

## Programming terms NIPO Software

1. Customer appoints NIPO Software and NIPO Software accepts such appointment to provide the programming of questionnaires in the NIPO ODIN Script language upon these terms and conditions, which may only be changed by written agreement of the parties.
2. The availability of scriptwriters for every Project cannot be predicted and is not guaranteed by NIPO Software.
3. For every Project, NIPO Software shall provide Customer with the following:
  - 3.1. The questionnaire as a Q-file;
  - 3.2. The stratification file as S-file, if required by Customer;
  - 3.3. The telephone file as Sample Table or T-file, if required by Customer.
4. For every Project, Customer will provide NIPO Software with the following:
  - 4.1. A copy of the questionnaire in MS Word format;
  - 4.2. Translations of the questions, if necessary for programming;
  - 4.3. Telephone lists in MS Excel, if necessary for programming;
  - 4.4. Stratification details, if necessary for programming;
  - 4.5. Details of background information that need to be used in the questionnaire or final data;
  - 4.6. A date when NIPO Software is required to send Deliverables to Customer;
  - 4.7. Any other information necessary for programming.
5. NIPO Software warrants that it shall use reasonable skill and care in providing the Deliverables and that
  - 5.1. NIPO Software will test all Deliverables before sending these to Customer;
  - 5.2. The end responsibility of the quality of the Deliverables however lies with Customer.
6. The Project details, including programming fee, for any Project will be agreed on in advance, in writing by e-mail, fax or letter.
7. In the event that NIPO Software is supposed to perform additional work or to perform less work than was provided for in the Project details to the assignment, then
  - 7.1. NIPO Software shall consult with Customer correspondingly;
  - 7.2. The additional tasks to be performed by NIPO Software shall be for the account of Customer, unless the need to perform these additional tasks is caused by negligence on the part of NIPO Software or if NIPO Software has provided a wrong estimate or in fairness could have anticipated the additional tasks concerned. Parties shall jointly establish the compensation for the said additional tasks.
  - 7.3. If any information is not, incorrectly, or not timely provided in accordance with the specified procedure on the part of Customer or any third parties, or if Customer delays the performance of the assignment in any other way, the costs hereof incurred by NIPO Software shall be billed separately.
8. Unless otherwise agreed by e-mail, fax or letter which is executed by both parties, the NIPO Software's liability for any claims, demands, damages, costs (including legal costs) and expenses resulting from any tortuous act or omission, and/or breach of the terms and conditions set out in this agreement is strictly limited to the amount of any fees receivable by NIPO Software in respect of the specific Deliverables which is the subject of the potential claim. Neither party shall be liable for the other's loss of profits, loss of turnover, loss of data, loss of business opportunities, or consequential loss.
9. The General Conditions as specified by the Dutch Federation of IT Suppliers FENIT are applicable to the Programming terms.