

Scorius General Terms

Scorius SAAS Products & Scorius Services

1. Information about Us

We are Scorius B.V. a limited liability company registered and incorporated under the laws of the Netherlands trading as Scorius and with our registered office and main trading address at Grebbeberglaan 15, 3527 VX Utrecht, The Netherlands. Scorius offers to organizations the Software product Scorius online, which is a cloud based (SAAS) talent management software used to measure, predict and stimulate performance of employees (Scorius SAAS Products). In addition, Scorius offers organizational and employment advisory services through its qualified advisors (Scorius Services).

2. These General Terms and Interpretation

These Scorius General Terms apply to both Scorius SAAS Products and Scorius Services. We reserve the right, from time to time, to change these General Terms. For Products and Services purchased prior to the publication of an amended version of these General Terms. Your use of Scorius' Products and Services after changes are made to the General Terms, means that you agree to be bound by such changes.

The definitions in this clause apply to the Order Form and these General Terms.

<i>Affiliates:</i>	any entity which controls, is controlled by or is under common control with Customer, where control means the ability, directly or indirectly, to direct the affairs of another entity by means of ownership contract or otherwise.
<i>Agreement:</i>	<i>Acceptance of an offer by Scorius including its Annexes and these General Terms which together constitute the Agreement between the Customer and Scorius.</i>
<i>Authorised Users:</i>	<i>the Customer, or as the case may be, those employees or Affiliates of the Customer who are appointed by the Customer, and which appointment has been notified to Scorius, to use the</i>
<i>Business Day:</i>	<i>any day which is not a Saturday, Sunday or public holiday in the Netherlands.</i>
<i>Change of Control:</i>	<i>the direct or indirect acquisition of either the majority of the voting stock, or of all, or substantially all, of the assets, of a party by another entity in a single transaction or a series of transactions.</i>

<i>Confidential Information:</i>	<i>information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 10.5.</i>
<i>Customer:</i>	<i>any corporate entity or natural person who enters into an agreement with Scorius for the license of the Scorius Products or the purchase of Scorius Services.</i>
<i>Customer Subscription:</i>	<i>the subscription to use the Product in accordance with these General Terms.</i>
<i>Customer Content:</i>	<i>any content either delivered by the Customer to Scorius to be used in connection with the Services, or entered into the Product by the Customer or Authorised Users, to be used in connection with the Products.</i>
<i>Documentation:</i>	<i>the documents made available to the Customer by Scorius online via www.scorius.nl or such other web address notified by Scorius to the Customer from time to time which sets out a description of the Products and Services and the user instructions for the Products and Services.</i>
<i>Effective Date:</i>	<i>the date of the Agreement between Scorius and Customer.</i>
<i>Fees:</i>	<i>the fees payable by the Customer to Scorius for the Products and the Services according to the agreement.</i>
<i>General Terms:</i>	<i>these General Terms as may be amended from time to time.</i>
<i>Initial Subscription Term:</i>	<i>the initial term of the Agreement.</i>
<i>Normal Business Hours:</i>	<i>9.00 am to 5.00 pm CET, each Business Day.</i>
<i>Privacy and Security Policy:</i>	<i>the Scorius Privacy and Security Policy regarding Scorius's use and storage of personal data.</i>
<i>Products or Software:</i>	<i>Scorius' online SAAS software applications.</i>
<i>Renewal Period:</i>	<i>the period described in clause 13.1 and in the Order Form.</i>
<i>Services:</i>	<i>the employee assessment, training, hosting and Product maintenance services as provided by</i>
<i>Software:</i>	<i>See Products.</i>
<i>Subscription Term:</i>	<i>has the meaning given in clause 13.1.</i>
<i>Support Services Policy:</i>	<i>Scorius' policy for providing support in relation to the Products as made available at www.Scorius.nl or such other website address as may be notified to the Customer from time to time.</i>
<i>Virus:</i>	<i>any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.</i>
<i>Website:</i>	<i>www.scorius.nl</i>

- 2.1 Clause, schedule and paragraph headings shall not affect the interpretation of these General Terms.
- 2.2 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 2.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 2.4 Words in the singular shall include the plural and vice versa.
- 2.5 A reference to one gender shall include a reference to the other genders.
- 2.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 2.7 A reference to writing or written includes e-mail.
- 2.8 References to clauses are to the clauses of these General Terms.

