

General Terms & Conditions Dropsolid N.V.

Applicability

Dropsolid nv (hereinafter referred to as 'Dropsolid') is a company whose core activities include, but are not limited to, designing and developing websites - a collection of internet pages on the world wide web, which provide information (content) about a certain organisation or specific topic.

The Client is the contracting party (natural or legal person) with whom Dropsolid enters into an agreement.

The General Terms and Conditions of Dropsolid apply to all deliveries by Dropsolid, unless explicitly stated otherwise in a written agreement concluded between Dropsolid and the Client.

By signing the agreement or the order form, the Client declares to know these General Terms and Conditions and accept them.

To the extent that the conditions of the General Terms and Conditions deviate from the conditions of the order form and/or agreement, the conditions of the order form and/or agreement take precedence.

Quotations

Unless stated otherwise in the quotation, any quotation provided by Dropsolid are valid for 21 calendar days.

Quotations must be considered in their entirety. Dropsolid is by no means obliged to execute part of the quotation for a prorated price of the quotation.

A quotation, order confirmation or order form that is signed by the Client will be considered a binding agreement.

Execution of the agreement

All parties will always execute the agreement to the best of their abilities, in good faith and according to the codes of practice.

The Client must ensure that all data and details of which Dropsolid indicate that they are essential or of which the Client needs to understand that they are necessary for the execution of the agreement (including but not limited to the details prompted on the registration form, code, databases, server details, wireframes, design elements and other relevant information), are communicated to Dropsolid in time. If this does not happen, Dropsolid has the right to suspend the agreement and/or charge the Client with the extra costs that result from the delay.

Dropsolid uses the details provided by the Client as a starting point. Should it appear that these details are incorrect or incomplete, Dropsolid cannot be held responsible for any damage resulting from this information.

If necessary, changes to the agreement can be made following explicit written confirmation from both parties. Any potential financial consequences are at the expense of the Client.

Supplementary assignments and services that the Client requests/orders from Dropsolid and fall outside the agreement, will be charged at a fee.

Dropsolid reserves the right to use third parties to carry out the agreement or parts of the agreement.

Neither Dropsolid nor the Client are entitled to transfer their rights and obligations arising from the agreement to a third party without prior written consent from the other party.

In case the agreement is executed in stages, Dropsolid can suspend a stage until the Client has approved the previous stage in writing.

If any of Dropsolid's employees are required to work on the Client's premises, the Client will provide all the required facilities free of charge.

All agreements by default lead to an efforts agreement, and not to an obligation of result unless agreed otherwise in a fixed price Statement of Work.

In case of payment delay on behalf of the client, Dropsolid always has the right to take the website offline and to stop all services. This after written notification and after a payment delay of +30 days.

Delivery and delivery period

The delivery and delivery period of the products and services are determined by mutual agreement, taking into account the size and complexity of the work.

If no explicit time frame is agreed upon within the framework of the agreement, Dropsolid will aim to carry out the work within a time frame that is deemed reasonable.

If the Client requests changes or extra tasks, which are subsequently accepted for implementation by Dropsolid, the delivery period will be extended by the time that is reasonably considered necessary to execute these changes and/or extra tasks.

Dropsolid will start executing the products and/or services agreed upon as soon as possible following receipt of the completed registration form and payment of the advance payment invoice (if applicable) by the Client.

Dropsolid has the right to suspend the commencement or continuation of the implementation as long as the (advance) invoice has not been paid.

Should Dropsolid be incapable of meeting its obligations within the delivery period or if the reasonable period has been exceeded, the Client can declare Dropsolid to be in default, in which case the Client must grant Dropsolid an extra term of no less than 30 (thirty) calendar days to meet their obligations. Such a notice of default must reach Dropsolid both by email and by registered letter.

Dropsolid will deliver the website environment to the Client by sending an email with the link that provides access to the website, which will be developed both in terms of design and technical architecture.

Guarantee period

From the moment the development is finished and an internal Q&A is performed the guarantee period of 20 working days starts. When a training is foreseen, the guarantee period starts the day after the internal training. It's normal that bugs will appear during development in a website. The purpose of this period is that bugs are fixed for free when these are found by the client within this period. The guarantee period is installed to have a fallback scenario. This guarantee period is installed to avoid missing agreed functionality or bugs to fix for free. Testing should also be made by the client, not only by Dropsolid.

