

# Yellenge General Terms and Conditions

Version: 1.7

Datum: March 2<sup>nd</sup> 2023

These are the General Terms and Conditions for Yellenge. Yellenge is a software solution for organising and managing Events, making them interactive and evaluating them. Yellenge is therefore a comprehensive event management system. Consult [www.yellenge.nl](http://www.yellenge.nl) for more information. Yellenge is offered by Owello, located in Nijmegen and registered with the Chamber of Commerce under company number 74396242, hereinafter referred to as "**Owello**".

These General Terms and Conditions apply to all offers and Agreements arising from them between Owello and the Client. Provisions or terms and conditions stipulated by the Customer which deviate from, or do not appear in, these General Terms and Conditions are only binding for Owello if and to the extent that Owello has expressly accepted these provisions or terms and conditions in writing.

## Article 1. Definitions

All terms written with a capital letter in these General Terms and Conditions shall have (in singular and in plural) the meaning as stated in this article.

- 1.1. **Account:** the account created by Owello for the Administrator that is necessary to be able to log in to the Yellenge EMS.
- 1.2. **Equipment:** all equipment that Owello makes available to the Client under the Agreement, which can in any case include tablets, (smartphone) scanners, laptops and the associated cabling.
- 1.3. **Administrators:** the employees of the Client who can log in to Yellenge EMS via an Account and manage the Yellenge Sites and the Yellenge (Web) App.
- 1.4. **Bundle:** the subscription, if any, purchased by the Client on the basis of which the Services of Owello can be used for multiple Events.
- 1.5. **Services:** the services that Owello provides to the Client under the Agreement, which may include (i) configuring and/or making available the Software, (ii) maintaining the Software (iii) providing support in connection with the Software, and (iv) providing on-site support.
- 1.6. **e-Invoice:** the digital proof of payment that the End User receives at the email address specified via the Registration site, if the End User has paid a sum of money for the Event or is required to pay it in arrears on the basis of the e-Invoice.
- 1.7. **End Users:** the persons using the Yellenge Sites and/or the Yellenge (Web) App prior to, during or after the Event, as well as the Administrators.
- 1.8. **e-Ticket:** the digital admission ticket that an End User receives after a successful registration via the Registration site, whereby the End User may have transferred an amount of money or must pay afterwards based on the e-Invoice.

**1.9.** **Event:** the event organised by the Client, such as a congress, seminar, expo, trade fair, conference, (staff) meeting, shareholders' meeting or training or other event, at which the Customer wishes to make use of Owello's Services.

**1.10.** **User Data:** all data that the Client and End users store through the Software, or that is provided to Owello in a different manner for processing through the Software.

**1.11.** **Intellectual Property Rights:** all (associated) rights of intellectual property, which in any case includes copyrights, database rights, rights to domain names, trade name rights, rights to know-how, trademark rights, design rights, neighbouring rights and patent rights.

**1.12.** **Office Hours:** the time from 9:00 to 17:30 (Dutch time), on Mondays to Fridays inclusive, with the exception of officially recognized Dutch holidays.

**1.13.** **Client:** the legal entity or natural person acting in a professional or commercial capacity with which Owello concludes an Agreement.

**1.14.** **Materials:** all materials that Owello develops or makes available to the Client or End Users pursuant to the Agreement, including advice, reports, documentation, templates, patterns, training materials, images, texts, logos, drafts, sketches, and other creations of the mind.

**1.15.** **Agreement:** quotation or offer accepted by the Customer pursuant to which Owello provides its Services to the Customer, including these General Terms and Conditions and the Data Processing Agreement.

**1.16.** **Parties:** the parties to the Agreement, Owello and the Client.

**1.17.** **Software:** all software that Owello makes available to Customer and/or End Users pursuant to the Agreement, which may include in any case: the Yellenge Sites, the Yellenge (Web) App, Yellenge EMS and/or Yellenge Screen.

**1.18.** **Confidential Information:** any information that has been qualified as being confidential, or that the receiving Party should reasonably understand to be of a confidential nature. The content of the Agreement is in any case confidential.

