GENERAL TERMS AND CONDITIONS MARASOFT (V.01.2023)

Article 1   Applicability conditions

1. These conditions apply to all requests, orders, offers and agreements whereby Marasoft delivers goods or services of any nature and under whatever name.

2. Deviations and additions to these general terms and conditions are only valid if expressly agreed between the parties in writing.

3. Should one or more provisions of these general terms and conditions or any related document be declared invalid or non-binding, this will not affect the validity and enforceability of the agreement insofar as it concerns provisions other than the invalid. In such a case, the invalid provision or the invalid provisions will be replaced by valid and binding provision(s), which will deviate as little as possible - in view of the purpose and scope of the agreement - from the invalid provisions.

4. The customer with whom an agreement has been concluded under these general terms and conditions, accepts the applicability of these general terms and conditions to all later offers and agreements of Marasoft unless agreed otherwise.

5. If Marasoft does not always demand strict compliance with these conditions, this does not mean that its provisions do not apply or Marasoft loses the right to demand strict compliance with the conditions in other cases.

6. If the text of the general terms and conditions issued in a language other than Dutch deviates from the original text, the Dutch text will prevail at all times.

Article 2   Offers

1. All offers from Marasoft are valid for 30 days from the date indicated in the offer, unless otherwise stipulated in writing.

2. Offers do not automatically apply to future assignments.

3. If the acceptance (whether or not on minor points) differs from that stated in the offer, then Marasoft is not bound by it.

4. Obvious errors or mistakes in the offer are not binding for Marasoft.

Article 3   Duration and renewal of the agreement

1. Each time the customer places an order with Marasoft and this order is accepted by Marasoft, a separate agreement is concluded.

2. The agreement is concluded for the period mentioned in the agreement. By lack thereof, the agreement is concluded for a fixed period of 12 months.

3. An agreement that is concluded for a fixed period of time will at the end of each term be tacitly renewed with terms equal to the initial term, unless terminated (*opzeggen*) by one of the parties in writing (e-mail sufficient) before renewal taking into account the notice period mentioned in the agreement. By lack thereof, the notice period shall be 1 calendar month.

4. The agreement commences on the date the agreement is concluded, unless indicated otherwise.

Article 4   Payment, price and invoicing

1. All prices are exclusive of turnover tax (VAT) and other levies imposed by the government. All prices are in Euros.

2. The administration of Marasoft is leading in executing performance and payments due. Counterproof is possible.

3. Periodic payments are invoiced in advance per agreed period.

4. Marasoft has the right to execute a credit check in advance. If a negative judgement follows from the credit cheque, Marasoft is entitled to demand advance payment from the customer.

5. Unless agreed otherwise, amounts due must be paid within 14 days after the invoice date on the account number specified by Marasoft.

6. If the payment term is exceeded, the customer is legally in default without a demand for payment or notice of default being required. Marasoft is entitled to charge a default interest of 1% per month on the outstanding amount, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the amount due will be calculated from the moment the Counterparty is in default until the moment of full payment of the complete amount owed. All costs incurred as a result of judicial or extrajudicial collection of the claim are at the expense of the customer, insofar as these costs exceed the judicial costs.

7. The customer is never entitled to set off the amount due to Marasoft.

8. Objections to the amount of an invoice do not suspend the payment obligation.

9. The customer has the duty to report inaccuracies in provided or stated payment details to Marasoft without delay.

10. If, according to Marasoft, the financial position or payment behaviour of the customer gives rise to doubt, Marasoft is entitled to require the customer to provide (supplementary) security in a form to be determined by Marasoft. If the customer fails to provide the required security, Marasoft is entitled, without prejudice to its other rights, to immediately suspend the further execution of the agreement and all that which the customer owes to Marasoft for whatever reason is immediately due and payable.

11. Marasoft has the right to direct the payments made by the customer first of all towards reducing the costs referred to in paragraph 6, then to reduce the interest still due and finally to reduce the due and payable principal amounts that have been outstanding the longest including current interest.

12. Marasoft is in respect of recurring fees entitled to change such fees at any time with effect from the start of a renewal period. Any such changes shall be notified to the customer in writing (e-mail) at least 14 days before they take effect. In the event of an increase of fees, the customer shall have the right to terminate the respective part of the contract in writing until and against the moment the changes take effect.

