

## GENERAL TERMS AND CONDITIONS OF DELIVERY OF WOLTERS KLUWER NEDERLAND

### CHAPTER 1 – GENERAL PROVISIONS

#### **Article 1 Definitions**

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

Subscription:

Agreement for the periodic supply of Products and/or Services;

Buyer:

Every party who enters into an Agreement with the Supplier or requests an offer from the Supplier;

General Terms and Conditions:

These general terms and conditions were last amended on 1 January 2020;

Content:

All works, texts, data, information or other materials, including visual material, published, announced or made available by Wolters Kluwer, with the exception of Software;

Content Integration Service: the supply of information sources in electronic form by Legal Intelligence to the Buyer via the internet, made accessible in the manner agreed with the Buyer, together with any additional linked products or services, as further documented in Chapter 4;

Services:

All services offered by the Supplier that are the subject of a tender, offer, Agreement, or other legal act between the Supplier and the Buyer, including – but not limited to – Training Courses, Online Products, the supply, installation, and implementation of Software, and the Content Integration Service;

User:

A natural person, working at the Buyer's organization, who may access and use all or parts of the Online Products, Content Integration Service, and/or Software under the Agreement or the General Terms and Conditions;

IP Rights:

All intellectual property and related rights, such as copyrights, trademark rights, and database rights;

Login details:

The username and password, provided by the Supplier, with which the Buyer and Users can access the Online Products;

Legal Intelligence:

The private limited company, Legal Intelligence B.V., with its registered office in Papendrecht and principal place of business at Zuidpoolsingel 2, 2408 ZW Alphen aan den Rijn, entered in the Commercial Register of the Chamber of Commerce under number 24336750;

Supplier:

Wolters Kluwer or Legal Intelligence, depending on the designated supplier under the Agreement;

Training Courses:

All Services offered by Wolters Kluwer in the field of training, including – but not limited to – external and in-company training courses;

Agreement:

Every agreement for the supply of Products and/or Services between the Supplier and the Buyer, including any amendments and additions to that agreement. The Agreement always includes these General Terms and Conditions;

Parties:

The Supplier and the Buyer;

Products:

All physical items offered by Wolters Kluwer that are the subject of a tender, offer, Agreement, or other legal act between Wolters Kluwer and the Buyer, including – but not limited to – books, magazines, and physical media or data carriers;

Online Products:

The services offered by Wolters Kluwer that consist of giving the Buyer remote access to Content, as further documented in Chapter 2;

In writing/Written:

Communication on paper and by e-mail;

Software:

The software developed by Wolters Kluwer or its licensors;

Shop:

A web shop of the Supplier;

Wolters Kluwer:

The private limited company, Wolters Kluwer Nederland B.V., with its registered office and principal place of business at Staverenstraat 15, 7418 CJ Deventer, entered in the Commercial Register of the Chamber of Commerce under number 38013226;

## **Article 2      General**

- 2.1. These General Terms and Conditions apply to and form an integral part of all Agreements and all offers or tenders submitted by the Supplier, and exclude the Buyer's general purchasing or other conditions. Notwithstanding the above, these General Terms and Conditions always take precedence over the Buyer's general purchasing or other conditions.
- 2.2. Once these General Terms and Conditions have applied to a legal relationship between the Supplier and the Buyer, the Buyer is deemed to have consented in advance to the applicability of these General Terms and Conditions to any subsequent Agreements.
- 2.3. The Supplier may unilaterally amend these General Terms and Conditions. The Buyer will be notified of the amended General Terms and Conditions in writing. The amended General Terms and Conditions apply to all existing agreements at the time of the amendment. The Buyer may terminate the Agreement only if it is not practising a profession or running a business and the amendment is significant.

## **Article 3      Agreement**

- 3.1. An Agreement is formed only (i) if the Supplier gives written notice of acceptance of an order, registration, or instruction from the Buyer, (ii) if both Parties sign an Agreement, or (iii) if the Buyer uses a Shop, places the order through that Shop and the Supplier sends e-mail confirmation of the order to the Buyer.
- 3.2. The Supplier's offers and tenders are revocable, subject to contract, and valid for the specified term. If no term has been specified, the offer or tender is valid for up to thirty (30) days after the date on which it is submitted. If the Buyer accepts the Supplier's offer or tender, the Supplier may revoke the offer or tender within two (2) working days of receiving notice of that acceptance.
- 3.3. Notwithstanding the provisions of Article 2.3, the Parties must agree in writing on any additions and amendments to the Agreement. Where applicable, the Supplier may always change, reduce, and/or remove the scope, Content, and/or functionalities of the Content, Services, and/or Products. If the Supplier regards this as a substantial amendment, it must notify the Buyer of that amendment in advance. If the Parties believe the amendment gives cause for doing so, the Supplier will consult with the Buyer about a possible reduction in the price agreed for the Content, Services, and/or Products.