3. Scorius Products

Scorius Products enable companies to measure, predict and stimulate the performance of employees in an organization. We are continuously further developing Scorius Products, adding new interesting features for our Customers and creating the best user experience. To view the latest developments in our Products and Services, please visit our website at <http://www.scorius.nl>.

- 3.1 Subject to the Customer paying all applicable Fees and Customers' compliance with all terms and conditions of the Agreement, Scorius grants to the Customer a non-exclusive, non-transferable right to permit its Authorised Users to use the Products and the Documentation during the Subscription Term. .
- 3.2 Scorius shall, subject to the terms of this Agreement, provide the Products (as a SAAS) service and make available the Documentation to the Customer and its Authorised Users.
- 3.3 Scorius shall use commercially reasonable endeavours to make the Products and Documentation available 24 hours a day, seven days a week, except for:
 - (a) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am Dutch time; and
 - (b) unscheduled maintenance performed outside Normal Business Hours, provided that Scorius has used reasonable endeavours to give the Customer reasonable notice in advance.

4. Scorius Services

- 4.1 The Scorius services include talent management services and talent analytics services as further described on the Website.
- 4.2 Scorius will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Scorius standard customer support as described in the Product and Services Annex. Scorius may amend its support services policy in its sole and absolute discretion from time to time.
- 4.3 The rights provided under this clause 4 are granted to the Customer and its Authorised Users only, and shall not be considered granted to any subsidiary or holding company of the Customer, which is not an appointed Authorized User.

5. Scorius obligations

- 5.1 Scorius undertakes that the Products and Services will substantially be accordance with the Product and Services Annex and the Documentation.
- 5.2 The undertaking at clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Products contrary to Scorius' instructions, or modification or alteration of the Products by any party other than Scorius or Scorius' duly authorised contractors or agents or in case Scorius needs to amend its Products and Services as a result of third party claims. In that case, Scorius will at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 5.1. should Scorius not be able to accomplish the desired performance, Scorius may at its discretion terminate the agreement with Customer. Notwithstanding the foregoing, Scorius:
 - (a) does not warrant that the Customer's use of the Products or Services will be uninterrupted or error-free; nor that the Products, Services or Documentation and/or the information obtained by the Customer through the Website or Documentation will meet the Customer's requirements; and
 - (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Products, Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 5.3 The agreement between Scorius and Customer is not exclusive and shall not prevent Scorius from entering into similar agreements with third parties, or from independently developing, using, selling or licensing apps, documentation, products and/or services which are similar to those provided by Customer.

6. Customer Obligations

6.1 In relation to the Authorised Users, the Customer undertakes that each Authorised User shall keep a secure password for his use of the Products and Documentation and that each Authorised User shall keep his password confidential.

6.2 Customer shall:

- (a) provide Scorius with all necessary co-operation in relation to the Agreement and all necessary access to such information as may be required by Scorius;
- (b) comply with all applicable laws and regulations with respect to its activities under the Agreement, this obligation applies in particular but is not limited to privacy laws;
- (c) implement and adhere to all such technical and organisational measures to ensure continuous compliance with privacy laws. Company shall not, under any circumstance, enter medical data in the Product;
- (d) obtain all necessary and valid consents from all persons whose personal data shall be used on or in connection with the product;
- (e) carry out all other Customer responsibilities set out in the Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Scorius may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (f) ensure that the Authorised Users use the Products and the Documentation in accordance with the terms and conditions of this Agreement and Customer indemnifies Scorius for any Authorised User's breach of the Agreement;
- (g) obtain and shall maintain all necessary licences, consents, and permissions necessary for Scorius, its contractors and agents to perform their obligations under the Agreement, including without limitation the delivery of the Products and Services;
- (h) ensure that its network, systems and business comply with the relevant technical and organisational specifications provided by Scorius from time to time; and
- (i) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Scorius' data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

