

# GENERAL TERMS AND CONDITIONS OF WOLTERS KLUWER

## CHAPTER 1 - GENERAL PROVISIONS

### Article 1 Definitions

In these General Terms and Conditions the following terms are defined as detailed below and used in both singular and plural:

<i>Subscription:</i>	Agreement for the periodic supply of Products and/or Services;
<i>Buyer:</i>	Every party who enters into an Agreement with Wolters Kluwer or requests an offer from Wolters Kluwer;
<i>General Terms and Conditions:</i>	These general terms and conditions of Wolters Kluwer;
<i>Content:</i>	All works, texts, data, information or other materials published, announced or made available by Wolters Kluwer, with the exception of Software;
<i>Services:</i>	All services offered by Wolters Kluwer that are the subject of a tender, offer, Agreement or other legal act between Wolters Kluwer and the Buyer, including - but not limited to - Training Courses, Online Products and the installation and implementation of Software, with the exception of the <i>publication of works</i> ;
<i>User:</i>	A natural person, working at the organisation of the Buyer, who pursuant to the Agreement or the General Terms and Conditions has the right to access and use (parts) of the Online Products and/or Software;
<i>IP rights:</i>	All rights of intellectual property and related rights, such as copyrights, trademark rights and database rights;
<i>Login Details:</i>	The username and password provided by Wolters Kluwer giving the Buyer and Users access to the Online Products;
<i>Wolters Kluwer:</i>	The private company with limited liability, Wolters Kluwer Nederland B.V., with its registered office in (7418 CJ) Deventer, at Staverenstraat 15, registered in the Commercial Register of the Chamber of Commerce under file reference number 38013226;
<i>Training Courses:</i>	All Services offered by Wolters Kluwer in the field of training, including - but not limited to - external and in-company training courses, congresses, seminars and webinars;
<i>Agreement:</i>	Every agreement regarding the supply of Products and/or Services between Wolters Kluwer and the Buyer, including any amendments and additions thereto. The Agreement does in any case include these General Terms and Conditions;
<i>Parties:</i>	Wolters Kluwer and the Buyer;
<i>Products:</i>	All items offered by Wolters Kluwer that are the subject of a tender, offer, Agreement or other legal act between Wolters Kluwer and the Buyer, including - but not limited to - books, magazines and physical media or data carriers;
<i>Online Products:</i>	The Services offered by Wolters Kluwer consisting of providing the Buyer remote access to Content;
<i>In writing:</i>	Communication on paper and via e-mail;
<i>Software:</i>	The software developed by (the licensors of) Wolters Kluwer;
<i>Shop:</i>	A web shop of Wolters Kluwer.

### Article 2 General

- 2.1 These General Terms and Conditions are applicable to and form an integral part of all Agreements and all offers or tenders issued by Wolters Kluwer and exclude any (general) purchase or other conditions of the Buyer. These General Terms and Conditions at all times prevail should, in spite of the above, any (general) purchase or other conditions of the Buyer apply.
- 2.2 Once these General Terms and Conditions have been applicable to a legal relationship between Wolters Kluwer and the Buyer, the Buyer is deemed to have consented in advance to the applicability of these General Terms and Conditions to Agreements entered into and to be entered into thereafter.
- 2.3 Wolters Kluwer is entitled to change these General Terms and Conditions. The Buyer will be notified of any changes in writing. The changed version of the General Terms and Conditions forms part of every Agreement entered into after the moment of change.

### Article 3 Agreement

- 3.1 An Agreement can only be formed by (i) acceptance in writing by Wolters Kluwer of an order, registration or instruction by the Buyer, (ii) by both Parties signing an Agreement or in the event of the Buyer using a Shop or, (iii) by means of an order of the Buyer via the Shop and confirmation of the order by Wolters Kluwer per e-mail to the Buyer.