Article 5   Confidentiality

1. Marasoft and the customer are bound to secrecy towards third parties who are not involved in the execution of the agreement. The confidentiality applies to all information of which the parties should know that it is confidential in nature. The confidentiality does not apply if the law or government authority imposes an obligation to provide information or consultation is necessary for the proper execution of the agreement.

2. The software, certificates, advice / consultations, support, access, or identification codes provided by Marasoft are confidential and must be treated as such by the customer. Marasoft is entitled to change access or identification codes and certificates.

Article 6   Data and cooperation with the customer

1. The customer shall ensure that all data, information, or cooperation, of which Marasoft indicates that these are necessary or of which the customer reasonably should understand that these are necessary for the execution of the agreement, are supplied to Marasoft in a timely manner. If the data required for the execution of the agreement is not provided to Marasoft in time, Marasoft has the right to suspend the execution of the agreement.

2. The Customer guarantees the accuracy, completeness and reliability of the data and documents made available to Marasoft by or on its behalf, even if these come from third parties.

3. The supplementary costs and extra fees arising from the delay in the execution of the agreement, caused by the non-delivery, late or improper availability of the requested data or cooperation by the customer, are at the customer's expense.

Article 7 Implementation of the agreement

1. Marasoft determines the manner in which and by which person(s) the agreement is executed. Marasoft will, if possible, take into account timely and accountable instructions from the customer regarding the execution of the agreement.

2. If and insofar as proper execution of the agreement so requires, Marasoft has the right to have certain work done by third parties.

3. If the agreement is entered into due to the qualifications / skills of a person, Marasoft has the right to replace the person with a person / multiple persons with the same qualifications / skills.

4. Marasoft and any persons / third parties involved in the execution of the agreement carry out the agreement to the best of their knowledge and ability. The work to be provided by Marasoft is carried out on the basis of a best effort commitment, unless it is explicitly stipulated that it concerns an obligation of result and the result to be achieved is explicitly recorded or unless Marasoft has explicitly given a guarantee.

5. If Marasoft or third parties engaged by Marasoft carry out work within the scope of the assignment at the location of the customer or a location designated by the customer, the customer shall provide free of charge the facilities reasonably desired by those employees.

6. Any time period stipulated in the agreement within which the work must be carried out apply only approximately and not as deadlines. Exceeding such a period therefore does not constitute an attributable shortcoming of Marasoft and therefore does not constitute grounds for terminating (*ontbinden*) the agreement. Periods within which the work must be completed can only be regarded as deadlines if this is expressly agreed upon between the customer and Marasoft and specified.

7. Customer is responsible for the use and application within its organization of the software, websites, training materials, equipment, data files, designs, reports and other matters made available.

8. If the customer makes resources or facilities available to the customer, they must comply with the legal and / or normal usage requirements. The customer indemnifies Marasoft against claims from third parties (including Marasoft employees) arising from acts or omissions of the customer or unsafe situations.

Article 8 Retention of title

1. All software / software, websites, training materials, equipment, data files, design reports and other items provided by Marasoft remain the property of Marasoft until the customer has properly fulfilled all obligations arising from the agreement concluded with the customer.

2. The items that fall under the retention of title may not be resold and may never be used as a means of payment. The customer is not entitled to retain property subject to retention of title with security rights.

3. If third parties seize the goods delivered under retention of title or want to attach or exercise rights thereon, the customer is obliged to immediately notify Marasoft.

4. In the event that Marasoft wishes to exercise the proprietary rights as referred to in this article, the customer will grant Marasoft in advance unconditional and non-revocable permission and to third parties designated by Marasoft to enter all those places where the Marasoft's property is located and to take those items back.

Article 9 Passing of risk

1. The risk of loss, theft or damage to items, data, software, or data files that are produced, supplied or used within the framework of the execution of the agreement shall pass over to the customer at the moment that it is in actual disposal power of the customer or an appointed representative by the customer.

Article 10 Intellectual property

1. The software, websites, training materials, equipment, data files, design reports and other matters developed or made available by Marasoft for the customer within the framework of the agreement are the intellectual property rights of Marasoft, its licensors or service providers. The intellectual property right can only be transferred if it has been explicitly recorded in writing.

