases only arise in the event that Customer/End User immediately and properly puts Scienta into default in writing. Scienta must then be given a reasonable period of time to remedy the failure, whereby Scienta also continues to fail attributably in the fulfillment of its obligations after this period. The notice of default must contain as complete and detailed a description of the failure as possible, so as to enable Scienta to respond adequately.
3. Scienta's total liability due to attributable failure to comply with the Agreement is limited to compensation of direct loss up to a maximum of the amount (excluding VAT) stipulated for that Agreement for a period of one (1) year. In the event that the attributable failure relates to a loss suffered by an individual End User, the liability will be limited to compensation of that End User's direct loss up to a maximum of the amount (excluding VAT) stipulated for that End User in the Agreement for a period of one (1) year. Under no circumstances, however, will the total compensation for direct loss exceed €10,000 (ten thousand euros). Furthermore, Scienta's total liability will be limited to the amount paid out in the relevant case under the business liability insurance taken out, plus the amount of the deductible.
4. In the event of liability, Scienta will exclusively be liable for direct loss. Scienta will not be liable for any other, indirect and/or consequential loss (which is meant to include: purely financial loss, loss of profit, business interruption costs, loss of clients, resulting from any delay, goodwill, loss as a result of claims by End Users or clients of Customer, corruption or loss of data) other than direct financial loss suffered by Customer/End User.
5. The limitations mentioned in previous paragraphs of this Article will cease to apply in the event that and to the extent that the loss is the result of willful intent or gross negligence on the part of Scienta or its managers.
6. Customer indemnifies Scienta against all third-party claims resulting from a breach of the Agreement by Customer/End User.
7. Scienta will not be liable for the substance of the Content and any results of the application of this Content.
8. Scienta accepts no liability for any loss of any kind suffered by Customer/End User in connection with the temporary non-availability,

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temporary inaccurate availability or temporary limited availability of the Software or the Service.

9. Scienta will not be liable for any loss or costs due to transmission errors, failures or unavailability of telecommunications facilities such as the Internet.

10. Scienta will not be liable for any loss of whatever nature suffered by Customer/End User in connection with downtime, the functioning or non-functioning of software of Customer/End User or third parties, of hardware of Customer/End User, Scienta or third parties, or of internet connections of Customer/End User, Scienta or third parties.

11. Scienta accepts no liability for any inaccurate, incomplete or late transmission or receipt of data stored at Scienta by means of the Software.

12. Scienta will not be liable for any damage to and/or loss of data caused by actions and/or failures on the part of the hosting provider.

13. Any claim for compensation against Scienta will be barred by the mere lapse of twelve (12) months since the inception of the claim.

Article 16. Force majeure

1. Scienta will not be obliged to fulfill any obligation to Customer in the event that it is hindered from doing so as a result of a circumstance that is not due to its fault, and which it is not accountable for by virtue of the law, a legal act or generally accepted practice.

2. In these General Terms and Conditions, force majeure is understood to mean, in addition to its definition in law and in case law, all external causes, foreseen or unforeseen, over which Customer cannot exercise any control, but which prevent Customer from fulfilling its obligations. Force majeure includes in any event, but not exclusively: government-imposed obligations that affect the service provision via the Internet, failures in systems that are part of the Internet, failures in telecommunications, infrastructure, fire, strikes, war, terror, network attacks, computer break-in and failure of electricity supplies. This provision applies not only to Scienta but also to the hosting provider or other suppliers whose services Scienta has engaged.

3. During the period that the force majeure continues, Scienta may suspend its obligations under the Agreement. In the event that this period lasts longer than two (2) months, either Party will be entitled to terminate or cancel the Agreement, without the obligation to compensate the other Party for the loss.

Article 17. Confidentiality

1. Unless it is required to do so under any statutory provision, regulation or other rule, the Parties will be obliged to maintain confidentiality toward any third parties regarding any confidential information obtained from the providing Party. The Parties may choose to grant an exemption for this purpose. Information will be regarded as confidential if this has been communicated by the other Party or if this ensues from the nature of the information.

2. Except with the written consent of the providing Party, the receiving Party will not be entitled to use the confidential information made available to it by the providing Party for any purpose other than that for which it was obtained.

3. If a Party receives an order to surrender confidential information from a competent authority, it will be entitled to do so. However, the providing Party must be informed (in advance) of the order as soon as possible, unless this is not permitted by law. If the providing Party indicates that it wishes to take action against the order (for example, through preliminary relief proceedings), the receiving party will wait to surrender the information until this is decided, to the extent that this is legally possible.

4. As part of the performance of the Agreement, Scienta will process personal data of Customer and End Users. The processing of personal data is subject to the arrangements set forth in Module B.

