

The terms below govern the licensing and use of the Exact Online Services provided by Exact Software North America, LLC (or such other Exact entity or affiliate (an "Affiliate") that delivers the Exact Online Services ("**Exact**") to your company ("**Customer**"). These Terms are incorporated by reference into the applicable Order Document and constitute collectively the Exact Online Services Agreement ("**Agreement**").

Article 1. Definitions

- 1.1 'Accountant': an organization whose primary activities consist of providing administrative services for third parties on a commercial basis and which has indicated during the Registration that it complies with these requirements;
 - 1.2 'Company': the financial accounts of Customer's company in the Web Application. A Customer can have multiple company accounts in the Web Application, which will be indicated with Company (singular) and Companies (plural);
 - 1.3 'Customer': a natural person or legal entity that has completed Registration, as well as a natural person or legal entity that has entered into an Exact Online Agreement with Exact;
 - 1.4 'Exact Online Portal': Exact's website, accessible through the unique URL which Exact, or the Exact Online Partner, provides User, to which Users will have access by means of Log-in Data;
 - 1.5 'Documentation': the written and/or electronic documentation pertaining to the Web Application;
 - 1.6 'Exact Online Service(s)': all the services to be provided by Exact, as further described in the Exact Online Agreement;
 - 1.7 'Exact Online Agreement': the agreement consisting of an order form and the Exact Online Terms and Conditions, between Exact and the Customer in relation to the Exact Online Services;
 - 1.8 'Exact Online Terms and Conditions': these Exact Online Terms and Conditions;
 - 1.9 'Exact Online Partner': a third party designated by Exact who is authorized to sell Exact Online Services on the basis of terms and conditions determined by Exact;
 - 1.10 'User': Customer and/or an Employee of Customer;
 - 1.11 'Exact': Exact Software North America, LLC or one of its affiliates acting as counterparty in the Exact Online Agreement with the Customer;
 - 1.12 'Log-in Procedure': the procedure prescribed by Exact that the Customer must follow via the Exact Online Portal in order to gain access to the Web Application;
 - 1.13 'Log-in Data': code or codes exclusively intended for the User through which access may be obtained to the Web Application or the Exact Online Portal;
 - 1.14 'Employee': an employee of the Customer or Exact;
 - 1.15 'Defect': all failures in the Web Application which interfere with the operation thereof, as described in the accompanying Documentation. The lack of certain functionality in a new version of the Web Application that was present in an earlier version is not considered to be a Defect;
 - 1.16 'Registration': the process of completing a form via the Exact Online Portal which records data of a future Customer;
 - 1.17 'System Requirements': the minimum requirements set for the Customer's hardware and software for the proper use the Exact Online Services;
 - 1.18 'Confidential Information': confidential information concerning the Customer or Exact, including (a) information which is designated in writing as 'confidential', (b) information that is not generally known, (c) information which is not made generally accessible by the party to which the information relates and/or from whom the information originates, and (d) information which must be presumed to be confidential;
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1.19 'Web Application': the software described in the Exact Online Agreement, to which Exact grants the Customer access by means of the Exact Online Services for use in accordance with the provisions of the Exact Online Agreement;

1.20 'Website': Exact's website for Exact Online;

1.21 'Work Days': Monday to Friday, except for public holidays in the United States or Canada.

Article 2. Offer and agreement

2.1 These Exact Online Terms and Conditions apply to the Exact Online Agreement, including additional orders of Users, and/or modules, as well as to all negotiations, offers and other agreements with Exact relating to Exact Online Services, unless the parties have expressly agreed otherwise in writing.

2.2 Exact may, in its sole discretion, revise the Exact Online Terms and Conditions. Where possible Exact will inform the Customer about such changes via the Exact Online Portal two (2) months prior to the effective date of the changes. In the event that Customer does not agree to the proposed changes, the Customer may, notwithstanding anything to the contrary stated in article 5.2, terminate the Exact Online Agreement effective as of the date on which the changes take effect. If the Customer does not explicitly object to the proposed changes in writing or via the Web Application within fifteen (15) days after posting of the notification by Exact and before the intended changes take effect, the Customer is deemed to have agreed to the changes.

2.3 All offers or quotations regarding the Exact Online Services are free of obligations and revocable.

2.4 The Customer can place an order for Exact Online Services in the manner indicated by Exact. The Exact Online Agreement comes into effect on the date Exact sends the Customer a confirmation of the order.

2.5 Each order shall be subject to acceptance by Exact, and Exact may accept or reject any orders in its sole discretion.

Article 3. Right of use

3.1 Exact hereby grants the Customer the non-exclusive, non-transferable right to use the Web Application during the term of the Exact Online Agreement solely for the Customer's internal operations, for the number of Users included in the Exact Online Agreement and for the number of companies and modules included in the Exact Online Agreement, as well as for any additional orders placed during the Exact Online Agreement. The right of use also includes the right to use the Documentation accompanying the Web Application.

3.2 The right of use commences at the time the Exact Online Agreement comes into effect.

3.3 The Customer shall solely use the Web Application and the Exact Online Portal in accordance with the provisions of these Exact Online Terms and Conditions.

3.4 Exact is entitled to make improvements to the Web Application as it sees fit, in its sole discretion. Exact will inform the Customer of the processing of updates and/or upgrades in a timely manner, insofar as these are, in the opinion of Exact, relevant for the use of the Web Application.

Article 4. Scope of license; right of use

4.1 The Customer may not allow the Web Application or the Exact Online Portal to be used for the benefit of any other person or legal entity besides the Customer and its Employees. Customer may not relicense the Web Application or use the Web Application for third-party training, commercial timesharing, rental or service bureau use.

4.2 The Customer shall expressly not be permitted to use the Web Application for or having it used by more Users than the number stated on the Exact Online Portal.

4.3 The Customer is prohibited from transferring rights or obligations arising from the Exact Online Agreement or the Exact Online Terms and Conditions to third parties.

Article 5. Term and termination of the Agreement

5.1 The Exact Online Agreement commences when the conditions in Section 2,4 of these Exact Online Terms and Conditions are fulfilled and is entered into for a period of one (1) month, unless the parties have expressly agreed otherwise in the applicable Order Document.

5.2 Unless written notice is received by either party at least thirty (30) days prior to the end of the initial term or any renewal term, the term of the Exact Online Agreement shall automatically renew on the same terms and conditions (subject to any increase in fees Exact may impose consistent with the terms of this Exact Online Agreement) for subsequent one (1) month terms.

5.3 If the Exact Online Agreement is terminated, the Customer may download all Customer data up to the last day of the Exact Online Agreement.

5.4 Exact may terminate the Exact Online Agreement immediately in the event Customer a) breaches article 3, 11 or 19, b) files or has filed against it a petition in bankruptcy not dismissed within 30 days, has a receiver appointed to handle its assets or affairs, admits that it is insolvent or is otherwise unable to pay its debts as they mature, or ceases to do business in the ordinary course; or c) in the event Customer purports to transfer or assign this Agreement or any of its rights hereunder without Exact's express prior written permission.

