

GENERAL CONDITIONS, SRC SYSTEM INTEGRATORS BV

General terms and conditions of delivery and payment of SRC System Integrators BV, hereinafter referred to as SRC, registered at the Chamber of Commerce (Kamer van Koophandel) under number 37079240. These conditions apply from January 1st 2016 and replace the previous general conditions of SRC dated December 2001.

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Article 1. Definitions

1. Connection: the possibility for the Customer to make use, via a link that is suitable for the purpose, of one or more of SRC's online Services.
2. Subscription: Agreement that gives a right to the use of a Service from SRC for a defined period of time, and within the limits of what is offered in accordance with the present Agreement.
3. Equipment: hardware, or, the computer system consisting of the central processing unit (CPU) and related equipment on which the Software runs.
4. Documentation: the description of functionality and usage possibilities, provided by SRC.
5. Information: data provided by the Customer to SRC in connection with the implementation of the Agreement, including but not restricted to company data, transaction data, personal data and relevant data of third parties. Such data are and remain the exclusive property of the Customer or the third party.
6. Customer: the (natural) legal person with whom the Agreement regarding the supply of Software and/or Services of SRC is concluded.
7. Agreement: every mutual acceptance, whether recorded in writing and/or confirmed by email, concerning supplies by SRC to the Customer.
8. Parties: SRC and Customer jointly.
9. Services: services of SRC, for the delivery of which the Customer can take out a Subscription or enter into an Agreement.

10. Software: computer software that runs on equipment, including bug fixes, updates, upgrades, new releases, new versions and Documentation.

Article 2. Applicability

1. These general conditions are applicable to all quotations, Agreements and supplies of Software and Services, in any form whatsoever, from SRC to the Customer.
 2. In the event of a conflict between provisions, the following ranking is applicable: 1. the Agreement, 2. the quotation, 3. the general conditions.
 3. All quotations are without obligation, unless otherwise specified in the quotation.
 4. Supplements to and/or amendments to the Agreement are valid from the moment at which these have been accepted by the Parties, either by means of a supplementary or amended agreement in writing or via email.
 5. SRC is authorised to introduce amendments to these conditions. SRC will send the amended conditions to the Customer at least two months before they go into effect.
 6. Applicability of any general conditions of the Customer is rejected.
 7. Conditions in a separate letter, such as a purchase order or another document from the Customer, are only applicable if signed by the Managing Director of SRC.
 8. None of the Parties is entitled to transfer, to sell or to lease out to a third party rights and/or obligations deriving from or having connection with the Agreement without permission in writing from the other Party, with the exception of the transfer to an affiliate (company, association, partnership, joint venture, political sub-division or other entity in which one of the Parties has direct or indirect control over at least 50% of the profit or voting rights, or which is managed by a common parent company) or in connection with a merger, takeover or sale of virtually all assets, provided that, in the case of the Customer, the new or remaining organisation is not a direct competitor of SRC.
- ### **Article 3. Fees and tariffs**
1. On the grounds of the Agreement, the Customer may owe SRC the following fees, amongst other things:
 - a. monthly or annual subscription fees;
 - b. once-only or periodic fees in connection with amendment of a Subscription or the supply of Software and/or Services;
 - c. variable fees related to the actual use of a Service under a subscription;
 - d. other fees, including travel and accommodation costs.
 2. Fees are invoiced in accordance with the units and tariffs specified in the Agreement or the quotation.
 3. Activities on behalf of the Customer are carried out during office hours as specified in the Agreement or in the related Service Level Agreement (SLA). Outside these hours, the tariffs applicable at that moment are increased by an overtime surcharge as specified in the Agreement or in the price list which was supplied with the Agreement or which can be obtained from SRC.

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4. Unless otherwise specified, all tariffs are expressed in Euros and are exclusive of BTW (VAT), levies imposed by the authorities and other (administration) costs.

5. SRC reserves the right to annually index the prices without prior notification, commencing on 1st January, on the basis of the price index figure published by the Central Bureau of Statistics (CBS), for the purpose of adjusting tariffs in line with the rate of inflation.

6. SRC reserves the right to adjust prices in the event of alteration of purchasing tariffs or cost items, such as, but not exclusively, business accommodation, wage, travel and materials costs, taxes and excise duties.

