

GENERAL TERMS OF DELIVERY KONING & HARTMAN B.V.

In these General Terms, Koning & Hartman B.V. is defined as every (subsidiary) company and every other company belonging to the Koning & Hartman group that for itself is expected to act towards the other party in the execution of a profession or enterprise or in the context of a public function (hereafter: the Client), has made an offer or has made a commitment for itself with the Client and that has declared these General Terms as applicable. Applicability of (purchase) conditions of the Client are explicitly rejected. Belonging to the Koning & Hartman group are all legal entities and companies that are connected with Koning & Hartman B.V. in accordance with the provisions in articles 2:24a up to and including 2:24c in the Dutch Civil Code, including: Koning & Hartman Network Services B.V. and Koning & Hartman Consulting B.V. hereafter jointly: 'Koning & Hartman'

These General Terms are filed at the Chamber of Commerce in Amsterdam on 20 March 2012 under number 34222312. These General Terms can also be viewed on the internet: www.koningshartman.com.

I. GENERAL PROVISIONS

1 Offer, General Provisions

- 1.1 These General Terms apply to all offers and agreement in which Koning & Hartman provides goods and/or renders services of any kind to the Client, also when these goods and/or services are not (further) described in these Conditions.
- 1.2 These General Terms consist of a general section (this chapter I) and nine special sections (chapters II up to and including X). Depending on the goods and/or services to be supplied and rendered by Koning & Hartman, the provisions from the special section in question apply. In case of any conflict of provisions of a special section with provisions from the general section, the provisions of the special section in question are given preference. Deviations from these General Terms are only valid if they are explicitly agreed upon in writing and by the competent person within Koning & Hartman.
- 1.3 All offers are free of obligation unless indicated otherwise in writing in the offer.
- 1.4 Applicability of possible purchase conditions and other conditions of the Client are explicitly rejected. Signing or (tacit) acceptance by Koning & Hartman of documents for which the Client has declared such general terms to apply (for example, pre-printed on stationary) never mean an acceptance of those terms.
- 1.5 If any provision of these General Terms becomes null and void or nullified, the other provisions of these General Terms remain in full force and Koning & Hartman and the Client will confer regarding agreeing to new provisions replacing the null and void or nullified provisions in which the objective and gist of the null and void or nullified provision is complied with.
- 1.6 Koning & Hartman reserves the right to immediately alter these General Terms by means of a written announcement to the Client. However, the key stipulations such as nature, price, scope and content of the activities of the parties remain unimpaired.
- 1.7 Koning & Hartman reserves the right to transfer their agreements with the Client to other companies that are part of the group Koning & Hartman is a part of. In case Koning & Hartman proceeds with this, they will notify the Client.
- 1.8 Koning & Hartman reserves the right to replace employees that are charged with the execution of the activities with other employees if Koning & Hartman is of the opinion that this is recommended for the execution of the activities. The alteration should not reduce the quality of the services to be rendered, nor unfavourably influence the order's continuity.
- 1.9 If in these conditions or otherwise in the communication with the Client agreements agreed upon in writing are being referred to, then this is exclusively intended to be in writing or fax and never electronic communication, among which e-mail, for example.
- 1.10 The execution of on-site activities by Koning & Hartman always refers to locations that are normally accessible and that can be reached within a reasonable time in the country in which Koning & Hartman is established. For the activities to be performed in remote locations, including islands or locations that are difficult to reach, cost-increasing circumstances can apply, as intended in article 13 or 14 of these conditions.

2 Price and payment

- 2.1 Unless otherwise indicated by Koning & Hartman, all indicated prices and rates by Koning & Hartman are in EUR and are excluding turnover tax (VAT) and other levies imposed by the government. All prices and rates are based on

the execution of the agreement in the country in which Koning & Hartman is established and during normal working hours, meaning: Monday up to and including Friday (excluding any celebrated general national holidays in the country in question) between 08:00 and 18:00 with a maximum of eight hours per day. Unless explicitly indicated otherwise in the offer or if explicitly agreed upon, travel time, travel and subsistence expenses, extra time and other special costs connected with the activities are not included in the prices and rates. Insofar these costs are not included, they can be charged separately by Koning & Hartman.

2.2 An interim alteration of legal levies and/or alteration or indexation of the level of wages and costs that necessitates Koning & Hartman to alter the rates and/or prices will be charged to the Client. The indexation of the level of wages and costs is always considered to mean an adjustment in accordance with the most recent price index for negotiated wages for business services published by Statistics Netherlands.

