

ParentCom is a trade name of Concapps B.V.

CONCAPPS LICENSE AND MAINTENANCE CONDITIONS

1. Definitions

Use is made in these Concapps Conditions and the Concapps Agreement of the definitions below.

"Apps": the mobile applications made by the Supplier on the instructions of the client and which can be managed by the Web Application.

"CLIENT": the person acting in an occupational or professional capacity who has completed the Registration and/or has concluded an Agreement with the Supplier.

"Documentation": the hardcopy and/or electronic documentation accompanying the App and the Web Application.

"Concapps Services": the total of services provided by the Supplier, as further described in the Concapps Agreement.

"Concapps Agreement": the agreement between the Supplier and the Client regarding the Concapps Services.

"Concapps Conditions": these Concapps license and maintenance conditions.

"User": the Client and/or an Employee of the Client.

"Supplier": Concapps B.V., also operating under the name 'ParentCom, Business Apps or any other trade name.

"Log-in Procedure": the procedure as prescribed by the Supplier which must be adhered to by the Client in order to gain access to the Web Application and/or the Website.

"Log-in Data": code(s) intended exclusively for the User, which can be used to gain access to the Web Application and the Website.

"Employee": an employee of the Client or the Supplier, or a person who is authorised to perform work on behalf of and/or under the responsibility of the Client or the Supplier.

"Error": all shortcomings of the App or Web Application that hinder the functionality thereof as described in the accompanying Documentation. The absence of any functionality in a new version of the Web Application, which was present in an earlier version, is not regarded as an Error.

"Providers": suppliers of mobile application platforms on which the App can be made available to end users.

"Registration": the completion via the Website of a form in which particulars of a future Client are recorded.

"System Requirements": the minimum requirements made of the hardware and software of the Client to ensure proper use of the Concapps Services.

"Confidential Information": confidential information regarding the Client or the Supplier, including (a) information that is explicitly qualified as "confidential", (b) information that is not in the public domain, (c) information that is not made publicly available by the party to which the information relates and/or from whom the information originates, and (d) information of which the confidential nature may be assumed.

"Web Application": the software as described in the Concapps Agreement, accessible via the URL: cms.concapps.nl, through which the Supplier by means of the Concapps Services grants the Client access for use in accordance with the provisions of the Concapps Agreement.

"Website": the website of the Supplier, accessible via the URL: www.parentcom.com or www.concapps.nl, to which Users gain access by means of Log-in Data;

"Working days": Mondays up to and including Fridays, with the exception of official public holidays in the Netherlands.

2. Applicability of Concapps Conditions

- 2.1 These Concapps Conditions apply to the Concapps Agreement, including all supplementary orders, negotiations, offers and other agreements with the Supplier, unless the parties explicitly agree otherwise in writing.
- 2.2 The Supplier explicitly excludes the applicability of supplementary or other (general) conditions, unless the Supplier and the Client have agreed otherwise in writing.
- 2.3 If these Concapps Conditions are contrary to the (general) conditions of the Client as declared applicable by the Supplier and/or the Client to the Concapps Agreement or any other agreement, the provisions of the Concapps Agreement will prevail.
- 2.4 The Supplier reserves the right to unilaterally change the Concapps Conditions. The Supplier will inform the Client of any intended changes at least 15 days before these come into effect. The Client will be informed via the Website, Web Application and the App. The Client will accept the changes in the manner prescribed by the Supplier. If the Client does not agree to the intended changes, it can terminate the Concapps Agreement effective on the date on which the changes come into effect.

3. Offer and agreement

- 3.1 All offers and quotes regarding the Concapps Services are made free of obligation and are revocable.
- 3.2 The offer will explicitly state whether a limited term of validity or specific conditions apply.

