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## 1 Terms of Delivery ManualMaster

This quotation is valid up to 30 days after the quotation date. By signing this quotation, both parties declare that they agree to the terms and conditions stated in this quotation. After signing, an agreement is in place. The terms and conditions below specify the agreement in more detail.

Agreements regarding ManualMaster Starling are subject to Nederland ICT's terms and conditions filed with the Chamber of Commerce in the Central Netherlands under number 30174840. These terms and conditions follow the FENIT conditions and ICT~Office terms and conditions, under which earlier agreements have been concluded. Where ManualMaster deviates from or adds to these conditions, the agreements are stated below. This involves the chapters:

- Chapter 1. General provisions
- Chapter 2. Services
- Chapter 4. Software
- Chapter 6. Software maintenance and support
- Chapter 7. Advising and consultancy
- Chapter 9. Instruction and Training

In case of ManualMasterCloud:

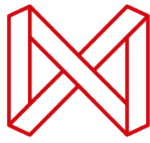
- Chapter 3. Software-as-a-Service (SaaS)
- Chapter 10. Hosting (for ManuaMasterCloud)

The following do not apply:

- Chapter 5. Software and website development
- Chapter 8. Out-service department
- Chapter 11. Equipment purchase
- Chapter 12. Equipment lease
- Chapter 13. Equipment maintenance

Nederland ICT's terms and conditions are appended to the agreement and/or can be perused on the ManualMaster website ([www.manualmaster.com](http://www.manualmaster.com)).

Where ManualMaster deviates from or adds to the Nederland ICT terms and conditions, this is described below.



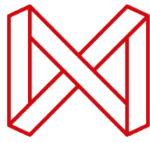
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## 1.1 Supplement to Chapter 1. General provisions

- 1.1 All amounts given are exclusive of travel expenses and exclusive of 21% VAT. The travel costs will be €0.55 per kilometre and will be calculated from ManualMaster's head office.
- 1.2 The licences, service, training and services included in this agreement will be invoiced in full immediately after signing, with payment due 30 days after the invoice date.
- 1.3 If you would like us to include a reference on the invoice, such as a purchase order number, you can inform us of this when you approve the invoice by sending an e-mail to [info@manualmaster.com](mailto:info@manualmaster.com). There is also the option of noting this down at the end of this document when you sign for approval.
- 1.4 The customer will be required to hold an exit interview at the moment that it ends the agreement with supplier, in which it explains the reasons for cancellation and shares its experiences with supplier.

## 1.2 Supplement to Chapter 2. Services

- 2.1 ManualMaster can be reached by telephone and online during office hours (see [www.manualmaster.com](http://www.manualmaster.com)).
- 2.2 Support focuses on application and implementation based knowledge provision at both the technical and functional level and execution plans are made where necessary.
- 2.3 The support and maintenance contract does not include services regarding consultancy, installation or installation support (remote and/or on location), conversion work, reading in and/or converting documents, making and/or resetting back-ups or training.
- 2.4 Agreements already made for ManualMaster services can only be cancelled by the customer in writing.
- 2.5 If the customer wishes to reschedule an appointment made for ManualMaster services for an urgent reason, this can be done no later than 5 business days before the planned appointment without fees being applied for this.  
In case of cancellation/rescheduling within 3-5 days, ManualMaster is entitled to charge cancellation fees of 35% of the planned fees. In case of cancellation/rescheduling within 2 business days, ManualMaster is entitled to charge a cancellation fee of 75% of the planned fee.
- 2.6 The ManualMaster services included in the agreement must be accepted within 12 months after signing the agreement. If this period has elapsed, the right to accept the services is lost. If the customer still wishes to make use of ManualMaster services after this period, ManualMaster will draw up a new quotation for the customer.
- 2.7 The customer has free access to our knowledge sessions in which we intensively discuss many subjects and ideas with our customers.
- 2.8 The customer will receive information through regular newsletters and emails.
- 2.9 An annual evaluation interview will be held between the supplier and the client.



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2.10 ManualMaster constantly strives to optimise its services and to improve its products. The customer can make its wishes known regarding future product releases. ManualMaster divides these wishes into the following categories:

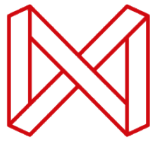
- a. Intention to integrate these wishes into the (future) product.
- b. Intention to integrate these wishes into a new product.
- c. Wish will not be included in the standard product. ManualMaster cannot offer a customised quotation to the customer for the desired functionality.

### 1.3 Supplement to Chapter 4. Software

- 3.1 The customer will be held to the current technical specifications that are required for the application to function optimally. These current technical specifications are appended to the agreement and/or can be perused on the ManualMaster website.
- 3.2 The user documentation will be issued in Dutch and/or English and can be supplied in a preferred language upon request for a fee.
- 3.3 Each year, the customer will receive an invoice in January for support and maintenance of the licences purchased. This invoice will be 21% of the current price list of the licences purchased. Payment will be due within 30 days of the invoice date.
- 3.4 ManualMaster reserves the right to index for the amount of support and maintenance up to 1x per year as of January 1, based on the CBS Consumer Price Index all spending, series 2015=100. The October CPI annual mutation is used as an index.
- 3.5 The provision of support and maintenance with regard to licences will begin at the moment that this agreement is signed. The invoice for the first year of support and maintenance will be calculated from the date of signing to 31 December of that year.
- 3.6 The support and maintenance contract for the licences can be cancelled annually, subject to notice of two full calendar months being given. The contract must be cancelled before 1 November of any given year. The consultancy and training included in the agreement must be accepted by the client within 12 months. If this period has elapsed, the right to accept the services is lost.

