

# Terms and Conditions

**Translated Copy**

## Disclaimer

This translation of the terms and conditions is for informational purposes only. In case of any discrepancies or differences between the translated version and the original Dutch version, the Dutch version shall prevail. Lennmedia B.V. accepts no responsibility for any errors or inaccuracies in the translated version. For the most accurate and up-to-date information, please refer to the original Dutch version of the terms and conditions found on our website [www.lennmedia.nl](http://www.lennmedia.nl).

This document contains the general terms and conditions of Lennmedia. If you have any questions about these terms and conditions, please contact us using the contact details listed on our website [www.lennmedia.nl](http://www.lennmedia.nl).

These general terms and conditions consist of the following modules:

- > Module A – Definitions
- > Module B – General
- > Module B – Hosting and Data Center Services
- > Module D – Hardware for sale

## Module A: Definitions

This module contains the definitions used in these General Terms and Conditions.

- **Account:** any user interface with which the Client, after entering login details, can manage and configure (certain aspects of) the Services, as well as the configuration(s).
- **Additional work:** additional work or services that fall outside the agreed Services.
- **Agreement:** an agreement between Lennmedia and the Client for the provision of a Service and of which these General Terms and Conditions form an inseparable part.
- **Client:** Lennmedia's counterparty to an Agreement.
- **Client Data:** all data stored by the Client (or the end users of the Services) on Lennmedia's systems used for the provision of Services.
- **Confidential Information:** non-public information that is related to one or both Parties and information that a Party indicates is confidential, or that by the nature of the information or under the circumstances under which the disclosure takes place, should be treated as confidential.
- **Data Processing Agreement:** a processing agreement agreed between the Parties which forms an integral part of the Agreement.
- **General Terms and Conditions:** the present general terms and conditions.
- **Intellectual Property Rights:** all intellectual property rights and related rights, including in any case copyrights, portrait rights, database rights, rights to domain names, trade name rights, rights to know-how, trademark rights, design rights, neighbouring rights and patent rights.
- **Lennmedia:** the company Lennmedia B.V., with its registered office at Bredaseweg 108A in Oosterhout and registered with the Chamber of Commerce under registration number 94201773.
- **Materials:** all physical and digital goods, software, licences, websites and applications, documentation, manuals, advice, brochures, images, texts and (other) products of the mind, as well as preparatory material thereof and the data carriers on which these materials are located.
- **Office Hours:** the hours on a Business Day between 09:00 and 17:00 (Dutch time).
- **Party(ies):** Lennmedia and the Client separately or jointly.
- **Service(s):** the services or products as described in the Agreement which are provided by Lennmedia to the Client.
- **Service Level Agreement:** a service level agreement agreed between the Parties, which may describe, among other things, specific and measurable performance and service levels with regard to the Services, and which – if agreed between the Parties – forms an integral part of the Agreement.
- **Working day(s):** Monday to Friday, with the exception of official Dutch holidays and other days on which Lennmedia has notified the Client in advance that it is closed.
- **Written:** on paper as well as communication by e-mail, provided that the identity of the sender and integrity of the content is sufficiently established. Where the term Written is used in the context of dissolution, the Client is understood to mean communication by registered letter or communication by e-mail if and insofar as Lennmedia has confirmed receipt of the communication by e-mail.

## Module B: General

This section sets out the provisions that apply to any Agreement, regardless of the nature of the Services provided.

### Article 1. Applicability and ranking

- 1.1. The Terms and Conditions apply to all offers made by Lennmedia and to all resulting Agreements, including extensions or amendments to existing Agreements, and any future Agreements to be concluded between the Parties, even if Lennmedia fails to make these Terms and Conditions applicable again.
- 1.2. The General Terms and Conditions consist of different modules. A specific module applies if the Services fall within the scope described in that module.
- 1.3. Deviations and additions to the General Terms and Conditions are only valid if they have been agreed in Writing between the Parties.
- 1.4. Any purchase or other terms and conditions of the Client do not apply to the Agreement and are expressly rejected by Lennmedia (in advance). However, if Lennmedia has accepted the applicability thereof, which acceptance can only take place in Writing and explicitly, the order of precedence as set out below applies.
- 1.5. The Agreement may consist of different parts and documents, in which case the parts in principle apply in addition to each other. In the event of conflicts, the first part mentioned below always takes precedence over the part mentioned later:
  - a) offer from Lennmedia, whether or not in the form of a formal agreement or an offer;
  - b) any additional Written agreements;
  - c) the service description of the Service purchased (if applicable);
  - d) Service Level Agreement (if applicable);
  - e) Data processing agreement (if applicable);
  - f) General Terms and Conditions;
  - g) Client's terms and conditions of purchase (if applicable).
- 1.6. Insofar as Lennmedia acts as a processor of personal data within the meaning of the General Data Protection Regulation in the context of the Services vis-à-vis the Client, the Data Processing Agreement entered into by the Parties applies to this.
- 1.7. In the event of a conflict between the provisions contained in this Agreement, the more specific provisions shall prevail.
- 1.8. Third-party products, services, and/or software may be part of the Services. If that is the case, the terms and conditions of the relevant third party additionally apply to (the use of) the products, services and/or software in question, with the exception of the deviating conditions from these General Terms and Conditions or other parts referred to in Article 1.5.

### Article 2. Conclusion of the Agreement

- 2.1. The Agreement is concluded at the moment that the Client accepts Lennmedia's offer. Acceptance is free of form and can take place both orally and in writing. In the event of verbal acceptance, Lennmedia may require a Written confirmation before the execution of the Agreement is commenced.
- 2.2. All offers and quotations from Lennmedia are without obligation. A Written offer, whether or not in the form of an offer or a formal agreement, is valid for a period of [period] days after the date, unless otherwise stated in the offer or when that offer is made. If the Client accepts a quotation or other offer after the expiry of the validity period, an Agreement will only be concluded if Lennmedia subsequently accepts and confirms the acceptance In Writing.
- 2.3. If the Client does not formally agree to an offer from Lennmedia but does give that impression, for example by having certain Services performed by Lennmedia that are part of the offer, the offer will be considered accepted in full. This also applies if the Client requests Lennmedia to perform certain work or provide services without waiting for a quotation.
- 2.4. Lennmedia is, contrary to the provisions of Article 6:225 paragraph 2 of the Dutch Civil Code, only bound by a deviating acceptance of an offer from Lennmedia made by the Client, whether or not on minor points, if Lennmedia expressly accepts the deviating acceptance In Writing.
- 2.5. After the Agreement has been concluded, it may only be amended by mutual agreement of the Parties, unless otherwise provided in the Agreement.
- 2.6. If, after the conclusion of the Agreement, it appears that an offer from Lennmedia has been based on incorrect or incomplete information provided by the Client, Lennmedia has the right to adjust the Agreement accordingly without further consent from the Client being required.
- 2.7. The application of Articles 6:227b(1) and 6:227c of the Dutch Civil Code is excluded.

