

General Terms and Conditions

20/20 vision Europe bv

20/20 vision Europe bv supplies software and cloud services (or Software as a Service) that provide you control over and insight into your business processes, such as support of administrative, commercial or back office processes. We deliver both standard solutions and solutions that are customised to fit your organisation.

When you purchase services from us, our General Terms and Conditions shall apply. For the sake of readability the General Terms and Conditions have been divided into "General", "The Cloud service: Standard and Customised", "On premises-service" and "Premium services". The first part shall apply to all our services, as far as no deviation from these exists in the special sections.

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General

Artikel 1. Definitions

1. 20/20 vision: 20/20 vision, 20/20 vision Europe bv located in Rijswijk at the Verrijn Stuaartlaan 25, registered at the Chamber of Commerce under number 24172107.
2. Account: the End-user's personal account which provides access to the Service.
3. Administrator account: one (1) account created by 20/20 vision for Client or created by Client in case of the Standard Cloud service. The account will act as "administrator account".
4. Advisory Service: consultancy as delivered by 20/20 vision or one of its Partners, mainly, but not exclusively in aid of the implementation of Cloud service and/or On premises-service in the Client's organisation, so-called "on boarding service".
5. Cloud service(s): SaaS-service as delivered online by 20/20 vision from the Platform, consisting of the Platform, extended by Solutions and/or additional (customised) functionality.
6. Service(s): the services(s) as delivered by 20/20 vision to client and as specified in the Agreement, such as but not limited to, the Cloud service and/or On premises-service and/or the Advisory service and/or the Premium service.
7. End-user: the natural person who uses the Service.
8. Encryption key: the unique access code, created by Client when installing the backup software or safety software for encrypting data, that enables Client to scramble and unscramble data to be send and/or saved by means of the backup software, in order to secure the data.
9. Intellectual Rights: all intellectual property rights and related rights, such as copyrights, trademark rights, patent rights, design rights, trade name rights, database rights and neighbouring rights, as well as rights to domain names and rights to know how.
10. Customised: customised by 20/20 vision or a contracted Partner or other third party engaged on behalf of the Client whereby customised can consist of the development of new software and/or a Client specific implementation of standard parts so that these standard parts fit the Client's infrastructure.
11. Materials: materials such as, but not limited to, software, analysis, designs, documentation, reports, information and other data either subject or not subject to intellectual property rights.
12. Quotation: the written or by electronic mail sent quotation made by 20/20 vision for delivery of the service.
13. On premises-service(s): software provided by 20/20 vision to be used on the Client's own systems. The On premises-service (the implementation of the standard software) will always be Custom-made.
14. Client: a natural or legal person, acting in the exercise of an occupation or business with whom 20/20 vision enters into the Agreement.
15. Agreement: the agreement between 20/20 vision and Client, based on which 20/20 vision will perform/supply the Service.
16. Party(ies): Client and 20/20 vision.
17. Partner: a third party and supplier of Solutions and other additions to its Service, with whom 20/20 vision has concluded a Partner Agreement.
18. Personal data: data that are traceable to a person.
19. Platform: the online platform made available to Client by 20/20 vision for use under the Agreement, by means of which Client can use the Cloud service, the Administrator account, the Account, the Solution store and the Website and on which data that were processed via the Service can be stored.
20. Premium service(s): Services which are named as such on the Website. They are extensions for, and only to be purchased in combination with, the Cloud Service.
21. Results/Result: output of the Service which is the result of the input by Client (here also including End User) such as, but not limited to Service screenshots, printouts, analysis, designs, documentation, reports and other results of Services.
22. In writing: on paper.
23. Solution store: the 20/20 vision online shop, through which 20/20 vision and its Partners offer the Cloud Service and Solutions against remuneration, online accessible via (amongst others) the Website.
24. Solution(s): extensions or functionality(ies) in aid of the Cloud Service which are sold as a separate plug-in via the Solution store.
25. Standard: put together and implemented by Client using existing elements (the basic package and certain Solutions) as offered to Client via the Solution store.
26. Website: the 20/20 vision website(s) as can be found amongst others via the domain name 2020vision.nl, 2020vision.eu and cloud2020.com and of which the Solution store is part.
27. Workdays: Monday to Friday from 09:00 a.m. till 5:00 p.m. (CET: UTC+01:00) (excluding the official Dutch public holidays Whit Monday, Easter Monday, Christmas Day and Boxing Day, Ascension Day, King's Day and New Year's Day).

Artikel 2. Applicability and interpretation

1. The General Terms and Conditions shall apply to the Agreement, the Services and all Quotations made by 20/20 vision.
2. Amendments and additions to the General Terms and Conditions and/or Agreement shall only be valid when confirmed explicitly and in writing by both Parties.
3. Terms or Conditions proposed by the Client that deviate from, or are not included in, the General Terms and Conditions will only be applicable if confirmed explicitly in writing mutually.
4. If any provision in the General Terms and Conditions should be null and void or declared null and void, then the other provisions of the General Terms and Conditions shall remain fully applicable. 20/20 vision shall replace the null and void or nullified provisions by new provisions, adhering to the purpose and the meaning of the null and void or nullified provisions where possible.
5. The administration of 20/20 vision prevails, prima facie evidence by Client.
6. In case of a possible conflict between the different documents, the following order of priority shall be applicable:
 - I. Additional agreements in writing and undersigned;
 - II. Quotation;
 - III. Service Level Agreement;
 - IV. General Terms and Conditions.
7. The headings above the articles are merely an indication in aid of the readability of this Agreement. They will by no means limit the contents of the articles.