5.5 The Exact Online Agreement may be terminated by either party, following written notice, in the event such other party neglects or fails to perform or observe any material obligation and fails to remedy such neglect or failure for a period of thirty (30) days after provision of such notice.

5.6 Without prejudice to any other rights or remedies available to it, Exact may suspend without liability the performance of any of its obligations under the Exact Online Agreement in the event that Customer has committed any breach of its obligations under the Exact Online Agreement. Further, Exact may terminate the Exact Online Agreement without liability at any time by providing electronic notice to the Customer via the Exact Online Portal should the Customer commit any breach of the Exact Online Agreement.

5.7 Exact is in no event obliged to pay any damages as a result of a termination as described in articles 5.2, 5.4, 5.5 and 5.6.

5.8 Upon termination of the Exact Online Agreement, the Customer will immediately and permanently cease use of the Web Application. After termination of the Exact Online Agreement, the Customer will likewise no longer have access to the Web Application and its data. Notwithstanding anything to the contrary in these terms and conditions or the Exact Online Agreement, termination of the Exact Online Agreement shall neither relieve Customer of any accrued obligations to pay money to Exact, nor entitle Customer to any refund of fees or other amounts paid hereunder.

5.9 The term of the Exact Online Agreement will not change as a result of the Customer adding additional orders under the same Exact Online Agreement.

5.10 Termination of part of the Exact Online Agreement is only possible (1) insofar it relates to termination of one or more Users and/or modules (hereafter: 'Partial Cancellation') and (2) the Customer expressly states which specific Users and/or modules must be terminated.

5.11 Partial Cancellation in accordance with article 5.10 will not be valid if the Customer has not stated which specific Users and/or modules must be terminated. As long as the Customer does not explicitly state in a timely manner which Users and/or

modules must be terminated, the Customer continues to owe a monthly fee for these Users and/or modules.

Article 6. Price and payment

6.1 In addition to the charges due under this Agreement, Customer agrees to pay amounts equal to any taxes or fees resulting from this Agreement, or any activities hereunder, exclusive of taxes based upon Exact's net income, including but not limited to, any sales, use or ad valorem taxes.

6.2 Exact may adjust the fee referred to in article 7 on a monthly basis. The price changes will be communicated to Customer in advance via the Exact Online Portal or some other means. Following such an adjustment, the Customer is entitled to terminate the Exact Online Agreement through the Web Application as per the next possible date as determined in article 5.5 of these Exact Online Terms and Conditions.

6.3 If the Customer does not terminate the Exact Online Agreement within one month after notice of the price increase, the Customer is deemed to have accepted the price increase.

6.4 Unless otherwise agreed upon by Customer and Exact in the Order Document, by execution of this Agreement, Customer hereby authorizes Exact to automatically deduct payment(s) via direct debit from the Customer credit card or bank account designated herein in accordance with the schedule set forth herein. All monthly fees shall be due and payable by the Customer monthly in advance. All fees, charges and sales are final. Once charged to Customer's credit card or deducted from Customer's account, the payments are nonrefundable. In the event Exact does not receive payment from the designated credit card issuer or agent or designated account, Customer agrees to pay all amounts due upon demand. Customer's card issuer agreement governs use of the designated card in connection with this Exact Online Agreement, and Customer must refer to that agreement and not this Exact Online Agreement to determine Customer's rights and liabilities as a card holder.

6.5 Direct debiting takes place monthly unless expressly agreed otherwise.

6.6 If Customer fails to pay fees when they become due, the Customer revokes the direct debit authorization without cause or if the direct debit cannot be executed for reasons not attributable to Exact, Exact reserves the right to limit the Web Application functionality. If Customer is delinquent in payment of any fees that become due, Exact will notify the Customer and will request the Customer transfer the fee owed. If payment does not follow, Exact shall be entitled to block access to the Web Application.

6.7 At the Customer's request, access to the Web Application that was blocked in accordance with article 6.6 may be reactivated within three (3) months if the outstanding amounts, plus an additional reinstatement fee, are paid.

6.8 If the Customer fails to meet its payment obligations under this article 6, or fails to do so on time, the Customer is in default without any further notice of default being required. Once Customer is in default Exact may impose, and if imposed Customer shall pay, a late payment charge on the unpaid balance of overdue invoices hereunder equal to the lesser of (a) one and one-half percent (1.5%) per month (eighteen percent (18%) per annum) or (b) the maximum rate allowed by law. Such charge shall accrue from the payment due date until the date such payment is made in full.

6.9 All legal and other costs, including attorney's fees, incurred by Exact as a result of the Customer not meeting its payment obligations, will be at the Customer's expense.

6.10 Notwithstanding the provisions of articles 6 and 7, in the event of the occurrence of any situations referred to in article 5.4 or if the Customer still fails to pay after Exact has followed the procedure described in article 6.6, Exact shall be entitled to require immediate advance payment from the Customer for the period until the

expiration of the intended term of the Exact Online Agreement. This total fee will be immediately due and payable.

Article 7. Fees

7.1 The Customer owes Exact a fee pursuant to the Exact Online Agreement. This fee is further stated in the Exact Online Agreement. The fee must be paid to Exact monthly or as described in articles 2.4, and 2.5, unless the Parties have agreed otherwise. Any fees due and payable hereunder shall be separate from any applicable consulting service fees which shall be invoiced separately.

7.2 The fee is payable irrespective whether the Customer uses the Exact Online Services.

Article 8. Exact's obligations

8.1 Exact shall create a back-up regularly of the data that the Customer has entered via the Web Application. The back-up is solely created by Exact for internal security reasons of Exact (e.g., disaster recovery). This backup shall not be distributed to Customer. Customer's compliance with government laws and regulations associated with the creation, retention or disposition of computer generated data is the responsibility of Customer. Exact is not responsible for the archiving or backup of Customer's data files that are in use or open during the creation of an archive data set.

8.2 Exact shall use commercially reasonable efforts to protect the data that the Customer enters via the Web Application against loss, theft, unauthorized access and alteration by non-Users. Notwithstanding anything stated herein, Exact cannot, and will not, guarantee that the Web Application will provide internet access that is sufficient to meet Customer's needs.

8.3 Except to the extent specifically provided in this Agreement, and subject to the provisions in article 12.6, Exact shall not examine the data the Customer has placed with Exact through the Web Application and will not make data available to third parties, unless Exact must do so pursuant to statute, a regulation, a judicial order or an order by a government agency.

Article 9. The Customer's obligations and cooperation

9.1 The Customer must provide Exact with a bank or credit card account with a verifiable financial institution.

9.2 The Customer must immediately inform Exact in writing or via the Web Application of any change to its address and/or payment details.

