

1. Definitions

1. Unless explicitly stipulated otherwise the following terms bear the meaning assigned to them for the purposes of these general terms and conditions:
 - a. Service provider – Infoplaza Group B.V., whose registered office is at Sleepboot 5, 3991 CN Houten, The Netherlands and registered with the Chamber of Commerce under no. 77475364. Its trading address is Sleepboot 5, 3991 CN Houten, The Netherlands.
 - b. Contract / Agreement / Assignment/ Service – *the work which the service provider is requested to carry out as stipulated in consultation between the service provider and a client, and the conditions subject to which this is to occur.*
 - c. Client – *the service provider's contracting party;*

2. General

1. These general terms and conditions shall govern all offers, quotations, work, contracts and agreements issued or performed by, or concluded with the service provider, as well as any action (or legal act) performed for such purpose. A client's general terms and conditions shall only apply in the event that the service provider consents to them in writing. Any contractual terms proposed by the client to govern contractual relations between service provider and the client (whether appearing in a purchase order or otherwise) are expressly excluded and the client is deemed to have accepted these general terms and conditions in submitting a purchase order to service provider.
2. These general terms and conditions shall also govern any contract with the service provider for which another party needs to be engaged for the purposes of executing them.
3. All legal entities directly or indirectly affiliated with the service provider may invoke these general terms and conditions. These include, in any case:
 - Infoplaza B.V., registered with the Chamber of Commerce under number 82601968
 - Infoplaza Network B.V., registered with the Chamber of Commerce under number 09123864
 - Infoplaza Business B.V., registered with the Chamber of Commerce under number 30248551
 - Infoplaza Marine Weather B.V., registered with the Chamber of Commerce under number 39060160
 - Infoplaza Mobility B.V., registered with the Chamber of Commerce under number 34383812This provision constitutes an irrevocable third-party clause for the benefit of the legal entities affiliated with the service provider.
4. In the event that one (1) or more provisions of these general terms and conditions are null, void or are nullified, their remaining provisions shall continue to apply in full. In this case the service provider and the client shall enter into consultation with each other to agree on new provisions to replace those which are null and void or are nullified, in respect of which the purpose and purport of the original provisions shall be taken into consideration as far as possible, provided that it is possible to do so.

3. Quotations

1. Any quotation issued by the service provider shall be based on information supplied by the client. A client shall warrant that they will provide all of the information, cooperation and other matters that are required – to the best of their knowledge – for the purposes of initiating, executing and completing the relevant contract.
2. Any quotation issued by the service provider shall be free of obligation. A quotation shall be valid for thirty (30) calendar days, unless otherwise stipulated. Unless otherwise stipulated, the service provider shall only be bound by a quotation, provided that the client confirms their consent to it in writing within thirty (30) calendar days.
3. Any fee and/ or rates of the service provider mentioned in a quotation are net receivable amount and are exclusive of VAT, other local taxes and bank charges.
4. In the event that a notice of acceptance differs from the offer mentioned in the relevant quotation (whether or not in relation to any subordinate points), the service provider shall not be bound by it. In such a case no contract shall be concluded in accordance with such a different notice of acceptance, unless the service provider stipulates otherwise in writing.
5. A compound quotation shall not render it mandatory for the service provider to execute part of the relevant contract in return for a proportion of the stipulated fee.
6. A quotation shall not automatically apply in relation to any future contract.

4. Execution of a contract and the engagement of any other party for this purpose

1. The service provider will perform the work in the context of the assignment to the best of its knowledge, expertise and ability.
2. Insofar as required for proper execution of the assignment, the service provider has the right to have (parts of) the work performed by third parties. The service provider will do this in consultation with the client.
3. The service provider accepts no liability for the work performed by third parties insofar as they have entered into an agreement with the client themselves.

5. Terms of contract and lead time

1. An assignment, subscription to a service, or other type of agreement between the service provider and a client is valid for the specified or agreed term. If no term has been specified or agreed, the agreement between the service provider and a client is deemed to have been entered into for an indefinite period.

2. If a deadline has been agreed for the service provider to complete certain work within the term of the contract, this shall under no circumstance be a fatal deadline. If the execution deadline is exceeded, the client must therefore give the service provider written notice of default.