Artikel 3. Conclusion of the Agreement

1. The Agreement for the Customised Cloud Service, the Premium Service and/or the On premises-service will be concluded by Parties signing the Quotation, at the moment of signing or, when 20/20 vision enables this, by completing the online ordering process on the Website and confirmation of the order.
2. The Agreement for the Standard Cloud service will be concluded by completing the online ordering process on the Website and confirmation of the order. The ordering process is described in article 17.
3. The Advisory Service can be part of an Agreement which is concluded as described in paragraph 1 and in paragraph 2.

Artikel 4. Term and Termination of the Agreement

1. The duration of the Agreement will be recorded in the Agreement. The agreement may be terminated by mail, if so desired, with acknowledgement of receipt and if so indicated, via the Administrator account with a notice period of one calendar month towards the end of the Agreement. If the Agreement is not terminated or not terminated in good time, the agreement will be tacitly renewed for the same duration.
2. 20/20 vision may suspend or dissolve the Agreement with immediate effect (at 20/20 vision's discretion) without any notice of default or judicial intervention and without prejudice to the right of 20/20 vision with regard to compensation for damage, lost profits and interest if:

- a. Client fails to fulfil any of its obligations under the Agreement;
 - b. Client has been declared bankrupt;
 - c. Client has been granted a moratorium;
 - d. Client has ceased operations.
3. For the sake of completeness, if 20/20 vision decides to use its rights as described in paragraph 2 of this article this will never entitle Client to compensation should damage occur due to the suspension or termination.
 4. After termination of the Agreement the following conditions will in any case remain in force:
 - a. Article 9 Limitation of liability;
 - b. Article 12 Confidentiality;
 - c. Article 14 Dispute resolution.
 5. Dissolution of the Agreement by Client will never entitle Client to a refund of previously made payments and/or crediting of expenses already invoiced.

Artikel 5. Delivery

1. 20/20 vision will, after conclusion of the Agreement, try to deliver the Service as soon as possible, unless agreed upon otherwise. Delivery may be (partly) computerised.
2. Delivery is definite if one of the following situations occurs:
 - a. Client uses the Service;
 - b. 20/20 vision notifies Client that the Service is available;
 - c. 20/20 vision confirms in writing or electronically that the Service has been delivered.
3. Terms of delivery indicated by 20/20 vision, will always be an estimate, unless it is indicated explicitly and in writing that it is a deadline.
4. 20/20 vision will only be in default after Client has given notice of default in writing, even if a deadline has been agreed upon.
5. Exceeding the agreed terms of delivery for whatever reason, will not give entitlement to compensation for damages, amongst which delay damages.
6. Client will evaluate and approve or reject a Service within 7 days after delivery of a Service or a delivery phase of a customised service. If Client does not reject the results (in whole or partly) based on the agreed functional and technical specifications, within this period, they are considered to be approved. Rejection should be supported by reasons. The rejection plus motivation should be submitted to 20/20 vision in writing or by electronic mail.
7. If Client rejects a result, as described in the previous paragraph, in whole or partly, 20/20 vision will strive to solve the reason for rejection as soon as possible, either by a revision of the result or by indicating, stating reasons, why the reason for rejection is invalid. If the aforementioned has been completed by 20/20 vision, the result or the (customised) service will be deemed to have been accepted by Parties.
8. If Parties agree upon a specific time and/or a specific date for delivery of the Advisory Service, this appointment can only be cancelled and rescheduled until 5 work days before the appointment. If Client does not cancel, or does not cancel in time, the hours for the Advisory Services 20/20 vision or its Partner had reserved will be charged.

Artikel 6. Execution of the Service

1. 20/20 vision guarantees that the services shall be provided to the best of its ability and shall apply accuracy and its professional expertise.
2. If a proper execution of the Service demands so, 20/20 vision shall be entitled to engage third parties

- to perform certain activities. The General Terms and Conditions shall also apply to the work third parties perform within the framework of the Agreement.
3. The Client is obliged to do and to refrain from doing all that is reasonably necessary and desirable to enable a timely and proper execution of the Service.
 4. Client ensures that all data and facilities 20/20 vision indicates as necessary or that should be understood by Client to be necessary for the execution of the service, will be made available to 20/20 vision on time.
 5. If Client experiences difficulties at the implementation of the Cloud service or the On premises-service they can request a Quotation from 20/20 vision for the Advisory service.
 6. 20/20 vision and Partners have the right to make purchase of the Advisory Service compulsory when certain other Services are being purchased. This will be indicated before or during the conclusion of the Agreement.

Artikel 7. Support and Helpdesk

1. Unless otherwise agreed in writing, the performance obligations of 20/20 vision do not include support for the Service to Client and/or End-users. If Client and/or End-user do request support, 20/20 vision can provide support at the usual hourly rate. 20/20 vision can demand Client to conclude a separate agreement for this.
2. The helpdesk for support can be reached by mail and via the website (via support portal and if so indicated, in the Administrator account and Account), via the 20/20 vision ticket system (support@2020vision.nl or support.2020vision.nl). The specific request for support will automatically be appointed an ID (number). The ID will be quoted in all communication regarding the request.
3. 20/20 vision strives to respond to the mail concerning the request for support within two work days. 20/20 vision will by means of its reaction comply with the request for support, reject the request or indicate the period within which it will respond to the request.

Artikel 8. Additional work

1. Additional work is work or other performances by 20/20 vision or ordered by 20/20 vision, for the Services or its extension and which are not covered by the Agreement.
2. If additional work has been carried out at the request of or with consent of Client, this additional work will be compensated by Client in accordance with the regular hourly tariffs of 20/20 vision.
3. Client may request additional work. 20/20 vision may refuse to comply with such a request or enter into negotiations.
4. Client accepts that additional work may cause delayed delivery of Services, even if a delivery date/time had been agreed.
5. If, during the execution of the Agreement (the request for) additional work occurs, this will not provide grounds for Client to suspend or dissolve the Agreement.
6. If a fixed price had been agreed for the Service, 20/20 vision will advise Client in writing, when asked, about the financial consequences of additional work.

