Nmbrs®

Terms & Conditions

General provisions

1.   Definitions

1.1   **Subscriber:** A natural person or legal entity, representing and entitled to enter into agreement(s) on behalf of, legal entity .

1.2   **Administrator User**: The created End-User, who has administrative rights and who is appointed by the Subscriber as administrator of the Subscriber Environment.

1.3   **End User:** A natural person who, under the responsibility of the Subscriber, uses Nmbrs® and can log into the Environment of the Subscriber as a user and gain access to one or more Companies.

1.4   **Environment**: An environment within Nmbrs® with a collection of Companies belonging to one Subscriber or accounting (or similar) organization to which only the End Users of the same clients of a accountant have access.

1.5   **Agreement:** The Agreement is the order confirmation, by Subscriber,   to purchase a Nmbrs® Subscription.

1.6   **Standard Price:** The current price by Administrator User, End User or Employee, in accordance with current price list on the website of Nmbrs BV and in accordance with the predefined values at the time of concluding the Agreement.

1.7   **Contract Owner**: A contract owner of the Subscriber designated by the Subscriber who is well aware of (the operation of) Nmbrs®. Nmbrs BV may impose conditions on the qualifications for and number of Contract Owners. The Contract Owner acts as a contact and is authorized on behalf of the Subscriber to make Notifications, upgrade/downgrade the Subscription, to register End Users and Administrator Users etc., all in accordance with these terms and conditions.

1.8   **Breach:** A security breach, accidental or through any unlawful action, leading to the destruction, loss, modification or unauthorized provision of / or access to (sent, stored or otherwise processed) Personal Data.

1.9   **Personal Data:** The personal data as defined by the Applicable Law which is processed by Nmbrs BV on behalf of Subscriber as per the Agreement.

1.10   **Processing:** An operation or set of operations performed on personal data or a set of personal data, whether executed via automated means or not, such as the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, forwarding, distribution or making available in some other way, aligning or combining, concealing, deletion or destruction of data.

1.11   **Applicable Law:** The applicable current legislation and regulation regarding protection of personal data, including the current Dutch Personal Data Protection Act ('Wbp'), and, starting 25 May 2018, the General Data Protection Regulation - EU Regulation 2016/679 of 27 April 2016 concerning the protection of natural persons in connection with the processing of personal data and to the free flow of this data, and which will supersede Regulation 95/46/EC - (the 'GDPR') and the related regulations that are currently in force.

Nmbrs BV
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2. Applicability of Conditions

2.1   These conditions apply to all orders and subsequent follow-up orders for Nmbrs® Subscriptions. These terms and conditions may be consulted by the Subscriber, downloaded and stored on the website www.nmbrs.nl (in these conditions: the Website).

2.2   A Nmbrs® Subscription (hereinafter in these conditions: Subscription) is a (Software as a Service, SaaS) service provided by Nmbrs BV Amsterdam to the Subscriber. This service consists of making Nmbrs® available and maintained at location of its choice and installed into the Infrastructure (referred to in Article 19 paragraph 1) by Nmbrs BV remotely via Internet or other network for the Subscriber and other subscribers ("multi-tenant"). Nmbrs® has agreed with the Subscriber (module) on the software application for payroll processing and personnel information by Nmbrs BV

2.3   Nmbrs BV is never obliged to supply the Subscriber with an actual carrier with Nmbrs®.

2.4   By ordering a Subscription or, if the Subscriber buys and pays for a Subscription directly online, when placing the order, the Subscriber declares his/her agreement with the content and applicability of these conditions.

2.5   Deviations and additions to the Terms and Conditions are only valid if agreed in writing between the parties.

2.6   The applicability of any purchase or other conditions of the Subscriber is expressly rejected.

2.7   Should any provision of these Terms and Conditions be void or be cancelled then the remaining provisions of the Terms and Conditions shall remain in force without prejudice. Nmbrs BV and the Subscriber shall in that case enter into consultations with the aim of agreeing on new provisions to replace the void or cancelled provisions, respecting as far as possible the purpose and intent of the void or cancelled provisions.

3. Offers

3.1   All offers and other expressions by Nmbrs BV are without obligation, unless indicated otherwise by Nmbrs BV in writing.

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4. Price, amount to be paid and payment

4.1   All prices are exclusive of sales tax (VAT) and other levies imposed or to be imposed by the authorities. Unless otherwise agreed, all prices are always in euros and the Subscriber should make all payments in euros.

4.2   If the Subscriber consists of several natural persons and/or legal persons, each of those persons is jointly liable to pay the sums due under the Subscription.

4.3   The relevant documents and information from the administration or system of Nmbrs BV provide full evidence with regard to performances delivered by Nmbrs BV and the monies owed as a result by the Subscriber, without prejudice to the right of the Subscriber to supply evidence to the contrary.

4.4   Nmbrs BV is entitled to adjust the prices and rates as of each calendar year in accordance with the CBS business services index, CAO wages per month, including special payments, SBI 93: 70-74, current figures version. The reference date for the adoption is on 15 August of the current year over the period from July to June.

4.5   Settlement for the use of Nmbrs® is based on the number of salaried employees. The Subscriber is automatically charged monthly in arrears for the number of salaried employees. With weekly salaries, the number of salaried employees is calculated once every 4 weeks and charged (an employee with a weekly salary is calculated only once per 4 weeks). Payment is made through direct debit.

4.6   The Subscriber is automatically charged for created End Users and Administrator Users as referred to under Article 4.5, from the month in which it is/they are registered (regardless of which day of the month registration has taken place). Administrators and End Users whose registration and cancellation occurs within the same month and have not logged in shall not be charged.

4.7   If the Subscriber is an accounting (or similar) organization, the Subscriber may create its own customers within the Environment for use of Nmbrs®. The Subscriber shall remain liable for creating all types of End Users and for the timely removal of End Users from the Environment who have cancelled their subscription with the Subscriber or are erroneously created by its End Users.

4.8   The Subscriber may create an unlimited number of new Administrator Users and End Users within the Environment, whereby each End User shall be charged the Standard Price by type of End User, or, if different, the prices specified in the Agreement. If a second End User with a user name and password that is already in use is created within the Environment, the End User shall be charged only once, whereby the system role with the most rights linked to the user in the month prevails.