### Article 3. Duration and termination of the Agreement

- 3.1. An Agreement for continuous services (a "continuing performance agreement") is entered into for the duration specified in the Agreement. If the Agreement does not mention anything about this, the continuing performance agreement is deemed to have been entered into for a fixed period of twelve (12) months.
- 3.2. If no specific commencement date of the Agreement has been agreed, the effective date shall be the date of conclusion of the Agreement.
- 3.3. If a continuing performance agreement has been entered into for a fixed period of time, it will be tacitly extended after the expiry of that term for periods equal to the initial period, unless otherwise agreed. Continuing performance agreements that have been entered into for a specific period of time cannot be terminated prematurely, unless otherwise provided for in the Agreement. Each Party may prevent the extension of a continuing performance agreement by giving Written notice at the end of the relevant period, subject to the agreed notice period. If no notice period has been agreed, a notice period of one (1) month applies.

- 3.4. If a continuing performance agreement has been entered into for an indefinite period of time or has been extended for an indefinite period, it may be terminated by either Party in Writing with due observance of the agreed notice period. If no notice period has been agreed, a notice period of one (1) month applies.
- 3.5. An Agreement for the provision of a one-off service or assignment that by its nature ends by completion is entered into until the Agreement has been fully performed. Such an Agreement cannot be terminated (prematurely), unless the Parties have agreed otherwise In Writing.
- 3.6. The Parties agree that Article 7:408 paragraph 1 and paragraph 2 of the Dutch Civil Code do not apply to the Agreement.
- 3.7. Lennmedia may terminate, suspend or dissolve the Agreement with immediate effect In Writing, in whole or in part, without a notice of default being required and without being liable for any damage resulting therefrom, if (a) the Client files for bankruptcy or its bankruptcy has been declared, (b) the Client applies for or has been granted a suspension of payments, (c) the Client's activities are terminated or the Client's business is liquidated, or (d) part of the Client's assets have been seized.
- 3.8. If, at the time of dissolution of the Agreement, the Parties have already performed or received services for the performance thereof, then these performances and related payment obligations will not be subject to reversal, contrary to Article 6:271 et seq. of the Dutch Civil Code.

## Article 4. Execution of the Agreement

- 4.1. Lennmedia will make every effort to provide the Services in accordance with the Agreement, unless a concrete and sufficiently specific result or guarantee has been expressly promised by Lennmedia in Writing, for example in a Service Level Agreement. In such a case, that obligation is subject to the specific nature of the commitment.
- 4.2. (Interim) delivery dates mentioned by Lennmedia or agreed between the Parties shall always be regarded as target dates and shall be indicative in nature. Such time limits shall only be fatal if the Parties have expressly agreed to so In Writing in derogation from and with specific reference to this paragraph.
- 4.3. The Client is entitled to give instructions to Lennmedia with regard to the performance of the Services, but Lennmedia may decide whether or not to follow such instructions.
- 4.4. In the event that the Agreement has been entered into for the purpose of performance by a specific person, Lennmedia reserves the right to replace such person with one or more persons who have equal and/or comparable qualifications.
- 4.5. Lennmedia has the right to engage third parties in the execution of the Agreement. This includes, but is not limited to, subcontractors, subcontractors, subcontractors, technical experts or other service providers relevant to the performance of the obligations under the Agreement. Any unexpected additional costs related to this will only be borne by the Client if this has been agreed in advance in Writing between the Parties. If the Client has reasonable objections to the engagement of specific third parties, the Client will immediately make this known to Lennmedia in Writing. Both Parties will then try to reach a solution in good faith, taking into account the interests of both Parties and the execution of the Agreement. Ultimately, Lennmedia is entitled to determine whether it continues to use the relevant third party, and remains responsible for the proper performance of the Agreement at all times, regardless of whether third parties are engaged.
- 4.6. Lennmedia will endeavour to ensure that the Services comply with laws and regulations that are directly applicable to Lennmedia. The Client is responsible for complying with obligations that apply to the Client on the basis of laws and regulations. If Client wishes the Services to comply with laws and regulations that are not directly applicable to Lennmedia, Client can submit a request to Lennmedia. Unless the execution of such a request is explicitly part of the agreed Services, such request will be regarded and treated as Additional Work.

## Article 5. Cooperation

- 5.1. The Client will provide Lennmedia with all support that is necessary and desirable to enable the correct execution of the Agreement. In any case, the Client will provide Lennmedia with all information that Lennmedia indicates is necessary, or that the Client should reasonably understand to be necessary for the execution of the Agreement. The Client guarantees the correctness and completeness of the information provided by the Client. Lennmedia has the right to check the information, but is not obliged to do so.
- 5.2. If the Client does not provide the agreed cooperation, or if it appears that the information provided by the Client is incorrect or incomplete, Lennmedia has the right to suspend the Agreement until the Client has provided the requested cooperation or has provided the necessary information.
- 5.3. If the employees of Lennmedia or third parties engaged by Lennmedia have to perform work at a location designated by the Client, the Client will provide all reasonable support and facilities that are necessary free of charge. At the request of the Client, Lennmedia will instruct the persons concerned to comply with the regulations applicable at the location.

## Article 6. Accounts and access

- 6.1. In the event that Services or certain aspects thereof are made available to the Client remotely, a certain means of access may be required to be able to use the Service, such as login details for an Account. Lennmedia will then provide the necessary means of access or enable the Client to choose them themselves. Means of access are personal and may not be shared with third parties, unless otherwise agreed.
- 6.2. Unless otherwise agreed, the Client is responsible for the end-user management, the granting or revocation of rights and the creation or removal of means of access.
- 6.3. The Client is obliged to use a sufficiently strong password with regard to Accounts, and to change any standard password provided by Lennmedia without delay.
- 6.4. The Client is responsible for any use, with or without his permission, of the Services and the means of access made available to the Client. Lennmedia is not responsible for misuse of means of access. Lennmedia may rely on and assume that all actions performed via a particular means of access are carried out under the direction, supervision and approval of the Client.
- 6.5. If means of access are (suspected) lost or leaked, the Client will immediately take all measures that are reasonably necessary, desirable and possible to prevent misuse of the means of access. These measures may include, for example, changing the password associated with an

Account. In any case, the Client will immediately report this to Lennmedia, so that Lennmedia is able to take any additional measures to prevent (further) abuse of the Service.

