



General Terms and Conditions FullFact bv

FullFact bv
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The Netherlands

Hereinafter to be referred to as: FullFact

1 General

- 1.1 The present terms and conditions shall apply to each and every offer, tender and agreement between FullFact and a client, to whom FullFact has declared the present terms and conditions applicable, insofar as parties have not explicitly deviated from the present terms and conditions in writing.
- 1.2 The present terms and conditions shall also apply to agreements with FullFact, the execution of which calls for the service of third parties.
- 1.3 The present agreement shall be concluded through the timely acceptance by the client of FullFact's offer.
- 1.4 The general terms and conditions shall always prevail over the terms which are used by the customer. The applicability of client's possible purchase or other conditions is explicitly rejected.
- 1.5 If one or more stipulations in the present general terms and conditions should be null and void or declared null and void, then the other stipulations of the present terms and conditions shall remain fully applicable. The case ensuing, FullFact and client shall enter into negotiations to agree upon new stipulations replacing the null and void conditions, or, as the case may be, the conditions declared null and void, whereby the purpose and the meaning of the original conditions shall be heeded as far as possible.
- 1.6 Possible deviations from the present general terms and conditions shall only be valid provided they have been explicitly agreed upon in writing.
- 1.7 The client agrees, as of now, for (partial) transfer of the agreement between parties other than FullFact, therefore FullFact will be freed of all obligations concerning client.
- 1.8 The provisions of these general terms and conditions shall have no effect on the provisions of mandatory Dutch law. In particular, the provisions of article 45J of the Copyright Act shall not be impaired. On the basis of which, a client is, in brief, entitled to:
 1. Load and run the software for the benefit of the use intended
 2. Error corrections
 3. Make reserve copies
 4. Study and test the software in order to learn how to use it within his/her own company or household
 5. Decompile the software for the benefit of inter-operability.The rights thus accruing to the client do not, however, extend any further than the mandatory rights prescribed by law, unless otherwise provided for in these terms and conditions.
- 1.9 The implementation of the general terms is meant for:

FullFact License: License for product of which the copyright belongs to FullFact
Third party license: License for product of which the copyright belongs to other party as FullFact.
- 1.10 The Dutch version of these general terms and conditions prevails at all time in case of disputes with regard to the interpretation and purpose of these terms and conditions.
- 1.11 The most recently filed version shall always apply, or, the case ensuing, the version valid at the time the agreement was concluded.

2 Offers and Tenders

- 2.1 All offers shall be free of obligation unless the offer contains an acceptance term.
- 2.2 FullFact obtains the right to refuse orders, without reason given, demand cash on delivery, payment in advance or authorization to a standing order. If an order shall not be accepted, FullFact will notify the client within ten (10) days, after receiving the order.
- 2.3 The prices given in above-mentioned offers and tenders shall be exclusive of VAT and other government levies, as well as of the other expenses to be possibly made within the scope of the agreement, including shipment and administration costs, unless FullFact indicates otherwise.
- 2.4 If the acceptance deviates (on secondary items) from the offer given, FullFact shall not be bound by it. The agreement shall in such event not be concluded in accordance with said deviating acceptance, unless FullFact indicates otherwise.
- 2.5 Offers and tenders shall not apply automatically to repeat orders or future assignments.
- 2.6 Pricelists, brochures, printed matter etc. are subject to change and do not count as offer.

3 Mediation by FullFact

- 3.1 To the extent FullFact offers software under a FullFact and/or third party licence or offers services from a party other than FullFact, FullFact shall only operate as an intermediary and payment address. FullFact's mediation shall be directed at effecting an agreement between the client and the relevant third party. To this end, Fullfact shall do everything which can reasonably be expected of it; however, it does not guarantee that the agreement shall actually be effected. In particular, FullFact is not liable for delivery of software under a third party licence or for services to be undertaken by a third party.

