

Oefenweb.nl B.V. General Conditions

These conditions formalise the legal relationship between Oefenweb.nl and its customers. The conditions are divided into several sections which focus on the various forms of service provided by Oefenweb.nl. These are the following sections:

- A. General part
- B. Conditions for Subscribers to Web Products on www.mathsgarden.com
- C. Conditions for customisation work
- D. Conditions for extra product support

If applicable, the specific sections take precedence over the general part. The general part applies to the extent that it is not in conflict with the applicable provisions of any specific section.

Section A. General part

Article 1. Definitions

- 1.1. The terms capitalised in the general conditions have the following meanings:
- 1.2. **Subscription Agreement:** the agreement under which Oefenweb.nl makes a Web Product available to a Subscriber for payment.
- 1.3. **Subscriber:** the natural person or legal person with whom Oefenweb.nl has entered into a Subscription Agreement or who enters into or is in negotiations with Oefenweb.nl about a Subscription agreement, as well as their representative(s), agent(s), successor(s) in title, and heir(s) and/or beneficiary/ies.
- 1.4. **User:** any person (including but not limited to teachers and children) who the Subscriber enters as Users of one of Oefenweb.nl's Web Products and who are authorised by Oefenweb.nl as such to use the Web Product.
- 1.5. **Customised Work Agreement:** the agreement under which Oefenweb.nl, while working for payment on behalf of the Counterparty, makes a special modification to an existing application or

makes a new application that is dependent upon or part of an existing application, all this being done in accordance with the Counterparty's specific wishes and directions.

- 1.6. **Oefenweb.nl:** the private limited liability company Oefenweb.nl B.V., registered with the Chamber of Commerce under number 34323786 and with VAT number 820345672B01.
- 1.7. **Web Product:** web applications that Oefenweb.nl makes available through a website, electronic data carriers or email message to a Subscriber. Web Products are understood to include also any documentation, updates, and other interim additions to the product.
- 1.8. **Counterparty:** the natural person or legal person with whom Oefenweb.nl has entered into an agreement under one of the sections (B, C or D) of these conditions. This also refers to the party with which Oefenweb.nl enters into or is in negotiations about entering into such an agreement, as well as its representative(s), agent(s), successor(s) in title and heir(s) and/or beneficiary/ies.
- 1.9. "Writing" in these conditions includes email and fax, to the extent that the identity and integrity of the messages can be sufficiently established.
- 1.10. The version of any communication as received or stored by Oefenweb.nl shall be its authentic version, barring evidence to the contrary furnished by the Counterparty.

Article 2. Scope

- 3.1. These general conditions apply to every offer, tender and agreement between Oefenweb.nl and a Counterparty to the extent that Oefenweb.nl or the parties jointly do not depart expressly in writing from these conditions.
- 3.2. These conditions apply equally to agreements between Oefenweb.nl and a Counterparty, for the implementation of which Oefenweb.nl engages third parties.
- 3.3. If Oefenweb.nl does not always demand strict compliance with these conditions this shall not mean that its provisions do not apply or that Oefenweb.nl shall in any way lose the right to require strict compliance with the provisions of these conditions in other cases.
- 3.4. The applicability of the Counterparty's general or other conditions is explicitly excluded.

Article 3. Tenders and offers

- 3.1. All tenders and offers made by Oefenweb.nl are subject to contract, unless expressly agreed otherwise in writing. The contents of price lists, folders, brochures and web pages are subject to reservation and do not bind Oefenweb.nl. game & train, track & teach oefenweb.nl
- 3.2. Oefenweb.nl cannot be held strictly to its tenders or offers if the Counterparty could reasonably understand that the tenders or offers, and/or a portion of these, contain an obvious error or slip of the pen.
- 3.3. The prizes stated by Oefenweb.nl in any offer, tender, folder, brochure, web page and price list include BTW (Dutch VAT) and any costs incurred in the framework of the agreement, are understood to include travel and subsistence expenses, administrative and transactional expenses, unless stated otherwise.

Article 4. Intellectual property

- 4.1. Oefenweb.nl reserves all rights granted by legislation and regulations to holders of intellectual property rights. These rights include particularly but not exclusively:
 - a. The trademark rights to the word mark Oefenweb.nl and its associated logos.
 - b. The copyrights to the computer software, as well as patent rights to technical inventions embodied therein.
 - c. The copyrights and database rights to the design and content of the websites www.oefenweb.nl, www.rekentuin.nl, and www.mathsgarden.com.
- 4.2. To the extent not expressly permitted by Oefenweb.nl or permitted by law, nothing of any work published by Oefenweb.nl may be disclosed or duplicated in any manner, which shall include being saved in any computerised file.
- 4.3. Any wilful infringement by a Counterparty of any intellectual property right accruing to Oefenweb.nl shall result in a payment obligation immediately due and payable in the amount of €5,000.00 per infringement to Oefenweb.nl, without prejudice to all other claims that shall be due to Oefenweb.nl because of such actions.