6.3 The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these General Terms:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Products and/or Documentation (as applicable) in any form or media or by any means; or
 - (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Products; or
- (b) access all or any part of the Products and Documentation in order to build a product or service which competes with the Products and/or the Documentation; or
- (c) use the Products and/or Documentation to provide services to third parties; or
- (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Products and/or Documentation available to any third party except the Authorised Users, or
- (e) attempt to obtain, or assist third parties in obtaining access to the Products and/or Documentation, other than as provided under this clause 5; and
- (f) use Scorius Products to access, store, distribute or transmit any Viruses, or upload any material via the Products that:
 - (i) contain medical data;
 - (ii) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (iii) infringes on third parties intellectual property rights;
 - (iv) facilitates illegal activity;
 - (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or
 - (vi) causes damage or injury to any person or property.

- 6.4 Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Products and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Scorius and immediately terminate such unauthorised access and undertake all necessary measures to prevent re-occurrence of such unauthorised access.
- 6.5 Customer shall permit Scorius to audit the use of the Products by Customer and any Authorised User. Such audit may be conducted no more than once per quarter, at Scorius' expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business. If an audit reveals that the Customer has underpaid Subscription Fees to Scorius, or that the Products are not used in conformity with this agreement, the Customer shall reimburse Scorius for the cost of the audit and pay to Scorius an amount equal to such underpayment within ten Business Days of the date of the relevant audit.
- 6.6 Customer indemnifies Scorius for any breach of this clause 5 by it or its Authorised Users or any breach resulting from the unauthorised use by a third party of the log-in information of an Authorised User, and Scorius reserves the right, without liability to the Customer, to disable the Customer's access to the Products and Documentation and any material that breaches the provisions of this clause.

7. Customer Content

- 7.1 The Customer shall own all rights, title and interest in and to all of the Customer Content and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data and indemnifies Scorius for any claims, fines or legal actions (including legal fees) resulting from the use of the Customer Content in connection with the Products and Services.
- 7.2 Scorius shall follow reasonable archiving procedures for Customer Content. In the event of any loss or damage to Customer Content, the Customer's sole and exclusive remedy shall be for Scorius to use reasonable commercial endeavours to restore the lost or damaged Customer Content from the latest back-up of such Customer Content maintained by Scorius. Scorius shall not be responsible for any loss, destruction, alteration or disclosure of Customer Content caused by any third party (except those third parties sub-contracted by Scorius to perform services related to Customer Content maintenance and back-up).
- 7.3 Scorius shall, in providing the Services and the Product, comply with its Privacy and Security Policy relating to the privacy and security of the Customer Content available at www.Scorius.nl/privacy or such other website address as may be notified to the Customer from time to time. The Privacy and Security Policy may be amended from time to time by Scorius in its sole discretion.

7.4 If Scorius processes any personal data on the Customer's behalf when performing its obligations under the Agreement, the parties record their intention that the Customer shall be the data controller and Scorius shall be a data processor and in any such case:

- (a) the Customer acknowledges and agrees that the personal data may be transferred or stored outside the EEA or the country where the Customer or the Authorised Users are located in order to deliver the Products and carry out the Services and Scorius's other obligations under the Agreement;
- (b) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to Scorius and that Scorius may lawfully use, process and transfer the personal data in accordance with the General Terms on the Customer's behalf;
- (c) Scorius shall process the personal data only in accordance with the terms of the General Terms and any lawful instructions reasonably given by the Customer from time to time; and
- (d) the Customer shall ensure that any relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation and indemnifies Scorius for any non-compliance with this clause 7.4(d);
- (e) each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

8. Charges and payment

8.1 The Customer shall pay the Fees to Scorius for the Licensed products and Services in accordance with this clause 8 and the Agreement.

