

Terms of Service Copernica BV

These Terms of Service are applicable until 1-10-2016 only.

The current Terms of Service are available at:
<https://www.copernica.com/en/about-us/terms-of-service>

Article 1 Definitions

The Terms of Service employ the following definitions both in singular and plural form.

1.1 Terms of Service: the terms of service in question, regardless of the form in which they are presented (on paper or electronically, for example on the Copernica website or cd-rom).

1.2 Client: the party to whom Copernica BV directs an offer, with whom Copernica BV has closed an agreement or on whose behalf action is/will be undertaken, on which ground Products or Services are rendered to this party.

1.3 Products: all items subject to an offer, agreement or other transaction between Copernica BV and Client.

1.4 Services: all employment and activity subject to an offer, agreement or other transaction between Copernica BV and Client.

Article 2 Application of Terms of Service

2.1 The Terms of Service apply to and are part of all offers, agreements and other transactions, regardless if they are transmitted orally, in writing, electronically or in another form, concerning the delivery of Products and/or Services by Copernica BV to or for Client.

2.2 The Terms of Service apply also to Products and/or Services which Copernica BV has contracted in whole or partially from third parties, processed or unprocessed, and delivers on to Clients. As well as Products and/or Services which Copernica BV delivers to Client through a third party as part of an offer, agreement or transaction.

2.3 Deviations to the Terms of Service are valid only if they have been agreed upon explicitly in writing by both Copernica BV and Client.

2.4 Copernica BV explicitly denies the application of possible general (buyer)conditions by Client.

2.5 Should any part of the Terms of Service be declared invalid or annulled, the other articles remain in effect without loss of value or validity.

Article 3 Offer and agreement

3.1 All offers by Copernica BV are free of obligations unless stated otherwise explicitly in writing.

3.2 Offers by Copernica BV are valid for the time allotted in the offer. If no time is allotted, the offer stands for 2 (two) weeks from the day it was offered.

3.3 Agreements are entered upon when Copernica BV accepts the assignment offered by Client, or when Copernica BV proceeds to execute said assignment.

Article 4 Prices and rates, extra work

4.1 All prices and rates referred to by Copernica BV are in euro's unless it is stated differently explicitly in writing.

4.2 All prices and rates referred to by Copernica BV are exclusive of Dutch VAT and any other commissions charged by government, as well as exclusive of transport and delivery costs or travel and stay costs, unless stated differently explicitly in writing.

4.3 Copernica BV has the right to change its prices and rates at any time. Unless stated explicitly in writing that prices and rates are valid for an allotted period of time, price changes for the delivery of Products and/or Services become valid 2 (two) months after they have been announced.

4.4 Should Client not agree to a change of prices or rates announced by Copernica BV, Client has the right to terminate the agreement with Copernica BV valid from the date of the new prices or rates, by notifying Copernica BV in writing within 8 (eight) days after the announcement.

4.5 Should a deviation from the original agreement between Copernica BV and Client be entered upon in conference with Client, any and all costs involved in the extra work will be charged to Client against the prices and rates valid at that moment.

Article 5 Payment

5.1 Client must pay invoices from Copernica BV within the term of payment stated on the invoice. Should a term of payment not be defined on the invoice, a period of 14 (days) stands to fulfil payment.

5.2 Client may not appeal to any form of postponement, settlement or deduction of payment.

5.3 Copernica BV has the right at any time to demand (partial) advance payment on the delivery of Products and/or Services, for example by means of granted automated billing, and to postpone delivery of Products and/or Services until said payment is received. Copernica BV is further entitled to demand security of payment in a manner determined by Copernica BV, for example a bank guarantee. Copernica BV will in such a case deliver Products and/or Services only after said security has been provided.

5.4 If Client does not fulfil payment on any invoice from Copernica BV within the term of payment, Client is automatically in omission, without need for injunction or proof of default. Copernica BV holds the right to charge legal interest on the amount due without further notice.

5.5 If Client does not fulfil payments due, plus legal interest, after proof of default Copernica BV may outsource the demand of payment. Client is then liable for both the original payment due and legal interest and any and all legal and non-legal costs involved. The height of these costs is at least 15% of the amount due.

5.6 If Client is not able to fulfil payments due, plus legal interest, after proof of default, Copernica BV can withhold the provision of Products and/or Services. The obligation of payment stands.

Article 6 Delivery, risk and property

6.1 Terms of delivery on Products and/or Services by Copernica BV are guidelines and therefore never fatal, unless specifically agreed upon in writing.

6.2 The risk of loss or damage to the Products which are subject to an agreement between Copernica BV and Client, transfer to Client on the moment the Products in question are submitted to the power of Client or a deputy of Client.

6.3 Client should check all Products for possible defects or faults directly after delivery.

6.4 All goods delivered to Client remain property of Copernica BV until Client has fulfilled in full all payments due Copernica BV, including interest and extra costs, as defined under article 5.4 and 5.5. Where there is explicit agreement upon the granting or transfer of certain rights, these are always granted or transferred under the condition that costs involved are paid in full and on time.

Article 7 Advertisement

7.1 All objections of Client to an invoice of Copernica BV or an automated withdrawal performed by Copernica BV must be reported in writing to Copernica BV within 14 (fourteen) days of facturation date or date of automated withdrawal, after which time the invoiced or withdrawn amount counts as the validated amount due for payment.

7.2 If Client is of the opinion that a Product and/or Service provided by Copernica BV does not comply with the agreement between parties, Client must notify Copernica BV thereof in writing within 14 (fourteen) days after delivery, or 14 (fourteen) days after the supposed defects could have been reasonably known to Client.