Article 18. Intellectual property

1. All intellectual property rights in the Service, Software, Websites, data files, hardware or other items developed or made available under the Agreement are vested exclusively in Scienta or its suppliers. Customer will only acquire the rights of use expressly granted by these General Terms and Conditions and the law for the term of the Agreement. Any right of use granted to Customer is non-exclusive and non-transferable to third parties.

2. All intellectual property rights in the Content that Content Provider develops or provides are vested in Content Provider.

3. Customer is not entitled to disclose, duplicate, modify, decompile the Software and/or Content and/or apply reverse engineering thereto, unless and to the extent that mandatory law provides otherwise.

4. Unless otherwise agreed in writing, Customer is not permitted to sell, rent out, alienate or grant limited rights to the Software and Content or make them available to a third party in any way or for any purpose whatsoever, nor will Customer grant any third parties access - remote or otherwise - to the Software.

5. Customer is not allowed to remove or change any indication concerning the confidential nature or concerning copyrights, brands, trade names or other rights of intellectual or industrial property from or on the Software and Content.

6. Scienta is permitted to take technical measures to protect the Software or with a view to agreed restrictions in the duration of the right to use the Software. Customer is not permitted to remove or circumvent any such technical measure.

7. Customer is not permitted to make these products available to third parties, other than for the purpose of obtaining an expert opinion on Scienta's activities.

8. Scienta is entitled to use the knowledge gained by the performance of an Agreement for other purposes as well, to the extent that no strictly confidential information relating to Customer is disclosed to any third parties.

9. In the event of violation of the provisions of this Article, Customer will be liable to pay a penalty of €10,000 (ten thousand euros), for each violation or for each day, including a portion of a day, without prejudice to any other rights which could be enforced by Scienta.

Article 19. Exit scheme

1. If the Agreement is terminated, Customer may download a copy of Customer's and/or End Users' data from the Software in a file format and in a manner customary for that purpose.

2. Scienta will be entitled to delete all data of Customer and/or End Users and associated environments once the copy as described above has been downloaded by Customer and Customer has confirmed this. If Customer does not wish to make use of the copy referred to in paragraph 1 of this Article, Scienta will be entitled to delete the data of Customer and/or End Users and associated environments on the date the Agreement ends.

Article 20. Communication

1. Communication between Customer and Scienta may take place electronically, except in so far as this is deviated from in agreements with Customer, in these General Terms and Conditions or as provided otherwise by law. The version of the relevant communication stored by Scienta will serve as proof thereof, subject to proof to the contrary by Customer.

2. Any electronic communication by Scienta to Customer is deemed to have been received by Customer on the day of transmission, subject to proof to the contrary by Customer. To the extent that communication has not been received as a result of delivery and/or accessibility problems with respect to Customer's email box, this will be at Customer's risk, even in the event that the email box is hosted by a third party.

Article 21. Applicable law and General Terms and Conditions

1. All Agreements between Customer and Scienta are exclusively governed by Dutch law.

2. Any disputes that may arise between the Parties in connection with the Agreement or in relation to further agreements resulting therefrom, will

be submitted to the Dutch court in the district where Scienta has its registered office.

3. The most recently filed version or the version valid at the time the legal relationship with Scienta was established is always the applicable version.

4. The Dutch text of these General Terms and Conditions will always determine their interpretation.

Scienta General Terms and Conditions

Module B: Processing Agreement

This module applies in the context of the services provided by Scienta to Customer under the Agreement whereby Scienta processes personal data on the instructions of Customer. Scienta and Customer lay down their rights and obligations in connection with data processing through this processing agreement ("Processing Agreement"). This Processing Agreement forms an integral and inseparable part of Scienta's general terms and conditions.

This Processing Agreement applies to all forms of processing of personal data that Scienta (hereinafter: Processor) performs for the benefit of Customer to whom it provides services (hereinafter: Controller) pursuant to the Agreement.

In the event that Scienta has entered into an agreement with a Partner to (re-)sell the Services, Scienta shall be deemed to be the sub-processor and the Partner shall be deemed to be the processor. The obligations of this Processing Agreement will apply between Scienta and the Partner insofar as they are applicable to a sub-processor/processor relationship.

Article 1.   Purposes of processing

1. Processor undertakes to process personal data on the instructions of Controller under the terms of this Processing Agreement. Processing will exclusively take place in the context of facilitating an environment for the cloud storage of data by Controller, more specifically the recording in an online quality system of working methods, processes and procedures within its own organization and associated online services, plus those purposes reasonably related thereto or as determined by further agreement.
2. The personal data processed by Processor as part of the activities referred to in the preceding paragraph and the categories of data subjects from whom they originate are listed in Schedule 1. Processor will not process the personal data for any purpose other than as determined by Controller. Controller will inform Processor of the processing purposes to the extent not already mentioned in this Processing Agreement.
3. Personal data to be processed on the instructions of Controller will remain the property of Controller and/or the relevant data subjects.