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

- 4.1 Unless stated otherwise, the Supplier's prices exclude turnover tax, other government levies, and administration, installation, transport, and dispatch costs.
- 4.2 If the Buyer places an order through a Shop, payment must be made immediately, in the manner prescribed in the Shop. Other orders are paid based on an invoice sent by the Supplier.
- 4.3 Unless agreed otherwise in writing, invoices must be paid within fourteen (14) days of the invoice date. The Supplier may demand payment in advance, cash payment, and/or security for payment from the Buyer.
- 4.4 Regardless of whether Wolters Kluwer or Legal Intelligence is the supplier, Wolters Kluwer will issue the invoices and the Buyer will be discharged from its obligations by paying Wolters Kluwer. All payments that the Buyer makes to the Supplier will be deducted from the Buyer's longest outstanding invoices, even if these invoices relate to Legal Intelligence.
- 4.5 Payment terms serve as strict deadlines. If payment is late, the Buyer will automatically be in default of payment, with no need for a demand or notice of default, and obliged to pay interest of 1% per month or part of a month on the outstanding amount. If the Buyer does not pay or does not pay on time even after a demand, it must, in addition to the above interest, pay the Supplier the extrajudicial costs, which are calculated at 15% of the principal sum plus interest, subject to a minimum of €150 (excluding VAT). Insofar as the Buyer is not practising a profession or running a business, the Supplier is entitled to an amount equal to the statutory maximum compensation for extrajudicial costs, calculated in accordance with the Extrajudicial Collection Costs (Fees) Decree (*Besluit vergoeding voor buitengerechtelijke incassokosten*).
- 4.6 The Buyer may not suspend payments or apply setoff because of actual or alleged failures by the Supplier to perform, unless the Buyer is not practising a profession or running a business, in which case the provisions of this Article 4.6 do not apply.
- 4.7 The Supplier may introduce price changes. Unless agreed otherwise, price changes are effective immediately.
- 4.8 If the Supplier increases its prices within three (3) months of entering into an Agreement and the Buyer is not practising a profession or running a business, the Buyer may terminate the Agreement in writing if it does not agree with the price increase.

## **Article 5 Subscriptions**

- 5.1 Unless agreed otherwise, subscriptions have a term of twelve (12) months and the commencement date coincides with the start of the subscription period as specified in the invoice.
- 5.2 Unless agreed otherwise, the Supplier charges the Subscription prices to the Buyer annually in advance.
- 5.3 Following the expiry of the period referred to in Article 5.1, the Subscription is tacitly renewed for twelve (12) months each time, unless the Buyer terminates the Subscription in writing, with due observance of a notice period of three (3) months before the end of the current subscription period. Insofar as the Buyer is not practising a profession or running a business, the notice period following completion of the first subscription period of twelve (12) months will be one (1) month or, in the event of a Subscription to a magazine, three (3) months.
- 5.4 A Subscription to a Product that is issued as a yearbook is entered into for at least two years, calculated from the commencement date as referred to in Article 5.1. Unless agreed otherwise, such a Subscription is invoiced annually in arrears.
- 5.5 A Subscription subject to a student discount is entered into for at least two years, calculated from the commencement date as referred to in Article 5.1. Following the expiry of the subscription period, this Subscription is tacitly renewed for twelve months each time, at the then applicable price with no discount, unless the Buyer has terminated the Subscription with due observance of Article 5.3, or the Buyer, prior to the end of the current subscription period, has provided the Supplier with documentary evidence of their continued student status, in which case the Subscription, with the above discount, will be renewed once for a two-year period. A student is defined as a person who is enrolled and studying at an academic university

or university of applied sciences in the Netherlands. The Supplier is entitled to request proof of enrolment.

- 5.6 A trial subscription for the Content Integration Service is free of charge and intended as a one-off introduction, for a maximum duration of two weeks.

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

- 6.1 All Products supplied to the Buyer continue to be Wolters Kluwer's property, until the Buyer has paid all amounts owing to Wolters Kluwer.
- 6.2 The risk of loss or damage of Products passes to the Buyer when the Buyer takes actual possession of them.

#### **Article 7 Confidentiality**

- 7.1 Each Party to the Agreement must keep all information relating to the other party's business operations that could reasonably be deemed private, as well as the contents of the Agreement, strictly confidential and use this information only for the performance of the Agreement, limiting access to persons who need it for that purpose. The Parties warrant that these persons are obliged under an employment contract and/or non-disclosure agreement to keep the private information confidential.
- 7.2 Private information does not include information that was already in the public domain when it became known to the recipient, that became public subsequently, or which the recipient obtained from a third party without being subject to a duty of confidentiality itself or without the third party being subject to such a duty.

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

- 8.1 No delivery periods stated or agreed by the Supplier are strict deadlines. The Supplier will make a proper effort to honor the delivery periods as much as possible.
- 8.2 The Supplier may suspend fulfilling its obligations under an Agreement if the Buyer fails to fully meet its payment obligations and/or to pay on time. Any adverse effects due to the suspension are at the Buyer's expense and risk.

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

- 9.1 Comments or complaints about Services and/or Products must be submitted to the Supplier within fourteen (14) days of receipt of those Services and/or Products. In the absence of such a notification, any claim against the Supplier in relation to defects in the Services and/or Products lapses.
- 9.2 The Buyer may return the Product to Wolters Kluwer within fourteen (14) days of its delivery, with the exception of magazines and Products delivered on the basis of a Subscription. If the Buyer is practising a profession or running a business, this right to return applies only if the Buyer did not order the Product or if there is physical damage to the Product that the Buyer has received. Wolters Kluwer will refund the full sales price to the Buyer within 30 (thirty) days of receipt of the returned Product.

