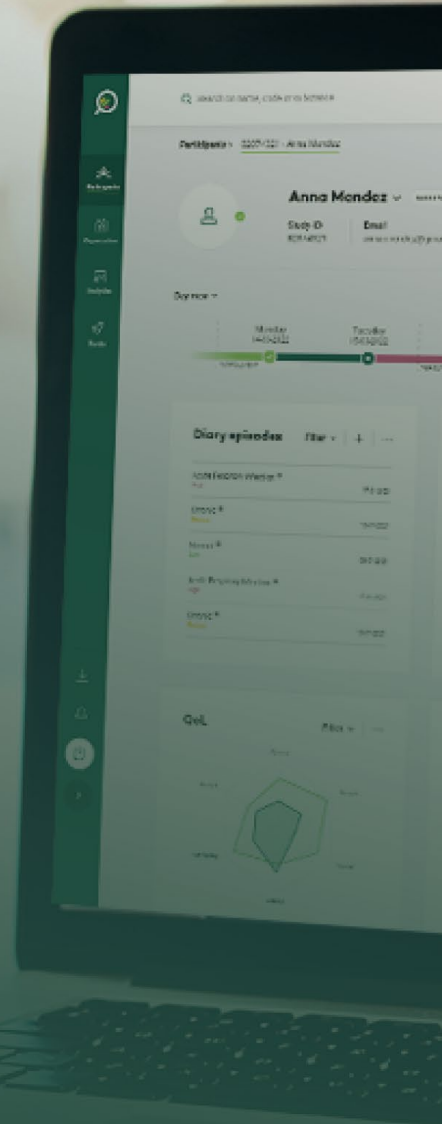


# General terms & conditions

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Author: Your Research Legal



**Increase participant retention**



**Improve study team efficiency**



**Build a base of reliable data**

## Article 1. Definitions

1.1. In these General Terms and Conditions the following capitalised terms have the following meanings:

<b>Account</b>	The personal environment of the Client or User, which they can access by means of their Login Details and on which they can place, view, or exchange Data.
<b>General Terms and Conditions</b>	Your Research BV (hereinafter: YR) general terms and conditions.
<b>YR Software:</b>	The Software developed by YR (including software and preparatory material), can be accessed remotely by the Client and its Users and they can access Modules by means of their Login Details and which they can process Data partly through Links and Equipment. The Links and Equipment themselves are not included in this definition, but Modules are.
<b>Availability</b>	The total time during which the Client has actually been able to use the YR Software.
<b>Appendix</b>	An Appendix to the Agreement, which will form an integral part thereof.
<b>Data</b>	All data and information concerning Patient Users that are processed via the YR Software, Links, and Equipment.
<b>Equipment</b>	The (medical) measuring equipment required for measurements by the External User and thus for obtaining Data on behalf of an Internal User.
<b>Internal User</b>	The person who has created Login Data on behalf of the Client and who can therefore access and use the YR Software.
<b>External user</b>	The participant/patient in person who has created Login Data through the Client and can therefore access and use the YR Software;
<b>User</b>	An internal or external User.
<b>Scheduled Maintenance</b>	The performance of corrective, preventive, or constructive work in connection with the YR Software.
<b>YR</b>	The private company with limited liability Your Research B.V. with its registered office in Huizen and its principal place of business at Zeegweg 28, 1271 VX in Huizen, registered in the trade register of the Chamber of Commerce under registration number 75100037;
<b>IP Rights</b>	All rights of intellectual and industrial property, including copyrights, trademark rights, patent rights, design rights, trade name rights, database rights, and neighboring rights, as well as rights regarding domain names, trade secrets, and know-how, and all rights related to intellectual property rights.
<b>Login Details</b>	The user name, password, and any additional security information created by the Client and Users with which they can access the Account and use the YR Software.
<b>Link:</b>	the links in the Agreement between the YR Software and products, systems, software, and/or services of third parties, including medical equipment and/or EPR systems, as a result of which (parts of) these services of third parties and/or the information and files on Patient Users processed by these third parties on behalf of the Client are available within the YR Software to the Client and/or Users.
<b>Module</b>	A functional component within the YR Software as specified in the Agreement, which can be made available to the Client and Users by YR.
<b>Party/ies</b>	The Client and/or YR.
<b>Client</b>	The healthcare institution that has entered into the Agreement with YR.

information is proprietary to Your Research and should be treated as confidential material in accordance with existing confidentiality agreements. The unauthorized use of this data is strictly prohibited. Copyright ©. Your Research. All Rights Reserved.

