Terms of Service of NodeXS

Sole proprietor NodeXS (hereinafter NodeXS) is registered with the Chamber of Commerce under number 80245455 and is located at Vogelwikke 4 (2435WH) in Zevenhoven.

Article 1 - Definitions

1. In these general terms and conditions, the following terms are used in the following sense unless expressly stated otherwise.

2. **Offer:** any offer or quotation to Client for the provision of Services by NodeXS.

3. **Website:** the Website developed for the Client.

4. **Services:** the Services offered by NodeXS are website development, hosting, server rental as well as domain name registration to Client.

5. **Service Provider:** NodeXS provides services to Client hereinafter referred to as NodeXS.

6. **Client:** the natural or legal person acting in the exercise of profession or and business that NodeXS has appointed, has granted projects to NodeXS for Services performed by NodeXS, or to which NodeXS has made a proposal under an Agreement.

7. **Agreement:** any Agreement and other obligations between Client and NodeXS, as well as proposals by NodeXS for Services provided by NodeXS to Client which are accepted by Client and have been accepted and performed by NodeXS with which these General Terms and Conditions form an indissoluble whole.

8. **SaaS Service:** the provision and maintenance by NodeXS of Websites and/or Website via the Internet or another data network without providing a physical carrier to Client.

Article 2 - Applicability.

1. These general terms and conditions apply to every Offer by NodeXS, every Agreement between NodeXS and Client and every Service offered by NodeXS.

2. Before an Agreement (at a distance) is concluded, Client will be provided with these general conditions. If this is not reasonably possible, NodeXS will indicate to Client in which way Client can inspect the general terms and conditions.

3. Deviation from these general conditions is not possible. In exceptional situations, it is possible to deviate from the general conditions if this is explicitly agreed upon in writing with NodeXS. The conditions of the Client are explicitly not applicable.

4. These general terms and conditions also apply to additional, amended and follow-up assignments from the Client.

5. The general terms and conditions of the Client are excluded.

6. If one or more provisions of these general terms and conditions are partially or entirely void or nullified, the remaining provisions of these general terms and conditions shall remain in force, and the void/ nullified provision(s) shall be replaced by a provision with the same purport as the original provision.

7. Uncertainties about the content, explanation or situations that are not regulated in these general terms and conditions must be assessed and explained according to the spirit of these general terms and conditions. The agreements in the Agreement are leading and take precedence over these general terms and conditions.

8. The applicability of Sections 7:404 and 7:407 (2) of the Civil Code is explicitly excluded.

9. The rights and obligations under the Agreement between the Parties cannot be transferred by Client to a third party unless NodeXS grants explicit and prior consent to Client. NodeXS is free to attach further conditions to this.

10. Where reference is made in these General Terms and Conditions to she/he/him, this shall also be construed as a reference to he/him/his, if and to the extent applicable.

Article 3 - The Offer

1. All Offers made by NodeXS are without obligation, unless expressly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this is explicitly mentioned in the Offer.

2. NodeXS is only bound to an Offer if its acceptance is confirmed in writing by the Client within 30 days. Nevertheless, NodeXS has the right to refuse an Agreement with a potential Client for a valid reason for NodeXS.

3. The Offer contains a description of the Services offered. The description is so detailed that Client is able to make a good assessment of the Offer. Obvious mistakes or errors in the Offer cannot bind NodeXS. Any images and data in the Offer are only an indication and cannot be a ground for any compensation or dissolution of the Agreement. All Offers are further made on data provided by Client. Offers will expire if the information provided by the Client is incorrect or incomplete.

4. Offers or quotations do not automatically apply to follow-up orders.

5. Delivery times and deadlines in NodeXS' offer are indicative and if exceeded do not entitle Client to rescission or compensation, unless expressly agreed otherwise.

6. A compound quotation does not oblige NodeXS to deliver a part of the items included in the offer or quotation at a Corresponding part of the quoted price.

Article 4 - Establishment of the Agreement.

1. The Agreement is established at the moment that Client has accepted an Offer or Agreement of NodeXS by returning a signed copy (scanned or original) to NodeXS, or gives an explicit and unambiguous agreement to the Offer by e-mail.

2. NodeXS is not bound to an Offer if Client could reasonably have expected or should have understood that the Offer contains an obvious mistake or clerical error. Client cannot derive any rights from this mistake or clerical error.

3. Any Agreement entered into with NodeXS or any project awarded to NodeXS by Client shall be vested in the company and not in any individual person associated with NodeXS.

4. If the Customer cancels an Agreement that has already been confirmed, the costs actually incurred up to that point (including time spent) will be charged to the Customer.

