

# General Terms and Conditions PerfectView of Efficy Nederland B.V.

## General conditions

### 1. Application of General Terms and Conditions

- 1.1. PerfectView is a trade name of Efficy Nederland B.V..
- 1.2. These General Terms and Conditions apply to all offers and deliveries of PerfectView, of both products and services, and all hereto concluded Agreements by PerfectView.
- 1.3. All offers and other expressions of PerfectView are without obligation, unless PerfectView explicitly states otherwise. The Client is responsible for the accuracy and completeness of the specifications as provided by or on behalf of him and any other data on which PerfectView bases its offers.
- 1.4. The applicability of any purchasing or other conditions of the Client is expressly rejected.
- 1.5. If, based on the Agreement concluded between the parties, the Client consists of several natural persons and / or legal entities, each of these (legal) persons is jointly and severally liable for compliance with the Agreement.
- 1.6. The headings used for articles, sections and tables of contents are for reference purposes only and are not intended to interpret the Agreement.

### 2. Definitions

**Offer:** the Software, services and other goods as offered by PerfectView in digital or written form.

**Designated Location:** the physical location where the Client may install the Software, as indicated in the Agreement.

**Designated Processing Environment:** the hardware and software processing systems on which the Client may use the Software, as indicated in the Agreements.

**Date of Acceptance:** the date on which the Client accepts the services and goods delivered.

**General Conditions:** these general conditions.

**Application Software:** the software and all related Updates and Extensions as released by PerfectView.

**Designated Users:** the maximum number of natural persons mentioned by name who are licensed to use the Software or Products of Third parties, regardless of whether these persons actually use the Software or not.

**Documentation:** the application documentation accompanying the Application Software insofar as the Client has given instructions thereto.

**Applicable hourly rates:** the hourly rates agreed by PerfectView for the performance of its services, or, in the absence of that, the hourly rates that PerfectView has published on its website.

**Users:** the natural persons who make use of the Software.

**Current Release:** the last version of the Application Software as it is offered by PerfectView for general, commercial distribution, including all Updates and Extensions thereof.

**Installation date:** the date on which the Client Release of the Software is installed on the Designated Processing Environment.

**Client:** the person or organization that has placed an order with PerfectView, in digital or in written form, to deliver Software, services or other goods.

**Client Release:** the version of the Software as installed on the Designated Processing Environment.

**Customization:** modification of or extension of the Application Software that has been provided by PerfectView on the basis of a specific agreement. The setting or composing of parameters is not part of Customization.

**Customized Software:** the code of the Application Software as is modified or customized for the Client by PerfectView on the basis of the Agreement and which is licensed to the Client.

**Assignment:** the assignment as given by the Client to PerfectView to perform the services as described in the Offer.

**Agreement:** agreements that exist between PerfectView and the Client, which are the subject of these General Conditions, including a client test account with a limited period of validity.

**Staff:** any support staff as called upon by PerfectView in order to execute the Agreement.

**Products of Third Parties:** the software products of third parties that are provided to the Client under a Sub Licence in accordance with the conditions as provided herein.

**Test Account:** the Agreement that applies for a limited, pre-agreed term, within which term the Client does not pay a fee to PerfectView.

**Software:** the Application Software, the Customized Software, and other by PerfectView developed Software for the Client.

**SaaS:** Software as a Service, the Software provided by PerfectView as an online service via the Internet or another data network.

**Extensions:** Software, or part thereof, or an improvement or addition thereof, or material which is not included in the Software at the moment the licensing agreements are entered into, or which is developed by or on behalf of PerfectView, which modifies the Software in order to provide a function or feature that was originally not present or results in a functional enhancement of the Software. These extensions may be developed at the initiative of PerfectView and are not charged separately.

**Updates:** changes in the logical structure of the Software made by PerfectView to correct errors in the Software provided under the licensing agreements.

**Work assignment:** the document in which the target range is defined for the activities to be performed by PerfectView with respect to the installation of the Application Software.

### 3. Fees and Payment

3.1. All prices are excluding value added tax (VAT) and any other taxes or duties, which may apply. All prices as communicated by PerfectView are given in euros and the Client is required to make all payments in euros.

3.2. The Client cannot derive any rights from any cost estimate or budget as provided by PerfectView, unless the parties agree otherwise in writing. An available budget as expressed by the Client to PerfectView can only be considered an agreed (fixed) price between the parties for the activities to be performed by PerfectView if it is expressly so agreed in writing.