<b>Agreement</b>	The Agreement between the Parties pursuant to which the Client and its Users are entitled to use the YR Software.
<b>Fault</b>	The substantial failure of the YR Software to comply with the user documentation.
<b>Failure</b>	A Fault, as a result of which access to and/or normal use of the YR Software is impossible or insufficiently possible.

## **Article 2. The General Terms and Conditions**

- 2.1. The General Terms and Conditions apply to all legal acts of YR, all legal relationships between the Parties, such as the Agreement, as well as all offers and quotations by YR and the use of the YR Software by the Client and its Users.
- 2.2. The applicability of the Client's purchase or other conditions is expressly excluded.
- 2.3. These General Terms and Conditions consist of a general section and an Appendix, which relates to the Modules.
- 2.4. If any provision of the General Terms and Conditions and/or Agreement is null and void or is nullified, the other provisions of the General Terms and Conditions and/or Agreement will remain fully in force. YR will replace the null and void or nullified provision(s) with new provisions, observing the purpose and intent of the null and void or nullified provision(s) as much as possible.
- 2.5. YR reserves the right to change or supplement these General Terms and Conditions. Amendments will also apply to Agreements already concluded with due observance of a period of 30 days after the announcement of the amendment to the Client. If the Client does not wish to accept a change to the General Terms and Conditions, it may terminate the Agreement as of the date on which the new General Terms and Conditions take effect, unless the Parties determine that the old version of the General Terms and Conditions will continue to apply to the Client.

## **Article 3. The Formation of the Agreement**

- 3.1. Unless the offer explicitly stipulates otherwise in writing, all offers and quotations issued by YR will be free of obligation. If an offer by YR is made without obligation, YR may revoke or change this offer until immediately after acceptance by the Client.
- 3.2. The Agreement is concluded when it has been signed by both Parties or when YR has started to carry out the intended work. In the latter case, the Agreement will be deemed to be formed by the agreements that existed between the Parties at the time YR commenced the work, in which case the Parties will make every effort to reach a signed Agreement as soon as possible.
- 3.3. The Client guarantees the correctness and completeness of the data provided to YR by it or, on its behalf, on which YR bases its offer. Offers are often indicative and the actual usage and current fees determine the fee. If the information provided by the Client is incorrect or incomplete, YR is entitled to adjust the fees.

- 3.4. Information and data mentioned in catalogs, websites, offers, advertising material, and suchlike are not binding for YR unless explicitly stated otherwise in writing. Verbal undertakings, orders, and/or other statements of any kind by employees of YR are legally valid and binding only if confirmed in writing by authorised representatives of YR.
- 3.5. If changes are made to the Agreement, either at the request of the Client or as a result of the fact that, due to whatever circumstances, a different performance is required, the Parties will consult and the consultation and the results thereof will be regarded as additional work. The additional costs involved will be payable by the Client, in accordance with YR's usual fees.
- 3.6. YR is not obliged to comply with a request of the Client to perform additional work and can demand that an additional written agreement be concluded for this.
- 3.7. In addition to making the YR Software available, additional care services may be provided by YR (or its affiliates). This must be agreed separately and does not form part of the Agreement.