5. The right of withdrawal of Client being a company is excluded, unless otherwise agreed.

6. If the Agreement is entered into by more than one Principal, each Principal shall be individually jointly and severally liable for the fulfillment of all obligations arising from the Agreement.

Article 5 - Duration of the Agreement

1. If and to the extent an Agreement has been concluded between Client and NodeXS concerning hosting, the duration of this Agreement is in any case one year, unless explicitly agreed otherwise. The duration of an Agreement to develop a website depends on the duration of development as well as possible (changed) wishes of Client. The duration of an Agreement for renting the server depends on the duration of the rental period.

2. The Agreement for hosting and/or maintenance is tacitly renewed each year for the originally agreed upon term, unless Client or NodeXS has terminated the Agreement in writing with one month's notice before the end of the agreed upon period.

3. Both Client and NodeXS may dissolve the Agreement on the basis of an attributable failure to fulfill the Agreement if the other party has been given written notice of default, and has been given a reasonable period of time to fulfill its obligations, and it fails imputably to do so. This also includes the Customer's payment and cooperation obligations.

4. The dissolution of the Agreement shall not affect Client's payment obligations if, at the time of dissolution, NodeXS has performed work or delivered performance.

5. The parties may terminate the Agreement by registered letter with three months' notice. If the Agreement has not yet lasted three months, it may be terminated with a notice period of one month.

6. In case of a premature termination of the Agreement, Client owes NodeXS the actual costs incurred up to that point based on the set (hourly) rate. The (hourly) registration of NodeXS is leading in this respect. If the Agreement ends before the assignment is completed, NodeXS is entitled to a reasonably determined portion of the salary. If the termination of the Agreement is attributable to Client, NodeXS is entitled to the full wage if this is reasonable given the circumstances of the case. If Client has already paid for the entire Agreement there will be no refund of monies already paid.

7. Both Client and NodeXS can terminate the Agreement without further notice of default in writing with immediate effect in case one of the Parties is in suspension of payment, bankruptcy is filed or the company concerned ends by liquidation or other than merging or reconstruction of the company. If a

situation as mentioned above occurs, NodeXS is never obliged to refund monies already received and/or compensation for damages.

8. All post-contractual obligations from these terms and conditions and the Agreement that by their nature are intended to continue even after dissolution of the Agreement shall survive dissolution. This concerns in any case the provisions on confidentiality, intellectual property rights, liability the dispute resolution and choice of law provision.

Article 6 - Execution of the Agreement

1. NodeXS will endeavor to execute the Agreement with the utmost care as may be expected of a good contractor. All Services are performed on the basis of an obligation to perform to the best of one's abilities, unless a result has been explicitly agreed upon in writing and described in detail.

2. In performing the Services, NodeXS is not obliged or bound to follow the instructions of Client if this changes the content or scope of the agreed Services. If the directions result in additional work for NodeXS, Client is obliged to compensate for the additional or additional costs accordingly.

3. NodeXS is entitled to engage third parties at its discretion for the execution of the Services.

4. If NodeXS, pursuant to a request or order of a governmental authority and/or a legal obligation, performs work with respect to Client's data, the associated costs shall be borne solely by Client.

5. If there are changes, NodeXS can continue the implementation of the Service with the modified version of the Website. NodeXS is never obliged or obliged to maintain, modify or add certain functionalities and/or specific features.

6. The source code as well as the technical documentation of the Website is at all times excluded from the right of use or subject to transfer to the Client.

7. Both Client and NodeXS can make changes to the scope and/or content of the purchased Service. The additional costs related to this are for the account of Client. Customer will be informed as soon as possible. If the Customer does not agree with this, the Parties must consult with each other. Client can only terminate the Agreement in writing against the date on which the change comes into effect, if the changes are not related to changes in relevant laws or regulations or NodeXS will bear the costs of the change.

8. NodeXS is not required to provide a physical carrier to Client with the software.

9. If under the Agreement NodeXS also backs up Client's data, NodeXS will, in accordance with the Agreement, make a backup at regular intervals and keep it in accordance with the agreed term. However, Client is solely responsible for complying with the legal retention and administration obligations applicable to him.

10. If NodeXS needs to be present at Client's location at Client's request, an appointment will be scheduled. A scheduled appointment can only be cancelled free of charge up to 24 hours before the start of the event. Cancellation within this period results in Client having to pay for the time already reserved as well as expenses already incurred.

11. Client is not permitted to transfer the username and passwords provided by NodeXS to third parties without prior and written consent of NodeXS, unless expressly agreed otherwise.

