



Amsio B.V.  
Noordzee 10/A 3144 DB Maassluis  
PO box 505 3140 AM Maassluis  
The Netherlands

These General Terms and Conditions apply to all offers and agreements between Amsio and the Client, unless expressly agreed otherwise in writing. Provisions or conditions set by the Client that deviate from or are not included in these General Terms and Conditions shall only apply to Amsio if and in so far as they have been expressly agreed to in writing by Amsio.  
*Version 2.0*

## Section 1. Definitions

1.1. Amsio: The business Amsio BV, with its registered office in Maassluis, Chamber of Commerce number 52396355.

1.2. AmsioCloud: The Infrastructure-as-a-Service service granting the Client access to cloud infrastructure with the ability to manage the Service itself using the Control Portals.

1.3. AmsioManaged: The Amsio hosting service as agreed in the managed Services Contract.

1.4. Client: The natural or legal entity that has concluded a contract with Amsio, or to whom Amsio has issued an offer for this purpose.

1.5. Control Portals: the online environments made available to the Client by Amsio for the purposes of requesting, managing, configuring and communication on Services. This environment can be accessed via the Websites or API (among other ways).

1.6. General Terms and Conditions: The provisions contained in the present document.

1.7. Service: The service or services provided by Amsio to the Client, that are described in the Contract.

1.8. Contract: The agreement between Amsio and the Client, subject to which Amsio shall perform the Service. If the Contract includes attachments, the term 'Master Agreement' shall be used to refer to the document as a whole.

1.9. Materials: Items such as websites, company logos, images, audio, video, software, scripts, designs, documentation, analyses, recommendations, reports and offers, including the relevant preparatory materials.

1.10. Environment: The hardware and software required for the Service;

1.11. SLA: The Amsio Service Level Agreement.

1.12. Ticket: An electronic notification from Amsio sent via the Control Portals or via e-mail.

1.13. Upgrade: increased server resources, including (but not limited to) memory, CPU and storage.

1.14. Website: [www.amsio.com](http://www.amsio.com)

## Section 2. Offer and acceptance

2.1. Amsio will draw up a Contract offer for AmsioManaged, specifying what the service includes and the amounts to be charged. Only the description of the Service provided in the offer will be binding.





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The website information is obligation-free, and is only intended as an invitation to enter into negotiations. Changes to the description of AmsioManaged shall be considered changes to the Contract. Offers are obligation-free, and valid for 30 days after sending by Amsio unless otherwise indicated in the offer.

2.2. AmsioCloud will be offered via the Control Portals, where the Client can configure the service itself. By accepting the AmsioCloud agreement in advance, the Client will proceed immediately to delivery.

2.3. An offer shall cease to apply if it transpires that information provided by the Client is untrue, or that the person who provided it is not authorised to do so. If the above does not come to light until after acceptance, Amsio shall be entitled to terminate the Contract immediately in accordance with Section 13.

2.4. The Client must accept the offer via one of the channels specified by Amsio, taking the relevant criteria into consideration. The Contract shall enter into force when Amsio receives notification of acceptance by the Client via one of the channels specified by Amsio.

2.5. Acceptance of an offer via electronic means is only possible once the Client has provided an e-mail address and Amsio has verified that the address works and that it belongs to the Client. After acceptance, Amsio will be able to use this e-mail address for all communication concerning the Contract (see also Section 3.3).

2.6. If the Client has not explicitly accepted the offer, but still agrees (or gives the impression that it agrees) to Amsio providing services under the Contract, the offer will be deemed to have been accepted despite the provisions in the immediately preceding paragraph.

2.7. Supplementary conditions may apply to specific sections of the Contract. Amsio will issue these to the Client in good time. By making use of these sections, the Client agrees to these supplementary conditions. In the event of a conflict between these General Terms and Conditions and the supplementary conditions, the supplementary conditions will prevail.

### **Section 3. Performance of the Services**

3.1. Once the Contract is in force, Amsio will proceed to perform the Services as quickly as possible in accordance with the offer, taking any reasonable requests of the Client into consideration. If certain parts of the Service need to be paid for in advance, Amsio shall not be required to provide these until the payments have been made by the Client. All services will be performed by Amsio extremely carefully and professionally, in a manner as may be expected from a colleague acting reasonably under similar circumstances.