Artikel 9. Limitation of liability

1. 20/20 vision's liability for loss arising from attributable failure to fulfil the Agreement, or from an unlawful act or otherwise, is excluded.

2. If 20/20 vision's liability as specified in the foregoing paragraph cannot be excluded, it will be limited for each event (a series of successive events is regarded as a single event) to compensation for direct loss suffered by Client as a result of attributable failure by 20/20 vision in fulfilling its obligations under the Agreement, expressly including any failure to comply with any guarantee obligation agreed with Client or due to an unlawful act performed by 20/20 vision, its employees or any third party whose services it engages, to a maximum of the amount of the compensations paid following the invoice from 20/20 vision as charged to Client for the provision of the 20/20 vision Service, not being the Advisory Service, during the quarter (three calendar months, based on a year divided into four quarters) in which the event causing the loss occurred.
3. 20/20 vision's total liability for damage due to death or bodily injury or for material damage to property shall under no circumstances exceed the amount of 50,000 euros per loss-causing event, whereby a series of related events will be deemed to be a single event.
4. 20/20 vision's liability for indirect loss, including consequential loss, loss of profits, missed savings, damage to or loss of (business) data and loss resulting from business interruption, is excluded.
5. With the exception of the cases specified in paragraphs 1 to 3 of this article, 20/20 vision will not be liable to pay any compensation whatsoever, irrespective of the ground on which an action to receive compensation might be based. The exclusions and limitations specified in paragraphs 1 to 3 of this article will be cancelled if and to the extent that the loss is the result of gross negligence or wilful misconduct on the part of the management of 20/20 vision.
6. 20/20 vision's liability arising from an attributable failure in the fulfilment of the Agreement shall only arise if Client immediately and correctly sends 20/20 vision a written notice of default, whereby 20/20 vision is given a reasonable period to remedy the failure, and 20/20 vision also continues to fail attributable in the fulfilment of its obligations on expiry of this period. The notice of default must contain as detailed a description of the failure as possible, so as to enable 20/20 vision to provide an adequate response.
7. 20/20 vision will never be liable for any loss arising from force majeure. For further information, please refer to Article 10 (Force Majeure).
8. The condition for any right to compensation will always be that Client must report the loss to 20/20 vision in writing within 30 days after it has arisen.
9. The Client indemnifies 20/20 vision against any and all third-party liability claims arising from a defect in the Service provided by Client to a third party and consisting in part of a 20/20 vision item, material or result. Furthermore, Client shall also indemnify 20/20 vision against non-compliance with licenses on the part of the Client and/or third parties.
10. Parties agree that article 6:271 of the Dutch Civil Code and the elaboration of the provisions contained therein in the following articles, are excluded.

Artikel 10. Force Majeure (disruptions)

1. Neither Party is obliged to fulfil any of their obligations, including any obligation to guarantee a certain result agreed between the Parties, if hampered as a consequence of force majeure. The term force majeure shall be taken to include:
 - a. Force majeure of suppliers of 20/20 vision;

- b. The failure to properly fulfil obligations by suppliers prescribed by Client to 20/20 vision;
 - c. Defectiveness of goods, equipment, software or third-parties materials prescribed by Client to 20/20 vision;
 - d. Government measures;
 - e. Electricity failure;
 - f. Internet failure, computer network failure or telecommunications failure;
 - g. DDoS- and/or dos-attacks;
 - h. war; and
 - i. strike.
2. If a situation of force majeure exceeds a period of ninety days, either of the Parties shall be entitled to terminate the Agreement in writing. Any part of the Service that has already been fulfilled resulting from the Agreement, will in that case be settled on a proportional basis, without Parties owing each other anything as far as this arises from the force majeure.

Artikel 11. Remuneration and payment

1. 20/20 vision will be authorised at any time, prior to performing or continuing the Service as set out in the Agreement, to require that Client provides adequate security to prove that it can and will satisfy its payment obligations.
2. The fee payable for the Service is specified in the Agreement.
3. Any one-off fees will be invoiced immediately on conclusion of the Agreement.
4. The Advisory Service will be provided at the usual hourly rate and will be charged in advance (fixed project price) or afterwards (otherwise). The valid hourly rate can be obtained from 20/20 vision.
5. Fees for term contracts will be invoiced in advance per period. This may be otherwise provided for in the Agreement. For example: if the Cloud Service is engaged for a period of twelve calendar months, the fees for the twelve months will be invoiced in advance.
6. If one or more new solutions are purchased during an already invoiced period, 20/20 vision will send a separate invoice for the Solution(s) for the remaining time of that period. If the Agreement is (tacitly) renewed, the new Solutions will be included in the overall overview and charged on the invoice for the new period.
7. Invoices will be send electronically and will be visible, if indicated there, via the Administrator account.
8. An invoice should be paid within fourteen (14) calendar days, calculated from the invoice date.
9. All prices exclude Dutch VAT and other levies imposed by the government.
10. All amounts will be in euros. Client should pay all fees to 20/20 vision in euros.
11. If a price is based on data provided by Client and these data prove to be incorrect, 20/20 vision has the right to adjust the price accordingly, even after the Agreement had already been concluded.
12. Periodical fees may be adjusted yearly, with observance of the Consumer Price Index or any other index or other criterion agreed between Parties. This will not entitle Client to terminate the Agreement.
13. Client shall not be entitled to set off or suspend any payment of amounts due, on any account whatsoever.
14. If Client fails to make payment within the agreed period, Client shall immediately and without further notice to be in default, be charged statutory commercial interest on the outstanding amount, as

referred to in article 6:119a of the Dutch Civil Code. If, following a reminder or notice of default, Client continues to fail to make full payment of the claim, 20/20 vision may pass on the claim for collection, in which event Client shall also be bound to pay full compensation of all judicial and extra-judicial costs, including all costs charged by lawyers and external experts.