- 3.2 Offers and tenders of Wolters Kluwer are revocable, subject to contract and valid for the term indicated therein. If no term has been given, the offer or tender is valid for up to thirty (30) days after the date on which the offer or tender was issued. If an offer or tender of Wolters Kluwer is accepted by the Buyer, Wolters Kluwer has the right to revoke the offer or tender within two (2) working days of having received the acceptance notification.
- 3.3 Notwithstanding the provision of article 2.3, supplements and changes to the Agreement can only be agreed on between Wolters Kluwer and the Buyer in writing. Where applicable, Wolters Kluwer is at all times entitled to change, reduce and/or remove the volume, contents and functionalities of the Content, Services and/or Products. If, in the opinion of Wolters Kluwer, there is a substantial change, Wolters Kluwer will notify the Buyer of that change in advance. If, in the opinion of Wolters Kluwer, the change gives rise thereto, Wolters Kluwer will enter into consultation with the Buyer about a possible reduction in the price agreed for the Content, Services and/or Products.

#### **Article 4 Prices and payment terms**

- 4.1 The prices applied by Wolters Kluwer are exclusive of turnover tax and other government levies and exclusive of administration, installation, transport and dispatch costs, unless stated otherwise.
- 4.2 In the event that the Buyer orders a Service or Product via a Shop, payment must be effected with immediate effect, in the manner prescribed in the Shop. Payment of other orders is effected on the basis of an invoice sent by Wolters Kluwer.
- 4.3 Payment of an invoice must be effected within fourteen (14) days of the invoice date, unless otherwise agreed in writing. Wolters Kluwer is entitled to demand payment in advance, cash payment and/or security for payment from the Buyer.
- 4.4 All payments made by the Buyer to Wolters Kluwer will be deducted from invoices to the Buyer that are outstanding longest.
- 4.5 The payment terms are final deadlines. In the event of late payment, the Buyer, without a demand or notice of default being required, will automatically be in default of payment and obliged to pay interest of 1% per month or part thereof on the outstanding amount, explicitly in addition to the extrajudicial costs, which are 15% with a minimum of € 150 exclusive of VAT, to be calculated on the basis of the principal sum, increased by interest. Insofar as the Buyer does not act in the exercise of a profession or business, the Buyer, in addition to interest, owes compensation equal to the maximum compensation for extrajudicial collection costs permitted under law.
- 4.6 The Buyer is not permitted to suspend or set off payments on account of (alleged) shortcomings on the part of Wolters Kluwer.
- 4.7 Wolters Kluwer is entitled to change the prices for Services and/or Products. Price changes are effective immediately, unless otherwise agreed.
- 4.8 In the event that Wolters Kluwer increases its prices within three (3) months of entering into an Agreement and the Buyer does not act in the exercise of a profession or business, the Buyer is entitled to terminate the Agreement in writing.

#### **Article 5 Subscriptions**

- 5.1 Subscriptions have a term of twelve (12) months, unless otherwise agreed. The commencement date coincides with the start of the Subscription period as stated in the invoice.
- 5.2 Wolters Kluwer charges the Subscription prices to the Buyer annually, in advance.
- 5.3 Following expiry of the period referred to in article 5.1, the Subscription is tacitly renewed by periods of twelve (12) months, unless the Buyer terminates the Subscription in writing, with due observance of a notice period of three (3) months before the end of the current subscription period. Insofar as the Buyer does not act in the exercise of a profession or business, the notice period following completion of the first subscription period of twelve (12) months will be one (1) month or, in the event of a Subscription to a magazine, a notice period of three (3) months.
- 5.4 A Subscription to a Product that is issued as a yearbook will be entered into for the duration of at least two years, starting from the commencement date as referred to in article 5.1. Such a Subscription is invoiced annually in arrears, unless otherwise agreed.
- 5.5 A Subscription which is subject to a student discount will be entered into for the duration of at least two years, starting from the commencement date as referred to in article 5.1. Following expiry of the subscription period, this Subscription is tacitly renewed by periods of twelve months at the price applicable at that time, without discount, unless the Buyer has terminated the Subscription with due observance of article 5.3, or the Buyer, prior to the end of the current subscription period, has provided Wolters Kluwer with documentary evidence of his/her continued student status, in which case the Subscription, with the aforesaid discount, will be renewed once for a period of two years.