3.2. The Client must act in a way that can reasonably be considered necessary and desirable in order to enable prompt and correct performance of the Service. More specifically, the Client shall provide Amsio in a timely manner with all information Amsio has specified as necessary or that the Client can reasonably be expected to realise is necessary for the performance of the Service.

3.3. The Client must also ensure that Amsio always has a working e-mail address for the Client. Amsio may send all notifications and questions to this e-mail address. The Client must therefore regularly





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check the mailbox linked to this e-mail address. The Client shall be responsible for any failure to respond to Amsio e-mails sent to this e-mail address.

3.4. Any delivery periods stated by Amsio will be considered approximate only, unless they are deadlines that have been expressly agreed in the Contract. Failure to meet the agreed deadlines for any reason whatsoever will not confer any entitlement to compensation, unless agreed otherwise in writing. Even if a deadline has been agreed, Amsio will only be in breach after the Client has served Amsio with notice of default, except in cases prescribed as mandatory under the law, in which default will apply by operation of law.

3.5. If it is a part of the Service, Amsio shall issue the Client with an administrative username and password for the purposes for which they are intended. Among other things, these details will give the Client access to the Control Portal, which will allow it to manage the Service as it desires.

3.6. The Client is prohibited from providing the username issued or accounts created by Amsio for the Control Portals to third parties, or to use them for purposes other than those specified. However, the Client is entitled to provide third parties in its employ with the details necessary for the performance of the duties for which it is authorised under the Contract.

3.7. Any action performed via the Control Portals of an individual user will be considered to be under the Client's own responsibility and at its own risk, unless it is a normal management task and the result can be attributed to a shortcoming on the part of Amsio. If the Client suspects that the Control Portals have been misused, it must notify Amsio as soon as possible so that Amsio can take appropriate measures.

3.8. If and in so far as a proper performance of the Service so requires, Amsio has the right to have certain work carried out or services provided by third parties. Amsio will inform the Client of such in good time, and provide documentation for any related additional costs. Amsio will have these tasks carried out subject to the Client's approval.

3.9. Amsio has the right to suspend or limit performance of the Service temporarily or permanently if it believes that the Client is failing to fulfil a Contractual obligation towards Amsio or that it is acting contrary to these General Terms and Conditions. Any such suspension or limitation must be proportional to the nature of the shortcoming on the part of the Client. Amsio may demand security from the Client prior to the (full) resumption of service levels.

#### **Section 4. Delivery and commencing operation of the environment**

4.1. Amsio will configure the Environment in accordance with the Contract and deliver it to the Client when, in its professional opinion, Amsio believes that it satisfies the specifications and is suitable for use. Within 14 days of delivery, the Client must evaluate and either approve or reject the environment. If the Client does not issue a rejection within this period, the supplied Environment shall be considered to have been accepted.

4.2. If the Environment is delivered in stages, after completion of each stage the Client must accept/reject the relevant section of the Environment in the manner described in the previous



paragraph. The Client may not base the acceptance or rejection of a later stage on aspects that were approved in a previous stage.

4.3. If the Client rejects the Environment either wholly or in part, Amsio shall endeavour to rectify the cause of the rejection as soon as possible. It may do so by revising the products delivered, or by explaining why the reason for the rejection does not apply. The Client will then have a period of fifteen days in which to either accept or reject the revision or explanation.

4.4. If the Client again rejects the products delivered following the revision/explanation, Amsio shall be entitled to charge an hourly rate for the performance of all subsequent revisions.

## **Section 5. Modifications and additional/less work**

5.1. All modifications to the Service and all work that falls outside the Service, whether at the Client's request or as the result of system modifications being necessary for any reason whatsoever, shall be considered additional work (if extra costs are incurred) or a reduction to the amount of work (if there are fewer costs as a result).

5.2. Additional/less work will be invoiced to the Client based on subsequent calculation according to Amsio's standard hourly rates as communicated to the Client, rounded off to the nearest half-hour. Work taking less than half an hour, however, will be rounded up to half an hour.

5.3. If Amsio must perform more work than agreed on due to circumstances of which it was not aware at the time when the offer was made or accepted, or if it must perform work under circumstances that prove to be less acceptable than they seemed or should have seemed upon entering into the Contract, Amsio shall be entitled to charge the Client for the associated extra costs.