2. Marasoft grants the customer the non-exclusive, non-transferable, non-pledge and non-sub-licensee right to use the software, websites, training materials, equipment, data files, design reports and other matters in accordance with the provisions of this agreement. The source code of the software and the technical documentation produced during the development of the software shall never be made available to the customer, unless explicitly agreed otherwise in writing.

3. Software or other materials may not be multiplied or copied by the customer. The customer is not permitted to make changes concerning indications regarding the confidential nature, copyright, trade name or any other intellectual property right.

4. The customer undertakes to use the software / software, websites, training materials, equipment, data files, design reports and other matters exclusively for personal use and not to make them available to third parties in any way, unless Marasoft has given written permission.

5. Any violation of the provisions of this article by the customer will result in an immediately due and payable penalty to Marasoft for the sum of € 25,000, without prejudice to the rights of Marasoft to demand compensation.

Article 11 Software-as-a-Service ("SaaS")

1. This article is, in addition to the other general terms and conditions, always applicable when Marasoft provides customer with Software-as-a-Service ("SaaS"), which is the case when Marasoft makes its software available to the customer by remote access via the Internet.

2. Only the customer may use the SaaS made available by Marasoft. Use by third parties is excluded.

3. Marasoft is allowed to make (functional) changes to the SaaS. If the changes likely and materially affect the business operations of the customer in a negative way, Marasoft shall endeavour to inform the customer of the changes in advance. The customer shall only then have the right to terminate (*opzeggen*) the agreement in writing up until and against the moment the changes take effect. Termination shall not be possible if the adjustment results from a legal obligation or regulation of another competent authority.

4. Marasoft is permitted to temporarily or completely suspend (access to) the SaaS in the context of maintenance (preventive, corrective or complementary to the service). Marasoft shall endeavour to inform and update the customer on this matter.

5. Marasoft is allowed to use a new version of the software for the implementation of the SaaS service.

6. Marasoft does not guarantee that the SaaS provided is error-free. Marasoft shall endeavour to repair any defects in the SaaS as soon as reasonably possible. Marasoft shall be entitled to introduce workarounds and is entitled to push permanent solutions to a new version of the SaaS.

7. If the customer does not have the necessary facilities (including equipment, hardware, etc.) required for proper use of the SaaS, the customer shall ensure that such facilities are procured immediately after concluding the agreement.

8. Marasoft does not guarantee that the SaaS will be timely adapted to changes in laws and regulations.

9. Where Marasoft enables the customer to connect the SaaS (or other software provided by Marasoft) to software not owned, operated or otherwise provided by Marasoft, i.e. third party software, (i) the customer acknowledges that through such connections, certain data may be exchanged between the connected systems; (ii) Marasoft shall endeavour to maintain the connection and keep it available, in so far as this is under its control, but cannot give any guarantee to that end; (iii) the connection and related functionalities can be changed or phased out from time to time, and if Marasoft implements changes it will endeavour to notify the customer thereon in advance; and (iv) in all other respects and in so far as relevant, the provisions of these general terms and conditions apply mutatis mutandis.

10. Marasoft creates and uses drawings ((included in the start module, dashboard, etc.) for its Marad licenses. These drawings are the property of Marasoft and will remain so after the contract period has ended. These drawings may not be used outside of the Marad application, unless agreed otherwise.

Article 12 Software (other than SaaS)

1. This article is, in addition to the other general terms and conditions, always applicable when Marasoft makes software available to the customer other than on the basis of SaaS – however it includes software provided by Marasoft to be used by the customer in connection with SaaS (e.g., software to be installed on customer's end user devices to interoperate with the SaaS) but excludes software owned, operated or otherwise provided by third parties (e.g. third party solutions with which the SaaS or other Marasoft software can interface).

2. Marasoft makes the software available to the customer as deemed fit online or on the agreed type and format of information carriers during the term of the agreement. If an installation is carried out by Marasoft has been agreed to in writing, Marasoft will install the software for the customer. In other cases, the customer is responsible for installation of the software.

3. The customer accepts the software in the condition in which it is at the moment of delivery ("as-is"), unless an acceptance test has been agreed in writing. In case an acceptance test has been agreed to in writing, acceptance may not be withheld by the customer for reasons that are not related to the specifications expressly agreed in writing between the parties and furthermore not due to the existence of minor errors (operational / productive commissioning will not be impeded).

4. Marasoft will do its best to correct errors within a reasonable period if the errors are reported within three months after acceptance. Marasoft does not guarantee that the software is suitable for the actual and / or intended use and does not guarantee that it will work without errors or interruptions and that all errors can be corrected.