**1.19.** **Data Processing Agreement:** the data Processing Agreement between the Parties relating to the Services and forming part of the Agreement.

**1.20.** **Website:** the website [www.yellenge.nl](http://www.yellenge.nl).

**1.21.** **Yellenge App:** the application for the Event which, depending on the Agreement, is available for iOS and Android and optionally also for Windows Phone and BlackBerry, and which can be downloaded and used by End Users on their own device.

**1.22.** **Yellenge EMS:** the online event management system ("EMS") that can be used by the Administrators to manage and customize the Software and through which Customer can access an online dashboard with real-time information about the Event, e.g. regarding the number of registrations, the number of e-Tickets sold (if any) and questions asked during the Event.

**1.23.** **Yellenge Outcome:** the functionality through which User Data from Yellenge EMS can be downloaded and stored by Customer.

**1.24.** **Yellenge Screen:** the software that can be used during the Event in combination with a screen or projector, e.g. for showing the Event programming, introducing speakers to the Event and displaying live interactions with End Users (such as answers given and votes cast).

**1.25.** **Yellenge Sites:** all websites set up through Yellenge EMS, including both websites on which End Users can find information about an Event (also referred to as "Event sites") and websites on which End Users can register for the Event and/or can order an e-Ticket (also referred to as "Registration sites").

**1.26. Yellenge Web App:** the web application for the Event which can be called by End Users via an internet browser by means of a URL

## **Article 2. Formation of the Agreement**

**2.1.** All quotations and other offers by Owello are without obligation and valid until 2 months after their date. Owello is not obliged to accept an acceptance after the expiry of this period, but if Owello does so, the offer or quotation will be deemed to have been accepted.

**2.2.** If the acceptance by the Customer deviates (whether or not on minor points) from the offer, Owello is not bound by it. In that case, the Agreement will not be concluded in accordance with this deviating acceptance, unless Owello indicates otherwise.

**2.3.** In the event of a conflict between the provisions of the various applicable documents, the following order of priority will apply (from highest to lowest):

- a. the accepted quotation or offer of Owello;
- b. the Data Processing Agreement;
- c. the General Terms and Conditions.

In all other respects, the various documents apply in addition to each other.

## **Article 3. Performance of the Agreement**

**3.1.** Unless agreed otherwise, Owello will make one or more templates to the Client after the formation of the Agreement. The client shall return these templates to Owello fully completed, after which Owello may configure the Yellenge Sites and/or the Yellenge (Web) App. Owello may not be able to provide its Services correctly and in a timely manner if Client does not, does not correctly or does not completely complete the templates.

**3.2.** Deadlines announced by Owello are indicative and are not considered to be strict deadlines, unless a strict delivery date has been expressly agreed for the Services.

**3.3.** The Client is obliged to provide Owello with all the support that is reasonably necessary and desirable to enable the correct and timely delivery of the agreed Services. This means that the Client shall in any case timely provide all data and information which Owello indicates to be necessary, or which the Client should understand to be necessary for the delivery of the Services; and

**3.4.** Owello will take reasonable requests from the Client into account as much as possible when performing the Agreement. If a Client's request cannot be fulfilled, Owello will state the reasons for this.

**3.5.** If the Client requests additional activities or services that are outside the scope of the Agreement, Owello may issue an additional quotation for these. Owello will only perform the activities after agreeing to the Client's quotation.

**3.6.** Different modules are available for the Software, each with their own functionality. The Agreement will stipulate which modules will be made available to the Client and which fee is due.

**3.7.** Owello may engage third parties to provide the Services. The costs for this will only be paid by the Client if this has been agreed in advance.

## **Article 4. Configuration**

**4.1.** If agreed, the Yellenge Sites and the Yellenge (Web) App will be configured by Owello. This means that Owello will set up the Yellenge Sites and the Yellenge (Web) App for the Client and make

the appropriate functionalities available. The Parties will determine in advance which configuration settings are to be applied.