5.4. One criterion for entitlement to the previous paragraph is that Amsio has informed the Client in good time of the circumstances and additional costs as described therein. If the Client cannot agree to the relevant additional costs, it will still be entitled to cancel the remaining part of the work not yet performed, however without the right to a refund or annulment of the additional work already performed.

## **Section 6. Availability of systems**

6.1. Amsio guarantees the uninterrupted availability of the Service as outlined in the Service Level Agreement (which is part of the Contract).

6.2. Unless determined otherwise in the SLA, for Services that are supplied wholly or partially via Amsio systems and/or networks, Amsio shall endeavour to realise uninterrupted availability of these systems and networks, as well as access to data saved by the Client.

6.3. Amsio has an optional backup service available for all of its Services. This backup service must be included as an integrated part of the Contract before Amsio can be considered responsible for creating data backups. After signing, the data covered by backups will be agreed on via e-mail, Tickets and/or an Agreements and Procedures File (In Dutch: DAP), unless it is possible for the Client to configure the backup itself via the Control Portals. If the Client has not opted for the optional



backup service, Amsio shall not be responsible for restoring data and/or any settings with relation to the purchased Service.

6.4. Amsio shall endeavour to ensure that the Client can use the networks that are linked directly or indirectly to the Amsio network. However, Amsio cannot guarantee that these networks will be available at any particular time. The use of third-party networks may be subject to statutory and/or contractual conditions. Amsio shall endeavour to inform the Client of such in good time.

6.5. Amsio can offer filters for certain aspects of the Service (such as e-mail) that the Client can use to block undesired content (such as viruses or advertisements) in the Amsio systems. Amsio shall do everything within its power to ensure that these filters function correctly. However, Amsio cannot guarantee that the filters will always permit or block the correct messages, or that removing part of a message will leave the remaining content intact. If such filters are used, the Client therefore accepts the risk and responsibility appurtenant to their functioning.

6.6. If Amsio believes that the performance of Amsio or third-party infrastructures or networks or the services provided by a network are under threat, particularly due to the excessive sending of e-mail or other data, hacking attempts, (D)DoS attacks, poorly secured systems, or activity of viruses, Trojan horses or similar software, Amsio shall be entitled to take all measures that it reasonably considers necessary as a careful and competent Contractor in order to avert or eliminate the threat, without any obligation to provide compensation. If reasonably feasible, Amsio shall consult with the Client beforehand.

6.7. In the event of force majeure, which shall in any case include blackouts or disruptions to the internet or telecommunications infrastructure, (D)DoS attacks, power failures, internal civil commotions, mobilisation, war, traffic congestion, strikes, lockouts, business interruptions, stagnation in supply, fire, floods, import/export delays, or in the event that Amsio is unable to provide services due to its suppliers (for any reason whatsoever) meaning Amsio cannot reasonably be expected to fulfil the Contract, performance of the Contract shall be suspended or the Contract terminated if force majeure has continued for longer than fourteen days, without the obligation to pay any compensation.

## **Section 7. Hosting, the cloud, virtual servers and related services**

7.1. If the Service includes the storage and/or forwarding of data submitted by the Client to third parties, such as a hosting service (physical or virtual) or sending e-mail, the provisions in this Section shall apply.

7.2. The Client shall refrain from saving and/or distributing data (or having it saved/distributed) that is in violation of Dutch law, including, but not limited to, data that:

- is abusive, bothersome, insulting, racist, discriminatory or hatemongering;
- is erotic or pornographic, unless explicitly permitted by the offer or a specific notification by Amsio;
- infringes on the rights of third parties, which shall in any case include (but not be limited to) copyright, trademark rights and portrait rights;



- result in damage to the personal lives of third parties, in any case including (but not limited to) the unauthorised or needless distribution of the personal details of third parties, or the repeated harassment of third parties using undesired communication;
- contains hyperlinks, torrents or comparable information that the Client knows (or should know) link to material that infringes the rights of third parties;
- contains commercial, charitable or idealistic communication in a manner that is in conflict with the Telecommunications Act or other relevant Dutch legislation; or
- contains malicious content such as viruses or spyware.

7.3. The Client shall refrain from bothering other Clients or internet users, and from adversely affecting (the performance of) servers or the software or data they contain. The Client is prohibited from implementing processes or programmes, via the server or otherwise, that it knows or can reasonably be expected to suspect will be bothersome or damaging to other Amsio Clients or internet users. Such processes and programmes include, but are not limited to, IRC chatbots.