- 6.6. Lennmedia may change the means of access to the Services from time to time at its sole discretion. Lennmedia will inform the Client in a timely manner in the event of any changes.
- 6.7. At the request of the Client, LennMedia will block certain means of access. In addition, Lennmedia itself is also entitled to block means of access without notice, if Lennmedia suspects or is aware of unauthorised use of the means of access in question. Lennmedia is not liable for any damage that the Client, its users or third parties will suffer as a result.

## Article 7. Usage limits

- 7.1. Lennmedia may apply certain usage limits with regard to the Services, which the Client may not exceed. If no specific agreements have been made between the Parties, a limit based on fair use applies. Fair use means that the Client may use a maximum of twice as much of the relevant unit (e.g. data traffic) as the average use of other Lennmedia customers. The foregoing does not apply in situations where the Client has purchased a specific size of a unit, such as a certain amount of storage space. In such cases, the separate agreements and conditions as set out in the Agreement will apply.
- 7.2. If the Client consumes more than is permitted under the Agreement, Lennmedia is entitled to charge an additional amount in accordance with Lennmedia's usual rates afterwards.
- 7.3. Lennmedia will not be liable if the Services are not accessible or do not function properly when the applicable usage limits are exceeded.

## Article 8. Rules of use

- 8.1. The Client guarantees that the (results of the) Services will not be used for activities that are in violation of applicable laws or regulations. Furthermore, Client guarantees that all end users (whether or not employees of Client or third parties/persons) to whom it provides access to the (results of the) Services, will not use the (results of the) Services for activities that are in violation of applicable laws or regulations, and that these persons will follow the rules of use, as included in this article or possibly (further) made available by Lennmedia, .
- 8.2. In addition, it is expressly not permitted (whether lawful or not) to offer or distribute materials through the (results of the) Services that:
- h) contain malicious content (such as malware or other malicious software);
  - i) infringe any rights of any third party (such as Intellectual Property Rights), or are manifestly libelous, defamatory, abusive, discriminatory or hateful;
  - j) contain information about or may be helpful in violating the rights of third parties, such as hacking tools or explanations about computer crime that are intended to cause the reader to commit criminal conduct and not to be able to defend himself against it;
  - k) constitute a violation of the privacy of third parties, including in any case but not exclusively the dissemination of personal data of third parties without permission or necessity;
  - l) contain terrorist content, as referred to in Article 2(7) of Regulation (EU) 2021/784;
  - m) contain hyperlinks, torrents or references to (locations of) materials that infringe copyrights or other Intellectual Property Rights;
  - n) or contain or are apparently intended to help others find child pornography, bestiality pornography, or animation thereof.
- 8.3. The Client shall refrain from hindering other customers of Lennmedia or other internet users in general when using the Service(s) (including but not limited to sending spam (unsolicited and/or unauthorized sending of messages and/or e-mails), or from causing damage to systems or networks of (the suppliers of) Lennmedia. If, in the opinion of Lennmedia, actions of the Client cause or may cause hindrance, damage or other danger to the correct and/or safe functioning of the systems or networks used for the Services, in particular as a result of excessive sending of data, (distributed) denial-of-service attacks, poorly secured systems or activities of viruses, Trojans or similar software, Lennmedia is entitled to take all measures it reasonably deems necessary to avert or prevent this danger.
- 8.4. If Lennmedia is reasonably of the opinion, or if a third party points out to Lennmedia that information is stored or distributed by or on behalf of the Client via the systems that are part of the Services provided, which, according to that third party, infringes the rights of that third party or otherwise acts unlawfully, Lennmedia will inform the Client thereof. The Client must then provide a reasoned Written response to Lennmedia seeking rebuttal as soon as possible, but no later than forty-eight (48) hours after notification, after which Lennmedia will independently decide which measures to take. Measures may include permanently deleting (without the obligation to back up), or restricting access to the information to which the complaint relates. In cases that are urgent in the opinion of Lennmedia, Lennmedia can intervene immediately without having to inform the Client in advance. Lennmedia may recover the reasonable costs associated with the measures referred to in this paragraph from the Client.
- 8.5. The Client indemnifies and will hold Lennmedia indemnified against any form of claim, complaint or litigation by a third party in connection with the information added and/or distributed by the Client or its end users via the (results of the) Services.
- 8.6. Lennmedia is entitled to partially or completely deny the Client access to the Services if Lennmedia has established that the Client has acted in violation of the applicable rules of use and the Client has failed to take measures to end the violation in question after notification by Lennmedia about this.
- 8.7. Lennmedia is entitled to provide the name, address and other identifying data of the Client and/or its end users to a third party who complains that the Client and/or the end user in question is infringing its rights, as soon as the requirements laid down in the law or arising from case law have been met. Furthermore, Lennmedia is entitled to provide the name, address and other identifying data of the Client and/or its end users to the competent authorities if Lennmedia is obliged to do so under applicable laws or regulations, such as in the case of an authorized order.
- 8.8. Lennmedia strives to act as reasonably, carefully and adequately as possible after complaints about the Client and/or its end users and is not liable for any damage resulting from the measures taken in accordance with this article.

## Article 9. Availability, maintenance, and support

- 9.1. In the event that the Agreement (also) relates to the delivery of Services or certain aspects thereof that are made available to the Client at a distance, Lennmedia will make every effort to achieve uninterrupted availability of the Service, but will only offer guarantees in this regard if these have been agreed In Writing in, for example, a Service Level Agreement.
- 9.2. Lennmedia has the right to temporarily put its Services or parts thereof out of service for the purpose of maintenance, modification or improvement thereof, and or maintenance, modification or improvement of the associated software or other facilities. Lennmedia makes every effort to ensure that such decommissioning takes place as much as possible at the time when the Service is least used and to inform the Client in advance of any planned decommissioning.
- 9.3. In the event that Lennmedia is of the opinion that a decommissioning of the Service is necessary for the proper functioning of the Service, it is entitled to decommission the Service immediately without prior notice to the Client. In these cases, Lennmedia will indicate at the request of the Client what the reason for this was. If agreed, Lennmedia offers a certain degree of support to the Client in the delivery of the Services. Lennmedia may impose reasonable restrictions on the use of the forms of support offered, even if this has not been expressly agreed in advance. In addition, Lennmedia is free to determine and/or change the availability and response times of the support.
- 9.4. Lennmedia will provide a reasonable level of support with regard to user questions about the Service, but only offers guarantees in this regard if these have been agreed In Writing in, for example, a Service Level Agreement.