- 4.4. Oefenweb.nl reserves the right to take those technical measures that it deems necessary to protect its intellectual property.
- 4.5. Such technical security measures may not be circumvented. A Counterparty's wilful circumvention of such a measure shall result in a payment obligation immediately due and payable in the amount of €10,000.00 per infringement to Oefenweb.nl, without prejudice to all other claims that shall be due to Oefenweb.nl because of such actions.
- 4.6. The provisions above do not apply if the Counterparty proves beyond all reasonable doubt that the circumvention was necessary in order to use the software in a manner permitted by law.
- 4.7. Oefenweb.nl is entitled to make use for other purposes of any knowledge it acquires from implementing an agreement to the extent this does not disclose to third parties any of the Counterparty's strictly confidential information.

Article 5. Force Majeure

- 5.1. Oefenweb.nl is not obliged to comply with any undertaking to the Counterparty if it is prevented from so doing by a circumstance that cannot be attributed to its fault, nor pursuant to law, a juristic act or for its account according to generally accepted standards.
- 5.2. Oefenweb.nl can suspend its obligations under the agreement during the time that force majeure continues. If this period is longer than two months, then either party is entitled to dissolve the agreement without obligation to compensate the other.
- 5.3. If at the time that force majeure occurs Oefenweb.nl has already fulfilled its obligations under the agreement or will fulfil these, and has accrued the fulfilled or to be fulfilled portion of the independent value, Oefenweb.nl is entitled to invoice separately the accrued fulfilled portion or the to be fulfilled. The Counterparty is obliged to pay this invoice as if issued under a separate agreement.

Article 6. Applicable law and disputes

- 6.1. All legal relationships to which Oefenweb.nl is party shall be subject solely to Dutch law, even if an undertaking is implemented in whole or in part outside the Netherlands or if the party



involved in the legal relationship has its residence or domicile there. The application of the Vienna Sales Convention (CISG) is specifically excluded.

6.2. The court in Oefenweb.nl's place of business, to wit, Amsterdam, has exclusive jurisdiction to hear all disputes unless mandatory rules of law require otherwise. Oefenweb.nl is nonetheless entitled to bring the dispute before the court authorised by law. game & train, track & teach oefenweb.nl

Article 7. Source and revision of conditions

7.1. These conditions are on file with the Amsterdam Chamber of Commerce.

7.2. Oefenweb.nl reserves the right to make changes to these conditions. Such changes shall apply also to agreements already concluded with due regard for a term of 30 days after publication of the change by Oefenweb.nl. Changes of minor importance can be implemented at any time.

7.3. If the Counterparty does not wish to accept a change made to these conditions, it may terminate the agreement at any time up to the date on which the new condition comes into effect.

7.4. The most recently filed version and/or the version in effect at the time the legal relationship with Oefenweb.nl was formed applies equally.

7.5. The Dutch-language text of the general conditions shall be decisive for their interpretation.

Section B. Conditions for Subscribers to Web Products on www.mathsgarden.com

Article 8. Effective date and term of subscription

8.1. A Subscription Agreement is formed at the moment that the Subscriber completes an electronic registration in full on the website of one of Oefenweb.nl's Web Products. Upon such registration, the Subscriber and the Users ancillary to it shall obtain immediate access to the Web Product concerned.

8.2. Oefenweb.nl is entitled to reject any application for a Subscription Agreement on reasonable grounds. Oefenweb.nl shall so notify the Subscriber as quickly as possible.

8.3. A Subscription Agreement shall be concluded for a fixed term of the Subscriber's choosing from a number of options determined by Oefenweb.nl. The Subscriber shall indicate also its number of Users.

8.4. Before a Subscription Agreement ends Oefenweb.nl shall make the Subscriber an offer to enter into a new Subscription Agreement.

8.5. The Subscriber can expand its subscription at any time by additional Users. Administrative costs will be charged for such an expansion. For any new users added within the subscription period Oefenweb.nl will charge the prevailing per User subscription fee for the balance of the subscription period. The number of Users cannot be reduced during a subscription term.