#### **Article 10 Performance of Services**

- 10.1 The Supplier performs all Services on the basis of a best-efforts obligation.
- 10.2 If changes or additions at the Buyer's request cause the scope of the agreed Services to change, for example because of contract extras, the Supplier is entitled to payment for any additional work that arises, in accordance with its applicable rates, when this additional work is performed.
- 10.3 If it has been agreed that the Services will be provided by a certain person, the Supplier may always replace this person by one or more other, equally qualified persons.
- 10.4 If the Supplier provides the Service in phases, it will be entitled to postpone the work for a phase until the Buyer has approved the results of the previous phase in writing.

**Article 11 Training Courses**

- 11.1 Wolters Kluwer reserves the right to make organizational and/or content-related changes to the Training Courses, if circumstances give it reason to do so. Among other things, this means that Wolters Kluwer may make changes to the program, dates, or times and replace speakers. Wolters Kluwer will always notify the Buyer of changes as soon as possible.
- 11.2 Developing and/or offering similar training programs based on the Training Course and/or teaching materials provided is not permitted without Wolters Kluwer's consent.
- 11.3 Wolters Kluwer reserves the right to cancel or reschedule a Training Course if there is an insufficient number of registrations.
- 11.4 If a program offered by Wolters Kluwer SKJ is accredited, the relevant Permanent Education (PE) Points will be issued only once a participant has completed the entire training day and the syllabus is in accordance with the accredited training program. If the syllabus is deviated from, the PE points cannot be issued.
- 11.5 The Buyer may cancel a Training Course in writing or by e-mail only.
- 11.6 If cancellation is more than four (4) weeks before the commencement of the relevant Training Course, the Buyer will not owe Wolters Kluwer any compensation.
- 11.7 If cancellation is more than two (2) weeks but less than four (4) weeks before the commencement of the relevant Training Course, the Buyer will owe Wolters Kluwer twenty-five percent (25%) of the registration fee.
- 11.8 If cancellation is less than two (2) weeks before the commencement of the Training Course, the Buyer will owe Wolters Kluwer one hundred percent (100%) of the registration fee.
- 11.9 If a participant is unable to attend a Training Course, the Buyer may arrange for a substitute to participate.
- 11.10 Complaints about a Training Course can be sent to: [cursus@schulink.nl](mailto:cursus@schulink.nl).

**Article 12 Personal data**

- 12.1 It is possible that Wolters Kluwer may process personal data, as defined in the General Data Protection Regulation (GDPR), pertaining to the Buyer, its employees, and/or customers for the purpose of the Agreement. Depending on the nature of the Supplier's performance under the Agreement, the Supplier is regarded as the controller or processor, within the meaning of the GDPR, in respect of these processing operations. Such data must be processed in accordance with the Supplier's Privacy Statement and applicable laws and regulations, including the GDPR.
- 12.2 The Buyer must inform each party able to access the Services through the Buyer that the Supplier may process personal data of the Buyer's employees and/or customers for the performance of this Agreement and in accordance with the Privacy Statement.
- 12.3 Insofar as the Supplier acts as a processor within the meaning of the GDPR under this Agreement, and as long as the Supplier and the Buyer have not entered into an alternative processing agreement, Articles 12.3-12.12 serve as a processing agreement between the Supplier and the Buyer, with due observance of the provisions of Article 28(3) GDPR.
- 12.4 The Supplier must adequately secure the personal data processed for the Buyer. The Supplier must implement appropriate technical and organizational measures to secure the personal data against loss and any form of unlawful processing. Having regard to the state of the art and the costs of implementation, as well as the risks involved in the processing and the nature of the data to be protected, these measures will guarantee an appropriate security level. These measures must include:
  - (i) physically protecting and securing hardware/data files, including firewalls, password log-ins, and/or encryption;
  - (ii) drawing up a policy document for information security;
  - (iii) allocating responsibilities for security;
  - (iv) using access security (procedures to provide only authorized personnel with access to the information systems and services);

- (v) obliging employees in their employment contract and/or a non-disclosure agreement to uphold the confidentiality of private information, which at least includes personal data.
- 12.5 If a breach of security occurs, leading to the accidental or unlawful destruction, loss, or other unauthorized processing of personal data, the Supplier must notify the Buyer of the breach of security with no unreasonable delay.
- 12.6 The Supplier must use the personal data received from the Buyer in its capacity as processor only for the purpose of supplying Services or Products to the Buyer. Without the Buyer's explicit written consent, the Supplier must not use the personal data for its own purposes or those of third parties.
- 12.7 The Supplier may use third parties in the supply of Products and Services. The Buyer consents to the Supplier hiring third parties ('subprocessors') for the performance of the Agreement. The Supplier must provide updated information about the subprocessors hired for the performance of the Agreement to the Buyer on request. The Supplier must bind the subprocessors to similar obligations relating to the processing of personal data as those necessary for its compliance with this Article 12. If the Buyer has a reasoned objection against a hired subprocessor, the Parties will consult to reach a reasonable solution that is acceptable to them.
- 12.8 The Supplier must not process personal data outside the European Economic Area without the Buyer's consent.
- 12.9 The Supplier must ensure that persons it authorizes to process the personal data for the Buyer will uphold confidentiality or that those persons are subject to an appropriate duty of confidentiality, and that the persons who have access to the personal data will process those personal data only in accordance with the Buyer's instructions;
- 12.10 Having regard to the nature of the processing and the information available to it, the Supplier will give the Buyer all reasonable assistance on request, relating to:
- (1) fulfilling its obligation to answer requests from data subjects (in relation to exercising their statutory rights); and
  - (2) complying with the obligations under Articles 32-36 GDPR.
- 12.11 On termination of the Agreement, the Supplier must, on the Buyer's request and within a period to be determined by mutual agreement between the Parties, destroy any processed personal data (still in its possession) or provide these data in a standard format.
- 12.12 The Supplier must provide the Buyer with the information needed to show that the obligations set out in Article 28 GDPR have been fulfilled. If the Buyer still has specific and legitimate reasons to perform a secondary audit after examining the above information, it may do so after coordinating the details of such an audit with the Supplier.