- 3.3 The offer provides a full and accurate description of the App and Concapps Services offered by the Supplier. The description is sufficiently detailed to enable an adequate assessment of the offer by the Client. The Supplier is not bound by apparent mistakes or errors in the offer.
- 3.4 The Client can also place an order directly via the Website. The Concapps Agreement is first concluded when the Supplier sends the order confirmation to the Client or the Concapps Agreement has been signed by both parties.
- 3.5 The Supplier reserves the right in the case referred to in Paragraph 4 of this article to refuse, without stating reasons, an order placed by the Client as a result of which no agreement is concluded with the Client.
- 3.6 The Supplier and the Client are bound by the content of the order or request by the Client as received by the Supplier. Entry errors or other mistakes made by the Client in the request or order are for the risk and account of the Client.
- 3.7 The Concapps Agreement is entered into for a period of one (1) year, unless the parties explicitly agree otherwise.
- 3.8 On expiry of the term referred to in Paragraph 7 of this article, the Concapps Agreement is tacitly renewed for consecutive periods of one (1) calendar year, unless either party, in writing or via the Web Application, terminates the Concapps Agreement at least three (3) months before the end of the current period.

4. Approval of App

- 4.1 The Supplier will make all reasonable efforts to have the App of the Client approved by the relevant Providers. Although approval is likely, the Supplier cannot guarantee that the Providers will approve the App. It is noted for the record that the Client has concluded an own development agreement with the relevant Provider and accepts the risk that an App can be rejected.
- 4.2 If the App of the Client is rejected, the Client may terminate the agreement with immediate effect. Concapps accepts no liability for any losses incurred by the Client as a result of this termination.

5. Access to the Website and Web Application via Log-in Procedure

- 5.1 The Client can acquire further information and support from the Website and the Web Application. The Website and the Web Application provide general information to support the use of products of the Supplier. The possibility is also provided to directly contact the Employees of the Supplier by electronic means.
- 5.2 The Supplier will via the Log-in Procedure provide the Client with access to the Website and the Web Application.
- 5.3 The Client will comply with the Log-in Procedure.
- 5.4 The Supplier is entitled to make changes to the Log-in Procedure as it deems appropriate. The Supplier will provide the Client with timely notification of any such changes.
- 5.5 The Client will handle the Log-in Data with due care and accepts responsibility for such. The Log-in Data is strictly personal, non-transferable and may be used exclusively by the Client and its Employees. The Client and its Employees will seek to ensure the full confidentiality of the Log-in Data with regard to third parties. The Client uses the Log-in Data exclusively for its own risk and account. The Supplier accepts no liability in that respect.

6. Availability

- 6.1 The Supplier strives to ensure optimal availability of and access to the Web Application and App.
- 6.2 The Supplier is entitled without prior notification to (temporarily) block or limit access to the Web Application and the Website insofar as such is necessary for (preventive) maintenance or to make changes or improvements to one or more Concapps Services, without such giving the Client any right to demand compensation from the Supplier. The Supplier will strive to limit the effects thereof to a minimum and inform the Client in advance if possible.
- 6.3 The Client acknowledges and accepts that the App, Web Application and the Website can never be perfect or 100% free of errors and that not all Errors will or can be corrected.

7. Right of use to the Web Application and the App

- 7.1 The Supplier hereby grants the Client a non-exclusive and non-transferable right to use the App and Web Application for its intended purpose during the term of the Concapps Agreement, which use will be limited exclusively to the business operations of the Client. The right of use also entails the rights to use the Documentation accompanying the App and Web Application.
- 7.2 The right of use commences at the time of conclusion of the Concapps Agreement.
- 7.3 The Client will exclusively use the App, Web Application and the Website in accordance with the provisions of these Concapps Conditions and any other user instructions (to be) given by the Supplier.
- 7.4 Without prejudice to the remaining provisions of these Concapps Conditions, the Client may not permit use of the App, Web Application or the Website by any other legal entity or person than the Client and its Employees.
- 7.5 The Supplier is entitled to make any modifications that it deems appropriate to the App or the Web Application. The Supplier will provide the Client with timely notification of the processing of updates and/or upgrades insofar as relevant to the use of the Web Application, such to be determined at the discretion of the Supplier.

8. Data

- 8.1 The data entered by the Client via the Web Application is stored in a database managed by a third party engaged by the Supplier.

- 8.2 The Client at all times retains ownership of the data that it has entered.
- 8.3 Following termination of the agreement, the data entered by the Supplier via the Web Application is saved for a maximum of 60 days. The Supplier is entitled after this period to permanently remove the data without prior notification to the Client. No copy of the data can thus be provided after this date.

