We always have a bucket of oil ready at our office to ensure that things run smoothly. Terms and conditions must be there. Fortunately, experience shows that we rarely need to have conversations with the document in hand. If a difference of opinion arises, we will get in contact with you immediately by telephone or by car or train. We also expect that from you. Collaboration goes both ways. Let us know immediately if something is bothering you, and we promise to do that too! About this document - in short, sign it and put it in the closet as far as we're concerned. We look forward to the collaboration.

Scope of application

The terms of delivery apply to:

Quality and Information Management Support b.v. trading under the name ManualMaster
Quality and Information Management Support International b.v. trading under the name ManualMaster International b.v.

Both located at
Wederik 4
3355 SK Papendrecht
The Netherlands

The quotation indicates which of the above parties is the provider.

The quotation

The quotation you receive is valid for 30 days after the date indicated on it. By signing this quotation, both parties agree to the conditions stated in it. After signing, there is an agreement. The following terms and conditions further elaborate on this agreement.

Deviations/ Additions to the NLdigital Terms and Conditions

The NLdigital Terms and Conditions apply to ManualMaster agreements, filed with the Central Netherlands District Court, Utrecht location, in 2020.
The text below specifies where ManualMaster departs from or supplements these terms and conditions. This concerns the chapters:

Chapter 1.   General provisions
Chapter 2.   Standard clauses for processing
Chapter 4.   Software
Chapter 6.   Software maintenance and support
Chapter 7.   Advice and consultancy
Chapter 9.   Education and Training

In the case of ManualMasterCloud, this also concerns the chapters:
Chapter 3.   Software-as-a-Service (SaaS)
Chapter 10.   Hosting

Not applicable:

Chapter 5.   Development of software and websites
Chapter 8.   Secondment service and
Chapter 11.   Purchase of equipment
Chapter 12.   Equipment Rental
Chapter 13.   Equipment Maintenance

NLdigital Terms and Conditions are attached to the agreement and/or can be viewed via the ManualMaster website (www.manualmaster.com).

Supplement to Chapter 1. General provisions

To Article 3: Price and payment

- The prices mentioned are exclusive of VAT and exclusive of travel and accommodation costs. The travel costs are €0.55 per kilometer and are calculated from the location of ManualMaster's head office.
- Licenses, maintenance, training and services included in this agreement will be fully invoiced immediately after signing, with a payment term of 30 days after the invoice date.
- ManualMaster reserves the right to index the price of support and maintenance no more than once a year on January 1st based on the CBS Consumer Price Index for all expenditures. The October annual change in the CPI is used as an index figure.

To Article 4: Duration of the agreement

- The support and maintenance contract for the licenses can be canceled annually subject to a notice period of two full calendar months. Cancellation must take place before November 1 of any year. The consultancy and training included in the agreement must be used by the client within 12 months after signing. When this period has expired, the right to usage expires.
- The customer agrees to conduct an exit interview when they terminate the agreement with the supplier, in which they explain the reasons for termination and share their experiences with the supplier.
- Upon termination of the contract, the right of use also ends and the customer must uninstall the software in case of installation on its own servers/PCs.

Supplement to Chapter 2. Standard clauses for processing Statement Processing Agreement

This Statement, together with the Standard Clauses for processing, as stated in the NLdigital terms and conditions Chapter 2, forms the Processing Agreement.

General information

1. This Statement has been prepared by:

ManualMaster, De Wederik 4, 3355 SK Papendrecht, hereinafter referred to as data processor.

2. Contacts

Below are the contact details of the primary points of contact for both the customer and the Data Processor.