3.3. The Client must pay the prices as agreed in the Agreement. If a periodic payment obligation is required of the Client, PerfectView is entitled to index the Applicable rates per January 1, with a maximum of 5%. If the Agreement does not explicitly provide for the possibility of PerfectView adjusting the prices or rates, PerfectView is still entitled to adjust the applicable prices and rates through written notification at least two months in advance. If, in the latter case, the Client does not wish to agree to the adjustment, the Client shall be entitled to cancel the Agreement in writing within thirty days after notification of the

adjustment to the Agreement, effective from the date on which the new prices and / or rates would apply.

- 3.4. The costs that PerfectView has incurred in connection with the Agreement will be calculated as disbursements to the Client.
- 3.5. Unless otherwise agreed, all fees and expenses are payable upon delivery of the product or licensed material, or after the provision of services by PerfectView.
- 3.6. Amounts due will be paid by the Customer within 7 days or within a different period if agreed by both parties in writing. The Client is not entitled to suspend any payments or to offset amounts owed.
- 3.7. If the Client does not pay the amounts due or does not pay on time, the Client, without any warning or notice required, will be charged interest on the outstanding amount equal to the lowest rate of either 2% per month or the maximum allowed by law. If, after demand or notice, the Client fails to pay the claim, PerfectView may hand over the claim for collection by a third party, in which case the Client in addition to the then total amount owing is obliged to pay all judicial and extrajudicial costs, including all costs as calculated by external experts. The extrajudicial costs will be calculated as per the Decision on Compensation of Extrajudicial Collection Costs. This is without prejudice to the other statutory and contractual rights of PerfectView, such as the right to suspend.
- 3.8. With regard to the services provided by PerfectView and the corresponding amounts owed by the Client, the data from the records of PerfectView constitute the full evidence, without prejudice to the right of the Client to provide proof to the contrary.

## **4. Additional work**

- 4.1. If PerfectView has carried out, at the request or with the prior consent of the Client, work or other activities which go beyond the contents or scope of the agreed work or activities, PerfectView shall be compensated for such work or activities by the Client at the then applicable rates of PerfectView. PerfectView is not obliged to comply with such a request and may require a separate written agreement is set up for this purpose.
- 4.2. The Client accepts that work or activities as referred to in Article 4.1, may affect the agreed or expected time of completion of the service and / or the mutual responsibilities of the Client and PerfectView.

- 4.3. If a fixed price has been agreed for the work or activities, PerfectView shall inform the Client in writing in advance if a change or addition of services means that the agreed price will be exceeded. PerfectView cannot be held to perform the required work or to provide services if there is no previously written agreement about this.

## **5. Duration of the Agreement**

- 5.1. If and to the extent that the Agreement concluded between the parties is a fixed term contract, the Agreement was entered into for the term as agreed between the parties, in absence of which the duration of the agreement is one (1) year. The Agreement cannot be terminated by the Client prematurely, without prejudice to the provisions elsewhere in these conditions.
- 5.2. The term of the Agreement shall be extended automatically for the duration of the originally agreed period unless the Client or PerfectView terminates the Agreement in writing by registered letter with acknowledgement of receipt, taking into account a notice period of three (3) months before the end of the respective period.
- 5.3. Contrary to the provisions in the previous paragraphs, a Test Account only applies for the agreed duration thereof and the Test Account ends automatically without cancellation being required.

## **6. Statements and Warranties by PerfectView and Client**

- 6.1. PerfectView does not warrant that the Application Software to be kept available in the context of the SaaS service is without errors and operates without interruptions. PerfectView will endeavour to fix any errors in the Application Software within a reasonable time frame and insofar as the defects have been described in detail and reported in writing by the Client to PerfectView. PerfectView may in some cases determine to postpone the repair of the defects until a new version of the Application Software is brought into use.
- 6.2. PerfectView does not warrant that defects in the software that were not developed by PerfectView itself will be corrected. PerfectView is entitled to apply temporary solutions or introduce program workarounds or problem-avoiding restrictions into the Application Software. If the Software was developed on behalf of the Client, PerfectView can charge the costs of repair to the Client according to its usual rates. The Client will identify the risks to its organization and, if necessary, take additional

measures on the basis of information provided by PerfectView concerning measures to prevent and reduce the effects of disruptions, defects in the SaaS service, corruption or loss of data or other incidents. PerfectView agrees to reasonably cooperate at the request of the Client with further measures to be taken by the Client, based on (financial) conditions as set by PerfectView.