4 Delivery

- 4.1 Unless agreed upon otherwise, delivery shall be made ex works/store/warehouse of FullFact.
- 4.2 If FullFact has given a term of delivery, it shall only be indicative. A given term of delivery shall therefore never constitute a term to be observed on penalty of forfeiture of rights. The final term of delivery shall, however, never exceed the given term of delivery by more than one week, unless there is a matter of force majeure. If the term of delivery is exceeded, the customer must give FullFact notice of default in writing.
- 4.3 The client shall be held to take delivery of the purchased goods the moment said goods are at his disposal or handed over to him.
- 4.4 If the client refuses to take delivery of the purchased goods or fails to give the information or instructions necessary to their delivery, the goods destined for delivery shall be stored at the client's risk following notification of the client by Fullfact. In said event, the client shall owe all additional costs.
- 4.5 If the client and FullFact agree upon service, the purchased goods shall be delivered free of charge, unless FullFact communicated the conditions laid down to the client the moment the agreement was concluded. In the event of delivery, FullFact shall reserve the right to invoice the service charges separately.
- 4.6 If, in the framework of the execution of the agreement, FullFact requires data to be given by the client, the term of delivery shall commence after the client has provided FullFact with said data.
- 4.7 FullFact obtains the right to deliver the product in stages, unless FullFact agreed otherwise. FullFact obtains the right to invoice the products which are delivered separately.
- 4.8 If delivery in stages has been agreed upon, FullFact can suspend the execution of the parts belonging to a following stage until the client has approved in writing the results of the stage prior to it.

5 Execution of the Agreement

- 5.1 FullFact shall execute the agreement to the best of his knowledge and ability.
- 5.2 The kind of data carrier on which the product will be delivered, is predetermined by FullFact. FullFact is free to choose the kind of data carrier, unless otherwise agreed upon in writing.
- 5.3 Acceptance of an arrangement shall not implicate that FullFact will install the license, unless agreed otherwise.
- 5.4 If required for the proper execution of the agreement, FullFact shall have the right to have certain work done by third parties. Expenses will be passed on to the client. Third party shall be seen as employees of FullFact.
- 5.5 The client shall see to it that FullFact shall be provided in due time with all data which FullFact has said to be necessary or which the client must in all reasonableness understand to be necessary to the execution of the agreement. If FullFact has not been provided in due time with the data necessary to the execution of the agreement, FullFact shall have the right to suspend the execution of the agreement and/or to charge the client for the additional costs resulting from the delay at the generally accepted rates.
- 5.6 Hereby meant particularly, yet not exclusively, is the making of (urgent) decisions on time. Urgent decisions shall be made by client within 24 (twenty four) hours after FullFact has requested this and provided the relevant information. If no decision is made, FullFact shall make a temporary decision and continue the work activities as the decision has been made by client.
- 5.7 If parties have agreed that the agreement will be executed in stages, FullFact can suspend the execution of the parts belonging to a following stage until the client has approved in writing the results of the stage prior to it.

6 Suspension and Dissolution

- 6.1 If it is shown during the execution of the agreement that the work to be done needs to be changed and supplemented in order to ensure its proper execution, parties shall adapt the agreement accordingly in due time and in mutual consultations.
- 6.2 If parties agree that the agreement needs to be changed or supplemented, this decision may influence the time of completion of the execution. FullFact shall inform the client thereof as soon as possible.
- 6.3 Should the change or supplement to the agreement have any financial and/or qualitative consequences, FullFact shall inform client thereof in advance.
- 6.4 If a fixed fee has been agreed upon then user shall indicate the degree to which the change or supplement to the agreement will result in an increase of said fee.
- 6.5 Contrary to the conditions of paragraph 6.3, FullFact shall not be able to charge additional costs if the change or supplement is the result of circumstances attributable to FullFact.
- 6.6 FullFact shall be allowed to charge on price increases, if changes in price have occurred between the time of offer and the time of delivery with respect to, e.g., salaries and wages as well as if the power to increase the price is the result of a power given to the user by law or if FullFact is obligated to increase the price by (virtue of) law. FullFact shall furthermore be able to increase the fee when it is shown during the execution of the work that the volume of work initially agreed upon or expected when the contract was concluded, was underestimated to such a degree, and this through no fault of FullFact, that FullFact cannot be expected in reasonableness to do the work agreed upon for the fee initially agreed upon. In that case FullFact shall notify the client of his intention to increase the fee or the hourly rate, whereby FullFact shall communicate the volume of said increase and the date on which it shall take effect.
- 6.7 If FullFact and the client agree upon a fixed fee or an hourly rate, FullFact shall nevertheless be entitled to increase this fee of rate.
- 6.8 FullFact shall be authorised to suspend the fulfilment of the obligations under the agreement or to dissolve the agreement, in the event that:
- client does not fulfill or does not fully fulfill his obligations resulting from the agreement
 - after the agreement has been concluded, FullFact learns of circumstances giving good ground to fear that the client will not fulfill his obligations. If good ground exists to fear that the client will only partially or improperly fulfil his obligations, suspension shall only be allowed in so far the shortcoming justifies such action.