### **Article 13 Intellectual property rights**

- 13.1 This article does not apply to the Content Integration Service. The provisions of Article 29 apply in that case.
- 13.2 Unless explicitly agreed otherwise in writing, all IP rights to the Services, Products, Software, and Content under the Agreement vest only in Wolters Kluwer and/or its licensors. The provisions of this article constitute a reservation within the meaning of Article 15(1) of the Copyright Act (*Auteurswet*).
- 13.3 No part of these General Terms and Conditions implies an assignment of IP rights.
- 13.4 The Buyer may not remove or change any indicator regarding IP rights to the Products, Services, Software, and/or Content.
- 13.5 Wolters Kluwer explicitly does not waive the personality rights referred to in Article 25 of the Copyright Act.
- 13.6 Wolters Kluwer may use third parties for the supply of Services, Products, Software, and/or Content. If the IP rights to the Services, Products, Software, and/or Content also vest in third parties, Wolters Kluwer may be bound by these third parties' licensing conditions.



- 13.7 If it has been irrevocably established in court that the Services, Products, Software, and/or Content supplied by Wolters Kluwer infringe any IP right of a third party, or if Wolters Kluwer believes there is fair chance of such an infringement occurring, it must, if possible, ensure that the Buyer can continue to use the Service and/or Product (or anything that is functionally equivalent) undisturbed. Any other or further liability or indemnity obligation of Wolters Kluwer due to the infringement of a third party's IP rights is entirely excluded, unless the infringement results from Wolters Kluwer's gross negligence or intentional conduct.

#### **Article 14 Warranties and indemnification**

- 14.1 Every use of the Services, Content, Software, and/or Products is at the Buyer's risk and responsibility.
- 14.2 The Buyer warrants that it will refrain from using the Services, Content, Software, and/or Products:
- (i) in a way that infringes the rights of the Supplier, third parties, and/or in another unlawful manner, including IP rights and privacy protection rights;
  - (ii) contrary to applicable laws or regulations; and/or
  - (iii) contrary to a provision of the Agreement.
- 14.3 The Buyer indemnifies the Supplier against all third-party claims, damage, and costs arising from, in connection with, and/or which are the result of a breach of the Buyer's aforementioned warranty.

#### **Article 15 Liability**

- 15.1 The Supplier cannot be held liable in relation to the formation and/or performance of the Agreement for damage because of an attributable failure in the performance of the Agreement, unlawful act, or on other ground, except as provided for in the paragraphs of this article below.
- 15.2 The Supplier's total liability because of an attributable failure in the performance of the Agreement, an unlawful act, or otherwise, which explicitly includes any failure to perform a processing agreement and warranty obligation agreed with the Buyer, is limited to the compensation of the direct damage, subject to the maximum amount paid, or that should have been paid, to the Supplier for the relevant Product or the relevant Service. A period of one (1) year is assumed for the purpose of continuing performance contracts. The Supplier's total liability under the Agreement, for whatever reason, will never exceed one million euros (€1,000,000) per event, subject to total liability of two million euros (€2,000,000) per year. The above exclusions and limitations of liability for the Supplier also apply with regard to any warranties and indemnity obligations of the Supplier.
- 15.3 Direct damage exclusively means:
- (i) reasonable costs incurred by the Buyer in order to ensure that the Supplier's performance meets the requirements of the Agreement;
  - (ii) reasonable costs incurred to prevent or limit direct damage, which could be expected because of the event underlying the liability; and
  - (iii) reasonable costs incurred to establish the cause of the damage, liability, direct damage, and manner in which it is remedied.
- 15.4 Any liability of the Supplier for damage other than direct damage, such as consequential damage, derivative loss, and intangible damage is fully excluded. For this purpose, consequential damage at least includes lost profits, lost savings, reduced goodwill, damage due to business interruptions, losses, costs incurred to prevent or establish consequential damage, the loss or exchange of, or damage to, electronic data, damage due to delays in the transport of data traffic, and all damage other than as referred to in Article 15.3.
- 15.5 This Article 15 in no way limits the Supplier's liability for damage resulting from its intent or willful recklessness.
- 15.6 Before the right to any compensation of damage arises, the Buyer must always have given written and substantiated notice of the damage as soon as possible after it occurred, the

Supplier must have been given a reasonable period in which to remedy the situation, and the provisions of Article 16.3 (notice of default) must have been met. Any right to compensation of damage under this article lapses if the Buyer fails to give the Supplier written and substantiated notice of the damage within three (3) months of when the damage first manifested itself.

