

TERMS AND CONDITIONS

US MEDIA

Article 1 Definitions

Capitalised terms used in these Us Media Terms, whether in the singular or the plural, are defined as follows:

Annex: annex to these Us Media Terms containing specific provisions regarding the Services to be provided;

Services: the services to be provided by Us Media to the Client under the Agreement, including, if applicable, results of services;

DDA: Dutch Digital Agencies, the sector association and knowledge organisation of internet agencies in the Netherlands, of which Us Media is a member;

Us Media Terms: these terms and conditions of Us Media, including all applicable Annexes;

IP Rights: all intellectual property and associated rights, such as but not limited to copyrights, trademark rights, patent rights, design rights, trade name rights, rights to domain names, database rights and related rights, as well as rights to know-how and any performance on a par with such rights;

Client: the natural or legal person who has concluded or will conclude an Agreement with Us Media;

Agreement: the entire agreement between Us Media and the Client regarding the Service provision, including Us Media's offer or quotation, these Us Media Terms, any service level agreement and/or data processing agreement entered into between the Parties and any other documents setting out arrangements about the Services to be provided;

Parties: Us Media and the Client; and

Personal Data: any information relating to an identified or identifiable natural person, as referred to in Article 4(1) of the General Data Protection Regulation.

Article 2 General

- 2.1 These Us Media Terms apply to and form an integral part of all Agreements concluded between Us Media B.V. and the Client. The specific Annex(es) to these Us Media Terms that Us Media B.V. provides to the Client also apply.
- 2.2 Where these Us Media Terms state that an action must be in writing, this will also be understood to mean by email.
- 2.3 Derogations from these Us Media Terms Conditions are only valid if explicitly agreed in writing by Us Media B.V. and the Client and only apply to the specific Agreement for which they have been agreed.
- 2.4 Any purchase or other terms and conditions used by the Client will not apply to the Agreement unless the Parties have explicitly agreed otherwise in writing. In the latter case, these Us Media Terms will at all times prevail over any purchase or other terms and conditions used by the Client.
- 2.5 If these Us Media Terms have already applied to a legal relationship between Us Media B.V. and the Client, the Client will be deemed to have agreed in advance to the applicability of these Us Media Terms to Agreements concluded and to be concluded thereafter.
- 2.6 If and insofar as any provision of these Us Media Terms is declared null and void or is annulled, the other provisions of these Us Media Terms will remain in full force and effect. In that case, the Parties will consult on a new provision to replace the void/annulled provision, observing the purport of the void/annulled provision as closely as possible.
- 2.7 If there is a conflict between provisions of the various documents making up the Agreement and these Us Media Terms, the order of precedence of the documents concerned will be as follows:
- a. offer or quotation
 - b. data processing agreement (if applicable)
 - c. service level agreement (if applicable)
 - d. Annexes to the Us Media Terms
 - e. Us Media Terms
 - f. other documents (if applicable)
- 2.8 Electronic communications between the Parties will be deemed to have been received on the day of transmission, unless evidence to the contrary is provided.

Article 3 Quotations and formation of the Agreement

- 3.1 Quotations and other offers made by Us Media B.V. are without obligation and Us Media B.V. may revoke them within a reasonable period after they have been accepted.

- 3.2 A quotation or offer ceases to have effect four weeks after the date stated on it unless otherwise indicated in writing.
- 3.3 The Client guarantees the accuracy and completeness of the data provided by or on behalf of the Client to Us Media B.V. and on which Us Media B.V. base its offer. If this information proves to be incorrect or incomplete, Us Media B.V. has the right to change, terminate or rescind the offer or the Agreement already concluded.
- 3.4 An Agreement is concluded upon the Client's acceptance, in writing or otherwise, of an unmodified valid quotation and/or offer from Us Media B.V.. If an Agreement is accepted verbally, Us Media B.V. may demand written confirmation before starting to perform it.