7. SRC is entitled to adjust the agreed prices for supplies/services that are supplied at a date that lies at least three months after the date of notification.

8. SRC will inform the Customer about altered tariffs 60 days at the most before the date of commencement.

Article 4. Invoicing and payment

1. Software licences are invoiced for after receipt of the signed Agreement.

2. Software maintenance is invoiced for after receipt of the signed Agreement. Renewal of software maintenance is invoiced for annually in advance.

3. Services with a fixed price per item are invoiced for after receipt of the signed Agreement.

4. Services based on actual costs after delivery are invoiced for on the basis of the actual time spent weekly in arrears.

5. Fixed price projects are invoiced for 50% after receipt of the signed Agreement and 50% after project completion.

6. Fees on the grounds of a Subscription are invoiced for after receipt of the signed Agreement.

7. Overage on the grounds of a Subscription is invoiced for monthly in arrears.

8. The Customer should pay invoices within thirty (30) days of the invoice date, and in accordance with the conditions as specified in the quotation.

9. If the Customer does not pay the amounts owing within the set payment term, then SRC is entitled, without notice of default being necessary, to charge the Customer the legally permitted interest on the outstanding amount. If after notice of default has been given, the Customer persists in failing to pay the claim, the claim can be passed into the hands of a collection agency, in which case the Customer, in addition to the total amount then owing, will also be obliged to make complete reimbursement of extra-judicial and judicial costs, including all costs charged by external experts as well as the costs determined at law which pertain to the collection of this claim or of any other legal action, the height of which is set at a minimum of 15% of the total amount. Sums paid will first be applied to defray the costs, subsequently the agreed interest, and finally the principal sum and the statutory interest.

10. In the event of non-payment by the Customer, SRC is entitled to suspend its obligations deriving from the Agreement.

11. The Customer is not permitted to offset any payment obligations deriving directly or indirectly from this Agreement

against claims by the Customer on SRC, and the Customer hereby explicitly declares that he waives the right of compensation legally due to him.

Article 5. Duration and termination

1. The date of commencement and the duration of the Agreement are specified in the Agreement.

2. If the Agreement is not cancelled or ends automatically due to the elapsing of the agreed end-date, continuation takes place under the same conditions and for the duration of the extension period specified in the Agreement.

3. Each Party has the right to terminate the Agreement in writing, paying due observance to a period of notice of two (2) months prior to the lapsing of the current Agreement term, without further obligation or liability to the Other Party.

4. If a price rise of more than 15% comes into effect, then after receipt of the notification from SRC the Customer has the right, in conformity with Article 3, provision 8, to terminate the Agreement in the interim (wholly or in part), with effect from the date on which the price rise comes into force, by means of a registered letter.

5. If an Agreement which by virtue of its nature and content does not end by completion of its purpose was entered into for an indefinite period of time, it may be terminated by each of the Parties, after proper and business-like consultation and with specification of reasons, by written notice of termination. If no express period of notice of termination has been agreed between Parties, then, when terminating the Agreement, a reasonable term should be observed. Parties shall never be held liable for any damages on account of termination.

6. Each Party has the right to dissolve the Agreement if the other Party, after a proper notice of default in writing which provides as much detail as possible and by means of which a reasonable period is provided for rectifying the shortcoming, imputably fails to fulfil essential obligations deriving from the Agreement. If at the moment of the dissolution the Customer has already received supplies/services in pursuance of execution of the Agreement, these supplies/services and the payment obligation deriving from them will not be subject to cancellation, unless SRC is in default in the execution of these supplies/services. Amounts that SRC has invoiced for before the dissolution in connection with what has already been performed or delivered in pursuance of the execution of the Agreement shall, subject to the provisions in the preceding sentence, continue to be owed in full and become immediately payable at the moment of the dissolution.

7. After the completion or upon termination of the Agreement, all rights conferred on the Customer end immediately, and the Customer shall, with immediate effect, cease accessing the Service and pay all outstanding amounts owing until the end date of the Agreement, unless the Agreement was terminated as a consequence of an culpable deficiency on the part of SRC in relation to this Agreement.

8. The termination of the Agreement by one of the Parties shall be without prejudice to any other rights which the Parties legally have.

9. After completion or termination of the Agreement, SRC shall, upon request and at the Customer's expense, provide support in necessary mapping, conversion or migration of data

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within the context of transferring the Customer's data that is present at SRC to the Customer or to third-party service providers at the Customer's request.