4.9 ”Demonstration" type Companies (select "Company Settings" in the dashlet) are free of charge; for these types of Companies it is not possible to send a payroll tax return. The End User shall be kept informed of this status through a notification and the respective Companies are not included in the backup process. If the use of the 'demonstration' type is upgraded to the 'normal' payroll administration type, Nmbrs BV shall charge the Standard Price for this payroll administration from the moment of bringing the standard upgrade price.

4.10 If direct debits for any reason whatsoever do not lead to full (timely) payment of the fee owed, the Subscriber, without any warning or notice shall by default owe statutory interest on the outstanding amount owed. If the Subscriber, upon any demand or serving notice fails to pay the claim, Nmbrs BV may pass on the claim, in which case the Subscriber shall be obliged to pay the total amount owed as well as all collection costs, including all costs charged by external experts, without prejudice to the right of Nmbrs BV to total or partial suspension of the execution of the Subscription and without prejudice to Nmbrs BV to exercise any other statutory and/or agreed right.

4.11 Nmbrs BV has its organization and Nmbrs® audited by a team of skilled payroll experts from the Dutch Association of Registered Accountants & Accountants- Administration (SRA) and upon request shall send the summary statement of that audit to the Subscriber. Criteria for certification include functionality, usability, stability, performance and flexibility (such as linking capabilities and import and export). This audit is conducted in accordance with the requirements under the SRA Payroll Systems Certification Standards Framework.

5. Confidentiality

5.1 The Subscriber and Nmbrs BV guarantee that all the information received from the other Party, the confidentiality of which it is or ought to be aware of shall remain secret. The Party which receives such confidential information shall only use it for the purpose for which it has been provided. Information shall, at any rate, be considered confidential if either Party has marked it as such.

6. Privacy, data processing and protection

In this article, in addition to the terms defined above, the terms will be used as defined in the Applicable Law (Data Subject, Processor, etc.), regardless of whether they are used in the singular or plural form.

6.1 Nmbrs BV provides online HR and Payroll Services to Subscriber in compliance with the provisions of the Agreement. The details of the services provided, are described in the Agreement.

6.2 Nmbrs BV processes Personal Data for the HR and Payroll processes/operations of Subscriber; or Subscriber's clients. Nmbrs BV processes Personal Data on behalf of, on instruction and under the responsibility of Subscriber. In this context Nmbrs BV assumes the role of Processor (with respect to the data for which Subscriber assumes the role of Controller), or the role of sub-Processor (with respect to the data for which Subscriber assumes the role of Processor) as is defined by the Applicable Law.

6.3   Subscriber provides Nmbrs BV with Personal Data of Employees (including potential employees, freelancers, volunteers), Former Employees and Beneficiaries of the Subscriber or its clients (hereinafter 'Data Subjects').

6.4   In carrying out its obligations under the Agreement, Nmbrs BV processes on behalf of Subscriber, several types of Personal Data of Data Subjects. The (exact) data processed depends on the functionalities / services purchased by Subscriber and / or the functionalities made available to its clients by Subscriber. In the context of the services provided, Nmbrs BV can process the following types of Personal Data of Data Subjects.

Identification data (incl. Copy ID)	Occupational data
Residence Data	Education & schooling data
Social Security number (BSN)	Leave and absenteeism data
Contact information (telephone number(s), e-mail addresses, etc)	Performance appraisal data
Family composition	Bank account information
Financial / payroll data	Employment contract (mutation) data

6.5   Nmbrs BV processes Personal Data based on instructions (including the instructions as formulated within the Agreement) of Subscriber. Subscriber instructs Nmbrs BV to process Personal Data, and instructs Nmbrs BV to do so, for the entire duration of the data processing by Nmbrs BV. Subscriber is responsible for ensuring that its instructions are compliant with the applicable legislation. Nmbrs BV shall process the Personal Data in a proper and careful manner.

6.6   Nmbrs BV shall process the Personal Data whenever obligated to do so by law, including the processing necessary pursuant to an official court order, an order issued by the competent authority, an instruction or legal request from the relevant competent supervisory authority, such as the Dutch Data Protection Authority. Nmbrs BV shall inform Subscriber without undue delay of any instruction or other notification issued by a competent authority (such as the Dutch Data Protection Authority) with regard to the Personal Data. Insofar as this legal obligation exceeds the contractual obligations of the Processor as defined in the Agreement, including possibly having consequences for agreed costs and schedule, the obligation to execute such processing arises only after the Parties have reached an agreement on all relevant matters.

6.7   Nmbrs BV shall process Personal Data exclusively and in compliance with the obligations pursuant to the Agreement, including the provision of (aggregated and anonymized) analyses to Subscriber, for the improvement of quality of Subscriber's (or its clients) HR and Payroll operations, as well as for the use of (aggregated and anonymized) data, used for its invoicing purposes and statistical research to the quality of the services. The Processor is explicitly prohibited from performing other types of processing.

6.8   Subscriber guarantees that all requirements have been met for the legal processing of the Personal Data provided by Subscriber. Subscriber ensures that all Personal Data is collected in a manner compliant with the current legal regulations, particularly those pursuant to the Applicable Law. Subscriber guarantees Nmbrs BV that the content of the data, the use by or on behalf of Subscriber of the data, as well as the instructed processing of the data, is in no way unlawful and in no way constitutes an infringement of the Data Subject's rights.

6.9   Subscriber indemnifies Nmbrs BV against any claims from people whose Personal Data is registered and / or processed in the course of a (personnel)registration conducted by Subscriber or for which Subscriber is otherwise responsible in accordance with the law, unless Subscriber proves that Nmbrs BV is solely culpable for the underlying facts of the claim.

6.10   Nmbrs BV is bound to confidentiality with regard to Personal Data provided by Subscriber, except to the extent necessary pursuant to the instructions as defined in the Agreement, pursuant to any additional written instruction from Subscriber or to a legal obligation (including processing necessary under an official court order, instructions issued by the competent authority, an instruction or legal request from the relevant competent supervisory authority, such as the Dutch Data Protection Authority) or when the Subscriber's written consent is granted in advance.

6.11   Nmbrs BV guarantees anyone acting under its authority is bound to confidentiality with regard to the Personal Data to which he or she has access, in accordance with the provisions of the previous paragraph.

6.12   Nmbrs BV is entitled to assign access and identification codes to Subscriber. Nmbrs BV is entitled to change assigned access and identification codes. Subscriber shall treat the access and identification codes as confidential and handle them with due care, making them known on a strictly individual basis to authorized staff members only. Nmbrs BV is not liable for any damages or costs resulting from the use or misuse of access or identification codes.