#### **Article 4. The content of the Agreement**

- 4.1. After concluding the (sub)agreement, the Client is entitled to use the Modules named in the Agreement as part of the YR Software. If the Client wishes to use additional Modules, it must contact YR. YR may attach further financial or other conditions to such use.
- 4.2. YR will make every effort to make and keep the YR Software available, as well as to remedy Faults and Failures. Unless expressly agreed otherwise in writing, YR will provide its services on the basis of a best-efforts obligation.
- 4.3. Delivery dates stated by YR are not hard deadlines unless expressly agreed otherwise in the Agreement. The mere fact that a delivery or other period or completion or other date referred to by YR or agreed between the Parties is exceeded will not result in YR being in default, nor will YR then be obliged to compensate any form of loss (due to delay or otherwise). In all cases, YR will only be in default for exceeding the time limit if the Client places it in default in writing. The notice of default must include a full and detailed description of the shortcoming, as well as a reasonable term to remedy it.
- 4.4. YR can make the YR Software and/or Modules available using new or modified versions of the underlying software. YR will, at its sole discretion and with or without additional financial terms, make available updates and upgrades to the YR Software and/or Modules. However, YR is not obliged to maintain, change, or add any specific features or functionality of the YR Software. YR does not guarantee that the YR Software and/or Modules (*upwards* or *downwards*) are always or directly compatible and/or interoperable with Equipment and/or Links.

#### **Article 5. Responsibilities of the Client**

- 5.1. The Client will do all that is reasonably necessary and desirable to enable the proper execution of the Agreement and will lend all cooperation deemed necessary and desirable by YR for this purpose. In particular, the Client will ensure that all data, documents, information, equipment, software, and other materials which YR indicates are necessary, or which the Client should reasonably understand are necessary for the performance of the Agreement, are provided to YR in a timely manner.
- 5.2. If the Client fails to comply, fails to comply in time, or fails to comply sufficiently with the obligations referred to in the previous paragraph, YR will be entitled to suspend the performance of the Agreement in whole or in part, and YR will also be entitled to charge the ensuing costs at the customary fees charged by YR, without prejudice to YR's right to exercise any other legal and/or agreed right.
- 5.3. The Client itself is responsible for the use of the YR Software, and for the processing of Data, as well as for the application of the Data in the provision of research or care, and the use of the YR Software (including Modules and Equipment) by Users.
- 5.4. The Client is responsible for the use and correct settings thereof, and for the correct choice of computer, data, or telecommunications facilities, including the Internet, required for the use of the YR Software.