#### **Article 6 Retention of title and risk**

- 6.1 All Products supplied to the Buyer continue to be the property of Wolters Kluwer, until the Buyer has paid all amounts he owes Wolters Kluwer. The Buyer, upon demand of Wolters Kluwer, will establish a non-possessory pledge on all goods referred to or otherwise provide security.

6.2 The risk of loss or damage of Products transfers to the Buyer the moment the Buyer has taken actual possession of them.

#### **Article 7 Confidentiality**

7.1 Every party to the Agreement must keep strictly confidential all information in relation to the business operations of the other party that could reasonably be deemed private and confidential, as well as the contents of the Agreement, and only use this information for the execution of the Agreement and limit access to that information to persons who need it for the aforesaid purpose. The Parties guarantee that these persons are obliged to keep confidential the private and confidential information under an employment contract and/or non-disclosure agreement.

7.2 Private and confidential information does not include information that was already in the public domain the moment it became known to the receiving party, or information that became public subsequently, or which the receiving party obtained from a third party without itself being subject to a duty of confidentiality and without the third party being subject to such a duty.

#### **Article 8 Delivery periods**

8.1 None of the (delivery) periods stated or agreed by Wolters Kluwer are final deadlines. Wolters Kluwer will make a proper effort to honour the (delivery) periods as much as possible.

8.2 Wolters Kluwer is entitled to suspend fulfilling its obligations under an Agreement in the event that the Buyer fails to fully meet his (payment) obligations and/or fails to do so in time. Any adverse effects due to the suspension will be for the expense of the Buyer.

#### **Article 9 Complaints and returns**

9.1 Comments or complaints about Services and/or Products must be submitted to Wolters Kluwer within fourteen (14) days of receipt of the relevant Services and/or Products. In the absence of such a notification, any claim against Wolters Kluwer in relation to faults in the Services and/or Products lapses.

9.2 The Buyer can return the Product to Wolters Kluwer within fourteen (14) days of delivery thereof, with the exception of magazines and Products that are delivered on the basis of a Subscription. In the event that the Buyer acts in the exercise of a profession or business, this right to return only applies if the Product was not ordered by the Buyer or the Buyer has received the Product with physical damage to it. The full sales price will be refunded by Wolters Kluwer to the Buyer within 30 (thirty) days of receipt of the returned Product.

#### **Article 10 Execution of Services**

10.1 Wolters Kluwer performs all Services on the basis of a best efforts obligation.

10.2 In the event of changes or additions causing the scope or volume of the agreed Services to change, for example as a result of contract extras, the charges payable for the additional work arising from it shall be determined in accordance with the rates of Wolters Kluwer applicable the moment this additional work is performed.

10.3 If it has been agreed that the Services will be provided by a certain person, Wolters Kluwer is at all times entitled to replace this person by one or more other, equally qualified persons.

10.4 In the event that Wolters Kluwer provides the Service in phases, Wolters Kluwer will be entitled to postpone the work for a phase until the Buyer has approved the results of the previous phase in writing.

#### **Article 11 Training Courses**

11.1 Wolters Kluwer reserves the right to make organisational and/or contents-related changes in the Training Courses, in the event the circumstances give rise to do so, which means, among other things, that Wolters Kluwer is entitled to make changes in the programme, dates or times and to replace speakers. Wolters Kluwer will always notify the Buyer of this as soon as possible.

11.2 The Buyer can send complaints with regard to Training Courses to: Wolters Kluwer Opleidingen, Staverenstraat 15, 7418 CJ Deventer.

11.3 Without the approval of Wolters Kluwer, developing and/or offering similar training programmes on the basis of the Training Course and/or teaching materials provided is not permitted.

11.4 In the event a Training Course is concluded with an exam, it will be subject to examination regulations which will be provided to the Buyer by Wolters Kluwer.

11.5 Wolters Kluwer reserves the right to cancel a Training Course in the event of insufficient registrations.

11.6 The Buyer can only cancel a Training Course in writing.

11.7 In the event of cancellation more than four (4) weeks in advance of commencement of the Training Course, the Buyer will not owe Wolters Kluwer any compensation.