5. Marasoft determines the manner and location of the recovery of errors. Lost or corrupted data does not have to be recovered or restored by Marasoft.

6. If there are user errors or improper use, the costs of recovery are for the customer. Marasoft is not obliged to repair if changes to the software have been made without Marasoft's permission.

7. Marasoft grants the customer the non-exclusive, non-transferable, non-pledgeable and non-sublicensable right to use the software.

8. Marasoft is entitled to take measures to protect unauthorised use of the software by the customer.

9. At Marasoft's first request, the customer shall cooperate without delay with an investigation to be performed by or on behalf of Marasoft regarding the compliance with the agreed user restrictions.

10. Marasoft has no obligation to maintain the software or provide support, unless agreed otherwise in writing.

11. Customer may not make any adjustments to the software, other than exceptions provided for by law or after written permission from Marasoft. Marasoft is not obliged to give permission and the customer bears the full risk for all changes made.

Article 13 Use of the software

1. The customer shall use the software (including SaaS) as provided by Marasoft under the contract in accordance with contract any (user) documentation provided by Marasoft.

2. The customer may not use the software in a manner that is in violation of the contract and/or any applicable laws and regulations or may cause hindrance or loss and/or damage to Marasoft or any third party. The customer is obliged to follow any and all reasonable instructions issued by Marasoft related to the use of the software.

3. The customer shall not access, store, distribute or transmit any information during the course of your use of the software that: is libellous, defamatory, insulting, racist or discriminating, or incites hate; infringes third-party rights, in any case including but not limited to intellectual property rights; violates the privacy of third parties, in any case including but not limited to distributing third-party personal data without a legal basis; contains hyperlinks, torrents or similar information of which you are aware or should be aware that it refers to material that infringes third-party rights; or is otherwise illegal or causes damage or injury to any person or property; is in violation with any reasonable (usage-) instruction given by Marasoft.

4. If, in Marasoft's reasonable opinion, the operation of the computer systems or network of Marasoft or third parties and/or provision of services via the Internet is obstructed, impaired or otherwise at risk, in particular as a result of the transmission of excessive amounts of data via the software, leaked personal data or virus activity, Trojan horses and similar software, Marasoft is authorized to take any and all measures we deem reasonably necessary to avert or prevent such risk. These measures include, but are not limited to, suspension of access to the software.

5. If Marasoft determines that the customer or its authorized end-users have violated the contract or applicable laws and regulations or if Marasoft has received a complaint from a third party of the same, Marasoft may take proportional measures to end such violation. These measures may, without limitation, include the suspension of access to the SaaS. Marasoft shall not be liable for consequences or damages caused by any such reasonable measures.

Article 14 Customer data and synchronization

1. All customer data submitted by the customer to the SaaS will remain the customer's property or that of its suppliers. Marasoft will not make any proprietary claims with regard to any such customer data.

2. Marasoft makes efforts to ensure that the customer data available within the SaaS is, where relevant, properly synchronized with other software the SaaS interfaces with. The customer acknowledges and agrees that Marasoft will not be liable for any errors or delays in synchronization, or for any actions taken by the customer in reliance thereon. Marasoft is not responsible for the customer's (incorrect) use of the software or the SaaS, and neither for the Internet connection between the on-premises software and the SaaS. Unless agreed otherwise, Marasoft is not required to provide the customer with any form of assistance in resolving customer data synchronization issues. Where any support on this matter is provided by Marasoft, in or outside the contract, such services are provided on reasonable effort basis unless agreed otherwise in writing.

3. The customer is and remains solely responsible for the verification, completeness, and accuracy of the customer data submitted to the software. The customer acknowledges that any output of the software is relying on the quality of the customer data input. The customer acknowledges and agrees that Marasoft will not be liable for errors or incorrect output caused by incorrect or improper input, or for any actions taken by the customer in reliance thereon.

4. Backups made by Marasoft of the customer data, if part of the contract, are limited to backup(s) of customer data available within the SaaS when the backup is created. Backups do not extent to unsynchronized offline customer data.