Article 6. Software

1. Rights of use

a. SRC grants the Customer the non-exclusive, revocable right to use the Software specified in the Agreement. In the case of supplying third-party Software, accompanying licence conditions are applicable. Upon request, SRC will send these conditions to the Customer.

b. The Customer uses the Software exclusively within its own organisation on the processing unit and for a definite number or type of users or connections for which the right of use was granted, and as specified in the Agreement. The processing unit on which the Software is first used by the Customer and the number of connections or users that are connected at the moment of first use on that processing unit shall apply as being the processing unit and number of connections or users for which the right of use was granted, unless otherwise specified in the Agreement.

c. The right of use is not transferable and/or sublicenseable. The Customer is therefore not permitted to sell, to lease out, to sublicense, to dispose of or to grant limited rights concerning or to make available the Software or the data carriers on which this is recorded, in any way or for whatsoever purpose, to a third party, not even if the third party concerned exclusively uses the Software on the Customer's behalf.

d. The Customer will not alter the Software other than within the context of correcting errors, in which case the written permission of SRC is required, nor use it within the framework of processing data on behalf of third parties or timesharing. The source code of the Software and the technical documentation drawn up during the development of the Software will not be made available to the Customer.

e. The Customer should immediately notify SRC of defects which occur in the Software. After notification, SRC will take such measures as will enable a rapid recovery. In order to enable SRC to fulfil its maintenance obligations, the Customer shall adequately document defects which have occurred in the Software. If necessary for the execution of the maintenance, the Customer shall make available to SRC the computer system or a part thereof, at reasonable times and during reasonable time intervals, without cost to SRC.

f. Taking the Software out of use, wholly or in part, by (action on the part of) the Customer, does not discharge the Customer from his obligations deriving from this Agreement.

2. Maintenance

a. If a separate maintenance agreement has been concluded for the Software, or if maintenance is included in the user fees for the Software, the Customer shall notify SRC of ascertained errors in the Software, in detail. After receipt of the notification, SRC shall, to the best of its ability, attempt to rectify errors within the meaning of Article 6.1.e and/or introduce improvements in later new releases or versions of the Software. Depending on the urgency, the results will be made available to the Customer in the manner and within the time period to be determined by SRC. SRC is entitled to introduce temporary

solutions or program bypasses or problem-avoiding restrictions to the Software.

b. SRC does not guarantee that the Software will work without interruptions or errors, or that all errors will be improved.

c. SRC can charge its tariffs applicable at that moment, and for its costs of repair, if there is a question of user errors, injudicious usage or if the Software has been altered by persons/companies other than SRC, or for other causes that cannot be imputed to SRC. Restoration of mutilated or lost data does not fall within the scope of maintenance.

d. If a maintenance agreement has been concluded, SRC will make improved releases or versions of the Software available to the Customer as they become available. Three months after an improved release or version has been made available, SRC will no longer be obliged to repair any errors in the old version, nor to provide support in relation to the old version concerned. For the purpose of making available a version with new possibilities and functions, SRC may require that the Customer enter into a new Agreement with SRC and that a new fee be charged for the use of that new version.

e. If the Customer did not enter into a maintenance agreement at the same time as entering into the Agreement for making the Software available, the Customer cannot require SRC to enter into a maintenance agreement at a later moment.

f. SRC is not obliged to perform maintenance or provide support in relation to Software that it has provided, which, without SRC's permission, has been altered or supplemented by the Customer or has been maintained by third parties on the Customer's behalf, without prior permission from SRC. The Customer will be charged for any maintenance activities that are to be further agreed on as a consequence of alterations and/or supplementations effected by the Customer, such charges to be calculated on the basis of the hourly tariff applicable at that time.

Article 7. Services

1. SRC will, to the best of its ability, make efforts to provide Services in accordance with the agreed and recorded agreements, procedures and specifications.

2. If it has been agreed that the provision of Services shall take place in phases, SRC is entitled to delay commencement of the activities which belong to a subsequent phase until the Customer has approved the results of the preceding phase in writing.

3. Only if this has been expressly agreed in writing is SRC required to follow timely and responsibly-issued instructions from the Customer in the provision of Services. SRC is not obliged to follow instructions which alter or supplement the scale of the agreed Services; if however such instructions are followed, the activities concerned will be reimbursed in accordance with the usual tariffs applicable at that moment.

