

GENERAL AND SPECIAL TERMS AND CONDITIONS

OF: Communications Security Net B.V.

Article 1 Definitions

In these Terms and Conditions, the following definitions will apply, unless the contrary is explicitly indicated.

The User: Communications Security Net B.V., the user of these Terms and Conditions, the seller, the lessor, the service provider;
The Principal: the User's counterparty, the buyer, the lessee;
The Agreement: the agreement between the User and Principal.

Article 2 General

- 2.1 These Terms and Conditions will apply to every offer, quotation and Agreement between the User and the Principal to which the User has declared these Terms and Conditions applicable, to the extent that the parties have not explicitly deviated herefrom in writing.
- 2.2 The current Terms and Conditions will also apply to all Agreements with the User for the performance of which the User uses the services of third parties.
- 2.3 Any deviations from these Terms and Conditions will only apply if such deviations have been explicitly agreed in writing.
- 2.4 The applicability of any terms and conditions of the Principal is hereby explicitly rejected.
- 2.5 If one or more provisions in these Terms and Conditions are null and void or are nullified, the remaining provisions of these Terms and Conditions will continue to apply.
- 2.6 The General Terms and Conditions will apply unless they are deviated from in the Special Terms and Conditions.

Article 3 Offers and quotations

- 3.1 All offers, in whatever form, will be free of obligation, unless a term for acceptance is stated in the offer.
- 3.2 In the event of an oral Agreement, the invoice will be considered to contain a correct and complete representation of the Agreement, unless a complaint is lodged within 30 days of the invoice date.
- 3.3 Agreements to which the User is a party will only be considered to have been concluded:

- a) following the signing by both parties of an Agreement drawn up for that purpose, and from the day of the signing; or
 - b) following receipt and approval of the written acceptance by the Principal with respect to an offer made by the User;
 - c) in the absence thereof, pursuant to the Principal's provision to the User of the product to be adapted and/or relevant documents and/or goods necessary for the assignment.
- 3.4 If the acceptance by the Principal deviates from the offer included in the quotation, the User will not be bound to that acceptance. In that case, the Agreement will not be concluded in accordance with that deviating acceptance, unless the User states otherwise.
- 3.5 The prices stated in said offers will be in euros, exclusive of Dutch VAT and other government levies, as well as exclusive of dispatch and transport charges, packaging costs and installation costs, unless explicitly stated otherwise.
- 3.6 In the event that the User or a third party is responsible for the shipment of the goods purchased, the User will always charge the Principal the transport and packaging costs.
- 3.7 In the event that delivery is effected C.O.D. (Cash on Delivery), the User will charge the Principal C.O.D. charges.
- 3.8 A composite quotation will not oblige the User to perform part of the assignment for a corresponding part of the stated price.
- 3.9 In the event that the User concludes Agreements with the Principal more than once, the present General Terms and Conditions will apply to all subsequent Agreements, irrespective of whether they have been explicitly declared applicable.
- 3.10 In the event that a natural person concludes an Agreement on behalf or for the account of another natural person, he/she will be deemed to declare – by signing the Agreement – that he/she is authorised to do so. This person, in addition to the other natural person, will be jointly and severally liable for all obligations ensuing from the Agreement.
- 3.11 Offers or quotations will not apply to future assignments.

Article 4 Performance of the Agreement

- 4.1 The User shall perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. Such performance will be delivered on the basis of state-of-the-art technology and in accordance with the requirements and specifications set by Dutch legislation.

- 4.2 The User will determine the manner in which the Agreement is performed, to the extent that no provisions to the contrary have been explicitly agreed upon in writing by the parties.
- 4.3 In the event and to the extent required for a satisfactory performance of the Agreement, the User will be entitled to engage third parties for certain work.
- 4.4 The Principal shall ensure that the User is provided with all information and documents, including the hardware and software to be adapted which the User indicates are necessary or which the Principal should reasonably understand are necessary for the performance of the Agreement in good time. If the information or goods necessary for the performance of the Agreement are not provided to the User in time, the User will be entitled to suspend performance of the Agreement and/or to charge the Principal the additional costs arising from the delay in accordance with its usual rates.
- 4.5 The User will not be liable for damage, of whatever nature, resulting from the fact that the User has operated on the basis of incorrect and/or incomplete information provided by the Principal, unless the User should have been aware of such incorrectness or incompleteness.
- 4.6 In the event that it has been agreed that the Agreement will be performed in phases, the User may postpone performance of those parts belonging to a subsequent phase until the Principal has approved the results of the preceding phase in writing.
- 4.7 In the event that work is performed by the User or by third parties engaged by the User on site at the Principal or at a location designated by the Principal in the context of the assignment, the Principal shall provide any facilities reasonably required by the User's employees or by those of the relevant third party free of charge.
- 4.8 The installation of software and the provision of maintenance services by the User to the Principal will always take place under the Principal's direction and responsibility. Following completion of this work, the Principal shall sign the work instructions for approval. Signing the work instructions will mean that there are no immediately detectable defects in the work performed. In that case, the services provided will be considered to comply with the Agreement, unless proof to the contrary is furnished.
- 4.9 The Principal shall indemnify the User against any claims of third parties that may incur damage relating to the performance of the Agreement and which is attributable to the Principal.