**4.2.** After the Yellenge Sites and the Yellenge (Web) App have been configured, Owello will deliver them to the Client for approval. Within 14 days after delivery, the Client will evaluate whether the Yellenge Sites and the Yellenge (Web) App have been correctly configured. Within this period, the Client may reject the configuration in writing by stating, providing reasons, in what respects it does not comply with the configuration settings determined in advance. If the configuration is not rejected within 14 days after delivery, or if the Client starts using the Yellenge Sites and the Yellenge (Web) App, these are deemed to be approved by the Client.

**4.3.** If the configuration is rejected, Owello will endeavour to eliminate the reason for the rejection as soon as possible. Owello may do so by carrying out modifications or by stating, providing reasons, why the reason given for the rejection does not stand. The Client will then re-evaluate the configuration in accordance with Article 4.2.

**4.4.** If the Client continues to reject the configuration after modification or after reasons have been provided, Owello may charge costs for all additional revision work.

**4.5.** Following acceptance, Owello can no longer be held liable for errors in the configuration, but Owello will nonetheless continue to endeavour to remedy, where opportune, any problems or deficiencies reported by the Client, as quickly as possible within the applicable Office Hours.

**4.6.** If the Client submits a request, following acceptance, to change certain configuration settings, the Client itself will be responsible for checking the change as soon as Owello states that the change concerned has been implemented. Owello is not liable for loss and/or damage that arises owing to the change implemented if the Client did not check the change and/or did not report any errors to Owello.

## **Article 5. Yellenge EMS**

**5.1.** Owello will provide Customer with an Account, through which the Administrator can log into Yellenge EMS.

**5.2.** The use of the Account is under the responsibility and at the risk of the Client. The Client must keep the login details strictly confidential. Owello may assume that all the activities carried out through the Account take place under the supervision and control of the Client.

**5.3.** If the login details for an Account have been lost or leaked, the Client will report this immediately to Owello, so that measures can be taken to prevent misuse of the Account.

## **Article 6. Yellenge Sites and Yellenge (Web) App**

**6.1.** When using the Yellenge Sites and/or the Yellenge (Web) App, the conditions of use drawn up by Owello apply to End Users. These conditions of use are available upon request and will be offered to the End Users by Owello via the Yellenge Sites and/or the Yellenge (Web) App.

**6.2.** When using the Yellenge Sites and/or the Yellenge (Web) App, personal data are processed by Owello on the instruction of the Client. Owello will inform the End Users on the Client's behalf of this data processing via a privacy and cookie statement. This privacy and cookie statement is available upon request and will be offered to the End Users by Owello via the Yellenge Sites and/or the Yellenge (Web) App.

**6.3.** Owello can set use limits for the maximum number of End Users. If a limit applies, it will be stated in the Agreement. If the set limit is exceeded, Owello can charge an additional amount to the Client after the end of the Event at the rates stated in the Agreement or (in the absence thereof) the rates that are customary for this purpose at Owello.

## **Article 7. Rules of use**

**7.1.** Using the Software for activities that conflict with the Agreement or applicable laws and regulations is prohibited.

**7.2.** It is expressly not permitted, whether lawful or not, to store or disseminate information, or cause information to be disseminated, via the Software that (i) infringes rights of third parties, including Intellectual Property Rights, (ii) contains viruses, malware or other forms of harmful software, or (iii) is libellous, slanderous or offensive.

**7.3.** It is prohibited to use the Software in such a way that it inconveniences or hinders Owello or other users of the Software. This includes uploading or downloading excessive quantities of data or information (with or without the aid of scripts or programs).

**7.4.** If Owello finds that the Client or an End User has violated the above conditions of use, or receives a complaint about this, Owello will first warn the Client or the End User about this violation.

**7.5.** If the Client or the End User takes no measures or insufficient measures, Owello can itself take the measures necessary to end the violation. In urgent or serious cases, Owello may intervene without prior warning.

**7.6.** All activities of End Users in connection with the Software will be at the expense and risk of the Client. The Client is liable towards Owello for any loss and/or damage incurred by Owello as a result of careless use of the Software or violation by an End User of the rules of use described in this article.