- client was asked to furnish security to guarantee the fulfillment of his obligations resulting from the agreement when the contract was concluded and that this security is not provided or insufficient.
- 6.9 FullFact shall furthermore be authorised to dissolve the agreement (have the agreement dissolved) if circumstances arise of such a nature that fulfilment of the obligations becomes impossible or can no longer be demanded in accordance with the requirements of reasonableness and fairness, or if other circumstances arise of such a nature that the unaltered maintenance of the agreement can no longer be demanded in all reasonableness.
- 6.10 If the agreement is dissolved, FullFact's claims against the client shall be forthwith due and payable. If FullFact suspends fulfillment of his obligations, he shall retain his rights under the law and the agreement.
- 6.11 FullFact shall always retain the right to claim damages.

7 Payment and collection charges

- 7.1 Payment must be made within 30 days from the date of invoice, in a way to be indicated by FullFact and in the currency in which the statement of expenses was drawn up. Contestation of the amount of the statements of expenses shall not suspend the fulfillment of the payment obligation.
- 7.2 If client fails to fulfill his payment obligations within the term of 30 days, then client shall be in default by operations of law. In that event, client shall owe an interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate shall apply. The interest on the amount due and payable shall be calculated as from the day the client is in default until the moment he has paid the amount in full.
- 7.3 FullFact's claims against client shall become due on demand in the event that client's company wound up, attached, declared bankrupt, or if a suspension of payment is granted.
- 7.4 FullFact shall be entitled to have the payments made by the client go first of all to reduce the costs, subsequently to reduce the interest still due and finally to reduce the principal sum and the current interest. FullFact shall have the right, without this leading FullFact to be in default, to refuse an offer for payment, if the client designates a different sequence of attribution. FullFact shall be entitled to refuse payment of the principal sum, if said payment does not include the interest still due, the current interest and the costs.
- 7.5 If the client fails to fulfill his obligations (in due time) or defaults on them, then all reasonable costs incurred to have all extra judicial costs and debts paid shall be borne by the client. If the client remains in default of payment within the set time period, he forfeits a immediately payable fine of 15% on the amount due at that moment. This with a minimum of EUR 50 (fifty euros).
- 7.6 If FullFact demonstrates that he has incurred higher expenses, which were necessary in reason, said expenses shall also qualify for reimbursement.
- 7.7 The reasonable judicial and execution costs possibly incurred shall equally be borne by the client.
- 7.8 The client shall owe interest over the made collection charges.
- 7.5 After a client has been declared in default, all the extrajudicial costs which FullFact can reasonably be expected to incur in order to obtain payment may be charged to the client and shall be calculated in accordance with the collection rates set by the Netherlands Bar, with a minimum amount of EUR 100 (one hundred euros), excluding any turnover tax due, for every invoice which remains unpaid (or partially unpaid).
- 7.6 Insofar the delivery or the provided services have been made in phases; FullFact obtains the right to demand payment after fulfillment of each phase.