6. Fees

1. Unless the parties agree otherwise, any fee stipulated in the relevant quotation shall apply for the purposes of the award of the contract in question.
2. On January 1st of any calendar year, the service provider shall be entitled to raise a fee stipulated in a quotation without prior written notice by no more than the inflation rate cited by Statistics Netherlands (CBS) in respect of the previous year (CPI).
3. In the event that prices rise for any reason other than inflation, the service provider shall be entitled to raise its fees.
4. The service provider shall notify a client of its intention to raise its fees in accordance with article 6.3 in writing. In this respect the service provider shall mention the extent of the increase and the date on which it is to come into effect.
5. In the event that a client does not wish to consent to such a fee increase of which they have been notified by the service provider pursuant to article 6.3, that client shall be entitled to cancel the relevant contract in writing within two (2) weeks following the aforementioned notification. A client shall not be entitled to do so in the event that the service provider's power to raise its fees follows from powers conferred pursuant to applicable law.

7. Terms of payment

1. Payment must be effected within fourteen (14) days after the relevant invoice date, unless the service provider and the client agree otherwise. The service provider shall also be entitled to require payment in advance. In the event that a client has objections to the amount stipulated in an invoice, they shall not be entitled to suspend their financial obligations.
2. After the due date the relevant client shall be in default and the service provider shall be entitled to charge any legally stipulated interest. Interest on an amount payable shall be calculated as of the time when a client is in default until the full amount is paid, in respect of which part of a month shall be treated as an entire month.
3. In the event that a payment is in arrears by more than one (1) month, the service provider may suspend execution of the relevant contract until payment is affected.
4. In the event that a client's business is liquidated, is declared insolvent or is granted a moratorium on payments, all of the amounts receivable by the service provider from that client shall fall due with immediate effect. In such a case the service provider shall be entitled to halt any work carried out for the client without being liable for any loss or expenses.
5. The service provider shall be entitled to use any payments made by a client to reduce expenses in the first case, then any interest that is due and finally the principal sum and any current interest. The service provider may decline an offer of payment without being in default as a result in the event that the client designates a different order of assignment. The service provider may decline the full redemption of the principal sum in the event that any interest due and current as well as any expenses are not also paid.
6. In the event that a client fails to comply with their financial obligations, they shall be liable for any costs incurred by the service provider for debt collection purposes, both judicial and extrajudicial (such as all of the fees charged by a lawyer, attorney or court bailiff and any court fees).

8. Inspections, claims and complaints

1. A client shall be required to report any complaint in writing to the service provider concerning any goods supplied or work performed by the latter within two (2) weeks after the relevant invoice date but by no later than within three (3) weeks after the work concerned has been completed. The relevant notice of default must contain as detailed a description of the non-compliance as possible, so as to enable the service provider to respond to it appropriately.
2. Where there are grounds for a complaint, the service provider shall perform the relevant work again as agreed, unless the client can already show that it would be meaningless to do so. The client shall give notice of this in writing.
3. In the event that it is no longer possible or meaningful to carry out the agreed work, the service provider shall only be liable within the confines of article 11.

9. Suspension and Cancellation

1. A term specified or agreed for an assignment, subscription to a service, or other type of agreement shall apply as a fixed term, without the possibility of early termination, unless otherwise agreed in writing. If an agreement has been entered into for an indefinite period, both parties may terminate it in writing with three (3) months' notice.
2. The service provider shall be entitled to suspend or cancel compliance with its obligations, the relevant contract or any agreement serving as the basis for same, with immediate effect when:
 - a. The client fails to comply with their obligations pursuant to the agreement and have been afforded a reasonable period of time within which to remedy that;
 - b. After concluding the contract, circumstances come to the service provider's attention that give good reason to fear that the client will not fulfill its obligations. If there is good reason to fear that the client will only partially fulfill its obligations or will not fulfill them properly, suspension is only permitted insofar as the shortcoming justifies it.

- c. Upon conclusion of the contract, the client was requested to provide security for the fulfillment of its obligations under the contract, and this security has not been provided or is insufficient.
- 3. Should the service provider suspend compliance with its obligations, it shall retain any entitlements pursuant to the law and the relevant contract.
- 4. In the event that a client cancels a fixed term agreement, the service provider shall be entitled to seek compensation. This value of this compensation shall be the highest of:
 - a. 50% of the value that was initially committed to by the service provider.
 - b. Six (6) times the average value of the monthly invoices issued during the previous six month period.Furthermore, any amount receivable by the service provider from the client on the basis of the above shall fall due immediately.
- 5. In the event that a client cancels, the service provider may, for as far as this is reasonably practicable, be requested to transfer the work performed until the cancellation date to the client or another party. In the event that the transfer or support of work entails that the service provider needs to incur additional expenses, these may be charged to the client who agrees to pay said expenses.

