

General Terms and Conditions

Nova Code

These General Terms and Conditions shall apply to all offers and agreements arising therefrom between Nova Code and Clients. Capitalised terms used in these General Terms and Conditions have the meaning given to them in article 15 of these General Terms and Conditions.

Any terms or conditions of the Client which deviate from or are not contained in these General Terms and Conditions are hereby rejected by Nova Code.

1. Quotation and acceptance

1.1. Nova Code shall prepare a Quotation on the basis of which Nova Code offers to provide Services to the Client.

1.2. The Services may include maintenance of the Client's software and hardware, configuration and installation of software and hardware for the Client, customisation of software at the Client's request, delivery of licensed software, provision of remote support, provision of on-site support for the Client's employees, analysis and advice on software, documentation of software, and all related matters, as further described in the Quotation or as further agreed between Parties.

1.3. A Quotation is entirely without obligation and valid for 30 days after it has been sent, unless otherwise stated in the Quotation. Nova Code shall never be obliged to accept an acceptance of the Quotation after this period, but if Nova Code does so, the Quotation is still accepted.

1.4. Only the description of the Order as stated in the Quotation (or otherwise by Nova Code) is binding upon Nova Code. Nova Code is not bound by a deviating answer from the Client, even if this answer deviates only in minor points from the Quotation.

1.5. The Agreement is concluded at the moment Nova Code receives the notification of acceptance from the Client.

1.6. If the Client does not explicitly indicate its acceptance of the Quotation, but nevertheless agrees, or creates the impression, that Nova Code is carrying out work which falls within the description of the Services, then the Quotation is deemed to have been accepted. This also applies where the Client requests Nova Code to carry out certain work without waiting for a formal Quotation.

1.7. Modification of the Services is only possible with the written consent of both Parties, except as otherwise provided elsewhere in these General Terms and Conditions.

1.8. If Nova Code performs additional work at the request or – if reasonably possible – with the prior consent of the Client, the Client shall pay for such additional work in accordance with Nova Code's usual rates. Nova Code is not obliged to comply with a request of the Client to perform additional work and may require that a separate agreement is concluded for this purpose. The Client acknowledges and accepts that additional work may affect the execution of the Order, the responsibilities of the Parties, any previously agreed fixed price and/or time spans.

2. Performance of the Services

2.1. After the Agreement is concluded, Nova Code shall endeavour to perform the Agreement for the benefit of the Client in accordance with the Agreement, including the Quotation and these General Terms and Conditions.

2.2. The Client is obliged to do and omit to do all that is reasonably desirable and

necessary to enable the proper and timely performance of the Services. In particular, the Client shall ensure that all information which Nova Code indicates to be necessary or which the Client should reasonably understand to be necessary for the execution of the Services, is provided in a timely manner to Nova Code.

2.3. The Client shall provide Nova Code with access to all places, services and accounts under its control (such as web hosting accounts) that Nova Code reasonably requires to deliver the Services. In special cases, it may be agreed that the Client itself installs the necessary data or makes changes to these services or accounts.

2.4. Nova Code endeavors to provide the Services with care, thoroughness and as good as reasonably possible. Nova Code is not obligated to achieve a certain result.

2.5. Nova Code is entitled, but never obliged, to investigate the accuracy, completeness or consistency of the source materials, requirements or specifications made available to him and, if any imperfections are discovered, to suspend the agreed work until the Client has resolved the imperfections.

2.6. Unless otherwise agreed, Nova Code is not a party to the provision of third party services, such as software licences or hosting required for Services, even if Nova Code provides these Services on behalf of the Client. In the case of software licences provided as a Service, it depends on the supplier whether Nova Code is the contractual counterparty of the Client or the supplier. Nova Code shall provide appropriate information in this regard.

2.7. Nova Code has the right to (temporarily) withhold or limit the Services if the Client fails to meet an obligation to Nova Code in relation to the Agreement or acts in conflict with these General Terms and Conditions.

2.8. Nova Code shall endeavour to respond to a Client request as quickly as possible, but cannot make any concrete commitment regarding times and/or time spans, unless a firm deadline is expressly agreed in the Quotation.

3. Development and/or supply of Works

3.1. If a Service includes the creation and/or provision of Works, the provisions of this article apply.

3.2. Nova Code gives no guarantees with respect to the functioning of non-current or outdated operating systems, browsers, plugins, scripts, other software and hardware, unless and to the extent that it is stated otherwise in the Quotation.