7.4. If Amsio reasonably suspects that the Client is acting in breach of one of the above-mentioned provisions, Amsio shall be entitled to take any and all measures it deems reasonably necessary as a careful and competent contractor to put an end to the breach. If reasonably feasible, Amsio shall consult with the Client beforehand. Amsio shall inform the Client of any measures. However, Amsio shall never be held liable for any compensation as the result of these measures.

7.6. If Amsio receives a complaint from a third party concerning the Client's use of the Service, Amsio shall process the complaint according to the Notice-and-Takedown Procedure, available from Amsio upon request. The provisions of the previous paragraph shall apply mutatis mutandis, provided that Amsio believes the complaint is justified. Amsio shall then also be entitled to supply identifying data concerning the Client to the complainant, but only if illegal activities have been sufficiently ascertained and substantial interests depend on the acquisition of such data.

7.7. The Client shall have no access to the configurations made by Amsio (e.g. cluster-hosting settings). These configurations will under no circumstances be released by Amsio if the Contract is terminated. They shall be deleted by Amsio. The Client shall not be entitled to refunds of installation and configuration costs. Parties may reach alternative agreements as part of a separate exit scheme.

7.8. The Client indemnifies Amsio of all legal claims concerning the data, information, website(s), etc. stored by the Client.

7.9. In addition to its legal obligations, any damage resulting from professional incompetence or failing to act in accordance with the aforementioned provisions shall be for the Client's account.

## Section 8. Domain names and IP addresses

8.1. The Client is itself responsible for obtaining any domain names required for the service, and for keeping them active. At the Client's request, Amsio can supply or arrange for IP addresses or when requesting IP addresses for the Service.

8.2. The requesting, allocation and potential use of one or more IP addresses is dependent on and





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subject to the applicable regulations and procedures of the relevant registration organisations, including the Réseaux IP Européens Network Coordination Centre (RIPE NCC). The relevant organisation will decide on the allocation of an IP address. Amsio only fulfils a mediating role in such requests, and cannot guarantee that any such request will be approved. The Client must conform to the regulations set by the registration organisations concerning the application for, and allocation and use of, IP addresses.

8.3. Commencing use of the IP address is the only valid confirmation to the Client that the registration has taken place. An invoice for registration costs is not a confirmation of registration.

8.4. Amsio cannot be held liable for loss of the Client's IP address, or for the fact that an IP address is used by a third party at a particular time, except when a specific IP address has been explicitly promised to the Client and Amsio nevertheless assigns the IP address to another party intentionally or through wilful recklessness. Amsio can never be held liable if RIPE NCC or any other organisation forces it to return an IP address.

8.5. Amsio has the right to render an IP address inaccessible or unusable if the Client is demonstrably in default concerning fulfilment of the Contract, however only while the Client remains in default and after expiry of a reasonable period in which to fulfil the Contract and subject to a written notice of default having been sent.

## Section 9. Intellectual property rights

9.1. Amsio or its suppliers shall retain all intellectual property rights to all Materials developed or made available as part of the Service.

9.2. The Client shall only receive the usage rights and authorisations that arise under the Contract or that are assigned in writing, and the Client shall neither reproduce nor publicise the materials, except as otherwise required by mandatory provisions in the Copyright Act.

9.3. The client is not permitted to remove or change any designation of copyrights, brands, trade names or other intellectual property rights on the Materials, including designations regarding the confidential nature and confidentiality of the Materials.

9.4. Amsio may use technical measures to protect the Materials. If Amsio has secured the Materials by means of technical protection, the Client is not permitted to remove or circumvent this security protection.

9.5. If Materials issued to Amsio by the Client are protected by any intellectual property rights, the Client must always ensure that it is in possession of all necessary licences to issue the Materials to Amsio and for Amsio to use them in order to provide the Service.

9.6. Amsio is entitled to use images, software and third-party components, including open source software, in conjunction with Materials. If the Client obtains the rights to reproduce or publicise these Materials itself, the responsibility for correct adherence to the relevant third-party licences shall lie with the Client. Amsio shall provide the Client with sufficient information concerning the applicable licensing conditions.