9.3 The Customer must comply with the rules concerning use stated in Article 11. Actual, suspected or alleged violations of the rules of use may result in a demand for immediate removal of offending data, immediate temporary, or permanent, filtering, blocked access, suspension or termination of the Web Application, or other action appropriate to the violation, as determined by Exact in its sole discretion. When feasible, it is Exact's preference to give notice so that violations may be addressed voluntarily; however, Exact reserves the right to act without notice when necessary, as determined by Exact, in its sole discretion. Exact may involve, and will cooperate with, law enforcement if criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations of the rules of use.

9.4 If the Customer does not fulfill its obligations under these Exact Online Terms and Conditions, Exact may limit, without prior notice, the Customer's use of the Web Application in accordance with article 6.6.

9.5 The Customer is responsible for the operation of its hardware and software, configurations, peripheral equipment, and Internet connection necessary to use the Exact Online Services. Customer agrees that its use of the internet is solely at its own risk and is subject to all applicable local, state, national and international laws and

regulations, including, but not limited to data protection and export restrictions ("Applicable Laws"). Customer represents and warrants that it will comply with all Applicable Laws in its use of the Exact Online Services by the Internet, and Customer shall fully indemnify and hold Exact harmless for Customer's failure to so comply.

9.6 The Customer guarantees that the equipment and software it uses for the Exact Online Services satisfies the System Requirements. The Customer is responsible for taking the necessary measures to protect its equipment, software and telecommunication and Internet connections against viruses, cybercrime and unlawful use by third parties.

9.7 The Customer shall provide Exact with all information and cooperation, including correct and current name and address details, which Exact needs to maintain the Exact Online Services.

9.8 Customer agrees to adhere to Exact's or its service providers' security precautions in connection with the use of the Web Application, including but not limited to the Rules of Use set forth herein. Customer shall be responsible for unauthorized use of the Web Application by any person, unless such unauthorized use results from Exact's failure to perform its obligations hereunder. Customer agrees to fully indemnify and hold Exact harmless against any claims, losses, and expenses (including but not limited to reasonable attorneys' fees) for any failure to comply with this Section 9.

Article 10. Data

10.1 The data that the Customer has entered via the Web Application may be stored in a database managed by a third party engaged by Exact.

10.2 The Customer remains at all times the owner of the data it has entered. Exact may use certain intellectual property that was licensed, procured or developed by Exact prior to the Effective Date or independently from its provision of access to the Web Application, including the software or any product provided by Exact pursuant to any other agreement (the "Exact Intellectual Property"). Customer acknowledges and agrees that Exact owns all right, title and interest in all Exact Intellectual Property and any modification or enhancement thereto. Subject to the terms and conditions of this Exact Online Agreement, the parties agree that Exact may use general ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques which were developed or created in the course of the provision of access to the Web Services and which may be retained in the memory of Exact's personnel, provided that in doing so Exact does not breach its obligations set forth in this Exact Online Agreement or infringe any intellectual property right of Customer or any third party.

10.3 In relation to any data which the Customer has entered through the Web Application, the Customer shall: (a) comply with all of its obligations as the owner/proprietor/processor of that data under any applicable data protection and privacy legislation, including, but not limited to, ensuring that all necessary information is provided to all data subjects whose data formed part of the data entered regarding the proposed use and disclosure of their data as a result of the Customer's use of the Exact Online Service and obtaining consent from those data subjects to such use and disclosure where required by law; and (b) deal with any and all requests from data subjects and/or any other regulatory authority relating to the Customer's data.

10.4 The Exact Online Service does not include the provision of any back-up, disaster recovery or business continuity services and to the extent that any data is stored or hosted by or on the behalf of Exact in connection with any Exact Online Service then the Customer shall back-up such data itself at frequencies which are appropriate to enable it to recover such data with minimal impact on its business. Such back-ups need to be saved outside the environment of the Web Application. In no event shall Exact be liable for the costs of reproducing corrupt or lost data or for any (consequential) damage or lost profits of the Customer.

10.5 For up to three (3) months after the termination of the Exact Online Agreement, the Customer may request Exact to reactivate the Exact Online Agreement effective when the first payment of any applicable reactivation fee is received by Exact. After the reactivation the Customer may again have access to their data, as it was recorded in the back-up/snapshot copy last created by Exact pursuant to Section 8.1 prior to Customer's termination.

10.6 Exact has no obligation to honor the request referred to in article 10.5 if Exact has not received proper payments from the Customer in accordance with article 6.4.

10.7 The Customer must ensure that the applicable statutory retention periods are complied with properly. This obligation for the Customer relates to all the relevant data entered through the Web Application. Exact is not subject to any statutory retention period regarding any data entered by the Customer.

Article 11. Rules for use ('fair use policy')

11.1 The Customer shall not: (a) use or attempt to use the Exact Online Service for an illegal or unlawful purpose and/or of the purposes of publishing or otherwise distributing materials which are offensive, defamatory, or in breach of the intellectual property rights belonging to any third party; (b) use or attempt to use the Exact Online Service in any way which disrupts, restricts or interferes with the provision of the Exact Online Service by Exact and/or its availability to and use by other users authorized by Exact; (c) access or attempt to access any part of the Exact Online Service which the Customer is not authorized to access and/or to access any data which is held on or accessible via the Exact Online service other than any data which has been entered by the customer together with any data which is made publicly available by Exact to all users on or via the Exact Online Service; and/or (d) reverse engineer, decompile, copy, distribute, disseminate, sublicense, modify, translate, scan, adapt or in any other way modify and/or reproduce any software or other code or script which forms part of or is accessible via the Exact Online Service. The Customer will not in any manner whatsoever cause inconvenience or damage to Exact or its customers in using the Exact Online Services; whether this has occurred is subject to Exact's sole opinion. The Customer may not perform actions that can be assumed to cause possible damage to the systems of Exact or those of its customers.

11.2 The Customer shall access and use the Exact Online Service in accordance with all applicable laws, statutes and regulations and may not use the Exact Online Services in violation of statutory provisions or the Exact Online Terms and Conditions.

11.3 The Customer is solely responsible for the content and accuracy of the data it has placed with Exact via the Web Application.

11.4 The Customer will not cause, by its actions or omissions, any direct or indirect disruption of the functioning of Exact's infrastructure, or a part thereof, the infrastructure of third parties and/or links between these infrastructures by the content or size of its data traffic.

11.5 If Exact, in its sole discretion, feels that there is a danger to the undisturbed functioning of Exact's infrastructure and/or of service provision to Exact's Customers, such as but not limited to viral infections, denial of service attacks, port scans, hacking, spam from or because of the Customer, or otherwise, Exact may give instructions that must be followed immediately by the Customer, as well as suspend service provision entirely or partially as long as the particular danger exists.

11.6 The Customer is in default, without further notice of default being required, if the instructions referred to in the previous paragraph are not followed by the Customer immediately.