4. If the Services Agreement has been entered into with an eye to the services being carried out by a certain person, SRC shall at all times be entitled to replace this person with one or more other persons with the same qualifications.

5. SRC will carefully carry out the Services on the basis of the data provided by the Customer, the accuracy, completeness and consistency of which are vouched for by the Customer.

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6. SRC is entitled, but not obliged, to investigate the accuracy, completeness or consistency of the data or specifications which have been made available and, in the event of possible defects being ascertained, to suspend the agreed activities until the Customer has remedied/removed the defects concerned.

7. The Customer accepts that Services or the expected time of delivery or completion, and the mutual responsibilities of the Parties, may also be influenced for whatsoever reason.

Article 8. Subscriptions

1. The Customer may take out a Subscription for various Services of SRC. Services are performed or made available in accordance with the specifications in the Agreement.

2. With due observance of the provisions laid down in these general conditions, SRC is responsible for the infrastructure for the purpose of providing the Services for which a Subscription has been taken out, whether or not via third parties, unless it has been otherwise agreed. SRC makes the necessary efforts to adequately operate and maintain the necessary equipment, to guarantee system security and operational processes so as to safeguard the Customer's data, and to be able to carry out disaster recovery procedures in accordance with industrial branch guidelines and procedures that are generally applicable for this purpose.

3. SRC reserves the right to adjust Services for which a Subscription has been taken out, in a reasonable manner in accordance with its own insight, as long as the Customer has been informed of this thirty (30) days in advance and as long as the Customer is not charged any extra fees for this.

Article 9. Acceptance

1. If an acceptance test has been agreed in writing, the test period amounts to fourteen days following delivery of the Software and/or Services. During the test period, the Customer is not permitted to use the Software and/or Services for production or for operational purposes.

2. Software and/or Services are held to be accepted:

a. if no acceptance test has been agreed between the Parties: at the time of delivery or, if an installation to be carried out by SRC has been agreed on in writing, upon the completion of the installation, or

b. if an acceptance test has been agreed in writing between the Parties: on the first day after the test period, or

c. if SRC receives a test report *before* the end of the test period: at the moment at which the errors specified in that test report have been rectified, irrespective of the presence of defects which do not prevent acceptance.

d. In derogation of the above stipulations, if the Customer makes any use of Software and/or Services for productive or operational purposes *before* the moment of acceptance, then the Software and/or Services are held to be already fully accepted from the time of commencement of that use.

3. If during the execution of the agreed acceptance test it emerges that the Software and/or Services contain errors which obstruct the progress of the acceptance test, then the Customer is to provide SRC with detailed information about this in writing, in which case the test period is interrupted until the

Software has been adapted in such a way that this obstruction has been removed.

4. If during the execution of the agreed acceptance test it emerges that the Software contains errors, then, on the final day of the test period at the latest, the Customer will inform SRC about the errors by means of a detailed test report in writing. SRC will, to the best of its ability, make efforts to repair the reported faults within a reasonable period, in the course of which SRC is entitled to introduce temporary solutions or program bypasses or problem-avoiding restrictions to the Software.

5. Acceptance may not be withheld on grounds other than those connected with the specifications expressly agreed between the Parties, and furthermore, not on account of the existence of minor errors, these being errors which do not reasonably prevent the Software and/or Services being made operational, irrespective of SRC's obligation to rectify these minor errors within the framework of the guarantee, if applicable.

6. If the testing and completion is carried out in phases and/or components, then, with due observance of the provisions in Article 7 under section 2, the non-acceptance of a certain phase and/or component(s) shall be without prejudice to a possible acceptance of a preceding phase and/or other component.

Article 10. Help desk

The Customer can reach SRC's Help desk via email and telephonically, in order, amongst other things, to request answers to questions and to request support in the resolution of problems deriving from (the use of) the Services of SRC. Contact data, opening times and working methods are specified in the Agreement or in the related Service Level Agreement (SLA).