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9.7. Only if agreed explicitly in writing may the source code (or an editable version thereof, e.g. in Word or Photoshop formats) of Materials developed and the associated documentation be made available to the Client and shall the client be entitled to modify these Materials.

9.8. The Client may not sell, lease, sublicense or divest any works developed by Amsio, or grant any restricted rights thereto, or make them available to any third party in any way or for any purpose whatsoever, not even if the party in question uses the software solely for the Client's benefit, unless agreed elsewhere in writing or in the event of/in combination with the sale of the Client's relevant business units or activities.

## Article 10. Data and Privacy

10.1. The Client shall assure Amsio that the information and data it presents is correct and complete. The Client shall also guarantee that any Control Portal account changes made are correct, complete and truthful. The Client acknowledges that the entry of incorrect data may lead to a suspension of the Contract. This concerns the following data in particular:

- The Client's full company name, contact person, postal address, e-mail address, telephone number and fax number (if available);
- Additional name and address information of an authorised person for contact purposes.

This information must be altered if necessary.

10.2. Amsio shall inform the Client that personal data will be stored and processed as part of the Service order process, and that personal data may be sent to third parties that are involved in the registration process.

10.3. Amsio shall be authorised to use the data to optimise its services, and for further tailoring of its services to meet the Client's needs.

10.4. The personal data of the Client (or its customers) to be processed by Amsio falls under the Personal Data Protection Act (in Dutch: Wbp), according to the terminology of which the Client is the 'responsible party' (*verantwoordelijke*) and Amsio is the 'processor' (*bewerker*).

10.5. Amsio shall ensure an appropriate security level in view of the risks involved in the way this personal data is processed and the nature of the personal data.

10.6. Amsio shall also guarantee that any who act under its authority, in so far as they have access to the personal data for which the Client is the responsible party, will only process such data at the Client's behest, subject to statutory obligations that prescribe otherwise.

10.7. The Client shall ensure that it will only enter or make personal data available to Amsio in a manner fully consistent with the law.

10.8. If the Client needs to modify, delete or relinquish personal data stored in Amsio's systems as part of a statutory obligation (e.g. under the Personal Data Protection Act), Amsio shall offer its full cooperation. The costs for any such activities may be invoiced separately.





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## Section 11. Confidentiality

11.1. Parties shall treat confidentially all Materials exchanged between them before, during or after performance of the Contract if the Materials are labelled as confidential or if the receiving party is aware or can reasonably be expected to suspect that the Materials were intended to be treated confidentially. The parties shall also impose this duty of confidentiality upon their employees and upon any third party engaged in the performance of this Contract.

11.2. Amsio shall not inspect any data saved and/or distributed by the Client via Amsio's systems, unless this is required for the performance of the Contract or if Amsio is obliged to do so by a statutory provision or judicial order. In such cases, Amsio shall do everything within its power to limit its inspection of the data as much as possible.

11.3. This obligation shall remain in force even after termination of the Contract, irrespective of the reason, for as long as the issuing party can substantiate a reasonable claim to the confidential nature of the Materials.

## Section 12. Prices and payment terms

12.1. All prices are excluding turnover tax (BTW) and other levies imposed by the authorities. Prices given via the Website or the Control Portal are subject to programming, typing and calculation errors. No liability is accepted for the consequences of such errors.

12.2. Amsio is entitled to raise the prices listed in the Contract during the first calendar month of each quarter by a maximum percentage equal to the Category 12.000 index, 'Miscellaneous products and services' as published by Statistics Netherlands in the services price index.

12.3. Amsio shall be entitled to raise prices immediately under the following conditions, without the Client being entitled to terminate the Contract:

- If the price rise is the result of an amendment to the Agreement;
- If the price rise is the result of a price rise by (a) supplier(s) (including energy companies);
- If the price rise arises from an obligation upon Amsio by virtue of the law;
- If the price rise is the result of changing market circumstances or inflation correction.

12.4. Amsio may apply a maximum limit to the volume of data traffic, CPU use, storage, memory and electricity that the Client may use per month under the agreement. If this maximum is exceeded, Amsio shall be authorised to impose additional charges in line with the amounts stated in Amsio's offer or on its price list or Website. No liability will be accepted for the consequences of not being able to send, receive, save or modify data if an agreed limit has been reached for storage space, CPU capacity, memory or data traffic.