Helpdesk

Standard agreement: If a support clause is included in the agreement, the Client will be granted the right to make use of the Dropsolid help desk. The help desk will be available via email and phone during the hours stated in the support agreement. Calling on the Dropsolid support help desk does not imply any obligation of results. If Dropsolid decides that the Client puts too much strain on the help desk, Dropsolid reserves the right to deny the Client access to the help desk. Such this decision be made, the Client has no right to any compensation, financial or otherwise.

Managed service contract: If a managed services contract has been concluded, the conditions therein precede the previous section in these general terms and conditions.

CMS and Web design

All administration screens and pages which are not listed in the design, will become standard Drupal pages. Dropsolid assumes that any site functionality or behaviour that is not explicitly described, will follow the rules and practices of standard Drupal functionality, unless stated otherwise in the quotation and/or agreement.

If decision regarding style, font and layout are left up to Dropsolid, any changes to the design proposed by Dropsolid will be charged to the Client.

The Client will state their design expectations and needs during an initial workshop, kick-off meeting or in writing (using a questionnaire provided by Dropsolid), depending on Dropsolid's preferred method. Based on this input, Dropsolid will create an initial design draft. After receiving the preliminary design, the client can formulate / transfer his comments (bundled feedback) once (unless otherwise agreed in a statement of work). Dropsolid will take this into account as much as is reasonably possible. Changes can only be carried out within the allocated budget of the agreement. Dropsolid reserves the right to reject suggested changes without further motivation. Unless agreed otherwise in the agreement, there will be one design revision round. If the Client wishes to carry out any further changes after the revision round, the additional work will be carried out on Time & Materials (T&M) basis. If no questions or feedback are provided to Dropsolid within ten (10) working days of delivery of the draft design, Dropsolid will presume that the design meets all of the client's expectations and Dropsolid will proceed the development process accordingly.

The Client will not have any exclusive right over design or website code or other website elements, unless explicitly agreed otherwise with Dropsolid.

The websites will be written in an SEO-ready manner, which means that Dropsolid commits to delivering a website which is ready for Search Engine Optimization, in order to make a webpage rank high in the results of online search engines. The Client must be aware that this does not guarantee that the website will indeed rank highly. Dropsolid can provides the necessary tools, but the Client is responsible for using them in an appropriate manner and for the end result.

Personal training

If the agreement contains a training clause, the Client will have the right to certain training provided by Dropsolid or a Dropsolid-appointed consultant or trainer. A standard website

training consists of a two-hour high-level explanation and hands-on workshop for the webmaster.

The training session will be scheduled into the diary within 20 (twenty) working days after the website delivery. The client is responsible for planning this training with Dropsolid.

Duration and termination of the agreement

A registered letter will be considered to have been received within 3 (three) working days after its sending (date as per postmark).

Any notice period will commence on the first day of the month following the month of receipt of a registered letter.

The design and development of a website by Dropsolid is regarded as a one-time commitment and has no duration, unless agreed otherwise.

In case of an agreement concerning services of an indefinite time period which are subject to a one-month notice period, the notice will have to be served to the other party by e-mail and registered letter. The notice period will commence on the first day of the month following the month in which the registered letter is received.

Dropsolid reserves the right to, without any notice of default or judicial intervention and with immediate effect, terminate the agreement, without any compensation being due to the Client and without prejudice to the right of Dropsolid to claim damages, when one of the following situations occur:

- a) the Client fails to make payment when due; +30 days delay;
- b) the Client fails to comply with the terms of the agreement concluded between the parties, including the General Terms and Conditions;
- c) the Client is guilty of fraud or grave (professional) misconduct, which makes further cooperation, in Dropsolid's opinion, impossible;
- d) the Client has been declared bankrupt, has applied for deferral of payment, has started a procedure to judicial reorganization or has submitted an application for this purpose or lost its free control over its assets or is in financial difficulty. This can emerge from seizures or cessation of activities, or failure to honour obligations in the context of social security and financial affairs;
- e) When materials that were to be delivered by the Client (code, databases, servers, wireframes, or other information) are not made available to Dropsolid, and Dropsolid is unable to start or continue their work.

When the agreement is terminated by Dropsolid as a result of situations a), b), c), d) and e) of the previous paragraph, or in case the Client terminates the agreement, the Client is bound to pay Dropsolid a fixed compensation equal to 100% of repayments not yet due for the current period. If it is not a contract with repayments and current periods, the client owes Dropsolid a lump sum compensation of:

- 40% of the total amount of the agreement if this occurs before the commencement of the work by Dropsolid;
- 100% of the total amount of the agreement if this occurs after the commencement of the work by Dropsolid.