	Customer	**Data processor**
	Primary contact person	*Primary contact person*
Name		Hugo Bakker
E-mail		h.bakker@manualmaster.com
Telephone		+31 (0) 78 644 6888
Function		Professional Services Manager
	Substitute	*Substitute*
Name		Fred Vahlkamp
E-mail		f.vahlkamp@manualmaster.com
Telephone		+31 (0) 78 644 6888
Function		Director
Completed on:		May 25, 2018

3. This Statement applies from May 25, 2018

We regularly adjust the security measures described in this Statement to remain prepared and up to date with regard to data protection. We will keep you informed of new versions through our normal channels of communication.

4. This Statement applies to the following products and services of data processor

A. Agreement including support and maintenance contract - Actions arising from the agreement and the support and maintenance stated therein
B. ManualMasterCloud - Hosting the ManualMaster software in the ManualMasterCloud

5. Description of products and services

All services are related to the ManualMaster software. This software is intended for quality management and focuses on documenting, informing, supporting and administering the documents. Recording personal data is not a goal in itself in this software. Where personal data is recorded, it happens in the context of access to the software and the assignment of tasks and authorization.

Service A. Agreement

By signing the quotation, you conclude a cooperation agreement with associated Terms and Conditions of Delivery, which also includes the support and maintenance contract. Customer data, including personal data, are processed for our invoicing and mutual communication with our customer contact persons.

Support is provided for the delivered software. For support purposes, the data processor may process data from the ManualMaster software for research purposes.

Service B. ManualMasterCloud

The ManualMasterCloud hosts the server part of the ManualMaster software for the customer. This not only concerns the software but also the data contained in the software.
Not every customer uses the ManualMasterCloud.

6. Intended use

Service A. Agreement

Service A receives and processes personal data to keep the (financial) administration in order and maintain contact with the customer.

Due to the maintenance resulting from the agreement, personal data from the customer may, where appropriate, be received and processed in the form of data included in the software.

This service is designed and set up for the processing of regular personal data such as name, business email address, etc.

Service B. ManualMasterCloud

Service B processes personal data contained within the data of the software. This service is designed and equipped for the processing of regular personal data such as name, business email address, etc.

None of these services take into account the processing of special personal data, or data regarding criminal convictions and criminal offences. Processing of this data with the product or service described above by the customer is at the customer's own discretion.

7. The Data Processor has applied privacy by design in the following way when designing the product/ service:

For all services, only those personal data are recorded that are strictly necessary for the proper performance of the service. In addition, the personal data are only available where necessary to perform a task associated with an official.

8. Data processor uses the Standard Clauses for processing, Chapter 2 of the NLdigital conditions, which can be requested from ManualMaster.

9. Data processor processes the personal data of its customers within the EU/ EEA.

10. Data processor uses the following sub-processors:

Name of the sub-processor/ Processing of data within or outside the EU/ EEA/ Agreements made regarding an adequate level of protection are recorded in

Microsoft Corporation	within EU/EEA	Processing agreement
LaPosta	within EU/EEA	Processing agreement
Exact Netherlands BV	within EU/EEA	Processing agreement
Yumasoft sp z oo	within EU/EEA	Processing agreement

11. Data processor supports customers in the following way with requests from data subjects:

Data subjects have the right to inspect, correct and delete their personal data. A request for this must be submitted in writing by the customer. The data processor will respond to this request as quickly as possible – within four weeks.

12. After termination of the agreement with a customer, the data processor will in principle delete the personal data that it processes for the customer within 3 months in such a way that it can no longer be used and is rendered inaccessible.

Security Policy

13. Data processor has taken the following security measures to protect its product or service:

Access control to premises and facilities with the aim of preventing unauthorized access. Both technical and organizational measures to regulate access to the property and facilities:

Security systems for burglary, access and fire with follow-up
Lockable doors
Regulated key and alarm code issuance and collection

Access control to IT systems with the aim of preventing unauthorized access. Technical and organizational measures to identify and authenticate users:

Password policy
Automatic access blocking
Access to necessary systems only

Control over the transport of data with the aim of preventing data leakage during transport. Technical and organizational measures to prevent data leakage during transport:

Encryption during transfer
Keep transport time as short as possible

Control over data availability. Measures to guarantee data security:

Backup procedures
Mirroring of data disks
Remote storage
Anti-virus and firewall systems

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Data separation with the aim of preventing unwanted mixing of data flows. Measures to process data separately:

Physical separation in storage

14. Data processor has conformed to the following Information Security Management System (ISMS):

The way in which the data processor works is fully aligned with the ISO27001 standard.