If an excessive amount of data traffic occurs due to an external cause (e.g. a DoS attack), Amsio shall be entitled to charge the costs to the Client within reasonable bounds.

12.5. If the Client exceeds its agreed power limits per compartment, Amsio shall be entitled to take any measures necessary to reduce the usage to the maximum permissible level within one working day, after having notified the Client of the excess usage. Any associated costs will be charged to the Client.

12.6. Amsio shall send invoices to the Client for all amounts owed. Invoices will be sent by e-mail,





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unless the client requests invoices by post. Amsio shall be entitled to charge an administration fee for invoices sent by post. This will be stated in advance. Invoices will be sent at the end of the period to which they pertain, unless the offer states that payment must be made in advance. The Client agrees to electronic invoicing by Amsio.

12.7. If the Client believes that the invoice (or part thereof) is incorrect, the Client shall inform Amsio of its objections within fourteen days of the date shown on the invoice. Amsio will then investigate the matter, and issue a new invoice if necessary. While such investigations are underway, the Client must still pay the non-contested part of the invoice by the original deadline.

12.8. The payment deadline for invoices shall be fourteen days after receipt of the invoice, unless otherwise stated on the invoice or agreed otherwise in the Contract.

12.9. If the Client does not pay on time, it shall be in default by operation of law as of fourteen days after the payment deadline, without any notification of default being required.

12.10 If an amount owed is not paid by the payment deadline, statutory interest will be charged on the outstanding invoice amount without further notice of default required by Amsio. The Client shall also be required to pay in full all extrajudicial (debt-collection) expenses (including the costs incurred for the drawing up and sending of warnings, conducting settlement negotiations and other actions in preparation for potential legal proceedings), as well as legal costs. An additional registration fee of €25.00 will be charged over and above the extrajudicial collection costs.

12.11. Claims for payment shall be immediately due and payable if the Client is declared bankrupt, applies for suspension of payment or if a general seizure of Client assets is imposed, if the Client dies, or if it enters into liquidation or is wound-up.

12.12. In the above cases, and in any event sixty days after the date on the claim for payment, Amsio shall have the right to terminate or suspend performance of the Contract or any as yet unperformed section thereof without any notice of default or legal intervention being required, and without any ensuing right to compensation for the Client. This shall, in any case, include the temporary or permanent cessation of the Service or parts thereof. Upon resuming the suspended Service (or parts thereof), Amsio shall be entitled to charge reconnection costs. If the Service is subject to payment in advance, Amsio shall have the right to terminate or suspend the Service as soon as the advance payment has been spent.

12.13. If Amsio must incur additional expenses or provides additional services due to the Client's actions, Amsio shall be entitled to charge these to the Client. Here, 'Client's actions' shall include incomplete applications, tardy responses, incorrect information, negligence and duplications.

### **Section 13. Liability**

13.1. Amsio's liability for direct losses suffered by the Client as the result of an attributable failure by Amsio to perform its obligations under this Contract (expressly including any shortcomings in meeting a guarantee commitment agreed on with the Client) or as the result of illegal actions on the part of Amsio, its employees or third parties hired by Amsio, shall be limited per instance or series of related instances to an amount equal to the payments owed by the Client under this Contract for the



previous three months (excluding VAT). However, in no circumstances will the total amount of compensation for the Client's direct losses exceed the sum of EUR 50,000 (excluding VAT) per year.

13.2. The liability of Amsio for indirect loss, including consequential loss, loss of profit, missed savings, loss of business/other data and loss caused by stagnation of business, is excluded.

13.3. Apart from the circumstances referred to in Section 12(1) and 12(2), Amsio has no other liability to pay compensation, whatever the grounds on which any compensation claim would be based. The maximum amount referred to in Section 12(1) shall, however, be cancelled if and in so far as the damage is the consequence of gross negligence or intention on the part of Amsio's managerial staff.

13.4. Any liability of Amsio due to an attributable failure in the fulfilment of the Contract shall only arise if a) the Client immediately and properly declares Amsio to be in default, giving Amsio a reasonable period in which to remedy the failure, and b) Amsio continues to fail attributable in the fulfilment of its obligations after such period. The notice of default must contain a description of the shortcoming that is as detailed as possible to enable Amsio to respond effectively.