Article 11. Guarantee

1. During a period of three months following completion or, if an acceptance test has been agreed between the Parties, three months after acceptance, SRC will, to the best of its ability, rectify any errors in the Software and/or Services, (this will only apply if the Software substantially fails to comply with the functional specifications expressly agreed in writing between the Parties and if these errors are reproducible), on condition that these errors are reported by the Customer to SRC within the period and on condition that the error has been demonstrated by, amongst other things, a detailed written description. SRC does not guarantee that the Software and/or Services will work without interruptions or errors, or that all errors will be (capable of being) improved. SRC can charge its tariffs applicable at that moment, and for its costs of repair, if there is a question of user errors or injudicious usage on the part of the Customer, or if the errors could have been ascertained by the Customer during the execution of the agreed acceptance test, or in the event of other causes that cannot be imputed to SRC. Restoration of mutilated or lost data does not come under the guarantee.

2. The guarantee obligation becomes null and void if the Customer, without written permission from SRC, introduces alterations to the Software and/or Services, or causes them to be introduced.

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3. SRC is entitled to apply temporary solutions or program bypasses or problem-avoiding restrictions to the Software and/or Services.
4. After the expiration of the guarantee period, SRC is not obliged to repair any errors in the Software and/or Services, unless a maintenance agreement has been concluded between the Parties which includes such repair, with due observance paid to the stipulations in Article 6 under section 2.
5. Any right of recourse on the part of the Customer and accountability on the part of SRC relates exclusively to the correct operation of the Software and/or Services. If SRC cannot guarantee these or rectify them, then SRC will compensate the Customer up to the amount of the fees paid to SRC which relate to those components of the Service which are not working correctly. The limited guarantee specified here is exclusive and replaces all other established or tacit guarantees, including but not restricted to the implied warranties of merchantability, effective application, property and non-infringement and quality of service provision.
6. The Customer uses information and data from the Software and/or Services entirely at his own risk, and SRC excludes any guarantee as regards the accuracy or quality of the information acquired or supplied within the framework of the use of the Software and/or Services.
7. The Customer hereby guarantees and confirms that he will comply with all applicable laws.
8. The Customer furthermore guarantees that it will neither deliberately nor carelessly use the Software and/or Service (i), nor permit or assist others to use them for a purpose other than that for which they are intended, and will use them exclusively in accordance with the Agreement and these general conditions, (ii) nor use them in such a way that usage by other users is disrupted, nor (iii) alter, disrupt or adapt them in any other way. If one of the above-mentioned situations occurs, SRC is entirely absolved of any liability or obligation, including the guarantee obligations deriving from the Services supplied to the Customer.
9. The Customer agrees (i) to be solely responsibility for the collection, entry and processing of all of the Customer's data connected with the use of the Service, and (ii) will not include any data which actually or potentially infringes upon, or misuses, copyrights, trade secrets, trademarks or any other intellectual property rights of SRC or of third parties, nor include anything which is obscene, defamatory, wounding, insulting or of malicious origin.

Article 12. Confidentiality and privacy

1. The Parties warrant that all written, oral, visual, electronic information, or information received in any other way from or on behalf of the other Party, shall be treated with care, with at least the same degree of care as their own information of a similar meaning.
2. The Parties will exclusively use received information in pursuance of the performance of the Agreement. If permission for the use is withdrawn, compliance with the Agreement is not possible.
3. In mutual consultation, the Parties can agree to issue a press release about the relationship of the Parties by virtue of an Agreement.

4. The Customer guarantees to SRC that if it provides information concerning third parties to SRC, it does have the right and the authority to provide this Information to SRC for the purposes of this Agreement.
5. SRC collects personal details from the Customer in order to approach and to inform (employees of) the Customer about developments within and concerning SRC's range and in the context of the supplies to the Customer. Processing of personal details by SRC takes place in accordance with applicable legislation and regulations in the sphere of privacy. The way in which SRC processes and protects the Customer's personal details is described in SRC's privacy statement, which is available from SRC.

