

Software-as-a-service reseller agreement

'Naam Pakket'

Leverancier X has developed the software-as-a-service (SaaS) product Naam Pakket. Leverancier X offers authorized third parties ("Resellers") the possibility to market and sell the use of Naam Pakket under the terms and conditions provided herein. Any Reseller shall at all times comply with the provisions contained herein.

Article 1. Affiliation as Reseller

1.1. In order to qualify as reseller of the Naam Pakket service, the Reseller is required to register online. An account for the Reseller will be opened immediately hereafter that can be used to manage the service and facilitate the resale in a technical sense.

1.2. The Reseller is obliged to use the account and the related sub-accounts in a careful manner and to keep the related authentication tools in particular strictly secret.

Leverancier X has the right to assume that all acts performed following authentication of this account have been performed under the supervision and with the approval of the Reseller. The Reseller is obliged to notify Leverancier X immediately if it suspects abuse.

1.3. The Reseller will make every effort to promote, demonstrate and sell Naam Pakket to end users. The appointment as reseller of Naam Pakket is not exclusive and applies worldwide. Leverancier X has the right to appoint more Naam Pakket resellers. When performing its activities, the Reseller acts in its own name and for its own account and risk. Naam Pakket users connected by the Reseller are the property of the Reseller. The payment risk of these users lies with the Reseller.

1.4. The Reseller has the right to use the Naam Pakket and Leverancier X and related logos when promoting the Service provided this does not create confusion about its status as Reseller of Leverancier X. Leverancier X has the right to issue reasonable instructions concerning conduct, which instructions will be complied with strictly by the Reseller. The Reseller is allowed. More in particular, the Reseller is allowed to include these indications in domain names and/or social media accounts (such as Twitter and Facebook) that are used for promotional or resale purposes.

Article 2. Taking the service into use

2.1. The interface of Naam Pakket can be modified to a limited extent, inter alia by adding a logo and selecting a colour scheme. The Reseller can implement this itself via the account. No further costs are owed in this connection.

2.2. The Reseller implements modifications to Naam Pakket for its own account and risk. After Leverancier X has implemented the modifications, it will deliver these for inspection by the Reseller within the limits of what can be technically modified. The Reseller is obliged to indicate within 14 days whether it approves or rejects these, failing which the modifications will be deemed to have been approved. Following rejection, Leverancier X will endeavour to remove the reason(s) for rejection following which the modifications become final.

2.3. The Reseller is responsible for creating accounts for its end users of Naam Pakket.

regulations.

6.2. The above applies to both the Reseller and to its end users.

6.3. If a violation by an end user of the Reseller is identified, Leverancier X will notify the Reseller thereof. The Reseller will be obliged to take action as soon as possible. Leverancier X will not take independent action against these end users unless it is required by law to do so.

6.4. If Leverancier X considers that nuisance, damage or other danger is caused to the operation of the computer systems or the network of Leverancier X or third parties and/or of services provided via the internet, in particular by excessive sending of e-mail or other data or virus activity, Trojans and similar software, Leverancier X will have the right to implement all measures it considers necessary within reason to avert this danger or to prevent it from materialising.

6.5. Leverancier X has the right at all times to report the criminal offenses that have been identified to the police. Leverancier X furthermore has the right to surrender on the basis of a valid order, the name, address, IP address and other identifying data of end users to the police or other competent parties.

6.6. Leverancier X has the right to recover the damage resulting from a violation of these rules of conduct from the Reseller's end users. The Reseller indemnifies Leverancier X against all third-party claims in connection with damage resulting from a violation of these instructions for use by the Reseller or one of its end users.

Article 7. Payment conditions

7.1. For the right to operate as reseller and allow end users to use Naam Pakket, the Reseller owes Leverancier X an in advance fixed amount per . Reference is made to the Leverancier X price list for price information. Credits have unlimited validity. Credits still available upon termination will be refunded.

7.2. Leverancier X will always issue invoices for fees that are owed. The Leverancier X is allowed to send electronic invoices in this connection.

7.3. If an amount due is not paid within the payment term, statutory interest will be due in respect of the outstanding invoice without requiring further notice of default. In the event payment is not made on time, the Reseller is obliged to fully compensate both the judicial and extrajudicial collection costs, including lawyer's and bailiff's fees and the costs of collection agencies, in addition to the amount that is owed and the interest due in respect thereof.

7.4. A claim for payment becomes immediately due and payable in the event the Reseller is declared bankrupt, applies for a suspension of payment, all of its assets are attached, it is liquidated or dissolved.

7.5. If the Reseller does not pay the amounts on time, Leverancier X will have the right, after it has issued a warning, to block the use of Naam Pakket in full (for the Reseller and the end users) until the amounts have been paid.

Article 8. Confidentiality

8.1. The parties will treat as confidential the information they provide to each other before, during or after the performance of the agreement if this information has been marked as confidential or if the receiving party knows or should reasonably assume that this information was intended to be confidential. The parties also impose this obligation on their employees and on the third parties engaged by them for the performance of the agreement. These provisions continue to apply after the

11.2. Leverancier X will announce changes and additions at least thirty days before they enter into effect via the service so that the Reseller can take note thereof.

11.3. If the Reseller does not wish to accept a change or addition, it will have the right to terminate the agreement until the date such a change or addition enters into effect. Continued use after the effective date applies as acceptance of the changed or supplemented terms and conditions.

Article 12. Other provisions

12.1. This agreement is governed by Dutch law.

12.2. To the extent not otherwise provided for in mandatory law, all disputes related to Naam Pakket or this agreement will be submitted to the competent Dutch court in the jurisdiction where Leverancier X has its registered office.

12.3. If a provision of these conditions for use prescribes that a notification must be performed 'in writing', it will also be satisfied if the notification is made by e-mail or communicated via Naam Pakket, provided it is sufficiently established that the message actually comes from the alleged sender and that the integrity of the message has not been prejudiced.

12.4. The version of the communication or information stored by Leverancier X is assumed to be correct, unless the other party provides evidence to the contrary in that connection.

12.5. If a provision of this agreement proves to be void, such will not prejudice the validity of the conditions of use as a whole. In such cases, the parties will adopt (a) new provision(s) to replace the provision(s) that are (is) void, which implements the intention of the original provision as much as possible by law.

12.6. Leverancier X has the right to transfer its rights and obligations under the agreement to a third party that takes over Naam Pakket or the relevant business activity from it.