3.3. Nova Code is entitled, but never obliged, to investigate the accuracy, completeness or consistency of the source materials, requirements, specifications and/or other data made available to it, including but not limited to login data, and if any imperfections are discovered to suspend the agreed work until the Client has eliminated the imperfections in question.

3.4. If a Service requires the Client to provide source materials to Nova Code, the Client warrants at all times that Client possesses all the necessary licenses for the provision and intended use by Nova Code. The Client indemnifies Nova Code against claims of third parties in respect of infringement of these rights.

3.5. Nova Code has, unless otherwise agreed, the right to use images, software and components of third parties, including stock photos and open source software, in the development, configuration or modification of Works.

3.6. After delivery, the responsibility for correct compliance with the relevant third party licenses in the use of the developed Works lies with the Client. Nova Code shall endeavour to inform the Client of the applicable licensing conditions.

3.7. Client indemnifies Nova Code against third party claims regarding installation and licensing of the software, except to the extent that the claims result from information or licenses provided by Nova Code.

3.8. Nova Code shall make the Works available to the Client on a data carrier, online, or in another suitable manner. Unless otherwise agreed, the Client is responsible for the installation, setup and configuration of the Works.

3.9. Nova Code shall endeavour to preserve the source files of the Works for as long as Nova Code performs Services for the Client, or when it is likely that Nova Code will perform Services for the Client. Nova Code is entitled to delete the source files after this period. If the Client does not provide follow up instructions for the Work until after this period, Nova Code is entitled to charge for the redevelopment, restoration or retrieval of these source files.

4. Completion and acceptance

4.1. Nova Code shall deliver the Works to be developed or adapted, or parts thereof, when, in its professional opinion, they meet the specifications or are suitable for use, or as much earlier as desired by the Client.

4.2. The Client must evaluate and approve or disapprove the delivered Works in writing within 14 days after delivery. If the Client does not reject the delivered work in writing within this period, the delivered work is deemed to have been accepted.

4.3. If a Work is delivered in phases, the Client must approve or reject the part of the Work belonging to that phase after the completion of each phase, in the manner stipulated in the previous paragraph. The Client may not base an approval or rejection in a later phase on aspects that were approved in an earlier phase.

4.4. Should the Client disapprove all or part of the delivered work, Nova Code shall endeavour to resolve the reason for disapproval as quickly as possible. Nova Code may do this by revising the deliverable or by providing a reasoned explanation of why the reason is not valid. The Client then has a period of 14 days to approve or reject the revision or motivation.

4.5. If the Client after the first revision or motivation has rejected the delivered work in whole or in part, a reasonable number of revision rounds will follow at the discretion of Nova Code.

4.6. If one of the Parties indicates that further revisions are not (or no longer) useful, both Parties are entitled to terminate the Agreement with regard to the rejected work. In this case, the Client shall reimburse Nova Code for the hours actually worked, up to a maximum of the quoted amount for the rejected item. The Client is not entitled to use the rejected goods in any way. Nova Code can terminate the Agreement after Nova Code has indicated that a revision or motivation is the last and the Client also rejects this in whole or in part.

4.7. After acceptance of the delivered work all liability for defects in the delivered work lapses. In any case, all liability for defects in a Work will lapse one year after termination of the Agreement for whatever reason.

5. Intellectual Property Rights

5.1. All Intellectual Property Rights in all Works developed or made available as part of the Service to which Intellectual Property Rights may apply, and the preparatory material thereof, shall belong to Nova Code and/or its licensor(s).

5.2. Nova Code may use open source software for works of which the rights may be held by third parties. If the license of certain open source software implies that the Client can only distribute (parts of) the software as open source software, Nova Code shall endeavour to inform the Client of this in a timely manner.

5.3. The Client provides Nova Code with a free, worldwide, irrevocable, sub-licensable and transferable right to disclose and reproduce all information, materials and (other) Works provided to Nova Code in connection with the Order, insofar as this is reasonably

necessary or desirable in the context of the Order.

5.4. The Client will only receive the rights of use and powers to which it is entitled under the Agreement or by law.

5.5. The Client is explicitly not permitted to download, copy, modify, reverse engineer, publish, use for direct or indirect commercial purposes or use for any other purpose than that stated in the Agreement any information made accessible in the context of the provision of the Services, unless mandatory Dutch law permits such use.