## Article 10. Data and backups

- 10.1. Only if agreed In Writing, Lennmedia will make back-up copies of Client Data stored by the Client on Lennmedia's systems, and provide them to the Client upon request, possibly for a further fee.
- 10.2. Lennmedia is entitled to delete the Client Data and any backup copies thereof immediately after termination of the Agreement, regardless of the reason for termination of the Agreement. It is the responsibility of the Client to request and obtain a copy of the Client Data in a timely manner in accordance with Article 11 or any agreements to the contrary between the Parties in this regard.
- 10.3. Unless prohibited by applicable laws and regulations, Lennmedia is entitled to make backups of the stored Client Data on its own initiative.
- 10.4. Unless otherwise agreed in Writing, or Lennmedia is obliged to cooperate on the basis of applicable law, Lennmedia is not obliged to cooperate with a request from Client to make changes to backups, or to restore previous versions.

## Article 11. Exit

- 11.1. In the event of a legally valid termination of the Agreement by the Client, Lennmedia shall, at the request of the Client, the request of which must be submitted In Writing before or at the time of the termination by the Client, make every effort to cooperate to enable migration to and/or transfer of Client Data to the Client or a service provider designated by the Client. The foregoing is at all times limited to the possibilities as offered by Lennmedia at that time.
- 11.2. For the cooperation referred to in the previous paragraph, Lennmedia will apply its rates applicable at that time. Costs related to transfer to another service provider are also borne by the Client.

## Article 12. Additional work

- 12.1. If the Client requests additional work, the Parties will consult with you and Lennmedia may make you an additional offer to that effect. Lennmedia will only perform the Additional Work after acceptance of the offer by the Client. Lennmedia has the right to refuse a request for Additional Work.
- 12.2. For additional work for which Lennmedia can demonstrate that it is reasonably necessary to be able to comply with the Agreement, or when that necessity reasonably follows from instructions from the Client, Lennmedia does not need further permission. Such work will then be carried out at Lennmedia's standard rates in force at the time of performance of the work in question, unless the Parties have agreed otherwise.

## Article 13. Compensation

- 13.1. All prices mentioned by Lennmedia are in euros and do not include sales tax and other levies imposed by the government.
- 13.2. All prices mentioned are subject to programming and typing errors.
- 13.3. Where the Agreement mentions "the applicable hourly rate" or "applicable rates" or words to that effect, it means standard rates of Lennmedia that are in force at the time of performance of the work in question, unless the Parties have agreed otherwise. The standard rates are provided by Lennmedia at the request of the Client.
- 13.4. No rights or expectations can be derived by the Client from a pre-calculation or budget issued by Lennmedia, or a budget issued by the Client, and cannot be regarded as a fixed price, unless the Parties have expressly agreed in Writing a fixed price for the Service in question.
- 13.5. In principle, work is carried out by Lennmedia during Office Hours. If Lennmedia performs work outside Office Hours on behalf of the Client, these overtime hours will be recorded and charged as follows: (a) in the case of overtime outside Office Hours on Working Days that do not fall under subsection (c), a surcharge of 50% on the applicable hourly rate will apply; (b) in the event of overtime outside of Business Hours on non-Business Days not covered by subsection (c), a 100% surcharge on the applicable hourly rate will apply; (c) in the case of overtime between 00:00 and 06:00 on Working Days or non-Working Days, a surcharge of 150% on the applicable hourly rate applies.
- 13.6. If Lennmedia has to perform work at a location other than Lennmedia's usual location (for example at the Client's location), Lennmedia is entitled to charge the Client for the additional costs separately. These costs can include travel costs, travel time, (travel) insurance costs,



accommodation costs and costs for food and drinks. Such costs will be charged afterwards, with a specification. The Parties shall endeavour to coordinate the nature and extent of such costs in advance as far as possible.

- 13.7. With regard to agreed fees, Lennmedia is entitled to change them once a year. Lennmedia will send you a Written Notice of any change no later than one (1) month before the change takes effect. If the Client does not agree with the change, the Client has the right to terminate the Agreement In Writing with effect from the date on which the price change takes effect. A notice of termination must be received by Lennmedia no later than seven (7) days before the date of entry into force of the amendment. A price reduction can be implemented by Lennmedia at any time without the Client having the opportunity to terminate the Agreement.
- 13.8. In addition to what is stipulated in the previous paragraph, Lennmedia is entitled to index the agreed fees (a) once a year with a percentage that does not exceed the CBS index for Consumer Prices (2015=100), based on the annual average of, or a specific month from, the previous calendar year; and (b) to make reasonable changes in the interim if the tariffs of its suppliers of, for example, electricity, data centre, software and (public) cloud solutions reasonably give cause to do so. In the event of a change pursuant to this paragraph, Lennmedia will send a Written notification to the Client no later than one (1) month before the change takes effect. A change based on this paragraph does not entitle the Client to terminate the Agreement.

## Article 14. Invoicing

- 14.1. The Agreement stipulates the time at which Lennmedia will charge the fee for the agreed Services to the Client. If no specific agreements have been made, Lennmedia is entitled to charge fixed fees in advance and fees that are calculated on the basis of subsequent calculation, each time per calendar month afterwards.
- 14.2. Lennmedia will send the Client an (electronic) (collective) invoice for the agreed fees to the (e-mail) address of the Client known to Lennmedia or make it available via the Service.
- 14.3. The payment term for an invoice is 14 days after the invoice date, unless the Parties have agreed in Writing a different payment term or if a longer payment term is stated on the invoice in question.
- 14.4. Notwithstanding the foregoing, Lennmedia is entitled to collect the periodic fees owed by the Client by direct debit. The Client will issue any necessary authorizations for the automatic collection of amounts due, ensure that a sufficient balance is available at the collection moments and perform any other actions in order to enable timely payment via this method.
- 14.5. If the Client objects to the amount of an invoice, this does not suspend its payment obligation, but the Parties will consult with them to reach an amicable solution.
- 14.6. In the event of non-payment, the Client will be in default by operation of law from the due date of the invoice, without prior notice of default being required. Lennmedia is then entitled to charge the Client the entire amount due, as well as the statutory interest for commercial transactions calculated on the due date from the due date.
- 14.7. Without prejudice to the above, all costs associated with the collection of outstanding claims – both judicial and extrajudicial costs (including any reasonable costs for lawyers, bailiffs and collection agencies engaged for this purpose) – will be borne by the Client.
- 14.8. The Client is not entitled to set off any payment obligation resting on the Client against any claim against Lennmedia for any reason whatsoever.
- 14.9. Lennmedia has the right to suspend the Agreement in whole or in part without being liable for any adverse consequences, if the Client has not paid an invoice in full within the expiry period, or if full payment is not made after voluntary reminder by Lennmedia. During the suspension, any periodic fees remain due.
- 14.10. If an invoice is sent to a third party at the request of the Client, this does not relieve the Client in any way of the obligations resting on it.