8.6. Oefenweb.nl is entitled to cancel the Subscription Agreement at any time without any form of compensation and/or restitution of any subscription fees already paid if it deems that the Subscriber has used the Subscriber right contrary to the Subscription Agreement and/or if the Subscriber imputably fails in some other way to meet its obligations, or if Oefenweb.nl can reasonably assume that the Subscriber will not meet its obligations.

Article 9. Prices, payment and cancellation of a subscription

9.1. Each subscription shall include an amount for administrative costs and a sum per User.

9.2. The Subscriber must pay the full subscription price within 14 days of the Subscription Agreement being formed, unless agreed otherwise in writing. If payment of the subscription price is not made within the stated term, Oefenweb.nl shall regard this as a decision to cancel the Subscription Agreement. The login accounts belonging to the Subscriber will be blocked and the Subscription Agreement will be cancelled.

9.3. If the Subscriber chooses for cancellation, its obligation to make payment lapses. The Subscriber will be granted the option to cancel only one time per Web Product. If after having chosen cancellation, the Subscriber makes a new

application for the same Web Product that it had chosen during the first contract period, this shall be deemed to be a decision for continuation. As soon as the Subscriber has satisfied its payment obligation it will be given access to the Web Product. The subscription fee shall not be reduced for any time the Web Product has not been made available due to non-payment.

- 9.4. Payment shall be made through the payment method the Subscriber selects at Oefenweb.nl's Internet checkout (Internetkassa) unless the Subscriber and Oefenweb.nl agree otherwise in writing.

Article 10. Cancellation

- 10.1. The Subscriber can cancel its Subscription Agreement within 14 days of it being entered provided no payment has been made. By paying the subscription fee the Subscriber declares that it wishes to be definitively bound by the Subscription Agreement. game & train, track & teach oefenweb.nl

Article 11. User right

- 11.1. The use of a Web Product is granted solely to the number of Users stated in the Subscription Agreement and by persons who are part of the school, institution, or private household stated in the Subscription.
- 11.2. The Subscriber shall communicate the login details only to the Users authorised to have these and otherwise maintain these as strictly confidential.
- 11.3. The Subscriber shall also use the required care to see that the login details provided by Oefenweb.nl do not become known in any way to unauthorised third parties. The minimum level of care required for this is that the Subscriber makes clear to its Users that they are not permitted to disclose login details to third parties. The Subscriber is also obliged to lend Oefenweb.nl all assistance as may reasonably be expected to track and/or sanction Users who do not observe the rules.
- 11.4. The Subscriber and its Users acquire a nonexclusive, non-transferable license for the use of the Web Product. This explicitly does not include permission to disclose the Web Product to third parties and/or to duplicate the Web

Product other than for the normal and authorised use of the Subscriber and its Users.

- 11.5. Oefenweb.nl is entitled to change the content and the presentation of its Web Products at any time as it sees fit. Oefenweb.nl's goal in so doing shall be to improve the User experience, as it understands it.
- 11.6. The Subscriber is deemed to understand that it must have the computer and peripheral devices and software necessary to make use of the Web Products. Oefenweb.nl shall inform the Subscriber through its website of the minimum requirements for these.
- 11.7. The Subscriber must refrain from any use of the Web Product that is unlawful or harmful to the interests of Oefenweb.nl, suppliers, service providers or other Users of Oefenweb.nl. Specifically, the Subscriber shall not use the Web Product in a manner that could disconnect, overload, or harm Oefenweb.nl or related networks, or that could have a negative effect on the User-experience of any random User of Oefenweb.nl's Web Products.
- 11.8. The Subscriber and its Users are not permitted to publish any comparison between Oefenweb.nl's standardisation and that of other products without the prior written permission of Oefenweb.nl.

Article 12. Availability of the Web Product

- 12.1. Oefenweb.nl shall endeavour to make its Web Products as widely available as possible. Oefenweb.nl cannot guarantee, however, that there never will be an interruption. When an interruption occurs Oefenweb.nl will make every effort to remedy it.
- 12.2. Should an interruption result from a problem in the service provision by a telecommunications company (such as Internet providers, hosting companies, and the like) Oefenweb.nl shall endeavour to induce the telecommunications company to remedy the problem as quickly as possible. As and if necessary, it will switch to another service provider. Oefenweb.nl cannot, however, be held liable for any situations that may arise in consequence of unforeseen default by telecommunications companies.
- 12.3. Oefenweb.nl reserves the right to carry out maintenance on its Web Products as result of which these may not be accessible or available

temporarily. Oefenweb.nl shall endeavour to schedule these periods in such a way that as little inconvenience as possible results for the Subscriber and its Users. Nevertheless, it may happen that the Subscriber will have to accept some inconvenience.