8.2 The Customer shall on the Effective Date provide Scorius with valid, up-to-date and complete contact and billing details. Scorius shall invoice Customer on the Effective Date for the Fees payable in respect of the Initial Subscription Term, and, subject to the Agreement being renewed, at least 30 days prior to each anniversary of the Effective Date for the Fees payable in respect of the next Renewal Period. Any other Fees than Subscription Fees shall be billed in accordance with the dates listed in and in accordance with the Pricing Annex to the Order Form. Customer shall pay each invoice within 30 days after the date of such invoice.

- 8.3 If Scorius has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Scorius:
- (a) Scorius may, without liability to the Customer, disable the Customer's passwords, accounts and access to all or part of the Products and Services and Scorius shall be under no obligation to provide any or all of the Products or Services while the invoice(s) concerned remain unpaid; and
 - (b) interest shall accrue on such due amounts at an annual rate equal to 7% + ECB refinancing rate at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 8.4 All amounts and fees stated or referred to in the Agreement shall be payable in EURO, are non-cancellable and non-refundable and are exclusive of value added tax, which shall be added to Scorius' invoice(s) at the appropriate rate.
- 8.5 If, at any time whilst using the Products or Services, the Customer exceeds the bandwidth limit specified in the Documentation, Scorius shall charge the Customer, and the Customer shall pay Scorius' then current excess data storage fees.
- 8.6 Scorius shall be entitled to increase the Fees, and/or the excess storage fees payable pursuant to clause 8.5 at the start of each Renewal Period upon 90 days' prior notice to the Customer.

9. Proprietary rights

- 9.1 The Customer acknowledges and agrees that Scorius and/or its licensors own all intellectual property rights in the Products, the Website and the Documentation and all intellectual property resulting from the Services and that no such intellectual property right shall be considered a work for hire or shall be Customers copyright subject to clause 6, 7 or 8 of the Dutch Copyright Act. Except as expressly stated herein, the Agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Scorius intellectual property rights, including Services, Products, the Website or the Documentation.
- 9.2 Scorius confirms that it or its licensors hold all the rights in relation to the Services the Products and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Agreement.

10. Confidentiality

- 10.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A party's Confidential Information shall not be deemed to include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party;

- (b) was in the other party's lawful possession before the disclosure;
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 10.2 Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Agreement.
- 10.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement.
- 10.4 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 10.5 The Customer acknowledges that details of the Services and the Products, and the results of any performance tests of the Services and the Products, constitute Scorius's Confidential Information.
- 10.6 Scorius acknowledges that the User Data is the Confidential Information of the Customer.
- 10.7 This clause 10 shall survive termination of the Agreement, however arising.

11. Indemnity

- 11.1 The Customer shall defend, indemnify and hold harmless Scorius against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and the Products and/or Documentation. Scorius shall in respect of any claims against the Customer arising out of or in connection with the Customer's use of the Services, the Products and/or Documentation:
- (a) give the Customer prompt notice of any such claim;
 - (b) provide reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - (c) give the Customer sole authority to defend or settle the claim.

- 11.2 In the defence or settlement of any claim against Scorius regarding (alleged) third party intellectual property right infringements, Scorius may procure the right for the Customer to continue using the Services, replace or modify the Services or Products and/or Documentation so that they become non-infringing or, if such remedies are not reasonably available, terminate the Agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 11.3 In no event shall Scorius, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- (a) a modification of the Product, Services or Documentation by anyone other than Scorius; or
 - (b) the Customer's use of the Product, Services or Documentation in a manner contrary to the instructions given to the Customer by Scorius; or
 - (c) the Customer's use of the Product, Services or Documentation after notice of the alleged or actual infringement from Scorius or any appropriate authority.
- 11.4 The foregoing states the Customer's sole and exclusive rights and remedies, and Scorius' (including Scorius' employees, agents and sub-contractors) entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.
- 11.5 This clause 11 shall survive termination of the Agreement, however arising.