Article 5 Materials supplied, goods made available and right of retention

- 5.1 The Principal will be obliged to ensure that, before electronic or other data, photographs, documents, materials and/or products are made available, copies and/or back-up files of the relevant data carriers have been created. The Principal must retain possession of such copies/back-up files in case such data are lost or become unusable due to damage while being kept at the User's premises. In that case, the Principal must supply the data anew if so requested by the User.

- 5.2 The costs of sending materials, etc., to the User and the storage thereof will be charged to the Principal.
- 5.3 The User will be entitled to dispose of the goods supplied as if they were its property.
- 5.4 The goods made available and any materials and data supplied by the Principal will be used for the assignment and will be stored in a sufficiently secure manner.
- 5.5 Upon the end of the Agreement, the goods made available by the Principal will be returned or destroyed, at the Principal's discretion. The User will be entitled, however, to retain any of the Principal's goods in its possession until the Principal has performed all its obligations vis-à-vis the User, unless the Principal has provided sufficient security for the fulfilment of those obligations.

Article 6 Amendments to the Agreement

- 6.1 In the event that, during the Agreement's performance, it proves necessary to amend or supplement the work to be performed in order to ensure proper performance of the Agreement, the parties will amend the Agreement accordingly in mutual consultation and in good time.
- 6.2 In the event that the parties agree that the Agreement will be amended or supplemented, this may affect the completion time with respect to the Agreement's performance. The User shall inform the Principal of any such change with respect to the completion time as soon as possible.
- 6.3 In the event that an amendment or supplement to the Agreement has financial and/or qualitative consequences, the User shall inform the Principal thereof in advance.
- 6.4 In the event that a fixed price has been agreed, the User shall indicate the extent to which the amendment or supplement to the Agreement will result in such price being exceeded.

Article 7 Duration of the contract and term for performance/delivery

- 7.1 The Agreement between the User and the Principal will be concluded for an indefinite period of time, unless the nature of the Agreement dictates otherwise or the parties have explicitly agreed otherwise in writing.
- 7.2 If a period has been agreed for the completion of certain work or the supply of certain goods during the contract's term, that period will under no circumstances be a firm deadline. If a term for performance/delivery is exceeded, the Principal must therefore give the User written notice of default.

Article 8 Inspections, complaints

- 8.1 The Principal will be obliged to inspect the delivered goods, or have others do so, at the time of delivery or transfer. In so doing, the Principal must investigate whether the quality and quantity of the delivered goods correspond with the agreements made, or in any event meet the requirements set in that respect in standard business practice.

- 8.2 Any defects that are visible and/or are discovered immediately must be reported to the User in writing within 14 working days of delivery.
- 8.3 Non-visible defects in products produced by a third party must be reported to the manufacturer. If so requested by the Principal, the User shall provide the Principal with the manufacturer's address.
- 8.4 Non-visible defects in products produced by the User must be reported to the User in writing within six months of delivery. The User must be given the opportunity to investigate any complaints submitted.
- 8.5 If complaints are submitted on time and the User finds such complaints to be valid, the User shall correct or repair the defects within a reasonable period of time. The Principal will, however, remain obliged to pay for the work performed and the goods purchased.
- 8.6 In the event that no timely complaint is submitted or in the event that the Principal has taken the goods supplied by the User into use, the User will assume that the goods have been delivered in sound condition.
- 8.7 If the Principal wishes to return defective goods, it may only do so after obtaining the User's written permission in the manner indicated by the User, in the original packaging.
- 8.8 In the event that it has become impossible or pointless to perform repairs, the User will only be liable within the limits of the provisions of the Articles 'Liability' and 'Warranty'.