Article 4 Performance of the Agreement and delivery

- 4.1 Us Media B.V. will perform the Agreement to the best of its knowledge and abilities in accordance with the standards of good workmanship and on the basis of the current state of the art. The nature of the Agreement to be concluded between Us Media B.V. and the Client is that of a best efforts obligation, unless and insofar as Us Media B.V. has explicitly committed to a result in the written Agreement and that result is furthermore sufficient specified in the Agreement. Service level arrangements, if any, will always be agreed in writing in a separate service level agreement.
- 4.2 In the Agreement, the Parties will determine the delivery periods and dates as well as the place and manner in which the Services are to be delivered and/or completed. The time taken to complete an order depends on various factors and circumstances, such as the availability and quality of the data and information provided by the Client, as well as the cooperation of the Client and of relevant third parties. Accordingly, such times to completion are not strict deadlines unless the Parties explicitly agree otherwise in writing. If any delivery or other period is or is at risk of being exceeded, the Parties will consult with each other as soon as possible in order to take appropriate measures.
- 4.3 If it has been agreed that the Agreement will be performed in phases, Us Media B.V. may postpone providing the Services corresponding to a subsequent phase until the Client has given its written approval of the results of the preceding phase.
- 4.4 Us Media B.V. is not obliged to adhere to instructions that alter or supplement the content or scope of the agreed Services; if it does adhere to such instructions, the work involved will be paid for in accordance with Article 6 of these Us Media Terms.
- 4.5 Us Media B.V. may have the Agreement performed, wholly or in part, by third parties, or to engage third parties in the performance of the Agreement. In that case, Us Media B.V. will remain responsible to the Client for the correct and timely performance of the Agreement. Consequently, in the event of errors made by such third parties, Us Media B.V. will be liable as though it had made the errors itself.
- 4.6 Services will be deemed accepted between the Parties if the Client has not issued a detailed written substantiation of why it does not accept them within five (5) working days of those Services having been delivered. If they are not accepted, Us Media B.V. will replace or modify the Services within a reasonable time. If the Client does not accept the Services a second time either, the Parties will

complete the acceptance procedure again. This procedure will be repeated every time that the Client, during the repeated acceptance test, provides substantiation for its refusal to accept the Services.

- 4.7 In addition to Article 4.6, if after a reasonable number of renewed attempts (i.e. at least two) either Party no longer considers further modifications to the Services to be useful, that Party has the right to terminate the Agreement. In that case, the Services already delivered will be settled pro rata to the extent that they represent an independent value. After terminating the Agreement, the Client will no longer have the right to use the rejected Services.
- 4.8 The risk of loss, theft, of embezzlement of or damage to items, products, information/data, documents or programs created or used in performing the Agreement passes to the Client when they are placed in the actual control of the Client or an assistant of the Client.

Article 5 Prices and terms of payment

- 5.1 All prices are stated in euro and are exclusive of value added tax (VAT) and other government levies.
- 5.2 Unless explicitly agreed otherwise, Us Media B.V.'s price indications, budgets and/or pre-calculations are solely indicative and no rights or expectations can be derived from them. Us Media B.V. is only obliged to notify the Client if an advance calculation or estimate is exceeded if the Parties have agreed that it will do so.
- 5.3 In the Agreement, the Parties will include the date(s) when Us Media B.V. is to charge the Client for Services. All invoices are payable by the Client in accordance with the payment terms stated on the invoice. In the absence of a specific arrangement, payment by the Client is due within fourteen (14) days of the invoice date.
- 5.4 If the Client does not pay the amounts due on time, it will owe statutory interest on the outstanding amount without any demand or notice of default being required. If after having been sent a reminder or notice of default the Client continues to be in default, Us Media B.V. may pass on the debt for collection, in which case the Client will be obliged to pay, in addition to the total amount then owed, all judicial and extrajudicial costs, including the costs of collection agencies, lawyers, legal advisers and other external experts.
- 5.5 If the Client fails to meet its payment obligation, Us Media B.V. may retain any Services still in its control until the Client does meet its payment obligation, regardless of whether the payment arrears relates to the Services still in the control of Us Media B.V..
- 5.6 During the term of an Agreement, Us Media B.V. is entitled to increase the prices for its Services each year, effective 1 January, in accordance with the price index for the previous calendar year published by Statistics Netherlands (Consumer Price Index "All Households"), plus a maximum of fifteen percent (15%). Us Media B.V. is entitled to implement the cost increase at a later date if it sees fit to do so from an administrative point of view.
- 5.7 Comments or complaints about invoices, bills and expense statements must be made in writing within fourteen (14) days after receipt of the relevant invoice, bill or expense statement, failing which they will be deemed to have been accepted. Such complaints do not suspend the obligation to pay.