Article 7 - Obligations Client

1. Client is obliged to provide all information requested by NodeXS as well as relevant attachments and related information and data on time and/or before the start of the work and in the desired form for a correct and efficient execution of the Agreement. Failure to do so may result in NodeXS being unable to fully execute and/or deliver the relevant documents. The consequences of such a situation are at all times at the expense and risk of Client.

2. NodeXS is not obligated to verify the accuracy and/or completeness of the information provided to it or to update Client regarding the information if it has changed over time, nor is NodeXS responsible for the accuracy and completeness of the information compiled by NodeXS for third parties and/or provided to third parties under the Agreement.

3. NodeXS may, if necessary for the execution of the Agreement, request additional information. Failing this, NodeXS has the right to suspend its work until the information is received, without being held to compensation of any damages for whatever reason towards Client. In case of changed circumstances, Client shall notify NodeXS immediately, or no later than 5 working days after the change has become known.

4. Client is obligated to protect all technical protections and other features of NodeXS' Website, and to respect the intellectual property rights applicable to the Website.

5. Client shall provide suitable equipment and an environment for use.

6. Client shall comply with the generally accepted rules of conduct on the Internet as set forth in RFC1855 (ftp://ftp.ripe.net/rfc/rfc1855.txt) and future amendments thereto.

Article 8 - Website Development

1. NodeXS can draw up an advice, plan of action, planning and/or reporting for the purpose of the service. The content of these is not binding and only advisory in nature, however, NodeXS will observe its duties of care. Client decides on its own responsibility whether to follow the advice.

2. Client is obliged to provide all necessary information on time, completely, correctly and in the desired form for the purpose of developing the Website (which also includes data files, software, documentation, advice, reports, analyses and designs).

3. The parties shall record in writing all features, functionalities, characteristics and more of the Website to be developed. The Website shall be created solely on the basis of these agreements agreed upon in writing. If the arrangements made are too brief to meet the Client's requirements, the parties should consult and adjust the arrangements or the Agreement accordingly.

4. NodeXS is at all times entitled to require Client's approval before delivering a work developed by it or transferring a license to use it.

5. The Client acquires a non-exclusive, non-transferable and non-sublicensable right of use of the Website from the moment the Client has fulfilled its (payment) obligations in full, except in the case that the parties have explicitly agreed otherwise in writing. Source files are explicitly excluded from Client's use. Unless the parties have explicitly agreed otherwise in writing, source files shall not be delivered to Client.

6. The Website developed by NodeXS is delivered when Client has signed or explicitly approved the Website within a maximum period of 7 calendar days, unless a further period has been agreed upon. For this purpose, Client can check the written agreements. After the unused expiration of this period, Client is deemed to have agreed to the Website. Any repairs made after this period will be considered additional costs.

7. Parties can agree that Client first receives a test website on which Client can determine any errors and/or defects. These defects must be reported in writing to NodeXS. NodeXS will be responsible for the repair of these, unless there are user errors or faults that cannot be attributed to NodeXS. The repair period concerns a reasonable period, at least 7 days after the defects have been reported or confirmed by NodeXS.

8. If, after the test period and/or delivery, changes must be made to the Website, whether or not at the request of the Client, which have not previously been agreed in writing, the changes must be made on the basis of a new order. The Client is only entitled to a limited number of revision rounds which will be agreed upon in the Agreement.

9. Client is obliged at the first request of NodeXS to evaluate proposals provided by NodeXS, at least within the agreed period. If NodeXS is delayed in its work, due to Client's failure to provide an assessment on a proposal made by NodeXS, or failure to do so in a timely manner, Client is at all times responsible for the resulting consequences, such as delay.

10. The nature of the services entails that the result is partly dependent on external factors that may influence the development, such as the quality, accuracy and timely delivery of required information and data from the Client and/or its employees. Client is responsible for the quality and for the timely and correct delivery of the necessary data and information.

Article 9 - (Re)Delivery

1. If the start, progress or (on) delivery of the Services is delayed because, for example, Client has not or not timely provided all requested information, insufficient cooperation, the advance payment has not been received by NodeXS in a timely manner, or due to other circumstances, which are for the account and risk of Client, NodeXS has the right to a reasonable extension of the (on) delivery period. Under no circumstances are the given deadlines fatal, nor can NodeXS be held liable for exceeding the agreed deadline.

2. All damages and additional costs resulting from delay due to a cause mentioned in paragraph 1 are at the expense and risk of Client and will be charged to Client by NodeXS.

3. If Client approval is required, NodeXS is entitled to suspend execution of the Agreement until Client has given its approval.