11.7 Exact provides the Exact Online Services on the basis of a fair use policy. That is to say, it does not in principle impose any restrictions on the nature and size of the Customer's use of the Exact Online Services other than referred to in paragraph 4 of this article. The Customer hereby undertakes to use the Exact Online services in such a

manner that the amount of information stored by it and the volume of data transport realized by it does not significantly differ from the average use of the Exact Online Services by other customers of Exact. This is on the understanding that Exact reserves the right to take measures in the event of excessive use, which is use that significantly exceeds an average Customer's use. The Customer must immediately take measures to end the aforementioned excessive load after the first notification from Exact. Exact has the right to suspend the Exact Online Services in the event of persistent excessive load. Exact will charge to the Customer the costs associated with this excessive load at the prices and rates effective at that time. Excessive load is understood to include excessively high use of processing, memory, network, disk and storage capacity, as well as excessive use of support and management services.

11.8 The Customer shall refrain from using the Exact Online Services for action(s) and/or behavior that is in violation of the law (including the criminal code), netiquette (Internet rules of conduct), the Exact Online Agreement or the Exact Online Terms and Conditions or use the services in any other way that exposes Exact to negative publicity.

11.9 Without prejudice to the foregoing, the Customer shall refrain from using the Exact Online Services for disseminating spam or facilitating spam (which includes having open SMTP relays and/or proxies, having open proxies, hosting or enabling the hosting of websites advertised by means of unsolicited messages and providing DNS services for such websites).

11.10 The Customer bears the burden of proof for demonstrating that permission was granted in advance by the addressee in the event of large quantities of communication sent by or on the Customer's behalf. If the advance permission was granted by the addressee by e-mail, via a website or by means of another electronic medium without guarantees of the sender's identity, this permission is only deemed to be proven if the addressee has confirmed his permission to the Customer.

11.11 If this article is violated, the Customer is liable for the damage caused by the dissemination of spam. Damage is understood to include, but not be limited to, the compensation for time spent by Exact on removing the IP addresses of Exact and other Customers of Exact that, as a result of the spam, have been included on spam filters' blacklists, as well as the costs arising from dealing with the complaints about the spam disseminated by the Customer.

11.12 The Customer shall refrain from selling and/or leasing the Exact Online Services to other parties without the advance written consent of Exact.

11.13 For every violation of the provisions of this article, Exact has the authority to terminate the Exact Online Agreement or entirely or partly stop or suspend its service provision and/or permanently or temporarily remove the Customer's data from equipment and/or (in the event of housing) the Customer's servers, without prejudice to the Customer's obligation to pay the remaining fees pursuant to the Exact Online Agreement and without being required to pay the Customer any damages or other compensation.

11.14 If the Customer finds at any time that it is able to enter Exact's network layers, it must report this to Exact immediately.

Article 12. Support

12.1 The Customer is entitled to support during the Exact Online Agreement.

12.2 Support includes the right to consult Documentation. In addition, questions may be submitted 24 hours a day via the Exact Online Portal. Subject to article 12.5, the Customer is also entitled to telephone support during business hours (on Work Days from 9 a.m. to 5.30 p.m. The support concerns the functionality of the Exact Online Services with proper use by the User.

12.3 Support does not include:

a) services in respect of system configurations, hardware and networks;

- b) structural work such as defining layouts, overviews, annual reports, lay-out of accountant's charts, bookkeeping issues, import definitions and connections to third-party software;
- c) on-site support;
- d) extensions to the Web Application's functionality at the Customer's request;
- e) file conversion and/or returning/importing back up files;
- f) services with respect to external databases produced by parties other than Exact;
- g) configuration, training or other services not expressly described in the Exact Online Agreement;
- h) support for operating and other software produced by parties other than Exact, which is understood to include the third-party software that can be started from the Web Application;
- i) file repairs the cause of which cannot be attributed to the Web Application;
- j) the provision of newly available products;
- k) support for the Internet connection;
- l) support in an environment that is not supported according to the System Requirements.

12.4 Only a User can request support.

12.5 Before contacting Exact by telephone for support, the User must first consult the applicable Documentation and/or submit questions via the Exact Online Portal.

12.6 In providing support, Exact is entitled to inspect the Customer's data, as referred to in article 10.

12.7 If, at the Customer's request, Exact performs work in respect to matters mentioned under 12.3 (a) through (l), Exact will invoice the Customer for this work separately, in addition to the fee referred to in article 7, in accordance with the prices in effect at Exact at that time and the costs incurred. These costs shall be paid by means of the direct debit referred to in article 6.4 of the Exact Online Terms and Conditions.

Article 13. Consulting Services

13.1 In the event that Customer wishes to purchase consulting services in relation to the Exact Online Agreement (e.g., for assistance during implementation), the Customer shall order the consulting services through the Web Application. In consultation with the Customer Exact shall plan the delivery of the consulting services and confirm the order, taking into account the desired planning as far as reasonably possible. Exact cannot guarantee to deliver in accordance with planning desired by the Customer.

13.2 The Customer may cancel the requested consulting services up to 3 (three) Working days before the (start) date, or ask Exact for a new (start) date. In the event that the Customer does not take the stated period of 3 (three) Working days into account for this purpose, Exact shall be entitled to invoice the Customer for the consulting services that were rejected by the Customer on the original delivery date.

13.3 Exact shall make every effort to carry out the consulting services within the periods agreed. All (delivery) periods stated by Exact have been determined to the best of its knowledge on the basis of the information that was known when the consulting services were confirmed. Exact shall not be in breach if a stated (delivery) period is exceeded.

13.4 Exact shall invoice the Customer for the consulting services after delivery of the consulting services, which invoice needs to be paid in accordance with article 6.4.

13.5 When Exact deems fit, it is always entitled to replace the person that is effectively carrying out the consulting services, also by subcontractors.

13.6 The consulting services are carried out on Working Days during normal office hours, with a lunch time of thirty (30) minutes during the agreed upon term of the performance of the services.

13.7 The Customer shall be responsible for its computer system's compliance with the System Requirements. Should this not be the case when the consulting services

commence, Exact shall be entitled to invoice the consulting days that it could not reasonably fulfill, due to the fact that the Customer's computer system does not meet the System Requirements, or (at Exact's discretion), pass on the expenses that Exact incurred in order to get the computer system working in accordance with the System Requirements.

13.8 The Customer shall indemnify Exact against claims of third parties, including Employees, who suffer loss as a result of carrying out the consulting services as a consequence of the Customer's actions or failure to do something or of unsafe situations in its organization.

Article 14.Availability

14.1 Exact endeavors to ensure optimal availability and access to the Web Application.

14.2 Exact is entitled to remove or temporarily disable access to the Web Application and the Exact Online Portal or limit the use of it, without prior notice insofar as this is necessary for preventative or regular maintenance or adjustments or improvements to be made to one or more Exact Online Services, without the Customer thereby being entitled to seek compensation from Exact. Exact will endeavor to limit this to a minimum and, to the extent commercially practicable, inform the Customer in a timely manner.