2.3 If Koning & Hartman, for purchases, needs to pay in a currency other than the currency that is legally valid in the Netherlands, the indicated prices and rates are based on the exchange reference rates that are published by the European Central Bank on the day the offer is sent to the Client. If, on the day of receipt of the payment by the Client to Koning & Hartman, the exchange rate in question deviates more than 1½ % from the exchange rate that is published on the day the offer to the Client was sent, Koning & Hartman have the right to adjust the prices and rates in question accordingly.

2.4 In case of orders with a value lower than € 1,000, an amount for administration and settlement costs is charged to the Client.

2.5 Koning & Hartman is authorised to adjust the agreed upon prices and rates by means of a written announcement to the Client for activities that, according to the planning in question respectively according to the agreement, will be supplied at a time that is at least three months after the date of this announcement unless the parties have agreed upon a fixed price in writing. Only if the Client does not wish to agree to an adjustment of prices and rates as intended in article 2.5 announced by Koning & Hartman, the Client is authorised to terminate the agreement in writing within seven working days after the announcement intended in the article in question on the date on which the price and rate adjustment as mentioned in Koning & Hartman's announcement would be in effect or to cancel the agreement.

2.6 In case of rendering a service as intended in chapter III or in case of secondment as intended in chapter IV, billing takes place afterwards on a monthly basis based on subsequent calculation with due regard of the valid rates of Koning & Hartman unless agreed upon otherwise in writing. In case of other services, billing occurs on a yearly basis up front and in case of supplying products it occurs on delivery of the products in question unless agreed upon otherwise in writing.

2.7 All invoices will be paid by the Client in accordance with the payment conditions mentioned on the invoice or the otherwise agreed upon payment conditions in writing. In the absence of specific conditions, the Client will pay within 14 (fourteen) days after the invoice date. The Client is not entitled to any compensation, discount or deduction.

2.8 If the Client does not pay the owed amounts within the agreed upon term, the Client will owe statutory interest over the outstanding amount as intended in article 6:119a and 6:120 of the Civil Code (statutory interest in commercial transactions) without a need for a notice of default. If the Client continues to be in breach of paying the amount owed after notice of default, the claim can be turned over, in which case the Client is obliged to pay reasonable compensation of extrajudicial and, if relevant, judicial costs besides the already owed total amount, including all costs as intended in article 6:96 of the Civil Code calculated by external experts apart from the judicially ascertained costs relating to collection of this claim or of exercising rights, the height of which is set at a minimum of 15% of the total amount.

3 Confidential Information and No Acquisition Clause

3.1 The parties are obliged towards each other to observe confidentiality with regard to all information and data they receive from each other, unless a legal obligation requires making this information and/or data public. As such, the parties are not allowed, without prior written permission, to in any way, directly or indirectly make information and/or data regarding the other party public, have it made public or make it available to a third party. Information and data will in any case be considered confidential if either one of the parties indicates it as such. The obligation of confidentiality ends one year after termination of the agreement unless agreed upon otherwise.

3.2 During the duration of the agreement as well as during one year after termination of the agreement, the parties will not employ employees of the other party that have been involved in the execution of the agreement or otherwise engage their services directly or indirectly without prior written permission of the other party.

3.3 If the Client breaches the provisions of paragraph 1 or 2 of this article and refuses to cooperate in undoing this breach, the Client forfeits an immediately claimable fine of € 2,000 per day the breach continues towards the other party, notwithstanding the obligation to compensate the actual damage suffered insofar it exceeds the forfeited fine. Damage is in any case understood to be Koning & Hartman's costs for training and recruitment.

4 Retention of Title and Rights

4.1 All goods and matters provided and goods to be supplied to the Client remain the property of Koning & Hartman or its suppliers until all relevant amounts owed by the Client for the delivered and to be delivered goods or performed or to be performed activities according to the agreement as well as the amounts as intended in article 2.8 (Exceeding the Payment Term) including interest and collection costs as intended in article 3:92, paragraph 2 of the Civil Code are paid in full to Koning and Hartman. If the Client, also after notice of default, does not pay, does not pay in time or does not pay correctly, Koning & Hartman, after deliberation with the Client, is authorised to access the locations where the supplied is located and to take back the supplied (property) or to disassemble it and take it back also if and insofar the supplied would have become the property of the Client by accession or otherwise. If a new company is formed with the supplied, the new company is considered to be formed for the benefit of Koning & Hartman in which the Client is considered to act as holder of the company. The ownership of the new company will only transfer to the Client as soon as the relevant owed payments are completely paid to Koning & Hartman.