10. API, Web, App and platform based services

- 1. Service provider is entitled to temporarily interrupt and/or restrict the availability of the service(s) to which the client is subscribed or is entitled to have access to for maintenance work.
- 2. Services involving paid web based services by default cover a period of one year (unless specified differently in an agreement) and are by default tacitly renewed for a period of one additional year except if one of the parties terminates or requests an amendment in the agreement at least one (1) month before the end of the duration of the agreement.
- 3. Information retrieved from and/or provided via an automated web based service is provided 'as is' and 'as available' and the service provider accepts no liability for the use of the results or the use of the retrieved and/or provided information. Any further agreements in this regard may be laid down in a service level agreement.

11. Liability

- 1. The service provider is not liable for damage, of whatever nature, because the service provider relied on incorrect and/or incomplete information provided by the client, unless the service provider should have been aware of this inaccuracy or incompleteness.
- 2. Every assignment accepted by the service provider is subject to a best efforts obligation. The service provider can never be held liable for results not achieved. The client acknowledges that the weather and traffic are matters that can never be predicted with 100% certainty. The service provider is therefore never liable for damage or costs incurred by the client and/or third parties as a result of:
 - a. providing the client with incorrect and/or incomplete data and/or incorrect application and/or incorrect use of the data provided by the client and/or by third parties;
 - b. (the execution of) the research assignment and/or the incorrect application and/or the incorrect use of the results of the research assignment by the client and/or by third parties.
 - c. failure or only partial fulfilment of estimates or forecasts provided.
 - d. acting or not acting by the client and/or by third parties on the basis of an estimate or forecast provided by the service provider.
- 3. The service provider is solely liable for damage resulting directly from foreseeable and avoidable shortcomings in the performance of the assignment by the service provider that can be attributed to it and that are directly related to the (performance of) an assignment.
- 4. If the service provider is liable for any damage, that liability is at all times limited to direct damage only (as referred to in article 11.8.) and to a maximum of the amount paid out or reimbursed by the service provider's insurer in the case in question. If an event leads to damage to multiple clients and/or injured parties, the compensation will be divided proportionally among the affected clients and/or injured parties, taking into account the liability exclusions and limitations included in these general terms and conditions.
- 5. If and insofar as the insurer of the service provider for whatever reason should not make payment or compensation as referred to in the preceding clause, any obligation of the service provider to pay compensation, for whatever reason, is limited to a maximum of the amount invoiced for the relevant order (excluding VAT). In the case of an order with a duration longer than six months, the liability is limited to the amount invoiced for the relevant order (excluding VAT) over the last six months.
- 6. If and insofar as for whatever reason the service provider's insurer does not pay out or reimburse as referred to in article 11.4. or the limitation of liability as referred to in the previous articles is contrary to mandatory law or is not honored by the court, and this would lead to liability of the service provider, then the liability, or at least the obligation to pay compensation, of the service provider is limited up to a maximum of twenty-five thousand euros (€ 25,000.00) per contract year.
- 7. The liability limitations referred to in the previous clauses shall lapse if and insofar as the damage is the result of intent or willful recklessness of the service provider, to be proven by the client unless it follows otherwise from the legally required burden of proof.
- 8. Direct damage as referred to in these general terms and conditions is exclusively understood to mean:
 - a. Material damage to the property of the client, insofar as these have arisen as a direct result of the damage-causing fact that leads to a violation of the agreement;
 - b. Reasonable costs that the client must incur to have the performance of the service provider comply with the agreement. However, this replacement damage will not be compensated if the agreement is dissolved by or at the request of the client;