#### **Article 16 Termination**

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

#### **Article 17 Miscellaneous**

- 17.1 Dutch law applies to these General Terms and Conditions, the Agreement, and every use of Products and/or Services. The applicability of the Vienna Sales Convention (CISG) is explicitly excluded.
- 17.2 Disputes between the Supplier and the Buyer will be submitted exclusively to the court that has jurisdiction within the judicial district of The Hague.
- 17.3 If any provision of these General Terms and Conditions is void or voided, the remaining provisions will remain in full force. The Supplier will then decide on a new provision to replace the void or voided provision, whose purport will be as close to the void or voided provision as possible.
- 17.4 The Supplier may hire third parties for the performance of the Agreement.
- 17.5 The Buyer cannot license, sublicense, or assign the rights and obligations under the Agreement to a third party, unless the Supplier expressly consents to this in writing. The Supplier will not withhold this consent unreasonably.
- 17.6 The Supplier may license, sublicense, or assign the rights and obligations under the Agreement to a third party without the Buyer's consent.
- 17.7 If the Supplier fails to invoke a right or power to which it is entitled to under the Agreement or by law, this does not mean that the Supplier waives this right or power.

## **CHAPTER 2 – ONLINE PRODUCTS**



In addition to the general provisions of Chapter 1, the provisions of this Chapter 2 apply if Wolters Kluwer supplies Online Products to the Buyer. If there are any discrepancies between the provisions of Chapters 1 and 2, the provisions of Chapter 2 take precedence.

#### **Article 18 Right of use**

- 18.1 Provided that the Buyer pays the full price for the Online Products on time, Wolters Kluwer grants the Buyer the non-exclusive, non-assignable, and non-sublicensable right to use the Online Products and their Content for a limited period in accordance with the provisions of the Agreement. Notwithstanding the remaining provisions of the Agreement, the Buyer's right of use, in accordance with Wolters Kluwer's instructions and specifications, entitles the Buyer only to:
- (i) access the Online Products remotely;
  - (ii) visualize, consult, and have the Content of the Online Product function;
  - (iii) store or print non-substantial parts of the Content; and
  - (iv) copy Content from the Online Product by way of quotation (with due observance of Article 15a of the Copyright Act) into documents that are produced, used, or sent as part of the Buyer's normal business operations.
- 18.2 The Online Products may be used by the Buyer only for its own business operations and only by the agreed number of Users. Unless agreed otherwise, the Buyer must not make the Online Products available to third parties.
- 18.3 Except insofar as permitted under mandatory law, the Buyer may not modify, translate, reproduce, decompile, reverse engineer, or merge the Online Products with other work or create derivative works from them.
- 18.4 The Buyer must give Wolters Kluwer and its designated third parties access to the space where the Online Product is located and/or used in order to allow them to inspect whether it is being used in accordance with the granted right of use.

#### **Article 19 Implementation, new versions, and maintenance**

- 19.1 The Buyer agrees to provide and furnish Wolters Kluwer with all the access, assistance, data, and materials that it requires to properly provide access to the Online Products.
- 19.2 Unless agreed otherwise, Wolters Kluwer may keep the Online Products, or one or more parts of them, temporarily offline and/or restrict their use if it considers this necessary, for example for the purpose of preventive maintenance or making corrections or adjustments. Wolters Kluwer must notify the Buyer of the temporary unavailability or restricted use of Online Products as soon as possible, should this reasonably have a substantial effect on the Buyer's business operations. If emergencies occur, as a result of which Online Products must be taken offline immediately or their use must be restricted, Wolters Kluwer must notify the Buyer of this as soon as reasonably possible.
- 19.3 The Parties may conclude a Service Level Agreement (SLA) that records arrangements for implementation, new versions, maintenance, and so on. In such cases, the provisions of the SLA take precedence.

#### **Article 20 Warranties**

- 20.1 Wolters Kluwer endeavors to ensure that Online Products are free from faults and will work without interruptions. Wolters Kluwer does not warrant Online Products are suitable for a certain purpose or a certain use.
- 20.2 Wolters Kluwer is not responsible for the purchase and/or proper functioning of the Buyer's or third parties' infrastructure. Wolters Kluwer is not liable for damage or costs caused by errors in transmission, non-performance, poor performance, or unavailability of computer, data or telecommunication facilities, including the internet.
- 20.3 The Buyer is responsible for meeting all technical and functional requirements that Wolters Kluwer may set and are needed to use the Online Products.

**Article 21 Login Details and Users**

- 21.1 To use the Online Products, the Buyer needs Login Details.
- 21.2 The Buyer is responsible for keeping the Login Details secret. As soon as the Buyer realizes or has reason to suspect that its Login Details are in the possession of unauthorized parties, the Buyer must notify Wolters Kluwer accordingly without delay, notwithstanding the Buyer's own responsibility to take immediate and effective action, for example by changing its Login Details. The Buyer is always responsible and liable if third parties use the Content and Online Products with the Buyer's Login Details. The Buyer indemnifies Wolters Kluwer against all damage and costs arising from and/or in connection with third parties using Content and/or Online Products with the Buyer's Login Details.
- 21.3 The Buyer is responsible and liable for all use of Online Products by Users and warrants that the Users will comply with the provisions of the Agreement.