14.3 The Customer accepts responsibility for the selection of the Exact Online Service to achieve its intended results and acknowledges that the Exact Online Service has not been developed to meet the individual requirements of the Customer.

14.4 This Exact Online Agreement sets out the full extent of Exact's obligations and liabilities in respect of the design, development, testing, the use, the delivery and provision of the Exact Online Service. All conditions, warranties or other terms concerning the same which might otherwise be implied into the Exact online Agreement or any collateral contract (whether by statute or otherwise) are hereby expressly excluded to the fullest extent permitted by law.

Article 15. Log-in Procedure

15.1 The Customer must follow the Log-in Procedure.

15.2 Exact is entitled to adjust the Log-in Procedure as it sees fit. Exact will inform the Customer of this in a timely manner.

15.3 The Customer is responsible for the Log-in Data and must treat this data with due care. The Log-in Data may not be transferred and may not be used outside the Customer's organization. The Customer and the Users must observe absolute secrecy concerning the Log-in Data. The Customer is liable for all use of its Log-in Data. All actions by the Users in this context are at the Customer's expense and risk.

Article 16. Exact Online Portal

16.1 Exact provides the Customer access to the Exact Online Portal by providing Log-in Data to be entered in the Exact Online Portal.

16.2 From the Exact Online Portal, the User can, among other things, obtain information and support. The Exact Online Portal provides Users exclusive access to information related to them, such as address details, contracts and past communications. The Exact Online Portal also contains general information for support in using Exact's products. In addition, the Exact Online Portal offers the possibility of directly contacting Exact Employees through electronic requests.

16.3 Exact is at all times entitled to limit or block the Customer's access to the Exact Online Portal for an indefinite period, without giving reasons, if Exact suspects misuse or other improper use.

16.4 The Customer guarantees that the Users will handle their access to the Exact Online Portal and the information thus obtained in a responsible manner, while the

Customer retains and/or accepts unconditionally the ultimate responsibility for any information the Users add to or change in the Exact Online Portal.

16.5 The information made available by or on Exact's behalf via the Exact Online Portal is, unless otherwise stated, given with reservations and the Customers or third parties cannot derive any rights from this information.

Article 17. Intellectual property rights

17.1 All copyrights, patent rights, trade name rights, trademark rights, other intellectual and industrial property rights, as well as all similar rights for the protection of information in respect of the Web Application, the Exact Online Portal and Documentation are the exclusive property of Exact or its licensor(s). None of the provisions in the Exact Online Agreement or the Exact Online Terms and Conditions can be interpreted in such a way that it results in the full or partial transfer of these rights to the Customer.

17.2 The Customer is prohibited from changing, removing or making unrecognizable any notice of Exact's intellectual property rights on or in the Web Application, the Exact Online Portal or Documentation. The Customer is prohibited from using or registering any of Exact's brands, designs, logos or domain names or names or signs corresponding to these.

17.3 Exact shall defend the Customer against any action brought against Customer, to the extent that it is based on a claim that the Web Application used within the scope of the Exact Online Agreement infringes a third party patent, copyright, or trade secret that is valid and enforceable in the United States or Canada, and shall hold Customer harmless from any liability for any costs or damages finally ordered by a court as the result of such a claim or resulting from the settlement thereof, provided the Customer immediately notifies Exact in writing of such legal claim when it is given notice of this (and all prior claims relating to such action) and cooperates fully with Exact in every reasonable way at Exact's expense to facilitate the defense and settlement of any such action. Exact shall have sole control of the defense and all negotiations for settlement or compromise of the claim.

17.4 If an injunction is imposed on the Customer, prohibiting the use of the Web Application because of an infringement as referred to in article 17.3 or, in Exact's opinion, there is a chance that the Web Application will become the subject of a successful claim based for infringement, Exact is entitled, at its sole discretion and expense, to (i) obtain the right for the Customer to continue to use the Web Application as per these Exact Online Terms and Conditions; (ii) replace the Web Application or adapt it in such a way that this no longer constitutes an infringement, provided the functionality thereof remains materially unchanged; or (iii) if options (i) and (ii) are not reasonably feasible, to terminate the Exact Online Agreement and/or these Exact Online Terms and Conditions, as well as the rights granted under the Exact Online Agreement and/or these Exact Online Terms and Conditions, in relation to the infringing Web Application.

17.5 Without prejudice to the provisions in article 17.3, Exact is not liable toward the Customer pursuant to this article insofar as a claim is based on (a) use of the Web Application or the Exact Online Portal in connection with data, equipment or software not provided by Exact, whereby the Web Application or the Exact Online Portal in and of itself would not constitute any infringement or otherwise be the subject of the claim; (b) incorrect use of the Web Application or the Exact Online Portal or use in a manner not described in the Documentation; (c) an amendment to the Web Application or the Exact Online Portal made by a natural person or legal entity other than Exact; or (d) Exact's compliance with strict instructions from the Customer. The Customer shall indemnify, defend and hold Exact harmless against claims as described in points (a) to (d) of this article 17.5.

17.6 The Customer acknowledges and accepts that the remedies set forth in this article 17 constitute the sole remedies of Customer and Exact's exclusive liability with respect to claims for infringement of proprietary rights of third parties.

17.7 Exact is entitled to make and maintain technical measures to protect the Web Application, the Exact Online Portal and the Documentation, including the intellectual property rights thereto, and with a view to the agreed restrictions in the use of the Web Application and the Exact Online Portal. The Customer is prohibited from circumventing or removing such technical measures.

17.8 Exact is entitled to conduct or have an audit and/or inspection carried out in order to investigate whether the Customer is complying with the provisions of the Exact Online Agreement and the Exact Online Terms and Conditions, provided such audit and/or inspection takes place during normal office hours and in such a way that the Customer's business operations are not unreasonably obstructed. Such an audit shall be carried out by an independent expert chosen and deployed by Exact. The Customer is required to give this expert the information, support and access to its buildings and systems that is reasonably necessary to enable the expert to carry out his or her audit/inspection properly. This independent expert will submit a summary outlining his or her findings in respect of the reports delivered by the Customer and the Customer's compliance with the Exact Online Agreement and the Exact Online Terms and Conditions, but will never provide Exact with any other information of which he or she becomes aware during the audit and/or inspection. The costs of this audit are at Exact's expense, unless the audit proves that the Customer is not complying with the conditions of the Exact Online Agreement or the Exact Online Terms and Conditions, in which case the costs will be at the Customer's expense.