Article 9 Fee/price

- 9.1 The parties may agree a fixed price upon the Agreement's conclusion.
- 9.2 If no fixed price has been agreed, the price will be determined on the basis of hours actually worked, or parts of such hours. The price will be calculated in accordance with the User's usual hourly rates as apply during the period in which the work is performed, unless a different hourly rate has been agreed.
- 9.3 Prices and any cost estimates will be exclusive of Dutch VAT, unless stated otherwise.
- 9.4 In the event of assignments with a lead time exceeding three months, the User may charge the Principal for the costs due on a periodical basis.
- 9.5 If the User and the Principal have agreed on a fixed price or hourly rate, the User will nevertheless be entitled to increase that price or rate.
- 9.6 The User may raise the price if, during the performance of the work, the amount of work originally agreed or expected proves to have been underestimated to such an extent upon the Agreement's conclusion that the User may no longer reasonably be expected to perform the agreed work for the price originally agreed.

- 9.7 The User shall notify the Principal of any intention to raise the price or rate in writing. In so doing, the User shall state the amount of the increase and the date on which it will take effect.
- 9.8 If the Principal is unwilling to accept the price rise communicated by the User, the Principal must so inform the User in writing within seven working days of the said notification, in default of which the Principal will be deemed to have declared that it agrees to the price rise.

Article 10 Payment

- 10.1 Payment must be made upon delivery, or within or 30 days of the invoice date, in a manner designated by the User in the currency stated in the invoice. Objections to the amounts stated in invoices will not suspend the payment obligation.
- 10.2 The User will be entitled to charge the Principal an advance. Following receipt of the advance, the User shall commence the work agreed upon and/or supply the goods purchased.
- 10.3 If the Principal fails to pay within the 30-day period, it will be in default by operation of law. In that event, the Principal will owe the User interest at a 1% rate per month or part of a month, unless the statutory commercial interest or the statutory interest is higher, in which case the highest interest rate will apply. The interest on the exigible amount will be calculated from the date that the Principal is in default to the time of full payment.
- 10.4 In the event that the Principal is wound up, is declared bankrupt, is admitted to statutory composition by virtue of the Dutch (Natural Persons) Composition Act [*Wet schuldsanering natuurlijke personen*], attachment is levied against it, or is granted a suspension of payments, the User's claims vis-à-vis the Principal will become immediately due and payable.
- 10.5 Payments will first be used to cover the costs, then to cover any interest due and finally to cover the principal sum and the accrued interest.
- 10.6 The Principal will not be entitled to set-off, unless the parties have agreed on provisions to the contrary.

Article 11 Retention of title

- 11.1 All goods supplied by the User, including any designs, films, software and hardware, electronic or other files, CDs, etc., will remain the User's property until the Principal has performed all its obligations arising from the Agreements concluded with the User.
- 11.2 Software developed by the User will remain the User's exclusive property, unless other agreements have been made with the Principal in the offer in that respect. Existing software developed by third parties will not be eligible for transfer of ownership.
- 11.3 The Principal will not be entitled to pledge, sell, lease or encumber in any other way the goods covered by the retention of title, unless the parties have agreed otherwise.

- 11.4 The Principal undertakes to insure and keep insured the goods supplied under retention of title against fire, explosion and water damage and against theft, and to allow inspection of the insurance policy in question at the User's first request.
- 11.5 The Principal will not be permitted to export the goods supplied by the User to countries that do not belong to the European Union without the User's prior written permission.
- 11.6 In the event that third parties levy attachment on goods supplied subject to the retention of title or wish to create or enforce rights with respect to same, the Principal will be obliged to inform the User thereof as soon as may reasonably be expected.
- 11.7 Should the User wish to exercise its proprietary rights as referred to in this Article, the Principal hereby grants the User or any third parties to be designated by the User its unconditional and irrevocable permission to enter those places where the User's goods are located and to recover those goods.

Article 12 Collection costs

- 12.1 In the event that the Principal is in default or breach of contract regarding the performance or timely performance of its obligations, all reasonable costs incurred in obtaining payment extra-judicially will be borne by the Principal. The Principal will in any case owe the User collection costs in the event of a financial claim. The collection costs will be calculated in accordance with collection rate as advised by the Netherlands Bar Association in collection matters, subject to a minimum of EUR 350.
- 12.2 If the User has incurred higher costs which were reasonably necessary, such costs will also qualify for compensation.
- 12.3 Court costs and enforcement costs will also be borne by the Principal.