4. NodeXS will make every effort to realize the service within the agreed upon period, as far as this can reasonably be expected from her. If there is urgency, Client is obliged to reimburse NodeXS for the additional costs involved.

5. NodeXS makes every effort to provide the Service as much as possible in accordance with the Offer.

6. If Parties agree on a partial delivery of the Website, NodeXS will further develop the Website as soon as Client has shared its comments in writing and NodeXS has confirmed these changes. These changes may affect the delivery date as well as already agreed budget.

7. After the Website has been approved by Client, and the Website is ready to be put into use by Client, NodeXS may give an explanation or presentation at Client's location for the purpose of proper commissioning.

Article 10 - Risk Transfer

The risk of theft and loss, embezzlement or damage of data, documents, software, data files and/or items that are used, made or delivered as part of the execution of the Agreement is transferred to the Client at the time they are actually brought into the disposal of the Client, or at the time the Website is first put into use. If and insofar as any damage is thereby incurred by Client, NodeXS is obliged to deliver replacement Website at the cost price of the data carriers. Reinstallation and/or implementation shall be at the agreed rate unless otherwise agreed.

Article 11 - Guarantees

1. NodeXS performs the Services in accordance with the standards applicable in the industry. If any guarantee is given, it is limited to what has been explicitly agreed upon in writing. During the warranty period, NodeXS guarantees the sound and usual quality of the delivered Services.

2. Client can only invoke the guarantee given by NodeXS if Client has fully fulfilled his payment obligations.

3. If Client rightly invokes the warranty, NodeXS is bound to carry out a free repair or replacement. If, in addition, there is any additional damage, the applicable liability provisions of these general terms and conditions will apply.

4. NodeXS does not guarantee that the Website functions without errors and/or interruptions. NodeXS endeavors to repair errors in the Website and/or software within a reasonable period of time. The repair only relates to that which has been developed by NodeXS itself, and the defects have been timely reported by Client. NodeXS is entitled to postpone the repair until a new version of the software is put into use. Defects in software that has not been developed by NodeXS can be repaired in consultation at the expense and risk of Client.

5. Client accepts the Website "as is," unless otherwise agreed.

6. Client must immediately and in detail report an identified defect to NodeXS in writing in a manner that enables NodeXS to reproduce and repair the defects. The defect is reported at the time Client receives from NodeXS an acknowledgment of receipt of the report.

7. Repair also means providing temporary solutions. The warranty never includes the recovery of mutilated or lost data. NodeXS is not obliged to restore these data. If agreed, NodeXS can reasonably cooperate, but is never responsible nor obliged to restore any mutilated and/or lost data. Client shall at all times take measures to prevent and limit failures, defects, mutilation and/or loss of data, whether or not based on information provided by NodeXS.

10. NodeXS is not responsible for errors and/or irregularities in the functionality of the Website and is not liable for the unavailability of the Website for any reason unless expressly agreed upon.

11. Liability of NodeXS for (the functioning of) third party plug-ins is excluded. NodeXS is not liable for damages resulting from, or in connection with, changes made or work done in or on the Website of NodeXS that took place without the express permission of NodeXS.

12. During the warranty period, Client shall only be entitled to rely on this warranty provision and NodeXS shall not be liable for any compensation arising from the defects found during the warranty period.

13. If a defect during the warranty period is not covered by the free of charge repair, Client shall reimburse the relevant costs.

14. NodeXS does not guarantee that the software to be made available, as part of the SaaS service, will be adapted in a timely manner to changes in relevant laws and regulations but will make every effort to realize this as timely as possible.

Article 12 - Use and Maintenance Website

1. NodeXS will make the agreed and developed Website available to Client on the basis of a user license for use during the term of the Agreement. The right to use the Website is non-exclusive, non-transferable, non-pledgeable and non-sublicensable and limited by these terms and conditions.

2. If agreed upon, NodeXS will perform maintenance on the Website. The scope of the maintenance obligation extends to what has been explicitly agreed by Parties. Even if not explicitly agreed upon, NodeXS can perform maintenance work, or interrupt the execution of its services if it deems this necessary for the purpose of being able to perform maintenance. Performing maintenance can also cause interruptions in the execution of the services, which does not entitle Client to compensation.

3. Client is obliged to report any defects, errors or other malfunctions in the Website in writing to NodeXS, after which NodeXS will, in accordance with its usual procedures, repair the errors to the best of its ability and/or make improvements. If desired, NodeXS is entitled to apply temporary solutions first, after which a structural solution can be devised and implemented in consultation with Client.