- 6.3. PerfectView shall never be obliged to recover damaged or lost data. PerfectView does not warrant that the Application Software is promptly adapted to changes in relevant laws and regulations.
- 6.4. Client states and warrants that Client has the legal power and authority to enter into this Agreement.
- 6.5. Client states and warrants that Client has not registered him or herself with a false identity and has not provided incorrect data to get access to the Application Software, and the invoicing data of the Client are accurate.

## **7. Privacy and Data Processing**

- 7.1. The Client shall always provide personal data with due observance of the legislation concerning the protection of personal data, including the General Data Protection Regulation (GDPR) (EU).
- 7.2. If it is necessary for the execution of the Agreement, the Client shall inform PerfectView in writing on how the Client implements his obligations under the legislation on the protection of personal data.
- 7.3. The Client indemnifies PerfectView for claims by persons whose personal data were recorded or processed in the context of a register of persons as maintained by the Client or for which the Client is otherwise responsible under the law, unless the Client proves that the facts that underlie the claim are attributable to PerfectView.
- 7.4. The responsibility for the data that are processed by the Client using a service of PerfectView, lies entirely with the Client. PerfectView performs its services as a 'Processor' within the meaning of the General Data Protection Regulation. The Client warrants PerfectView that the contents, the use and / or processing of the data is not illegal and does not infringe upon any rights of a third party. The Client indemnifies PerfectView against any legal action by any third party, on any grounds whatsoever, in connection with these data or the execution of the agreement.
- 7.5. PerfectView reserves the right to reasonably change the privacy and security policies at its own discretion. When individual users register for

the first time, they may be asked if they wish to receive, regular or irregular, marketing-related or otherwise non-critical Application Software related messages from PerfectView. Users may opt-out of receiving such messages at that time or any time after. As the Application Software is a hosted online solution, PerfectView may at certain times inform all users (irrespective of whether they have opted-out as described above) about important updates regarding the functioning of the Application Software.

- 7.6. The privacy statement and the General Processing Terms and Conditions PerfectView apply to the processing of personal data. In a case of disagreement between the different documents, the following order of priority applies: (1) Agreement (2) General Processing Terms and Conditions PerfectView (3) General Conditions PerfectView (4) Privacy statement.

## **8. Security**

- 8.1. The Client is responsible for effective data protection. The Client will adequately secure his systems and infrastructure and will have sufficient appropriate measures in place at all times, including anti-virus software.
- 8.2. If, under the agreement, PerfectView is held to providing some form of information security, that security shall meet the specifications with respect to security as agreed to in writing between the parties. PerfectView does not warrant that the information security is effective under all conditions. If an explicit form of security is lacking from the Agreement, the security will meet a level that, given the current state of technology, the sensitivity of the data, and the costs related to the implementation of the security, can be considered reasonable.
- 8.3. The access or identification codes and certificates as provided by or on behalf of PerfectView to the Client are confidential and will be handled by the Client as such and will only shared with authorized users of the Client. PerfectView is entitled to change any assigned access or identification codes and certificates.

## **9. Reservation of Ownership and Suspension Rights**

- 9.1. All goods delivered to the Client shall remain the property of PerfectView until all amounts owed by the Client to PerfectView on the basis of the Agreement between the parties are fully paid to PerfectView. A Client acting as a reseller, is permitted to sell and deliver

all goods that are subject to the reservation of ownership of PerfectView, insofar it is customary in the context of the normal course of his business.

- 9.2. The legal consequences of the reservation of ownership pertaining to goods destined for export shall be governed by the law of the Country of destination if that law contains more favourable provisions for PerfectView.
- 9.3. Rights shall be granted where appropriate to the Client or transferred under the condition that the Client has paid all amounts due under the Agreement.
- 9.4. PerfectView reserves the right to retain the under the Agreement received or created data, documents, software and / or data files, despite an existing obligation to deliver or transfer such data, until the Client has paid all amounts owed to PerfectView.