Article 13 Cancellation

- 13.1 In the event that the Principal wishes to cancel the Agreement after its conclusion, it will be charged 25% of the total order price or, as appropriate, the total rent for the period agreed, subject to a maximum of one year's rent, in cancellation costs, without prejudice to the User's right to full damages, including loss of profit.
- 13.2 If, in the event of cancellation, the Principal refuses to purchase goods, such as materials, hardware and software, already acquired by the User, irrespective of whether same have been treated or processed, or pay for services provided, the Principal will be obliged to pay the User all ensuing costs.
- 13.3 In the event that an hourly or half-daily rate has been agreed, the User shall determine the agreed order price in all reasonableness in the context of this cancellation clause. For this purpose, the User shall estimate the number of hours or half-days that would have been charged if the Agreement had not been cancelled.
- 13.4 Cancellation must be effected by registered letter.

Article 14 Suspension and dissolution

14.1 The User will be entitled to suspend performance of its obligations or to dissolve the Agreement in the event that:

- the Principal fails to perform its obligations ensuing from the Agreement or fails to perform such in full;
- circumstances that have come to the User's attention following the Agreement's conclusion give it good reason to fear that the Principal will not perform its obligations; in the event that there is good reason to fear that the Principal will only perform its obligations in part or will not perform such properly, suspension will be permitted only to the extent justified by the relevant failure; and
- upon the Agreement's conclusion, the Principal was requested to provide security for the performance of its obligations arising from same Agreement and such security has not been provided or is insufficient.

14.2 In addition, the User will be entitled to dissolve the Agreement or have it dissolved if circumstances arise of such a nature that performance of the Agreement is impossible or can no longer be required pursuant to standards of fairness and reasonableness, or if any other circumstances arise of such a nature that continued unamended maintenance of the Agreement can no longer reasonably be expected.

14.3 In the event that the Agreement is dissolved, the User's claims vis-à-vis the Principal will become immediately due and payable. In the event that the User suspends the performance of its obligations, it will retain its rights and claims pursuant to the law and the Agreement.

14.4 The User reserves the right to claim damages at all times.

Article 15 Premature termination of continuing performance contract

15.1 A fixed-term agreement cannot be terminated, unless the parties have agreed otherwise in writing.

15.2 In the event that the Principal prematurely terminates an Agreement for an indefinite period of time or a fixed-term Agreement, the User will be entitled to compensation due to the resulting underuse of staff and capacity, unless the termination is due to facts and circumstances that are attributable to the User. In addition, the Principal will then be obliged to pay the invoices for work performed up to that time, the costs incurred, and the costs arising from any obligations entered into by the User with third parties for the performance of the assignment. If so agreed, the provisional results of the work performed up to that time will be conditionally made available to the Principal following the payment of the said costs.

15.3 In the event that the Agreement is prematurely terminated by the User, the User shall ensure where possible, in mutual consultation with the Principal, that the work still to be performed is transferred to third parties, unless the Agreement is terminated due to facts and circumstances that are attributable to the Principal.

Article 16 Liability

- 16.1 In the event that the User is liable, this liability will be limited to the provisions laid down in this Article.
- 16.2 Under no circumstances will the User be liable for damage ensuing from non-compliance with directions or instructions.
- 16.3 The User will not be liable for:
- deviations, faults and defects that have gone unnoticed in tests approved or corrected by the Principal;
 - for any damage to materials or goods made available to the User by the Principal and to be treated or processed by the User if the Principal has not specified the properties and the nature of the materials or goods in question upon the Agreement's conclusion at the latest;
 - indirect damage, including consequential damage, loss of profit, loss of turnover, loss of savings or any damage due to an interruption of business operations, damage or loss of data;
 - damage and costs incurred in connection with repairs and modifications to or of the goods supplied by the Principal, consumer or third party, including consultancy fees, if such were incurred without the User's written permission;
 - wrongful, improper, negligent or unprofessional use by the Principal or third parties of the good supplied;
- 16.4 Should the User be liable for damage, this liability will be limited to the amount paid by its insurer, or at least to the amount of the invoice, or to the amount corresponding with that part of the assignment to which the liability pertains.
- 16.5 The User will under no circumstances be liable for damage ensuing from any advice given. Advice will always be given on the basis of the facts and circumstances known to the User and on the basis of mutual consultations, in which respect the User will always use the Principal's intention as a guideline and starting point.
- 16.6 Any claims for damages must be submitted to the User in writing immediately after the damage has occurred.
- 16.7 The limitations of liability for damage laid down in these General Terms and Conditions will not apply if the damage is attributable to an intentional act or omission or gross negligence on the User's part or on that of its employees.

Article 17 Warranty

- 17.1 The software and hardware produced and supplied by the User meet the technical requirements and specifications set by Dutch law.
- 17.2 The User will not issue any warranties for goods manufactured by third parties. If the manufacturer has issued a warranty, the Principal must approach the manufacturer directly.