4. Client is obliged to provide its cooperation to NodeXS upon first request.

5. Despite the agreed maintenance obligations of NodeXS, Client has an independent responsibility for the management and use of the Website.

6. For the purpose of maintenance, NodeXS is authorized to check (data) files for, among other things, computer attacks, computer viruses and unsafe and/or illegal actions, as well as perform other actions necessary for the purpose of maintenance. Client is also responsible for the instruction to and use of the Website by third parties engaged by Client.

7. In principle, maintenance includes the following Services (i) corrective, (ii) preventive and (iii) adaptive maintenance. In case of corrective, preventive and/or adaptive maintenance, NodeXS has the right to put the Service completely or partially (temporarily) out of service. Client is not entitled to any compensation during this interruption. NodeXS will let the interruption take place as much as possible outside office hours and no longer than necessary for the maintenance.

8. NodeXS is entitled to make changes in the technology of the data network or telecommunications network and other changes in the services offered by NodeXS. These changes can possibly affect the peripheral equipment used by Client, for which NodeXS cannot be obliged to pay any compensation.

Article 13 - Hosting Services.

1. If the agreed service extends to storage and/or transmission of material provided by Client to third parties in the context of (web) hosting, the following applies. Even if NodeXS manages Client's hosting account, and Client's access is limited to the management panel of the Website, NodeXS may place restrictions on the size of hosting account.

2. The Client is prohibited from publishing and distributing data via the Website, in violation of Dutch laws and regulations, which in any case includes: data without permission of the copyright holder, defamatory information, or information that insults, discriminates, threatens, is racist in nature, incites hatred, and information that contains child pornography or otherwise punishable pornography. Also, information that violates the privacy of third parties (also stalking), as well as torrents, spam and hyperlinks pointing to such information on third-party websites.

3. In case of (possible) criminal acts, NodeXS is entitled to report this and to hand over the information provided by Client to the competent authorities, as well as to perform all actions required of it as part of the investigation.

4. NodeXS is entitled to dissolve and/or terminate the Agreement with Client in case of abuse as named in the previous paragraph and/or possible criminal offenses by Client.

5. Client must refrain from inflicting any damage or actions that it can reasonably suspect will cause damage to other Clients or the servers. If Client sends spam, and has been repeatedly warned about this, and is temporarily suspended, NodeXS has the right to permanently deny Client access, without compensation for any damages.

6. Client indemnifies NodeXS for all damages resulting from the above. NodeXS is not liable for any damages suffered by Client as a result of its actions.

7. The Client is prohibited from reselling and/or renting out (the use of) the Services.

8. NodeXS may set a maximum amount of storage space that Client may use as part of the Service. If this maximum is exceeded, NodeXS is authorized to charge an additional amount. No liability exists for consequences of not being able to send, receive, store or change data if an agreed storage space limit has been reached.

9. In case of extreme data traffic, NodeXS has the right, at its own discretion, to temporarily take down the Website of Client. This includes DDoS attacks, brute force attacks, server overload or if Client causes nuisance to the server of NodeXS in any other way.

10. In addition to the obligations under the law, damage resulting from incompetence or failure to act in accordance with the above points shall be for the account and risk of the Client.

Article 14 - Connectivity

1. Every month (or year if the Customer has entered into an annual agreement), the (actual) consumption of the Customer will be reviewed. If the actual usage differs from the expected usage, the scope of the purchased Service can be adjusted. An increase will be implemented immediately. A reduction can only be made at the end of the period of this Agreement.

2. Data traffic is not transferable to the next month and/or other equipment unless otherwise agreed upon.

3. Data traffic means all network traffic generated by Client, incoming and outgoing. Incoming and outgoing traffic is added together for the purpose of calculating data traffic.

4. NodeXS may set a maximum on the amount of data traffic per month that Client may use as part of the Service. If this maximum is exceeded, NodeXS is authorized to charge an additional amount. No liability exists for consequences of not being able to send, receive, store or modify data if an agreed data traffic limit has been reached.

Article 15 - Domain name registration

1. NodeXS offers domain name registration at the request of Client at the applicable rates. Client is responsible for being aware of the applicable laws and regulations. Client is aware that a domain name registration does not imply registration of trademark rights.

2. The domain name registration, including the application, assignment, use and holding of a domain name, is always subject to the rules of the relevant registering authority. NodeXS only has a best-efforts obligation and offers no guarantee about the allocation of a domain name. Client is responsible for the correct delivery of a domain name and cannot hold NodeXS liable for registering a wrong domain name due to a (typing) error of NodeXS. It is up to Client to check and adjust this if necessary.