- 5.8 Us Media B.V. is entitled to invoice the Client on an interim basis and/or on the basis of advance payments, to set off invoices, or to demand security for performance by the Client.
- 5.9 The Client agrees to receiving invoices electronically from Us Media B.V..

Article 6 Changes to the assignment and/or extra work

- 6.1 The Client accepts that the time scheduling of the Agreement may be affected if the scope of the Agreement is increased and/or modified in the interim. Us Media B.V. will notify the Client as soon as possible if such interim change affects the agreed fee.
- 6.2 If, further to the modification of the Agreement, Us Media B.V. needs to perform additional work due to additional requests or wishes from the Client, the Client will be charged this work on the basis of subsequent calculation at the then applicable rates, unless explicitly agreed otherwise in writing.
- 6.3 Provided that the cost of this additional work does not exceed ten percent (10%) of the total fee originally agreed, Us Media B.V. will be entitled to perform such additional work without the prior written consent of the Client.
- 6.4 Us Media B.V. will notify the Client if the cost of this additional work exceeds 10% (ten percent). In that event the Parties will mutually agree the measures to be taken.

Article 7 Obligations of the Client

- 7.1 The Client must ensure that all data and/or information which Us Media B.V. indicates is/are necessary or which the Client should reasonably understand to be necessary for the performance of the Agreement, including information regarding laws and regulations specific to the Client's industry which Us Media B.V. must comply with, are provided to Us Media B.V. in a timely manner and agrees to provide all cooperation Us Media B.V. may request.
- 7.2 If information required for the performance of the Agreement is not provided to Us Media B.V. in time, Us Media B.V. may suspend its performance of the Agreement and/or charge the Client any additional costs resulting from the delay, in accordance with the then applicable usual rates.
- 7.3 The Client is responsible for any usernames and/or passwords provided by Us Media B.V. in the context of the Agreement and is fully and independently liable for any abuse made of them, unless such abuse is the result of intent or deliberate recklessness on the part of Us Media B.V..
- 7.4 The Client may not disclose any usernames and/or passwords provided by Us Media B.V. in the context of the Agreement to third parties without Us Media B.V. 's consent.

Article 8 Termination, premature termination and the consequences of these

- 8.1 An Agreement enters into effect on the date referred to in Article 3.4 and will remain in force for the period agreed between the Parties in writing. Unless explicitly agreed otherwise, the Parties may not terminate the Agreement prematurely. Notice of termination of the Agreement, with effect from the end of its term, must be given in writing 2 (two) months in advance.