5. Prior to expiry or termination of the contract, the customer shall be authorized to request a one-off export of customer data submitted by the customer or generated by the customer making use of the SaaS. The scope of customer data available for export, the file format and durable medium on which the customer data is provided shall be selected by Marasoft. It is the customer's sole responsibility to request an export prior to termination or expiry of the contract. Upon termination or expiry of the contract, Marasoft shall be entitled to delete any of the customer data submitted by the customer or generated by the customer making use of the software as in Marasoft's possession at the moment of termination or expiry.

Article 15 Termination

1. Customer is only entitled to terminate (*ontbinden*) the agreement due to an attributable shortcoming in the fulfilment of the agreement by Marasoft by means of a written notice of default in which a reasonable period of time is offered to Marasoft to rectify the shortcoming.

2. If the customer has already received services, these performances and the corresponding payment obligations will not be undone. Amounts that Marasoft has already invoiced before the termination remain payable, at least to the extent that the corresponding services have been delivered properly by Marasoft (counterevidence must be delivered by the customer) and become immediately due and payable at the time of termination.

3. Marasoft is entitled to suspend performance of the agreement in whole or in part or to terminate (*ontbinden*) the agreement in whole or in part, with immediate effect without notice of default, in the event of shortcomings by the customer in the fulfilment of obligations as in the context of the agreement; change of control at the customer; liquidation, bankruptcy, seizure of an important part of the assets and / or suspension of payment of the customer. All claims that Marasoft may have or acquire on the customer will immediately and fully be due and payable.

4. Agreements for an indefinite period of time may be terminated (*opzeggen*) by either party in writing and a period of six (6) months must be observed. A different notice period may be agreed to in joint consultation.

5. Customer is not entitled to terminate (*opzeggen*) a fixed time agreement. Article 7:408 paragraph 1 of the Dutch Civil Code does not apply to the agreement.

6. Termination (*opzeggen*) of the agreement shall not result in any obligation for Marasoft to refund any (license) fees paid by the customer and any (outstanding) invoice shall become immediately due and payable upon termination.

Article 16 Liability

1. Marasoft is only liable vis-à-vis the customer for damage that is the direct result of a (related series of) attributable shortcoming(s) in the execution of the agreement (warranty obligations are included). This liability is limited to compensation of direct damage up to the amount of the price agreed for the agreement (excl. VAT). In the case of a continuing performance agreement with a term of more than one year, the 'agreed price' is the total of payments for one year. Under no circumstances shall the total compensation of the damage on the basis of this article on any legal basis exceed € 12,500.

2. Marasoft is not liable, except for intent or deliberate recklessness by Marasoft's management, for:
   ▪ damage suffered by the customer or third parties as a result of the provision of incorrect or incomplete data or information by the customer to Marasoft, or otherwise due to an act or omission of the customer;
   ▪ damage or costs resulting from the use or misuse of access or identification codes or certificates;
   ▪ damage suffered by the customer or third parties as a result of an act or omission by outside personnel engaged by Marasoft (not including employees of Marasoft), even if they are employed by an organization affiliated with Marasoft;
   ▪ Customer, third party or consequential loss arising from customer or third parties, including but not limited to stagnation in the regular course of affairs at the customer's company.

3. It is a condition for any right to compensation to arise, that the customer notifies Marasoft of the damage as soon as possible after it has occurred in writing. Any claim for compensation against Marasoft lapses by the mere passage of 12 months after the claim has arisen, unless the customer has initiated legal proceedings for compensation of the damage before the expiry of that period of time.

4. Marasoft is not liable for damage or loss of documents during transport or during shipment by mail, regardless of whether the transport or dispatch is done by or on behalf of the customer, Marasoft or third parties. During the execution of the order, the customer and Marasoft may communicate with each other at the request of the customer by electronic means. The customer and Marasoft are not liable towards each other for any damage that may arise for each one or collectively as a result of the use of electronic means of communication, including - but not limited to - damage as a result of non-delivery or delay in the delivery of electronic data communication by third parties or by software / equipment used for transmission, receipt or processing of electronic communication, transfer of viruses and failure or malfunction of the telecommunication network or other means required for electronic communication, except insofar as damage is the result of intent or conscious recklessness. Both the customer and Marasoft will do everything that can reasonably be expected of each other to execute or omit in order to prevent the occurrence of the aforementioned risks. The data extracts from the computer systems of the sender provide compelling evidence of (the content of) the electronic communication by the sender until the counterevidence has been delivered by the recipient.