5.6. If the Client wishes to receive a back-up copy of software developed by Nova Code under the terms of the Agreement, Client must submit a request to Nova Code. If a back-up copy is necessary for the intended use, Nova Code shall – at the expense of the Client – make a back-up copy for the Client. The Client is expressly not permitted to trade or distribute this back-up copy.

5.7. The Client shall not remove or alter (or cause to be removed or altered) any designation(s) regarding the confidential nature or any Intellectual Property Right on any work.

5.8. Nova Code is entitled to take technical measures (visible or invisible) to protect materials or other Works. The Client is not permitted to circumvent or remove such measures.

5.9. The Client warrants that in using the Services Nova Code does not infringe any Intellectual Property Rights of third parties. The Client indemnifies Nova Code against all claims and other demands of third parties based on infringement(s) of Intellectual Property Rights.

6. Installation and maintenance of Works and engagement of third parties

6.1. If third party licences are required for the use of Works, the Client shall purchase such licences and ensure that the provisions contained therein are strictly adhered to. Nova Code is not a party to such licences. If the Services reasonably require it, at the discretion of Nova Code, the Client hereby authorises Nova Code to enter into such licences on its behalf. The Client indemnifies Nova Code against third party claims relating to installation and licensing of the software.

6.2. Nova Code is never liable towards the Client for the actions of suppliers and/or other third parties used by the Client.

6.3. If maintenance is agreed as a Service, Nova Code shall endeavour to repair errors in the Works and associated software to the extent reasonably possible. However, Nova Code may be dependent on supplier(s) and third parties, for which it is not responsible and/or liable.

6.4. Nova Code is always entitled to refuse a request for installation and/or maintenance if, in opinion of Nova Code, this is not feasible or may hinder proper operation or availability of the software.

6.5. Installation and/or maintenance shall be carried out and invoiced on an hourly basis, unless expressly agreed otherwise.

6.6. If the Client wishes to make any changes to the Work, either independently or through a third party, this shall be entirely at the risk and responsibility of the Client. Nova Code may, in the event of changes as referred to in the previous sentence, refuse to perform (further) maintenance on the changed Work or perform such maintenance with a surcharge to the hourly rate.

7. Changes to the Services

7.1. All changes to the Services, whether at the request of the Client or as a result of the fact that, due to whatever circumstances, a different performance is necessary, will be considered as additional work when additional costs are involved. These will be invoiced

to the Client accordingly.

7.2. If Nova Code is required to perform more work than Nova Code should have anticipated at the time the Quotation was made, or is required to work under more onerous circumstances than Nova Code was aware of or should have been aware of at the time the Agreement was entered into, Nova Code shall be entitled to charge the Client for the additional costs arising from this.

7.3. If the Client does not agree with the additional costs involved, Client is only entitled to cancel the part of the additional work that has not yet been carried out. The Client is explicitly not entitled to restitution or remission of the costs of additional work already carried out.

8. Prices and payment

8.1. All prices quoted by Nova Code are in Euros and are exclusive of turnover tax (VAT) and other government levies, unless otherwise agreed with the Client.

8.2. Nova Code shall send an electronic invoice to the Client for the amounts due by the Client. The Client consents to electronic invoicing by Nova Code.

8.3. The term of payment for invoices is 14 days after the date of the invoice, unless expressly stated otherwise. If the Client does not pay on time, Client will be in default (in Dutch: "verzuim") by operation of law without notice of default (in Dutch: "ingebrekestelling") being required. If an amount due is not paid within the term of payment, statutory interest shall be payable on the outstanding invoice amount.

8.4. If the Client believes that (part of) an invoice is incorrect, Client must report this to Nova Code within the payment term. The payment obligation of the disputed part (but not the remainder) is suspended until Nova Code has investigated the report. If Nova Code investigates the matter and concludes that the report is unjustified, the Client must pay the disputed amount within seven days.