## **10. Intellectual Property**

- 10.1. All intellectual and industrial property rights to the Software, the Customized Software and the Documentation or other materials that are developed, given in use or delivered under the Agreement, such as designs, analysis, offers, reports, etc., are held exclusively by PerfectView, its licensors or its suppliers. The Client shall merely acquire a non-exclusive user right, which is granted to him under these General Terms and Conditions, the Agreement and the law.
- 10.2. PerfectView shall be permitted to take technical measures to protect works, including but not limited to Software, products, utilities, methods and techniques, etc., from unauthorized use. The Client is not permitted to remove or circumvent these security measures. The Client also may not modify the Software without the intervention of PerfectView or use it in violation of the terms of the Agreement. If these measures result in the Client being unable to make a lawful backup of the software as provided to him by PerfectView, PerfectView will provide a copy of this software at the Client's request.
- 10.3. This Agreement is not a sales contract and does not grant any property rights to or in connection with the Application Software, technology or intellectual property rights of the Application Software. The name PerfectView, the PerfectView logo and product names related to the Application are trademarks of Efficy Nederland BV (and her licensors) and no right to use or license these is granted through this Agreement.



- 10.4. PerfectView reserves the right to use the increase in knowledge resulting from the relationship with the Client for other purposes, insofar as no confidential information of the Client is disclosed to third parties.
- 10.5. PerfectView indemnifies the Client against direct damage suffered by the Client as a result of claims or third party claims regarding alleged infringement of the Software, Customized Software and accompanying Documentation on copyrights, trademarks, patents or other intellectual property rights, unless the circumstances as mentioned in Article 10.2 of these General Conditions apply.
- 10.6. If the Client, on the basis of a judgement, is no longer allowed to make use of the Software, Custom Software or Documentation for reasons for which PerfectView is responsible under Article 10.1, PerfectView will, at its sole discretion and at its own expense, obtain the right for the Client to continue to use the Software, the Customized Software or Documentation, or obtain the right to replace or modify the Software, Customized Software or Documentation or the infringing part thereof in such a way that the Software, Customized Software or Documentation or the infringing part thereof, no longer infringes on the specified property rights.
- 10.7. The Client will indemnify PerfectView from damage that PerfectView suffers as a result of claims and / or third party claims or proceedings initiated or brought on by such third party, if the Client has used the Software, Customized Software or Documentation in a different way than is determined under the Agreement, for example by using it outside the Designated Processing Environment. The Client also indemnifies PerfectView against intent, recklessness and fraud in connection with the execution of the Agreement. In all cases, if PerfectView should nevertheless be held accountable, PerfectView has the right of recourse against the Client for the full amount of compensation it has paid out, including costs.
- 10.8. PerfectView is never required to perform data conversion, unless expressly agreed in writing with the Client.

## **11. Liability**

- 11.1. The Client is and continues to be responsible at all times, for the selection, use and correct application, including to mean the interoperability, of the Software and the services to be provided by PerfectView.

- 11.2. If one of the Parties culpably fails to fulfil any of its obligations under the Agreement, the other Party shall hold the defaulting Party in default, unless the fulfilment of such obligations is already permanently impossible, in which case the defaulting Party is immediately in default. The notice with proof of default shall be given in writing without delay in which the defaulting Party will be given a reasonable term to still fulfil its obligations. This term has the character of a deadline. The notice must contain a complete and detailed description of the default, so that the defaulting Party has the opportunity to respond adequately.
- 11.3. If PerfectView culpably fails to fulfil its obligations, it is only liable to the Client for compensation of the direct damage suffered by such Client.
- 11.4. The possible liability of PerfectView is limited per event, whereby a coherent series of events counts as one event, limited to the amount paid by PerfectView's business liability insurer. If the insurer does not pay out for any reason whatsoever, the liability of PerfectView per event, whereby a coherent series of events counts as one event, is limited to the amount equal to the price of the Assignment, which is invoiced in the period of 12 months immediately preceding the damage-causing incident.
- 11.5. Immediate damage is understood to mean:
- a) damage to equipment and software, which means material damage only;
  - b) damage to other property of Client or third parties;
  - c) reasonable costs incurred to prevent or limit damage, including costs for emergency facilities, which may be expected as a result of the event on which the liability is based.
- 11.6. Liability for business loss, including damages for lost profits or lost savings, reputational damage or other indirect or consequential damages is excluded. Also excluded is the liability of PerfectView related to the damage, destruction or loss of data or documents, such as in the case of a security incident and/or data breach, or the prevention or limitation thereof.
- 11.7. The aforementioned limitations of liability lapse in the case of intent or gross negligence of PerfectView and / or of its managerial staff who belong to the board of directors and / or management
- 11.8. The condition for the existence of any right to compensation is always that the Client reports the damage as soon as possible after it occurs in writing to PerfectView. Any claim for damages against PerfectView expire after a period of twelve months after the claim arises, unless the Client,

before the expiry of that period, has brought an action for compensation for the damage.