8 Retention of Title

- 8.1 The risk of loss of, or damage to the products being the subject of the agreement, shall be transferred to the client the moment said products are judicially and/or actually delivered to the client and therefore fall into the power of the client or of third parties to be appointed by the client
- 8.2 The ownership of the products delivered shall remain with FullFact, until the products have been fully paid for. The risk of products shall pass on to client when products are delivered.
- 8.3 FullFact retains the right, if client is negligent, to remove the products, provided by FullFact. If the client, after exhortation, does not cooperate, client has to forfeit a fine of EUR 500 (five hundred euro), portion of day is included.
- 8.4 User shall remain the full owner of the delivered goods until the purchase price has been paid in full.

9 Guarantee

- 9.1 The guarantee responsibilities of FullFact shall only apply, if this has been agreed upon in writing for a certain period of time.
- 9.2 Software, products, documents, delivered by FullFact only have to meet certain specifications and other demands if they are agreed upon in writing.
- 9.3 If FullFact has undertaken that the software supplied operates in a particular environment, this undertaking shall only apply to the environments with which FullFact is familiar or those submitted by the client. Any changes to the environment in which the software has to operate shall cause the undertaking from FullFact that the software operates to lapse.
- 9.4 The guarantee detailed under 9.2 is equally applicable even if the software/goods/services to be supplied are intended for use abroad and, at the time the agreement was entered into, the client gave explicit written notice of this fact to FullFact.
- 9.5 The guarantees given by FullFact imply its obligation to remedy any faults and shortcomings in the services provided or to carry out the service again or in some other way to achieve the results agreed on. FullFact has no guarantee obligations in respect of licences provided by third parties, these guarantee obligations rest with the relevant manufactures. FullFact may also choose to repay the prices charged if there are shortcomings in the services or the products designed by FullFact. FullFact shall never be liable towards a client for any other damages.

- 9.6 Possible visible shortcomings must be communicated in writing to FullFact within 14 days following delivery and this together with the simultaneous submission of the certificate of guarantee and the defect good, unless the latter is impossible or unreasonably onerous. The client must inform FullFact of a non-visible defect within 14 days following its detection, but in any case before the guarantee period expires, observing the stipulations of the previous paragraph of the present article. When the guarantee period has expired, FullFact shall be entitled to charge the client for all repair or replacement costs, including administration and shipment costs as well as call-out charges.
- 9.7 The burden of proof regarding the inability of any software supplied by FullFact to fulfil the requirements laid down lies with the client. In order to fulfil this burden of proof, the client must, as soon as a shortcoming is discovered, record in writing all the actions which preceded the discovery and any related circumstances and do everything reasonably possible to ensure the cause of the problem can be traced.
- 9.8 In all the situations indicated by the software or in situations where the client could reasonably be expected to be aware that for the good and safe operation of the software this is essential, the client should make a back-up of his/her databases, and whatever the situation this should be undertaken at least once a day. Should the client fail to do this, FullFact shall never be liable for the costs of reproducing damaged or lost data nor for any damages or loss of profit suffered by the client, including the loss suffered due to the company being at a standstill.
- 9.9 At all times, the client should make it possible for FullFact to demonstrate that the products or services supplied fulfil the agreed results. To this end, the client should make available to FullFact unlimited equipment, materials, data carriers and data, whether or not on data carriers, any failure to do so shall result in the lapse of every (guarantee) obligation on the part of FullFact.
- 9.10 If the goods/products to be supplied do not fulfill these guarantees, FullFact shall, within a reasonable period of having received the returned goods or, if returning the goods is not reasonably possible, of having received written notice of the shortcoming from the client, choose whether to replace the goods or to be responsible for their repair. In the case of replacement, the client undertakes herewith to return the goods/products to be replaced to FullFact and to furnish FullFact with the ownership of such.
- 9.11 Guarantee does not apply when damage is caused by improper use or handling, by client or third parties, without written agreement by FullFact. Guarantee does not apply when product has been modified by client or third parties for purposes the product is not meant for.
- 9.12 FullFact's guarantees contained in this article do not extend to the client's clients. The guarantee obligation lapses if the client does not strictly abide by, or has not strictly abided by, his/her contractual obligations. The guarantee shall also lapse if the client, independently and without the explicit written consent of FullFact, makes changes to the results of any of the products and services supplied by FullFact.
- 9.13 Invoking a guarantee shall not entitle the client to defer his/her payment of the due price to FullFact.