- 17.3 The User will issue a six-month warranty with respect to hardware produced by the User following its delivery to the consumer, and it will issue a three-month guarantee with respect to software developed by the User following its delivery to the consumer, on the understanding that the Principal, as the broker, must sell the hardware & software on to the consumer within six months of receiving same, unless the parties have agreed otherwise, for instance in a Service Level Agreement.
- 17.4 The User will issue a one-month warranty with respect to installation work, effective from the date on which the installation work is performed. This warranty will lapse if the Principal makes modifications with respect to the system.
- 17.5 This warranty will be limited to:
- defects in the work or the goods supplied, and will therefore not cover damage resulting from improper or inexperienced use; and
 - supplies to Principals or buyers within the Netherlands.
- 17.6 This warranty will lapse:
- in the event that the goods supplied are sold on, unless the parties have explicitly agreed otherwise;
 - in the event that modifications, changes or repairs are performed with respect to the goods supplied by the Principal or a third party; and
 - in the event that the Principal has not acted in accordance with the operating instructions.
- 17.7 As long as the Principal or buyer fails to perform its obligations arising from the Agreements concluded between the parties, it cannot invoke this warranty provision.

Article 18 Indemnification

- 18.1 The Principal shall indemnify the User against any claims of third parties relating to intellectual property rights and user fees with respect to materials, goods, reports, documents, designs, video and audio materials, photos, logos and data carriers, such as CDs, videos, DVDs, MP3s, software or other data made available by the Principal and used for purposes of the Agreement's performance.
- 18.2 In the event that the Principal has provided the User with data carriers, electronic files, software, etc., the Principal must guarantee that same are free of viruses and defects.

Article 19 Passage of risk

- 19.1 The Principal must take delivery or possession of the hardware and/or software to be supplied immediately after they have become available. In the event that the goods are available to the Principal or are offered to the Principal for delivery but are not taken possession of, for whatever reason, delivery will be effected by means of a written notification from the User to the Principal.
- 19.2 In the event that the Principal refuses to take delivery of the goods, the User's claims vis-à-vis the Principal, including any transport and storage costs, will become immediately due and payable.

- 19.3 The risk of loss or theft of or damage to the goods that are the subject of the Agreement will pass to the Principal at the time the goods in question are legally and/or actually delivered to the Principal and have thus come under the Principal's control or that of a third party designated by the Principal, or at the time that the goods are ready for delivery, after the Principal has been informed of that circumstance in writing.
- 19.4 The dispatch or transport by a third party of the assignment performed or the goods sold will be at the Principal's expense and risk. The Principal will be responsible for taking out transport insurance.
- 19.5 In the event that the User undertakes to transport the assignment performed or the goods purchased itself, this will be at the Principal's expense but for the User's risk.

Article 20 Force majeure

- 20.1 The parties will not be obliged to perform any obligation if they are prevented from doing so as a consequence of a circumstance for which they cannot be blamed, and which is not for their account pursuant to the law, a juristic act or generally accepted practice.
- 20.2 In these General Terms and Conditions, the term '*force majeure*' will be taken to mean – in addition to its definition in law and legal precedent – all external causes, foreseen or unforeseen, which the User cannot influence, but as a result of which the User is unable to perform its obligations. This will include strikes in the User's company as well as power and computer failures, unless the parties have agreed otherwise.
- 20.3 In addition, the User will be entitled to invoke *force majeure* if the circumstance preventing performance, or further performance, arises after the User should have performed its obligations.
- 20.4 The parties may suspend the obligations ensuing from the Agreement during the period that the *force majeure* continues. In the event that this period lasts longer than two months, either party will be entitled to dissolve the Agreement without being obliged to pay the other party damages.
- 20.5 In so far as the User has partly performed or will be able to partly perform its obligations arising from the Agreement at the time when the situation of *force majeure* occurs, and that part performed or to be performed is of independent value, the User will be entitled to invoice the part performed or to be performed separately.

Article 21 Secrecy and privacy

- 21.1 The parties will be obliged to observe secrecy with respect to all confidential information that they may have obtained from one another or from another source within the context of the Agreement. Information must be deemed to be confidential if the other party states that it is or if such follows from the nature of the information.
- 21.2 In the event that the User is obliged pursuant to a statutory provision or a judicial decision to provide third parties designated by law or by the competent court with confidential information and the User is unable to invoke a right to decline to give

information acknowledged or allowed by law or by the competent court, the User will not be obliged to compensate the other party or pay it damages and the Principal will not be entitled to dissolve the Agreement on the basis of any damage that may have arisen as a consequence.