- 11.9. The provisions of this article as well as any other limitations and exclusions of liability set out in these general conditions shall also apply to the benefit of all legal entities or persons who PerfectView engages in the execution of the Agreement.

## **12. Termination**

12.1. Except as provided elsewhere in the Agreement:

a) Parties are entitled to dissolve the Agreement without judicial intervention or arbitration, in accordance with Article 6: 265 of the Dutch Civil Code, if the other Party, even after a written notice has set a reasonable term, fails to fulfil its obligations under the Agreement; and  
b) Parties are authorized to end the Agreement with immediate effect without any warning or notice of default required, without judicial or arbitral intervention and without being obliged to pay any compensation other than a reasonable compensation of the already performed part of the Assignment if:

- 1) at the request by or for the Counterparty (temporary) suspension of payment or bankruptcy is requested or granted;
- 2) a substantial part of the assets of the Counterparty or of the goods made available by or on behalf of the Counterparty, are attached and this attachment is not lifted within a short period of time;
- 3) the company of the Counterparty is liquidated or the Counterparty ceases its current business, or in cases where the Counterparty is a legal entity, the ownership relations change substantially, or the legal entity is dissolved;
- 4) the Counterparty is otherwise no longer able to be considered to fulfil the obligations under the Agreement; or

12.2. If the Client is placed under direct or indirect, or actual control or management of another person, legal entity or organization that can be considered a competitor of PerfectView, PerfectView is entitled to wholly or in part, extra judicially terminate the Agreement with accompanying annexes by giving written notice, stating the termination date, and without being held liable by the Client.

12.3. Above-mentioned forms of termination shall be done by registered letter with acknowledgement of receipt, addressed to the other party.

## **13. Confidentiality and Prohibition against Recruiting Staff**

- 13.1. Parties will treat the Confidential Information as defined in Article 13.2 of these General Conditions as confidential.
- 13.2. Confidential information includes all information that is not generally known and made available by the Client, PerfectView or their suppliers. Confidential Information includes, for example business secrets, business and marketing strategies, address files, software, Software programs, data on research and development and data on human resources.
- 13.3. All materials containing Confidential Information or therewith associated or derived from it, will be returned to the disclosing party or destroyed once the purpose of the provision is reached, at the discretion of the party providing the Confidential Information.
- 13.4. Confidential Information may only be disclosed with the prior written consent of the providing Party, or by order of a court or arbitration.
- 13.5. During the term of the agreement and for one (1) year after termination thereof, the Client is not permitted, directly or indirectly, without the prior written consent of PerfectView, to recruit employees of PerfectView who have been involved in the execution of the agreement or otherwise have them provide work or approach them in any way for this purpose, under penalty of a fine of EUR 50,000. - (fifty thousand euros) for each violation of this prohibition.

## **14. Force Majeure**

- 14.1. Neither Party shall be obliged to fulfil any obligation if it is prevented from doing so by force majeure, nor will one Party be held liable by the other Party in case it cannot fulfil its obligations under the Agreement - aside from any payment obligations - by Force Majeure. Force Majeure shall include force majeure of licensors or suppliers of PerfectView, improper performance of obligations by suppliers as prescribed to PerfectView by the Client, as well as defects in objects, hardware, software or third party materials whose use was prescribed to PerfectView by the Client, governmental actions, power failure, failure of the Internet, data network or telecommunication facilities, war and general transport problems.
- 14.2. If a Force Majeure continues for more than ninety days, Parties shall be entitled to terminate the Agreement in writing. Activities already performed under the Agreement are then settled proportionately, without Parties owing each other anything further.