## Article 15. Intellectual property rights

- 15.1. All Intellectual Property Rights relating to the Services and Materials developed or made available by Lennmedia under the Agreement are vested exclusively in Lennmedia or its suppliers. Nothing in the Agreement is intended to transfer Intellectual Property Rights in whole or in part to the Client. The Client only obtains the rights and powers thereto that have been expressly and Written by Lennmedia in the Agreement or otherwise. Rights are non-exclusive, non-transferable and non-sublicensable, unless otherwise agreed in Writing.
- 15.2. Lennmedia may take (technical) measures to protect the Services and Materials. If Lennmedia has taken such security measures, the Client is not allowed to avoid or remove this security.
- 15.3. The Client is not permitted to remove or change any indication regarding copyrights, trademarks, trade names or other rights of Intellectual Property from Materials originating from Lennmedia or the Services provided, including indications regarding the confidential nature thereof. In addition, Client is not permitted to retrieve the source code of any software software supplied by Lennmedia under the Agreement by means of reverse engineering, decompilation or otherwise, except insofar as this cannot be prohibited by mandatory law.
- 15.4. All Intellectual Property Rights with regard to Client Data and Materials that the Client supplies to Lennmedia are vested in the Client or its suppliers. The Client hereby grants Lennmedia a right of use to all Client Data, data and Materials provided by the Client to Lennmedia, which right Lennmedia will only exercise in the context of the performance of the Agreement. The Client guarantees that the Client has all rights and permissions that are necessary for the use of the Client Data, data and Materials that the Client provides to Lennmedia, or that the Client stores or distributes itself using the Services, and indemnifies Lennmedia against any claims by third parties in this context.
- 15.5. During the term and after the end of the Agreement, Lennmedia is permitted to describe the cooperation with and/or customer case regarding the Client for promotional purposes in the Materials and channels used by Lennmedia (such as its website), whereby the trade name, image and word mark of the Client may be used as an illustration. If the Client objects to the way in which Lennmedia has made use of the aforementioned right, the Client can make this known to Lennmedia In Writing and Lennmedia will consider the objection in all reasonableness and decide whether or not to make adjustments.



## Article 16. Secrecy

- 16.1. The Parties shall treat Confidential Information received from the other Party before and during the performance of this Agreement for the duration of the Agreement. The Parties also impose this obligation on their employees and on third parties engaged by them for the performance of the Agreement.
- 16.2. Both Parties shall exercise the same degree of care in the protection of Confidential Information as the disclosing Party uses to protect its own Confidential Information, but in each case no less than reasonable care.
- 16.3. This article does not apply to information that:
- o) is or becomes generally accessible to the public for reasons other than disclosure by the receiving Party in violation of this Agreement;
  - p) was already in the possession of the receiving Party before it was disclosed to it by or on behalf of the disclosing Party;
  - q) is made available to the receiving Party on a non-confidential basis by a source other than the disclosing Party, which is not obliged to keep such information confidential; or
  - r) was created by the receiving Party itself before it was provided by the providing Party to the receiving Party.
- 16.4. If a receiving Party is required by law to disclose Confidential Information to third parties, it shall promptly notify the other Party in Writing, unless this is not permitted by law, so that such Party may request precautionary attachment or other appropriate legal remedy and/or waive compliance with these confidentiality provisions.

## Article 17. Staff

- 17.1. During the term of the Agreement, as well as up to one (1) year after its expiry, the Client is not permitted to approach employees of Lennmedia in order to offer them employment, to employ them or to have them work for them in any other way, directly or indirectly, without the prior Written consent of Lennmedia. For the purposes of this context, employees are defined as persons who, for whatever reason, are employed by or hired by Lennmedia or any of its affiliates, including persons who were not more than one (1) year ago. The prohibition does not apply if the employee has demonstrably responded of his own accord to a vacancy of the Client that has been published through the usual channels.
- 17.2. If the Client violates a prohibition in this article, it will owe Lennmedia an immediately due and payable penalty of five thousand euros for each violation established without notice of default being required, as well as, insofar as the violation can be stopped, an immediately due and payable penalty of one thousand euros for each day or part of a day that the violation continues, without prejudice to Lennmedia's right to claim full compensation as well as compliance with provisions of this article.

## Article 18. Liability

- 18.1. Lennmedia's liability due to an attributable shortcoming in the performance of the Agreement, an unlawful act or on any other ground, is limited to what is stipulated in this article.
- 18.2. Lennmedia's total liability towards the Client for damage or other claims is limited per event (whereby a series of related events counts as one event) to a maximum of the amount of the compensation stipulated for the performance of the Agreement (excluding VAT). If the Agreement mainly concerns a continuing performance agreement with a term of one (1) year or more, the fee stipulated for one (1) year will be taken into account. However, under no circumstances will Lennmedia's total liability per year, on whatever legal basis, exceed fifty thousand euros. This limitation of liability expressly applies also with respect to any warranties or indemnification obligations provided by Lennmedia.
- 18.3. Lennmedia's liability for indirect damage is completely excluded. In this context, indirect damage is understood by the Parties to mean: loss of profit, lost savings, reduced goodwill and damage due to business interruption.
- 18.4. Lennmedia's liability for attributable failure in the performance of the Agreement only arises if the Client gives Lennmedia notice of default in Writing as soon as possible, and in any event within fourteen (14) days after discovery, setting a reasonable period to remedy the shortcoming, and Lennmedia continues to attributable fail to comply with its obligations even after that period. The notice of default must contain a description of the shortcoming that is as detailed as possible, so that Lennmedia is able to respond adequately.
- 18.5. Any agreed limitation of liability will lapse if and insofar as the damage is the result of intent or deliberate recklessness on the part of Lennmedia's management.
- 18.6. Any claim for compensation by the Client will lapse by the mere lapse of twelve (12) months after the claim has arisen, unless the Client has filed the legal claim for compensation for the damage suffered during this period.
- 18.7. The Client shall indemnify Lennmedia as well as its employees and auxiliary persons engaged by Lennmedia against claims from third parties who, in connection with the execution of the Agreement, suffer damage as a result of the acts or omissions of the Client, the provision of Materials by the Client, the inaccuracy or incompleteness of data or information provided by or on behalf of the Client and/or unsafe situations at a location designated by the Client where work is carried out.