- c. Reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of these general terms and conditions;
- d. Reasonable costs incurred to prevent or limit damage, insofar as the client demonstrates that these costs have led to limitation of the direct damage within the meaning of these general terms and conditions.
- 9. The service provider cannot under any circumstances be held liable for or be obliged to compensate any indirect and/or incidental damage, unless the applicable mandatory law does not allow this exclusion, or at least a complete exclusion, of (part of) this damage. In these general terms and conditions, indirect and/or incidental damage includes (but is not limited to): consequential damage, loss of turnover and/or profit, missed savings, investments made, damage due to business interruption or standstill, damage related to mutilation, destruction, or loss of data or documents, damage and costs resulting from (administrative) fines imposed on the client and/or costs incurred to prevent, determine or limitation of indirect and/or incidental damage and/or the liability therefor and costs incurred in obtaining settlement out of court of the indirect/incidental damage. Should the service provider nevertheless be liable for indirect damage, the provisions of article 11.1 shall apply up to and including 11.7, whereby the aforementioned limitations apply to the sum of the direct and indirect damage.
- 10. The service provider shall only be liable for attributable failure to perform an agreement if the client immediately and properly gives the service provider written notice of default, setting a reasonable period for remedying the failure, and the service provider continues to fail attributable in the performance of its obligations after that period.
- 11. Any claim for compensation against the service provider will lapse if this has not been made known in writing by the client within three months after the fact that gave rise to this claim took place.
- 12. The client must make every effort to limit the damage. The service provider is under no circumstances obliged to compensate damage that could reasonably have been prevented.
- 13. The exclusions and limitations of liability included in this article apply to every (legal) obligation of the service provider to pay compensation (for damage), such as due to an attributable failure to perform or arising from the agreement, unlawful acts, reversal, and/or indemnification.
- 14. If multiple exclusions and/or limitations apply to the service provider's liability, the exclusion and/or limitation that leads to the lowest amount of liability will always apply.

12. Disclaimers

- 1. The client indemnifies the service provider against claims from third parties with regard to intellectual property rights on materials or data provided by the client, which are used in the execution of the assignment.
- 2. If the client provides the service provider with information carriers, electronic files or software, etc., the latter guarantees that the information carriers, electronic files or software are free of viruses and defects.

13. Force Majeure

- 1. The parties are not obliged to fulfil any obligation if they are prevented from doing so as a result of a circumstance that is not due to fault, and is not for their account under the law, a legal act or generally accepted standards.
- 2. Force majeure in these general terms and conditions is understood to mean, in addition to what is understood in this regard in law and jurisprudence, all external causes, foreseen or unforeseen, over which the service provider has no influence, but as a result of which the service provider is unable to fulfil its obligations come. Strikes at the service provider's company, including illness and/or incapacity for work.
- 3. The service provider also has the right to invoke force majeure if the circumstance that prevents (further) fulfilment occurs after the service provider should have fulfilled its obligations.
- 4. During the period that the force majeure continues, the parties may suspend the obligations arising from the assignment. If this period lasts longer than three months, each of the parties is entitled to dissolve the assignment, without any obligation to compensate the other party for damage.
- 5. Insofar as the service provider has partially fulfilled or will be able to fulfil its obligations under the contract at the time of the occurrence of force majeure, and the part fulfilled or to be fulfilled has independent value, the service provider is entitled separately declare the value of the part of the service that is fulfilled. The client is obliged to pay this invoice as if it were a separate assignment.

14. Non-disclosure

- 1. Both parties are obliged to maintain confidentiality with regard to all confidential information that they have obtained from each other or from another source in the context of their assignment. Information is considered confidential if this has been communicated by the other party or if this results from the nature of the information.
- 2. If, on the basis of a statutory provision or a court decision, the service provider is obliged to also provide confidential information to third parties designated by the law or the competent court, and the service provider cannot invoke a legal or competent recognized or permitted right of non-disclosure, then the service provider is not obliged to pay compensation or indemnification and the client is not entitled to dissolve the assignment on the basis of any damage that has arisen as a result.

15. Data protection and (use of) data

- 1. The client guarantees that it will act in accordance with the General Data Protection Regulation ("GDPR") and/or other applicable (implementing) laws, rules, regulations, ordinances, and/or guidelines when processing personal data. The client

guarantees that the personal data it processes or has processed in and/or with the service or within the framework of the agreement has been obtained lawfully and that it is entitled to process this personal data or have it processed.

2. In the event of claims by third parties in connection with the processing of personal data by or on behalf of the client, including but not limited to sanctions, the client shall indemnify the service provider and reimburse the service provider for all (legal) costs and damages resulting from such claims.
3. If applicable, the client will cooperate at the service provider's first request in concluding an agreement as referred to in article 28 of the GDPR (processor agreement), article 28 of the GDPR (mutual agreement) or another agreement concerning the processing and/or protection of (personal) data, such as a data exchange agreement, and, to the extent necessary, cooperate in establishing appropriate safeguards for the international transfer of personal data, insofar as an existing agreement or safeguards between the parties are not already sufficient.
4. The service provider is entitled to use aggregated and/or anonymized operational data (derived) from (the use of) the Service for analysis purposes, benchmarking, improvement of services, and product development, provided that no confidential information or personal data of the client is disclosed. To the extent required by law, the client hereby grants the service provider permission for lawful access to this data. Furthermore, to the extent necessary, the client grants the service provider an unlimited, irrevocable, free of charge, and worldwide right to use the data referred to in this article.