Artikel 12. Confidentiality

1. Parties shall hold all information provided to each other before, during or after the execution of the Agreement in strict confidence if this information has been marked confidential or if the receiving Party knows or should suspect the information to be confidential. Parties will also impose this obligation on employees and on contracted third parties for the execution of the Agreement.
2. 20/20 vision has the right to show third parties that it provides services to Client in order to promote its Service.

Artikel 13. Amendment of General Terms and Conditions

1. 20/20 vision reserves the right to amend or supplement these General Terms and Conditions.
2. Amendments shall also apply to previously concluded Agreements, subject to thirty days' notice following notification of the amendment to Client by electronic mail.
3. If Client refuses to accept an amendment to these General Terms and Conditions, it will be entitled to terminate the Agreement as of this date, until the date on which the new Terms and Conditions become effective.
4. Minor changes and amendments arising from a change in legislation may be made at any time. In the event of such changes, 20/20 vision is not obliged to announce the changes in advance. Such changes will not entitle Client to terminate the Agreement, as specified in paragraph 3 of this article.

Artikel 14. Dispute Resolution

1. The Agreement, the General Terms and Conditions, the use of the Platform, and the provision of Services are governed by Dutch law. The application of the 1980 Vienna Sales Convention is excluded even if standard downloads or services would be considered sales.
2. In case of a dispute between Parties within the framework of the Agreement, Parties will first try to solve this dispute amongst themselves. Parties may (for example) initiate a mediation or refer the dispute to an independent third party.
3. If Parties are not able to solve the dispute together and they have at least made reasonable efforts to find a solution, a Party or Parties may decide to bring the dispute before the competent court of the District Court of The Hague, location The Hague.

The Cloud service: Customised and Standard

Artikel 15. Cloud service

1. The exact content of the Cloud service is described in the Quotation (Customised or Standard Cloud Service) and/or made visible in the ordering process and subsequently in the Administrator account (Standard Cloud service). Because changes can be made to the Solutions package, an up to date overview of the Solutions will be shown in the Administrator account.
2. The Cloud service will consist of a basic package and, if so desired, one or more Solutions selected by Client. Client can expand the Solutions package during the Agreement. The newly acquired Solutions are covered by the (existing) Agreement.
3. 20/20 vision may (also) offer the Cloud service or certain parts of it as application for a mobile device, such as, but not limited to, a tablet or a mobile phone.
4. The customised Cloud Service can only be purchased together with the Advisory service. 20/20 vision or its Partner will include the exact number of hours in the Quotation.
5. Client will be responsible for the availability of the correct hardware and supplementary software so Client and End users may take full advantage of the Cloud service. If Client is not sure which hardware and software are suitable, they can ask 20/20 vision for advice.
6. 20/20 vision can put a ceiling on the number of End users.

Artikel 16. Term and termination Cloud service

1. Notwithstanding article 4 paragraph 1 (Term and Termination of the Agreement) the term of the Agreement for the Standard Cloud service is the same as the period for which 20/20 vision has sent Client an invoice.
2. Notwithstanding article 4 paragraph 1 (Term and Termination of the Agreement) the Agreement for the Standard Cloud service may also be terminated until one calendar month before the end of the Agreement term by indicating so in the Administrator account. If the Agreement is not terminated or not terminated in good time, the Agreement will be tacitly renewed for the same period.
3. Both Client and 20/20 vision may terminate the Agreement for the Cloud Service partially if Client no longer wishes to purchase a certain Solution or if 20/20 vision no longer can or wants to deliver. The term and termination conditions of article 4 (Term and Termination of the Agreement) and/or the present article will apply.

Artikel 17. Ordering process Cloud service and Solutions

1. 20/20 vision can offer an online ordering process for the Standard Cloud service and (supplementary) Solutions and the Advisory service. The ordering process runs via the Administrator account. Customised services cannot be ordered via the online ordering process.
2. The process is as follows:
 - a. Client requests an Administrator account via the Website whereby Client gives at

least one email address and password. Not all email addresses are allowed, the sender's integrity and identity should be unambiguously confirmed;

- b. When requesting the Administrator account Client needs to agree to the General terms and conditions;
- c. 20/20 vision accepts Client's request by sending a confirmation mail with a link to the Administrator account;
- d. The confirmation mail establishes the Agreement;
- e. Client needs to activate the Administrator account by clicking on the link in the confirmation mail send by 20/20 vision;
- f. Subsequently Client can organise the (Standard) Cloud service via the Administrator account. Client first selects the number of End users and then, if so desired, a (number of) Solution (s) on top; Additional Solutions can also be ordered via the Administrator account when Client purchases the Cloud Service;
- h. 20/20 vision may offer a free trial period;
- i. An overview of the order will be displayed with the accompanying (periodical) costs. By clicking 'agree' to the order and sometimes also to the General Terms and Conditions and/or additional conditions, Client definitely agrees to the order which then becomes part of the Agreement.

Artikel 18. Access and account

1. 20/20 vision will create an Administrator account for Client. Client can use the Administrator account using the username and accompanying password.
2. Client can create (amongst others) Accounts for its End users from the Administrator account.
3. Use of the Administrator account and Account(s), and accompanying username(s) and password(s) is only allowed for the linked Client and/or End user. Client and End users are required to maintain these data for their own use and may never provide them to any third parties.
4. Client should ensure that only End users have access to the Service. If Client creates an Account for an unauthorised party or provides login data to unauthorised parties, the consequences (such as, but not limited to the user costs) will be for Client's account.
5. Any action involving use of Client's or End-user's username and password is deemed to be taken at Client's responsibility and risk. No distinction is made between the Account and the Administrator account.
6. In the event of suspected abuse of a username and/or password, Client shall notify 20/20 vision as soon as possible. This shall not release it of its personal obligation to take immediate measures against any (further) abuse.
7. Client and End users will gain access to the Cloud service via the Administrator account or Account.
8. Before using the Service, Client and End users should agree to the user conditions that apply to usage of the Service. 20/20 vision will set up the Service in such a way that agreement is the first thing required and will be compulsory.
9. Before using the Service, Client and End users should comply with the user conditions. In case Client and/or one or several End users do not comply with the user conditions, the consequences of this will be at Client's risk. 20/20 vision is entitled to address Client (as well as or in place of the End user) based on End user's acts or omissions. 20/20 vision can

accept no responsibility for improper use or misuse of a service by Client and/or End users.