9. Obligations of the Supplier

- 9.1 The Supplier will make regular backups, with a maximum of once every 4 hours, of the data entered by the Client via the Web Application. The backups are made solely for internal security considerations at the Supplier to ensure recovery in case of disasters such as a power cut or fire. These backups are not made available to the Client.
- 9.2 The Supplier will protect the data made available by the Client via the Web Application as best as possible against loss, theft, unauthorised access and change by non-Users.

10. Obligations of and cooperation by the Client

- 10.1 The Client will comply with all obligations under the Concapps Agreement.
- 10.2 If the Client fails to fulfil its obligations under this Concapps Conditions, the Supplier is entitled, without prior notification, to block or limit access to the Web Application and/or App by the Client.
- 10.3 The Client is responsible for the proper functioning of its hardware and software, configuration, peripheral equipment and Internet connection as required for the use of the Concapps Services.
- 10.4 The Client ensures that the hardware and software used for the Concapps Services meet the System Requirements. The Client will take all necessary measures to protect its equipment, software and telecommunication/Internet connections against viruses, computer crime and unauthorised use by third parties.
- 10.5 The Client will provide the Supplier with all information and cooperation, including correct and up-to-date name and address particulars, as required by the Supplier for the maintenance of the Concapps Services.
- 10.6 The Client will in using the Concapps Services cause no nuisance or damage whatsoever to (customers of) the Supplier, such to be determined at the discretion of the Supplier.
- 10.7 The Client is not permitted to use the Concapps Services contrary to the law or the Concapps Conditions.
- 10.8 The Client is responsible for the content and correctness of the data that it places with the Supplier via the Web Application.

11 Support

- 11.1 The Client is entitled to support during the term of the Concapps Agreement.
- 11.2 Support comprises the right to consult Documentation. Questions can be submitted 24 hours a day via the Website. Support concerns the functionality of the Concapps Services in case of appropriate use by the User.
- 11.3 Support does not comprise
 - a. services regarding system configurations, hardware and networks;
 - b. structural work such as the entry of content items and lesson timetables;
 - c. on-site support;
 - d. expanding the functionality of the Web Application or App at the request of the Client;
 - e. converting files;
 - f. services regarding external databases of producers other than the Supplier;
 - g. installation, configuration, training or other services not explicitly described in the Concapps Agreement;
 - h. support for (operating) software of producers other than the Supplier;
 - i. providing newly available products;
 - j. support for the Internet connection;
 - k. support in an environment that according to the System Requirements is not supported
- 11.4 Support may be requested exclusively by a Client.
- 11.5 Before contacting the Supplier with a request for support, the Client will first consult the applicable Documentation and/or submit questions via the Website.
- 11.6 The Supplier is entitled as required for the provision of support to consult the data of the Client, as referred to in Article 8.
- 11.7 If the Supplier, on the instructions of the Client, performs work as referred to in Paragraph 3 items a through k of this article, the Supplier is entitled to charge the Client the costs thereof at its customary rates.

12. Price and payment

- 12.1 All prices and other rates applied by Supplier are quoted exclusive of VAT and any other government levies that are at the expense of the Client.
- 12.2 The Supplier reserves the right to change its prices and other rates. Timely notice of price changes will be made via the Website or in another manner. The Client accepts all price changes that do not exceed the CBS Consumer price index figure (series: all households 2005 = 100). In case of price changes that exceed the aforementioned price index figure, the Client may, in deviation of the provisions of Article 3.8, terminate the Concapps Agreement in writing or via the Web Application effective on the first day of the month following the notice of price change.
- 12.3 If the Client does not terminate the Concapps Agreement within one month of the notice of price change, the Client is deemed to have accepted the price increase.
- 12.4 Payment will take place against invoices sent by Supplier, unless another payment method is agreed or an authorisation for direct debit is granted.