- 21.3 The Principal shall indemnify the User against claims instituted by persons whose personal data have been registered or are processed in the context of the registration of persons, which data are held by the Principal or for which the Principal is responsible in another way pursuant to the law, unless the Principal proves that the facts underlying the relevant claim are exclusively attributable to the User.
- 21.4 The User shall comply with the obligations resting with it in its capacity as the processor pursuant to laws on the processing of personal data. The User shall ensure that sufficient technical and organisational measures are taken to secure the personal and other data against loss and any form of wrongful processing.
- 21.5 The Principal guarantees that all statutory regulations regarding the processing of personal data, including the regulations ensuing from the Dutch Personal Data Protection Act [*Wet Bescherming Persoonsgegevens*], will be strictly observed and that all required registrations have been effected and all permits required to be allowed to process personal data have been obtained. The Principal shall provide the User with all requested information in that context forthwith, in writing.

Article 22 Intellectual property and copyrights

- 22.1 Without prejudice to the provisions of these General Terms and Conditions, the User will retain the rights and powers vested in it pursuant to intellectual property law.
- 22.2 All documents made available by the User, such as reports, recommendations, agreements, designs, video and audio material, photos, logos, software, websites, data files and data carriers, such as CDs, videos, DVDs, software, etc., will be exclusively intended to be used by the Principal and may not be multiplied, sold on, rented out, processed, copied, reproduced, published or disclosed to third parties without the User's prior permission, unless the contrary ensues from the nature of the documents made available.
- 22.3 The User will retain the right to use any knowledge acquired pursuant to the performance of the work for other purposes, to the extent that this does not involve disclosing any confidential information to third parties.

Article 23 Licensing agreement

- 23.1 In the event that a licensing agreement is concluded, these Terms and Conditions will apply to that licensing agreement, except in cases where the licensing agreement deviates herefrom.
- 23.2 In addition to these Terms and Conditions, the licensing terms and conditions will apply to the licensing agreement. The licensing terms and conditions will be attached to the licensing agreement.

Article 24 Outplacement of an employee

- 24.1 If the Principal wishes to engage one of the User's employees, it must so inform the User in good time, so that the User may take this into account in its schedule. In that event, the Principal must state the number of hours that it wishes to make use of the relevant employee's services.
- 24.2 The Principal will be charged separately for costs of engaging an employee and that employee's travelling time, on the basis of a fixed hourly rate.
- 24.3 It is only possible to engage an employee for one or more periods of four consecutive hours. Even if an employee works less than four hours during a four-hour period, the User will be entitled to charge the Principal for four hours.
- 24.4 The employee will perform the Principal's assignment to the best of his or her knowledge and ability in accordance with the requirements of good workmanship, for the Principal's account and risk.
- 24.5 The employee will perform the Principal's assignments on normal working days and under normal circumstances. Normal working days will be understood to mean: all workable working days from 8 a.m. to 6 p.m., with the exception of: Saturdays, Sundays and working time reduction [ATV] days, public, local and national holidays, as well as any non-working days imposed by government authorities.
- 24.6 The employee will perform the assignment and comply with the instructions given by the Principal provided that same have been communicated to him or her in time and are necessary for the performance of the assignment.
- 24.7 In the event of a difference of opinion between the Principal and the employee regarding the performance of the assignment or in the event that the employee reports sick, the Principal must inform the User of that fact immediately. If necessary, the User will provide a replacement.

Article 25 SPECIAL TERMS AND CONDITIONS GOVERNING THE PROVISION OF SERVICES

Article I Provision of services

The User shall perform its provision of services, such as installation work, software development, selection of equipment, advice, support and maintenance with due care, where appropriate in accordance with the written agreements with the Principal and the procedures agreed with the Principal and laid down in writing.

Article II Use of equipment

The parties may agree on a service contract for the equipment supplied. If the parties have not agreed on a service contract, the User will charge the Principal for the costs of repairs, modifications, maintenance, transport and call-out.