**7.7** The Client shall indemnify Owello (i) for any third-party claims related to a violation of the Agreement (including but not limited to the rules of use described in this article) by the Client itself or by End Users, as well as (ii) any other claims filed by third parties based on an act or omission of the Client or an End User when using the Software.

## **Article 8. Updates and upgrades**

**8.1.** Owello will actively maintain all Software made available. In this connection, Owello can issue updates and upgrades to correct errors, add new functionality, improve security or improve the performance of the Software. Suggestions from the Client are welcome, but the final decision on whether or not modifications are implemented will be taken by Owello.

**8.2.** If significant changes are made in the functionality of certain Software as part of an update or upgrade, Owello will wherever possible announce this to the Client in advance by email if it is plausible that the Client's configuration settings will need to be changed as a result of the update or the upgrade.

**8.3.** The implementation of updates or upgrades can entail that the Software can temporarily not be used or only be used to a limited extent. Owello aims to carry out updates and upgrades as much as possible at a time when relatively little use is made of the Software. However, urgent maintenance can be carried out at any time.

## **Artikel 9. Availability of the Software**

**9.1.** Owello strives to keep the Software available as much as possible, but cannot guarantee that all Software will be available without interruption.

**9.2.** If, in Owello's opinion, a risk is posed to the operation of the systems or network of Owello or third parties (such as in the event of D(DOS) attacks or malware activities), Owello can take any and all reasonable measures it deems necessary to avert the risk and limit or prevent the loss and/or damage. This may entail that certain Software can temporarily not be used or only be used to a limited extent.

#### **Article 10. User Data and back-ups**

**10.1.** The rights to User Data are vested in the Client or the End User concerned. Owello will receive from the Client a non-exclusive, non-transferable and non-sublicensable right to use the User Data for the duration of the Agreement insofar as this is necessary for the delivery of the Services.

**10.2.** Owello has a non-time-restricted right of use to process the User Data (even after termination of the Agreement) in aggregated and anonymised form for the analytical purposes and for improving the Services.

**10.3.** Owello will regularly make back-ups to be able to restore an older version of the Software and/or User Data in the event of catastrophic faults at Owello. Owello however neither is nor has a back-up service and does not have facilities to restore files or data on the Client's request. The Client is itself responsible for storing the User Data elsewhere as well.

#### **Article 11. Equipment**

**11.1.** The ownership of any Equipment made available under the Agreement shall remain with Owello. Nothing in the Agreement provides for the transfer of ownership of the Equipment to the Client or third parties.

**11.2.** Owello only grants the Client the right to use the Equipment in accordance with the terms and conditions in the Agreement for the agreed duration.

**11.3.** Owello can affix markings or labels to the Equipment by means of which the Equipment is identifiable as the property of Owello. The Client is expressly not permitted to change, remove or render unreadable such markings or labels.

**11.4.** The Client is expressly not permitted to transfer, rent out, pledge or otherwise encumber the Equipment.

**11.5.** The Client shall only use the Equipment for the purposes for which the Equipment is intended according to its nature and will in this connection carefully follow all rules or instructions of Owello.

**11.6.** The Client is not permitted to make changes to the Equipment without Owello's prior written permission. If the Client makes such changes without Owello's prior written permission, any costs of repair or replacement shall be payable by the Client.

**11.7.** The risk of loss, theft or damage of the Equipment shall be borne (after delivery by Owello) by the Client during the entire period of use, regardless of the cause of the occurrence of the loss and/or damage. In this connection, the Client cannot invoke force majeure in respect of Owello within the meaning of Section 6:75 of the Dutch Civil Code.

**11.8.** After the end of the agreed period of use, the Client will return the Equipment made available by Owello as soon as possible, but within 14 days at the latest, in accordance with the instructions of

Owello. The Equipment must be returned in undamaged condition, except for normal wear and tear of the Equipment. The costs of returning the Equipment will be borne by the Client.