Artikel 19. Solutions

1. By means of the Administrator account Client may expand the Cloud service with Solutions.
2. Solutions are offered via the Solution store. The Solutions in the Solution store have been tested by 20/20 vision and meet its quality requirements. These Solutions can be purchased as part of the Cloud service in which case they become part of the Agreement.
3. It will be indicated for each Solution whether it can be implemented by the Client self or if the Advisory Service is needed for the implementation in the Client's organisation.
4. Client may also purchase a certain solution or additional functionality developed by a Partner (often especially for Client) from 20/20 vision. In that case Client always also needs to purchase the Platform from 20/20 vision. These additions to the Platform have not (yet) been tested by 20/20 vision. Client needs to bear this in mind when using the addition. Client needs to indicate whether additional agreements about the usage are desired.

Artikel 20. User Rights Cloud Service

1. 20/20 vision or its suppliers or Partners own the intellectual rights of (parts of) the Cloud Service and the Results. Client will only be granted the rights of use that are granted in this article and/or under the Agreement.
2. 20/20 vision will be authorised to set additional and/or alternative conditions for the use of certain Solutions.
3. Client shall be granted by 20/20 vision a non-transferrable right of use to use the Cloud Service solely and exclusively as provided by means of the Platform for the term of the Agreement, for the purpose of the Intellectual Rights associated with (parts of) the Cloud service.
4. Client shall be granted by 20/20 vision a non-transferrable right of use for an undetermined period for the purpose of the Intellectual Rights associated with (parts of) the Advisory Service and the Results.
5. 20/20 vision will manage all licences relating to the Cloud Service, including any third-party licences to be used by Client, to the extent that these are related to the Cloud Service. 20/20 vision will indemnify Client against any third-party claims relating to incorrect licences or licences that do not belong to 20/20 vision for the Cloud Service, as provided by 20/20 vision. If materials were not placed on the Platform by 20/20 vision, but by Client and/or End user and/or a third party, the indemnification shall not apply.
6. Client will not be entitled to copy anything from, make modifications or additions to the Cloud Service. Client will therefore not be entitled to the source code of the Cloud Service or to exploit the Cloud Service.
7. Reverse engineering of (any part of) the Service is not permitted.
8. Intellectual Rights can also be associated with (parts of) the Results (such as, but not limited to the layout). 20/20 vision and/or its suppliers own these Intellectual Rights.
9. Client will be entitled for an undetermined period to use the Results as far as needed for its activities. Client will not be entitled to exploit the Results or parts of it (such as, for instance, the lay out).

Artikel 21. Customisation Cloud service

1. The Service may comprise the development of a Customised Cloud service.
2. The Quotation provides a description of the Customised Cloud service consisting of at least:
 - a. The purpose of the customised Cloud service;
 - b. The functionalities of the customised Cloud service;
 - c. The number of End Users that need to be able to use the customised Cloud Service at the same time;
 - d. Which connections need to be made to cloud services of Third parties.
3. In addition, the fee is specified in the Quotation and an indication of the time schedule for the development plus at least an acceptance test (see the next paragraph) will be provided.
4. The Customised Cloud service is then offered for acceptance in a 20/20 vision test environment, unless otherwise agreed. The acceptance process will proceed as follows, unless otherwise agreed in writing:
 - a. Client will perform an acceptance test. This can comprise of manually testing the agreed functionalities and performance of the customised Cloud Service, a stress test (how many End users can the customised software handle), and/or an automated test;
 - b. If the test(s) could cause any disruption to the daily operation of Client or to the daily operation (and systems) of 20/20 vision, a suitable time and day will be chosen in mutual agreement beforehand. 20/20 vision will not be responsible for possible delays due to this;
 - c. Client will provide the results of its test(s) digitally to 20/20 vision;
 - d. 20/20 vision will adjust the customised Cloud service if the results show that the Service does not correspond to the description in the Quotation.
5. 20/20 vision will implement the Customised Cloud service on the Platform.
6. Client will direct its acceptance of the Customised Cloud Service in writing or by electronic mail to 20/20 vision.
7. The stipulations as set out in article 5 (Delivery) will apply. Prior to the implementation, Client will need to have adequately tested and accepted the functionality as it sees fit. At the implementation of the Customised Cloud Service, Client will be deemed to have formally accepted the delivered Customised Cloud Service.

Artikel 22. Results

1. The quality of the Results of the Cloud Service depends on the correctness of data entered by Client and/or End User.
2. 20/20 vision has built in control mechanisms to optimise the Results and will provide (at a fee) the Advisory Service. The quality and correctness of the Results will however always remain Client's responsibility.