Article 13. Storage, back-up and restoration of data

1. SRC guarantees for the duration of the Agreement that it will employ reasonable and suitable technical and organisational security measures for the protection of the Information against accidental or unlawful destruction, loss, alteration or unpermitted disclosure or access. SRC is not obliged to offer the Customer greater care against damage, unpermitted access or disclosure than that which SRC itself exercises to protect its own data of a similar nature.
2. The Information obtained is stored in a secure information system. The Information shall not be made available to third parties in any way whatsoever. The Information shall not be lent out, hired out or sold, nor publicised in another manner, unless otherwise agreed in writing between SRC and the Customer or its partner.
3. If in the event of calamities the Customer should (temporarily) go over to using other Equipment, SRC will provide a valid authorisation code within twenty-four hours following notification.
4. If machine-readable files are lost, destroyed or harmed due to actions on the part of SRC, then SRC will make extreme efforts to restore a previous version of the files from SRC's back-up media. If SRC is not able to restore the Customer's files, SRC will carry out recovery with the aid of machine-readable source data to be provided by the Customer. If, despite the above-mentioned efforts on the part of SRC, files cannot be restored, SRC cannot be held liable for this.

Article 14. Co-operation and responsibility of Customer

1. To enable the proper implementation of the Agreement, the Customer shall always provide SRC, in a timely manner, with useful and necessary data or particulars and lend all co-operation.
2. If it has been agreed that the Customer will make available to SRC data, materials or provide system access, these will comply with the technical specifications as described by or provided by or retrievable from SRC, including but not restricted to the configuration of the communication software, data generation or interpretation, in accordance with standard formats and protocols.
3. If data that are necessary for the execution of the Agreement are not at the disposal of SRC, not at SRC's disposal in a timely manner or not in accordance with the agreements, or if in some other way the Customer does not comply with his

obligations, then SRC, after sending a written reminder in which another reasonable term is granted for the provision of the necessary data, has the right to suspend the execution of the Agreement and to charge for the costs that have been incurred as a consequence, in accordance with the usual tariffs applicable at that moment.

4. If employees of SRC carry out activities at the Customer's location, then the Customer will provide the necessary facilities, at its own expense. The Customer will indemnify SRC against the claims of third parties, including employees of SRC, who suffer harm during the execution of the Agreement which is the consequence of actions or failure to act on the part of the Customer or is due to unsafe situations in its organisation.

5. The Customer is responsible for:

- a. use and application of the products supplied by SRC within his organisation, in compliance with applicable legislation and with guidelines for use supplied by SRC to the Customer;
- b. monitoring and security procedures and adequate system management;
- c. the use of user accounts, the protection of passwords and the supply and maintenance of all user data for access to and use of the online Service by employees of the Customer. The Customer will use unique passwords which are not obvious, and regularly alter them. As soon as the Customer knows or suspects that the log-in data and passwords are no longer secret or that there is a question of misuse of the user account, the Customer must inform SRC of this without delay and take the necessary measures to prevent unauthorised access;
- d. infrastructure and costs that are connected with the Customer's links to the Internet and other telecommunications networks.

Article 15. Property and rights

1. All supplies to the Customer remain the property of SRC, until all amounts have been paid that the Customer, under the Agreement, owes to SRC for the supplies. Rights are always granted to the Customer, or as the case may be, assigned to the Customer on the condition the Customer makes the agreed payments for this, in full and in a timely manner.
2. The Customer acknowledges and agrees that, unless it is expressly otherwise specified in the Agreement, SRC has all rights to, claims upon and interests in and on the goods supplied.
3. The Customer acknowledges that he will acquire no rights, claims or interests in the goods supplied or in a part thereof, nor in Software and/or Services that are used to effect supply, nor in any copyright, intellectual property rights or derived work, such as a revision, modification, translation, expansion or compilation or any other form that can be altered, converted, included or adjusted, and which infringe the intellectual property rights of SRC or a relevant third Party.
4. All specifications, documentation, Software, Services and related materials used or developed by SRC, or supplied by SRC to the Customer, are and remain the exclusive property of SRC.
5. SRC reserves all rights that are not explicitly granted to the Customer in this Agreement.