- 8.2 If the Parties have not reached agreement on the term of the Agreement, it will be deemed to have been entered into for the period necessary to deliver the Services, or, if it is a continuing performance contract, for at least 12 months.
- 8.3 A continuing performance contract will always be tacitly renewed at the end of its term for the same duration as the original term, unless the Parties have explicitly agreed otherwise.
- 8.4 Either Party may terminate the Agreement wholly or in part if the other Party is declared bankrupt, is granted a moratorium, or if its business is halted or liquidated other than for the purpose of reconstruction or a merger of companies. In addition, Us Media B.V. may terminate the Agreement if the decisive control of the Client's business changes.
- 8.5 The Agreement may only be terminated for breach of contract upon giving detailed written notice of default, allowing a reasonable period for rectifying the breach, unless otherwise specified in these Us Media Terms, the Agreement or otherwise prescribed by law.
- 8.6 If the Agreement is terminated, there will be no reversal or cancellation of anything already completed or delivered by Us Media B.V. or of the associated obligation to make payment, unless the Client proves that Us Media B.V. is in breach of contract in respect of any material component of that performance. All amounts invoiced by Us Media B.V. for work already properly completed or delivered under the Agreement before it is terminated, will remain due in full, subject to the provisions of the previous sentence, and will become immediately payable on the date of termination.
- 8.7 If the Agreement is terminated or cancelled, all rights granted to the Client will lapse. The Client will in that vent no longer be entitled to use the Service.
- 8.8 Any clauses which in view of their nature are intended to continue to apply after the Agreement ends will remain in full force and effect after it ends.

Article 9 IP Rights

- 9.1 Unless otherwise provided in the Agreement, all IP Rights attached to the Services provided under the Agreement and to any other materials or information provided by Us Media B.V. will remain exclusively in Us Media B.V. and/or its licensors.
- 9.2 Nothing in the Agreement implies an assignment of IP Rights. The Client will obtain solely the non-exclusive and non-transferable right to use the Services for the purposes and on the terms and conditions set out in the Agreement. Unless otherwise provided in writing, the right of use granted applies solely in the Netherlands and only for the duration of the Agreement.
- 9.3 The Client may not remove or tamper with any proprietary notices regarding the IP Rights included in the results of Services.
- 9.4 Us Media B.V. explicitly does not waive its personality rights as referred to in Article 25 of the Dutch Copyright Act (Auteurswet).

- 9.5 Us Media B.V. may use the Services and the materials used for performing the Agreement, such as designs, drawings, films, software, electronic and other files, reports, formats and interviews, for its own promotional and/or publicity purposes unless otherwise provided in the Agreement.
- 9.6 Us Media B.V. reserves the right to implement technical protection measures in the Services. The Client may not circumvent these technical protection measures or provide any means intended for that purpose.

Article 10 Privacy

- 10.1 If, in the context of providing the Services, Us Media B.V. needs to process Personal Data of the Client's customers, Us Media B.V. is to be considered as the "processor" and the Client as the "controller" within the meaning of the General Data Protection Regulation.
- 10.2 In accordance with Article 28(3) of the General Data Protection Regulation, the Client and Us Media B.V. will enter into a data processing agreement governing Us Media B.V.'s processing of Personal Data on the basis of the relevant regulations.

Article 11 Confidentiality

- 11.1 The Parties will treat all information they obtain from each other in any form whatsoever, whether written, oral, electronic or tangible, including but not limited to software, source code, programs, applications, customer data, know-how, technical specifications and documentation ("Confidential Information"), as strictly confidential and keep it secret.
- 11.2 The Parties will use the Confidential Information solely for the purposes for which it was provided and, in that regard, they will exercise at least the same duty of care and safeguards that apply to their own internal confidential information. The Parties will only disclose the Confidential Information to employees insofar as is necessary to perform the Agreement.
- 11.3 The obligations to treat the Confidential Information confidentially do not apply to the extent that the Party which has received information is able to demonstrate that it:
- a. was already known to that Party when it received it;
 - b. was already publicly known at the time when the Party received it;
 - c. became publicly known after that Party received it without the fault of that Party;
 - d. was lawfully obtained from a third party together with the right to disclose it free from any obligation of confidentiality;
 - e. was publicly disclosed with the approval of the Party that provided it.
- 11.4 If the receiving Party receives an order from a competent authority to surrender Confidential Information, it will be entitled to do so. However, the receiving Party will be obliged to inform the providing Party of that order as soon as possible, unless the order or the law explicitly prohibits this. If the providing Party takes measures against the order (e.g. by instituting interim relief proceedings),

the receiving Party will, to the extent legally possible, await a decision on such measures before surrendering any Confidential Information.