10 Support and Maintenance

- 10.1 Support includes the rendering of support by telephone or in writing, as described in the document UpToDate Service. FullFact solely offer the support of products, provided by FullFact and/or third party, as agreed with FullFact and the concerned third party.
- 10.2 The terms of maintenance and support are described in the definitions set in the document UpToDate Service terms and conditions.
- 10.3 For repairs of malfunctions and maintenance of the software, provided by FullFact, the client can solely turn to FullFact. Only if FullFact has clearly made notable that the repair or maintenance can not or merely be done with high imbursement, the client can turn to a third party.
- 10.4 The start, duration and termination of maintenance and support has been set in the document UpToDate Service terms and conditions.

11 Liability

- 11.1 If the goods delivered by FullFact are defective, FullFact's liability vis à vis the client shall be limited to the arrangements made in the present terms and conditions under "Guarantee".
- 11.2 FullFact shall not be held liable for damage, of any kind or extent, consequential loss included, when damage is caused by or in relation to the execution of the agreement with client, hereby includes negligence of third parties, brought on by FullFact, unless FullFact can be blamed of intended or crude negligence.
- 11.3 If FullFact, in all reason, shall have to make costs or other expenses, to avoid or rectify (further) circumstances which prevent the execution of the product or service, the client shall reimburse these costs.
- 11.4 FullFact shall not be hold liable for damages, of any kind, caused by incomplete or incorrect records, provided by client, unless FullFact was notified in advance of the nature of these records.
- 11.5 When the producer of a defective good is liable for consequential damage, the user's liability shall be limited to repairing or replacing the defective good, or to returning the purchase price.
- 11.6 Without prejudice to the above, user shall not be liable if the damage is attributable to intentional act or omission and / or gross negligence and / or imputable actions, or to injudicious or improper use on the part of the client.
- 11.7 The limitations of liability for direct damage contained in the present terms and conditions shall not apply if the damage is due to intentional act or omission or gross negligence on the part of user or his subordinates.

12 Force Majeure

- 12.1 Parties shall not be held to fulfill any of their obligations if they are hindered to do so due to a circumstance through no fault of their own and which cannot be attributed to them by virtue of law, a legal action or generally accepted practice.
- 12.2 In addition to the provisions of the law and the judge-made law in this respect, force majeure shall in the present general terms and conditions furthermore be understood to be any external circumstance, be it envisaged or not, on which