Article 2.   Obligations of Processor

1. With respect to the processing mentioned in Article 1, Processor will ensure compliance with the applicable laws and regulations, including in any case the laws and regulations in the field of personal data protection, such as the General Data Protection Regulation ("GDPR").
2. Processor will inform Controller, immediately on the latter's request, of the measures it has taken regarding its obligations under this Processing Agreement.
3. The obligations of Processor arising from this Processing Agreement also apply to those who process personal data under the authority of Processor, including but not limited to employees, in the broadest sense of the word.

4. Processor will immediately notify Controller if, in its opinion, an instruction of Controller violates the laws referred to in paragraph 1.
5. Processor will, to the extent within its power, assist Controller in complying with Controller's obligations under Articles 32 through 36 of the GDPR, including but not limited to assisting in the performance of a Data Protection Impact Assessment or prior consultation with the supervisory authority, should this be necessary.

Article 3.   Transfer of personal data

1. Processor may process the personal data in countries within the European Economic Area ("EEA"). In addition, Processor may also transfer the personal data to a country outside the European Union, provided that such country ensures an adequate level of protection and it complies with its other obligations under this Processing Agreement and the GDPR.
2. Processor will notify Controller of the country or countries involved. In the event that the personal data concerned is transferred to a party outside the EEA, Processor will ensure that the third country, or the organization based in the third country, provides an adequate level of protection according to Article 44-49 of the GDPR (for a specification, see **Schedule 2**).

Article 4.   Division of responsibility

1. The permitted processing operations will be performed by employees of Processor within an automated environment.
2. Processor is solely responsible for the processing the personal data under this Processing Agreement, in accordance with the instructions of Controller and under the express (ultimate) responsibility of Controller. For other processing operations of personal data, including in any case, but not limited to, the collection of personal data by Controller, processing for purposes that have not been reported to Processor by Controller, processing by third parties and/or for other purposes, Processor will expressly not be responsible.
3. Controller guarantees that the content and the use of, and the order to process the personal data referred to in this Processing Agreement are not unlawful and do not infringe any third-party right. Controller itself is in control of what use it makes of, and what kind of personal data is uploaded to, Processor's cloud environment. That is why it also bears (full) responsibility for that personal data.

Article 5.   Engaging third parties or subcontractors

1. Processor may engage third parties for the purposes of this Processing Agreement, provided that they are reported to Controller. Controller may object if the engagement of a specific reported third party is unacceptable to it. See **Schedule 2** for the third parties or subcontractors engaged at the time of signing this Agreement, which engagement Controller agrees to at the time of entering into this Processing Agreement.
2. Processor will in any case ensure that these third parties undertake in writing at least the same obligations as agreed between Controller and Processor.
3. Processor guarantees that these third parties will properly comply with the obligations of this Processing Agreement and, in the event of any errors by these third parties, Processor itself will be liable for any loss as if it had committed the error(s) itself.

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Article 6. Security

1. Processor will endeavor to take sufficient technical and organizational measures with respect to the processing of personal data to be carried out, against loss or against any form of unlawful processing (such as unauthorized access, corruption, modification or provision of the personal data).
2. Processor does not warrant that security will be effective under all circumstances. If a form of security explicitly specified in this Processing Agreement is lacking, Processor will endeavor to ensure that the security will meet a level that is not unreasonable, considering the state of the art, the sensitivity of the personal data and the costs associated with taking the security measures.

   Controller will make personal data available to Processor only if it has ascertained that the required security measures have been taken. Controller will be responsible for the compliance with the measures agreed by the Parties.

Article 7. Obligation to notify

1. Controller is at all times responsible for reporting any data breach (which is defined as a security breach that accidentally or unlawfully results in the destruction, loss, alteration or unauthorized provision of, or unauthorized access to, transmitted, stored or otherwise processed data) to the supervisory authority and/or data subjects. To enable Controller to comply with this statutory obligation, Processor will notify Controller of any data breach within 48 hours and without unreasonable delay after becoming aware of the data breach.
2. A notification must always be made regardless of the risk to those involved.
3. At a minimum, the obligation to notify must include the notification that a data breach has occurred. In addition, the obligation to report must include:

   - the nature of the personal data breach, specifying, where possible, the categories of data subjects and personal data concerned and the approximate number of data subjects and personal data concerned;
   - the name and contact details of the data protection officer or other contact point where more information can be obtained;
   - the probable consequences of the personal data breach;
   - the measures proposed or taken by Processor to address the personal data breach, including, where appropriate, measures to mitigate any adverse effects thereof.

   If not all of the above information is available to Processor at the time of the notification, it will nevertheless make the notification and send the above information as soon as possible.