Article 13. Warranty

- 13.1. Oefenweb.nl shall maintain and secure its Web Products carefully as reasonably can be required within the limits of the current state of technology.
- 13.2. Oefenweb.nl cannot guarantee that the use of the Web Product will not cause any harm to the Subscriber's hardware or software. The risk of thirdparty harmful programmes (such as viruses, Trojan horses, and the like) that are distributed through the Internet beyond Oefenweb.nl's control or knowledge, cannot be prevented by Oefenweb.nl. The Subscriber is therefore responsible to maintain an adequate level of security for its hardware and software against the aforesaid risks.
- 13.3. Oefenweb.nl shall develop and test its Web Products with due care. Oefenweb.nl cannot, however, warrant that its Web Products are entirely free of error or will work without interruption.
- 13.4. Oefenweb.nl's Web Products provide a 'relative' standardisation, in which the performance of the Users is compared against that of other Users in the same age group (the standard group), provided there are multiple Users in a given age group. The reliability of such standardisation depends on the size and representativeness of the standard group used as a basis for comparison. The standardisation/scores are therefore offered without any guarantee of their accuracy and/or correctness.
- 13.5. Oefenweb.nl does not warrant that the Web Product meets any goals the Subscriber may have. If the Subscriber draws consequences from the standardisation/scores achieved by its Users, this shall be at the Subscriber's complete and sole risk. The Subscriber indemnifies Oefenweb.nl against any third party claims (Users included) whereby blame may be attached to Oefenweb.nl that the scores give an incorrect picture of a User's abilities and/or performance.

Article 14. Personal details

- 14.1. Oefenweb.nl processes personal details for the purpose of Subscription Agreements solely in the manner set forth in the Privacy Statement on the websites of the Web Products.
- 14.2. Oefenweb.nl thereby reserves the right in any case to save IP addresses and to use these to track any infringement of the Subscription Agreement, as well as infringement of intellectual property rights as stated in Article 4 of section A.

Article 15. Liability

- 15.1. If Oefenweb.nl should be liable for any damage, Oefenweb.nl limits such damage to the maximum invoice value of the order, or at least of that portion of the order to which such liability is related. Oefenweb.nl's liability shall be limited in any case to the amount of the payment made by its insurer in such a case. Oefenweb.nl shall never be liable for consequential loss.
- 15.2. The Subscriber remains entirely responsible for the provision of accurate information and for all possible consequences of providing any incorrect information.

Section C. Conditions for customisation work

Article 16. Customised Work Agreement

- 16.1. A Customised Work Agreement shall have an indefinite term unless some other term arises from the nature of the agreement or if the parties have expressly agreed otherwise in writing.
- 16.2. Any term that has been agreed or given for the completion of some particular activities or the delivery of some goods shall never be a strict deadline. Exceeding such a term shall never entitle the Counterparty to any compensation or to suspend any consideration or to dissolve the agreement unless the Counterparty cannot reasonably be required to maintain the agreement. If the term is exceeded in such a way that the Counterparty cannot reasonably be required to maintain the agreement, the Counterparty is entitled to dissolve the

agreement but without being entitled to any compensation.

- 16.3. Oefenweb.nl is entitled to have third parties perform certain activities.
- 16.4. Oefenweb.nl is entitled to carry out the agreement in several phases and to invoice each such phase separately.
- 16.5. The Counterparty shall ensure that all information that Oefenweb.nl indicates is necessary or that the Counterparty can reasonably be expected to understand is necessary to implement the agreement shall be provided to Oefenweb.nl in a timely manner. If the necessary information is not provided to Oefenweb.nl in a timely manner, Oefenweb.nl is entitled to suspend implementation of the agreement and/or to charge the Counterparty for the additional costs arising from the delay at the then customary rates. The time required to complete shall not commence any sooner than after the Counterparty has made the information available to Oefenweb.nl.
- 16.6. If it appears during the implementation of the agreement that its revision or some addition to it is required to carry it out properly, the parties shall enter into timely negotiations to modify the agreement. If the nature, scope or content of the agreement, whether or not at the request or direction of the Counterparty, of the authorised entities, et cetera, are modified and the agreement is thereby amended in a qualitative and/or quantitative respect, this can then have consequences on what had originally been agreed, including an increase or decrease of the sums originally agreed. Oefenweb.nl shall submit a quotation as far in advance as possible. A change to game & train, track & teach oefenweb.nl the agreement can also change the amount of time for performance that had been agreed originally. The Counterparty accepts the possibility of a revision of the agreement, such to include modifications of price and time for its performance.
- 16.7. Without thereby being in default, Oefenweb.nl can refuse a request to modify the agreement if this can have qualitative and/or quantitative effects, for example, on the work to be performed or the goods to be delivered.
- 16.8. If the Counterparty should be in default of the proper fulfilment of its undertakings to Oefenweb.nl, the Counterparty shall be liable for

all damage suffered as a consequence by Oefenweb.nl whether directly or indirectly.