**Article 6. The YR Software and Users**

- 6.1. After concluding the Agreement the Client and its Users will gain access to the YR Software by creating an Account and Login details. Any operational use by Users of the YR Software implies acceptance by the Client. The Client and Users are responsible for keeping the Login Details secret. As soon as the Client or a User knows, or has reason to suspect, that its/his Login Details have come into the hands of unauthorized persons, the Client will immediately inform YR, without prejudice to its own obligation to take effective measures immediately, such as changing the Login Details.
- 6.2. The Client accepts and agrees that it is at all times responsible and liable for the use that the Client makes of the YR Software, as well as the use that Users connected through the Client makes of the YR Software.
- 6.3. The Client shall bear full responsibility for the issuance, revocation, and management of user accounts, as well as for assigning roles and rights within the system. It is the Client's obligation to ensure that these actions are conducted in accordance with their internal policies and relevant regulations. Your Research will not undertake the initiation or execution of these actions unless explicitly requested by the Client. Such requests must be formally submitted through the Your Research support system. Upon receiving a valid request, Your Research will act in accordance with the specified instructions, provided that they align with the agreed terms of service and existing legal frameworks. This clause underscores the Client's autonomy and responsibility in managing access and privileges within the system, while also delineating the supportive role of Your Research in these processes.
- 6.4. YR will make every effort to ensure that the YR Software is and remains available correctly and in full, and to remedy Faults and Failures. The Client accepts that the YR Software and/or the Modules only contain the functionalities and other properties as found by the Client and its Users at the time of use ('as is'). The Client also accepts that the hosting and cloud environment of the YR Software are subject to the conditions of the relevant supplier. Therefore, YR does not guarantee the proper functioning and/or full availability of the YR Software, nor that all Failures and/or Faults will be remedied. The Parties may deviate from the above (subject to further financial or other conditions) in a Service Level Agreement ('SLA') to be concluded separately.
- 6.5. YR is entitled at any time, without prior notice and without becoming liable for compensation or liable vis-à-vis the Client in any way, to modify the YR Software and/or an Account and their contents and/or to make them (temporarily or otherwise) unavailable (the latter including Data). YR will give as much advance notice as possible if it intends to carry out maintenance with regard to the YR Software and will carry out such maintenance outside working days. However, YR reserves the right to carry out such maintenance without prior notice and immediately if urgency requires this of YR.
- 6.6. The Client guarantees that the Users act in accordance with the provisions of these General Terms and Conditions and the Agreement at all times. The Client is therefore liable for all use made of the YR Software by the Users. The Client will take appropriate measures to detect and, if possible, prevent abuse. If necessary the Client can provide further rules regarding the use of the YR Software within the YR Software and impose them on the Users.
- 6.7. The Client will indemnify YR against all third-party claims based on the assertion that the use of the YR Software by the Client or the Users is unlawful in any way, and against all third-party claims resulting from (alleged) non-compliance with the Agreement and/or the General Terms and Conditions by the Client or Users.
- 6.8. YR will make every effort to ensure that the Client has Equipment at its disposal and can make use of the Links. However, YR is not responsible for the (proper) functioning of the Equipment and the Links, and thus that such Equipment and Links are available at all times and function without error, nor that the Data resulting from their use is correct, complete, and/or up-to-date. The Client accepts and agrees that the terms of use and conditions of the suppliers of the Equipment and/or Links apply to their use.

## **Article 7. Using the YR Software**

- 7.1. The Client and Users can use the YR Software to upload Data via their Account, which can be made visible within the YR Software to (some of) the Users. Placing Data results in the use of storage space purchased from YR. YR will make data traffic and storage space available to the Client on the basis of a fair use policy, which means that the Client will be allocated an amount of data traffic and storage space that YR deems reasonable based on the number of Users. YR can set a maximum for the amount of storage space or data traffic that the Client may use per month in the context of the YR Software if such use exceeds the reasonable use standards determined by YR.
- 7.2. If the fair use policy determined by YR as referred to in the previous paragraph is exceeded or is likely to be exceeded, the Parties will discuss the matter, and YR and the Client may make new financial or other arrangements regarding the extra data traffic or storage space used by the Client.
- 7.3. YR is entitled at its own discretion to apply data management to the data traffic of the Client and the Data placed by Users.
- 7.4. YR will make every effort to the best of its ability to make and keep the Data available, but cannot guarantee that the Data placed by the Client and/or Users will be continuously and fully available.
- 7.5. Without prejudice to the other provisions of these General Terms and Conditions, the activities related to the YR Software, including the use of the YR Software by the Client and the Users and the Data placed by them, must not (i) contravene any statutory provision, the Agreement or these General Terms and Conditions (ii) infringe upon or violate the interests and good name of YR or public decency, (iii) impose an unreasonable or disproportionate burden on the infrastructure of YR Software or hinder the functionality of YR Software, or (iv) infringe upon any right of a third party, including the IP Rights of a third party and rights relating to the protection of privacy.
- 7.6. All use of the YR Software and other services of YR will be entirely at the expense and risk of the Client. The Client is responsible and liable for the Data processed through the YR Software and the results of the YR Software. YR accepts no responsibility for any decision made based on YR Software by the Client or Users.