- 11.5 During the term of the Agreement and for 1 (one) year after it ends, neither Party shall be entitled to employ the other Party's employees who are or have been involved in the performance of the Agreement or otherwise have them work for it, either directly or indirectly, without that other Party's prior consent.

Article 12 Liability

- 12.1 Us Media B.V.'s liability for damage or other claims due to an imputable failure to perform its obligations (including any agreed warranty obligations) and/or due to an unlawful act is limited to the compensation of direct damage suffered by the Client up to the amount paid by Us Media B.V.'s insurer in the relevant event. If Us Media B.V.'s insurer does not pay out, Us Media B.V.'s liability will be limited to the fee stipulated for the performance of the Agreement or, in the case of continuing performance contracts, the fee stipulated for one year.
- 12.2 Direct damage is exclusively taken to mean:
- 12.3 reasonable costs that the Client would have to incur to have Us Media B.V.'s performance comply with the Agreement; this alternative damage will not be paid, however, if the Agreement is terminated by the Client or at its demand;
- 12.4 reasonable costs incurred by the Client to keep its old system(s) operational longer and for making related provisions due to Us Media B.V. not having delivered the Services by the latest binding delivery date, less any amount saved as a result of the delayed delivery;
- 12.5 reasonable costs incurred to determine the cause and the scope of the damage, to the extent that this determination relates to direct damage within the meaning of these Us Media Terms;
- 12.6 reasonable costs incurred to prevent or mitigate the damage, provided that the Client demonstrates that these costs have resulted in mitigation of the direct damage within the meaning of these Us Media Terms.
- 12.7 Any liability on the part of Us Media B.V. for anything other than direct damage ("indirect damage"), including but not limited to consequential damage, loss of and/or damage to data, loss of profit or loss of turnover, is excluded.
- 12.8 The limitations specified in the foregoing paragraphs of this article do not apply if and insofar as the damage is the result of intent or deliberate recklessness on the part of Us Media B.V. or its management ("contributory negligence").
- 12.9 In all instances, Us Media B.V. will only be liable for attributable failure to perform the Agreement if it is immediately and properly held in default in writing by the Client, allowing a reasonable to rectify the failure and Us Media B.V. continues to be in default after that period as well, except in instances of an ongoing imputable failure. The notice of default must contain an as full and detailed description of the failure as possible, to enable Us Media B.V. to adequately respond.

- 12.10 A precondition for any right to compensation is always that the Client must notify Us Media B.V. in writing of the damage as soon as possible after it occurs. All claims for compensation against Us Media B.V. lapse 12 (twelve) months after they arise.
- 12.11 The Client bears the entire risk and responsibility for its use of the Services. Us Media B.V. does not accept any liability for the Client's use of the Services. The Client agrees to indemnify Us Media B.V. against any third-party claims arising from its use of the Services.

Article 13 Force majeure

- 13.1 The Parties will not be deemed to be in breach of contract in the event of force majeure.
- 13.2 Force majeure includes but is not limited to interruptions in the supply of electricity, strikes, riots, government measures, fire, natural disasters, floods, failures by the Parties' suppliers, failures by third parties engaged by the Parties, breakdowns in internet connections, hardware failures, breakdowns in telecommunications networks and other unforeseen circumstances.
- 13.3 If the situation of force majeure continues for at least 30 (thirty) days, the Parties will be entitled to terminate the Agreement without owing any damages or compensation as a result of the termination.
- 13.4 If Us Media B.V. is still able to partially perform, or has partially performed, during an event of force majeure, it will be entitled to do so and charge this performance separately as if it were a separate Agreement.

Article 14 Transfer of rights and obligations

- 14.1 Each Party may only license (or sub-license) and/or assign their rights and obligations under an Agreement to third parties if the other Party consents to this in writing.
- 14.2 In derogation of the foregoing provision, Us Media B.V. may assign its rights and obligations under the Agreement to a parent company, subsidiary, or sister entity or to a third party that takes over the relevant business activities from Us Media B.V. without requiring the Client's consent or cooperation.