## Article 19. Force majeure

- 19.1. Neither Party can be held to comply with any obligation if a circumstance that is beyond the control of the Parties (force majeure) and that could not or should not have been foreseen at the time the Agreement was concluded, nullifies any reasonable possibility of performance. Force majeure includes, but is not limited to: (a) failures of public infrastructure that is normally available to Lennmedia and on which Lennmedia is dependent for the performance of the Agreement, but over which Lennmedia has no actual control; (b) failures within Lennmedia's own infrastructure caused by malicious software, network attacks such as (D)DOS attacks, or successful or unsuccessful attempts to circumvent network security or system security; (c) shortcomings of Lennmedia's suppliers, which Lennmedia could not foresee and for which Lennmedia cannot hold its supplier liable, for example due to force majeure on the part of the supplier in question; (d)

government measures, civil unrest, war, terror, strikes and floods; (e) defectiveness of goods, equipment, or other material the use of which the Client has prescribed to Lennmedia; and (f) prolonged unavailability of employees of Lennmedia or third parties engaged by it as a result of illness.

- 19.2. If a force majeure situation has lasted longer than ninety (90) days, each of the Parties shall have the right to terminate the Agreement In Writing.

## Article 20. Alterations

- 20.1. If the Client wishes to amend the Agreement, the Client may submit a request to Lennmedia to that effect. Such changes shall only apply if they have been expressly accepted and confirmed by Lennmedia in Writing.
- 20.2. Lennmedia reserves the right to unilaterally change or supplement these General Terms and Conditions, also with regard to existing Agreements. In the event of a change, Lennmedia will inform the Client in writing. Changes will not take effect until thirty (30) days have elapsed from notification. If the intended change demonstrably has a significant negative impact on the position of the Client, the Client will be entitled to terminate the Agreement In Writing, provided that the notification to this effect is received by Lennmedia no later than fourteen (14) days before the date on which the change takes effect. Changes of minor importance, changes pursuant to the law and changes in favor of the Client, can be implemented at any time with immediate effect without notice and without the Client having the right to terminate the Agreement.

## Article 21. Remaining

- 21.1. The Agreement is exclusively governed by Dutch law.
- 21.2. All disputes arising from or in connection with the Agreement shall be brought exclusively before the competent court in the district where Lennmedia has its registered office, unless otherwise prescribed by the rules of mandatory law, on the understanding that Lennmedia is also entitled to submit a dispute to a court with jurisdiction on other grounds.
- 21.3. If any provision of the Agreement proves to be null and void or voidable or becomes or is invalid in whole or in part for any other reason, the other provisions of the Agreement shall remain in full force and effect. Lennmedia will replace the invalid clause with a clause that is valid and whose legal effects, in view of the content and purport of this Agreement, correspond as much as possible to those of the invalid clause.
- 21.4. Lennmedia has the right to transfer the Agreement in whole or in part to a company belonging to the group as referred to in Article 2:24b of the Dutch Civil Code, or to a third party that takes over the relevant business activity from Lennmedia or another third party without any further cooperation from the Client being required. The Client gives Lennmedia permission to do so in advance, insofar as required. Lennmedia will inform the Client if such a transfer has taken place.
- 21.5. The rights and obligations that the Client has under the Agreement may not and cannot be transferred, alienated or pledged by the Client to third parties, except with the Written consent of Lennmedia. Lennmedia will not withhold such permission on unreasonable grounds.
- 21.6. The version of communication received or stored by Lennmedia, as well as any log files kept or measurements taken by Lennmedia with regard to the Services, shall be regarded as authentic evidence, subject to evidence to the contrary to be provided by the Client.
- 21.7. Any change of name, place of residence or registered office, or billing address or legal form must be communicated by the Client to Lennmedia in Writing as soon as possible.

# Module C: Hosting and data center services

This section contains specific provisions that apply if the Agreement relates to the provision of the relevant Service.

## Article 1. Installation, configuration and management

- 1.1. Unless otherwise agreed In Writing or unless the nature of the Service provided indicates otherwise, the Client is responsible for the installation, configuration and management of the Services. Lennmedia is entitled to charge costs to the Client for any support in this context.
- 1.2. Unless the nature of the Service provided indicates otherwise, the Client does not have the right to independently make adjustments or to install software within Lennmedia-managed aspects of the Services, without the Written permission of Lennmedia.
- 1.3. If the Client wishes to independently implement a change to the software provided, this will be done entirely at the Client's own risk and responsibility, unless the Client has notified Lennmedia of the desired change in advance and Lennmedia has approved it In Writing. Lennmedia is entitled to attach further conditions to approval.
- 1.4. If Lennmedia administers the Service as part of the Service, Lennmedia will make every effort to keep the software it uses for the Service up to date. However, Lennmedia is dependent on its supplier(s) for this. Lennmedia is entitled not to install certain updates or patches if, in its opinion, this does not benefit the correct delivery of the Service or if failure to install this does not in its opinion be detrimental to the provision of the Service.

## Article 2. Web hosting, VPS and dedicated servers

- 2.1. If the Agreement relates to web hosting, also referred to as "shared hosting", the capacity and storage space of the hardware made available by Lennmedia to the Client will be shared with other customers of Lennmedia. Due to the shared infrastructure in web hosting, the Client must avoid unnecessary peak loads on the Services and refrain from using the Services in such a way that it causes inconvenience to other customers using the same hardware. In the event of excessive load on the hardware by the Client, Lennmedia may temporarily block or restrict the Services for the Client in whole or in part in order to ensure the quality of the service for other customers, without any liability for any resulting damage. In such a case, Lennmedia will inform the Client as soon as possible and will discuss a suitable solution with the Client.
- 2.2. If the Agreement relates to hosting via a virtual private server (VPS), Lennmedia will make virtually subdivided hardware available to the Client. This gives the Client its own capacity and storage space within the VPS to manage its applications and data.
- 2.3. If the Agreement relates to dedicated hosting, Lennmedia will make specific hardware available to the Client for use by the Client only and the storage space and capacity of the hardware will therefore not be shared with third parties or other customers of Lennmedia. However, the hardware is and remains the property of Lennmedia or its suppliers. The physical installation and maintenance of the hardware is carried out by Lennmedia. The Client therefore has no right of access to the server room. Lennmedia has the right to assign you other hardware, provided that the replacement hardware reasonably meets the requirements that applied to the original hardware. In such a case, Lennmedia will make a plan of action with the Client in advance for the planned move, except in urgent cases.