8.5. In the event of late payment, the Client is bound to pay, in addition to the amount due and the interest thereon, a full reimbursement of both extrajudicial and judicial collection costs, including the costs of lawyers, bailiffs and collection agencies. The extrajudicial (collection) costs shall be calculated in accordance with the Dutch "Staffel buitengerechtigde incassokosten" (BIK, extrajudicial collection costs), unless the actual extrajudicial (collection) costs are higher. In the latter case Nova Code is entitled to charge the actual extrajudicial (collection) costs to the Client.

8.6. The claim for payment is immediately due and payable in the event that the Client is declared bankrupt, applies for a moratorium or the assets of the Client have been seized, the Client dies and also if the Client goes into liquidation or is dissolved or taken over.

8.7. Nova Code is entitled to adjust its fees. Nova Code shall notify the Client of rate changes at least 2 (two) months in advance. If a price change means that the fee is increased by more than the (Dutch) consumer price index (CPI), the Client is entitled to terminate the contract, subject to a notice period of 1 (one) month.

8.8. If evidence is required regarding the services provided and the amounts payable by the Client, all relevant documents and data from the systems and records of Nova Code provide authentic and compelling evidence, without prejudice to the right of the Client to provide evidence to the contrary.

9. Confidentiality

9.1. Parties shall treat Confidential Information confidentially and keep it strictly secret. Parties shall 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 event that the Client acts in violation of the provisions of the previous paragraph, the Client shall owe Nova Code an immediately payable penalty of € 10,000

for each violation, as well as a fine of € 500 for each day that a violation continues, without prejudice to Nova Code's other rights, including the right to performance and/or the right to (additional) compensation.

9.3. Nova Code may use the knowledge it acquires during the execution of the Agreement for other orders, insofar as this does not involve making information about the Client available to third parties in breach of confidentiality obligations.

9.4. The obligations of this article continue to exist after termination (in Dutch: beëindiging) of the Agreement for whatever reason, and for as long as the party providing the information can reasonably claim the information to be confidential.

10. Privacy

10.1. This article applies if and to the extent that Nova Code processes Personal Data on behalf of the Client in the performance of the Agreement. In this case the Client is considered the controller and Nova Code the processor as defined in the General Data Protection Regulation (GDPR). This Personal Data will be processed in accordance with this article and the applicable laws and regulations. This article qualifies as a data processing agreement within the meaning of Article 28 of the GDPR. If a separate data processing agreement forms part of the Agreement and deviates from this article, the provisions of that separate data processing agreement shall prevail over the provisions of this article.

10.2. All obligations of Nova Code that arise from this article also apply to those who process Personal Data under the authority or in the service of Nova Code, including employees of sub-processors engaged by Nova Code.

10.3. Nova Code is permitted to use sub-processors for the processing of Personal Data. Nova Code shall at the first request of the Client provide an overview of the sub-processors used. Nova Code shall immediately inform the Client of (intended) changes regarding the addition or replacement of the sub-processors, whereby the Client is offered the opportunity to object to the (intended) changes.

10.4. Nova Code, and anyone acting under its authority and with access to the Personal Data, shall only process the Personal Data for and on behalf of the Client and in accordance with the specific instructions for processing. Nova Code shall not process the Personal Data for its own or any other purposes. Nova Code shall inform the Client if, in its opinion, instructions of the Client violate applicable laws and regulations, including the GDPR and binding codes of conduct, which contain rules relating to the protection of Personal Data.

10.5. The Client shall communicate in writing to Nova Code the types of Personal Data, the duration of the processing, the categories of individuals, the access levels, the subjects, the purposes and the nature of the processing.

10.6. Nova Code shall take appropriate technical and organisational measures to ensure a level of security appropriate to the risks in order to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to Personal Data transmitted, stored or otherwise processed. Nova Code shall also impose the obligation to take appropriate technical and organisational measures and the obligation of confidentiality on its employees and others who are legitimately authorised to access the Personal Data.

10.7. Without the prior consent of the Client, Nova Code shall not process, provide, make accessible or transfer Personal Data to a country outside the European Economic Area if that country does not offer an adequate level of protection with respect to Personal Data or an EU model contract has been concluded with the sub-processor in that country.

10.8. Nova Code shall retain Personal Data for no longer than is necessary for the performance of his obligations. After the expiry of the retention period Nova Code shall anonymise or delete the Personal Data, unless a longer retention period is required by

law and there is a basis for the processing.