## **15. Applicable Law and Dispute Resolution**

- 15.1. This agreement is solely governed by Dutch law. The applicability of the Convention for the International Sale of Goods (or successor treaty) is excluded.
- 15.2. Parties agree in respect of all disputes which may arise between them in connection with the Agreement concluded between the parties, or any further agreements that may result therefrom, to deal with these disputes in accordance with the ICT-Mediation Regulations of the Foundation Settlement Automation ('Stichting Geschillenoplossing Automatisering') with its registered office in The Hague.
- 15.3. If, with respect to these disputes, Parties do not achieve agreement in accordance with these Regulations, these disputes at the request of either Party shall be settled in accordance with the Arbitration Rules of the Foundation Settlement Automation with registered offices in The Hague, this without prejudice to the right of each party to ask for an interim order (in arbitration) and without prejudice to the right of either party to take precautionary measures. The place of arbitration shall be The Hague.
- 15.4. Contrary to the provisions of Article 15.3, PerfectView is always entitled to submit a dispute to the ordinary court in 's-Hertogenbosch, unless otherwise prescribed by law.

## **16. Final provisions**

- 16.1. The Agreement with the accompanying annexes, the applicable specific (user) conditions and these general terms and conditions constitute the entire Agreement between the Parties regarding the subject matter hereof, and shall in that regard, replace all prior directives of Parties relating to this. Amendments to the Agreement will be valid only in the written form and signed by authorized representatives.
- 16.2. As insofar it does not expressly follow otherwise from the context, all words, phrases, and all the conditions of the special Agreements/conditions such as the Processing Terms and Conditions, will be interpreted in accordance with the definitions contained in these General Terms and Conditions. In case of any discrepancies in the provisions in these General Conditions and the special Agreements/conditions, the provisions of the special Agreements/conditions will prevail.

- 16.3. PerfectView may make announcements in the press, trade press and other media about the existence of the Agreement, whereby the Client has been informed prior to the publication. The Client agrees that PerfectView names the Client as a user of the Software in advertising and marketing materials.
- 16.4. If it is determined that any provision of the Agreement would be unenforceable, parties will replace that provision with a provision that comes closest in nature and purpose to the original provision.
- 16.5. The Agreement binds the Parties, their successors and assignees. PerfectView is entitled to assign or otherwise dispose of the Agreement, order confirmation or any rights or obligations arising therefrom to a third party. The Client is not entitled to transfer or otherwise dispose of the Agreement, order confirmation or any resulting rights and / or obligations, to any third party without the prior written consent of PerfectView. At each proposed or actual change in executive management of the Client company that results or would result in a direct competitor of PerfectView owning or controlling directly or indirectly fifty per cent (50%) of the Client company, PerfectView may immediately end this Agreement with cause upon written notification, without being held to any (damage) compensation. PerfectView may wholly or partly outsource the execution of the work or services to be performed by PerfectView to third parties.
- 16.6. All exclusions, conditions and clauses that, on the basis of their nature, are designed to stay in force also after the end of the Agreement will remain in effect after the end of the Agreement, including, but not limited to privacy, applicable law and choice of forum, provisions regarding intellectual property, and indemnifications.

## Special section - special provisions with respect to licenses

The provisions of this special section are applicable in addition to the articles 1 up to and including 16 of these conditions. In case of conflict, the provisions of the special section take precedence.

### **17. User license: grants and restrictions**

- 17.1. PerfectView hereby grants you a non-exclusive, non-transferable license to use the Application Software solely for the purpose of your own internal use in line with the conditions as laid down in the Agreement. All rights that are not explicitly granted to you are reserved for PerfectView and its licensors. User licenses may not be shared or used by more than one individual User, but may be granted anew to new Users replacing prior Users who have left the company or whose job status or position has changed in such a way that they no longer make use of the Application Software.
- 17.2. If the Client is a direct competitor of PerfectView, then you may only use the Application Software with prior written permission from PerfectView. Further, the Client must refrain from using the Application Software for monitoring the availability, performance or functionalities of the Application Software or otherwise refrain from using it for competitive purposes.
- 17.3. The Client is not allowed to (1) give out, sell, resell, transfer, allocate, distribute or otherwise commercially exploit or make available to third parties the (sub)licenses of the Application Software; (2) create derivative works of the Application Software or its Content; (3) make 'web connections' to the Application or create a 'frame' or 'mirror' on a different server or on a wireless or an internet based device; or (4) reverse-engineer the application or open the Application Software to (a) develop competing products or services, (b) develop products in which the same ideas, services, functions or images as those in the Application Software are used or (c) copy ideas, services, functions or images of the Application Software.
- 17.4. The Client may use the Application Software for internal purposes and in doing so will refrain from: (a) sending or storing hurtful, offensive, threatening, defamatory or otherwise illegal material, including material that is harmful to children or which infringes the privacy rights of third

parties; (b) sending or storing material that contains software viruses, worms, Trojan horses or other damaging computer code, files, scripts, agents or programs; (c) disturbing or inflicting damage to the integrity of the performance of the Application Software or the data contained therein; or (d) attempting to get impermissible access to the Application Software or joint systems or networks.