## **Article 8. Availability**

- 8.1. If the Parties do not agree on a separate Service Level Agreement containing additional or different arrangements, YR guarantees 99% availability of the YR Software per month.
- 8.2. The availability is always calculated per calendar month as follows:  $\text{Availability} = 100 * ((\text{number of minutes} - \text{minutes of Failure}) / \text{number of minutes})$
- 8.3. Failures caused by a circumstance beyond the control of YR or which have arisen as a result of force majeure, emergencies, Scheduled Maintenance, or actions by the Client in contravention of the Agreement or the General Terms and Conditions will not be regarded as a Failure when calculating availability.
- 8.4. The availability committed to in this Article applies only to the YR Software and not to Links.
- 8.5. In the absence of evidence to the contrary, all availability measured by YR will be considered conclusive evidence.
- 8.6. The Client will inform YR at all times of any circumstances that may affect the use of the YR Software and its availability.
- 8.7. If the availability is not achieved, only the legal remedies mentioned in the SLA will apply.

**Article 9. Privacy and confidentiality**

- 9.1. The Parties will treat information that they provide to each other before, during, or after the execution of the Agreement confidentially, if the receiving Party knows or may reasonably suspect that the information is confidential. The Parties will also impose this obligation on their employees as well as on third parties engaged by them for the execution of the Agreement.
- 9.2. In the context of the fulfillment of the Agreement, in particular the provision of the YR Software, YR will process personal data within the meaning of the GDPR on behalf of the Client. YR processes personal data only on the instructions, and on behalf, of the Client, which makes YR the processor and the Client the controller.
- 9.3. The processing of personal data is further specified in a Processing Agreement.

**Article 10. Price and payment**

- 10.1. The Client will pay YR fees to use and implement the YR Software. The amount of this fee is laid down in the Agreement.
- 10.2. If the Client wishes to use one or more additional Modules, it will request this in writing from YR, after which the Parties will enter into consultation with a view to concluding an Agreement (including the fees).
- 10.3. Unless indicated otherwise, all fees quoted by YR are in euros and are exclusive of turnover tax (VAT) and other government levies.
- 10.4. YR is entitled to change the fees for the use of the YR Software at any time. YR will notify the Client of this at least 30 days in advance so that the Parties can reach an agreement about the increase.
- 10.5. Notwithstanding the provisions of the previous paragraph, YR is entitled to increase the prices charged for using the YR Software, for example, due to unforeseen costs or changed circumstances, and without this entitling the Client to terminate the Agreement. This right of YR is separate from the right to index prices and fees annually.
- 10.6. In the event that an external supplier of the Client charges costs in connection with setting up a Link, extra parts, modules, or expansions required, or for support by that external supplier, the Client will pay those costs.
- 10.7. If and insofar as YR performs work that consists of consultancy services on behalf of the Client, YR will be entitled to charge its current fees for such services, which may change from time to time, unless the Parties have agreed otherwise in the Agreement.
- 10.8. The payment term for invoices is thirty (30) days after the invoice date unless otherwise agreed in writing or stated on the invoice.
- 10.9. In the event of non-payment of an invoice (or failure to pay in time or in full), YR will send the Client a reminder, giving the Client a further period in which to make full payment. If the Client has not paid the outstanding amount within the term stated in the reminder, the Client will be in default with regard to that payment obligation. From the moment of default, the Client will owe a loss due to delay on the outstanding amount, equal to the statutory commercial interest rate.
- 10.10. If the Client is in default with regard to a payment obligation, YR may outsource the claim. In that case, all costs incurred by YR, such as litigation costs and extrajudicial and judicial costs, including the costs of legal assistance, bailiffs, and debt collection agencies, incurred in connection with late payments, will be borne by the Client. The extrajudicial costs are set at no less than 10% of the invoice amount with a minimum of EUR 250 excl. VAT.
- 10.11. Complaints relating to invoices do not suspend the Client's payment obligations.
- 10.12. YR is entitled to suspend the fulfillment of its obligations under the Agreement until the Client has met all its due obligations.