16. Intellectual property rights

1. Subject to what is stipulated elsewhere in these general terms and conditions, the service provider shall retain any rights and entitlements assigned to it pursuant to intellectual property law (which is deemed to include the law governing copyright and designs). The service provider is and shall remain the owner of any intellectual property rights to documents and information (in the broadest sense of the terms) which it supplies.
2. Any intellectual property rights to models (for calculation and otherwise), methodologies and tools which the service provider develops and/or uses for the purposes of executing a contract are and shall remain the service provider's property. A client shall not be permitted to disclose, replicate and/or use in some other way any such item without the service provider's prior written consent.
3. A client may only use and replicate for the purposes of using any information provided within either their own organisation or in the case of a study for a third party for the benefit of a specific single end-client any documents or information (such as reports, recommendations, contracts, data, designs, sketches, drawings, software and so forth) supplied by the service provider to the client. A client may not disclose, replicate or bring to the knowledge of any other third party such documents and information in any other way (in electronic form or otherwise) without the service provider's prior written consent.
4. A client shall not be permitted to delete or render illegible any designation of intellectual property rights held by the service provider to any documents and information which it supplies.
5. The service provider reserves the right to use any knowledge it has acquired for the purposes of carrying out the relevant work for any other purpose in so far as no confidential information will be disclosed to any other party by doing so. The service provider is and shall remain entitled to use all or part of any data and/or outcomes which it has provided for itself, and/or for and/or by any other party (or to arrange for this to be done).
6. Without first obtaining the Services Provider explicit and written permission the client is not permitted to:
 - a. publish or in some other way divulge the results obtained from service provider or its (web based) services, which includes making the results available for inspection to third parties other than directly interested parties or one specific single end-client;
 - b. use the results obtained from service provider or its (web based) services to submit a claim or to start legal proceedings;
 - c. use the results obtained from service provider or its (web based) services for advertising purposes or similar applications, or
 - d. sell-on or pass on the unaltered results obtained from service provider or its (web based) services or to directly convert these into cash in some other way (as an intermediate).

17. Miscellaneous

1. Throughout the term of the relevant contract and for two (2) years following its termination, a client shall not be permitted to offer paid work (pursuant to employment or otherwise) to any professional who has been involved in its execution in any way on behalf of or for the service provider. A contravention of this rule shall be punishable with a penalty of one hundred thousand euros (€100,000.00).
2. These general terms and conditions shall be available in both Dutch and English. In the event of any difference in interpretation between these versions the Dutch version shall at all times prevail and be binding on the parties.
3. Any addition to the work carried out by the service provider for or at the request of the client in relation to a contract, although not specifically identified herein, shall nonetheless be covered by the contract unless such item or services is specifically covered by a separate written agreement executed by the client and an authorized representative of the service provider.
4. If any provision of the contract is held by any competent authority to be invalid or unenforceable, in whole or in part, the validity of the other provisions of this contract and the remainder of the provision in question shall not be affected.
5. The client is not entitled to transfer (its rights and obligations under) these general terms and conditions or a contract to a third party without the express written consent of the service provider. This provision has property law effect (in Dutch: 'goederenrechtelijke werking').
6. The service provider is entitled to transfer (rights and obligations arising from) contracts to a third party. The client grants permission for this in advance and will cooperate fully with such a transfer.

18. Disputes and applicable law

1. Any dispute which may arise pursuant to an agreement or its execution shall only be brought before the District Court of Central Netherlands, which has its seat in Utrecht
2. Every contract between the service provider and the client shall be governed by and construed in accordance with the law of the Netherlands, also where the client resides or has their registered office abroad.

19. Amendments

The service provider shall be entitled to modify or amend these general terms and conditions unilaterally by means of a written notice to this effect (which is deemed to include by email). The client shall agree to reasonable changes. Such an amendment shall come into effect at the time of commencement that is announced. Where no time of commencement is announced, an amendment shall come into effect in relation to a client, as soon as the latter is notified of it.