

Portbase B.V. General terms and conditions

9. Fees

9.1 The Customer shall owe Portbase a fee for the use of the Services, unless the Parties have agreed otherwise in the Agreement.

9.2 The fee(s) owed by the Customer to Portbase under the Agreement will be invoiced to the Customer on a monthly basis via an advance. In the month of February of the following year, the final invoice for the previous year will be issued, based on subsequent calculation. The subsequent calculation will be based inter alia after the end of the month in question, based inter alia on the number of Services used by the Customer, the number of Users making use of the Services and/or the number of operations performed by the Customer. The fees and rates charged by Portbase are stated on quotations provided by Portbase prior to the establishment of the Agreement.

9.3 The amount of fees and rates referred to in this article may be amended. Portbase will notify the Customer in writing of the amended fees and charges no later than two (2) months prior to amendment. If the Customer does not agree to the amended fees and rates and cancels the Service(s) before the date on which the amended fees and rates take effect, subject to the provisions of article 15.2 of these terms and conditions, the old fees and rates will continue to apply during the notice period.

9.4 In addition to the provisions of article 9.3, Portbase shall be entitled to amend its fees and charges annually as of 1 January on the basis of increases in the CBS Consumer Price Index over the most recent October-September period. Notice of the intention to make amendments must be given as soon as possible and no later than 1 December of the previous year.

9.5 All fees, rates and other charges imposed by the authorities are exclusive of sales tax (VAT).

10. Payment and billing

10.1 Portbase will invoice the Customer the fixed fees and/or the amount of the advance based on subsequent calculation in arrears for the amounts due as specified in article 9. Payment must always be made in full, without discounting or setting off by the Customer.

10.2 In the event of reimbursement owed on the basis of subsequent calculation, Portbase will issue a final invoice to the Customer no later than 31 March of the following calendar year. The final invoice will be based on the Customer's actual usage of the Service(s). 10.2 10.3 If the Customer has any objections to the final invoice referred to above an invoice, the Customer must make its these objections known to Portbase in writing (by e-mail), duly substantiated, within 1 calendar month of the invoice date, without prejudice to the Customer's obligation to pay the undisputed part of the final invoice. Following the expiration of the aforementioned period, the Customer's right to dispute the final invoice shall lapse.

10.3 10.4 All amounts owed by the Customer will be charged by Portbase by direct debit, unless the parties have expressly agreed otherwise.

10.4 10.5 The Customer hereby accepts that Portbase will send it the invoices for the reimbursement electronically.

10.5 10.6 If Portbase is unable to collect the amounts owed by the Customer within a reasonable period of time, Portbase shall be entitled to: (i) without the requirement for a notice of default or

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notification, charge statutory commercial interest pursuant to article 6:119a of the Dutch Civil Code on the full amount owed by the Customer from the date on which payment should have been made until the date on which the amount owed is received by Portbase and (ii) following a notice of default, to transfer the claim to a third party for collection. The Customer shall reimburse all costs incurred by Portbase and this third party in order to collect the amount due, including, inter alia, costs of legal assistance, litigation costs and extrajudicial costs, the latter subject to a minimum charge of 15 (fifteen) percent of the outstanding sum and (iii) to suspend, block or immediately terminate the Customer's access to and use of the Service(s) or the performance of its services, the latter except to the extent that this would be unacceptable (given the amount of the outstanding sum) according to accepted standards of reasonableness and fairness.

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