13.5. The Client's right to claim under Section 6:271 of the Dutch Civil Code is excluded.

13.6. Amsio shall never be considered liable for damage or loss as the result of force majeure (Section 6(7)).

13.7. A right to compensation may only arise if the Client reports the loss to Amsio in writing within 30 working days after the claim has arisen.

13.8. The Client indemnifies Amsio against any claims by third parties concerning liability as the result of a defective Service supplied by the Client to a third party that consisted (in whole or in part) of products, materials or results supplied by Amsio.

## Section 14. Term and Termination

14.1. The AmsioManaged Contract is entered into for a period of twelve months, unless agreed elsewhere in writing. Unless agreed elsewhere in writing, and barring a valid termination or explicit renewal of the Contract at the end of the term with due observance of a two-month notice period, the Contract will be automatically extended each time by a period of twelve months. If the client is a natural person not acting in the capacity of a business or profession, the automatic renewal for monthly subscriptions will be for one month at a time.

Standard AmsioCloud Contracts will be entered into for an indefinite period, and may be terminated by either Party at any time unless otherwise agreed.

14.2. If, at the Client's request, Amsio modifies or Upgrades the Service, the modification or Upgrade shall be entered into for the remaining term of the Contract, unless agreed previously otherwise in the Contract.

14.3. The Client must terminate the Contract via one of the channels specified by Amsio, or (if this is not practicable) via registered letter.

14.4. In the event of cancellation, termination, non-payment or dissolution, for any reason





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whatsoever, Amsio shall be entitled to delete or make inaccessible all stored data, and to delete all accounts that grant access to the Client's Control Portals. In such a case, Amsio shall not be obliged to provide the Client with a copy of this data unless specified otherwise in an exit scheme. Any exit scheme must be agreed in writing.

14.5. If the Client is a natural person not acting in the capacity of a business or profession, the Client shall have the right to terminate the Contract without stating reasons within fourteen days of it coming into force, unless Amsio has already commenced performance of the Contract during this period with the Client's consent.

## **Section 15. Amendments to the General Terms and Conditions**

15.1. Amsio reserves the right to amend or supplement these General Terms and Conditions.

15.2. Amendments shall also apply to previously concluded Contracts, with due observance of a period of 30 days after the announcement of the amendment on the Amsio Website or via electronic messaging. Amendments of lesser importance may be implemented with immediate effect.

15.3. If the Client does not wish to accept an amendment to these terms and conditions that works to its detriment, it must inform Amsio of such prior to the date on which the new conditions enter into force. Amsio may then withdraw the amendment in question, after which it shall no longer apply to the Client. If Amsio does not wish to withdraw the amendment, the Client shall be entitled to terminate the Contract on the date of the amendment or, if the amendment has already taken effect, on the date that notification of termination was received.

## **Section 16. Final Provisions**

16.1. This Contract shall be governed by Dutch law.

16.2. Unless prescribed as mandatory elsewhere under the law, any disputes arising by virtue of this agreement shall be brought before the competent Dutch court in the district where Amsio has its registered offices.

16.3. If any stipulation from this Contract proves to be invalid, this shall not affect the validity of the Contract as a whole. In such a case, Parties shall determine (a) replacement stipulation(s) that approximate(s) as closely as legally possible the import of the original Contract and General Terms and Conditions.

16.4. Information and news on the Amsio Website may be subject to programming and typing errors. The Contract shall prevail in the event of any discrepancy between the Website and the Contract.

16.5. In these Terms and Conditions, 'written' shall also include e-mail and fax communications, provided the identity and integrity of the e-mail can be sufficiently ascertained.

16.6. For the duration of the relationship between the Client and Amsio and for a one-year period thereafter, the Client shall not be permitted to hire Amsio employees or make use of their services either directly or indirectly, without the prior written permission of Amsio. Here, 'Amsio employees'





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shall be defined as persons who either are or were in the employ of Amsio or of one of its affiliated companies no longer than six months ago.

16.7. The received or saved version of any communications received by Amsio shall be considered authentic, unless the Client can supply evidence to the contrary.

16.8. Parties shall always inform one another in writing immediately of any changes to their name, postal address, e-mail address, telephone number and, if requested, bank account number.

16.9. The Client shall give Amsio irrevocable permission to transfer all rights and responsibilities under the Contract to third parties. However, the Client may only transfer its rights and responsibilities under the Contract to third parties subject to the explicit written approval of Amsio.