## Article 3. Colocation

- 3.1. If the Agreement relates to colocation, Lennmedia will only make a server room, network and power facilities available to the Client, but the Client will provide the hardware itself. The Client must provide all hardware and (peripheral) equipment that is necessary for the desired colocation and these must meet the technical specifications and requirements set by Lennmedia in this regard.
- 3.2. Unless otherwise agreed, the installation of and maintenance with regard to the hardware is carried out by the Client. If it has been agreed that the installation and maintenance of the hardware will be carried out by Lennmedia, the Client will not be entitled to access the server room. If it has been agreed that the Client is entitled to access the server room, or the installation and maintenance of the hardware is carried out by the Client, the provisions regarding access to the server room as included in these General Terms and Conditions apply.
- 3.3. Lennmedia may move the Client's hardware to another (or other room in the) data centre, provided that the replacement space reasonably meets the requirements that also applied to the original space. Lennmedia and the Client will agree on a time for the move, on the understanding that Lennmedia will always be given the opportunity by the Client to carry out the move within fourteen (14) days after the request for consultation.
- 3.4. All costs incurred in the context of the move referred to in the previous paragraph, including the reasonable costs incurred by Lennmedia, will be borne by the Client.
- 3.5. The Client guarantees that the hardware will not cause any damage to the server room, the third-party hardware placed therein or the cabling installed therein, or will disrupt or influence the operation thereof.
- 3.6. Lennmedia has the right to move, disable or remove the hardware if unforeseen circumstances force it to do so, without being liable for any damages resulting therefrom.
- 3.7. The Client is obliged to insure itself and the hardware sufficiently and properly and to keep it insured against damage consisting of loss, theft, damage and damage to other items. Lennmedia is not obliged to insure the hardware in any way, unless otherwise agreed in Writing. At Lennmedia's first request, the Client must provide the relevant policy(ies) or insurance certificates.
- 3.8. Upon termination of the Agreement, Lennmedia will enable the Client to collect the hardware and other peripheral equipment supplied by the Client for the purpose of the colocation at a time specified by Lennmedia, or arrange for it to be returned to the Client. Storage and shipping is at the expense and risk of the Client.
- 3.9. If the Client fails to comply with the Agreement, Lennmedia has the right to retain the hardware until the Client has fulfilled all its (payment) obligations.

## Article 4. Server room access

- 4.1. If the Agreement (also) relates to colocation or dedicated hosting, but does not extend to the installation and maintenance of the hardware by Lennmedia, the Client will gain access to the server room itself, but only to the extent necessary in the context of the installation and/or maintenance of hardware. The Client is obliged to strictly follow all conditions and instructions set by Lennmedia when entering the server room.
- 4.2. The opening hours and the applicable procedures for gaining access to the server room will be made known to the Client on request. Lennmedia reserves the right to change the opening hours as well as the applicable procedures at any time.
- 4.3. The Client will only have the hardware maintained by sufficiently skilled and competent personnel. It is not permitted to grant access to the server room to third parties (such as customers of the Client), unless Lennmedia has given written permission for this.
- 4.4. The Client will carry out the installation and maintenance work on the hardware as efficiently as possible without causing inconvenience to Lennmedia or others.
- 4.5. The cabling in the server room, including at least cabling in shared racks, above ceilings and under the floors, will be installed exclusively by Lennmedia. Only the cabling in private racks is provided by the Client.
- 4.6. It is expressly not permitted to make changes to the server room, unless Lennmedia has given Written permission for this. If the Client has made changes without Written permission, Lennmedia has the right to demand repair of the server room, or to have repair carried out at the expense and risk of the Client itself.
- 4.7. Lennmedia is entitled to enter the server room at any time to check whether the Client observes the regulations described above and any additional conditions, procedures and instructions.

- 4.8. In the event of a relocation of the hardware or termination of the Agreement, the Client will deliver the server room as made available by Lennmedia at the start of the Agreement. If the Client does not comply with this obligation, Lennmedia is entitled to carry out work itself (or have it carried out) to restore the server room to the intended state, and may recover the costs for this from the Client.
- 4.9. If the Client fails to comply with the Agreement, Lennmedia is entitled to deny the Client access to the server room.

## Article 5. Upgrades and downgrades

- 5.1. The Client has the right to request an upgrade or downgrade of the contracted Services at any time, depending on the nature of the Service and the availability of the desired resources and specifications.
- 5.2. Lennmedia has the right to refuse requests for upgrades or downgrades, unless the nature of the Service in question consists of the flexible (interim) ability to change resources.
- 5.3. Upgrades and downgrades can be requested via the designated customer portal or via other means of communication authorized by Lennmedia.
- 5.4. Lennmedia will use reasonable efforts to process and implement upgrades and downgrades within a reasonable timeframe, but is subject to the availability of desired resources and possible technical limitations.
- 5.5. Upgrades may result in a review of the fee payable and will take effect immediately after the implementation of the upgrade, unless otherwise agreed by the Parties. In the event of downgrades, any price reduction will take effect from the next billing period following the implementation of the downgrade, unless the Parties have agreed otherwise.
- 5.6. The Client acknowledges that performing an upgrade or downgrade of the Services may result in a certain degree of interruption of the Service. Lennmedia will strive to keep any interruptions to a minimum and to inform the Client of the expected downtime. The Client is responsible for making backups of all Client Data and other data prior to an upgrade or downgrade. Lennmedia is not liable for any loss of data resulting from such modifications.

## Article 6. IP addresses

- 6.1. Insofar as the Agreement relates to the application (for the benefit of the Client) and use of IP addresses (by the Client), the provisions of this article also apply.
- 6.2. The IP addresses made available to the Client remain under the control of Lennmedia, unless otherwise agreed in Writing. The IP addresses can therefore not be taken or moved in the event of termination of the Agreement, unless explicitly agreed otherwise.
- 6.3. If the Agreement extends to the request for IP addresses, any request is subject to the rules and procedures of the relevant registering bodies, such as Réseaux IP Européens (RIPE). Since the relevant authorities independently decide whether or not to grant an application, Lennmedia cannot guarantee that an application will be granted.
- 6.4. When using IP addresses, the Client must observe all applicable laws and regulations and all conditions set by the registering authorities. The use is entirely under the responsibility of the Client. The Client indemnifies and holds Lennmedia harmless for all damage related to the use of the IP address by or on behalf of the Client.
- 6.5. Lennmedia has the right to change the IP addresses made available to the Client or to assign a different IP address to the Client at any time. Lennmedia will try to take the interests of the Client into account.
- 6.6. If the Agreement is terminated, dissolved or if the Client persistently fails to comply with its obligations under the Agreement, Lennmedia will be entitled to make the IP addresses inaccessible, to block them, to withdraw them, to use them themselves, or to terminate their registration with the registering authority or, insofar as this is not already the case, in their own name; without being liable in any way for any damage resulting therefrom.