6.13   Nmbrs BV shall provide its support to Subscriber for the fulfilment of its legal obligations pursuant to the Applicable Law. Nmbrs BV will do so to the extent possible and insofar as this obligation lies reasonably within the sphere of influence of Nmbrs BV, by means of appropriate technical and organisational measures , also taking into consideration the nature of the processing. Nmbrs BV is entitled to transfer to Subscriber the reasonable costs thus incurred.

6.14   Nmbrs BV shall adopt appropriate technical and organisational security measures, which, given the current state of the technology and the related costs, correspond to the nature and sensitivity of the Personal Data and the purpose for which the data is processed, for the protection of the Personal Data against loss or unlawful processing, as defined in Article 13 of the Dutch Personal Data Protection Act (WBP) or Article 32 of the General Data Protection Regulation (GDPR).

6.15   Nmbrs BV shall ensure that for the duration of the Agreement, it is certified in accordance with ISAE 3402 Type 2 (or a comparable, future standard in the market). Nmbrs BV shall make the certification statement ('assurance report') available to the Subscriber on request and for a reasonable fee. Nmbrs BV reserves the right to replace the ISAE 3402 Type 2 assurance report with another adequate and generally accepted control statement and/or framework, based on international standards.

6.16   Subscriber has the right to conduct Audits under the terms and conditions described in this article. If Subscriber makes a request to conduct an Audit in accordance with the terms and conditions of this article, Nmbrs BV shall make those locations available for an Audit where Personal Data is processed on behalf of Subscriber. Nmbrs BV shall offer full cooperation and any information that Subscriber may reasonably require for the Audit. Such an Audit shall be carried out by an independent third party, which shall be selected by Subscriber in consultation with Nmbrs BV. This party shall at least be qualified as an independent expert auditor certified to verify compliance with Applicable Law. The auditor must be willing to sign a confidentiality agreement prior to the audit. The Audit (including the documentation and other information to which the Audit extends) and the results thereof shall be treated as confidential by Subscriber and the external party. Subscriber shall provide Nmbrs BV with a complete, unaltered copy of the results of the Audit as soon as possible in a legible and lasting form for Nmbrs BV insofar as the results of the Audit relate to Nmbrs BV (and any of its sub-processors). The Audit and the results may be provided to a third party for inspection only with prior consent of Nmbrs BV. Such consent shall not be withheld on unreasonable grounds. The costs (both internal and external) of the Audit shall be for the account of Subscriber, unless the Audit proves that Nmbrs BV currently is significantly lacking, or has been found significantly lacking in the past, toward its obligations contained in this article. Before the start of an Audit, both parties shall agree on the scope, planning and duration of the Audit. As well as shall determine the hourly rate which Nmbrs BV and its Sub-Processers may charge Subscriber for the support provided. Subscriber is not permitted to request an on-site Audit if Nmbrs BV can present a recent internal or external Audit report that covers the same locations for which Subscriber requests an Audit, unless Subscriber demonstrates that such an internal or external audit report does not meet the requirements as stated in Applicable Law.

6.17   If a Data Leak, with respect to Personal Data processed by Nmbrs BV or the Sub-Processors engaged occurs, Nmbrs BV shall inform Subscriber without unreasonable delay, and in any case within 48 hours, after the leak has been discovered. Nmbrs BV shall provide Subscriber with all information reasonably necessitated as is stated in the Applicable Law, to enable Subscriber to report this correctly, completely and in a timely manner to the competent regulatory authority (such as the Dutch Data Protection Authority) and the relevant Data Subjects. If any new and relevant developments occur after Subscriber has been notified as described in this article, including measures adopted by Nmbrs BV (including its Sub-Processor) to limit the consequences of the incident on its part and to prevent recurrence, Nmbrs BV shall immediately inform Subscriber.

6.18   Nmbrs BV shall, where necessary, assist Subscriber in adequately informing the competent regulatory authority or authorities and Data Subjects regarding the security incident in question, in accordance with the relevant provisions of the Applicable Law. Without prejudice to the provisions of Article 6.11, the Parties shall observe strict confidentiality with regard to any Infringements and the Parties shall report Infringements only to the competent regulatory authority or authorities and to the Data Subject or Subjects concerned, in accordance with the provisions of the Applicable Law.

6.19   Subscriber hereby authorises Nmbrs BV, in general, to use the services of sub-processors as part of the Agreement, as specified on the website of Nmbrs BV https://www.nmbrs.com/security/subprocessors. On this website, Subscriber also has the option to register in order to receive notifications pertaining to a proposed change or addition of sub-processor(s).

6.20   Subscriber hereby authorises Nmbrs BV, in general, to use, in the context of the Agreement (1), the services of sub-processors located within the European Economic Area as well as those of sub-processors located in countries of which the European Commission has determined that these countries offer an adequate level of protection. In the event that Nmbrs BV wishes to make use of the services of sub-processors located in a country which does not offer an adequate level of protection, as alluded to above, Nmbrs BV must first obtain prior written consent from Subscriber, which Subscriber shall not withhold without reasonable grounds. Subscriber shall not withhold its consent if (2) the relevant sub-processor is included on the list of active certified Privacy Shield organisations which are bound to comply with the Privacy Shield principles or (3) if Nmbrs BV can provide an adequate level of protection by means of European Model Contract Clauses, whereby Nmbrs BV is authorised by Subscriber to enter into European Model Contract Clauses on behalf of Subscriber.

6.21   Nmbrs BV shall, before replacing a sub-processor or engaging a new sub-processor, ensure that the relevant details are updated on https://www.nmbrs.com/security/subprocessors . Subscriber shall regularly consult https://www.nmbrs.com/security/subprocessors . If, on reasonable grounds, Subscriber is unable to agree with a proposed change or addition of a particular sub-processor, Subscriber has the right to object, within 10 working days after the notification. In the event of such an objection, Nmbrs BV may, within a period of 4 weeks, propose an alternative to continue the relevant service. If Nmbrs BV does not offer an alternative, Subscriber has the right to terminate the Agreement, without Nmbrs BV being liable to pay damages to Subscriber as a result of this termination. Nmbrs BV will impose the same obligations on the sub-processors that it engages as are applicable to itself, pursuant to Article 6.

6.22   Subscriber has the right to enter into contracts with third parties for the purpose of integrations/data exchanges and/or the purchase of services to complement the services provided by Nmbrs BV.