### 1.4 Supplement to Chapter 6. Software maintenance and support

- 4.1 ManualMaster provides support to trained users and other users of the customer. The customer support is based on the knowledge of a user who has been trained by ManualMaster. If this knowledge is not adequate, then a recommendation will be made to repeat or add training in consultation with the account manager.
- 4.2 Use of support by ManualMaster within the framework of the support and maintenance contract is based on fair use. If the customer uses this service disproportionately, ManualMaster will make contact to find a suitable solution for this. Costs may be applied for additional services, although always after entering an agreement to this effect.



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- 4.3 ManualMaster will inform the customer about the release of new updates and provide telephone support for their installation. Assistance will be provided on a schedule as necessary.
- 4.4 ManualMaster shall undertake to repair faults in the current version and to provide maintenance and support in the current version and preceding version.
- 4.5 Through our website, customers have 24/7 access to information sources such as technical documentation, articles, help texts, etc.
- 4.6 A case number is created for every report that the customer makes to ManualMaster by telephone +31 (0)78-644 6884) and/or online ([support@manualmaster.com](mailto:support@manualmaster.com)) and that has a follow-up action associated with it. The customer can review the status of cases on the Portal.
- 4.7 The customer will discuss the priority for settling submitted cases in consultation with ManualMaster. Cases will be settled in accordance with the priority chart below as much as possible, where the response times are measured in business days of ManualMaster (see [www.manualmaster.com](http://www.manualmaster.com)); weekends are therefore not included in the response times:

Incident type	Description	Indication	Response
1	Critical	The entire functionality of the system, or large parts of the functionality, is not accessible. The content of the system is not accessible to end users.	Reaction within 24 hours after notice by the customer. The customer reports by telephone and detailed online. Expected resolution time within 48 hours.
2	Average	Critical parts of the functionality of the system (for the functioning of the customer's organisation) have no or only limited accessibility. The impact is limited to a few users.	Reaction within 48 hours after notice by the customer. The customer reports by telephone/detailed online. Expected resolution time within 7 business days.
3	Low	Parts of the functionality of the system have no or only limited accessibility. The impact is limited to a few users or the impact affects	Within 5 business days after notice by the customer. The customer preferably reports detailed online. Expected resolution time



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		a larger group of users, but the functionality limitation is not critical to the operational process for the customer.	within 14 business days.
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4.8 Service times are indicative and explicitly do not constitute a response time guarantee. If the customer desires a higher service level, additional agreements about this can be made with ManualMaster. See also Article 22.1 Nederland ICT terms and conditions.

4.9 If malfunctions are caused by the action of the customer (improper/incorrect use of the application or malfunctions and/or management faults in the IT infrastructure), ManualMaster will charge the customer for its services. The minimum use of a daily period and travel costs will be charged in cases that require a location visit. Upon escalation (incident types 1 and 2), a fee of 50% or 25% will be charged respectively.

## 1.5 Supplement to Chapter 7. Advising and consultancy

5.1 Advising and consultancy will be billed immediately after signing the order with payment due within 30 days after the invoice date.

5.2 Consultancy will be provided on the basis of the unit purchased. One day of consultancy will be a maximum of 8 work hours. A daily period of consultancy will be a maximum of 3.5 work hours. If more time is necessary, we will consult with the customer as to whether a new daily period can begin immediately or that a new appointment needs to be made.

## 1.6 Supplement to Chapter 9. Instruction and Training

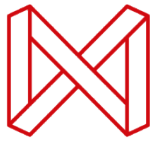
6.1 It is possible to register for Instruction and Training in writing or by phone. Once the customer has received order confirmation from ManualMaster, the registration is finalised.

6.2 Instruction and Training will be billed immediately after signing the order, with payment due within 30 days after the invoice date.

6.3 Participation in standard training at ManualMaster's location can be rescheduled to later than 5 business days before starting. In case of cancellation/rescheduling within 5 business days before starting the agreed training or in case of absence, ManualMaster shall be entitled to charge cancellation fees of 75% of the planned fees.

6.4 The customer will receive the training documentation during the training.

6.5 All the training courses are concluded with a certificate.



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## 1.7 In case of ManualMasterCloud

## 1.8 Supplement to Chapter 3. Software-as-a-Service (SaaS)

- 7.1 Where saas service is mentioned, ManualMasterCloud service should be read.
- 7.2 ManualMaster is responsible for installing the software on the server.
- 7.3 Customer owes the ManualMasterCloud service fee included in the agreement. Every year, the customer receives an invoice for this in January. The payment term is within 30 days of the invoice date.
- 7.4 The invoice for the first year shall be calculated from the date of signature until 31 December of that current year.
- 7.5 ManualMaster reserves the right to index the amount for the ManualMasterCloud service up to once a year as of 1 January, based on the CBS Consumer Price Index all spending, series 2015=100. The October CPI annual mutation is used as an index.