3. Client owes NodeXS a fee for the registration, use and holding of the domain name. Client concludes an agreement of indefinite duration, which can be terminated monthly. Client is obliged to pay the fee per year in advance.

4. The client indemnifies NodeXS for any third party claims resulting from infringements of intellectual property rights and all claims related to the use and ownership of the domain name. This also includes all claims from third parties regarding the content of the Webshop, where NodeXS is held liable as holder and/or administrator of the domain name. Client remains at all times responsible and liable for all third party claims. NodeXS will exercise its right of recourse if possible.

Article 16 - Notice and Takedown

If and to the extent there is an infringement of rights of NodeXS or third parties and/or unlawful action by Client, NodeXS is entitled to shut down that part of the Service immediately or exclude Client from use.

NodeXS will remove any infringing/harmful information immediately. As a result, it may occur that Client cannot or cannot fully use the Service of NodeXS. In no case is NodeXS liable for damages of any kind, as a result of the (temporary) shutdown of the Service and / or removal or transmission of the data placed by the Client.

Article 17 - Additional work and changes

1. If during the execution of the Agreement it appears that the Agreement needs to be adjusted, or at the request of Client further work is necessary to achieve the desired result of Client, Client is obliged to pay for this additional work according to the agreed rate. NodeXS is not obliged to comply with this request, and may require Client to enter into a separate Agreement for this purpose.

2. To the extent a fixed price has been agreed upon for the services and parties intend to enter into a separate agreement with respect to additional work or performance, NodeXS will inform Client in advance in writing of the financial consequences of such additional work or performance.

3. The Customer may make changes (or have changes made) to the scope and/or content of the Service. The additional costs associated with this will be borne by the Customer. The Customer will be informed about this as soon as possible. If the Customer does not agree with this, the Parties must consult with each other. Client can only terminate the Agreement in writing against the date the change comes into effect, if the changes are not related to changes in relevant laws or regulations or NodeXS will bear the costs of the change.

Article 18 - Prices and Payment

1. All prices are displayed including sales tax (VAT), unless otherwise agreed upon.

2. NodeXS performs its services in accordance with the agreed (hourly) rate. The costs of the development work will be calculated afterwards, based on the time registration prepared by NodeXS (subsequent calculation).

3. Travel time on behalf of Client, and travel-related expenses will be charged to Client unless otherwise agreed.

4. If agreed upon, Client shall make partial payments per completion date.

5. If the Agreement is entered into for one year, this fee must be paid in a lump sum on a prepayment basis.

7. Client is obliged to fully reimburse the costs of third parties deployed by NodeXS after Client's approval unless expressly agreed otherwise.

8. The parties may agree that the Client is required to make an advance payment. If an advance payment has been agreed, the Client must pay the advance payment in full before the performance of services is commenced.

9. The Client cannot derive any rights or expectations from an estimate issued in advance, unless the Parties have expressly agreed otherwise.

10. NodeXS is entitled to increase the applicable prices and rates annually in accordance with the applicable inflation rates. Other price changes during the Agreement are only possible if and as far as they are explicitly stipulated in the Agreement.

11. Client shall pay these charges in a lump sum, without setoff or suspension, within the specified payment period of no later than 14 days as stated on the invoice to the account number and details of NodeXS made known to it.

12. In the event of liquidation, insolvency, bankruptcy, involuntary liquidation or petition for payment against Client, payment and all other obligations of Client under the Agreement shall become immediately due and payable.

Article 19 - Collection policy

1. All payment terms set by NodeXS are deadlines. When Client does not fulfill her payment obligation, and has not fulfilled her obligation within the designated payment period of no later than 14 days, Client is legally in default.

2. From the date that Client is in default, NodeXS shall without further notice of default claim the statutory (commercial) interest from the first day of default until full payment, and compensation of extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code to be calculated according to the graduated scale from the Decree on compensation for extrajudicial collection costs of July 1, 2012.

3. If NodeXS has incurred more or higher costs which are reasonably necessary, these costs are eligible for reimbursement. Judicial and execution costs incurred are also for the account of Client.

Article 20 - Privacy, data processing and security

1. NodeXS handles the (personal) data of Client and users of the Website with care and will only use them in accordance with the privacy statement. If requested, NodeXS will inform the person involved.

2. Client is self-responsible for the processing of data processed using a Service of NodeXS. Client also guarantees that the content of the data is not unlawful and does not infringe on any rights of third parties. In this context, Client indemnifies NodeXS against any (legal) claim related to these data or the execution of the Agreement.