**CHAPTER 3 – SOFTWARE**

In addition to the general provisions of Chapter 1, the provisions referred to in this Chapter 3 apply if Wolters Kluwer supplies Software to the Buyer. If there are any discrepancies between the provisions of Chapters 1 and 3, the provisions of Chapter 3 take precedence.

**Article 22 Right of use**

- 22.1 Wolters Kluwer grants the Buyer the non-exclusive, non-assignable, and non-sublicensable right to use the Software in accordance with the provisions of the Agreement. Notwithstanding the remaining provisions of the Agreement, the Buyer's right of use, in accordance with Wolters Kluwer's instructions and specifications, entitles the Buyer only to:
  - (i) download the Software and/or install it on a computer of the Buyer, in order to make it available for use by Users;
  - (ii) if the supply of 'software as a service' is involved, use the Software as a service by Users, in which case Article 25 also applies;
  - (iii) load the Software and prepare it for use by Users;
  - (iv) visualize, consult and have the Software function by means of a computer or similar equipment.
- 22.2 Unless agreed otherwise, a right of use is granted for a period of twelve (12) months. Following the expiry of this period, it is tacitly renewed for a period of twelve (12) months, unless the Buyer terminates the Agreement in writing, with due observance of a notice period of three (3) months, before the end of the current period. The right of use is always limited in time.
- 22.3 If use of the Software has been agreed on a single computer, the Software can be used on a different computer for the period of a breakdown on the original computer.
- 22.4 The Software may be used by the Buyer only for its own business operations and only by the agreed number of Users. The Buyer must not make the Software available to third parties.
- 22.5 If the Software is used by persons, devices, and/or infrastructure other than agreed or if the number of persons, devices and/or infrastructure using the Software exceeds the agreed number, the Buyer must pay the amount that Wolters Kluwer charges for that excess in use, notwithstanding Wolters Kluwer's other rights in law and under the Agreement.
- 22.6 The Buyer must follow Wolters Kluwer's instructions and directions with regard to the Software, which includes the installation of any patches and updates for the Software.
- 22.7 Except insofar as permitted under mandatory law, the Buyer may not modify, translate, reproduce, decompile, reverse engineer, or merge the Software with other software or create derivative works from them.
- 22.8 Wolters Kluwer reserves the right to incorporate technical protection measures in the Software. The Buyer may not circumvent these technical protection measures or offer means for that purpose.
- 22.9 Unless Wolters Kluwer issues a backup copy of the Software to the Buyer, the Buyer may make and keep one backup copy of the Software.

- 22.10 Immediately after expiry of the right to use the Software, the Buyer must discontinue using it and return all copies of the Software in its possession to Wolters Kluwer.
- 22.11 The Buyer is responsible and liable for all use of the Software by Users and warrants that the Users will comply with the provisions of the Agreement.
- 22.12 The Buyer must give Wolters Kluwer and its designated third parties access to the space where the Software is located and/or used in order to allow them to inspect whether it is being used in accordance with the granted right of use.

#### **Article 23 Implementation, new versions, and maintenance**

- 23.1 Wolters Kluwer will install and/or implement Software at the Buyer, under conditions to be determined, only if and insofar as this has been agreed in writing. If the Buyer wishes to enter into a maintenance agreement for the Software, it may submit a request for this purpose to Wolters Kluwer.
- 23.2 Wolters Kluwer may decide to issue new versions of the Software. If Wolters Kluwer issues new versions of the Software, it will notify the Buyer accordingly. The Buyer is not obliged to buy new versions, yet acknowledges that Wolters Kluwer is not obliged to offer maintenance services for outdated versions and may discontinue current maintenance obligations without becoming liable to pay compensation to the Buyer.

#### **Article 24 Warranties**

- 24.1 Wolters Kluwer endeavors to ensure that the Software is free from faults and will work without interruptions. Wolters Kluwer does not warrant Software is suitable for a certain purpose or a certain use.
- 24.2 If the Software does not meet the written specifications, Wolters Kluwer will endeavor to rectify any faults within three (3) months of delivery or acceptance of the Software, provided that these faults have been described in detail and reported to Wolters Kluwer within that period and in writing. This warranty does not include:
  - (i) solving defects in the Software that could not have been foreseen in all reasonableness;
  - (ii) the flawless functioning of the Software in combination with other equipment and/or software that does not originate from Wolters Kluwer;
  - (iii) solving faults in the Software that cannot be reproduced;
  - (iv) solving faults in the Software if these can be attributed to the Buyer, for example because the faults have been caused by the Buyer's computer system; and/or
  - (v) the recovery of any corrupted or lost data.
- 24.3 Faults as referred to in Article 24, paragraph 2, will be rectified free of charge, unless they relate to user errors, improper or unauthorized use by the Buyer, or other causes that cannot be attributed to Wolters Kluwer.
- 24.4 The warranty obligation lapses if the Buyer or third parties modify the Software without Wolters Kluwer's written consent.
- 24.5 Wolters Kluwer is not responsible for the purchase and/or proper functioning of the Buyer's or third parties' infrastructure. Wolters Kluwer is not liable for damage or costs caused by errors in transmission, non-performance, poor performance, or unavailability of computer, data or telecommunication facilities, including the internet.
- 24.6 The Buyer is responsible for meeting all technical and functional requirements that Wolters Kluwer may set and are needed to use the Software.
- 24.7 The Buyer is responsible and liable for all use of the Software by Users and warrants that the Users will comply with the provisions of the Agreement.
- 24.8 If a third party approaches the Buyer to claim that the Software or any part of it infringes its intellectual property rights, the Buyer must inform Wolters Kluwer accordingly. Wolters Kluwer will indemnify the Buyer, as long as the Buyer:
  - (i) gives Wolters Kluwer control of the defense against the claim;
  - (ii) makes no commitments to the third party;