12. Limitation of Liability and Limited Warranty

- 12.1 This clause 12 sets out the entire financial liability of Scorius (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- (a) this Agreement;
 - (b) any use made by the Customer of the Services and Documentation or Products or any part of them; and
 - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

12.2 EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THE AGREEMENT:

- (A) THE CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR RESULTS OBTAINED FROM THE SERVICES AND DOCUMENTATION OR PRODUCTS BY THE CUSTOMER OR ANY AUTHORISED USER, AND FOR CONCLUSIONS DRAWN FROM SUCH USE. SCORIUS SHALL HAVE NO LIABILITY FOR ANY DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION OR INSTRUCTIONS PROVIDED TO SCORIUS BY THE CUSTOMER IN CONNECTION WITH THE SERVICES OR THE PRODUCTS, OR ANY ACTIONS TAKEN BY SCORIUS AT THE CUSTOMER'S DIRECTION;
- (B) ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE OR COMMON LAW ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THE AGREEMENT; AND
- (C) THE SERVICES THE PRODUCTS AND THE DOCUMENTATION ARE PROVIDED TO THE CUSTOMER ON AN "AS IS" BASIS, SCORIUS DOES NOT WARRANT ANY FITNESS FOR A PARTICULAR PURPOSE.

12.3 Nothing in the Agreement excludes the liability of Scorius:

- (a) for death or personal injury caused by Scorius's negligence; or
- (b) for fraud or fraudulent misrepresentation.

12.4 SUBJECT TO CLAUSE 12.3:

- (A) SCORIUS SHALL NOT BE LIABLE WHETHER IN TORT (INCLUDING FOR [NEGLIGENCE OR] BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION, RESTITUTION OR OTHERWISE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS,

DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES OR LOSS OR CORRUPTION OF DATA OR INFORMATION, OR PURE ECONOMIC LOSS, OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES HOWEVER ARISING UNDER THE AGREEMENT; AND
- (B) SCORIUS'S TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE AGREEMENT SHALL BE LIMITED TO €500 **OR** THE TOTAL FEES PAID DURING THE 6 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE, WHICHEVER IS LESS.

13. Term and termination

13.1 The Agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, the Agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

- (a) either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case the Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of the Agreement.

The Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

13.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Agreement without liability to the other if:

- (a) the other party commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- (b) an order is made or a resolution is passed for the winding up of the other party; or
- (c) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party; or
- (d) a receiver is appointed of any of the other party's assets or undertaking; or
- (e) the other party makes any arrangement or composition with its creditors; or
- (f) the other party ceases, or threatens to cease, to trade; or
- (g) there is a change of control of the other party; or
- (h) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

13.3 On termination of the Agreement for any reason:

- (a) all licences granted under the Agreement shall immediately terminate;
- (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- (c) Scorius may destroy or otherwise dispose of any of the Customer Content in its possession unless Scorius receives, no later than ten days after the effective date of the termination of the Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Content. Scorius shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding and any payments due from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Scorius in returning or disposing of Customer Content; and
- (d) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

14. Force majeure

Scorius shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Scorius or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

15. Waiver

- 15.1 A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 15.2 Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

16. Severance

- 16.1 If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

16.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

17. Entire agreement

17.1 These General Terms together with the Order Form and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

17.2 Each of the parties acknowledges and agrees that in entering into the Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Agreement or not) relating to the subject matter of the Agreement, other than as expressly set out in the Agreement.

18. Assignment

18.1 The Customer shall not, without the prior written consent of Scorius, assign or transfer all or any of its rights or obligations under the Agreement.

18.2 Scorius may at any time assign or transfer all or any of its rights or obligations under the Agreement.

19. Notices

19.1 Any notice required to be given under the Agreement by Scorius to Customer shall be delivered to Customer via the e-mail address provided by Customer in the Order Form.

19.2 Notices to Scorius shall be done in writing and shall be delivered at its address set out in these General Terms, or such other address as may have been notified by that party for such purposes, or sent by e-mail to info@Scorius.nl.

20. Governing law and jurisdiction

20.1 The agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of The Netherlands.

20.2 The parties irrevocably agree that the courts of The Netherlands have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).