5. The Customer indemnifies Marasoft against all claims from third parties, including shareholders, directors, supervisory directors and personnel of the customer, as well as affiliated legal entities and companies and others who are involved in the organisation of the customer, which are directly or indirectly related to the execution of the agreement, unless there is intent or deliberate recklessness on the part of Marasoft's management.

Article 17 Force majeure

1. If Marasoft cannot, not timely or improperly fulfil its obligations under the agreement as a result of a non-attributable cause (force majeure), including but not limited to, illness of employees, government measures, war, disruptions in the computer network and other stagnation in the normal course of business , these obligations remain suspended until Marasoft is able to fulfil its obligations in the agreed manner, without Marasoft being in default and it cannot be held to pay any compensation.

2. The parties have the right, in case the situation as referred to in the first paragraph lasts longer than 60 days, to terminate (*ontbinden*) the agreement in writing in whole or in part and with immediate effect.

Article 18 Changes and supplementary work

1. In the event that activities are carried out at the customer's request which are not covered by the agreement, these will be reimbursed by the customer to Marasoft according to the usual rates. Marasoft is not obliged to perform supplementary work.

2. If a fixed price has been agreed upon, Marasoft will inform the customer regarding the costs of the supplementary work.

Article 19 Amendments

1. Marasoft is entitled to make changes to these general terms and conditions. Any changes will take effect 30 days after the day on which these were notified to the customer in accordance with the following paragraph unless the notification mentions a different date of entry into force.

2. The customer will be notified of changes to these general terms and conditions in writing (e-mail sufficient) or by notification within the (SaaS) services provided under the contract. Changes of minor importance and/or changes to the customer's advantage do not need to be notified.

3. If the customer does not wish to be bound by the proposed changes, the customer may give written notice to terminate the contract until the effective date. Lack of termination shall constitute the customer's acceptance of the amended general terms and conditions.

Article 20 Applicable law and disputes

1. Dutch law applies to all agreements between Marasoft and the customer to which these conditions apply. The Vienna Sales Convention 1980 is excluded.

2. All disputes relating to agreements between the customer and Marasoft to which these general terms and conditions apply are settled by the competent court in the district in which Marasoft is domiciled.

3. By mutual agreement, the parties can opt for a different way of dispute resolution.

SUPPLEMENTARY TERMS AND CONDITIONS MARASOFT ON PRIVACY (GDPR)

Article 1   Definitions
In these supplementary Terms and Conditions, the following definitions are used:

1. General Terms and Conditions: the General Terms and Conditions of Marasoft BV, which apply in full to any agreement between Marasoft BV and the customer and of which the supplementary General Terms and Conditions form an integral part of it.
2. Processor: Marasoft BV, with its registered office and office at Burgemeester J. Schipper Kade 8a (8320 AD) Urk (hereinafter referred to as: Marasoft).
3. Agreement: any agreement between the customer and Marasoft.
4. Personal data: any information concerning a natural person that can be (in) directly identified.
5. Person(s) involved: the person(s) to whom a Personal Data relates.
6. Customer: the natural person or legal entity who has commissioned Marasoft to perform the Agreement.
7. Sub-processor: a party engaged by Marasoft for the performance of the Agreement and the related Processing of Personal Data.
8. Processing of Personal Data: any act or combination of acts relating to personal data, in any case including collecting, documenting, organising, storing, updating, modifying, retrieving, consulting, using, providing by means of transmission, distribution or any other form of disclosure, compiling, linking, as well as screening, deleting or destroying data;
9. Responsible: the customer who as a natural or legal person has instructed Marasoft to perform Agreement.
10. Data breach: a breach of security that results in unintentional or unlawful destruction, loss, modification, unauthorised disclosure of Personal Data or access to Personal Data that has been transmitted, stored or otherwise processed.