3. If the Agreement requires NodeXS to provide security of information, such security will meet the agreed specifications and a level of security that is not unreasonable given the state of the art, the sensitivity of the data, and the associated costs.

4. Parties shall act in accordance with the General Data Protection Regulation and comply with the obligations arising therefrom as well as other applicable laws and regulations. Parties shall enter into a processing agreement for this purpose.

5. Client has obligations to third parties under the General Data Protection Regulation. These include, but are not limited to, the obligation to provide information, to allow inspection, to correct and to delete personal data of data subjects. Client itself is solely and fully responsible for the proper fulfillment of these

obligations. NodeXS is with respect to this personal data "Processor" within the meaning of the AVG. NodeXS will provide support as much as technically possible.

Article 21 - Suspension

1. NodeXS has the right to retain the data, data files, software and more received or realized by her if Client has not yet (fully) met its payment obligations, even if it had been paid, would be obliged to do so.

2. NodeXS is authorized to suspend the fulfillment of its obligations as soon as Client is in default with the fulfillment of any obligation resulting from the Agreement, including late payment of its invoices. The suspension will immediately be confirmed to Client in writing. In that case, NodeXS is not liable for damages, in whatever form, as a result of the suspension of its work.

Article 22 - Force majeure

1. NodeXS is not liable if it cannot fulfill its obligations under the Agreement due to a force majeure situation.

2. Force majeure on the part of NodeXS means in any case, but is not limited to: (i) force majeure of suppliers of NodeXS, (ii) failure to properly fulfill obligations of suppliers prescribed or recommended by Customer to NodeXS, (iii) defectiveness of goods, equipment, software or materials of third parties, (iv) governmental measures, (v) electricity failure, (vi) failure of internet, data network and telecommunication facilities (e.g. due to: cybercrime, hacking and DDoS attacks), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems and (x) other situations which, in the opinion of NodeXS, are beyond its control that temporarily or permanently prevent the fulfillment of its obligations.

3. If a force majeure situation lasts longer than two months, the Agreement may be rescinded in writing by either Party. In such a case, if any performance has already been made under the Agreement, it shall be settled proportionately without any indebtedness of each Party to the other.

4. If NodeXS has already partially fulfilled its obligations when the force majeure occurs, or can only partially fulfill its obligations, it is entitled to separately invoice the part already delivered and/or the deliverable part, and Client is obliged to pay this invoice. However, this does not apply if the part already delivered and/or deliverable part has no independent value.

Article 23 - Limitation of Liability

1. If there is an attributable shortcoming of NodeXS, NodeXS is only liable to pay any compensation if Client has given NodeXS notice of default within 14 days after the discovery of the shortcoming, and NodeXS has not subsequently remedied this shortcoming within the reasonable period stated in the notice of default. The notice of default must be in writing, and contain such an accurate description of the deficiency or deficiency that NodeXS is able to respond adequately.

2. If the performance of Services by NodeXS leads to liability of NodeXS, such liability is limited to the costs charged in connection with the Service with respect to direct damage. Direct damage means:

reasonable costs made to limit or prevent direct damage, the determination of the cause of damage, the direct damage, the liability and the manner of recovery as well as the costs of emergency provisions. In the case of Agreements based on a SaaS service, or service and/or maintenance, the above liability is limited to a maximum period of 12 months prior to the notice of default).

3. NodeXS is not liable for consequential damage, indirect damage, trading loss, loss of profits and/or losses suffered, missed savings, damage due to business stagnation and damage as a result of use of Services provided by NodeXS, damage due to loss of data, damage due to exceeding delivery deadlines, consequential and delay damage and interest damage.

4. NodeXS is not liable for damages that are or may be the result of any act or omission as a result of (imperfect and/or incorrect) information on its website or those of linked websites.

5. NodeXS is not responsible for errors and/or irregularities in the functionality of the Website and/or the Website, software, failures or unavailability of the website and/or software or Website for any reason. Also, NodeXS is not liable for the loss of data.

6. Liability of NodeXS for (the functioning of) third party plug-ins is excluded. NodeXS is furthermore not liable for damages resulting from, or in connection with changes made or work done in or on the Website of NodeXS that has taken place without the express permission of NodeXS.

7. Client shall indemnify NodeXS for all third party claims resulting from a defect as a result of a service provided by Client to a third party that consisted in part of Services provided by NodeXS, unless Client can prove that the damage was caused solely by the service provided by NodeXS.