- FullFact cannot have any influence but which prevents user from fulfilling the obligations. Industrial action at FullFact's company shall also be understood to be a circumstance of force majeure.
- 12.3 FullFact shall also be entitled to invoke force majeure if the circumstance rendering (further) fulfillment of the obligation(s) impossible, commences after the point in time on which FullFact should have fulfilled his obligation.
- 12.4 Throughout the duration of the circumstances of force majeure, parties shall be entitled to suspend the fulfillment of their obligations. If this period lasts for more than two months, either of the parties shall be entitled to dissolve the agreement without any obligation to pay the opposite party damages.
- 12.5 Insofar FullFact has already partially fulfilled his obligations resulting from the agreement at the moment the circumstance of force majeure commenced or shall be able to fulfill them and insofar separate value can be attributed to the part already fulfilled or still to be fulfilled respectively, FullFact shall be entitled to separately invoice the part already fulfilled or still to be fulfilled respectively. The client shall be held to pay this invoice as if it were a separate agreement.
- 13 Intellectual Property and Copyrights**
- 13.1 Without prejudice to the other stipulations of the present general terms and conditions, FullFact shall reserve the rights and authorities to which user is entitled under the Copyright Act.
- 13.2 The client shall protect FullFact against claims of third parties, concerning rights of intellectual property and copyright of the by client provided material or records, which are used for the execution of the agreement.
- 13.3 The copyright belongs to FullFact or one of the suppliers of FullFact. Client shall agree that he will give no reason or cause for any breach of this copyright.
- 13.4 FullFact shall grant the non-exclusive right to install and use ONE copy, as described in the agreement, on ONE system. The client shall not obtain any other right. The consumer right shall extend to documentation delivered with the product.
- 13.5 The operation right shall apply, after the concerned product has been paid by client and the client has received a written notification of the license. The operation right includes standard adjustments and new versions of the product, which shall be provided to the client.
- 13.6 The client shall not be allowed to handle or use the product any other way the client has specified during acceptance of the agreement with FullFact.
- 13.7 The client shall not be allowed to sell or provide the delivered product to third parties, without written agreement by FullFact.
- 13.8 The client shall not be allowed to introduce changes to the goods and material provided, unless the nature of the delivered goods and material dictates otherwise or if agreed upon otherwise in writing.
- 13.9 The client shall not be allowed to manufacture or bring software on the market that resembles FullFact delivered software in ways that it can only be based of FullFact delivered products, or promote these actions.
- 13.10 The client is not allowed to try to or break the security against illegal reproduction or distribution.
- 13.11 The client shall not be allowed to investigate or reproduce ideas, logic, software principles, definitions, theoretical models or algorithms used by the product, provided by FullFact. The client is not allowed to study the results or behavior of the software, for other purposes meant than learning of use in organization or own household. Every analysis and every detail about the use of the software, which has been received are covered by this ban.
- 13.12 The client shall not be allowed to adapt, further develop the product, or change the essence of the product, provided by FullFact.
- 13.13 The information that is needed to merge other software or product with software provided by FullFact shall only be obtainable on request by FullFact. The client shall not be allowed to merge other software with FullFact's software, without consulting FullFact. FullFact retains the right to refuse to give out this information. The information, provided by FullFact can only be used for the purpose that FullFact has set. The client is bound to secrecy and may not give out this information for other purposes or third parties.
- 13.14 The client is allowed to make two copies of the program for safety purposes, unless FullFact says otherwise. These copies shall not be used by client and shall only be used to replace the damaged original or if the original has become obsolete.
- 13.15 Fullfact is under no circumstances obligated to provide the source code of delivered product to client or third parties that in any way provides insight in the essence of the product.
- 13.16 If client, or legal person whose behavior or negligence can be hold accountable to client, violates the intellectual ownership and property, as described in article, the client is obligated to pay a sum of EUR 10.000 per fine, to multiply with EUR 500 per day that the violation continues.
- 14 Confidential information and non-acquisition clause**
- 14.1 The information, provided by FullFact, of the delivered product, including a possible manual, delivered with the product, is bound to secrecy of client.
- 14.2 The client is bound to secrecy to third parties, concerning all delivered products, including information concerning the product and its function.
- 14.3 The client is forbidden, other than with permission of FullFact, to use the knowledge or expertise of any employee of FullFact. This ban is valid, until the period of two years has passed since termination of employment. The client is forbidden to, on any way, encourage this by third parties.
- 14.4 The client shall be bound to secrecy of information concerning the product. The client shall be obligated to do every thing possible to withhold this information to others. The client will be hold liable for all consequences, losses or damages, that have been made to FullFact as a consequence of the break if this article.
- 14.5 When the client is in violation, of therefore articles, FullFact has the right to forfeit a fine of EUR 200.000 (two hundred thousand euros) and extra damage compensation.



15 Applicable Law

- 15.1 Dutch law shall apply to each and every agreement between FullFact and the client. The Vienna Sales Convention shall be explicitly excluded.
- 15.2 The Court in FullFact's place of business shall have exclusive jurisdiction to hear actions, unless the District Court is the competent Court. FullFact shall nevertheless be entitled to submit the dispute to the Court deemed competent by the law.
- 15.3 Parties shall only refer the matter to the court if they have done their utmost to solve the dispute in mutual consultations.

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