10.9. The Client is at all times responsible for reporting a "personal data breach" as defined in Article 4.12 of the GDPR to the supervisory authority and/or the data subject(s). In order to enable the Client to comply with this legal obligation in respect of the Personal Data processed by Nova Code as part of the Agreement, Nova Code shall notify the Client within 48 hours of becoming aware of the "personal data breach". If the personal data breach is not likely to adversely affect the rights and freedoms of individuals, Nova Code shall nevertheless notify the Client, but need not notify the Client within 48 hours of becoming aware of the breach. The Client shall determine, and is at all times responsible for the choice, whether a "Personal Data breach" identified by Nova Code shall be reported to the supervisory authority and/or to the data subject(s) concerned.

10.10. Nova Code shall forward all requests it receives from data subjects based on their rights under Articles 12 to 23 of the GDPR to the Client.

10.11. Nova Code shall at the first request of the Client cooperate in allowing the data subjects to exercise their rights in relation to the processing of Personal Data in accordance with articles 12 to 23 of the GDPR, including the right to information, inspection, deletion including the right to forget, rectification, transferability, objection and rights in respect of automated individual decision-making, including profiling. Nova Code also endeavours to continually enable the Client to verify that third parties that Nova Code engages in the performance of the Agreement comply with their obligations in this respect.

10.12. Nova Code shall enable Client to audit Nova Code's compliance with the processing of Personal Data under this article no more than once per year. At the first request of the Client, Nova Code shall make its facilities used in the processing of Personal Data available in the event of an audit, so that an independent auditor – who is bound to secrecy – can carry out an audit and provide a report with all the information necessary to demonstrate compliance with this article and/or the applicable laws and regulations, including the GDPR and binding codes of conduct, which contain rules relating to the protection of Personal Data. The costs incurred by the Client and/or Nova Code in this regard shall be borne by the Client.

11. Liability

11.1. Nova Code is only liable towards the Client in the event of an attributable failure (in Dutch: "toerekenbare tekortkoming") in the performance of the contract, in tort (in Dutch: "onrechtmatige daad") or otherwise, to the extent provided in this article.

11.2. Nova Code is only liable to compensate the Client for direct damages (in Dutch: "directe schade"), with a maximum of EUR 10,000 per event (a series of events is deemed to be a single event).

11.3. All liability of Nova Code for any other form of damage is excluded, including compensation for indirect or consequential damage (in Dutch: "indirecte schade" of "gevolgschade"), damage due to loss of turnover or profit, damage due to loss of data and damage due to exceeding deadlines as a result of changed circumstances.

11.4. The liability of Nova Code for an attributable failure in the fulfillment of the contract only arises if the Client immediately and properly serves Nova Code with a written notice of default, in which a reasonable time period is set to remedy the failure, and Nova Code continues to fail attributively in the fulfillment of its obligations after this period. The notice of default must contain as detailed as possible a description of the failure, so that Nova Code is able to respond adequately. On the expiry of twenty-four months from the date on which the claim for compensation arose, the Client's claim against Nova Code lapses.

11.5. In the event of force majeure, under which in any case be understood malfunctions

or failures of the internet and/or the telecommunications infrastructure, power failures, civil commotion, mobilisation, war, obstructions to transport, strikes, lockouts, operational malfunctions, delays in delivery, fire, flooding, import and export obstructions, epidemics, pandemics, illness (of employees), government measures and all other external causes beyond the control of Nova Code and in the event that Nova Code's own suppliers, for whatever reason, are unable to deliver, as a result of which Nova Code cannot reasonably be expected to comply with the contract, the performance of the Agreement shall be suspended (in Dutch: "opgeschort") or the contract shall be terminated if the force majeure situation persists for longer than ninety days, without any obligation to pay compensation.

11.6. The preceding exclusions and limitations of liability do not apply in the case of intent or deliberate recklessness of Nova Code.

12. Duration and termination

12.1. This Agreement is entered into for the term required to provide the Services. The Agreement can only be cancelled (in Dutch: "opgezegd") prematurely provided for in these General Terms and Conditions, or with the written consent of both Parties.

12.2. If the Agreement is a continuing performance agreement for a fixed-term, Client may prematurely cancel the Agreement against payment of a lump sum equal to the hours worked at Nova Code's applicable hourly rate, with due observance of a notice period of one calendar month.

12.3. Nova Code can cancel the Agreement for any reason, with due observance of a notice period of one calendar month, and at all times in the event of an important reason, without being liable to pay compensation to the Client.