Article 17. Intellectual property

- 17.1. Unless explicitly agreed otherwise in writing, a Customised Work Agreement shall never transfer any intellectual property right from Oefenweb.nl to the Counterparty.
- 17.2. The Counterparty is granted solely those licenses essential for the agreed use of the application, unless explicitly agreed otherwise in writing. In principle such licenses are non-exclusive and non-transferable, unless the nature of the agreement provides to the contrary.
- 17.3. Article 4 of section A applies in full.

Article 18. Suspension, cancellation and early termination

- 18.1. Oefenweb.nl has the power to cancel or suspend the agreement in whole or in part with immediate force without recourse to the courts by letter, by fax, or by email without any obligation for compensation or indemnification if:
- the Counterparty fails to fulfil its obligations under the agreement in whole or in part or in a timely manner.
 - after entering the agreement Oefenweb.nl becomes aware of circumstances that provide good grounds to fear that the Counterparty will not fulfil its obligations.
 - upon entering the agreement the Counterparty is requested to furnish security for the fulfilment of its obligations under this agreement and such security is not provided or is inadequate.
 - by reason of delay on the part of the Counterparty Oefenweb.nl can no longer be required to fulfil the agreement under the conditions originally agreed.
 - the Counterparty dies, applies for a moratorium, or applies for a bankruptcy order.
 - an application for the Counterparty's bankruptcy is filed.
 - the Counterparty's activities are closed down or liquidated.



- any portion of the Counterparty's assets is attached.
 - circumstances arise that are such that fulfilment of the agreement is impossible or cannot reasonably be demanded of Oefenweb.nl while maintaining the agreement unchanged.
- 18.2. If the agreement is terminated any claims of Oefenweb.nl upon the Counterparty become immediately due and payable. If Oefenweb.nl suspends fulfilment of its obligations, it retains all its claims under the law and the agreement.
- 18.3. If cancellation is attributable to the Counterparty, Oefenweb.nl is entitled to compensation for damages, such to include all costs, whether direct or indirect, arising there from.
- 18.4. If Oefenweb.nl suspends or cancels on the grounds stated in this Article, it shall in no way be bound to make any compensation for any reason for damages and costs arising in any way from this or for indemnification, while the Counterparty shall be obliged to make compensation or indemnification for breach of contract.

Article 19. Payment and collection charges

- 19.1. Payment must be made within 14 days of the date of invoice in a manner of Oefenweb.nl's choosing in the currency of the invoice, unless otherwise stated in writing by Oefenweb.nl. Oefenweb.nl is entitled to invoice periodically.
- 19.2. If the Counterparty remains in default of timely payment of an invoice the Counterparty shall be in default by operation of law. The Counterparty shall then owe interest of 1% per month, unless the statutory interest is greater, in which case it shall owe statutory interest. The interest on the sum due and payable shall be computed as from the moment that the game & train, track & teach oefenweb.nl Counterparty is in default until the moment the entire sum owing has been satisfied in full.
- 19.3. Oefenweb.nl is entitled to apply payments made by Counterparty first to any outstanding costs and then against any accrued interest, and finally against the principal and current interest. Oefenweb.nl can refuse settlement of the principal if the accrued interest, current interest,

and collection charges are not also settled at that time.

- 19.4. Objections to the amount of any invoice do not suspend the obligation to pay.
- 19.5. If the Counterparty is in default or breach of the (timely) fulfilment of its obligations, all reasonable costs incurred to obtain an out-of-court settlement shall be payable by the Counterparty. Extrajudicial costs shall be determined on the basis of what is customary for collection services in the Netherlands, which at present are calculated with the aid of the Voorwerk II report. If Oefenweb.nl should, however, incur reasonably necessary greater costs for collection, the actual costs will be subject to collection. Any judicial and enforcement costs will also be recovered from the Counterparty. The Counterparty shall also owe interest on any collection costs still owing.