Artikel 23. Data

1. Client can request 20/20 vision for transfer of the data it has saved using the Cloud Service. Read more on this in article 40 (Exit-scheme)

Artikel 24. Connecting to a third party system

1. A Client can request 20/20 vision to establish a connection to a third party system. This will always be custom-made. The development of the connection is regulated by article 21 (Customisation Cloud Service). 20/20 vision may refuse to establish a connection.
2. Client is responsible for obtaining the required licenses (the required user right), documentation and source code for the connection.
3. Establishing the connection will never grant a third party any right of use or right to documentation or source code beyond that which is necessary for the connection.
4. Possible obligations to guarantee a certain result or to perform to the best of one's ability that 20/20 vision has, will not apply to the connection nor to the systems and/or cloud services of third parties.
5. Client should obligate the third party not to cause any damage to the Cloud Service (also including the Platform). If any damage is caused, this should be made good by Client.
6. The connection may influence the (technical and functional) functioning of the Cloud Service. Naturally 20/20 vision strives to alert Client in advance in such cases. 20/20 vision will not be responsible for a possible interference of the functioning of the Cloud Service caused by the connection.

Artikel 25. Availability

1. 20/20 vision strives to develop high quality user-friendly Services. However, 20/20 vision does not guarantee that the Services will be error-free.
2. 20/20 vision provides its Services on a best-efforts basis and will strive to provide the Services to the best of its abilities, but will provide no guarantees regarding the availability and quality of its Service.
3. If Client does want guarantees regarding a (specific) performance(s), amongst which also the creation of back-ups (this is not standard), Client may purchase an SLA from 20/20 vision at an additional charge. Also see the provisions regarding Premium services (article 36 to 41).
4. Should Client encounter an error while using the Service, this can be reported electronically (support@2020vision.nl or support.2020vision.nl). The error report will automatically be assigned an ID (number). This ID will be quoted in all communication regarding the report.
5. 20/20 vision will strive to resolve any errors.

Artikel 26. Maintenance and modification of the Cloud service

1. 20/20 vision shall be entitled to take its systems, used amongst others for the Cloud service, or parts thereof, temporarily out of service for the purpose of maintenance (scheduled or unscheduled), modification or improvement. 20/20 vision shall attempt to do this as much as possible on non-working days and shall endeavour to notify Client timely of the scheduled downtime.
2. 20/20 vision will never be liable to pay any compensation for loss in connection with downtime for maintenance. As the Cloud service is provided to multiple Clients, it is not possible to refrain from a specific modification for the benefit of one Client. 20/20 vision will not be liable to pay compensation for any loss resulting from such modification to the Cloud service.

3. 20/20 vision has the right to modify its systems, used amongst others for the Cloud service, or parts thereof, periodically, in order to improve the functionality and to correct errors. If a modification will result in a significant change in functionality, 20/20 vision will strive to inform Client accordingly. In the event of modifications that are relevant to multiple Clients, it is not possible to refrain from a specific modification for one Client. 20/20 vision will not be liable to pay compensation for any loss resulting from such a modification.
4. 20/20 vision will endeavour to inform Client of the nature and expected duration of the interruption, in the event that the Service is unavailable due to malfunctions, maintenance or other causes.
5. 20/20 vision will endeavour to keep the software it uses for the Cloud service up-to-date. 20/20 vision is however (partly) dependent on its supplier(s) in this respect. 20/20 vision will be authorised not to install specific updates or patches if, in its view, this is not beneficial for a proper provision of the Cloud service.

Artikel 27. Personal data protection and data security

1. When personal data is being processed using and/or executing the Service and/or the Agreement, the provisions in this article shall apply. Parties may agree to further specify rights and obligations in a processing agreement.
2. Client will be responsible according to art 1 sub d of the Dutch Personal Data Protection Act and 20/20 vision will be processor according to art 1 sub e of the Dutch Personal Data Protection act, with regard to the (particular) personal data that was processed based on the Agreement.
3. 20/20 vision will process the personal data provided in view of the performance of the Agreement.
4. When executing the Agreement, 20/20 vision shall make all necessary arrangements in so far as this is reasonable, taken into account the state of the technology, the sensitivity of the data and if the costs involved in making these security arrangements are not unreasonable. In any case connections will be secured by an SSL-certificate. In general, the documents will not be stored encrypted on the data storage location. End users have no direct access to the data storage location and documents can only be approached via the Cloud Service. Client can purchase a Premium service for encrypted storage (see also article 41 Security). Besides that, Client can consult 20/20 vision if they deem additional security necessary.
5. Should 20/20 vision involve any third parties in the performance of the Agreement, it will ensure that the third party will take similar measures and that it will accept the same duty of confidentiality agreed between the Parties in writing and will strictly comply with this duty of confidentiality.

Artikel 28. Indemnification and deletion or transfer of data

1. Client indemnifies 20/20 vision against any third-party claims in relation to any data send or stored using the Cloud Service.
2. In the event that 20/20 vision receives a report of any of the following:
 - a. Infringement on the copyright, trade mark right, trade name right or any other right of the reporting party or other third party;
 - b. Racist, hateful or discriminating statements;

- c. Slander, libel, defamation or threats directed at the reporting party;
- d. Infringement on the reporting party's personality rights (including stalking);
- e. Child pornography or other illegal content of a pornographic nature;
- f. Pornographic or otherwise sexually explicit images or text;
- g. Cybercrime (i.e. hacking, viruses etc.);
- h. Unauthorised disclosure of personal data
- i. Acts or omissions that are in violation with laws and/or regulations,

when 20/20 vision's systems are used, 20/20 vision will be authorised to intervene. Such intervention, or the consequences thereof, cannot be attributed to 20/20 vision in any manner whatsoever.

- 3. If 20/20 vision receives a request to provide information, including, but not limited to, the provision of data, by an individual or an organisation authorised thereto under the applicable laws and/or regulations, including, but not limited to, an investigator, 20/20 vision will be authorised to honour such request. Client may not hold 20/20 vision liable for any loss it suffers due to the disclosure of that information.
- 4. 20/20 vision will notify Client of the provision as described in the foregoing paragraph, provided that this is not prohibited by the request or the authorised individual or organisation.