Article 2   Applicable

1. These supplementary terms and conditions apply to every customer that makes use of goods and / or services of whatever nature and under whatever name Marasoft uses, and are applicable to the Personal Data that are handled by Marasoft in the context of the execution of the Agreement with and processed for the customer, as well as for all Work arising from the Agreement with Marasoft and the Personal Data Processed within that framework.
2. By giving the instruction to perform Work, the customer has instructed Marasoft to process the Personal Data on behalf of the customer in accordance with the provisions of these supplementary conditions.
3. In the execution of the Agreement, Marasoft processes certain Personal Data for the customer. The customer is responsible for the processing of the Personal Data. The control over the Personal Data is never with Marasoft.
4. These are supplementary conditions within the meaning of article 28 paragraph 3 General Data Protection Regulation (GDPR), in which the rights and obligations with respect to the processing of Personal Data are regulated in writing, including, but not limited to, the security of Personal Data. These supplementary conditions are binding for Marasoft in respect to the customer.
5. These supplementary conditions, like the General Terms and Conditions of Marasoft, form part of the (future) Agreements) between parties.
6. In the event of inconsistencies between the provisions of these supplementary conditions and the Agreement / order confirmation and / or the General Terms and Conditions of Marasoft, the provisions of these supplementary conditions shall prevail.
7. Marasoft and the customer will provide each other with all necessary information in good time to enable proper compliance with the applicable privacy laws and regulations.
8. Marasoft may process Personal Data in countries within the European Economic Area (EEA). Transfer to countries outside the EEA is also permitted, provided that the regulations of the GDPR are observed.

Article 3   Responsibilities Marasoft

1. The Personal Data will be processed by Marasoft in a proper and careful manner in accordance with these supplementary conditions and in accordance with the GDPR.
2. Marasoft processes the Personal Data exclusively in the context of the execution of the Agreement and the written instructions given by the customer, subject to legal obligations. In the latter case Marasoft informs the customer of the legal provisions of his obligations. If instructions from the customer to Marasoft conflict with any legal provision regarding data protection, then Marasoft will notify the customer.
3. Marasoft only processes Personal Data of the customer for the purposes for which they were received. Marasoft will not use the Personal Data for other purposes.
4. Marasoft will not share the Personal Data with or provide it to third parties, unless Marasoft has obtained prior written permission or instruction from the customer or is obliged to do so by mandatory law. If Marasoft is obliged to share the Personal Data with or provide it to third parties on the grounds of mandatory legal regulations, then Marasoft will inform the customer of this in writing, unless this is not permitted.
5. Marasoft will not change the Personal Data without the customer's instructions.
6. Marasoft will provide the customer, upon request, assistance in the event of a request from a Data Subject, or in the case of investigations or inspections by the Authority for Personal Data. If Marasoft receives a request directly from a Data Subject, Marasoft will inform the customer of the receipt of the request within two working days. Marasoft will carry out as quickly as possible all instructions that the customer supplies Marasoft in writing as a result of such a request from the person concerned.
7. Marasoft will assist the customer at his request and at his expense in carrying out a data protection impact assessment.
8. Marasoft keeps a register of all categories of processing activities that are carried out on behalf of the customer in accordance with the requirements stated in the GDPR.
9. Marasoft will support the customer in fulfilling the statutory information obligations of a supervisory authority or Parties concerned and, if necessary, in the case of Marasoft's technology, assisting with a Privacy Impact Assessment (PIA).

Article 4   Responsibilities of the customer

1. The customer is responsible for the legality of the Processing, compliance with the legal regulations regarding the protection of Personal Data, including, but not limited to, the protection of the rights of the Data Subjects.
2. The customer is responsible for determining the purpose and means of the processing of Personal Data.
3. The customer is responsible in informing the Data Subjects and guaranteeing the rights that Data subjects may exercise on the basis of the GDPR and other applicable privacy laws and regulations, and for communication with the Data Subjects.
4. The customer shall take the necessary measures to ensure that Personal Data, given the purposes for which they are collected and / or subsequently processed, are correct and accurate and as such are also provided to Marasoft.
5. The customer will inform Marasoft immediately if irregularities occur in relation to the processing.
6. The customer is obliged to make all information, which Marasoft requires for the processing available, in a timely manner.

Article 5   5. Sub-processors

1. The customer grants Marasoft prior (general) permission to have certain work performed by sub-processors if and insofar as proper execution of the Agreement so requires.

2. If sub-processors are called but are not necessary for the execution of the Agreement with the customer, Marasoft will inform the customer about the intention. Marasoft gives the customer a period of 7 working days to object to engaging a sub-processor. Marasoft will not engage the sub-processor until the 7-day period has expired without the customer objecting, or if the customer has indicated that it does not object to the sub-processor.

3. Marasoft ensures that the sub-processor is subject to a sub- processor agreement that contains substantively the same obligations as these supplementary conditions.