11.8 In the event of cancellation more than two (2) weeks, yet less than four (4) weeks before commencement of the Training Course in question, the Buyer will owe Wolters Kluwer twenty-five percent (25%) of the registration fee.

11.9 In the event of cancellation less than two (2) weeks before commencement of the Training Course, the Buyer will owe Wolters Kluwer one hundred percent (100%) of the registration fee.

11.10 In the event that the Buyer is unable to attend a Training Course, the Buyer is entitled to arrange for a substitute to participate in the Training Course.

## Article 12 Personal data

- 12.1 It is possible that Wolters Kluwer, within the framework of the Agreement, processes personal data of the Buyer within the meaning of the Personal Data Protection Act. These personal data will be processed in accordance with the Privacy Statement of Wolters Kluwer and the applicable laws and regulations.
- 12.2 If Wolters Kluwer processes personal data, this article will apply as a processor's agreement between Wolters Kluwer and the Buyer, in which the Buyer will be designated as responsible party within the meaning of the Personal Data Protection Act and Wolters Kluwer as processor.
- 12.3 Wolters Kluwer will at all times act in accordance with the Personal Data Protection Act and adequately secure the personal data it is provided with. Wolters Kluwer will take the appropriate technical and organisational measures in order to secure the personal data against loss and any form of unlawful processing. These measures, taking into account the prior art and the costs of implementation, will guarantee an appropriate level of security, with a view to the risks involved in the processing and with regard to the nature of the data to be protected. These measures will be, among others:
- 12.3.1 Physical protection and protection of equipment;
  - 12.3.2 Working out a policy document for information security;
  - 12.3.3 Assigning persons responsible for security;
  - 12.3.4 Applying access security (procedures that will provide authorised personnel with access to the information systems and services);
  - 12.3.5 Obligate employees in their employment contracts and/or non-disclosure agreement to keep secret private and confidential information, which in any case includes personal data.
- 12.4 Wolters Kluwer will keep the personal data separate from other information.
- 12.5 The personal data Wolters Kluwer receives from the Buyer will only be processed for the purpose of supplying Services or Products. Without the explicit, approval from the Buyer in writing, Wolters Kluwer will refrain from using the personal data for its own objectives, or those of third parties.
- 12.6 Insofar as Wolters Kluwer engages third parties in the execution of the Agreement, those third parties will be subject to the same obligations as Wolters Kluwer.

## Article 13 Intellectual property rights

- 13.1 All IP rights vested in the Services and/or Products provided within the framework of the Agreement and in the Content are held only by Wolters Kluwer and/or its licensors, unless explicitly agreed otherwise in writing. The provision in this article is a reservation within the meaning of Section 15 , Subsection 1, of the Dutch Copyright Act.
- 13.2 No part of these General Terms and Conditions implies a transfer of IP rights.
- 13.3 The Buyer is not permitted to remove or change any notices regarding IP rights vested in the Products and/or the (results of the) Services.
- 13.4 Wolters Kluwer explicitly does not waive the personality rights referred to in Section 25 of the Dutch Copyright Act.
- 13.5 If the IP rights to (a part of) the Services, Products and/or Content are vested in the licensors of Wolters Kluwer, the Buyer may have to accept the licence provisions and conditions of these third parties in order to use (all functions of) the Services and/or Products. If the Buyer does not want this, the Buyer will forfeit any relevant claim it may have against Wolters Kluwer.
- 13.6 In the event that it has been irrevocably established in court that the Services, Products and/or Content provided by Wolters Kluwer infringe any IP right of a third party, or in the event that, in the opinion of Wolters Kluwer, there is fair chance of such infringement occurring, Wolters Kluwer, if possible, will ensure that the Buyer can continue to use the Service and/or Product (or anything that is functionally equivalent), without interruptions. Any other or further liability or obligation to indemnify on the part of Wolters Kluwer on account of infringement of IP rights of a third party is entirely excluded.