Article 18. Liability

18.1 UNLESS FURTHER LIMITED ELSEWHERE IN THIS AGREEMENT, EXACT'S, ITS DIRECT AND INDIRECT SUPPLIERS' AGGREGATE LIABILITY FOR DAMAGES FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, NEGLIGENCE OR TORT, WILL NOT EXCEED THE TOTAL FEES AND CHARGES PAID BY CUSTOMER FOR THE EXACT ONLINE SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE CUSTOMER'S CAUSE OF ACTION ACCRUED. IN NO EVENT SHALL EXACT, ITS DIRECT OR INDIRECT SUPPLIERS OR ANY RESELLER BE LIABLE FOR (A) ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF EXACT, SUCH SUPPLIERS OR ANY RESELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR INFORMATION OF ANY KIND, INACCURATE DATA, IMPROPER OUTPUT, CHARGEBACKS, LOST PROFITS, LOST BUSINESS REVENUE OR FAILURE TO REALIZE EXPECTED SAVINGS AND REGARDLESS OF WHETHER ANY CLAIM FOR SUCH RECOVERY IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE OR TORT (INCLUDING STRICT LIABILITY), (B) TAX, BUSINESS, FINANCIAL, OR OPERATIONAL ADVICE OR (C) ANY CLAIM AGAINST CUSTOMER BY ANY OTHER PERSON (EXCEPT AS PROVIDED IN SECTION 17 ABOVE). CUSTOMER HEREBY WAIVES, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, ANY AND ALL CLAIMS FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES. Exact's direct and indirect suppliers are intended beneficiaries of this Section.

18.2 Exact is never liable for any damage of any nature whatsoever suffered by the Customer as a result of the Web Application or Exact Online Portal being temporarily unavailable, temporarily not properly available or temporarily not fully available.

18.3 Exact is never liable for any damage of any nature whatsoever suffered by the Customer in connection with the functioning or malfunctioning of software of the Customer or of third parties, of the equipment of the Customer, Exact or third parties, or of Internet connections of the Customer, Exact or third parties.

18.4 Exact accepts no liability for the inaccurate, incomplete or late sending or receipt of data placed with Exact via the Web Application.

18.5 The Customer acknowledges and accepts that the fee for the Exact Online Services is determined with due deference to the liability limitation referred to in this article, and that such limitations represent a mutually agreed upon allocation of the risk.

18.6 The Customer acknowledges and accepts that the Web Application or the Exact Online Portal can never be perfect or be 100% free of Defects and that not all Defects can or will be remedied.

18.7 Except as provided in article 17, the Customer shall indemnify Exact against third-party claims resulting from or relating to Customers use of the Exact Online Service, the Exact Online Agreement or the Exact Online Terms and Conditions.

18.8 No action, regardless of form, may be brought by Customer more than one year from the date the cause of action arose.

Article 19. Privacy

19.1 In the execution of an Agreement and in connection with the provision of the Exact Online Services Exact may use or process, and the Customer agrees to such use and processing, personal data of the Customer, which may be protected by local and/or international personal data protection legislation and in respect of which the Customer is the data controller and such use and processing shall be subject to and in accordance with this article 19. Exact is also entitled to use personal data of the Customer for marketing related purposes, as well as for external analysis purposes, which use shall be in accordance with and subject to article 26.

19.2 The Customer accepts that Exact shall be entitled to share and transfer personal data of the Customer with trustworthy business partners, sub-contractors and suppliers in order to deliver services to Exact or on behalf of Exact, which business partners, sub-contractors and suppliers are prohibited from using that personal data for any other purpose. Exact is also entitled to disclose personal data of the Customer to third parties in connection with the sale, assignment, or other transfer of business of Exact or any part thereof, or as part of a security audit. Exact will ensure that the third party will maintain the confidentiality of such personal data in accordance with the requirements of article 20 and that such third parties will comply with the necessary instructions and security measures of Exact.

19.3 Exact aims to keep personal data of the Customer as accurate as possible. In case the Customer wishes at any time to review, correct or update any of its personal data which is held by Exact, or object to receiving electronic communications, it can file a written (electronic) request for such purpose to Exact.

19.4 The Customer shall ensure that it has secured all necessary consents and authorisations which are required to enable it to process and store its personal data via the Web Application or Exact Online Portal and Exact shall have no responsibility or liability to the Customer to secure such consents or authorisations on its behalf. The Customer guarantees that it will process, store and use its personal data in accordance with all applicable laws, regulations and codes of practice. Exact will only process the personal data of the Customer in accordance with the Customer's reasonable instructions and to be able to comply with its obligations and exercise its rights under the Exact Online Agreement and the Exact Online Terms and Conditions.

19.5 The Customer shall indemnify, defend and hold Exact harmless against any and all claims, costs, losses, damages, expenses, actions, fines and/or penalties which Exact may suffer or incur or have imposed on it relating to any data which is processed by the Customer and/or Exact in the scope of the Exact Online Agreement (including as a result of any claim or allegation that such processing is an infringement of any local and/or international data protection legislation and/or other legislation related to the processing of personal data) Notwithstanding anything stated hereinabove, such indemnity shall not

apply to the extent that any matter complained of is reasonably attributable to any failure by Exact to comply with any of its obligations under the Exact Online Agreement.

19.6 Exact may outsource the performance of all or any part of its obligations under the Exact Online Agreement to third party service providers which may involve those service providers being provided with access to personal data of the Customer. In such circumstances Exact will remain responsible for the compliance by its service providers with the Exact Online Agreement. Exact will ensure that the third party will maintain confidentiality regarding the personal data and will comply with the necessary instructions and security measures as determined in the Exact Online Agreement and these Exact Online Terms and Conditions.

19.7 Customer personal data may be transferred outside of the United States where Exact may have a center for the purposes of providing the Exact Online Services.

Article 20. Confidentiality

20.1 Neither parties will disclose Confidential Information about the other party or use such information for anything other than the purpose for which the Confidential Information was obtained and/or as may be reasonably necessary to enable each party to comply with its obligations under the Exact Online Agreement and to exercise the rights granted to it pursuant to the Exact Online Agreement.

20.2 Both parties will take all reasonable precautions to comply with their confidentiality obligations. None of the provisions in this article imposes any restriction on the receiving party with respect to information or data - either the same or similar to the information or data contained in the Confidential Information - if that information or data:

- (a) was already the legal property of the receiving party before it was obtained from the party in question;
- (b) was developed independently by the receiving party without using information or data of the party in question;
- (c) is or will become generally known or accessible, other than by an act or omission on the part of the receiving party; or
- (d) is disclosed to the receiving party by a third party, without an obligation of confidentiality toward the party in question being infringed.

20.3 The confidentiality obligations pursuant to this article does not apply if the Confidential Information of the other party must be made public pursuant to the law, an ordinance, a court order or a decision by a government agency, on condition that the receiving party makes every effort to limit the scope of the publication and notifies the party concerned in advance of such intended publication.

20.4 The parties guarantee that their Employees as well as third parties engaged by the parties will comply with the confidentiality obligations described in this article.