Article 15 Settlement and mediation

- 15.1 If the Parties fail to satisfactorily resolve a dispute, they agree to submit the dispute, before having recourse to the courts, to duly authorised representatives of the Parties to explore the possibilities of a settlement, or to an independent mediator for mediation.

Article 16 Applicable law and competent court

- 16.1 These Us Media Terms are governed solely by Dutch law.
- 16.2 The application of the Vienna Sales Convention is explicitly excluded.

- 16.3 Any disputes that arise between Us Media B.V. and the Client within the context of or in connection with these Us Media Terms will be submitted to the competent court in the district where Us Media B.V. has its registered office.

Appendix - Agile Software Development

Artikel 1 Applicability

- 1.1 In addition to the general provisions of the Us Media Terms and Conditions, the provisions set out in this Schedule apply if, on the instructions of the Client, Us Media develops computer software, hereinafter to be referred to as "Software", on the basis of a software development method characterised by a step-by-step approach to writing Software involving repetition and the absence of a pre-determined plan with specifications, with the emphasis lying on experiment and teamwork, hereinafter to be referred to as: the "Agile Software Development Method".

Artikel 2 Study phase

- 2.1 Before the Parties decide to implement an Agile Software Development Method, the Parties may agree to include a study phase in which they examine the suitability of the Agile Software Development Method and provide each other with access to information that is relevant in the context of this study.
- 2.2 Each Party will ensure that all data received from the other Party in the context of the study phase, which data they reasonably ought to know is confidential, remains secret. Unless it has received prior permission from the Party issuing the data, the receiving Party will not supply the data and data carriers to third parties and/or disclose these to staff and/or third parties.
- 2.3 The Parties will impose the obligations of secrecy set out in this article on their staff and any engaged third parties and guarantee compliance with these obligations.
- 2.4 Either Party will, at the other Party's first request, sign a further agreement of secrecy.

Artikel 3 Framework, specifications and order of priority

- 3.1 The Parties will agree a written framework in advance stating, if required, the number of iterations, the way in which they will be managed, which efforts are expected from which employees, and the expected timeline for completing the various iterations (hereinafter: the "Framework"). This Framework will also outline, as a point of reference, the minimum functionalities of the Software to be developed.
- 3.2 The Parties will agree the order of priority of the specifications; at any time while the Agreement is being performed, the Parties may agree to modify this order of priority (hereinafter: the "Order of Priority").
- 3.3 If required, the Parties will determine in advance who is authorised to make changes to or to approve amendments to the Framework.
- 3.4 If required, the Parties will determine in advance who is authorised to accept individual iterations in accordance with Article 5.

Artikel 4 Parties and roles

- 4.1 The Parties will determine who forms part of the group which is designated and/or approved by the Client and which is responsible for developing the Software to be developed (hereinafter: the "Team").
- 4.2 If required, the Parties will determine which person designated by the Client will be responsible for the Client's communications with the Team.
- 4.3 If required, the Parties will determine who is to be appointed to supervise the cooperation between the person designated by the Client and the Team.
- 4.4 The designated persons of this article will, in principle, be designated for the full duration of the development process.

