

Article 1. General

- These terms and conditions apply to every offer, quotation and agreement between MaxMind Technologies B.V. hereinafter referred to as the Contractor and a Client, insofar as the parties have not deviated from these terms and conditions explicitly and in writing.
- The present terms and conditions also apply to agreements with the Contractor, for the execution of which the Contractor must involve third parties.
- These general terms and conditions have also been written for the employees of the Contractor and its management.
- The applicability of any other terms and conditions of the Client is explicitly rejected.
- If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or destroyed, the other provisions in these general terms and conditions will remain fully applicable. The Contractor and the Client will then enter into consultation in order to agree on new provisions to replace the invalid or voided provisions, whereby the purpose and purport of the original provisions are observed as much as possible.
- If there is uncertainty about the interpretation of one or more provisions of these general terms and conditions, then the explanation must take place in the spirit of these provisions.
- If a situation arises between the parties that is not regulated in these general terms and conditions, then this situation must be assessed in the spirit of these general terms and conditions.
- If the Contractor does not always require strict compliance with these terms and conditions, this does not mean that the provisions thereof do not apply, or that the Contractor would lose the right to demand strict compliance with the provisions of these terms and conditions in other cases.

Article 2. Quotations and offers

All quotations and offers from the Contractor are without obligation, unless a term for acceptance has been set in the quotation. If no acceptance period has been set, no rights can be derived in any way from the quotation or offer.

Article 3 Duration of the contract

- The agreement between the Contractor and the Client is entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or if the parties explicitly agree otherwise in writing.
- If a term has been agreed or stated for the performance of certain activities or for the delivery of certain goods, this is never a strict deadline. If a term is exceeded, the Client must therefore give the Contractor written notice of default. The contractor must be offered a reasonable period of time to still execute the agreement.
- The contractor will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the state of the art known at that time.

Article 4. Suspension, dissolution and early termination of the agreement

- The Contractor is authorized to suspend the fulfillment of the obligations or to dissolve the agreement, if the Client does not, not fully or not timely fulfill the obligations under the agreement, after the conclusion of the agreement, circumstances that have become known to the Contractor give good grounds, it can no longer be expected of the Contractor to fulfill the agreement under the originally agreed conditions.
- The Contractor is further authorized to dissolve the agreement if circumstances arise of such a nature that fulfillment of the agreement is impossible or if circumstances otherwise arise that are of such a nature that unaltered maintenance of the agreement cannot reasonably be assumed by the Contractor.
- If the agreement is dissolved, the claims of the Contractor on the Client are immediately due and payable. If the Contractor suspends the fulfillment of the obligations, it will retain its rights under the law and agreement.
- If the Contractor proceeds to suspension or dissolution, it is in no way obliged to pay compensation for damage and costs incurred in any way.
- If the dissolution is attributable to the Client, the Contractor is entitled to compensation for the damage, including the costs, arising directly and indirectly as a result.

- If the Client does not fulfill his obligations arising from the agreement and this non-compliance justifies termination, then the Contractor is entitled to terminate the agreement immediately and with immediate effect without any obligation on its part to pay any compensation or indemnification, while the Client, due to breach of contract, is obliged to pay compensation or compensation.

- If the agreement is prematurely terminated by the Contractor, the Contractor will, in consultation with the Client, arrange for the transfer of work still to be performed to third parties. This unless the cancellation is attributable to the Client. If the transfer of the work entails additional costs for the Contractor, these will be charged to the Client. The Client is obliged to pay these costs within the specified period, unless the Contractor indicates otherwise.

In the event of liquidation, of (application for) suspension of payments or bankruptcy, of attachment - if and insofar as the attachment is not lifted within three months - at the expense of the Client, of debt restructuring or another circumstance whereby the Client no longer can freely dispose of its assets, the Contractor is free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any compensation or compensation. In that case, the claims of the Contractor on the Client are immediately due and payable.

Article 5. Force majeure

- The Contractor is not obliged to fulfill any obligation towards the Client if he is prevented from doing so as a result of a circumstance that cannot be attributed to fault, and is not for his account under the law, a legal act or generally accepted beliefs.

- In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in this regard in law and jurisprudence, all external causes, foreseen or unforeseen, on which the Contractor has no influence, but as a result of which the Contractor is unable to fulfill its obligations. The Contractor also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment of the agreement occurs after the Contractor should have fulfilled its obligation.

- During the period that the force majeure continues, the Contractor can suspend the obligations under the agreement. If this period lasts longer than two months, then each of the parties is entitled to dissolve the agreement, without any obligation to pay compensation to the other party.

- Insofar as the Contractor has in the meantime partially fulfilled or will be able to fulfill its obligations under the agreement at the time of the commencement of force majeure, and the part that has been fulfilled or to be fulfilled respectively has independent value, the Contractor is entitled to revoke the part already fulfilled or to be fulfilled to be invoiced separately. The Client is obliged to pay this invoice as if it were a separate agreement.