## **18. User licenses: count reduction**

- 18.1. The Client can reduce the number of user licenses by deleting as many users in the Application Software until the number of user licenses as required by the Client remains.
- 18.2. The Client must notify PerfectView of this by registered post or email at least one (1) day before the start of the next licensing term. Reduction of the number of user licenses should be done by the License Administrator. After confirmation by PerfectView, this reduction of user licenses will be processed.

## **19. User license: duration**

- 19.1. The licensing term as selected by you during the (online) ordering procedure or via a signed quotation starts as soon as the order has been submitted. After the first licensing term has expired, it is automatically renewed, with consecutive terms of one (1) year each, being the renewal term. Additional user licenses are automatically renewed together with the user licenses from the first licensing term after the licensing term has expired, being the renewal term.

## **20. User license: termination**

- 20.1. The Client may only terminate this Agreement by notifying PerfectView about this by registered mail or email at least three (3) months in advance of the next licensing term. Terminating the agreement needs to be done by a person authorized thereto. After confirmation by PerfectView, the Agreement will terminate at the end of the licensing term.
- 20.2. PerfectView may terminate this Agreement by notifying the Client via the Application Software, by email or in writing at least six (6) months prior to the next licensing term. PerfectView enables the Client to access the Application Software until thirty (30) days after the termination date to



extract and secure the Client data as recorded in the Application Software. The Client agrees and hereby affirms that PerfectView is not required to store this (Client) data longer than thirty (30) days and that this data may be removed after thirty (30) days after the termination date.

- 20.3. If the Client does not fulfil his payment obligations or uses the technology or the Application Software of PerfectView without permission or otherwise does not adhere to the Agreement, this is considered a material breach of this Agreement. In this case, PerfectView may at its own discretion, without notice of default being required, terminate password, account or use of the Application Software. PerfectView also reserves the right to terminate a free account at its own discretion at any time.
- 20.4. Client agrees and accepts that PerfectView is not required to save the Client Data and can remove this data if the Client commits a material breach of this Agreement, including but not limited to non-payment of outstanding fees, and the Client has not corrected this breach within thirty (30) days of being notified of this breach.

## **21. Client responsibilities**

- 21.1. The Client is responsible for all actions taken under his user accounts and is required to adhere to all applicable local, provincial, national and international laws, treaties and regulations in connection to the use of the Application Software, including laws, treaties and regulations concerning data privacy, international communication and transmission of technical or personal data.
- 21.2. The Client should: (1) notify PerfectView immediately about any unauthorized use of a password or account or any other known or suspected breach of security; (2) notify PerfectView immediately and take all reasonable actions to immediately stop the copying or distribution of Content as soon as this practice becomes known to or suspected by the Client or his users; and (3) not misrepresent himself as another user of the Application Software or provide incorrect identity data to get access to or use the Application Software.

## **22. Client information and data**

- 22.1. PerfectView is not the owner of the data, information or material submitted by the Client to the Application Software during the use of

the Application Software (also referred to herein as “Client Data”). The Client, and not PerfectView, is responsible for the accuracy, quality, integrity, legality, reliability, suitability and intellectual property or the user rights with respect to all Client Data. All data submitted by the Client will be submitted taking into account the applicable laws concerning the processing of personal data, including the General Data Protection Regulation (GDPR) (EU).

22.2. Under the legislation with respect to the processing of personal data, the Client has obligations towards third parties, such as the obligation to report data leaks to the relevant privacy authority and / or the concerned parties, the obligation to provide information, as well as allow the inspection, correction and removal of personal data of the person concerned. The responsibility for compliance with these obligations lies fully and exclusively with the Client. PerfectView performs the Online services as a 'processor' within the definition of the General Data Protection Regulation. Unless otherwise agreed, the General Processing Terms and Conditions of PerfectView expressly applies to this Agreement and the relationship between the Client, as the controller of personal data, and PerfectView, as the processor for the benefit of the Client.