## **Article 11. Intellectual Property Rights**

- 11.1. All IP Rights in respect of the YR Software, including preparatory materials, documentation as well as all information (not being Data) that YR makes available to the Client or the Users through the YR Software, its website or otherwise, are held exclusively by YR or its licensor(s).
- 11.2. Provided that the Client fulfills its obligations under the Agreement, including, in any event, its payment obligations, YR will grant the Client a limited, personal, revocable, non-exclusive, and non-transferable right to access and use the YR Software remotely and process Data on it, in accordance with the provisions of these General Terms and Conditions and the Agreement.
- 11.3. Under the same conditions as referred to in the previous paragraph, the Client is entitled to sublicense the right of use as referred to in the previous paragraph to Users by creating Login Details or having them created.
- 11.4. Except insofar as permitted under mandatory law, the Client may not modify, reproduce, or decompile the YR Software or apply reverse engineering to the underlying software.
- 11.5. YR is allowed to take technical measures to protect its IP Rights. If YR has secured the YR Software by means of technical protection, the Client is not permitted to remove this protection or to have it removed.
- 11.6. All IP Rights of the Client and User(s) including, without limitation, IP Rights to the Data, will remain with that party. By using the YR Software, the Client grants YR a perpetual, non-cancellable, royalty-free, unencumbered, sublicensable, non-exclusive license to process, use, and reproduce the Data to the extent necessary in connection with making the YR Software available and/or to conduct research or analysis on pseudonymized Data. The Client guarantees that it is entitled to grant this license to YR. This license remains in force after termination of the Agreement for any reason.
- 11.7. YR is entitled to mention the name and location of the Client in marketing communications and its (public) list of clients.
- 11.8. YR will indemnify the Client, subject to the limitation of liability in Article 12, against any legal action based on the allegation that the YR Software infringes a copyright valid in the Netherlands, under the condition that the Client immediately informs YR in writing of the existence and contents of the legal action and leaves the handling of the case, including the conclusion of any settlements, entirely to YR. The Client will provide YR with the necessary authorizations, information, and cooperation to defend itself against such legal actions, if necessary in the Client's name. This obligation to indemnify will lapse if and insofar as the relevant infringement is related to the use by Client in violation of these General Terms and Conditions or otherwise (partly) caused by Client. If it has been irrevocably established in a court of law that the YR Software is infringing the aforementioned copyright, or if YR believes that there is a good chance that it is, YR will, at its own discretion (i) either ensure that the Client can continue to use the platform undisturbed, or (ii) terminate the Agreement (partially) by crediting the fees paid, less a reasonable user fee. Any other or further liability or indemnity obligation of YR is excluded.



## **Article 12. Liability**

- 12.1. The liability of YR for an attributable failure in the performance of the Agreement, a wrongful act, or any other act or omission by YR, its employees, or third parties engaged by it, expressly including any failure in the fulfillment of a guarantee obligation agreed with the Client, is limited to compensation of direct damage. YR's total, cumulative, aggregate liability for direct damage per calendar year is capped at half of the total amount that the Client has actually paid to YR under the Agreement in that calendar year.
- 12.2. "Direct damage" as referred to in the previous section means exclusively:
- a. property damage;
  - b. expenses reasonably incurred by the Client to ensure that YR's performance is in accordance with the Agreement; however, such alternative damage will not be reimbursed if the Agreement has been terminated by the Client (including termination by the competent court on the Client's behalf) (Section 6:265 of the Dutch Civil Code);
  - c. expenses reasonably incurred by the Client to establish the cause and extent of the damage, insofar as the establishment relates to direct damage within the meaning of this Agreement;
  - d. expenses reasonably incurred to prevent or limit damage, insofar as the Client can demonstrate that these expenses have resulted in a limitation of the direct damage within the meaning of this Agreement;
- 12.3. YR is not liable for any damage other than direct damage as described in Article 12.2, including consequential damage arising from, or in connection with, the Agreement including, without limitation, damage to and/or loss of Data, loss of profit, loss of turnover, loss of anticipated savings and other similar financial losses such as loss of goodwill or good name or other incidental, indirect, punitive or exemplary damage of any kind, irrespective of whether the Client has notified YR of such possible damage, compensation of damages or loss.
- 12.4. The limitations mentioned in the previous paragraphs of this article do not apply if and insofar as the damage was caused by intent or gross negligence on the part of YR or its directors.
- 12.5. YR's liability due to attributable failure in the performance of the Agreement only arises if the Client immediately and properly gives YR notice of default in writing and also sets a reasonable term in which the failure can be remedied, and YR also fails imputably to comply with its obligations after that term. The notice of default must include a detailed description of the failure so that YR can respond adequately.
- 12.6. A condition for the creation of any right to compensation is always that the Client reports the damage to YR in writing in due time after it has arisen. The Client's right to claim compensation under this Agreement, pursuant to a wrongful act or otherwise, lapses in any event if the Client has not filed a claim for compensation with the competent court in respect of the damage-causing event within one (1) year of its commencement.