Dropsolid cannot be held liable when it is unable to meet its obligations due to force majeure.

When the force majeure is temporary, Dropsolid will try to meet its obligations from the moment this is reasonably possible.

Prices and payment

Unless stated otherwise, all prices quoted are excluding VAT.

The moment Dropsolid's order form is signed by the Client, a binding agreement is created and the Client has an obligation to pay.

Unless explicitly mentioned otherwise (i.e. in the agreement's payment terms), the agreed price of the entire project is payable upon signing of the agreement and Dropsolid reserves the right to invoice the Client entirely or partially upon signing the agreement.

Services that are subject to monthly invoicing, are payable in advance (unless stated otherwise in the agreement's payment terms) and can be invoiced by Dropsolid prior to the start of the calendar month allocated to the delivery of the services.

If a meeting can only take place at the customer, a transport cost of € 1 / km (round trip) will be charged.

Invoices are to be paid in full within 14 days of receipt, unless a different maturity date is explicitly stated otherwise in the invoice.

In case the Client exceeds the time frame of his payment terms, the Client will be liable (by operation of law and without notice of default) to pay an interest rate of 12% per year and additional compensation of 10%, with a minimum of 125 EUR.

If the client fails to pay an outstanding invoice by the end date specified by the payment terms, this may be considered by Dropsolid as a breach of contract by the Client, as per the conditions of the duration and termination of the agreement chapter of the General Terms and Conditions.

If the Client feels that the amount invoiced is incorrect or unwarranted, the Client will inform Dropsolid within 8 (eight) days after receipt of the invoice. Objection, of any kind, by the Client shall not suspend the obligations (including payment obligations) of the Client.

From the moment the Client exceeds the term of payment and/or other provisions in the agreement and/or does not comply with the terms and conditions, Dropsolid has the right to take the website offline.

Ownership and retention of title

Dropsolid has explicit retention of title. The Client will become owner of and/or gets the right of use on the delivered goods and/or services (i.a. website, template under license, database, training video, texts, codes, files, IP) from the moment the obligations towards Dropsolid (including all payment obligations) have been fulfilled.

The Client accepts never to be the owner of the platform (PaaS) the application is built on.

The Client does not have the right to use goods/services provided by Dropsolid with the view to (re)selling them, unless otherwise agreed.

Copyright and intellectual property

None of the material produced by Dropsolid may be edited or used in any other websites other than for which it was initially intended without Dropsolid's explicit consent.

Dropsolid's ideas, concepts or designs stay property of Dropsolid, unless expressly otherwise agreed in writing. In the latter case Dropsolid can stipulate remuneration. If there's a breach of the right of property, Dropsolid has the right to charge a proportionate fee.

Dropsolid will retain the right to use any knowledge acquired pursuant to the performance of the work for other purposes, to the extent that this does not involve disclosing any confidential information to third parties.

Deficiencies

Delivery of the website to the Client takes place by sending an email with the link that provides the Client with access to the website. The Client has 20 days after delivery of the website to report clearly described faults regarding the delivered products/services to Dropsolid, whereupon Dropsolid will try to correct these faults, if Dropsolid deems it appropriate, taking into account the provisions of the agreement concluded between the parties.

During this period, bugs will be fixed at no extra charge. Bugs create technical conflicts and have a negative effect on the operation of the website. We do not consider the following cases to be a bug: A new feature is requested; Changes to the design are needed/requested; Errors are caused by faulty administration of the website by the Client; Errors are due to faulty usage of the applications by the Client; Incorrect information provided by the Client is causing errors.

When no faults/bugs have been reported to Dropsolid within the mentioned time frame, any possibility to object lapses. After this 20-day period, faults and bugs will be fixed, when possible and under condition that Dropsolid is willing to accept this job, and that the Client will be charged a fee.

Hosting

If the Client chooses to have the web hosting of the project run through Dropsolid, the hosting will take place on a shared optimised

Drupal server and the Client will be bound by the General Terms and Conditions and the agreements with the hosting partner whose services Dropsolid uses. The Client acknowledges being aware of these conditions and agreements.