Article 8 Intellectual property

8.1 All rights of intellectual property concerning Products and/or Services as well as designs, programming, documentation and all other materials developed and/or used in the preparation and execution of the agreement between Copernica BV and Client, or come forth from this agreement, are preserved to Copernica BV or its suppliers. The delivery of Products and/or Services does not grant any transfer of the rights of intellectual property.

8.2 Client begets only a non exclusive and non transferable right of use on the Products and results of Services rendered for the agreed upon targets. Client will observe the conditions agreed upon for usage of said Products and/or Services in the Terms of Service or otherwise imposed on Client. Client will not use the Products or results of Services rendered for unlawful actions or actions in violence of Internet netiquette.

8.3 Client will not, in part or in whole, publish, multiply or offer to third parties any Products and/or results of Services without written permission from Copernica BV in advance.

8.4 Client will not, in part or in whole copy, have copied, recreate or attempt to recreate Products without written permission from Copernica BV in advance.

8.5 Client will not remove or change indicators from Copernica BV or its suppliers concerning copyright, brands, tradenames or other rights of intellectual property.

Article 9 Provision of data by Client

9.1 Client will always provide Copernica BV timely and completely with requested data and all other information required for the delivery of Products and/or Services.

9.2 Client is responsible for the information under Article 9.1 being complete and correct, as well as having the right to give the information to Copernica BV for the purpose of delivery of Products and/or Services. Client indemnifies Copernica BV against any third party liability in these matters.

9.3 If Client provides data to Copernica BV which can be categorised as personal data or contact details, Client guarantees that this data meets with currently held laws for the protection of personal data and that the use and alteration of this data by Copernica BV is permitted. Client indemnifies Copernica BV against any third party liability in these matters.

Article 10 Secrecy

10.1 Parties hold themselves bound to secrecy regarding all confidential information which they receive from the other party. Parties extend this secrecy to their employees and any third parties concerned in the execution of agreement between parties.

10.2 Information is regarded as confidential when at least one of the parties has indicated as such.

Article 11 Liability Copernica BV

11.1 The legal liability of Copernica BV for accountable shortcoming in upholding the agreement is limited to compensation of Client for direct damages up to a maximum amount of the compensation agreed upon in their agreement. If the agreement is for longer than one year, the agreed compensation is set at the total amount of compensation as

agreed upon for the year in which the shortcoming takes place. In no case will the total compensation for direct damages be more than € 2.000,- and in case of damages such as physical damage or business damage, no more than € 4.000,- per event, in which a sequence of events is considered as one event.

11.2 As direct damages only those costs are considered which Client has reasonably had to make to recover from or compensate for the shortcoming of Copernica BV to bring the delivered Product or Service up to the standard of the agreement, as well as any reasonable costs Client has had to make to prevent or restrict damage and reasonable costs to determine cause and size of said damage. If Copernica BV and Client have agreed upon a term of delivery explicitly in writing, the costs Client has to reasonably make for making provisions when Copernica BV does not deliver on time, minus any possible savings, also count as direct damages.

11.3 Any liability of Copernica BV for indirect damages, including but not limited to causal damage, loss of profit or loss of returns, is excluded.

Article 12 Circumstances beyond control

12.1 There is no accountable shortcoming of Copernica BV when the circumstances are beyond its control.

12.2 If the period of circumstances beyond control has lasted more than 60 (sixty) days successively, Client has the right to disband the agreement in writing outside of court, without Copernica BV being held to any compensation for damages met by Client as a result of the disbandment. Copernica BV remains in right of all payments on Products and/or Services due by Client up until the moment of disbandment.

Article 13 Termination

13.1 Each party has the right to terminate the agreement outside of court if the other party is accountably shortcoming in upholding material obligations which are part of the agreement and if such shortcoming, after having been proven of default in writing, is not recovered from within a reasonable timeframe. Termination does not release Client from payment obligations for Products and/or Services already delivered by Copernica BV, unless Copernica BV is in omission of said Product or Service.

13.2 Copernica BV has the right to terminate an agreement effective directly, without further proof of default required and without Copernica BV thereby begetting any obligation of damages towards Client, if Client is under temporal or definite suspension of payment, if bankruptcy has been filed by Client, if (part of) Client's affects have been placed under seizure or if Client's corporation is terminated.

13.3 Directly after terminating an agreement, for any reason, Client will terminate to make use of any and all Products and/or Services and return any and all possession of programming, documentation and other materials which they have been provided with under the agreement.

Article 14 Employees

14.1 Client will provide employees of Copernica BV active in the delivery of Products and/or Services at the offices of Client with all necessary support and means to perform their duties.

14.2 Client is not permitted for the duration of the relationship between Client and Copernica BV as well as 1 (one) year in duration of that period to employ employees of Copernica BV directly or indirectly without explicit written permission from Copernica BV. Employees of Copernica BV are all persons in the service of Copernica BV or one of Copernica BV's allied enterprises or persons who have been employed at Copernica BV or one of Copernica BV's allied enterprises no longer than 6 (six) months ago.

14.3 If Client violates Article 14.2 Client is directly liable in favour of Copernica BV a fine of 25.000 euro per violation as well as 1.000 euro per day that Client is in violation of the article, without further summation or proof of default, upholding the right of Copernica BV to demand full satisfaction of damages from Client.

Article 15 Disputes

15.1 Offers, agreements and other actions concerning delivery by Copernica BV of Products and/or Services is upheld under Dutch law.

15.2 Disputes between Copernica BV and Client resulting from or related to offers, agreements and other actions concerning delivery of Products and/or Services by Copernica BV will be presented to the Arrondissement Haarlem in case of exclusion.

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