(iii) provides Wolters Kluwer with the necessary powers of attorney, information, and cooperation to defend itself against such legal claims, if necessary in the name of the Buyer.

- 24.9 If Wolters Kluwer accepts that the Software or any part of it infringes the intellectual property rights of a third party, it must, at its own expense, either modify the Software so that no further infringement is made or obtain a license for the infringing part. If Wolters Kluwer deems neither of these options possible on reasonable terms or costs, it will terminate the Agreement. In this case, Wolters Kluwer must refund the Buyer for the amounts paid in advance in proportion to the date of termination.
- 24.10 Wolters Kluwer has no obligations relating to an infringement of intellectual property rights other than those specified in this article.

#### **Article 25 Software as a Service**

- 25.1 If the Software is supplied as 'software as a service', the Buyer accepts that the Software is a standard service offered and supplied by Wolters Kluwer to all its customers in the same manner. Wolters Kluwer therefore supplies the Software 'as is'. This means that the Software features only the user options in the version supplied to the Buyer, which the Buyer accepts without further examination.
- 25.2 Wolters Kluwer endeavors to ensure reasonable availability of the Software. However, limitations, faults, and interruptions can occur and do not constitute defects. Wolters Kluwer will then make every effort to restore availability of the Software as soon as possible. As far as possible, Wolters Kluwer will schedule planned downtime outside office hours and inform the Buyer of this as soon as possible. Wolters Kluwer is not liable for damage that the Buyer suffers because of any interruption to the service.
- 25.3 Wolters Kluwer may:
- (i) modify the Software, for example by implementing new versions;
  - (ii) replace the Software prior to or during the Agreement with alternative software that has comparable functional features;
  - (iii) temporarily withdraw or have the Software withdrawn if Wolters Kluwer deems this necessary to protect the security and/or integrity of the Service, to undertake necessary preventive or corrective maintenance, to repair a defect, to rectify a fault, or to adapt or improve those computer systems operated by Wolters Kluwer or its suppliers through which the Software is provided.
- 25.4 The Buyer must follow all of Wolters Kluwer's instructions and directions regarding the use of the Software.
- 25.5 Insofar as applicable, the Buyer permits Wolters Kluwer to use all of its intellectual property rights to the extent needed in order to supply the Software. The Buyer indemnifies and holds Wolters Kluwer harmless against any third-party claim relating to the use of the Buyer's trademarks, logos, distinguishing features, or intellectual property rights relating to the Software.
- 25.6 The Buyer is responsible for data stored using the Software and warrants Wolters Kluwer that this will be done in accordance with the applicable laws and regulations. The Buyer indemnifies and holds Wolters Kluwer harmless against any third-party claim relating to the storage of data by the Buyer using the Software.
- 25.7 On termination of the Agreement, Wolters Kluwer must, on request and within a period to be determined by mutual agreement between the Parties, provide the data the Buyer has stored using the Software to the Buyer in a standard format. Wolters Kluwer must destroy these data once it has been provided as described, or if the Buyer has not made the request referred to in this paragraph within four weeks.

#### **CHAPTER 4 – CONTENT INTEGRATION SERVICE**

In addition to the general provisions of Chapter 1, the provisions referred to in this Chapter 4 apply if the Supplier supplies the Content Integration Service to the Buyer. If there are any

discrepancies between the provisions of Chapters 1 and 4, the provisions of Chapter 4 take precedence.

#### **Article 26 Definitions**

In addition to the definitions in Article 1, the following terms in this Chapter are defined as detailed below and used in both the singular and plural:

##### Sources:

The information unlocked by the Content Integration Service for which the Buyer contracts with publishers;

##### LLibrary:

The digital platform supplied by Legal Intelligence on which digital books made available specifically for this use can be consulted;

##### Information Sources:

The Public Sources and Sources;

##### Public Sources:

The selection of information sources available to Legal Intelligence that it makes accessible, including legislation, case law, and official publications that are available to the public without agreements with publishers;

#### **Article 27 Information Sources**

- 27.1 The Supplier reserves the right to limit, expand, or otherwise modify the selection of Public Sources at any time without prior notice to the Buyer if these cease to be available or the Supplier believes they are no longer relevant.
- 27.2 The availability of Sources, including digital books, that can be accessed via LLibrary only, depends upon individual arrangements between the Buyer and the relevant publisher. The Buyer must contract directly with the relevant publishers for this purpose.
- 27.3 If there are no direct agreements between the Buyer and the publishers for the Sources referred to in Article 27.2, the Supplier can hold the Buyer fully liable for the ensuing consequences. The Buyer indemnifies the Supplier against any claims from publishers and other connected third parties. Any limitation of liability stipulated by the Buyer expressly does not apply to claims as described in this article.
- 27.4 If the Buyer discovers that the use of the Content Integration Services provides access to sources other than Public Sources, for which the Buyer has agreed no contractual terms with the relevant publishers, the Buyer must report this fact to the Supplier immediately, and in any event within three working days following the discovery.