6.23   Subscriber will enter into contracts alluded to in Article 6.23 directly with these third parties, whereby Nmbrs BV will not, in any way whatsoever, be involved. These third parties will not be sub-processors of Nmbrs BV and Nmbrs BV will not, in any way whatsoever, be liable for the actions of these third parties.

6.24   When Subscriber elects to (directly) connect/integrate its Nmbrs environment to aforementioned third party, Subscriber hereby authorises the exchange of data between Nmbrs BV and the third party, for all data indicated as relevant / required by the third party. This may include the exchange of (personal) data and the storage of access or identification codes/tokens for the purpose of facilitating the exchange/ integration of data.

6.25   Upon expiration or premature termination of the Processing Agreement, Nmbrs BV shall transfer all Personal Data to Subscriber within a reasonable period of time, and/or at the request of Subscriber shall destroy or delete all Personal Data including all electronically recorded Personal Data (and copies thereof) and shall provide Subscriber with written confirmation that all Personal Data has been destroyed or deleted. If Nmbrs BV has a legal obligation to continue to process, it shall comply with Subscriber's request insofar as this is permitted under Applicable Law.

7.   Retention of title and rights, conversion and suspension

7.1   Rights, including rights of use are granted to the Subscriber as appropriate provided he continues to meet his periodic payment obligation.

7.2   Nmbrs BV is entitled to retain possession proprietary rights, information, documents, software, databases and results of the service of Nmbrs BV which are received or generated as part of the Subscription, despite an existing obligation to surrender or transfer, until the Subscriber has paid all the sums owed to Nmbrs BV.

8.   Intellectual property rights

8.1   All intellectual property rights to software, websites, databases (not the data entered by the Subscriber into Nmbrs®) used by Nmbrs BV in the execution of the Subscription, or provided to the Subscriber or maintained to that end, as well as preparatory materials in that regard, shall be held solely by the Nmbrs BV or its suppliers. The Subscriber shall obtain only those (possible) rights of use that have been specifically granted in these Terms and Conditions and by law. A Subscriber's right of use is non-exclusive, non-transferable to third parties and cannot be sub-licensed. Any right of use for Nmbrs® exclusively covers the use of Nmbrs® on the Infrastructure of Nmbrs BV (referred to in Article 19 paragraph 1); this right does not include a right of use by Nmbrs® on computer systems other than the infrastructure of Nmbrs BV.

8.2   The Subscriber shall not be allowed to remove or modify any designation concerning the confidential nature or concerning copyrights, trademarks, trade names or any other intellectual property rights from Nmbrs® manuals, websites, databases or materials.

8.3   Nmbrs BV indemnifies the Subscriber against any legal action from a third party based on the allegation that software, websites, databases or other materials developed by Nmbrs BV infringe on an Intellectual Property right of that third party, provided that the Subscriber informs Nmbrs BV in writing forthwith about the existence and the contents of the legal action and leaves the disposal of the case, including agreeing possible settlements, entirely to Nmbrs BV. Thereto, the Subscriber shall grant Nmbrs BV the necessary authorisations, information and cooperation to Nmbrs BV. This duty of indemnification shall be cancelled if the infringement concerned is related to (i) materials made available to Nmbrs BV by the Subscriber to use, edit, process or incorporate, and/or (ii) modifications which the Subscriber has made in the Software, website, databases, Equipment or other materials or has ordered third parties to make without written permission from Nmbrs BV. If it has been irrevocably established by law that software, websites, databases or other materials developed by Nmbrs BV itself infringe on any Intellectual Property Right belonging to a third party or if, in Nmbrs BV's opinion, there is a serious chance that such infringement shall occur, Nmbrs BV shall, if possible, ensure that the Subscriber can continue to use the delivered, or functionally equivalent other software, websites, databases or other materials concerned undisturbed. Any other or further-reaching obligation by Nmbrs BV to indemnify is excluded.

8.4   The Subscriber warrants the rights of third parties are not incompatible with provision to Nmbrs BV of databases or other materials designed for use, adaptation or installation. The Subscriber indemnifies Nmbrs BV against any claim by a third party based on the allegation that such provision, use, adaptation, installation or incorporation infringes on any right of that third party.

8.5   If the Subscriber uses one or more Nmbrs BV APIs such as are made available by Nmbrs BV through its website, the Subscriber shall be granted a non-transferable, non-exclusive and non-sublicensable right of use for the duration of the Subscription in order to use the API within the organization itself exclusively for internal purposes.

9.   (Other) the Subscriber responsibilities

9.1   To enable Nmbrs BV to execute the Subscription adequately, the Subscriber shall at all times supply Nmbrs BV with the data and information which is needed to enable Nmbrs BV to execute the Agreement adequately including the supplying of information regarding all facts and circumstances that may have an impact on the service and its availability.

9.2   The Subscriber shall bear the risk of the selection, the (proper) use, the proper application and proper management, including control of the configurations, in its organization of Nmbrs®, websites, databases and other products and materials and services to be provided by Nmbrs BV. The Subscriber is responsible for the (control of the) the accuracy of the data processed using a service provided by Nmbrs BV and the way in which the results of the service are deployed. The Subscriber is also responsible for the instruction to users and the use by users, whether or not these users are in a relationship of authority with the Subscriber.

9.3   Nmbrs is not responsible for the purchase, installation, configuration, parameterization, tuning, adjustment and the like and/or proper operation of the infrastructure (such as equipment, [auxiliary] software and operating environment, not being the Infrastructure of Nmbrs BV as referred to in Article 19 paragraph 1) of the Subscriber or third party necessary for the use of the Nmbrs® Subscription, except for those facilities directly used and managed by Nmbrs BV. Nmbrs BV shall never be liable for damages or costs due to transmission errors, failure or non-availability of these facilities, unless the Subscriber proves that these damages or costs result from intent or gross negligence by the Nmbrs BV management.

9.4   The Subscriber must at all times use the most recent version of the standard user manual(s) associated with the service (s) and as made available by Nmbrs BV through its website, and regularly check the website of Nmbrs BV for new versions of the said guide(s).

9.5   The Subscriber shall make an inventory of the risks for his organisation on the basis of information supplied by Nmbrs BV with regard to steps for the prevention or limitation of the consequences of breakdowns, defects in the services, mutilation or loss of data or other incidents, and if necessary take additional measures. Nmbrs BV is prepared to grant reasonable cooperation in taking further precautions at the request of the Subscriber on (financial) conditions to be stated by Nmbrs BV. Nmbrs BV shall never be responsible for the repair of mutilated or lost data.