Article III Software development

- III.1 The parties shall specify in writing which software will be developed and in what manner such development will take place. The User shall carry out its software development activities with due care on the basis of the information provided by the Principal.
- III.2 The User shall deliver the software to be developed to the Principal in accordance with the specifications laid down in writing. The delivery will be completed after the software has been made available to the Principal or, if so agreed, following the software's installation at the Principal.
- III.3 Following its delivery, the software will be deemed to have been accepted. If an acceptance test has been agreed between the parties in writing, the software will be deemed to have been accepted following acceptance by the Principal, or 14 days after delivery if the Principal has not notified the User of any defects in writing, or after any reported defects have been repaired.
- III.4 If a written agreement between the parties provides for the Principal's acceptance of the software, the Principal will be entitled to test the software for 14 days after delivery, unless another period is stated in the relevant agreement.
- III.5 In the event that it is revealed during the acceptance test that defects in the software obstruct the progress of the acceptance test, the Principal shall so inform the User in writing and in detail, in which case the 14-day testing period will be interrupted until the software essentially functions in accordance with the specifications laid down in writing.
- III.6 During a three-month period following acceptance, the User shall repair any defects to the best of its ability if the software fails to meet the written specifications. The User does not warrant that the software will work without interruption or defects, or that all defects will be repaired. Defects will be repaired free of charge only if the software was developed for a fixed price, unless the Principal has made incorrect use of the software or the defects have occurred for other reasons that cannot be attributed to the User, or the defects could have been discovered during the acceptance test. The recovery of any lost data will not be covered by the warranty. The warranty will not apply if the software was modified by parties other than the User.

Article IV Use of the software

- IV.1 The User will grant the Principal solely a non-exclusive right to use the software.
- IV.2 The Principal will be permitted to make no more than two copies of the software for security purposes, unless the parties have agreed otherwise. The Principal shall refrain from using these copies, except to replace the original material in the event that it has become useless, and these copies must at all times bear the same labels and indications as the original material, and must state the word 'copy'.
- IV.3 If a maintenance agreement has been concluded with respect to the software or a user fee has been agreed which includes maintenance, the Principal shall report any defects discovered in the software to the User in accordance with the User's usual procedures.

Following receipt of such a report, the User shall repair any defects to the best of its ability if the software fails to meet the written specifications. The User does not warrant that the software will work without interruption or defects or that all defects will be repaired.

- IV.4 The User may charge the Principal for the costs of the repairs if the Principal has made incorrect use of the software or the defects have occurred for other reasons that cannot be attributed to the User or if the software has been modified or maintained by parties other than the User. The recovery of any lost data will not be covered by the maintenance service.
- IV.5 If a maintenance agreement has been concluded, the User shall provide the Principal with improved versions of the software when these become available. Three months after such an improved version has been made available, the User will no longer be obliged to repair any defects occurring in the old version. The User may charge a fee for the provision of a version featuring new options and functions.
- IV.6 If one of the User's suppliers grants the Principal a right to use software subject to the provisions of its user or licensing agreement, or if maintenance is performed in accordance with the provisions of the supplier's maintenance agreement, the provisions of those agreements will apply. The Principal will accept the said provisions laid down in agreements imposed by the User's suppliers. The User shall inform the Principal of any such agreements upon request.

Article 26 SPECIAL PROVISIONS REGARDING THE SERVICE CONTRACT

A Subject of the contract

With due observance of the provisions below, the User shall service all the equipment mentioned in the service contract.

B Warranty provisions

If any defects are discovered in the software supplied within the warranty period, the User shall remedy same by supplying new software. This will not include the costs of a possible reinstallation of software. The warranty period with respect to the software supplied will be three months following the invoice date, unless provisions to the contrary have been agreed.

The User shall repair any defects discovered in the hardware within the warranty period, free of charge. The warranty period with respect to the hardware supplied will be six months following the invoice date, unless provisions to the contrary have been agreed.

C Software servicing

Helpdesk: The User will handle any questions with respect to the software specified in the service contract by telephone or by email. Questions will be answered within a reasonable period of time. In the event of problems with the software supplied, the User shall contact the Principal within three working days of such problems being reported by telephone or email in order to arrive at a solution, unless the parties have agreed otherwise.

Software back-up: The User shall keep a back-up in stock of the software used by the Principal, to be used in the event of malfunctions or failures.

Maintenance releases and updates of the software versions specified in the service contract will be made available free of charge. The installation of the said releases is not covered by this service contract.

D Hardware servicing

Workshop repairs: The User shall repair any defects in the equipment reported by the Principal. The Principal will be charged separately for the costs of these repairs, i.e. the costs of labour, materials and shipping.

Replacement parts: If the repairs of the equipment provided for in the service contract are to take longer than three weeks, the User shall provide the Principal with a replacement.

Spare parts: Where appropriate, the User shall provide spare parts to enable the Principal to perform simple repairs and other work.

E Exclusions

Work and/or repairs not resulting from defects in the equipment will not be included in the service contract and will be charged to the Principal separately, on the terms and at the rates usually applied by the User.