### **Article 12. Intellectual Property Rights**

**12.1.** All Intellectual Property Rights vested in the Software and other Materials that Owello makes available to the Client or End Users are vested in Owello or its licensors.

**12.2.** The Client will receive a non-exclusive, non-transferable and non-sublicensable right to use the Software and other Materials for the duration of the Agreement and in accordance with the terms and conditions laid down in the Agreement.

**12.3.** The Client is expressly forbidden to remove or modify any indications of Intellectual Property Rights from the Software or the Materials.

**12.4.** The Client has no right to access source files of the Software. It is forbidden to recover these source files by means of reverse engineering, decompilation or otherwise, except insofar as permitted by mandatory law.

**12.5.** Owello can take technical and other measures to protect the Software or the Materials. If Owello has implemented such security measures, the Client is not allowed to circumvent or remove such security measures.

### **Article 13. Support**

**13.1.** Owello will offer a reasonable level of first-line support to the Client free of charge in the event of technical problems and malfunctions in connection with the Software and in the event of technical and practical questions concerning Yellenge EMS.

**13.2.** The Client is primarily responsible for providing operational support to the End Users of the Yellenge Sites and/or the Yellenge (Web) App. Owello will however provide a reasonable level of second-line support to the Client in the event of complex questions from End Users that the Client cannot handle independently.

**13.3.** The support as described above will be offered via Owello's helpdesk. The Client can contact the helpdesk during Office Hours by email or by telephone. The contact details of the helpdesk are available on the Website.

**13.4.** Owello strives to handle helpdesk requests as quickly as possible. The time needed to resolve reported issues may vary because reports can contain a very wide variety of requests or problems.

**13.5.** The Client itself is responsible for answering specific questions from End Users about the Event. If Owello is approached by End Users with this kind of question, Owello will refer the End User to the Client.

### **Article 14. Support on site**

**14.1.** If agreed, Owello will ensure that one or more support staff members are present during the Event.

**14.2.** It is the Client's own responsibility to ensure that the appropriate equipment and facilities are available at the location of the Event, including screens, projectors, internet access points and power supply, except insofar as Equipment will be made available by Owello under the Agreement. If these facilities are not available, Owello will be unable to deliver the Services.

**14.3.** If staff of Owello or third parties engaged by Owello perform activities at the location of the Event, the Client shall provide all support and facilities required for this free of charge.

**14.4.** The rates stated in the Agreement exclude travel expenses (EUR 0.38 per kilometre), parking charges and accommodation costs, unless expressly stated otherwise. These costs may be invoiced separately to the Client by Owello after the end of the Event.

#### **Article 15. Prices and terms of payment**

**15.1.** Owello will send an invoice for all amounts owed and is entitled to invoice electronically. Any objection raised by the Client to (the amount of) an invoice will not suspend its payment obligation.

**15.2.** If an invoice is not paid within the term of payment, the Client will be in default without notice of default being required. Owello will in that case be entitled to suspend the delivery of the Services and is not liable for any loss and/or damage that the Client incurs as a result thereof.

**15.3.** In the event that the Client fails to pay in time, the Client is obliged to pay, in addition to the amount owed and the statutory interest due, full compensation of both judicial and extra-judicial collection costs, including costs of lawyers, bailiffs and debt-collection agencies.

**15.4.** All amounts owed to Owello are immediately due and payable if the bankruptcy of the Client is filed for or the Client is declared bankrupt, the Client applies for or is granted suspension of payments, the Client's activities are ceased or its business is liquidated.

**15.5.** If the Client decides not to use agreed products and/ or service for an event due to unexpected circumstances (such as the outbreak of the COVID-19 crisis), Owello reserves the right to charge the Client for the work already performed and the costs incurred in the preparation of the event.

**15.6.** All prices stated by Owello are in Euros and are exclusive of VAT and any other taxes or levies imposed by the Dutch government or foreign authorities.

#### **Article 16. Terms of payment**

**16.1.** If the Agreement relates to a non-recurring Event for which a fee of up to 2,500 euros (excluding VAT) is payable, Owello will invoice the agreed amount after the date of the Event with a payment term of 14 days.