- 12.5 The Client will pay the amounts due within 30 days of the invoice date, unless another term has been agreed.
- 12.6 Payment will take place exclusively by means of direct debit, for which the Client will grant an authorisation, unless explicitly agreed otherwise. Collection will take place monthly unless explicitly agreed otherwise in writing. The Client owes payment irrespective of whether or not it uses the services of the Web Application.
- 12.7 If the Client without good reason withdraws its authorisation for direct debit as referred to in Paragraph 4 of this article, or if the direct debit cannot be carried out for any other reason not attributable to the Supplier, the Supplier is entitled without further notification to immediately limit the functionality of the Web Application. The Supplier will if the direct debit cannot be carried out successfully inform the Client thereof together with the request to transfer the amount due. If (timely) payment is not made, the Supplier is entitled without further notification to immediately block access to the Web Application. The Client will continue to owe the Supplier the agreed amount during the period that access to the Web Application is blocked and is not entitled to suspend its obligations during that period.
- 12.8 Access to the Web Application that has been blocked in accordance with Paragraph 5 of this article can, at the request of the Client, be reactivated within two (2) months against payment of all outstanding amounts, plus interest due and an extra reactivation charge.
- 12.9 All payments by the Client will in the first place be settled against the interest and costs owing. Only thereafter will payment be used to settle the oldest outstanding and claimable invoice, even if the Client states that the payment relates to a later invoice.
- 12.10 The Client will never be entitled to set off its payment obligations to the Supplier against a claim of the Client on the Supplier, under any heading whatsoever, unless the Supplier has given its explicit written permission for such.
- 12.11 The Supplier is entitled at all times to demand advance payment, cash payment, or security for payment from the Client.
- 12.12 The Client will have a bank account with a bank registered with the Netherlands Bankers' Association or, if the Client has its registered office and operations outside the Netherlands, a bank recognised by the relevant authority of that country.
- 12.13 The Client will immediately inform the Supplier in writing or via the Web Application of any change to its address and/or payment particulars.
- 12.14 All payment dates set by the Supplier are regarded as firm dates. The Client is in case of late payment regarded as being in default without any notice being required. The Client will owe statutory interest from the date on which payment was due.
- 12.15 If the Client does not pay (on time), extrajudicial collection costs will also be due. These costs will be calculated using the scale in Recommendation II of the 'Voorwerk II' report. The Supplier reserves the right to charge the Client for the costs actually incurred, including any court and legal costs (e.g., attorney fees), if these costs exceed the amount determined on the basis of Recommendation II of the 'Voorwerk II' report.

13. Delivery

- 13.1 All periods and (delivery) dates set by the Supplier are recommended and not regarded as firm dates. These periods and dates will be determined in reasonableness and observed as best as possible.
- 13.2 The Supplier will consult with the Client as soon as it learns of circumstances that may hinder timely delivery. The Supplier is at all times entitled to make part deliveries.
- 13.3 The sole failure to meet a stated or agreed term or date (of delivery) does not constitute default on the part of the Supplier.
- 13.4 The Supplier will determine the manner of digital delivery including the file (format) of an App.
- 13.5 The Supplier is entitled to suspend the fulfilment of its obligations to the Client for as long as the Client has not fulfilled its (payment) obligations pursuant to any current legal relationship with the Supplier.
- 13.6 If the Client downloads an App online, the risk passes as soon as the Client commences the downloading of the data file of which the App is part.

14. Force majeure

- 14.1 Force majeure is understood as any failure that cannot be attributed to the Supplier as it bears no fault or risk for such failure pursuant to law, legal act or custom. Force majeure includes but is not exclusively limited to: military action, government intervention, weather conditions, fallout or interruptions in telecommunication and Internet connections, delay or default in the fulfilment of obligations by suppliers of the Supplier, transport problems and strikes.
- 14.2 The Supplier is entitled in case of force majeure to suspend the performance of the Agreement for the duration of the force majeure. The Supplier will inform the Client hereof by email and, if possible, indicate a new delivery date.
- 14.3 If the Supplier has on the commencement of force majeure already fulfilled part of its obligations, or it can as a result of the force majeure only fulfil part of its obligations, it is entitled to separately invoice the delivered part of the performance, whereby the Client is obliged to settle this invoice as if it were a separate agreement.
- 14.4 As soon as it becomes clear that the situation of force majeure will last longer than six weeks, the Client is entitled, without being liable for compensation, to terminate the Concapps Agreement, without prejudice to the provisions of Article 6:68 Dutch Civil Code.