Artikel 29. Remuneration and payment

- 1. This article is an addition to article 11 (Remuneration and Payment). In the event of any contrariety between the provisions of this article and article 11, the provisions of this article shall prevail.
- 2. 20/20 vision may offer the Cloud Service or part of it free of charge for a set period. Client will not be charged for the duration of this trial period.
- 3. The remuneration for the Cloud Service consists at least of two parts: the remuneration for the Platform and the remuneration for the Solutions. If agreed upon, implementation costs will be charged as well.
- 4. Client can require additions to the Service and purchase a new Solution during the Agreement. The remuneration for the Solution will be charged for the entire remaining period of the current Agreement.

The On premises-service

Artikel 30. On premises-service, term and termination

1. The exact content of the On premises-service is described in the Quotation.
2. Client will be responsible for the availability of the correct hardware and supplementary software so Client and End users may take full advantage of the On-Premises Service. If Client is not sure which hardware and software are suitable, they can ask 20/20 vision for advice. If the hardware and software do not meet the requirements set by 20/20 vision, 20/20 vision is entitled to refuse the installation, implementation or maintenance.
3. Notwithstanding article 4 paragraph 1 (Term and Termination of the Agreement) there is no term agreed upon in the Agreement for the On premises Service. The agreement will always be concluded for the duration of twelve calendar months. Client may terminate the Agreement until one calendar month before the end of the specified term. If the Agreement is not terminated or not terminated in good time, the Agreement will be tacitly renewed for a period of twelve calendar months.

Artikel 31. Development, acceptance and installation

1. The Quotation provides a description of the On premises-services consisting of at least:
 - a. The purpose of the On premises-service;
 - b. The functionalities of the On premises-service;
 - c. The number of End users that need to be able to use the On premises-service at the same time;
 - d. If and if so, which connections need to be made to Third parties services; and
 - e. Where the On premises-service needs to be installed.
2. A description of the system requirements will be published on the Website. Herein Client can see which hardware and software Client should have at its disposal.
3. In addition, the fee is specified in the Quotation and an indication of the time scheduled for the development and at least one acceptance test (see the next paragraph) is provided.
4. The On premises-service is then offered for acceptance in a 20/20 vision test environment, unless otherwise agreed. The acceptance process will proceed as follows, unless otherwise agreed in writing:
 - a. Client will perform an acceptance test. This may comprise of manual testing of the agreed functionalities and performance of the On premises-service, a stress test (how many End users can the customised software handle), and/or an automated test;
 - b. If the test(s) could cause any disruption to the daily operation of Client, a suitable time and day will be chosen in mutual agreement beforehand. 20/20 vision will never be responsible for possible delays due to this;
 - c. Client will provide the results of its test(s) digitally to 20/20 vision;
 - d. 20/20 vision will adjust the On premises-service if the results show that the On

premises-service does not correspond to the description in the Quotation.

5. 20/20 vision will install the On premises-service on hardware and networks that Client will designate, if these meet the requirements set in the Quotation.
6. When Client accepts the On-premises service, Client should sign the designated form, provided by 20/20 vision, and send this to 20/20 vision.
7. At paragraph 6 of the present article, the stipulations as set out in article 5 (Delivery) will apply. Client will need to have adequately tested and accepted the functionality as it sees fit. At the implementation of the On premises-service, Client will be deemed to have formally accepted the delivered On premises-service.

Artikel 32. Connecting to a third-party system

1. A Client can request 20/20 vision to establish a connection to a third party system. This will always be custom-made. The development of the connection is regulated by article 31 (Development, acceptance and installation). 20/20 vision may refuse to establish a connection.
2. Client is responsible for obtaining the required licences (the required user right) documentation and third party's source code to establish the connection.
3. Establishing the connection will never grant a third party any right of use or right to documentation or source code beyond that which is necessary for the connection.
4. Possible obligations to guarantee a certain result or to perform to the best of one's ability that 20/20 vision has, will not apply to the connection nor to the systems and/or cloud services of third parties.
5. Client should obligate the third party not to cause any damage to the On premises-service. If any damage is caused, this should be made good by Client.
6. The connection may influence the functioning of the On premises-service. Naturally 20/20 vision strives to alert Client in advance in such cases. 20/20 vision will not be responsible for a possible interference of the functioning of the On-premises-service.

Artikel 33. User Rights On premises-service

1. 20/20 vision or its suppliers or Partners own the intellectual rights of (parts of) the On premises-service. Client will only be granted the rights of use that are granted in this article and/or under the Agreement, unless otherwise expressly agreed in writing and signed by both 20/20 vision and Client.
2. Client shall be granted by 20/20 vision a non-transferrable right for an undetermined period for the purpose of the Intellectual Rights associated with the results arising from the On premises-service during the Agreement.
3. Client shall be granted by 20/20 vision a non-transferrable and non-exclusive right of use for an undetermined period for the purpose of the Intellectual Rights associated with (parts of) the On premises-services. Provided that the software and possible updates that came with the On premise-service:
 - a. Only be uploaded and installed on the agreed number of workstations for the benefit of the agreed number of End users;
 - b. May never be copied for any other purpose than the purpose described under a;

- c. May never be supplemented or altered by Client except with 20/20 vision's explicit consent in writing.
 4. 20/20 vision may put a ceiling on the number of End users.
 5. 20/20 vision will manage all licences relating to the Intellectual Rights for the Materials, including any third-party licences to be used by Client, to the extent that these are related to the On-premises-service. 20/20 vision will indemnify Client against any third party claims relating to incorrect licences or licences that do not belong to 20/20 vision for the Materials as provided by 20/20 vision. If Materials were not proposed by 20/20 vision but by Client, the indemnification shall not apply.
 6. Client's user rights do not entitle Client to the source code.
 7. The user rights do not entitle granting one or more sublicenses to third parties and/or any form of exploitation of the On premises-service by Client.
 8. Reverse engineering is not permitted. Client is not permitted to (try to) breach any security of the On premises-service.
4. Should Client encounter an error while using the Service, this can be reported electronically via the 20/20 vision ticket system (support@2020vision.nl or support.2020vision.nl). The error report will automatically be assigned an ID (number). This ID will then be quoted in all communication regarding the report.
 5. 20/20 vision will strive to resolve any errors.