Article 6   Security and Data breach

1. Taking into account the state of technology, the implementation costs, as well as the nature, the size, the context and the processing objectives and the various risks and risks of the rights and freedoms of persons, Marasoft will take technical and organisational security measures to ensure the risk-adjusted security level.

2. Marasoft takes measures aimed at preventing unnecessary collection and further processing of Personal Data.

3. As soon as possible after Marasoft has taken notice of a data breach that (also) has or may have access to the Personal Data, Marasoft informs the customer of this via customer's contact details and Marasoft will provide information about the nature of the data breach, the affected Personal Data, the determined and expected consequences of the data breach on the Personal Data and the measures that Marasoft has undertaken and will take.

4. Marasoft will support the customer with notifications to data subjects and / or authorities.

Article 7   Confidentiality

1. Marasoft will keep the Personal Data that it processes in the context of the execution of the Agreement confidential and will take all necessary measures to ensure confidentiality of the Personal Data. Marasoft will also impose the obligation of secrecy on its personnel and all persons engaged who have access to Personal Data.

2. The duty of confidentiality referred to in this article does not apply if the customer has explicitly given permission in writing to provide the Personal Data to a third party, or a legal obligation exists to provide the Personal Data to a third party.

Article 8   Compliance monitoring

1. Marasoft shall provide customer with information about the processing of Personal Data by Marasoft or Sub-processors at its request and for the customer's account. Marasoft will provide the information requested as soon as possible, but no later than five working days.

2. The customer is entitled once a year and for its own account to have an independent third party jointly designated by the customer and Marasoft carry out an inspection to verify whether Marasoft complies with the obligations under the GDPR and these supplementary conditions. Marasoft will provide all reasonably necessary cooperation. Marasoft has the right to charge the customer for the costs of the inspection.

3. In the context of its obligation under paragraph 1 of this article, Marasoft will in any case:
   ▪ provide all relevant information and documents;
   ▪ to grant access to all relevant buildings, information systems and Personal Data.

4. The customer and Marasoft will consult with each other as soon as possible after the report has been completed in order to address the possible risks and shortcomings. Marasoft will take measures at the expense of the customer to reduce the identified risks and shortcomings to an acceptable level for the customer or to cancel them, unless the parties have agreed otherwise in writing.

5. In case of an investigation by the Dutch Data Protection Authority (AP), Marasoft will provide all reasonable cooperation and inform the customer as soon as possible.

6. Marasoft will not take any action against any investigation received from the Parties or third parties, except on previous instructions from the customer, unless Marasoft is legally obliged to do so. Insofar as a data subject requests Marasoft to maintain his or her claims in relation to the data protection legislation, Marasoft will send this request to the customer without delay.

Article 9   Liability

1. The provisions in the order confirmation and in the General Terms and Conditions of Marasoft apply in full.

Article 10 Duration and termination

1. These supplementary conditions apply as long as Marasoft has the responsibility as the Controller to process Personal Data pursuant to the Agreement between Marasoft and the customer.

2. If Marasoft has to keep certain data and / or documents for a legal period after termination or expiry of the Agreement on the basis of a statutory obligation, then Marasoft will ensure the destruction of these Personal Data within 4 weeks after the end of the statutory retention.

3. Without prejudice to the other provisions in this article, Marasoft will not keep or use any Personal Data after termination or expiry of the Agreement.

4. Upon termination or expiry of the Agreement between Marasoft and the customer, the customer may request Marasoft to provide an accessible, readable copy of the Personal Data within two months after termination of the Agreement. The costs are for the customer. After the expiration of this period, Marasoft will proceed with the final destruction of the Personal Data, unless Marasoft is obliged to store the Personal Data on the basis of a legal obligation.

Article 11 Applicable law and dispute resolution

1. Dutch law applies to these supplementary conditions.

2. All disputes in connection with the supplementary conditions or their execution are submitted to the competent court at the District Court of the Central Netherlands.

Article 12 Closing provisions

1. If one or more provisions from these supplementary conditions are null and void or are nullified, the other conditions remain fully applicable. If any provision of these supplementary conditions is not legally valid, the parties will negotiate the content of a new provision, which stipulates that the content is as close as possible to the original provision.

2. After termination of the Agreement with the customer the provisions which by their nature are intended to remain in force afterwards, including the confidentiality obligation, without prejudice.