15. Intellectual property rights

- 15.1 All copyrights, patent rights, trade names, brand names, other intellectual and industrial property rights, as well as all comparable information protection rights regarding the App, the Web Application, the

- Website and Documentation are the exclusive property of the Supplier or its licensor(s). No provision of the Concapps Agreement or the Concapps Conditions can be interpreted as leading to a full or partial transfer or those rights to the Client.
- 15.2 The Client is not permitted to change, remove or make illegible any reference to the intellectual property rights of the Supplier on or in the Web Application, the Website or the Documentation. The Client is not permitted to use or register in any country whatsoever any brand or design or any domain name of the Supplier or a corresponding name or sign.
- 15.3 If in the opinion of the Supplier there is a risk that use by the Client of the App or Web Application must be ceased owing to a third-party claim that such use infringes upon the (intellectual property) rights of a third party, the Supplier is entitled at its own election:
- (I) to acquire the rights for the Client to continue to use the App and the Web Application in the manner as determined in these Concapps Conditions; and/or
 - (II) to replace the App and the Web Application or to modify them in such a way that they no longer breach third-party rights, on condition that the functionality thereof remains fundamentally unchanged; or
 - (III) if the aforementioned options (I) and (II) are in the exclusive opinion of the Supplier not reasonably feasible, to terminate the Concapps Agreement.
- 15.4 The Client acknowledges and accepts that the full and exclusive liability of the Supplier for the breach of patents, copyrights, brands or other intellectual property rights is determined by the provisions of Articles 15 and 16.
- 15.5 The Supplier is entitled to take and maintain technical measures to protect the (intellectual property rights to the) App, Web Application, the Website and the Documentation, also taking into account the agreed limitations in the use of the Web Application or the Website. The Client is not permitted to circumvent or remove such technical measures.
- 15.6 The Client recognises and accepts the full and exclusive liability for all text, data, images, photos and videos as presented by the Client via the Web Application in the App, website, or Web Application.
- 16. Liability**
- 16.1 Barring statutory provisions that exclude the limitation of liability of the Supplier for losses resulting from intent or gross negligence, the Supplier is exclusively liable for any losses as described in the following paragraphs of this article.
- 16.2 Without prejudice to the provisions of Article 15, the Supplier accepts no liability to the Client for any claim regarding:
- (I) the use of the App, the Web Application or the Website in combination with data, equipment or software not provided by the Supplier, whereby the App, the Web Application or the Website in itself do not constitute any breach or otherwise form the subject of the claim;
 - (II) the incorrect use of the App, the Web Application or the Website or use in a manner not described in the Documentation;
 - (III) a change to the App, the Web Application or the Website made by a legal entity or person other than the Supplier; or
 - (IV) the adherence by the Supplier to the explicit instructions of the Client.
- The Client indemnifies the Supplier against all claims as described above in items (I) through (IV) of this article.
- 16.3 In case of physical injury, whether or not resulting in death, the liability of the Supplier is in each case limited to an amount of EUR 50,000 per loss event. In case of property damage, the liability of the Supplier is in each case limited to EUR 5,000 per loss event. In both cases, a series of related events are regarded as a single event.
- 16.4 The Supplier accepts no liability for indirect losses including but not limited to: loss of profit, lost savings, loss of goodwill, loss due to stagnation in operations, loss resulting from claims by customers of the Client, damage to or loss of data, loss relating to the use by the Supplier of goods, materials or third-party software prescribed by the Client, loss relating to the engagement by the Supplier of suppliers prescribed by the Client, consequential damage, irrespective of the nature of the action (breach of contract, tort or otherwise), even if the Supplier has been notified of the risk of the damage.
- 16.5 The Supplier accepts no liability for any losses of any nature whatsoever incurred by the Client owing to the temporary lack of proper functionality of the App, the Web Application or the Website.
- 16.6 The Supplier accepts no liability for any losses of any nature resulting from the (non-)functionality of software of the Client or third parties, or equipment of the Client, Supplier, Providers or third parties, or of Internet connections of the Client, Supplier, Providers or third parties.
- 16.7 The Supplier accepts no liability for any losses resulting from the incorrect, incomplete or non-timely sending or receipt of data placed via Web Application in the App.
- 16.8 The Supplier accepts no liability for damaged or corrupted data of the Client and has no data recovery obligation.
- 16.9 Insofar as the Supplier has no claim to the exclusion/limitation of liability as described in this article, its liability is at all times limited per case to 50% of the total amounts invoiced to the Client in the six (6) months prior to the loss event, less any crediting by the Supplier to the Client in that period. Insofar as the Supplier also has no claim to the limitation referred to in Paragraph 7 of this article, the liability of the Supplier will in any event not exceed EUR 10,000.
- 16.10 The Client acknowledges and accepts that the fee for the Concapps Services has been established with due consideration for the provisions of this article.
- 16.11 The Client Indemnifies the Supplier against all third-party claims ensuing from or relating to the Concapps Agreement or the Concapps Conditions, unless the Client, with due consideration for the