9.6   The Subscriber shall be responsible and liable to Nmbrs BV for any use by the Subscriber of the Nmbrs Subscription for third parties. The Subscriber shall indemnify Nmbrs BV against third parties for compensation of damage in that respect.

9.7   The Subscriber shall at all times and in all cases act lawfully and with care towards third parties within the framework of the execution of the Subscription. The Subscriber shall honour the intellectual property rights in particular and other rights of third parties at all times, respect the privacy of third parties, shall refrain from unlawful distribution of information, shall refrain from unauthorised access to systems, shall not spread viruses or other damaging software and shall refrain from punishable acts and infringement of any other legal obligation.

9.8   In order to avoid any liability towards third parties or to limit the consequences of this, Nmbrs® is at all times entitled to take measures with regard to an action or omission by or at the risk of the Subscriber. The Subscriber is obliged to remove information (including uploaded images, logos, texts etc.) forthwith at the first written request by Nmbrs BV. Failure to do so entitles Nmbrs BV to opt to remove the data or to render access thereto impossible. Furthermore, Nmbrs® is, in case of breach or threat of breach of article 9.7, entitled to, with immediate effect and without any notice of default, refuse the Subscriber access to the systems of Nmbrs BV and /or the use of a subdomain name, e-mail address and/or system name and is therefore not liable to the Subscriber for damages. The aforementioned specifically leaves any other measures or the execution of other rights of Nmbrs BV towards the Subscriber intact. In that event Nmbrs BV is also entitled to terminate the Agreement with immediate effect, without being liable towards the Subscriber in this connection.

9.9   Nmbrs BV cannot be expected to form a judgment regarding the foundation of the liabilities of third parties or the defence of the Subscriber or to be involved in any way in a dispute between a third party and the Subscriber. The Subscriber shall have to come to an understanding with the third party concerned and inform Nmbrs BV in writing and with well-founded documents.

10. Delivery terms

10.1   All (delivery) periods and (delivery) terms are indicative.

10.2   Nmbrs B. V shall only be in default after prior full and detailed written notice with a reasonable period within which to comply.

11. General execution of services

11.1   Nmbrs BV shall endeavour to execute the services with care to the best of its abilities, where appropriate in accordance with the written agreements and procedures set out with the Subscriber. All the services of Nmbrs BV shall be executed on the basis of an obligation.

11.2   Nmbrs BV shall only perform the services by order of the Subscriber. If Nmbrs BV carries out work in accordance with a request or an authorised order granted by a government body or relating to a legal obligation with regard to the Subscriber's data, its employees or users, all the related costs shall be invoiced to the Subscriber.

11.3   Nmbrs BV is allowed to make alterations to the content or the scope of the services in response to changes in relevant laws and regulations issued by competent authorities. If such alterations result in a change to the procedures that are in force with the Subscriber, Nmbrs BV shall inform the Subscriber of this as soon as possible and the Subscriber shall meet the costs of this alteration.

11.4   Nmbrs BV may continue the execution of the service using a new or amended version of Nmbrs®, where the functionality shall be equivalent or improved compared to the agreed functionality. Nmbrs BV is not obliged to maintain, change or add certain features or functionalities of the service or Nmbrs® specifically for the Subscriber.

11.5   Nmbrs BV may take the service fully or partly out of use temporarily for preventive, corrective and adaptive maintenance. The Subscriber shall cooperate as required by Nmbrs BV, including the temporary suspension of the use of the service by the Subscriber if in the opinion of Nmbrs BV it is necessary. Nmbrs BV shall not prolong this unnecessarily and shall perform this outside working hours as much as possible and, depending on the circumstances, perform this after having informed the Subscriber.

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11.6   The Subscriber guarantees that all materials, data, software, procedures and instructions made available by him to Nmbrs BV in the performance of its services are always correct and complete and that all data and data carriers provided to Nmbrs BV meet the appropriate predetermined specifications and instructions of Nmbrs BV. The Subscriber must have sufficient bandwidth. It is assumed that at all times at minimum, the bandwidth (both download and upload) as indicated on the website of Nmbrs <www.nmbrs.nl> is available for the workstation from which Nmbrs® is used to measure via an independent website such as www.speedtest.nl. However, it is not necessary that every individual workstation have this bandwidth.

11.7   Nmbrs BV is entitled at any time to change the minimum system requirements. In that case, it shall be communicated to the subscriber in advance.

11.8   Nmbrs BV is not obliged to perform data conversion.

11.9   If and to the extent necessary or desirable, if the defects in the results of the service (processing of payroll and staff data) owing to the Subscription are a direct result of software, procedures or actions for which Nmbrs BV, owing to the Subscription, is expressly responsible, shall Nmbrs BV repeat the services in order to repair these imperfections, provided the Subscriber informs Nmbrs BV as soon as possible but no later than one week after receiving the results, in a detailed written report. Only if the defects in service are attributable to Nmbrs BV shall the repetition be executed free of charge; in all other cases Nmbrs BV shall charge the costs of any repetition according to its usual rates. If repair of the defects attributable to Nmbrs BV, in the opinion of Nmbrs BV, is not technically or reasonably possible, Nmbrs BV shall credit the Subscriber for the relevant services owed, without further or otherwise being liable to the Subscriber. The Subscriber has no other rights owing to defects in the service other than those described above.

11.10   Nmbrs BV shall not guarantee that as part of the Subscription the service shall be error-free or function without interruptions. Nmbrs BV shall endeavour to repair defects in the software within a reasonable period of time in accordance with the provisions of these Terms and Conditions. Nmbrs BV cannot guarantee that defects in Software that has not been developed by Nmbrs BV can be remedied.

11.11   Nmbrs BV shall not guarantee that Nmbrs® shall be adapted in time to changes in relevant laws and regulations.

11.12   Nmbrs BV does not guarantee that subdomain and/or system name desired by a Subscriber shall be assigned to the Subscriber.

11.13   Nmbrs BV is not responsible for the content and composition of the subdomain name and/or system name and the use made of the subdomain name and/or system name. The Subscriber guarantees towards Nmbrs BV that it is entitled to use the domain name and that its use is not unlawful towards one or more third parties. The Subscriber indemnifies Nmbrs BV against any claim from a third party in relation to the subdomain name and/or system name.