Article 20. Complaints and period of limitation

- 20.1. The Counterparty must submit in writing any complaints concerning the execution of an assignment no later than 14 days of the completion of the assignment, describing the complaint(s) in detail. Should the Counterparty fail to do so, its right to lodge a complaint shall lapse. Complaints about the amount of an invoice must be submitted in writing to Oefenweb.nl no later than 8 days of the date of the invoice.
- 20.2. If the Counterparty makes a timely complaint, this does not suspend its obligation to pay. The Counterparty remains bound in such a case to the acceptance of and payment for any goods it has ordered and for the services it had commissioned from Oefenweb.nl.
- 20.3. Revendication is not possible if the damage is caused by the Counterparty's negligence or because the Counterparty has acted contrary to Oefenweb.nl's express instructions and directions, and/or if it has not satisfied its obligations towards Oefenweb.nl, whether financial or otherwise.
- 20.4. If a defect is reported at some later time, the Counterparty no longer is entitled to rectification, replacement or indemnification.
- 20.5. If the Counterparty lodges a complaint with due regard for the provisions of this Article and if

Oefenweb.nl finds the complaint to be well founded, Oefenweb.nl shall, at its choosing, modify the execution of the assignment or grant a modification in price.

20.6. If it is determined that a complaint is unfounded, any resulting costs, including any research costs, incurred by Oefenweb.nl, shall be payable in full by the Counterparty.

20.7. Notwithstanding the statutory periods of limitation, the period of limitation for all claims and defences against Oefenweb.nl and by Oefenweb.nl by third parties involved in the execution of an agreement shall be one year.

Article 21. Personal details

21.1. Oefenweb.nl is authorised to save the details of (its contact person with) the Counterparty for the execution of (Subscription) agreements and when the Counterparty has contact with Oefenweb.nl in the framework of its service provision. These details can also be used to furnish (its contact person with) the Counterparty with information about (the products and services of) Oefenweb.nl.

21.2. If the Counterparty does not wish to have the information mentioned in this Article, it can so inform Oefenweb.nl in writing.

21.3. Oefenweb.nl respects the privacy of (its contact person with) the Counterparty and shall treat the information provided as confidential with due regard for the Personal Data Protection Act (Wbp). Oefenweb.nl shall not make the personal details available to third parties unless:

- the Counterparty grants its permission in writing to do so,
- Oefenweb.nl is compelled to do so under orders of competent authority.

Article 22. Liability

22.1. Oefenweb.nl is not liable for any damage suffered or to be suffered by the Counterparty or third parties, of whatever sort whatsoever, related to or arising from the fulfilment of the agreement or from remaining in breach thereof, unless there is wilful game & train, track & teach oefenweb.nl misconduct or gross negligence on the part of Oefenweb.nl and unless the parties have agreed otherwise in writing.

22.2. Oefenweb.nl shall not be liable for damages of whatever sort arising from Oefenweb.nl proceeding from incorrect or incomplete information furnished by the Counterparty.

22.3. Oefenweb.nl shall never be liable for any harm suffered or to be suffered by the Counterparty or third parties that is attributable directly or indirectly to inaccurate, wrongful or incomplete or not up-to-date information and/or goods furnished under the agreement by Oefenweb.nl to the Counterparty.

22.4. Oefenweb.nl shall never be liable for consequential loss, resulting damage, lost profit, lost savings, reduction of goodwill, loss due to business interruption, loss consequential to claims by the Counterparty's customers or by third parties.

22.5. If Oefenweb.nl should be liable for any loss, Oefenweb.nl's liability shall never exceed the value of that portion of the invoiced order for which liability is claimed. A series of related losses shall hereby be deemed to be a single loss. If the agreement has a term greater than one year, liability shall be limited to a period of one year. Oefenweb.nl shall never be liable for consequential loss. Oefenweb.nl's liability shall always be limited to the amount paid out by its insurer in the case in question.

22.6. The Counterparty indemnifies Oefenweb.nl against claims by third parties related to loss suffered in the execution of the agreement, the cause of which being attributable to others than Oefenweb.nl.

Section D. Conditions for extra product support

Article 23. Agreement for extra product support

23.1. An agreement for extra product support shall have an indefinite term unless some other term arises from the nature of the agreement or if the parties have expressly agreed otherwise in writing.

23.2. Any term that has been agreed or given for the completion of some particular activities or the delivery of some goods shall never be a strict



deadline. Exceeding such a term shall never entitle the Counterparty to any compensation or to suspend any consideration or to dissolve the agreement unless the Counterparty cannot reasonably be required to maintain the agreement. If the term is exceeded in such a way that the Counterparty cannot reasonably be required to maintain the agreement, the Counterparty is entitled to dissolve the agreement but without being entitled to any compensation.