provisions of this article, can invoke these claims against the Supplier on the assumption that the Client has itself incurred the losses.

- 16.12 The Supplier can only be held liable on grounds of attributable failure in the performance of an agreement with the Client after the Client has provided the Supplier with an immediate and adequate notice of default, giving a reasonable term for correction of the failure, and the Supplier also after that term continues to default in the performance of its obligations. The notice of default must provide a complete and detailed description of the default, so that the Supplier is given an opportunity to provide an adequate response.
- 16.13 Any right to damages will in any event lapse if the Client has failed to take measures to (I) limit the loss immediately after it has arisen; (II) prevent the occurrence of (other or additional) loss; or (III) if the Client fails to inform the Supplier as soon as is reasonably possible of the loss, accompanied by all relevant information.
- 16.14 Any claim to damages against the Supplier will be time barred after 24 months.

17. Privacy

- 17.1 Insofar as the Client uses the App or Web Application to process personal data, the Client is the responsible party in the sense of the Personal Data Protection Act (*Wet bescherming persoonsgegevens*). The Client guarantees the lawful processing of the personal data.
- 17.2 The Client indemnifies the Supplier against all third-party claims regarding the Concapps Agreement between the Supplier and the Client and/or data processed by the Client within the framework of the Concapps Agreement brought against the Supplier on grounds of any breach of the Personal Data Protection Act and/or other applicable legislation, which cannot be attributed to the Supplier.
- 17.3 The Supplier may outsource parts of the personal data processing to a third party with due observance of the provisions of Article 17.1, whereby the Supplier remains responsible for compliance with the Concapps Agreement. The Supplier will ensure that the third party respects the confidentiality of the personal data as well as the necessary instructions and security measures as stipulated in the Concapps Agreement and these Concapps Conditions.
- 17.4 The Supplier is entitled to collect generated or entered data of end users of the App or Web Application, whereby the Supplier and the Client will observe compliance with the Personal Data Protection Act.

18. Confidentiality

- 18.1 Neither party will disclose Confidential Information of the other party or use such for any other purpose than for which the Confidential Information was acquired.
- 18.2 Both parties will take all reasonable precautionary measures in order to fulfil their duty of confidentiality. The provisions of this article do not impose any restrictions on the receiving party with regard to information or data - whether or not identical or comparable to the information contained in the Confidential Information - if such information or data:
- a. was already rightfully possessed by the receiving party before being acquired from the other party;
 - b. has been developed independently by the receiving party without the use of information or data of the other party;
 - c. is publicly known or generally accessible by means other than an act or negligence on the part of the receiving party; or
 - d. has been provided by a third party to the receiving party, without involving any breach of confidentiality to the other party.
- 18.3 The duty of confidentiality pursuant to this article does not apply insofar as Confidential Information of the other party must be made public by force of law, a court order or decision by a government body, on condition that the party subject to the duty of disclosure makes every reasonable effort to limit the scale of the disclosure and informs the other party in advance thereof.
- 18.4 The parties will impose the duty of confidentiality as described in this article on their Employees and engaged third parties.