This will be the case:

- in the event of negligent or incorrect use, a failure to act or lack of due care and attention, rough handling, an intentional act or omission, vandalism, repairs or other work performed with respect to the equipment by parties other than the User's employees, or a failure to correctly comply with the User's instructions;
- in the event of climatic or meteorological influences, such as storm damage, damage caused by lightning, fire, frost damage, explosions, damage caused by the equipment falling, collapse, theft or loss, acts of war or equivalent causes;
- in the event of humidity, water damage, hazardous vapours or gases, influence of temperature, contamination by sand or dust, etc., or corrosion by acids;
- in the event of power failures, incorrect voltage, voltage failures, moving the equipment or any other changes with respect to the equipment;
- in the event of changes, modifications, connections of auxiliary or peripheral equipment or moving of the equipment desired by the Principal;
- for the placement of parts which can easily be performed by the Principal, such as replacing batteries and light bulbs;
- in the event of computer viruses and damage caused by third-party software; and
- in the event of changes with respect to the configuration and/or the programme settings by parties other than the User's service staff.

F Rates and payment

The service contract is based on the cost prices that currently apply. In the event of cost-price changes exceeding 5% during this contract's term, the User reserves the right to adjust the costs ensuing from the service contract, to the extent not prohibited by law, accordingly.

If the composition of the equipment is changed, the contract will be modified accordingly.

The Principal will be charged for the costs ensuing from the service contract at the end of the contract year or, where appropriate, at the beginning of a new contract year.

The payments must be made within 30 days of the invoice date without applying any deduction, compensation or deferral and the User incurring any costs.

G The service contract's term

The service contract will be concluded for a three-year period, starting on the date of the signing of the contract, unless the parties have agreed otherwise.

After the end of the contract year, the service contract will be tacitly renewed by one year, unless either party terminates the contract at least a three months before the beginning of the new contract year. Termination must be effected by registered letter.

H Premature termination

Either party will be entitled to fully or partially dissolve or suspend the service contract with immediate effect by registered letter, without any notice of default or judicial intervention being required, and without any obligation to pay damages arising on its part, in the following events:

- if the other party does not perform one or more of its obligations ensuing from the service contract, or does not perform such properly or in time (breach of contract);
- if the other party applies for a suspension of payments, it is declared bankrupt, it is admitted to statutory composition pursuant to the Dutch Natural Persons Composition Act [*Wet schuldsanering natuurlijke personen*], or the other party's company is wound up or discontinued.

I General Terms and Conditions of Use and Maintenance

The Principal shall make the equipment and the peripheral equipment attached or connected to same available to the User's employees for maintenance.

The Principal shall ensure that the maintenance work can be performed without interruption and shall render the necessary cooperation and provide the necessary facilities to the User free of charge for this purpose.

The User will assume that the facilities and assistance necessary to gain access to built-in or high-placed equipment or equipment that is difficult to reach for another reason will be immediately available, or that such facilities and assistance will be provided by the Principal within half an hour.

The Principal will be charged separately for any increase in the maintenance work, caused by any non-compliance with these Terms and Conditions and provisions by the Principal or any delays attributable to the Principal or lack of response upon calling, with due observance of the provisions of Article 27.

J Liability

In performing the maintenance work, the User will accept liability for personal injuries or damage to the equipment or the Principal's or third parties' property, to the extent that the injury or damage has arisen during the aforementioned work and has resulted from negligence, lack of due care or inappropriate actions on the part of persons engaged by the User in the performance of preventive maintenance, on the understanding that the User's liability will be limited to the amount paid out by the User's insurer per event. In the event of loss of or damage to information carriers, the costs of reproducing the lost information will not qualify for compensation.

The User will not be liable for any other forms of direct and indirect damage, including interruptions of business operations. The Principal shall indemnify the User against any claims from third parties in that respect.

K General

Changes or supplements to the service contract will only apply to the extent agreed in writing.

Without the User's written permission, the Principal may not transfer any rights or obligations ensuing from the service contract to one or more third parties.

FINAL PROVISIONS OF GENERAL AND SPECIAL TERMS AND CONDITIONS

Article 27 Translations of these Terms and Conditions

The Dutch-language version of these Terms and Conditions is the only authentic version. In the event of any discrepancy between the Dutch text and a translation, the Dutch text will prevail.

Article 28 Disputes

All disputes arising from the Agreement concluded between the parties will be settled in the first instance by the District Court of Rotterdam, the Netherlands. Nevertheless, the User will be entitled to submit the dispute to an arbitration board or to the competent court according to the law.

Article 29 Applicable law

All Agreements between the User and the Principal will be governed by Dutch law.

Article 30 Filing of these Terms and Conditions

These Terms and Conditions have been filed at the offices of the Rotterdam Chamber of Commerce and Industry under number 24335296.