Article 16. Intellectual or industrial property rights

1. All intellectual property rights on all goods supplied by SRC to the Customer under the Agreement and/or other materials such as analyses, designs, documentation, reports, quotations, as well as material preparatory thereto, are vested exclusively in SRC, unless it has been otherwise agreed in writing. The Customer only receives rights of usage and competences which are expressly allocated by these conditions or in some other manner.
2. The Customer (or the third party) retains, in principle, the intellectual property rights relating to the Information which it has made available. Through the placing and/or provision of Information, the Customer automatically grants to SRC a cost-free, worldwide, irrevocable, sublicenseable and transferable licence to disclose and to reproduce this Information in so far as this is required within the framework of offering the Services of SRC. The Customer warrants that the Information it provides is complete, sound and lawful, and that it is authorised to provide SRC with Information from a third party. The Customer completely indemnifies SRC in this respect.
3. The Customer is not permitted to reproduce or to disclose the goods supplied by SRC.
4. The Customer is not permitted to alter any designation concerning copyright, brands, trade names or other intellectual or industrial property rights pertaining to the goods supplied by SRC, including designations concerning the confidential character and obligation to confidentiality.
5. If the security measures result in the Customer not being able to make a reserve copy of Software supplied, then SRC, at the Customer's request and expense, and if this is possible, will make a reserve copy of the Software available to the Customer.
6. If the Customer develops software or has software developed for him by a third party or, as Customer, has the intention of doing so and, in connection with the interoperability of the software to be developed and the Software and/or Services made available to him by SRC, needs information in order to realise this interoperability, the Customer shall make a written and specified request to SRC for the information needed. SRC will then inform the Customer, within a reasonable period of time, whether the Customer may have the desired information placed at its disposal and under what conditions; this to include, amongst other things, financial conditions and conditions concerning the third parties whom the Customer may possibly call in. In these general conditions, interoperability is to be understood as: the ability of software to exchange information with other components of a computer system and/or software, and to communicate by means of this information.
7. SRC shall indemnify the Customer against any claim that is based on the assertion that Software and/or Services, equipment or materials developed by SRC itself infringe upon an intellectual or industrial property right that is valid in the Netherlands, on condition that the Customer informs SRC, in writing and without delay, of the existence of this claim and leaves the content of the legal action and the handling of the case, including the negotiation of any settlements, entirely in the hands of SRC. To this end, the Customer shall provide SRC with the necessary mandates, information and co-operation in

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order to defend itself against these legal actions, in the Customer's name if necessary.

8. This obligation to indemnification becomes null and void if and in so far as the infringement concerned is connected with alterations that the Customer has made, or has caused third parties to make, to the Software, equipment or materials.

9. If it is irrevocably established in law that the Software and/or Services, equipment or materials developed by SRC itself infringe upon any intellectual or industrial property right belonging to a third party, or if in SRC's judgement there exists a reasonable chance that such an infringement is occurring, then SRC shall take back the goods supplied, giving credit against the acquisition costs, with deduction of a reasonable reimbursement for use, or ensure the continuing undisturbed use by the Customer of the goods supplied, or of other functionally equivalent Software and/or Services, equipment or materials.

10. Any other or more extensive liability or indemnification obligation on the part of SRC on account of infringement of intellectual or industrial property rights of third parties is excluded.

11. The Customer warrants that no third party rights preclude the provision to SRC of equipment, software and/or materials for the purpose of use or processing, and the Customer shall indemnify SRC against any action which is based on the assertion that such provision, use or processing infringes any third party rights.

Article 17. Liability

1. SRC's total liability on account of a culpable shortcoming, wrongful act or otherwise is restricted to the reimbursement of direct damage, as further defined hereinafter, up to a maximum of the sum of the stipulated price for that Agreement. If the Agreement primarily involves a continuing performance contract with a duration of more than one year, the stipulated price will be calculated on the basis of the total sum of the reimbursements for one year.

2. In no case shall the total reimbursement for direct damage amount to more than € 500,000.00 (five hundred thousand Euro), in which connection only the following shall be understood as direct damage:

- a. material damage to property ("property damage");
- b. the reasonable costs that the Customer would incur in order to have SRC's performance comply with the Agreement. This damage, however, shall not be reimbursed if the Customer has dissolved the Agreement;
- c. the costs that the Customer has incurred for being obliged to keep his old system or systems operational for a longer period and attendant provisions made owing to the fact that SRC has not delivered/completed on a delivery date which is binding on it, to be reduced by any savings that are the consequence of the delayed delivery;
- d. reasonable costs incurred in the course of establishing the cause and the scale of the

damage, in so far as establishing this relates to direct damage within the meaning of these conditions;

- e. reasonable costs incurred for the prevention or limitation of damage, in so far as the Customer demonstrates that these costs have led to limitation of direct damage within the meaning of these conditions.

3. Liability on the part of SRC for indirect damage, including amongst other things consequential damage, loss of profit, lost savings and damage as a result of interruption of business, is excluded.