**16.2.** If the Agreement relates to a non-recurring Event for which a fee of more than 2,500 euros (excluding VAT) is payable, Owello will invoice 50% of the agreed amount before the Event with a payment term of 14 days. The remaining amount will be invoiced by Owello after the date of the Event with a payment term of 14 days.

**16.3.** If the Agreement relates to a Bundle, Owello will invoice the agreed monthly amount to the Client at the beginning of each month with a payment term of 14 days.

**16.4.** In the cases described in Article 16.1 and 16.2, Owello can demand that the Client pays (part of) the agreed amount before the date of the Event.

#### **Artikel 17. Additional terms and conditions applying to Bundles**

**17.1.** The Bundle includes the Services stated in the Agreement. Bundles can be used for the number of Events stated in the Agreement within the Netherlands with the number of End Users stated in the Agreement.

**17.2.** A maximum duration of 5 consecutive days applies for Events. If the Event is interrupted for more than 30 hours, the continuation will be deemed to be a new Event and this will be settled accordingly from the Bundle of the Client.

**17.3.** If the Client organises an Event that exceeds the maximum duration of 5 consecutive days or the agreed maximum number of End Users, Owello can provide a quotation for this at the Client's request. The Event concerned will be separately invoiced by Owello and will not be settled from the remaining balance in the Bundle.

**17.4.** The Client can adjust the Bundle upwards or downwards once every 12 months (after expiry of the initial term as described in Article 22.3). The change must be communicated to Owello in writing by the Client and no later than 1 month before the date of renewal. Owello will implement the change request as from the first day after renewal.

**17.5.** The remaining balance in the Bundle cannot be transferred to the next contract period and will not be refunded by Owello in the event of termination of the Agreement.

## **Article 18. Liability**

**18.1.** Owello's liability is limited for each event (whereby a series of consecutive events counts as a single event) to the amount (excluding VAT) that the Client owes to Owello under the Agreement.

**18.2.** If the Client has purchased a Bundle, Owello shall solely be liable, in derogation from the previous paragraph, for the amount that the Client owes to Owello over a period of 3 months preceding the event causing the loss and/or damage.

**18.3.** Owello is expressly not liable for consequential losses, loss of data, loss of profit, lost savings and losses due to business interruption. Owello is also not liable for mistakes made by the Client or End Users when using the Software.

**18.4.** The arrangements agreed between the Parties concerning liability do not apply to loss and/or damage that is the consequence of intent or conscious recklessness of Owello's management.

**18.5.** Any right to claim compensation is at all times subject to the condition that the Client notifies Owello of the loss and/or damage, in writing, within 3 months of its discovery. In any case, any right to compensation will lapse 6 months after the event causing the loss and/or damage has taken place.

## **Article 19. Force majeure**

**19.1.** Owello cannot be obliged to perform any obligation under the Agreement if performance is prevented due to force majeure. Nor can Owello be held liable for any loss and/or damage resulting from this.

**19.2.** Force majeure will in any case be understood to include power outages, internet failures, failures in the telecommunications infrastructure, network attacks (including (D)DOS attacks), attacks by malware or other harmful software, internal civil commotion, mobilisation, war, terror, (work) strikes, import and export barriers, a stagnation in supplies, natural disasters, fires, damage caused by water and floods.

**19.3.** If a force majeure situation has lasted for more than 30 days, both Parties shall be entitled to give notice to terminate the Agreement in writing with immediate effect, without giving rise to any obligation to reverse.

## **Article 20. Confidentiality**

**20.1.** Both Parties will keep Confidential Information strictly confidential and only use it insofar as that is necessary for the performance of the Agreement.

**20.2.** The receiving Party will ensure that the Confidential Information is given the same level of protection against unauthorised access or use as its own confidential information, but at least a reasonable level of protection.

**20.3.** The Parties will also impose the obligations referred to in Article 20.1 and 20.2 on employees and possibly on third parties they have engaged to whom the Confidential Information is provided.