#### **Article 28 Performance of the Content Integration Service**

- 28.1 The Content Integration Service is available to the Buyer online via Legal Intelligence's website. The Content Integration Service is accessible only by the specified number of Users as described in the Agreement by using the log-on facility (user name and password, or the additional 'Single Sign-on' service) supplied to them by the Supplier. Only the Users may access the Content Integration Service and substitution of these Users is permitted only with the Supplier's prior written consent.
- 28.2 In principle, the Content Integration Service is accessible 24 hours a day. However, the Supplier may temporarily interrupt the availability of the Content Integration Service or certain Information Sources without prior warning for the purposes of maintenance or repair work. The Supplier will endeavor to notify the Buyer in advance if this maintenance or repair work is to take place during normal office hours.
- 28.3 The Supplier gives access to Information Sources for the purpose of the Content Integration Service. The Supplier is not responsible for the accessibility, accuracy, and completeness of Information Sources, for the correct operation and content of the linked websites, or for the failure of third-party hardware or software used by the Buyer to work without problems. If and

insofar as there is any direct access to third-party websites as described in this article, the Buyer is also bound by any conditions for access and use applied by these third parties. Insofar as these conditions differ from those applied by the Supplier, the third-party conditions for such direct access and use will take precedence for the Buyer.

- 28.4 For the purpose of the Content Integration Service, the Supplier offers the Buyer the option to upload its Information Sources onto the Legal Intelligence systems ('Know-how Lite'). The Supplier is not responsible for the accessibility, accuracy, and completeness of the Buyer's information or information sources. The Buyer warrants to the Supplier that the content, use, and/or processing of its information or information sources is not unlawful and does not infringe any third-party rights. The Buyer indemnifies the Supplier against third-party claims of any kind connected with the Buyer's information or information sources. Any limitation of liability stipulated by the Buyer expressly does not apply to claims as described in this article.
- 28.5 The provided Information Sources are subject to the restrictions and disclaimers imposed by their legal owners.
- 28.6 The Content Integration Service includes support for Users. The Supplier will advise by telephone or e-mail about the use and operation of the Content Integration Service. The Supplier may attach conditions to the qualifications and number of contact persons eligible to receive support. The Supplier will deal with properly substantiated requests for support within a reasonable period. The Supplier does not guarantee the accuracy, completeness, or promptness of responses or provided support. Support, instructions, or advice from the Supplier or its employees do not constitute legal advice to the Buyer or third parties. Unless agreed otherwise in writing, support is provided only on working days during the Supplier's normal opening hours.

#### **Article 29 Rights of use and IP rights**

- 29.1 IP rights to all Information Sources and other data made available and accessible via the Content Integration Service remain vested in the party that made the relevant Information Sources and other data available. With the exception of the Information Sources described in Article 28.5 (Know-how Lite), the Buyer may not fully or partially publish, copy or store Information Sources in any digital file, without prior written consent, unless and insofar as doing so is in compliance with mandatory applicable legislation or permitted under conditions notified to the Buyer by the legal owner. The Buyer may not use or disclose the Content Integration Service and the search results obtained through it except for the purposes for which they were supplied.
- 29.2 The Supplier grants the Buyer the non-exclusive and non-assignable right to the normal use of the Content Integration Service for the duration of the Agreement. The Buyer may not independently commercially exploit the Content Integration Service and/or the search results obtained through it, or otherwise use the Content Integration Service under the instructions of any third party.
- 29.3 The Buyer may not remove or alter any indicator concerning copyrights, trademarks, trade names, or other intellectual property rights of or from the Information Sources and other information, or any indicator concerning the private nature and confidentiality of information, apart from the information and sources of information described in Article 28.5 (Know-how Lite).
- 29.4 The Buyer may not alter, delete, or circumvent the security of the Content Integration Service or the Information Services available via the Content Integration Service, including the software and hardware used for that purpose.
- 29.5 The Buyer warrants to the Supplier and the legal owners of the Information Sources that the Users described in Article 28.1 will fully comply with all applicable conditions of use and the provisions of the Agreement.
- 29.6 The Buyer indemnifies the Supplier against any third-party claim alleging that the Buyer's use of the Information Sources and other information obtained via the Content Integration Service infringes any copyright, database right, or other valid intellectual or other property right,



insofar as this use falls outside the right of use granted by the Supplier and/or the legal owner to the Buyer. Any limitation of liability stipulated by the Buyer expressly does not apply to claims as described in this article.

- 29.7 The Supplier does not undertake to the Buyer in any way to assign any intellectual property rights to the Information Sources or other materials such as analyses or reports, including their preparatory materials, provided under the Agreement. The Buyer acquires only the rights to use expressly conferred by the Agreement, the agreements between the Buyer and publishers, and by law.