Data breach protocol

15. In case something goes wrong, the data processor uses the following data breach protocol to ensure that customers are aware of incidents:

Any officer of the data processor can report a (suspected) data breach to the responsible officer of the data processor, after which he or she will investigate the report as quickly as possible and decide, based on the available information and the applicable regulations, whether the customer should be informed.

In the event of (the suspicion of) a data breach affecting the customer, the customer will be informed via the person(s) listed under Contact Persons without unreasonable delay and within 24 hours. The contact person is informed about the nature and background of the incident, (possibly) affected data, (probable) consequences and measures that have been or will be taken to limit the consequences or resolve the incident.

During the further handling of the incident, the contact persons of both the customer and the data processor are available to each other for further coordination.

Supplement to Chapter 3. Software-as-a-Service

The supplier sees and treats the ManualMasterCloud as a SaaS solution. This chapter therefore applies.

Supplement to Chapter 4. Software

To Article 35: Delivery and installation

- Customer is bound to the current technical specifications required for optimal operation of the application. These current technical specifications are added to the agreement or can be viewed via the ManualMaster website.
- The user documentation is provided in Dutch and English and can be supplied in a preferred language upon request for a fee.

To article 38: Right of use fee

- Licenses are issued based on the "1 account per person" (named basis), and not based on concurrent use.
- Every year in January, the customer receives an invoice for support and maintenance of the purchased licenses. This invoice amounts to 21% of the current price list of the purchased licenses. The payment term is within 30 days after the invoice date.

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- Providing support and maintenance with regard to the licenses commences from the moment this agreement is signed. The invoice for the first year of support and maintenance is calculated from the date of signing up to and including December 31 of that current year.

Supplement to Chapter 7. Advice and consultancy

Developing solutions using the WebForms module and developing reports and/or making connection to other systems based on APIs, for example, is a specialization within our group of consultants.

- Functionality resulting from this consultancy is not covered by the support and maintenance contract. Support for these solutions can be scheduled and is charged at the standard consultancy rate.
- Using the WebForms module and creating reports requires good preparation and documentation of what has been achieved. Our consultants can support this. A well-documented system is necessary to address any problems with the operation of the functionality more quickly.
- The implemented functionality is always tested by the customer and approved before final use. The ability to simulate the route of a WebForm helps with this.
- The implemented functionality can be influenced by installing a new version of the basic application. To prevent problems, the customer is responsible for testing the functionality in combination with the new version before using the new version in the production environment.

Supplement to Chapter 6. Software maintenance and support

To Article 48: New versions of software

- ManualMaster informs the customer about the release of new updates and provides telephone support for their installation. Assistance is provided in a planned manner if necessary.
- ManualMaster undertakes to correct errors in the current version and to provide maintenance and support in the current and previous version.

To Article 49: Support services

- ManualMaster can be reached by telephone and online during office hours. Our Support Desk's standard opening hours are 8:30 AM to 5:30 PM Monday to Thursday, and 8:30 AM to 5:00 PM on Fridays. The Support Desk is available day and night, 24 hours a day, 7 days a week. If you call us outside our standard opening hours, you will be answered and your question will be forwarded to the relevant department who will contact you as soon as possible.
- Support is aimed at application- and implementation-oriented knowledge transfer at both technical and functional levels and is carried out in a planned manner where necessary.
- Services relating to consultancy, installation or installation guidance (remote and/or on location), conversion work, reading and/or converting documents, training, creating and/or restoring backup data are not part of the support and maintenance contract.
- ManualMaster offers support to users both trained by ManualMaster and the customer. When supporting the customer, the knowledge of a user trained by ManualMaster is the starting point. When knowledge appears to be insufficient, in consultation with the account manager user will be advised to follow or repeat training.
- Use of support by ManualMaster within the framework of the support and maintenance contract is aimed at fair use. If the customer makes disproportionate use of this service, ManualMaster

will contact you to find a suitable solution. Costs may be charged for additional services, but this will always only be done after an agreement has been concluded.