## **23. Data storage and Fair Use Policy**

23.1. The Client is allocated disk space without charge as mentioned in the Application Software. A Fair Use Policy applies to this disk space allocation. The accompanying fair use data limit implies that in cases of excessive usage, PerfectView can request the Client to limit the data storage or charge the Client with a storage fee.

23.2. PerfectView reserves the right to change the data limits in connection with the storage of Client Data.

## **24. Internet delays**

24.1. PerfectView's services may be subject to limitations, delays and other problems that are inherent to the use of Internet and electronic communication. PerfectView is neither responsible nor liable for delays, interruptions during delivery or any other damage arising from these problems.

## **25. Fees: costs and payment**

- 25.1. The Client is required to pay all costs or fees for his account according to the costing, pricing and invoicing conditions applicable at the time that these fees are due. The start-up costs are equal to the number of requested user licenses at the time of your first order, multiplied by the applicable fees for user licenses at that time.
- 25.2. The Client is required to pay all user licenses for the entire licensing term, regardless of whether these user licenses are actually being used. Payment responsibilities cannot be cancelled, suspended and/or cleared, and payments made cannot be refunded.
- 25.3. When registering for an account for the Application Software, the Client is required to supply PerfectView with a valid and approved purchase order. An authorized employee of the Client, the License Administrator, can add additional licenses in the Application Software. The following applies to additional licenses: (1) the same licensing term applies as with existing licenses; (2) the licensing fees for additional licenses are equal to the applicable fees at the time of ordering; and (3) licenses that have been added during a term are charged for the remainder of the term.

## **26. Invoicing and renewal**

- 26.1. Licensing fees for the use of the Application Software are due and invoiced by PerfectView in advance of the licensing term. Payments are by direct debit order against an account or credit card, or by invoice. Additional licenses are due in full and in advance until the end of the first licensing term or renewal term.
- 26.2. The renewal costs are equal to the total number of licenses multiplied by the licensing fees applicable during the preceding licensing term. Fees for other services are invoiced based on the prices as indicated on the Order form. Costs of the Application Software are given exclusive of VAT, or other applicable taxes.
- 26.3. The Client agrees to provide PerfectView with complete and accurate invoicing and contact information. This information includes the legal business name, postal address and email address, as well as the name and phone number of an authorized contact for invoicing and a License Administrator. The Client agrees to inform us within thirty (30) days of any changes to this information. PerfectView reserves the right to terminate the access to the Application Software and potentially take

other legal action if the contact data provided are incorrect or fraudulent.

- 26.4. If the Client finds that the invoice is incorrect, the Client is required to inform PerfectView in writing within 14 days of the date of invoice in order to qualify for a correction of the invoice or a credit to the Client's account. After this period, the invoice is considered to be correct and your right to a correction expires.

## **27. Default and suspension**

- 27.1. Notwithstanding any other rights of PerfectView, PerfectView reserves the right to defer its obligations, such as granting access to the Application Software, if the Client's account is in arrears.
- 27.2. During the deferment period, you are still required to pay the user licenses fees. If the Client or PerfectView terminates this Agreement, the Client is required to pay the outstanding balance of his account as calculated in accordance with the above clause: 'Fees: costs and payment', including any interest due. The Client agrees that PerfectView can debit his credit card or otherwise invoice the Client for any such unpaid fees.
- 27.3. PerfectView reserves the right to charge the Client for additional costs for a renewal of the connection in such case where the account has been deferred and the Client requests subsequent access to the Application Software. The Client agrees and hereby affirms that PerfectView is not required to store Client Data and that this Client Data may be permanently removed if your account is thirty (30) days or longer in arrears.

## **28. Notification**

- 28.1. PerfectView may send notifications through a general message via the Application Software, or via sending an email to the email address as registered in the PerfectView account data or via a letter sent by post to the address as registered in the PerfectView account data. PerfectView assumes receipt of such notification within forty-eight (48) hours (when sent by post) or within twelve (12) hours (when sent by email).

## Questions or additional information:

If you have any questions or would like to receive additional information, you may send an email to [info@PerfectView.nl](mailto:info@PerfectView.nl).