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12. Dissolution, termination and modification of the agreement

12.1   The Subscription can be cancelled by the Subscriber with a notice period of one (1) month before the end of a calendar month in writing and by Nmbrs BV with due observance of a written notice period of two (2) months at the end of a calendar year. Parties shall never be obliged to pay any compensation for termination.

12.2   Either Party may terminate the Subscription in writing, wholly or in part, with immediate effect and without any notice of default being required if the other Party is granted suspension of payments, whether or not temporary, if bankruptcy is filed for with regard to the other Party or if the business of the other Party is liquidated or terminated other than as part of a reorganisation or merger, or if the decisive control over the business of the Subscriber changes. Nmbrs BV shall never be under an obligation to refund any payments that have already been received or payment of any damage as a result of this termination. In the event of the Subscriber's bankruptcy the right to use the Software and such like provided to the Subscriber shall be cancelled by operation of law.

12.3   The Subscriber has the right to change the agreed subscription form on the first day of a calendar month (up- and downgrade and to a Gold Service Level and vice versa). From the change date, the Subscriber shall owe the compensation related to the changed subscription.

13. Termination and consequences of Subscription termination

13.1   Upon termination of the Subscription and upon payment by the Subscriber of the prevailing rates at Nmbrs BV and at the written request of the Subscriber, Nmbrs BV shall make the data records entered using Nmbrs® or provided by the Subscriber available to the Subscriber, to the extent they are present at that point in the Nmbrs® database. Nmbrs BV shall provide this data in a readable format via a conventional medium to be determined by Nmbrs BV. The Subscriber must submit the request for this to Nmbrs BV within 1 (one) month after termination of the Subscription. The Subscriber shall accept that such data records contain characteristics such as the Subscriber found them at the time of receipt. Furthermore Nmbrs BV held in any way to convert or otherwise make appropriate the posted data for use by the Subscriber.

13.2   If the Subscriber has entered in the standard escrow agreement of Nmbrs BV (hereinafter: Escrow Agreement), the Subscriber has a right to a continuation of the SaaS service as defined in the Escrow Agreement at the applicable rates of Nmbrs BV as shown on the Nmbrs BV website <www.nmbrs.nl>. For the rest, Nmbrs BV shall not be obliged to have a backup centre or other backup facilities.

14. Limitation of liability of Nmbrs BV

14.1   Nmbrs BV's total liability for an attributable failure in the performance of the Subscription or any other reason, specifically including any failure to observe a warranty obligation agreed with the Subscriber, shall be limited to a reimbursement of the direct damage up to a maximum amount equal to the total of the fees (excl. VAT) that were paid for the Subscription in the twelve (12) months prior to the harmful event. The total cumulative liability Nmbrs BV for direct damage shall, however, under no circumstances exceed the amount of €50,000. The term direct damage shall be taken to mean: a) The reasonable costs incurred by the Subscriber for keeping its old system or systems and the related facilities operational out of necessity, because Nmbrs BV has failed to deliver on a binding final date of delivery, less any possible savings caused by the delayed delivery; b) The reasonable costs incurred to determine the cause and the amount of the damage, insofar as this assessment relates to direct damage in the sense of these Terms and Conditions; and c) The reasonable costs incurred to prevent or limit the damage, insofar as the Subscriber proves that these costs have led to prevention or a limitation of the direct damage in the sense of these Terms and Conditions.

14.2   Nmbrs BV's total liability for damage due to death or bodily injury or for property damage shall under no circumstances exceed the amount of € 1,250,000 (one million, two hundred and fifty thousand euros).

14.3   The liability of Nmbrs BV for indirect damages, consequential damages, lost profits, fines or additional assessments, lost savings, loss of goodwill, loss due to business interruption, loss resulting from claims by customers of the Subscribers, damage relating to the use of the Subscriber to Nmbrs BV prescribed materials or software from third parties and damage relating to the use of the Subscriber to Nmbrs BV suppliers prescribed is excluded. Nmbrs BV cannot be held liable in any way for damage resulting from improper use of the service, such as the incorrect application of function separation, inappropriate management of passwords or misuse. Nmbrs BV shall also be excluded from liability due to mutilation, destruction or loss of data or documents.

14.4   Liability for damages arising from/associated with the non-availability of the demo version of Nmbrs® referred to in Article 4.9 by Nmbrs BV via its website is completely excluded.

14.5   The exclusions and restrictions of Nmbrs BV's liability, as described in the previous paragraphs of this article 19 are without prejudice to the other exclusions and restrictions of liability of Nmbrs BV under these Terms and Conditions and the other agreed Specific Provisions of the Subscription.

14.6   The aforementioned exclusions and limitations in Article 14.1 to 14.5 shall apply only if and insofar as the damage is the result of wilful misconduct or gross negligence of the management of Nmbrs BV.

14.7   The liability of Nmbrs BV due to attributable breach of contract occurs only if the Subscriber immediately submits written notice to Nmbrs BV of the breach whereby a reasonable term for correction of the breach is set and Nmbrs BV continues to fail in the fulfilment of its obligations after that term.

14.8   Any claim for damages against Nmbrs BV expire after a period of twenty-four months after the submission of the claim.

15. Force Majeure

15.1 Force majeure shall be taken to mean force majeure of Nmbrs BV's suppliers, governmental measures, electricity failure, Internet failure, computer network or telecommunications facilities failure, work occupation, strike, and the non-availability of one or more employees. If a force majeure situation exceeds thirty (30) days, each party shall have the right to terminate the Subscription in writing. Which has already been performed pursuant to the Subscription is charged proportionately in that case, without the parties owing each other anything. Performances already delivered under the Subscription shall, in that case, be settled proportionately, without Parties owing each other in all other respects.

16. Amendments and additional work

16.1   If Nmbrs BV has carried out performances at the request or upon prior agreement of the Subscriber that are outside the content or the scope of the agreed work and/or performances, this work or these performances shall be paid for in accordance with Nmbrs BV's usual rates. Nmbrs BV is never obliged to accede to such a request and may require that a separate written agreement be concluded for this.

17. Transfer of rights and obligations

17.1   The Subscriber shall not be entitled to sell and/or transfer the rights and/or obligations under the Subscription to a third party.

17.2   Nmbrs BV is entitled to transfer its rights to payment of fees to a third party.

18. Applicable law and disputes

18.1   The Agreements between Nmbrs BV and the Subscriber are governed by Dutch law. The Vienna Sales Convention of 1980 does not apply.