## Article 14 Warranty and indemnification

- 14.1 Every use of the Services and/or Products is at the risk and responsibility of the Buyer.
- 14.2 The Buyer guarantees that he will refrain from using the Services and/or Products:
- 14.2.1 in a way that infringes the rights of Wolters Kluwer or of third parties or in another unlawful manner, including the IP rights and privacy protection rights;
  - 14.2.2 contrary to applicable laws or regulations; and/or
  - 14.2.3 contrary to a provision of the Agreement.
- 14.3 The Buyer indemnifies Wolters Kluwer against all third-party claims, damage and costs arising from and/or in connection with and/or which are the result of a breach of the aforesaid guarantee by the Buyer.

## Article 15 Liability

- 15.1 Within the framework of the formation and/or execution of the Agreement, Wolters Kluwer cannot be held liable for damage or loss by virtue of an (attributable) failure in the performance of the Agreement, unlawful act or other ground, except as provided for in the paragraphs of this article below.
- 15.2 The total liability of Wolters Kluwer on account of attributable failure in the performance of the Agreement, an unlawful act or otherwise, which explicitly includes every failure in the performance of a warranty obligation agreed with the Buyer, will be limited to compensation of the direct damage, subject to the maximum amount paid, or should have been paid, to Wolters Kluwer for the relevant Product or the relevant Service, assuming one

- (1) year of the relevant Service in the event of continuing performance contracts. In no case will the total liability of Wolters Kluwer under the Agreement, for whichever reason, exceed the amount of one million Euros (€ 1,000,000). The exclusions and limitations of liability for Wolters Kluwer referred to above also apply with regard to any warranties and obligations to indemnify of Wolters Kluwer.
- 15.3 Direct damage or loss is solely taken to mean:
- 15.3.1 reasonable costs incurred by the Buyer in order to ensure that the performance of Wolters Kluwer meets the requirements of the Agreement;
  - 15.3.2 reasonable costs incurred to prevent or limit the direct damage or loss which could be expected as a result of the event on which the liability rests; and
  - 15.3.3 reasonable costs incurred to establish the cause of the damage, the liability, the direct damage or loss and the method of remedy.
- 15.4 Every liability of Wolters Kluwer for damage or loss other than direct damage or loss, such as consequential damage or loss, derivative loss and immaterial damage are fully excluded. Within this context, consequential damage or loss in any case includes: lost profits, lost savings, reduced goodwill, damage due to business interruptions, losses, costs incurred to prevent or establish consequential damage or losses, the loss of, exchange of or damage to electronic data and/or damage due to delays in the transport of data traffic and all damage or loss other than those referred to in article 15.3.
- 15.5 This article does in no way limit the liability of Wolters Kluwer for damage or loss as a result of intent or wilful recklessness on the part of Wolters Kluwer itself.
- 15.6 Condition to the right to any compensation of damage will at all times be that the Buyer notifies the existence thereof as soon as possible after it has occurred and that Wolters Kluwer will be given a reasonable term to remedy the situation, as well as that the provisions of article 16.2 (notice of default) have been met. Every right to compensation of damage by virtue of this article lapses if the Buyer, within three (3) months of the moment on which the damage manifested itself for the first time, has failed to unambiguously claim compensation for damage, in writing.