23.3. Oefenweb.nl is entitled to have third parties perform certain activities.

23.4. Oefenweb.nl is entitled to carry out the agreement in several phases and to invoice each such phase separately.

23.5. The Counterparty shall ensure that all information that Oefenweb.nl indicates is necessary or that the Counterparty can reasonably be expected to understand is necessary to implement the agreement shall be provided to Oefenweb.nl in a timely manner. If the necessary information is not provided to Oefenweb.nl in a timely manner, Oefenweb.nl is entitled to suspend implementation of the agreement and/or to charge the Counterparty for the additional costs arising from the delay at the then customary rates. The time required to complete shall not commence any sooner than after the Counterparty has made the information available to Oefenweb.nl.

23.6. If it appears during the implementation of the agreement that its revision or some addition to it is required to carry it out properly, the parties shall enter into timely negotiations to modify the agreement. If the nature, scope or content of the agreement, whether or not at the request or direction of the Counterparty, of the authorised entities, et cetera, are modified and the agreement is thereby amended in a qualitative and/or quantitative respect, this can then have consequences for what had originally been agreed, including an increase or decrease of the sums originally agreed. Oefenweb.nl shall submit a quotation as far in advance as possible. A change to the agreement can also change the amount of time for performance that had been agreed originally. The Counterparty accepts the possibility of a revision of the agreement, such to include modifications of price and time for its performance.

23.7. Without thereby being in default, Oefenweb.nl can refuse a request to modify the agreement if this can have qualitative and/or quantitative effects, for example, on the work to be performed or the goods to be delivered.

23.8. If the Counterparty should be in default of the proper fulfilment of its undertakings to Oefenweb.nl, the Counterparty shall be liable for all damage suffered as a consequence by Oefenweb.nl whether directly or indirectly. game & train, track & teach oefenweb.nl

Article 24. Suspension, cancellation and early termination

24.1. Oefenweb.nl has the power to cancel or suspend the agreement in whole or in part with immediate force without recourse to the courts by letter, by fax, or by email without any obligation for compensation or indemnification if:

- the Counterparty fails to fulfil its obligations under the agreement in whole or in part or in a timely manner.
- after entering the agreement Oefenweb.nl becomes aware of circumstances that provide good grounds to fear that the Counterparty will not fulfil its obligations.
- upon entering the agreement the Counterparty is requested to furnish security for the fulfilment of its obligations under this agreement and such security is not provided or is inadequate.
- by reason of delay on the part of the Counterparty Oefenweb.nl can no longer be required to fulfil the agreement under the conditions originally agreed.
- the Counterparty dies, applies for a moratorium, or applies for a bankruptcy order.
- an application for the Counterparty's bankruptcy is filed.
- the Counterparty's activities are closed down or liquidated.
- any portion of the Counterparty's assets is attached.
- circumstances arise that are such that fulfilment of the agreement is impossible or cannot reasonably be demanded of



Oefenweb.nl while maintaining the agreement unchanged.

- 24.2. If the agreement is terminated any claims of Oefenweb.nl upon the Counterparty become immediately due and payable. If Oefenweb.nl suspends fulfilment of its obligations, it retains all its claims under the law and the agreement.
- 24.3. If cancellation is attributable to the Counterparty, Oefenweb.nl is entitled to compensation for damages, such to include all costs, whether direct or indirect, arising there from.
- 24.4. If Oefenweb.nl suspends or cancels on the grounds stated in this Article, it shall in no way be bound to make any compensation for any reason for damages and costs arising in any way from this or for indemnification, while the Counterparty shall be obliged to make compensation or indemnification for breach of contract.

Article 25. Payment and collection charges

- 25.1. Payment must be made within 14 days of the date of invoice in a manner of Oefenweb.nl's choosing in the currency of the invoice, unless otherwise stated in writing by Oefenweb.nl. Oefenweb.nl is entitled to invoice periodically.
- 25.2. If the Counterparty remains in default of timely payment of an invoice the Counterparty shall be in default by operation of law. The Counterparty shall then owe interest of 1% per month, unless the statutory interest is greater, in which case it shall owe statutory interest. The interest on the sum due and payable shall be computed as from the moment that the Counterparty is in default until the moment the entire sum owing has been satisfied in full.
- 25.3. Oefenweb.nl is entitled to apply payments made by Counterparty first to any outstanding costs and then against any accrued interest, and finally against the principal and current interest. Oefenweb.nl can refuse settlement of the principal if the accrued interest, current interest, and collection charges are not also settled at that time.
- 25.4. Objections to the amount of any invoice do not suspend the obligation to pay.
- 25.5. If the Counterparty is in default or breach of the (timely) fulfilment of its obligations, all

reasonable costs incurred to obtain an out-of-court settlement shall be payable by the Counterparty. Extrajudicial costs shall be determined on the basis of what is customary for collection services in the Netherlands, which at present are calculated with the aid of the Voorwerk II report. If Oefenweb.nl should, however, incur reasonably necessary greater costs for collection, the actual costs will be subject to collection. Any judicial and enforcement costs will also be recovered from the Counterparty. The Counterparty shall also owe interest on any collection costs still owing.