18.2   Given the fact that the General Terms and Agreement have been drawn up in more than one language; in case of any dispute regarding the interpretation of the General Terms and / or the Agreement, the Dutch version of the General Terms and Agreement will prevail.

18.3   Disputes which may arise between Nmbrs BV and the Subscriber originating from an Agreement between Nmbrs BV and the Subscriber or as a result of further agreements resulting therefrom shall be settled by arbitration in accordance with the Arbitration Rules of the 'Stichting Geschillenoplossing Automatisering', having its registered office in The Hague, without prejudice to the right of each party to seek remedy in interlocutory arbitration proceedings and without prejudice to the right of either party to take precautionary legal measures (see www.sgoa.org).

18.4   Before referring an arbitration case under Article 18.2, wither party shall initiate an ICT mediation in accordance with the to the ICT Mediation Regulations of the '"Stichting Geschillenoplossing Automatisering' in The Hague. ICT-mediation in accordance with these regulations is aimed at mediation by one or more mediators. The counter party commits to actively participating in the proceedings of ICT mediation, as part of such a legally enforceable obligation in any event is attending at least one joint meeting between the mediators and the parties in order to give this extrajudicial form of dispute resolution a chance. Either of the parties is free at any time after an initial discussion between the mediators and the parties to terminate the proceedings of ICT mediation. The provisions of this subsection do not prevent a party who considers it necessary, from asking for a quick decision in (arbitration) proceedings or from taking precautionary legal measures (see www.sgoa.org and www.sgoa.eu).

Basic Services Level

19. Basic Services Level

In addition to the provisions of Article 1 to 18, provisions for providing service and support shall apply hereinafter in Articles 19 to 23.

19.1   Definitions:

Scheduled Maintenance: Possibly from 6 pm to 6 am at most four (4) times a month from 6 am to 6 pm.

Infrastructure: The hardware, data communications facilities and systems software used by Nmbrs BV and under its responsibility.

Notification: A notification made by the Contract Owner to the Service Desk during Service Hours of a failure, question or wish in accordance with these Conditions.

Notification categories: Notification Category 10, 15, 20, 30 and/or 40.

Notification Category 10: Due to a Failure on the part of Nmbrs BV, Nmbrs® is no longer available, or only available to the Subscriber to a very limited extent.

Notification Category 15: A Failure that causes a serious application error and endangers the progress of an essential processing period for all of the Subscriber's companies. Whether or not through any modification or program redirection the Subscriber can still work with a large part of Nmbrs® with limited nuisance.

Notification Category 20: A Failure that causes a serious application error and endangers the progress of an essential processing period for one or more of the Subscriber's companies. Whether or not through any modification or program redirection the Subscriber can still work with a large part of Nmbrs® with limited nuisance.

Notification Category 30: A non-substantial Failure in Nmbrs® with limited impact on the Subscriber for which no immediate response from Nmbrs BV is required.

Notification Category 40: All questions and requests for information on the use or implementation of Nmbrs®. The Subscriber may be obliged to pay Nmbrs BV a separate fee for handling messages from this category. Nmbrs BV shall notify the Subscriber of this in a timely manner prior to handling such messages.

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Necessary Additional Maintenance: Maintenance of Nmbrs® during Service Window for which no delay is possible (e.g. security risks).

Support: The provision of general assistance on Nmbrs® during Service Hours (and for Category 10, also during the Special Service Hours) by the Nmbrs BV service desk (hereinafter: Service Desk) on the phone or via the online helpdesk, including explanation of the standard user documentation, help in the proper running of Nmbrs® and verification and analysis by the Subscriber of correctness of imported or processed data. Support expressly does not include: explaining the Subscriber's common or preferred method of accounting, internal accounting rules, the full explanation of the operation of functions when no training is followed, providing implementation services at the start of the use of Nmbrs®, providing project management or creating process definitions for the establishment or implementation of the Subscriber.

Response Time: The time that elapses between the reading of a notification and the time within which Nmbrs BV begins the Support, as confirmed in an oral or written notice to the Subscriber.

Service Hours: Nmbrs BV's usual office hours (8:30 am - 5:00 pm CET) Monday to Friday, excluding official Dutch holidays. For sites outside the Netherlands, different times may apply.

Nmbrs® Service Window: Daily from 6:00 am to 12:00 am.

Failure: A reproducible problem whereby the services related to Nmbrs® are not available, not completely available or only available to the Subscriber to a limited extent.

20. Availability

20.1   Nmbrs BV makes every effort in order to achieve an availability of Nmbrs® during Service Hours of 99.6% on average per month. Availability is defined as the ability to log into the site/portal of Nmbrs.nl (measured on the Nmbrs BV server) on the agreed Nmbrs® Module(s) and showing the homepage of the Nmbrs® Module(s). The achieved availability is calculated as follows: Uptime is the time Nmbrs® is available. Downtime is the time that the Nmbrs® is not available. Scheduled maintenance, necessary additional maintenance as well as circumstances outside the control of Nmbrs BV, do not count as Downtime and are is not counted in determining the Uptime percentage. The achieved availability is Uptime/(Uptime+Downtime).

20.2   The availability of Nmbrs® is measured every 3 (three) minutes from at least six (6) locations worldwide. The constantly most recent current value of the availability can be obtained via the login screen of the Nmbrs.nl site. The figures reflect the minimum availability for the cumulative values of all measurement locations worldwide. Barring evidence to the contrary, the availability and service measured by Nmbrs BV shall be considered as conclusive evidence.

20.3   Nmbrs BV shall endeavour to maintain the speed of data traffic to and from Nmbrs® at a level that the Subscriber can acceptably use during Service Hours. Here, the following measurement is used as an

objective measuring assessment: using a computer of average useful lifespan and with an Internet connection of average speed, the manual opening or saving a document with two lines in an environment with an average size such that in two of the three cases this is done within 1.5 (one and a half) seconds, whereby in the third case the duration may not be longer than 2 (two) seconds. The Subscriber must notify and prove that this is not the case.

20.4   Nmbrs BV shall endeavour to notify the Subscriber of Planned Maintenance at least 2 (two) days before the proposed work by notification on the website (support.nmbrs.nl), via twitter@nmbrs and /or via e-mail.