## Article 16 Termination

- 16.1 The Buyer cannot terminate or dissolve the Agreement on grounds other than those set out in the paragraphs below.
- 16.2 Either Party, without a notice of default in writing or judicial intervention being required and without being obliged to pay any damages or compensation, is entitled to partially or fully terminate the Agreement in writing with immediate effect, in the event that the other Party applies for a moratorium on payments, files its own petition for bankruptcy, a petition for bankruptcy has been filed against the other Party or the other Party has been declared bankrupt, the company of the other Party is wound up or discontinued for reasons other than a merger of companies, a substantial part of the assets of the other Party has or will be seized, or in the event the other Party must no longer be deemed able to fulfil its obligations.
- 16.3 Both Wolters Kluwer and the Buyer are entitled to partially or fully terminate the Agreement in the event that the other Party attributably fails in the performance of his obligations under the Agreement and, following a proper, notice of default in writing with as much detail as possible, issued by registered post with a reasonable term of at least 30 (thirty) days to remedy the situation, continues to attributably fail in the performance of his obligations under the Agreement.
- 16.4 Wolters Kluwer is entitled to terminate the Agreement, partially or otherwise, if and from the moment that the Service or the Product which delivery is subject of the Agreement is no longer available, has been taken off the market or has otherwise become (permanently) unavailable.
- 16.5 In the event that, from the moment of termination as referred to in this article, performances have already been delivered to the Buyer as part of the execution of the Agreement, these performances and related payment obligations cannot be undone, unless Wolters Kluwer is in default with regard to those performances. Amounts invoiced by Wolters Kluwer prior to the termination in connection with any performance or delivery as part of the execution of the Agreement continue to be payable and become immediately due and payable from the moment of termination.
- 16.6 Articles that, with a view to their nature, are intended to continue to apply after the end of the Agreement remain in full force upon termination of the Agreement.

## Article 17 Miscellaneous

- 17.1 The General Terms and Conditions, the Agreement and every use of Products and/or Services are governed by Dutch law. The applicability of the Vienna Sales Convention (CISG) is explicitly excluded.
- 17.2 Disputes between Wolters Kluwer and the Buyer will exclusively be submitted to the court that has jurisdiction within the district of The Hague.
- 17.3 In the event that any provisions in these General Terms and Conditions are void or voided, the remaining provisions will remain unimpaired. In that case, Wolters Kluwer will decide on a new provision to replace the void/voided provision, the purport and meaning of this replacement provision will be as close to the original provision as possible.
- 17.4 Wolters Kluwer will be entitled to engage third parties for the execution of the Agreement.
- 17.5 The rights and obligations under the Agreement cannot be (sub)licensed or transferred by the Buyer to a third party, unless Wolters Kluwer has granted its explicit approval to do so in writing. Wolters Kluwer will not withhold this approval without reasonable grounds.

- 17.6 Wolters Kluwer can (sub)license or transfer the rights and obligations under the Agreement to a third party, without the approval of the Buyer.
- 17.7 Wolters Kluwer at any one time failing to invoke a right or power it is entitled to under the Agreement or by virtue of the law does not mean that Wolters Kluwer waives this right or power.

## CHAPTER 2 - ONLINE PRODUCTS

In addition to the general provisions of chapter 1, the provisions referred to in this chapter 2 are applicable in the event Wolters Kluwer supplies Online Products to the Buyer. In the event of discrepancies between the provisions of chapters 1 and 2, the provisions of chapter 2 prevail.

### Article 18 Right of use

- 18.1 Subject to the condition of full and prompt payment by the Buyer of the charges payable for the Online Products, Wolters Kluwer grants the Buyer the non-exclusive, non-transferable and non-sub-licensable right to use the Online Products and their Content for a limited period of time in accordance with the provisions of the Agreement. Without prejudice to the remaining provisions of the Agreement, the Buyer's user right, in accordance with the instruction and specifications of Wolters Kluwer, entitles the Buyer to:
  - 18.1.1 access the Online Products and their Content remotely;
  - 18.1.2 visualise and consult the Content of the Online Product and to have it function;
  - 18.1.3 store or print non-substantial parts of the Content;
  - 18.1.4 copy Content from the Online Product by way of quotation (with due observance of Section 15a of the Dutch Copyright Act) into documents that are produced, used or sent within the framework of the normal operations of the Buyer.
- 18.2 The Online Products may only be used by the Buyer for his own business operations and only by the agreed number of Users. The Buyer will not make the Online Products available to third parties.
- 18.3 Except insofar as allowed by virtue of mandatory law, the Buyer is not permitted to modify, translate, reproduce, decompile, reverse-engineer or merge the Online Products with other work or create works derived from them.
- 18.4 The Buyer must provide Wolters Kluwer and third parties appointed by Wolters Kluwer access to the space where the Online Product is located and/or used in order to allow them to inspect whether it is used in accordance with the user right granted.