12.4. In the event of cancellation, rescission (in Dutch: "ontbinding") or termination for any reason, Nova Code is entitled to delete or make inaccessible all stored data and to close all accounts of the Client immediately after the date on which the Agreement expires. Nova Code is not obliged to provide the Client with a copy of this data.

13. Amendments to the Agreement

13.1. After acceptance, the Agreement may only be changed with mutual written consent.

13.2. Nova Code is entitled to unilaterally amend or expand these General Terms and Conditions. Nova Code must notify the Client of these amendments or expansions at least two months before they take effect.

13.3. If the Client objects within this period, Nova Code shall consider whether or not to withdraw the objectionable amendments or extensions. Nova Code shall notify the Client of this decision. If Nova Code does not wish to withdraw the objectionable amendments or extensions, the Client has the right to terminate the Agreement as of the date the amendments or extensions take effect.

13.4. The Client understands that changes to the Agreement and/or the creation of additional work may affect the agreed or expected time of completion of all the arrangements made in the Agreement.

14. Final provisions

14.1. This Agreement is governed by Dutch law. Unless otherwise required by mandatory law, all disputes arising from this Agreement shall be submitted to the competent Dutch court for the district in which Nova Code is based.

14.2. Should any provision of this Agreement prove to be invalid, this shall not affect the validity of the entire agreement. The Parties shall in this case adopt (a) new provision(s)

to replace the invalid provision(s), which will fulfil the intention of the original Agreement and these General Terms and Conditions to the greatest extent possible under the law.

14.3. In these General Terms and Conditions, the term "written" shall also include email and communication by fax, provided that the identity of the sender and the integrity of the content is sufficiently established. The Parties will make every effort to confirm the receipt and content of communications by email.

14.4. The version of any communication received or stored by Nova Code is deemed to be authentic, unless the Client can provide evidence to the contrary.

14.5. Each Party is only entitled to transfer its rights and obligations under the Agreement to a third party with the prior written consent of the other Party.

15. Definitions

15.1. In these General Terms and Conditions, the following terms, always written with a capital letter and used in the singular and plural, shall have the following meanings:

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| a. Agreement | means the agreement between Nova Code and the Client on which Nova Code executes the Order on behalf of the Client, of which the Quotation and these General Terms and Conditions are part of; |
| b. Client | means the natural or legal person who has concluded the Agreement with Nova Code; |
| c. Confidential Information | all information that is designated by Nova Code as confidential, all other information of Nova Code which the Client knows or may reasonably be expected to know that the information is intended to be confidential and all Nova Code information that is protected under the Dutch Trade Secrets Act. The Confidential Information includes (amongst other things) the technology, systems tools and methodologies used in the Order, the source code and object code of software and information relating to the business operations of Nova Code, including but not limited to financial matters, documentation, business plans price lists, strategies, technical operations and its financial position; Information that does not initially fall under the definition of Confidential Information may later become Confidential Information; |
| d. GDPR | Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such |

	data, and repealing Directive 95/46/EC (General Data Protection Regulation);
e. General Terms and Conditions	these terms and conditions of Nova Code, also to be consulted, downloaded and printed on https://www.novacode.nl/terms-and-conditions ;
f. Intellectual Property Rights	all intellectual property rights and all related rights, including but not limited to copyrights, database rights, trade name rights, trademark rights, design rights, patent rights, rights to know-how, rights to confidential information and rights to trade secrets;
g. Nova Code	the private limited liability company Nova Code BV established at Mathias Kempstraat 5 (6136 KB) in Sittard and registered with the trade register of the Dutch Chamber of Commerce under number 88775445;
h. Order	the Services agreed by the Parties as described in in the approved Quotation or as otherwise agreed between Parties;
i. Parties	Client and Nova Code;
j. Personal Data	any information relating to an identified or identifiable natural person whereby an identifiable natural person is one who can be identified, directly or indirectly;
k. Quotation	the offer made by Nova Code in writing to the Client;
l. Services	the work Nova Code performs for the Client on the basis of the Agreement and on behalf of the Client;
m. Works	works, including but not limited to websites, data files, software, documentation, advice, reports, analyses, designs, texts, photographs, films, sound recordings, images, audiovisual material, logos or house styles.