- For every support call by the customer to ManualMaster by telephone (078-644 6884) and online (support@manualmaster.com) and which involves a follow-up action, customer can check the status of the case on the available Portal.

- Customer determines the priority for handling submitted cases in consultation with ManualMaster. Cases are handled as much as possible in accordance with the priority schedule below, with response times measured during ManualMaster working days (see www.manualmaster.com), weekends are not included in response times:

Incident type	Indication	Response
1: Critical	The overall operation of the system or large parts of its functionality is not accessible. The contents of the system are not accessible to end users.	Customer reports by telephone and, upon request, sends details of the report to the support employee by e-mail or otherwise specified. An investigation starts **within one hour** of receipt of the report and the determination that it is a report of a critical nature. A report outside working hours or during the weekend is regarded as a report immediately at the opening of the working day following the report. The customer will remain fully informed about the progress and will be involved, where possible and necessary, in the investigation of the problem cause. The aim is to find the cause as soon as possible after notification. A solution in terms of approach and time will then be determined in consultation with the customer. Support will do everything to start addressing the incident as soon as realistically possible, even if the cause of the problem lies within the customer or third party's system or actions.
2: Average	Critical parts of the system's functionality (for the functioning of the customer's organization) are not accessible or are only accessible to a limited extent. The impact is limited to a few users.	Customer reports by telephone and, upon request, sends details of the report to the support employee by e-mail or otherwise specified. Investigation starts **within 24 hours** of first report. A report outside working hours or during the weekend is regarded as a report immediately at the opening of the working day following the report. The customer remains informed about progress and is involved, where possible and necessary, in the investigation into the cause of the problem. The aim is to find the cause as soon as possible after the start of the investigation. A solution in terms of approach and time will then be determined in consultation with the customer. Support will do everything to start addressing the incident as soon as realistically possible, even if the cause of the problem lies within the customer or third party's system or actions.

3: Low	Parts of the system's functionality are not accessible or are only accessible to a limited extent. The impact is limited to a few users or the impact is for a larger group of users, but the functionality limitation is not critical for the operational process at the customer.	Customer reports by e-mail or telephone and, upon request, sends details of the report to the support employee by e-mail or otherwise specified. Investigation starts **within 48 hours** of first report. A report outside working hours or during the weekend is regarded as a report immediately at the opening of the working day following the report. The customer remains informed about progress and is involved, where possible and necessary, in the investigation into the cause of the problem. The aim is to find the cause as soon as possible after the start of the investigation. A solution in terms of approach and time will then be determined in consultation with the customer. Support will do everything to start addressing the incident as soon as realistically possible, even if the cause of the problem lies within the customer or third party's system or actions.

- Service times are indicative and explicitly no response time is guaranteed. If the customer wishes an increased service level, additional agreements can be made with ManualMaster. See also Article 18 NLdigital Conditions.
- If disruptions are caused by the customer (inexpert/incorrect use of the application or disruptions or management errors in the ICT infrastructure), ManualMaster reserves the right to charge the customer for its services.