Article 6. Payment

- Payment must always be made within 14 days after the invoice date, in a manner to be indicated by the Contractor in the currency in which the invoice is made, unless otherwise indicated in writing by the Contractor. The Contractor is entitled to invoice periodically.

- In the event of an agreement in which amounts are periodically due to be paid by the Client, the Contractor is entitled to adjust the applicable prices and rates by means of a written notice of at least three months.

- If the Client does not wish to agree to an adjustment of prices made known by the Contractor as referred to in Article 6.2, the Client is entitled to terminate the agreement in writing within fourteen working days after the notification referred to in the article on the date on which the price or rate adjustments would come into effect or to cancel the agreement.

Article 7. Liability

- If the Contractor should be liable, then this liability is limited to what is regulated in this provision.

- The Contractor is not liable for damage, of whatever nature, arising because the Contractor has relied on incorrect and / or incomplete information provided by or on behalf of the Client.

- If the Contractor should be liable for any damage, then the Contractor's liability is limited to a maximum of the invoice value, at least to that part to which the liability relates.

- The liability of the Contractor is in any case always limited to the amount paid out by its insurer.

- The contractor is only liable for direct damage.

- Direct damage is exclusively understood to mean the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to ensure the agreement, insofar as these can be attributed to the Contractor and reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to a limitation of direct damage as referred to in these general terms and conditions. The contractor is never liable for indirect damage, including consequential damage, lost profit, missed savings and damage due to business interruption.

- The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of the Contractor or its managerial subordinates.

- The Client will ensure that all information, of which the Contractor indicates that it is necessary or of which the Client should reasonably understand that it is necessary for the performance of the agreement, is provided to the Contractor in a timely manner. If the data required for the execution of the agreement is not provided to the Contractor in time, the Contractor has the right to suspend the execution of the agreement and / or to charge the additional costs resulting from the delay to the Client according to the then usual rates. The implementation period does not commence until after the Client has made the data available to the Contractor. The Contractor is not liable for damage, of whatever nature, because the Contractor has relied on incorrect and / or incomplete information provided by the Client.

- Without being in default, the Contractor can refuse a request to amend the agreement if this could have consequences in terms of quality and / or quantity, for example for the work to be performed in that context.

- If the Client should be in default in the proper fulfillment of that which it is obliged to do towards the Contractor, the Client is liable for all damage on the part of the Contractor that arises directly or indirectly as a result.

Article 8. Indemnity

The Client indemnifies the Contractor against any claims from third parties who suffer damage in connection with the performance of the agreement and the cause of which is attributable to others than the Contractor. If the Contractor should be addressed by third parties on that basis, the Client is obliged to assist the Contractor both in and out of court and to do everything that may be expected of him in that case without delay. Should the Client fail to take adequate measures, the Contractor is entitled to do so itself without notice of default. All costs and damage on the part of the Contractor and third parties that arise as a result, are fully for the account and risk of the Client.

Article 9. Intellectual property

- The Contractor reserves the rights and powers that accrue to him on the basis of the Copyright Act and other intellectual laws and regulations.

- All intellectual or industrial property rights to all software, equipment or other materials such as analyzes, designs, documentation, reports, quotations, as well as preparatory material thereof developed or made available under the agreement, rest exclusively with the Contractor or its licensors. The Client only obtains the rights of use and powers that are expressly granted in these terms and conditions or otherwise, and for the rest he will not reproduce or make copies of the software or other materials.

- The Client is aware that the software, equipment and other materials made available contain confidential information and trade secrets of the Contractor or its licensors. The client undertakes all necessary steps to keep this software, equipment and materials secret, not to disclose or use it to third parties and to use it only for the purpose for which they have been made available. Third parties also include all persons working in the Client's organization who do not necessarily need to use the software, equipment and / or other materials.

- The Client is not permitted to remove or change any designation regarding copyrights, brands, trade names or other intellectual or industrial property rights from the software, equipment or materials, including indications regarding the confidential nature and secrecy of the software.

Article 10. Applicable law and disputes

- All legal relationships to which the Contractor is a party are exclusively governed by Dutch law, even if an obligation is fully or partially performed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.
- The judge in the place of business of the Contractor has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, the Contractor has the right to submit the dispute to the competent court according to the law.
- The parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.

Article 11. Confidential information

Each of the parties guarantees that all confidential information received from the other party before and after entering into the agreement will remain secret. Information will in any case be regarded as confidential if it is designated as such by one of the parties.

Article 12. Conditions

- These conditions can be found and can be printed out via the website of the Contractor at: www.opengds.com.
- The Dutch text of the general terms and conditions is always decisive for the interpretation thereof.