If the Client chooses to have the webhosting of the project run through a different hosting partner, he will be bound to the conditions of this hosting partner. In that case, Dropsolid is not responsible for efficiency and security.

The Client shall not be permitted to distribute, display or sell copyrighted materials, pornographic, racist, antisemitic, negationist, hateful messages or weapons on websites that are hosted by or through Dropsolid.

Liability

Dropsolid cannot be held responsible if the company are unable to fulfil their obligations due to force majeure.

In case the force majeure is temporary, Dropsolid will try to meet its obligations from the moment this is reasonably possible.

The Client indemnifies Dropsolid in principal, interests and costs of claims from third parties, who (claim to) sustain or have sustained damage relating to the performance of the agreement.

Dropsolid has a standard professional liability insurance that insures it for damages up to € 1,000,000. It cannot be held liable for professional errors for more than this amount.

In the event of an attributable failure to fulfill an obligation of the agreement, Dropsolid can only be held liable for a compensation that is limited to the original invoice amount agreed upon by Dropsolid and the Client.

Any liability of Dropsolid for any other form of damage is excluded, including payments for indirect damages, consequential damages or damages due to lost sales or profit.

Dropsolid is not responsible or liable for any loss or damages, neither direct nor indirect, or any consequential damages, including lost profits, arising out of a claim or an event.

In order to deliver the best possible service, Dropsolid may consider it appropriate to share information about the Client with third parties outside Europe, who may not have laws for the protection of information similar to the laws applicable in Europe. The Client accepts this at their own risk.

The Client needs to be aware of the fact that information sent over the Internet, may be intercepted by third parties.

Dropsolid cannot be held liable for any form of damage caused by transmission of confidential or secret information.

Dropsolid is not responsible or liable for the content of the material provided by the client that is posted on the Client's website.

The content of the dissemination and publication is in all cases the responsibility of the Client. Dropsolid is not supposed to limit or monitor this, nor can Dropsolid be held liable for the content or the notation (incl. language errors) of the publication. All the copyrights, fees, expenses and fines will be charged to the Client.

Since the Client is the owner of the website, it is possible they take unsafe actions. Dropsolid cannot in any way guarantee the web environment's safety when the Client (or a third party on behalf of the Client) implements changes, other than creating content for the website. Dropsolid shall not accept any liability in these cases.

Dropsolid makes every effort to ensure the safety of their systems. However, no data storage or transfer can be guaranteed to be 100% safe. The Client accepts this at his or her own risk.

The Client accepts that, given the large number of operating systems and browser varieties, Dropsolid cannot guarantee that the website will function on every operating system and browser.

In case the Client's agreement includes a Platform as a Service (PaaS) subscription, the Client will be able to deploy code onto their own environment. Dropsolid shall not accept any liability in this case.

Dropsolid cannot be held responsible for any potential damages caused by code that is deployed by the Client or third parties acting on behalf of the Client. Dropsolid reserves the right to take legal action in case of damage. The Client indemnifies Dropsolid in principal, interests and costs of claims from third parties, who (claim to) sustain or have sustained damage relating to the performance of the agreement.

Other stipulations

Unless stated otherwise, an email sent to the email address of the Client counts as an acknowledgement of receipt of notification.

Objection of any kind by the Client shall not suspend the obligations (including payment obligations) of the Client.

Dropsolid reserves the right to refer to finished products as a reference for promotional purposes, unless expressly agreed otherwise.

In the trade of design and development of websites, English is a commonly used language. The Client declares to be proficient in this language and accepts that some communication may be held in English.

The Client agrees that telephone conversations between (appointees of) Dropsolid and the Client may be recorded.

By providing personal information to Dropsolid, the Client gives consent to be contacted by Dropsolid on a regular basis for information, marketing, advertisement and public relations purposes.

The titles and articles have no legal value, and are solely provided for the purpose of clarification and to make the agreement more accessible.

Changes

Dropsolid reserves the right to modify or supplement the General Terms and Conditions. Changes also apply in respect of agreements already concluded and are subject to a period of 30 days following the written notification of the changes.

If the Client doesn't agree with the modified Terms and Conditions, they are entitled to terminate the agreement, taking effect from the date of modification of the Terms and Conditions.

Dropsolid will notify the Client about any price changes at least 30 days prior to the date on which the price changes in question will come into effect. This gives the Client the right to terminate the agreement, taking effect the date the modified prices come into effect.