Article 26. Complaints and period of limitation

- 26.1. The Counterparty must submit in writing any complaints concerning the execution of an assignment no later than 14 days of the completion of the game & train, track & teach oefenweb.nl assignment, describing the complaint(s) in detail. Should the Counterparty fail to do so, its right to lodge a complaint shall lapse. Complaints about the amount of an invoice must be submitted in writing to Oefenweb.nl no later than 8 days of the date of the invoice.
- 26.2. If the Counterparty makes a timely complaint, this does not suspend its obligation to pay. The Counterparty remains bound in such a case to the acceptance of and payment for any goods it has ordered and for the services it had commissioned from Oefenweb.nl.
- 26.3. Revendication is not possible if the damage is caused by the Counterparty's negligence or because the Counterparty has acted contrary to Oefenweb.nl's express instructions and directions, and/or if it has not satisfied its obligations towards Oefenweb.nl, whether financial or otherwise.
- 26.4. If a defect is reported at some later time, the Counterparty no longer is entitled to rectification, replacement or indemnification.
- 26.5. If the Counterparty lodges a complaint with due regard for the provisions of this Article and if Oefenweb.nl finds the complaint to be well founded, Oefenweb.nl shall, at its choosing, modify the execution of the assignment or grant a modification in price.

- 26.6. If it is determined that a complaint is unfounded, any resulting costs, including any research costs, incurred by Oefenweb.nl, shall be payable in full by the Counterparty.
- 26.7. Notwithstanding the statutory periods of limitation, the period of limitation for all claims and defences against Oefenweb.nl and by Oefenweb.nl by third parties involved in the execution of an agreement shall be one year.

Article 27. Personal details

- 27.1. Oefenweb.nl is authorised to save the details of (its contact person with) the Counterparty for the execution of (Subscription) agreements and when the Counterparty has contact with Oefenweb.nl in the framework of its service provision. These details can also be used to furnish (its contact person with) the Counterparty with information about (the products and services of) Oefenweb.nl.
- 27.2. If the Counterparty does not wish to have the information mentioned in this Article, it can so inform Oefenweb.nl in writing.
- 27.3. Oefenweb.nl respects the privacy of (its contact person with) the Counterparty and shall treat the information provided as confidential with due regard for the Personal Data Protection Act (Wbp). Oefenweb.nl shall not make the personal details available to third parties unless:
- the Counterparty grants its permission in writing to do so,
 - Oefenweb.nl is compelled to do so under orders of competent authority.

Article 28. Liability

- 28.1. Oefenweb.nl is not liable for any damage suffered or to be suffered by the Counterparty or third parties, of whatever sort whatsoever, related to or arising from the fulfilment of the agreement or from remaining in breach thereof, unless there is wilful misconduct or gross negligence on the part of Oefenweb.nl and unless the parties have agreed otherwise in writing.
- 28.2. Oefenweb.nl shall not be liable for damages of whatever sort arising from Oefenweb.nl proceeding from incorrect or incomplete information furnished by the Counterparty.

- 28.3. Oefenweb.nl shall never be liable for any harm suffered or to be suffered by the Counterparty or third parties that is attributable directly or indirectly to inaccurate, wrongful or incomplete or not up-to-date information and/or goods furnished under the agreement by Oefenweb.nl to the Counterparty.
- 28.4. Oefenweb.nl shall never be liable for consequential loss, resulting damage, lost profit, lost savings, reduction of goodwill, loss due to business interruption, loss consequential to claims by the Counterparty's customers or by third parties.
- 28.5. If Oefenweb.nl should be liable for any loss, Oefenweb.nl's liability shall never exceed the value of that portion of the invoiced order for which liability is claimed. A series of related losses shall hereby be deemed to be a single loss. If the agreement has a term greater than one year, liability shall be limited to a period of one year. Oefenweb.nl shall never be liable for consequential loss. Oefenweb.nl's liability shall always be limited to the amount paid out by its insurer in the case in question.
- 28.6. The Counterparty indemnifies Oefenweb.nl against claims by third parties related to loss suffered in the execution of the agreement, the cause of which being attributable to others than Oefenweb.nl.