Other support

- Via our website, the customer has 24/7 access to information sources such as technical documentation, knowledge articles, help texts, etc
- Customer has free access to our knowledge sharing sessions about new modules or functionalities that take place several times a year.
- ManualMaster actively keeps the customer informed by regularly sending newsletters and emails.
- An evaluation meeting is held annually between supplier and customer.
- ManualMaster continuously strives to optimize its services and improve its products. Customer can express wishes regarding future product releases. ManualMaster divides the wishes into the following categories:
    a. Intention to make a wish a part of the (future) product.
    b. Intention to make a wish a part of a new product.
    c. A wish will not be honored in a standard product. ManualMaster cannot offer the customer a customized quote for the desired functionality.

Supplement to Chapter 7. Advice and consultancy

To Article 51: Implementation of advice and consultancy services

- Consultancy will be delivered based on the purchased unit. A "day" of consultancy consists of a maximum of 8 working hours. A "half-day" consultancy consists of a maximum of 3.5 working

hours. If more time is needed, it will be discussed in consultation with the customer whether a new part of the day can start immediately or whether a new appointment must be made.

- When working at the customer's location, the customer is responsible for providing an ARBO(working conditions)-suitable workplace.

To Article 53: Compensation

- Advice and consultancy are invoiced immediately after the assignment has been approved, with a payment term of 30 days after the invoice date.
- Already scheduled appointments for ManualMaster services can only be canceled by the customer in writing.
- If the customer wishes to reschedule a ManualMaster services appointment for an urgent reason, this can be done up to 5 working days before the planned use without any costs being charged. In case of cancellation/rescheduling within 3-5 days, ManualMaster has the right to charge a cancellation fee of 35% of the planned costs. In the event of a cancellation/rescheduling within 2 working days, ManualMaster has the right to charge cancellation costs of 75% of the planned costs.
- ManualMaster services included in the order are valid for 12 months after signing the quotation. After 12 months the services in the signed quotation will expire. If the customer still wants to use the quoted ManualMaster services after this period, ManualMaster will provide the customer with a new quotation.

Supplement to Chapter 9. Education and Training

To Article 59: Registration and cancellation

- You can register for a training via the website, email and/or telephone. As soon as the customer has received an order confirmation from ManualMaster, the registration is final.
- Rescheduling participation in a standard ManualMaster on-site training can take place free of charge up to 5 working days before the start. In the event of cancellation/rescheduling within 5 working days before the start of the agreed training or in the event of non-attendance, ManualMaster has the right to charge cancellation costs of 75% of the planned costs.
- ManualMaster reserves the right to cancel training and events with a shortage of participants.

To Article 60: Implementation of training

- Customer receives the training documentation free of charge during the training.
- All standard training courses are concluded with a certificate.

To Article 61: Price and payment

- Training is invoiced immediately after signing the order with a payment term of within 30 days after the invoice date.

ManualMaster Academy

- Registration for the ManualMaster Academy is a personal registration. Registration is at least for the current year and the following year. The registration is therefore always for a full calendar year plus the year that membership started. Therefore, cancellation is not possible in the year that membership started. In all subsequent years, cancellation before November 1 means termination of the membership at the end of December of that year.
- The teaching material provided is only intended for the student. Sharing information from the ManualMaster Academy with third parties is not permitted.

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- We always invoice the costs of the ManualMaster Academy for a full calendar year. The costs for the current year are calculated pro rata over the remaining months of the year, starting from the next month after the order. You will then receive an annual invoice at the beginning of January.
- If a person has registered to participate in something, we assume that this person will be there. If the person does not show up, this may mean that a place is lost to someone else who would have liked to attend, and we want to prevent that. If you do not show up for a training, workshop or masterclass on location, we reserve the right to charge a no-show fee of EUR 75.00 excl. VAT.
- The information provided via a registration is only used by us for administrative purposes and therefore is not shared with third parties. If someone participates in a workshop or lesson program provided by third parties, the name of the person and any company name are known to this party. They are also bound by privacy legislation and we will point this out to them.

So much for the reading and digging through the details. We are looking forward to the collaboration. If you have any questions, we would like to hear from you.

Sincerely,
Team ManualMaster

the QM software