20.5   Notwithstanding the provisions of Article 20, Nmbrs BV is not responsible or liable for (the consequences of) Failures arising from/associated with:

- The use of Nmbrs® in violation of the applicable conditions or contrary to the instructions in the corresponding user documentation or otherwise improper use/misuse of Nmbrs®, including any errors in the input of data or the data itself;

- Changes or errors, defects or deficiencies in equipment or other software than the Infrastructure, including misconfiguration of equipment and Infrastructure of the Subscriber as well as failure in the telecommunications infrastructure of the Subscriber or of third party or third party power infrastructure - outside the Infrastructure longer - lasting more than 4 hours;

- The non-availability of Nmbrs® (during working hours) at the request of the Subscriber;

- If Nmbrs BV, in identifying or isolating the problem or failure requires assistance from the Subscriber that the Subscriber cannot give;

- Other causes which are not attributable to Nmbrs BV.

20.6   If part of the Scheduled Maintenance is updated on a weekly basis. During this weekly update, certain functions such as processing a payroll run are not available. Nmbrs BV shall endeavour to ensure that this non-availability not last longer than one (1) hour.

21. Response times

21.1   The following Response Times apply: Category 10: 2 (two) hours during Special Service Hours, Category 15: 5 (five) hours during Special Service Hours, Category 20: 5 (five) hours during Service Hours, Category 30: 8 (eight) hours during Service Hours and Category 40: 2 (two) working days during Service Hours.

21.2   Support is provided from an Nmbrs BV branch. If the Subscriber wishes on-site assistance, a separate appointment can be made by mutual agreement at the then current fee for the Subscriber.

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21.3   the Subscriber shall nominate one (1) Contract Owner. At the start of the Subscription, the Parties shall discuss in mutual consultation which of the Subscriber's employees qualify as Contract Owner. Having multiple Contract Owners is only possible upon written approval of Nmbrs BV.

21.4   The Notification Category shall be determined by Nmbrs BV based on the information from the Subscriber supplemented with any of its findings.

22. Notification process

22.1   Notifications of Category 15, 20, 30 and 40 are reported to the Service Desk by telephone and/or email.

22.2   Notification of Category 10 must be reported as soon as possible by phone and e-mail as shown on the website of Nmbrs BV <www.nmbrs.nl>. Nmbrs BV is automatically informed of a Category 10 Notification.

22.3   Notifications can be made 24 hours a day. A Notification contains the following information at least:
   A.   The Subscriber number;
   B.   Name of the Contract Owner making the notification;
   C.   A detailed description of the Failure.

22.4   An update is given for Category 10 Notifications during Service Hours hourly.

22.5   Before consulting the Service Desk, the Subscriber must first consult the Frequently Asked Questions (FAQ). This feature is available from the desktop on the website of Nmbrs BV <www.nmbrs.nl>.

22.6   Nmbrs BV is not liable for any incorrect, incomplete, delayed sending and/or receipt of a Notification sent or made by the Subscriber, whether or not this was caused by not (fully) functioning of third-party telecommunications services and equipment and/or of the Subscriber.

23. Back-up and Physical Security

23.1   Nmbrs BV uses the following backup procedure: Nmbrs BV makes an interim copy of the database server (the Backup) every day that is stored fourteen (14) days, (b) once a week, a Backup of four (4) weeks is stored, (c) every last day of the month a Backup of one (1) year is stored and (d) an annual Backup is stored on 1 January of 7 years, or shorter if the Subscription ends earlier.

23.2   A Backup is compressed and encrypted as per the current state of technology. The Backups are stored in externally located data centre determined by Nmbrs BV and located in the Netherlands.

23.3 the Subscriber may request to restore a Backup, on payment of the appropriate rate applicable at Nmbrs BV. An appointment must be made separately for this service. Nmbrs BV shall endeavour to accomplish this restoration within one business day at the then current applicable rate.

23.4 The servers used by Nmbrs BV are located in a (heavily) secured environment. The location where the equipment is located is equipped with a physical access protection of the property, redundant power and cooling infrastructure, protection against unauthorized access, 24/7 hardware support, fire protection, stable power supply, Internet access and firewall protection.

23.5 The data traffic to or from Nmbrs® is monitored 24 hours a day from a central control room where Nmbrs BV endeavours to respond within 30 minutes in any way to unauthorized attempts to access Nmbrs® by third parties, to irregular traffic that cannot be used by Nmbrs®, to threatening to data traffic or other attempts to undermine the proper functioning of Nmbrs®. In such cases Nmbrs BV is entitled to block the Subscriber's access to Nmbrs®.

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Gold Service Level

24. Gold Service Level Special Provisions

The provisions set out in Article 24, in addition to the provisions of Article 1 to 23, shall apply if the Parties have agreed a Gold Service Level. If these General Provisions (or any part of them) are contrary or inconsistent with the provisions of the Gold Service Level Gold Special Provisions, the provisions in these Special Provisions shall prevail.

24.1   Definitions

Support: The provisions under "Support" in Article 19.1, and as regards Category 10, ARE equally applicable to Notification Category 15.
Resolution Time: Is the time that elapses from the Response Time until the Failure is resolved or a workaround has been provided.

24.2   Resolution Time Notification Category 10, 15 and 20
- For Category 10: 4 (four) hours during the Service Hours and 24 (twenty-four) hours during Special Service Hours.
- For Category 15: 1 (one) working day during Special Service Hours.
- For Category 20: 10 (ten) working days during Service Hours.

24.3   Nmbrs BV may when the occasion arises delay the repair of the defects until a new version of the software is put into service. Nmbrs BV is entitled apply temporary solutions, program bypasses or problem-avoiding restrictions in the software.

24.4   If, in deviation to the provisions of Article 14.1, the liability for damages resulting from/associated with not meeting the Resolution Times referred to in Article 24.3 shall be limited to direct damages up to an amount equal to the total of the fees (exclusive of VAT) paid for the Subscription in the month prior to the harmful event. Unlike the aforementioned right to compensation for damages, the Subscriber cannot claim any or further rights against Nmbrs BV in connection with the failure to meet the Resolution Times, including but not limited to suspension and dissolution.

25. Reporting

25.1   The Subscriber can monitor how Nmbrs BV is following up on the Notification through the support function of Nmbrs® via the website http://support.nmbrs.nl / 24/7 and in real time. This procedure applies to Notifications from Categories 15, 20, 30 and 40. In addition, a report shall be made available on the number of Category 10 Notifications 4 times a year.

26. Availability

26.1   In the event that Nmbrs BV changes the minimum system requirements, they shall inform the Subscriber at least three (3) months in advance.