Article 21. Delivery terms

21.1 Exact sets all delivery terms to the best of its knowledge and complies with these periods as much as possible. As soon as Exact becomes aware of any circumstance that may prevent timely delivery, it will consult with the Customer.

21.2 The Customer is never entitled to damages or compensation as a result of a late delivery.

21.3 Exact is always entitled to make partial deliveries.

Article 22. Exclusion/Disclaimer

22.1 EXCEPT AS EXPRESSLY STATED HEREINABOVE, THERE ARE NO WARRANTIES OR CONDITIONS (EXPRESS OR IMPLIED, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE) FOR THE EXACT ONLINE SERVICES OR OTHER SERVICES OR GOODS FURNISHED HEREUNDER OR IN CONNECTION HERewith. EXACT AND ITS

DIRECT AND INDIRECT SUPPLIERS DISCLAIM ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, MERCHANTABLE QUALITY OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE. EXACT DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE EXACT ONLINE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE EXACT ONLINE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. Further, Exact does not warrant that the Exact Online Services will appear precisely as described in the Documentation or that all errors will be corrected. The delivery of an Update or Correction does not extend any warranty. Exact is not responsible for problems caused by changes in the operating characteristics of computer hardware or computer operating systems which are made after the initial delivery of the Exact Online Services nor for problems in the interaction of the Exact Online Services with non-Exact-provided hardware or software. The Customer shall access the Exact Online Services over the Internet. Exact disclaims any and all representations, warranties, and liability of any kind or nature regarding Customer's use of any such the Exact Online Services via the Internet, including but not limited to accuracy, security of information, privacy, and/or availability. Exact shall not be responsible for any interception or interruption of any communications through the Internet, or for changes to or losses of data through the Internet unless such interception or interruption results from Exact's gross negligence or willful misconduct. Exact shall in no event be responsible for the consequences of changes or modifications to the Programs made by anyone other than Exact.

22.2 Some jurisdictions do not allow the exclusion of implied warranties as described in hereinabove; thus, the above exclusions may not apply to all customers. In that case (but not further or otherwise) only the minimum warranties as prescribed by the applicable law apply.

22.3 Exact develops 'international' software. This means that the software is suitable for use in many countries. Furthermore, for some countries, localised software is made. 'Localised Software' means that the international version of the software is adapted and/or localisations are integrated to support as much as reasonably possible (mandatory) legislations and the most common business rules in a country. Any Localised Software is made at Exact's sole discretion. Although it is Exact's intention that Localised Software supports as much as possible (mandatory) legal requirements and common business rules, it cannot guarantee this. Whether or not a special country specific functionality is supported and if so, in what way, may differ per country and is up to Exact's sole discretion.

22.4 The warranties contained in the Exact Online Agreement and the Exact Online Terms & Conditions give the Customer specific legal rights, and the Customer may also have other rights, which vary from state to state or jurisdiction to jurisdiction.

Article 23. Force Majeure

23.1 Neither party is obliged to comply with a contractual obligation, with the exception of a payment obligation, resulting from the Exact Online Agreement or the Exact Online Terms and Conditions if compliance is prevented by *force majeure*. *Force majeure* includes, but is not limited to: any act of God, act of any government or other authority or statutory undertaking, industrial dispute, fire, explosion, accident, power failure, flood, riot or war (declared or undeclared), unavailability of or disruptions in telecommunication and Internet connections, delays or inadequacies by Exact's suppliers in complying with obligations, transport problems and strikes.

23.2 If, at the time the *force majeure* occurs, Exact has already partially met its obligations, or if Exact can only partially meet its obligations as a result of the *force majeure*, Exact is entitled to invoice separately for the performance already delivered or the deliverable part of the performance and the other party or Customer is obliged to pay this invoice as if it concerns a separate agreement.

23.3 As soon as it is clear that the *force majeure* situation will last longer than 6 weeks, the other party shall be entitled to terminate the Exact Online Agreement, without being obligated to pay compensation.

Article 24. Accountants

24.1 Notwithstanding anything to the contrary contained in articles 3.1 and 4.1, Accountants may also use the Web Application for their clients' benefit. For this purpose the Accountant can order for its clients a "specific user" account, which specific user account will enable the clients of the Accountant to perform certain actions in connection to their own business at the Accountant themselves.

24.2 At Exact's request, the Accountant will demonstrate that it is complying with the requirements stated by Exact for Accountants. Exact will have complete discretion in determining whether the Accountant is complying with these requirements and whether the Accountant can take advantage of certain beneficial arrangements

24.3 The Accountant ensures that it has the permission of its clients to use their personal data in the Web Application (as determined by the relevant personal data protection legislation), before entering the Companies and using this data in the Web Application and (when relevant) is permitted to conclude an Exact Online Agreement with Exact on behalf of its customers.

24.4 The Accountant indemnifies Exact against any and all claims of third parties in connection with the Exact Online Agreement between Exact and the Accountant and/or with regard to a violation of any law, statute or regulation regarding personal data because of the personal data used by the Accountant in connection with the Exact Online Agreement.

Article 25 SCAN-FUNCTIONALITY

25.1 The scan-functionality of the software (called Scan & Recognise) automatically processes scanned documents (invoices, etc.) in the Web Application.

25.2 Each month an overview will be made of the amount of use of the scan-functionality and the costs involved. These costs will be invoiced monthly, for which the invoice needs to be paid in accordance with article 6.4.

25.3 The Customer shall comply with the System Requirements as set out on the Web Application with regard to the use of the scan-functionality.

25.4 All articles in these Exact Online Terms and Conditions which regard use, support and availability also apply to the use, the support and the availability of the scan-functionality.

Article 26 DATA CUSTOMER

26.1 The Customer authorizes Exact to use the data of the Customer for marketing related purposes by Exact or any of its affiliates and for the purposes described in articles 26.2 and 26.3 of these Exact Online Terms and Conditions

26.2 Exact is also entitled to use the data that the Customer enters in the Web Application, with the exception of personal data protected by personal data protection law or regulation, for external analysis purposes, during which this data will be made anonymous.

26.3 All communication between Exact and Customer will be through the Web Application, unless stipulated otherwise in these Exact Online Terms and Conditions, the Exact Online Agreement, or the law. Such communication also includes direct emails. Unless the Customer has specifically informed Exact in writing that it does not wish to receive such communications from Exact then the Customer explicitly authorizes Exact to use the electronic contacts (email addresses) that the Customer provides to Exact, for communication, including, but not limited to, commercial and non-commercial communication, with regard to related products and/or services of Exact and its affiliates.