Artikel 5 Acceptance

- 5.1 Unless a different acceptance procedure is agreed, every iteration to be completed or interim result will be tested while the Agreement is still being performed, with the test period taking fourteen (14) days after completion of the iteration in question or as long as is agreed in the Agreement.
- 5.2 The Client will perform the agreed acceptance test with sufficiently qualified personnel and to a sufficient depth and extent, and the Client will report the test results clearly and comprehensibly to Us Media in writing.
- 5.3 An iteration will be deemed to be accepted on the first day after the test period or, if Us Media receives a test report as referred to in Article 5.5 before the end of the test period, when the errors referred to in that test report have been remedied, notwithstanding the presence of errors which on the basis of article 5.6 do not preclude acceptance.
- 5.4 If, when performing the agreed acceptance test, it turns out that the iteration contains errors that obstruct the progress of the acceptance test, the Client will provide detailed written information about this to Us Media, in which case the test period will be interrupted until the iteration has been modified in such a way that the obstruction has been removed.
- 5.5 If, when performing the agreed acceptance test, it turns out that the iteration contains errors, the Client will inform Us Media about the errors by means of a detailed written test report no later than on the last day of the test period. Us Media will use its best endeavours to remedy the errors within a reasonable period, with Us Media being entitled to introduce temporary solutions or software bypasses or problem-evading restrictions.
- 5.6 The Client may not withhold acceptance of an iteration due to the existence of minor errors, i.e. errors which would not reasonably preclude the operational or productive use of the iteration.
- 5.7 Us Media is not obliged to remedy errors that arise as a result of:
 - a. a modification to an iteration which is made outside the context of the Team;

- b. use of the Software in a manner or in conjunction with other software or equipment which is not described in the Framework;
- c. incorrect use of an iteration by the Client or another party;
- d. errors in software, hardware, communications equipment, peripheral equipment or other equipment belonging to third parties, or failure by the Client to have that equipment and/or software maintained regularly; or
- e. input errors or errors connected with the data used by the Client.

5.8 Non-acceptance of a particular iteration will not have any effect on the acceptance of a previous iteration.

5.9 The Software will be deemed to be accepted on the first day after the test period of the last outstanding iteration described in the Order of Priority or, if Us Media receives a test report before the end of the test period as referred to in Article 5.5, when the errors referred to in that test report have been remedied, notwithstanding the presence of errors which do not preclude acceptance on the basis of Article 5.6.

Artikel 6 Interim dispute resolution

- 6.1 If a dispute between the Parties regarding an iteration or interim result (or its acceptance or non-acceptance) cannot be resolved satisfactorily within a reasonable period, it will be submitted to authorised representatives of the Parties to investigate the possibilities of a settlement before being submitted for mediation by an independent mediator.
- 6.2 If a dispute has been resolved by mediation, the Parties will adjust the timeline for the completion of iterations within the Framework in consultation with each other.

Artikel 7 Payment

- 7.1 The Parties will agree on the payment model to be used between them.
- 7.2 If the Parties have not agreed that, following every interim acceptance as referred to in Article 5 the amounts relating to the development of the interim result in question are due, all amounts relating to the development will be due in arrears at the end of every calendar month.

Artikel 8 Customised IP Rights

- 8.1 Contrary to Article 9 of the general part of the Us Media Terms and Conditions, all IP Rights to the Software are vested in the Client, but only to the extent that this concerns parts of the Software that have specifically been developed within the Team for the Client using the Agile Software Development Method. This right does not affect the possibility of Us Media using the principles, ideas and designs upon which this development is based for other purposes and/or other clients, without any restriction.

- 8.2 The Client grants Us Media the non-exclusive, non-transferrable and non-sublicensable right to use the parts of the Software referred to in Article 8.1 for testing, support and other operational purposes for the benefit of the Client as well as for use in the context of Us Media's portfolio, its own promotion and publicity, unless otherwise agreed in the Agreement.