Non-poaching

The Client is not permitted to establish relationships, directly or indirectly, with an employee or self-employed staff member of Dropsolid until 1 (one) year after the end date of the agreement between Dropsolid and the client. Any breach of the non-poaching clause will result in a lump sum penalty of 35 000 EUR per case. If Dropsolid believes the damages inflicted upon the company exceed this number, the company reserves the right to claim a corresponding amount and/or take legal action.

Applicable Law and Jurisdiction

In case one or more provisions of these Terms and Conditions would be nullified or declared void, this shall not prejudice the applicability of all the other provisions, which will remain fully in force, after which Dropsolid and the Client will enter into consultation with the aim of setting new provisions to replace the invalid provisions.

All agreements will be governed exclusively by Belgian law.

All the disputes that directly or indirectly arise from or are otherwise related to the agreement can be submitted only to a competent court in the jurisdiction where the registered office of Dropsolid is located.

Particular and general conditions for Consultancy agreements and the hiring of resources (C)

C1. Context

C1.1. In addition to the aforementioned 'Dropsolid nv - General Terms and Conditions', which continue to apply, the 'Particular and general conditions for Consultancy agreements and the hiring of resources' (mentioned in this section) also apply in particular cases. Whether or not this section is applicable, will be made clear through the quotation or order form the Client receives for the project to be implemented.

C2. Duration and termination of the agreement

C2.1 The Client can request an extension of the agreement of no later than 4 (four) weeks before the end of the reserved duration. If Dropsolid agrees with the extension, the company will inform the Client about this decision.

C2.2 Dropsolid reserves the right to change the prices and conditions of the agreement after completion of the initial agreement or upon request for an extension of an agreement.

C3. Levering

C3.1. Consultants hired by the Client are hired under certain terms and working regime (e.g. 4/5 or 3/5), as specified on the order form. Within the conditions of the agreed working regime, consultants will be considered to be working under the supervision of the Client. The allocated time will always be charged, even if the Client is not able to utilize the consultants (e.g. due to poor planning or factors out of the Client's control). Dropsolid will always consider the time agreed upon as work that has been carried out.

C3.2. Dropsolid will keep the consultants exclusively at the disposal of the Client within the agreed timeframe and regime, except in the case of force majeure (e.g. illness, family emergencies or death of the consultant in question). Under no circumstances will the Client be entitled to any financial compensation.

C4. Project management & quality control

C4.1 Project management and account management will be considered by Dropsolid to be carried out by the Client. Dropsolid does not take into account any changes. Change management, scope management and priority management will be regarded as the sole responsibility of the Client. This applies unless otherwise agreed upon. When Dropsolid is asked to fulfill these tasks, this extra time will be charged at the at that time applicable Project Management rate unless otherwise agreed.

C4.2. The consultants will only deliver "technical project management" if explicitly agreed. This work implies the following: drawing up technical architecture and leading the development team (i.e. demonstration, technical sessions, stand-ups and coaching tasks). The billed time of these consultants is performed during the technical analysis stages, during demo's, during technical sessions, during stand ups and coaching moments. Dropsolid will always consider the time agreed upon as work that has been carried out.

C4.3 Quality control must be organized by the Client so that the work done by the consultants can be verified. If Dropsolid is asked to perform quality control, this will be charged at the at that time applicable Project Management rate unless otherwise agreed.

C6. Execution of work

C6.1. The consultants will perform the work at the Dropsolid offices. At the request of the Client, it can be agreed upon that consultants will work on the Client's premises – but only so with Dropsolid's explicit consent. Dropsolid reserves the right to charge for relocation and other costs. The standard transport rate is 1EUR/km (distances calculated from the Dropsolid head office in Ghent), unless explicitly stated otherwise.

C7. Invoicing and Payment

C7.1. The numbers of hours worked are normally invoiced on a monthly basis with 15 (fifteen)-day payment terms, unless otherwise agreed.

C7.2. If, for any reason, the number of worked hours is higher than the hours agreed upon, Dropsolid reserves the right to invoice these according the agreed rates per profile or per task, unless otherwise agreed upon.

C7.3 If deemed necessary that the hired consultant has to work outside office hours, the following rates apply (unless otherwise agreed):

- work performed > 40u/week: +50%
- work performed between 22u and 7u: +100%
- work performed on Saturday: +50%
- work performed on Sunday or public holiday: +100%

C7.4 Dropsolid reserves the right to carry out an annual price indexation.