## Article 7. Certificates

- 7.1. Insofar as the Agreement relates to the application (for the benefit of the Client) and use of certificates, including TLS certificates, (by the Client), the provisions of this article also apply.
- 7.2. The procedure for applying for and granting certificates is subject to the rules and procedures of the certificate authority that issues the certificate. The relevant certificate authority decides on the granting of the certificate and will carry out the checks deemed necessary for this purpose. Lennmedia only plays a mediating role in the application procedure and does not guarantee that an application will be granted. Lennmedia is entitled to have the application made through an intermediary.
- 7.3. Certificates are valid for the agreed period of validity, unless they are revoked in the meantime. Lennmedia and the relevant certificate authority may immediately revoke the certificate if: (a) it appears that the Client has provided incorrect information for the purpose of obtaining the certificate; or (b) in the opinion of Lennmedia and/or the Certificate Authority, the reliability of the Certificate has been compromised; (c) other circumstances exist that justify withdrawal.
- 7.4. Lennmedia has the right to revoke the certificate (or have it revoked) if the Client fails to comply with its obligations under the Agreement and does not remedy this shortcoming within fourteen (14) days after notice of default by Lennmedia.
- 7.5. When using the certificate, the Client must comply with all laws and regulations and all conditions set by the certificate authority. Such conditions will be provided by Lennmedia at the request of the Client.
- 7.6. If the certificate is revoked, the Client is not entitled to a replacement certificate or to a refund of (part of) the fee for the certificate, unless the withdrawal is attributable to Lennmedia. In such a case, Lennmedia will provide a new certificate as a replacement for the remaining period of validity of the original certificate, if possible.
- 7.7. Lennmedia is not obliged to warn the Client that the certificate will have to be renewed before the certificate expires. It remains the Client's own responsibility to renew certificates (or have them renewed) in a timely manner. Lennmedia is not responsible for damages resulting from late renewal.

## Article 8. Domain names

- 8.1. Insofar as the Agreement relates to the application (for the benefit of the Client) and use of domain names (by the Client), the provisions of this article also apply.
- 8.2. The procedure for applying for and assigning domain names is subject to the rules and procedures of the registering authority, such as the Foundation for Internet Domain Registration in the Netherlands (SIDN) in the case of .nl domain names. The relevant authority decides whether or not to grant the domain name. Lennmedia has no influence on this.
- 8.3. Lennmedia only plays a mediating role in application procedures. Lennmedia is entitled to have the application made through an intermediary.
- 8.4. If the domain name requested by the Client has been successfully registered, Lennmedia will send a confirmation email to the Client about this. Only from this confirmation e-mail can the Client conclude that the domain name has been successfully registered. An invoice for the registration fee is not a confirmation of the actual registration of the domain name.
- 8.5. When using the domain name, the Client must observe all laws and regulations and all conditions set by the registering authorities. The use is entirely under the responsibility of the Client. The Client indemnifies and holds Lennmedia harmless for all damage related to the use of the domain name by, on behalf of, or with the approval of the Client.
- 8.6. Lennmedia has the right to make the domain name inaccessible or to block it, or to place it in its own name (or have it placed) in its own name if the Client fails to comply with its obligations under the Agreement and has not remedied this shortcoming within fourteen (14) days after notice of default by Lennmedia.
- 8.7. If the Agreement is terminated or dissolved due to breach of contract by the Client, Lennmedia has the right to terminate the relevant registrations of the Client's domain names, without being liable in any way for any damage resulting therefrom.

# Module D: Hardware for sale

This section contains specific provisions that apply if and to the extent that the Agreement relates to the purchase of hardware.

## Article 1. Delivery

- 1.1. After the conclusion of the Agreement, Lennmedia will make every effort to deliver the hardware to the Client in accordance with the Agreement, or within a reasonable period of time. The risk of loss, theft or damage to the hardware is transferred to the Client at the moment that the hardware has been delivered by Lennmedia to the agreed address.
- 1.2. The Client must check the delivered hardware as soon as possible, but in any case within 7 days after delivery, for any damage or other defects. If the Client notices damage or other defects, the Client must report this to Lennmedia immediately and in Writing. The Client must provide sufficient justification for the damage or defects in the report and must send sufficient evidence to Lennmedia to assess the merits of the report.
- 1.3. If the Client does not report damage or defect to Lennmedia within the period referred to in the previous paragraph, the hardware will be deemed to have been delivered without damage and defects.

## Article 2. Installation

- 2.1. Unless otherwise agreed, the Client is responsible for installing the hardware after delivery by Lennmedia. The Client must strictly follow all instructions given by Lennmedia and any instructions or documentation supplied with the hardware.
- 2.2. Only if expressly agreed in Writing, Lennmedia will install the hardware at a location and manner specified in the Agreement. Lennmedia is entitled to refuse the installation of hardware at a particular location if the location is not possible in its professional opinion, or the correct operation of the hardware at the location in question cannot be guaranteed.
- 2.3. Lennmedia has the right to engage third parties for the installation of the hardware as referred to in the previous paragraph. The Client will provide Lennmedia or the third party(ies) engaged by Lennmedia with access to the designated location and provide the necessary cooperation for the installation of the hardware.
- 2.4. Insofar as relevant, the Client is responsible for the correct power supplies and network connections. If the mentioned facilities are not present, Lennmedia may not be able to carry out a correct and complete installation.

## Article 3. Guarantee

- 3.1. The hardware supplied by Lennmedia is exclusively covered by the manufacturer's warranty, unless additional guarantees are explicitly provided in the Agreement. Information about the manufacturer's warranty is available from Lennmedia on request.
- 3.2. The warranty described above does not apply to damage or defects (1) that are the result of improper use, (2) that are not related to the defectiveness of the materials used and/or the manufacture, (3) that have arisen as a result of the improper storage or storage of the hardware, or (4) that are the result of climatic or other influences.

## Article 4. Return

- 4.1. The return of hardware is only possible with the prior permission of Lennmedia.
- 4.2. Any costs associated with the return will be borne by the Client. The Client will ensure that the hardware is adequately packaged and must return the hardware by means of an insured shipment. The return of the hardware takes place at the risk of the Client.
- 4.3. The Client is obliged to return the hardware to Lennmedia in an undamaged condition, except for normal wear and tear of the hardware. If Lennmedia finds that the Client has made changes to the hardware without the Written permission of Lennmedia, or the hardware has been damaged or lost, any costs for replacement or repair will be fully borne by the Client.