Artikel 9 The Client's right of use

- 9.1 To the extent that in developing the Software use is made of parts that have not been specifically developed for the Client within the Team, Us Media grants the Client the non-exclusive, non-transferrable and non-sublicensable right to use the parts of the Software concerned in accordance with the provisions of the Agreement. Notwithstanding the other provisions of the Agreement, the Client's right of use is limited to the right to load and run the parts of the Software concerned.
- 9.2 If use of the Software on one processing unit has been agreed, then, if there is a disruption to this processing unit, the Software may be used on another processing unit for the duration of the disruption.
- 9.3 The Client may only use the Software in and for its own business or organisation. The Client may not use the Software for processing data for third parties (time-sharing) or in any other way for third parties.
- 9.4 The Client will comply with instructions and directions given by Us Media with regard to the Software, including those given in relation to installing any patches and updates for the Software.
- 9.5 The Client will not make the Software available to third parties unless otherwise agreed in the Agreement.
- 9.6 The Client may not reproduce the Software or disclose it to third parties in any way. The Client is not permitted to do any of the following, although this list is not exhaustive:
- a. alter, translate, attempt to determine the source code of, decompile or disassemble the Software or create derived works from it; information that is needed to achieve the interoperability of an independently developed computer program with the Software (as referred to in Article 6 of Council Directive 91/250/EEC on the legal protection of computer programs) may, if required, be obtained from Us Media against payment of the administrative rates charged by Us Media at that time;
 - b. transfer (except where explicitly allowed), lend, rent out, lease, distribute or use the Software to provide services to third parties or for the benefit of third parties, or grant rights to the Software or documentation in any form to third parties, unless Us Media has granted its explicit written permission for this in advance, any applicable payment(s) has/have been made and all of Us Media's other requirements have been met; or
 - c. remove, alter or render illegible the identifiers, labels or markings on the Software or documentation regarding copyright and other IP Rights.
- 9.7 Unless otherwise agreed in writing, the source code of the Software and the technical documentation produced upon developing the Software will not be made available to the Client.

- 9.8 If the Client so requests Us Media will, at the Client's expense, place the Software in escrow with an escrow service provider selected by Us Media in order to safeguard the continuity of the Client's Services.
- 9.9 If the right to use the Software ends, the Client will immediately cease using it and will return all copies of the Software in its possession to Us Media.
- 9.10 If Us Media has secured the Services by means of technical protection (e.g. firewalls or security keys), the Client will not be permitted to remove or evade this protection. If the protection measures result in the Client not being able to make a reserve copy of the Software, Us Media will make a reserve copy available at the Client's request.
- 9.11 The Client itself is at all times responsible for the use of the Software. The Client may not use the Software for actions and/or conduct contrary to the law, public order or morals and the provisions of the Agreement. The Client indemnifies Us Media against all third-party claims with regard to breaches of the foregoing.
- 9.12 If the IP Rights to the Software (or part of it) belong to licensors of Us Media, the Client may be bound by the licence provisions and the terms and conditions of these licensors, including terms and conditions with regard to price adjustments.

Artikel 10 Guarantees

- 10.1 Us Media will use its best endeavours to remedy errors in the Software within a reasonable period if these have been reported, with a detailed description of them, to Us Media within three (3) months of the Software having been fully accepted as referred to in article 5.9
- 10.2 If Us Media delivers Software or provides Services to the Client which Us Media has obtained from its suppliers, Us Media is not bound by a guarantee to the Client that is more far-reaching than that which Us Media may claim from its supplier, on condition that Us Media informs the Client of this.
- 10.3 The guarantee obligation will cease to have effect if:
- a. the Client makes alterations to the Software or has them made without Us Media's written permission;
 - b. the Client has used the Software wrongly or inexpertly;
 - c. there are other causes that are not attributable to Us Media; or
 - d. the errors could have been established when the agreed acceptance test was performed.
- 10.4 Us Media will endeavour, to the extent that this is reasonably possible, to recover impaired or lost information.

Artikel 11 Software from suppliers

- 11.1 If and to the extent that Us Media makes Software (or parts of it) from third parties available to the Client, the conditions of these third parties that apply to the Software (or parts of it) will apply

instead of the Us Media Terms and Conditions provided that Us Media has communicated this to the Client in writing. The Client accepts the conditions of these third parties. These conditions will be available for the Client's inspection at Us Media, and Us Media will send them to the Client at its request.

- 11.2 If and to the extent that the aforementioned conditions of third parties are, for any reason whatsoever, deemed not to apply to the relationship between the Client and Us Media or they are declared inapplicable, the Us Media Terms and Conditions will apply.