8. Any advice delivered by NodeXS, based on incomplete and/or incorrect information provided by Client, is never a ground for liability of NodeXS. The content of the advice provided by NodeXS is not binding and only advisory in nature. Client decides for herself and at her own responsibility whether she follows the proposals and herein mentioned advice of NodeXS. All consequences resulting from following the advice are at the expense and risk of Client. Client is at all times free to make her own choices that deviate from the (delivered) advice of NodeXS. NodeXS is not bound to any form of refund if this is the case.

9. If a third party is engaged by or on behalf of Client, NodeXS shall never be liable for the actions and advice of the third party engaged by Client as well as the processing of results (of drafted advice) of the third party engaged by Client in NodeXS its own advice.

10. Client is himself responsible for the proper security of his own devices on which the Website is installed, security of passwords and more. Under no circumstances is NodeXS liable.

11. NodeXS does not guarantee the correct and complete transmission of the content of and e-mail sent by/on behalf of NodeXS, nor its timely receipt.

12. The Client guarantees the accuracy and completeness of the information and wishes provided by him regarding the Service.

13. All claims of Client due to shortcomings on the part of NodeXS will expire if these have not been reported to NodeXS in writing and motivated. Any claim for damages against NodeXS must always be reported in writing, but at the latest within one year after Client was aware or could reasonably be aware

of the facts on which he bases his claims. The liability of NodeXS ends in any case after the lapse of one year after the termination of the Agreement between Parties.

Article 24 - Intellectual Property Rights

1. All rights of intellectual property of NodeXS, including data files, software, equipment and/or other materials made available to Client, including but not limited to designs, analyses, reports, documentation and offers as well as all preparatory material thereof, belong exclusively to NodeXS, and/or third parties or suppliers if these rights already belong to others than NodeXS.

2. Client is prohibited from disclosing and/or reproducing, modifying or making available to third parties all documents and software subject to the IP rights and copyrights of NodeXS without the express prior written consent of NodeXS and a monetary compensation agreed upon for that purpose. If Client wishes to make changes to items delivered by NodeXS, NodeXS must explicitly approve the intended changes.

3. Client is prohibited from using the products subject to the intellectual property rights of NodeXS other than as agreed in the Agreement. Client only obtains a non-exclusive non-transferable right to use the Website, unless expressly agreed otherwise.

4. Client is further not allowed to change or remove any indication regarding the confidential nature, copyrights, trade names, trademarks, or any other right of intellectual property from the Website, documentation and/or other materials.

5. Parties will inform each other and act jointly against any infringement of NodeXS' IP rights.

6. Client indemnifies NodeXS for claims of third parties regarding (possible) infringements and/or claims of third parties with respect to what has been made available to Client under the Agreement. Client will inform NodeXS immediately about these infringements and/or claims.

7. Any infringement by Client of the IP rights (and copyrights) of NodeXS, will be punished with a one-time fine in the amount of €50,000 (say: fifty thousand euros) and a fine of €1000 (say: one thousand euros) for each day that the infringement continues.

Article 25 - Indemnification and accuracy of information

1. Client is himself responsible for the accuracy, reliability and completeness of all data, information, documents and/or records that he provides to NodeXS under the Agreement. Even if this data comes from third parties, Client is responsible for this.

2. Client shall indemnify NodeXS from any liability due to failure to fulfill the obligations of the previous paragraph or failure to do so in a timely manner.

3. Client indemnifies NodeXS for claims of third parties regarding intellectual property rights on data and information provided by Client, which can be used in the execution of the Agreement, as well as regarding the content of advice and reports prepared by NodeXS.

4. If Client provides electronic files, Website or information carriers to NodeXS, Client guarantees that they are free of viruses and defects.

Article 26 - Complaints

1. If Client is not satisfied with the service or products of NodeXS or otherwise has complaints about the execution of the Agreement, Client is obliged to report these complaints as soon as possible, but no later than 14 days after the relevant reason that led to the complaint. Complaints can be reported in writing at contact@nodexs.com with the subject "Complaint".

2. The complaint must be sufficiently substantiated and/or explained by the Client in order for NodeXS to process the complaint.

3. NodeXS will respond substantively to the complaint as soon as possible, but no later than 14 days after receipt of the complaint.

4. The parties will try to reach a solution jointly.

Article 27 - Applicable law

1. The legal relationship between NodeXS and Client is governed by Dutch law.

2. NodeXS may unilaterally modify these general terms and conditions. The most current version can be found on the website.

3. All disputes arising from or as a result of the Agreement between NodeXS and Client shall be settled by the competent court of the District Court of The Hague, location The Hague unless provisions of mandatory law designate another competent court.

Zevenhoven, Sept. 22, 2020