Artikel 34. Maintenance

1. 20/20 vision will endeavour to adjust the On-premises services from time to time to improve the functionality and to repair defects, only if this is part of the Agreement. For new functionalities or alterations that may substantially change the functioning of the On premises-service, 20/20 vision will consult with Client beforehand.
2. 20/20 vision will endeavour to keep the On premises-service up-to-date, only if such is part of the Agreement. 20/20 vision will however be dependent on its supplier(s) and third parties in this respect. 20/20 vision is entitled not to install specific updates or patches if, in its view, this is not beneficial for a proper functioning of or is not in the interest of the On premises-service.
3. 20/20 vision will endeavour to add changes and new functionalities that the Client requested to the On premises-service. Article 33 (User Rights On premises-service) shall apply mutatis mutandis to such changes and new functionalities. 20/20 vision is always entitled to refuse such a request if, in its view, this is not feasible or can obstruct a proper functioning or availability of the On premises-service.
4. If Clients wishes to make changes to the On premises-service themselves, this will be totally Client's own risk and responsibility. In such a case, 20/20 vision will not (no longer) be obliged to strive to remedy bugs. Such unless Client has reported the required change beforehand to 20/20 vision and 20/20 vision has approved of this in writing. 20/20 vision may attach conditions to this approval.

Artikel 35. Availability

1. 20/20 vision strives to develop high quality user-friendly Services. However, 20/20 vision does not guarantee that the Services will be error-free.
2. 20/20 vision provides its Services on a best-efforts basis and will strive to provide the Services to the best of its abilities, but will provide no guarantee regarding the availability and quality of its Service.
3. If Client does want guarantees regarding a (specific) performance(s), amongst which also maintenance (this is not standard included), Client may purchase an SLA from 20/20 vision at an additional charge. Also see the provisions regarding Premium Services (article 36 to 41).

Premium services

20/20 vision does not perform as agreed, should be considered to be a penalty clause as described in book 6 of the Dutch Civil Code (6.1.9.4).

Artikel 36. Premium services

1. The various Premium services are listed on the Website. The conditions when purchasing certain Premium services are set out in articles 36 to 41.
2. 20/20 vision may lay down supplementary conditions to a particular Premium service, amongst others but not exclusively, on the website.
3. The Premium services can be purchased in combination with the Cloud service and, if so indicated, also in combination with the On premises-service.

Artikel 37. Back-up

1. If the Service (also) consists of the Premium service with regards to making back-ups, using the back-up software of 20/20 vision or its suppliers, via the internet, the conditions set out in this article will apply.
2. The back-up Premium service will only be provided for the Cloud service. 20/20 vision has taken several precautionary measures to prevent loss of data. This is a supplementary Service where 20/20 takes on the best efforts obligation so the back-ups will be made automatically. Local management of the back-ups will always remain Client's responsibility.
3. All data that is not stored on the 20/20 vision systems (the Platform), but for instance, only on Client's own hardware, will not be backed-up by means of this Service.
4. Client will be obliged to strictly follow the instructions in the back up manual.
5. 20/20 vision can charge the costs of repair in case of operation errors or other causes not attributable to 20/20 vision.
6. Unless otherwise agreed upon in writing, Client will be responsible for the activation and configuration of the back-up software, observing the back-up manual.
7. 20/20 vision will never be liable for any damage, arising from loss of the Encryption key by Client or when a third party has gained access to the Encryption key and so gained access to Client's digital data.
8. Client self is responsible for storage and safekeeping of the Encryption key and is aware that extinction or loss of the Encryption key will make the data stored at 20/20 vision unusable and unreadable.

Artikel 38. SLA

1. If Client does want guarantees regarding a (specific) performance(s), Client may purchase an SLA from 20/20 vision at an additional charge.
2. Any compensation stipulation included in the SLA, based on which Client can claim a remuneration if

Artikel 39. Escrow

1. The Premium service with regard to an escrow-arrangement can only be purchased together with the On premises-service.
2. With an escrow-arrangement, the source code will be deposited with an escrow-agent. Should 20//20 vision cease to exist, Client will receive the source code of the On premises-service from the escrow-agent.
3. The exact conditions for the escrow-arrangement will be recorded in a separate agreement with the escrow-agent.

Artikel 40. Exit-scheme

1. Client may request 20/20 vision for transfer of the Data it has saved using the Cloud service. 20/20 vision will cooperate in this at a charge, and only if Client has satisfied all its payments pursuant to any valid Agreement between parties.
2. The fee for the data transfer will be payable in advance.
3. 20/20 vision will determine the format in which the data is to be transferred.
4. Two months after termination of the Agreement, a request for data transfer can no longer be made.
5. Client may also terminate the Agreement partly as described in article 16, paragraph 3 (Term and Termination of the Cloud Service). If Client, after termination of a certain Solution, wishes to retain read permission rights for the data collected via the Solution, this is possible on payment of a fee.

Artikel 41. Security

5. If the Service (also) consists of the Premium Service for encrypting Client's data on the Platform (on the data storage location) using software by 20/20 vision or its suppliers, the conditions set out in paragraph 2 and 3 of this article will apply.
6. 20/20 vision will never be liable for any damage, arising from loss of the Encryption Key by Client or when a third party has gained access to the Encryption Key and so gained access to the Client's digital data.
7. Client is responsible for storage and safekeeping of the Encryption Key and is aware that extinction or loss of the Encryption key will make the data stored at 20/20 vision unusable and unreadable.