Article 8. Handling requests of data subjects

1. In the event that a data subject submits a request to Processor to exercise his/her statutory rights (Article 15-22 of the GDPR), Processor will forward the request to Controller, and Controller will further handle the request. Processor may notify the data subject thereof.

Article 9. Secrecy and confidentiality

2. All personal data that Processor receives from Controller and/or collects itself under this Processing Agreement will be subject to a duty of confidentiality toward third parties. Processor will not use this data for any purpose other than that for which it obtained it, even if it has been converted into such form that it cannot be traced back to any data subjects.
3. This duty of confidentiality does not apply to the extent that Controller has given express consent to provide the information to third parties, if the provision of the information to third parties is logically necessary given the nature of the instructions given and the performance of this Processing Agreement, or if there is a statutory obligation to provide the information to a third party.

Article 10. Audit

1. Controller is entitled to have audits performed by an independent third party bound by confidentiality to verify compliance with the Processing Agreement.
2. This audit may only take place in the event of a concrete and reasonable suspicion of misuse of personal data, after Controller has requested and assessed similar audit reports and Controller puts forward reasonable arguments that still justify the audit requested by Controller. Such an audit will be justified in the event that the similar audit reports available at Processor provide no or insufficient information about Processor's compliance with the Processing Agreement. The audit initiated by Controller will take place four weeks after prior notice by Controller, and no more than once a year.
3. Processor will cooperate with the audit and provide all information reasonably relevant for the audit, including supportive data, such as system logs and employees, as soon as possible.
4. The findings resulting from the audit conducted will be reviewed by the Parties in mutual consultation and, depending on the result thereof, may be implemented by either Party or both Parties jointly.
5. The cost of the audit will be borne by Controller.

Article 11. Liability

1. The Parties expressly agree that with respect to liability the provision of the General Terms and Conditions applies.

Article 12. Term and termination

1. This Processing Agreement is concluded by the signature of the Parties and on the date of the last signature.
2. This Processing Agreement is concluded for the term as stipulated in Article 3 of Scienta's General Terms and Conditions and in any case for the duration of the cooperation.
3. Once the Processing Agreement is terminated, for whatever reason and in whatever manner, Processor will - at Controller's discretion - return to Controller all personal data held by it in original or copy form, and/or delete and/or destroy such original personal data and any copies thereof.
   Processor is entitled to revise this Processing Agreement from time to time. It will give at least three months' notice of the amendments to Controller. Controller may give notice of termination with effect from the end of these three months if it cannot agree to the amendments.

Article 13. Applicable law and dispute resolution

1. The Processing Agreement and its performance will be governed by Dutch law.
2. All disputes that may arise between Customer and Scienta in relation to the Processing Agreement will be submitted to the Dutch court in the district where Scienta has its registered office.

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Schedule 1: Specification of personal data and data subjects

Categories of data subjects and personal data of different purposes

Processor will, within the scope of Article 1.1 of the Processing Agreement, process the following (special) personal data of the aforementioned categories of data subjects on the instructions of Controller:

Cloud storage of data

Staff

- Email address
- Birth dates
- IP address
- Name and address details
- Telephone number
- Gender

Controller warrants that the personal data and categories of data subjects described in this Schedule 1 are complete and accurate, and indemnifies Processor against any defects and claims resulting from an incorrect representation by Controller.

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Schedule 2: Engaged subprocessors

The third parties in these schedules support Scienta in providing the Scienta platform (the services as set forth in the General Terms and Conditions) to our customers.

The relationship between Scienta, its customers and the third parties it engages is shown below:

Controller   Processor   Subprocessor

Scienta's customers   Scienta   See below
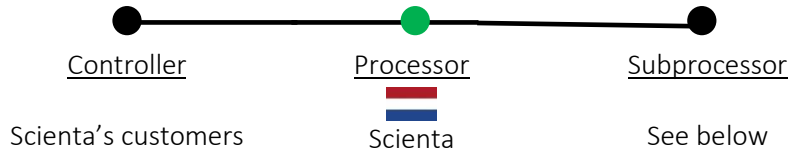
The location of each party is listed below. If it is located outside the European Union, Scienta indicates here which appropriate safeguards have been put in place to continue to safeguard the data protection of data subjects.

A division has been made into the parties: The party that is necessary to guarantee good SAAS services and the other parties that are not involved in the SAAS services but that are used by WoodWing Scienta for other activities. The party involved in the SAAS services is located within the borders of the European Economic Area for all its activities.

Third parties involved in the SAAS services		
Party	**Established in**	**Appropriate safeguards**
AWS	Germany (within EEA)	Standard data protection provisions within EEA
Cloudconvert	European Union	Not necessary
Third parties *not* involved in the SAAS services		
Party	**Established in**	**Appropriate safeguards**
Netsuite	European Union	Not necessary
Afas Profit	European Union	Not necessary
Hubspot	United States	Standard data protection provisions. EU data centre.