### **Article 21. Yellenge Outcome**

**21.1.** The Client has the option of downloading User Data via Yellenge EMS in a file format that is customary for that purpose (XLSX).

**21.2.** After the end of the Event, the User Data remains available for the Client during a period of 30 days via Yellenge EMS. After the end of that period, Owello will delete the User Data and the User Data can no longer be downloaded by the Client. It is the Client's own responsibility to export the User Data within the aforementioned period and store it elsewhere.

**21.3.** If the Client wishes to keep the User Data available for a longer period of time, or requires support from Owello in exporting the User Data, the Parties will agree an appropriate fee for this in accordance with the principles of reasonableness and fairness.

### **Artikel 22. Duration and termination**

**22.1.** The Agreement takes effect on the date of signing by the Client, unless otherwise agreed in writing.

**22.2.** If the Agreement relates to a non-recurring Event, the Agreement will automatically expire on the day after the end of the Event.

**22.3.** If the Agreement relates to a Bundle, an initial term of 12 months will apply. In the absence of written notice of termination by one of the Parties, the Bundle will be automatically extended by a period of 1 month at a time after the initial term. Either Party may give written notice to terminate the Bundle at the end of the term, subject to at least one month's notice.

**22.4.** Owello can terminate the Agreement in writing with immediate effect without any notice of default being required (i) if the Client is declared bankrupt or the bankruptcy of the Client is filed for, (ii) the Client is granted suspension of payments or suspension of payments is applied for, (iii) the Client violates an obligation under the Agreement, or (iv) the Client is wound up or dissolved.

**22.5.** After the expiry or termination of the Agreement, the provisions shall remain in force that in accordance with their nature are intended to continue to apply after the termination, including in any case article 12 (Intellectual Property Rights and User Data), article 18 (Liability), article 20 (Confidentiality) and article 21 (Yellenge Outcome).

### **Artikel 23. Price changes**

**23.1.** If the Agreement relates to a Bundle, Owello can increase the prices applied once every calendar year in accordance with the price index figure of Statistics Netherlands (CBS) for the previous calendar year (Consumer price index for "All households"), increased by up to 5%. The Client will be notified in writing of the proposed price increase at least 1 month in advance.

**23.2.** In the situation described in the previous paragraph, the Client is not entitled to terminate the Agreement. The procedure described in Article 24 of this Agreement applies for all other price changes.

#### **Article 24. Amendment of the Agreement**

**24.1.** If the Client purchases a Bundle, Owello is entitled to amend or make additions to the Agreement (including these General Terms and Conditions). Owello will announce amendments or additions to the Client in writing at least 1 month before they take effect.

**24.2.** If the Client does not wish to accept the amendments or additions, the Client can submit a reasoned objection within 14 days after their announcement, following which Owello will reconsider the amendment or addition. If Owello decides to proceed with the amendment or addition, the Client can terminate the Agreement in writing with effect from (and no later than) the date on which the amendment takes effect.

**24.3.** Both Parties will cooperate fully in respect of amendments or additions that are necessary in light of new or changing legislation. Such amendments or additions will be carried out in consultation between the Parties.

#### **Artikel 25. Choice of law and forum**

**25.1.** The Agreement is subject to Dutch law. To the extent that the rules of mandatory law do not prescribe otherwise, any disputes in connection with the Agreement will be submitted to the competent court in the Netherlands for the district where Owello has its registered office.

#### **Artikel 26. Other provisions**

**26.1.** The Parties will at all times inform each other immediately in writing of any changes in name, postal address, email address, telephone number and bank account numbers.

**26.2.** Owello is entitled to assign its rights and obligations under the Agreement to a third party taking over Owello or the relevant business activity from Owello. In the event of a change in the legal form of Owello, the rights and obligations under the Agreement will automatically be transferred as well.

**26.3.** If any provision in the Agreement is found to be void or invalid, this shall not affect the validity of the Agreement as a whole. In that case, the Parties will replace that provision by one or more new provisions. These provisions shall reflect the purport of the original provisions as far as is possible.