### Article 19 Implementation, new versions and maintenance

- 19.1 The Buyer agrees that he provides and furnishes Wolters Kluwer with all the access, assistance, data and materials required by Wolters Kluwer in order to properly provide access to the Online Products.
- 19.2 Unless otherwise agreed, Wolters Kluwer may keep the Online Products, or one or multiple parts thereof, temporary offline and/or restrict the use thereof if this is considered necessary by Wolters Kluwer, for example for the purpose of preventive maintenance or making corrections or adjustments. Wolters Kluwer will notify the Buyer of the temporary unavailability or the restricted use of Online Products as soon as possible, should this reasonably have a substantial effect on the business operations of the Buyer. In the event of emergencies, as a result of which Online Products must be taken offline with immediate effect or the use of Online Products must be restricted, Wolters Kluwer will notify the Buyer thereof as soon as reasonably possible.

### Article 20 Warranties

- 20.1 Wolters Kluwer does not guarantee that Online Products are free from faults and will work without interruptions. Wolters Kluwer does not issue any guarantees for a certain purpose or a certain use.
- 20.2 Wolters Kluwer cannot be held responsible for the purchase and/or the proper functioning of the infrastructure of the Buyer or of third parties. Wolters Kluwer cannot be held liable for damage or costs caused by errors in the transmission and by the failure of computer, data or telecommunication facilities, or the poor performance or unavailability thereof, including the Internet.
- 20.3 The Buyer is responsible for meeting all technical and functional requirements that may be set by Wolters Kluwer and which are needed to use the Online Products.

### Article 21 Login Details and Users

- 21.1 In order to use the Online Products, the Buyer needs Login Details.
- 21.2 The Buyer is responsible for keeping the Login Details secret. As soon as the Buyer realises or has reason to suspect that his Login Details are in the hands of unauthorised parties, the Buyer must immediately notify Wolters Kluwer thereof, without prejudice to the Buyer's own responsibility to take immediate and effective action, for example by changing his Login Details. The Buyer will at all times be responsible and liable for the use of Content and Online Products by third parties via the Login Details of the Buyer. The Buyer indemnifies Wolters Kluwer for all damage and costs arising from and/or in connection with the use of Content and/or Online Products by third parties via the Login Details of the Buyer.
- 21.3 The Buyer is responsible and liable for all use of Online Products by Users and guarantees that the Users will comply with the provisions set out in the Agreement.

## CHAPTER 3 - SOFTWARE

In addition to the general provisions of chapter 1, the provisions referred to in this chapter 3 are applicable in the event Wolters Kluwer supplies Software to the Buyer, other than Online Products. In the event of discrepancies between the provisions of chapters 1 and 3, the provisions of chapter 3 prevail.