4. No liability whatsoever for damage lies with SRC for cases which lie outside the scope of this Article, irrespective of the grounds on which compensation is supposedly based, unless the damage is the consequence of intent or deliberate recklessness on the part of SRC.

5. SRC's total liability for damages in consequence of death or physical injury shall in no case amount to more than € 2,500,000.00 (two million five hundred thousand Euro) per event, in which connection a series of connected events counts as one single event.

6. The liability on the part of SRC due to culpable shortcomings in fulfilling an Agreement only arises if the Customer immediately and properly notifies SRC of the default in writing, while also proposing a reasonable term for the rectification of the shortcoming, and even after that term SRC continues to fail in the performance of its obligations. The notification of default should contain as detailed as possible a description of the shortcoming, so that SRC is able to react adequately.

7. The condition for any right of compensation arising is always that the Customer notifies SRC of the damage within one month following the occurrence thereof.

Article 18. Indemnification

1. The Customer indemnifies SRC against all claims by third parties deriving from a breach of contract and/or a wrongful act on the part of the Customer.

2. The Customer indemnifies SRC against all claims by third parties on account of product liability as a consequence of a defect in a product or system that was supplied by the Customer to a third party and which partly consisted of Software or other materials supplied by SRC, unless the Customer proves that the damage was caused by that Software or those other materials.

3. The Customer indemnifies SRC, its business partners and suppliers, against any liability, costs or damage which derive from claims or lawsuits by third parties who, via the Customer, have obtained access to a Service of SRC or due to improper/incorrect use of Software and/or Services, including: "reverse engineering" of the Software, infringement of copyright or intellectual property rights, defamation or other unlawful grounds relating to Information provided by the Customer to SRC.

4. In the event that it is established, judicially or non-judicially, that the use of the Software and/or Services, or any part thereof, infringes any copyright, and as a consequence thereof

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the Customer is denied the use of it, then SRC, at its own account and at its own discretion, shall:

- a. either obtain for the Customer the right to continue the use of the Software and/or Services or a part thereof;
- b. or replace the Software and/or Services or a part thereof with other Software which does not infringe upon such a right;
- c. or alter the Software and/or Services or a part thereof in such a way that it does not cause infringement.

5. The above-mentioned indemnification shall apply, with the reservation that the Customer shall make no oral or written statements, make commitments, acknowledge rights or facts, or impose an obligation on the third party alleging the infringement, or enter into an arrangement with this third party, without prior permission in writing from SRC.

Article 19. Force majeure

1. If the performance of this Agreement by one of the Parties is hindered, hampered, delayed or in some other way rendered impracticable due to a cause which is beyond the Party's influence, with the exception of failure by the Customer to make payments to SRC, including but not restricted to force majeure, which includes but is not restricted to war, civil disturbance, flooding, fire, earthquake, embargo, legal or governmental measures, labour conflict, terrorism or cyber-terrorism, disturbance of or delay in communications system(s), or a non-imputable failure on the part of SRC's suppliers, then the Party is relieved of the obligation to fulfil the performance which is consequently hindered, obstructed or delayed, until the force majeure situation has ended.

2. If the force majeure situation has lasted for more than ninety days, the Parties have the right to end the Agreement by way of written notice of termination. What has already been delivered/completed in pursuance of the Agreement shall be settled proportionately, without the Parties otherwise owing each other anything.

Article 20. Applicable law and disputes

1. Dutch law is applicable to the Agreement.

2. Disputes arising from or related to the Agreement are heard by the competent Dutch court in Amsterdam, but not until after the procedure laid down in the Minitrial Rules of the Stichting Geschillenoplossing Automatisering (Automation Branch Disputes Resolution Foundation) in Den Haag (= non-binding advisory procedure) has been pursued, unless the Parties agree to present the dispute to the court directly, without prejudice to the Parties' right to apply for disposition by summary proceedings.

3. In the event of nullification of one or more provisions of this Agreement, the other provisions remain in force. The Parties now commit themselves, in advance, to enter into consultation about replacement provisions, whereby the purpose and purport of this Agreement and the nullified provision(s) are retained as far as possible.

4. A disturbance or delay in the exercising of a right, competence or right of recourse under this Agreement by one of the Parties shall be construed as a waiver thereof.