Article 27 THIRD PARTY SOFTWARE COMPONENTS AND SERVICES

27.1 Third Party Software

(a) Customer acknowledges and agrees that the Web Application may contain software (components) and/or services of third parties, and that in connection with Customer's use of such components and/or services, the additional terms and conditions that may be viewed here: [Exact Online – 3rd party software license terms](#) and may be amended from time to time shall apply to Customer's use of the Web Application. The Customer acknowledges and agrees he has reviewed and agrees to such additional terms and conditions. It is Customer's responsibility to ensure you review these additional terms and conditions regularly to familiarize yourself with any changes. Customer's use of the Web Application and any such third party components and/or services following any such changes will constitute your acceptance of the revised terms, notwithstanding anything to the contrary in these Exact Online Terms and Conditions.

27.2 Third Party Services

- (a) The Web Application may provide connections to third parties websites ("Third Party Services"), or third parties websites may provide a connection to the Web Application. In case Customer data is accessed, exchanged or stored, this is enabled only upon authorization by the Customer. With granting a third party website and/or the Web Application access to Customer data in the Web Application and/or from a third party website, Customer agrees to the use of its data in the scope of the described functionality. Such description is contained in an additional disclaimer, an introduction text or any other related description in the Web Application.
 - (b) If Customer, after having granted the Web Application or a third party website access to Customer data, decides to cease access, Customer may disable such access in the "User settings" of the Web Application or at the third party (website) depending on where the access was given.
 - (c) Customer's use and/or access of Third Party Services shall be limited to those uses and access rights permitted by the third party service provider and/or expressly permitted by Exact. The use of the Third Party Services and its content is governed by the third parties' terms and conditions. If Customer accesses and uses the Third Party Services, Customer is responsible for reviewing and understanding any such terms and conditions governing such Third Party Services.
 - (d) Customer understands that Exact has no control over the Third Party Services and that Customer's ability to access and use the Third Party Services may be suspended or terminated at any time, for any reason, at the third party service provider's discretion.
 - (e) Exact does not guarantee connectivity with any third-party website.
 - (f) The Third Party Services which can be started from the Web Application are provided to the Customer free of charge, but Exact reserves the right to charge for it in the future.
 - (g) The Third Party Services are provided as an extra service for the convenience of Customers of the Web Application. Exact has no obligation to provide the Third Party Services and can freely decide at any time, in its sole discretion, to stop providing this service, especially if any third party restricts, prevents or ceases to authorize the installation or use of the Third Party Services.
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- (h) Exact does not guarantee or warrant any features or qualities of the Third Party Services or gives any commitment with regard to any other quality. No such warranty or commitment shall be implied from any description of the Third Party Services itself or any available documentation or any other communication or advertisement for the Third Party Services except to the extent that Exact has expressly confirmed a specific quality in writing. Exact does not warrant that the Third Party Services will be uninterrupted or permanently available, or that it will give uninterrupted, permanent, timely, error-free or secure access to the third party websites and its content. The availability is also subject to the third party's sole discretion as operator of its website, media, devices and other infrastructure.
- (i) Termination of providing the Third Party Services shall not entitle the Customer to any refund, credit or other compensation from Exact under the Exact Online Agreement or otherwise.

Article 28. Other provisions

28.1 Exact may transfer or outsource its rights or duties under the Exact Online Terms and Conditions or the Exact Online Agreement to a subsidiary or other third party it engages for this purpose. In the event of transfer or outsourcing, these Exact Online Terms and Conditions continue to apply to the Customer.

28.2 All notices required to be given under this Exact Online Agreement shall be given in writing and shall be deemed to have been given when (i) delivered by hand, (ii) mailed by prepaid registered or certified mail, return receipt requested, (iii) sent by facsimile device, with a copy sent at the same time by registered or certified mail, (iv) sent by commercial courier with written verification of the receipt, or (v) sent by email, with a copy sent at the same time by registered or certified mail to each party at its addresses set forth herein or at such other address as either party may designate to the other by notice as required hereby.

28.3 If any provision from the Exact Online Agreement or these Exact Online Terms and Conditions is completely or partially void, voidable or conflicts with any law, then, notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such provision shall be interpreted and enforced as closely as possible to the intent of the party. The other provisions of the Exact Online Agreement or these Exact Online Terms and Conditions remain in full force.

28.4 Delay or omission on Exact's part in respect of enforcing any rights Exact has against the Customer pursuant to the Exact Online Agreement or Exact Online Terms and Conditions never constitutes a waiver of Exact's right. If a party waives any right it has under the Exact Online Agreement or the Exact Online Terms and Conditions, this does not mean that the party in question will or can be obliged to waive this right or any other rights in a subsequent matter.

28.5 The Exact Online Agreement and the Exact Online Terms and Conditions constitutes the final, complete and exclusive statement of the Agreement between the parties in respect of the subject matter hereof and supersede all prior and contemporaneous written and oral negotiations, understandings and agreements between the parties in respect to the subject matter hereof, including specifically any Exact advertising or sales materials.

28.6 The applicability of the all or part of any purchasing, order documents or other general terms and conditions of the Customer is hereby expressly rejected.

28.7 Any communications between Exact and the Customer may occur electronically except insofar as the Exact Online Terms and Conditions and/or the Exact Online Agreement and/or the law provide differently. The version of the communication in question saved by Exact will be considered proof thereof, subject to proof to the contrary by the Customer.

28.8 Except for the provisions of articles 2.2 and 6.2, the Exact Online Agreement may only be amended by means of a written agreement signed by both the Customer and Exact.

28.9 Electronic communications shall be deemed to have been received on the day they are sent, unless the recipient proves otherwise. If the communication is not received because of delivery and/or accessibility problems in relation to the Customer's e-mail inbox, this is at the Customer's risk, even if the e-mail inbox is located at a third party.

28.10 If the Customer and Exact have agreed in the Exact Online Agreement on a limitation on the number of transactions, mutations, or financial entries registered by the Customer whether or not for a specified period of time, Exact is, if that number is exceeded, entitled to charge Customer later for the numbers exceeded at the agreed rate per the amount and/or size exceeded. To determine whether the amount and/or size agreed on by the parties has been exceeded, the Customer hereby agrees that Exact makes clear through reports the number of transactions, mutations, or financial entries registered by the Customer. The Customer also hereby agrees that Exact's records constitute conclusive evidence, subject to proof to the contrary by the Customer. In drawing up the necessary reports, Exact will comply in full with the provisions of article 8.3 of the Exact Online Terms and Conditions.

Article 29. Applicable law and disputes

29.1 The Exact Online Terms and Conditions and the Exact Online Agreement shall be deemed to have been executed and performed in and shall be governed by, construed, interpreted, and the rights of the parties determined in accordance with the local laws of the State of Ohio.

29.2 Exact and Customer hereby consent and agree that jurisdiction and venue for any claim or cause of action arising under or related to the Exact Online Terms and Conditions and the Exact Online Agreement shall be properly and exclusively in the state or federal courts located in and for the State of Ohio and expressly waive any and all rights which they may have or which may hereafter arise to contest the propriety of such choice of jurisdiction and venue.

29.3 This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.