19. Term and end of Agreement

- 19.1 The Supplier is entitled to terminate the Concapps Agreement with immediate effect as soon as the Client informs the Supplier that it is unable to fulfil its payment obligations, or when the Supplier deduces from circumstances that the Client is no longer able to fill its payment obligations, or when the (business of the) Client ceases its activities. The Concapps Agreement legally ends with immediate effect on the liquidation of the (business of the) Client, when it petitions for a moratorium, or is declared bankrupt.
- 19.2 The Concapps Agreement can be terminated in writing without legal intervention if the other party, after being given a detailed written notice, continues during a period of 30 calendar days to default in the fulfilment of its obligations under the Concapps Agreement.
- 19.3 The Supplier is under no circumstances held to pay any compensation owing to termination as described in Paragraphs 2, 3 and 4 of this article.
- 19.4 On termination of the Concapps Agreement, for any reason whatsoever, the Client will immediately and permanently cease its use of the Web Application and remove it from its computer systems, telephones and/or tablets. The Client will after termination of the Concapps Agreement have no further access to the Web Application and its data. The Supplier will on termination of the Concapps Agreement, for any reason whatsoever, not make any repayments to the Client.
- 19.5 The term of the Concapps Agreement is not affected by the placement of supplementary orders by the Client during the Concapps Agreement, unless the parties agree to such in writing.

20. Exclusion

- 20.1 Except as explicitly stipulated in the Concapps Agreement, the Supplier gives no other or further guarantees, commitments or conditions regarding the Concapps Services, and the Supplier hereby rejects all other guarantees, commitments or conditions, that are applicable explicitly, implicitly or by law (including but not limited to guarantees or conditions regarding saleability, which do not infringe upon any other rights or suitability for a certain purpose) to the Concapps Services.

21. Other provisions

- 21.1 The Supplier can transfer or assign its rights and obligations under the Concapps Conditions or the Concapps Agreement to a subsidiary or a third party engaged for that purpose. These Concapps Conditions will in case of transfer or assignment also be applicable to the Client.
- 21.2 The Client is not entitled to transfer the rights and obligations under the Concapps Agreement to a third party without the prior written permission of the Supplier.
- 21.3 Every notification or other message regarding the Concapps Agreement or the Concapps Conditions must be made via the Web Application, the Website or in writing to the address of the other party as stated in the Concapps Agreement.
- 21.4 If any provision of the Concapps Agreement or of these Concapps Conditions is fully or partly invalid, voidable or contrary to the law, such provision will be deemed non-applicable. The parties will in that case consult with one another on replacing the relevant provision with a provision of comparable intent that is not fully or partly invalid, voidable or contrary to the law. The other provisions of the Concapps Agreement or these Concapps Conditions remain effective in full.
- 21.5 Any delay or failure on the part of the Supplier to exercise any of its rights towards the Client on grounds of the Concapps Agreement or the Concapps Conditions does not entail any waiver of such right. If a party waives any of its rights on grounds of the Concapps Agreement or Concapps Conditions, such does not entitle the other party to demand the renunciation of this or any other right in the future.
- 21.6 The Concapps Agreement and the Concapps Conditions offer a full reflection of that which has been agreed by the parties with regard to the Concapps Services and replace all earlier and concurrent, explicit or implicit, agreements, statements and guarantees, whether in writing or verbally.
- 21.7 Without prejudice to the provisions of Article 2.3 and Article 6.3, changes to the Concapps Agreement can exclusively be made by a written agreement signed both by the Client and the Supplier.
- 21.8 The applicability of all or part of any purchasing or other general conditions of the Client is hereby explicitly excluded, unless explicitly accepted by the Supplier.
- 21.9 All communications between the Supplier and the Client can take place electronically, except as stipulated otherwise in the General Conditions and/or the Agreement and/or the law.
- 21.10 The version or the relevant communication stored by the Supplier is regarded as determinative, barring evidence to the contrary by the Client.
- 21.11 Electronic communication is deemed to be received on the day of sending, barring evidence to the contrary by the recipient. If the communication is not received due to delivery and/or accessibility problems relating to the email box of the Client, such will be for the Client's risk, also if the email box is accommodated with a third party.
- 21.12 The Client confirms that the Supplier has no obligation to monitor the content of the Client. The Client thus has exclusive liability for the content published on the App of the Client.

22. Applicable law and disputes

- 22.1 The Concapps Conditions and the Concapps Agreement are governed exclusively by Dutch law. Applicability of the Vienna Sales Convention is explicitly excluded.
- 22.2 All disputes or claims ensuing from or relating to these Concapps Conditions or the Concapps Agreement, or the non-performance, termination or invalidity thereof, will be submitted to the competent court in Rotterdam.