### Article 22 Right of use


- 22.1 Subject to the condition of full and prompt payment by the Buyer of the charges payable for the Online Products, Wolters Kluwer grants the Buyer the non-exclusive, non-transferable and non-sub-licensable right to use the Software in accordance with the provisions of the Agreement. Without prejudice to the remaining provisions of the Agreement, the Buyer's user right, in accordance with the instruction and specifications of Wolters Kluwer, entitles the Buyer to:
- 22.1.1 Download the Software and/or install it on a computer of the Buyer, in order to make it available for use by Users;
  - 22.1.2 Load the Software and prepare it for use by Users;
  - 22.1.3 Visualise and consult the Software and to have it function by means of a computer or similar equipment.
- 22.2 The user right is provided for a period of twelve (12) months, unless otherwise agreed. Following expiry of this period, it is tacitly renewed by a period of twelve (12) months, unless the Buyer terminates the Agreement in writing, with due observance of a notice period of three (3) months before the end of the current period. The user right is always limited in time.
- 22.3 In the event use of the Software has been agreed on a single computer, the Software, in the event of a breakdown of that computer, can be used on a different computer for the duration of that breakdown.
- 22.4 The Software may only be used by the Buyer for his own business operations and only by the agreed number of Users. The Buyer will not make the Software available to third parties.
- 22.5 If the Software is used by persons, devices and/or infrastructure other than agreed or if the number of persons, devices and/or infrastructure using the Software exceeds the agreed number, the Buyer is obliged to pay the sum charged by Wolters Kluwer for that excess in use, without prejudice to the right to terminate the Agreement and/or claiming compensation.
- 22.6 The Buyer must follow the instruction and directions of Wolters Kluwer with regard to the Software, which includes the installation of any patches and updates for the Software.
- 22.7 Except insofar as allowed by virtue of mandatory law, the Buyer is not permitted to modify, translate, reproduce, decompile, reverse-engineer or merge the Software with other software or create works derived from it.
- 22.8 Wolters Kluwer reserves the right to incorporate technical protection measures in the Software. The Buyer is not permitted to bypass these technical protection measures or to offer means for that purpose.
- 22.9 Except in the event that Wolters Kluwer issues a spare copy of the Software to the Buyer, the Buyer is entitled to (make and) keep one backup copy of the Software.
- 22.10 Immediately after expiry of the right to use the Software, the Buyer must discontinue the use thereof and return all copies of the Software in his possession to Wolters Kluwer.
- 22.11 The Buyer is responsible and liable for all use of the Software by Users and guarantees that the Users will comply with the provisions set out in the Agreement.
- 22.12 The Buyer must grant Wolters Kluwer and third parties appointed by Wolters Kluwer access to the space where the Software is located and/or used in order to allow them to inspect whether it is used in accordance with the user right granted.

### Article 23 Implementation, new versions and maintenance

- 23.1 Wolters Kluwer, subject to conditions to be agreed, will install and/or implement Software at the Buyer, if and insofar as this has been agreed in writing. In the event that the Buyer wishes to enter into a maintenance agreement for the Software, he can submit a request to that end to Wolters Kluwer. Wolters Kluwer may decide to issue new versions of the Software. In the event that Wolters Kluwer issues new versions of the Software, Wolters Kluwer shall notify the Buyer thereof. The Buyer is not obliged to buy new versions, yet at the same time acknowledges that Wolters Kluwer, with regard to outdated versions, is not obliged to offer maintenance services and is entitled to discontinue current maintenance obligations without becoming liable to pay compensation to the Buyer.

### Article 24 Warranties

- 24.1 Wolters Kluwer does not guarantee that the Software is free from faults and will work without interruptions. Wolters Kluwer does not issue any guarantees for a certain purpose or a certain use.
- 24.2 In the event that the Software does not meet the written specifications, Wolters Kluwer will make an effort to rectify any faults within three (3) months of delivery or acceptance of the Software, subject to the conditions that these faults have been described in detail and reported within the aforesaid period, in writing. This guarantee does not include:
- 24.1.1 solving faults in the Software which, in all reasonableness, could not have been foreseen;

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- 24.1.2 the flawless functioning of the Software in combination with other equipment and/or software which does not originate from Wolters Kluwer;
  - 24.1.3 solving interruptions in the Software that cannot be reproduced;
  - 24.1.4 solving interruptions in the Software that are attributable to the Buyer, for example because the interruptions are due to the computer system of the Buyer; and/or
  - 24.1.5 the recovery of any corrupted or lost data.
- 24.3 A rectification as referred to in article 24, paragraph 2, will be carried out free of charge, unless it concerns user errors, improper or unauthorised use by the Buyer or other causes that cannot be attributed to Wolters Kluwer.
- 24.4 The guarantee commitment lapses in the event the Buyer or third parties modify the Software without the approval of Wolters Kluwer in writing.
- 24.5 Wolters Kluwer cannot be held responsible for the purchase and/or the proper functioning of the infrastructure of the Buyer or of third parties. Wolters Kluwer cannot be held liable for damage or costs caused by errors in the transmission and by the failure of computer, data or telecommunication facilities, or the poor performance or unavailability thereof, including the Internet.
- 24.6 The Buyer is responsible for meeting all technical and functional requirements that may be set by Wolters Kluwer and which are needed to use the Software.
- 24.7 The Buyer is responsible and liable for all use of the Software by Users and guarantees that the Users will comply with the provisions set out in the Agreement.