## **Article 13. Guarantees and indemnifications**

- 13.1. The Client guarantees that neither it nor its Users will place Information on the YR Software that is unlawful and/or infringes the rights of a third party, including IP Rights and rights relating to the protection of privacy. If the Client discovers the presence of such Data on the YR Software, it will immediately take action to remove these unlawful Data immediately, or to make them otherwise unavailable.
- 13.2. The Client will be liable towards YR for, and will fully indemnify YR against, all damage and costs which YR suffers or incurs as a result of (i) an attributable failure in the performance of the Agreement or these General Terms and Conditions by the Client, (ii) any act of the Client or the Users in the use of the YR Software or (iii) an unlawful act.

#### **Article 14. Force majeure**

- 14.1. None of the parties is obliged to comply with any obligation under the Agreement if it is prevented from doing so as a result of a circumstance that cannot be attributed to a fault and that should not be for its account pursuant to the law, a legal act or in common opinion ('Force Majeure').
- 14.2. Under these General Terms and Conditions, Force Majeure will also mean, in addition to the meaning laid down in legislation and in case law, all external causes, anticipated or not anticipated, on which a Party cannot exert influence, but which prevent YR from fulfilling its obligations. In particular, Force Majeure will mean civil commotion, SYN flood, network attack, Denial-of-Service or Distributed Denial-of-Service attack, mobilization, war, traffic congestion, strike, lockout, operational disturbance, supply congestion, fire, flood, import and export impediment and in the event that a Party is unable to deliver due to its own suppliers, irrespective of the reason, as a result of which that Party cannot reasonably be expected to comply with the Agreement.
- 14.3. The counterparty of the Party in the force majeure situation may suspend its obligations under the Agreement during the period that the Force Majeure continues. If this period exceeds two months, either Party may terminate the Agreement, without any liability arising on their part to compensate the other party's damage.
- 14.4. To the extent that, at the time of occurrence of the situation of Force Majeure, YR has meanwhile performed, or will be able to perform, all or part of its obligations, and the part performed or to be performed has independent value, YR will be entitled to invoice the part performed or to be performed separately. The Client is obliged to pay this invoice.

#### **Article 15. Term and Termination**

- 15.1. Unless otherwise agreed in the Agreement itself, the Agreement is entered into for a period of 5 years, after which it is automatically renewed for a period of one year each time. However, either Party will be entitled to terminate the Agreement in writing by the end of the (extended or initial) term, with due observance of a notice period of at least three (3) months.
- 15.2. If the Agreement is terminated due to a shortcoming on the part of one of the Parties, the performances already received by the Client at the time of termination in execution of the Agreement and the related payment obligation will not be subject to cancellation. Amounts invoiced by YR before the termination remain due in full and become immediately payable at the time of termination.
- 15.3. YR will be entitled to terminate the Agreement in whole or in part, without notice of default being required if the Client is granted a (provisional) suspension of payments, if a petition is filed for the Client's liquidation if the Client's business is wound up or terminated, other than for the purpose of reconstruction or merger of companies, or if the decisive control over the Client's business changes, or upon the Client's death if the Client is a natural person.
- 15.4. YR will never be obliged, due to cancellation, dissolution, or any other way of terminating the Agreement, to refund funds already received, or to pay any compensation, without prejudice to the provisions of Article 12.
- 15.5. The Client's right to use and access the YR Software will lapse by operation of law in the event of cancellation, dissolution, or any other way of terminating the Agreement.
- 15.6. The client shall be solely responsible for all costs and expenses associated with the implementation of the exit strategy. This responsibility includes, but is not limited to, covering all reasonable administrative and supporting fees, and any other expenditures necessary to facilitate a seamless and orderly transition. The Client shall provide a comprehensive breakdown of these anticipated activities ('Service Provider') in a timely manner. It is understood that this financial responsibility is a critical component of the Client's obligations under this agreement, ensuring that the Service Provider remains whole and unaffected financially by the termination of this relationship. Your Research agrees to cooperate fully in the implementation of the exit strategy. However, it is explicitly understood that Your Research will only commence any such exit-related activities upon receiving a written agreement from the Exiting Client, confirming acceptance of all associated costs and conditions.

- 15.7. If the Client fails to fulfill its obligations under the Agreement or fails to do so fully or in time, YR will be entitled, after giving the Client the opportunity in a notice of default to fulfill its obligations properly, to suspend or terminate all or part of the Agreements concluded with the Client. This provision does not affect the right of YR to exercise any other legal and/or agreed right.
- 15.8. The provisions intended to remain applicable after cancellation, dissolution, or any other way of terminating the Agreement will survive cancellation, dissolution, or any other way of terminating the Agreement, including in any event Articles 1, 9, 11, 12, 13, and 17.
- 15.9. In the event of termination of the Agreement, for whatever reason, YR is not obliged to retain any Data or other information provided by the Client, except in the case of a statutory obligation. It is therefore the Client's own responsibility to keep adequate back-ups of the stored and placed Data and other data.

#### **Article 16. Unlawful Data**

- 16.1. YR will not take cognizance of Data that the Client and/or its Users store and/or disseminate via the systems of YR, unless this is necessary for the proper execution of the Agreement, or YR is required to do so under a statutory provision or court order. In that case, YR will endeavor to limit the access to the Data as much as possible, as far as this lies within its power.
- 16.2. Upon receipt of one or more complaints, notifications, or requests regarding allegedly unlawful Data, YR will promptly assess the content of the Data. YR is entitled to take measures in such cases, such as making Data inaccessible or deleting them, blocking the Account of the User concerned who has posted the Data, and - subject to certain conditions - providing third parties with the personal data of the User who has posted the unlawful Data. YR will inform the Client in this case, unless YR is prohibited from doing so by law.
- 16.3. YR reserves the right not to comply with a request to remove or block Data or to close an Account, if it has reasonable grounds for doubting the accuracy of the notification or the legitimacy of the evidence provided, or if it is required to do so by the weighing of interests. In this context, YR may, for example, require a court ruling from a competent court in the Netherlands, which ruling will demonstrate that the Data or activity in question is unequivocally unlawful.

#### **Article 17. Final Provisions**

- 17.1. Information and communications on the YR website and within the YR Software are at all times subject to programming and typing errors. In the event of any inconsistency between the Agreement and any other source of information, the Agreement will prevail.
- 17.2. Where these General Terms and Conditions refer to 'in writing', this will also include an e-mail.
- 17.3. YR is entitled to transfer its rights and obligations under the Agreement to a third party. If the Client wishes to transfer its rights and obligations under the Agreement to a third party, this will require the written consent of YR.
- 17.4. The Agreement and the General Terms and Conditions are governed by Dutch law. The applicability of the Vienna Convention on Contracts for the International Sale of Goods is excluded.
- 17.5. All disputes that may arise between YR and the Client as a result of, or in connection with, these General Terms and Conditions and/or the Agreement will be submitted to the competent court in the district of Amsterdam.

#### **Annexes:**

Annex 1: Service Level Agreement

Annex 2: Processor Agreement



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