4.2 As long as the ownership of the companies has not transferred to the Client, the Client is not allowed to pledge the companies or grant third parties any right to them notwithstanding the normal practices of the Client's company. The Client is obliged to cooperate with the establishment of a pledge on the amounts payable the Client receives or will receive from their clients on account of onward supply of matters at Koning & Hartman's first request.

4.3 The Client is obliged to store the matters that have been delivered under retention of title with the necessary care and labelled as recognisable property of Koning & Hartman.

4.4 Rights are granted to the Client or, in applicable cases, transferred always under the condition that the Client pays the agreed upon payments on time and in full.

4.5 In case of default of timely payment, Koning & Hartman is authorised to suspend their obligations towards the Client without owing the Client any form of compensation. Insofar Koning & Hartman does perform activities in this period on the Client's request, Koning & Hartman can charge separate payment for this in accordance with their customary rates.

5 Risk

5.1 The risk with regard to the goods to be supplied to the Client by Koning & Hartman in case Koning & Hartman supplies them from stock is transferred to the Client the moment they are separated by Koning & Hartman from the other stock items in their warehouse for the benefit of the Client.

5.2 The risk with regard to the goods to be supplied to the Client by Koning & Hartman is transferred to the Client the moment these goods are loaded for transport to the agreed upon place of delivery in case they, on behalf of the client, are sent directly by the producer or manufacturer of the goods offered by Koning & Hartman or by a third party to the Client.

5.3 Regardless of what the parties decide in relation to the moment on which the risk is transferred to the Client, the risk of the Client also entails the loading and unloading, horizontal and vertical movement (transport) and assembly, installation, adjustment, setting up, calibration and commissioning of the goods also if this should take place before the risk is transferred to the Client as intended in the first half of this sentence.

6 Intellectual Property Laws

6.1 All intellectual property rights to all developed or made available software, websites, data files, equipment or other materials, such as analyses, models, techniques, designs, documentation, reports, offers as well as preliminary material thereof under the terms of this agreement or on behalf of Koning & Hartman belong solely to Koning & Hartman, their licensors or the relevant manufacturer. The Client will only receive the user rights and powers that are explicitly granted in these conditions or otherwise (for example, in conditions that are enclosed with standard software). The Client will not reproduce or copy or have reproductions or copies made of the software, websites, data files or other materials in any way. The invoice sent to the Client by Koning & Hartman regarding the provided activities or supplied products can never be considered as a deed of transfer of rights in the sense of the Copyright Act.

6.2 The Client is familiar with the fact that the software, websites, data files, equipment and other materials made available to them contain confidential information and/or trade secrets of Koning & Hartman or their licensors. The Client is bound, notwithstanding the provisions in article 3 (Confidentiality), to keep this software, data files, equipment and other materials confidential, to not supply them to third parties or to grant usage of them and to only use them for the purpose for which they are made available. Third parties also include all persons employed in the Client's organisation that do not necessarily have to use the software, websites, data files, equipment and/or other materials.

6.3 The Client is not permitted to remove or alter any indications or comments regarding copyrights, brands, trademarks or other intellectual property rights from the software, websites, data files, equipment or materials, including indications regarding the confidential nature and confidentiality of the software.

6.4 Koning & Hartman are permitted to have their licensor or the manufacturer in question take technical measures or have them taken for the protection of the software. If Koning & Hartman have protected the software by means of technical protection, the Client is not allowed to remove or bypass it. If the protection measures mean that the Client is unable to create a backup copy of the software, Koning & Hartman will make a backup copy of the software available to the Client at the Client's request and at cost price.

6.5 Notwithstanding the event that Koning & Hartman make a backup copy of the software available to the client, the Client has the right to keep one backup copy of the software. A backup copy in these General Terms is considered to be a material item on which the software is stored, exclusively for the replacement of the original copy of the software in case of involuntary loss of possession or damage. The backup copy needs to be an identical copy and needs to be fitted with the same labels and indications as the original copy.

6.6 If the Client develops software or if a third party develops software for the Client or if the Client intends to do so and he needs information with respect to the interoperability of the software to be developed and the software made available to the Client by Koning & Hartman in order to achieve this interoperability, the Client will send Koning & Hartman a written and specified request for the necessary information. In that case, Koning & Hartman will announce whether the Client will be granted access to the desired information within a reasonable term and under which conditions this will take place, also including financial conditions and conditions regarding the third party possibly employed by the Client. In these General Terms, interoperability is considered to be the software's ability to exchange information with other components of a computer system and/or software and communicating by means of this information.

6.7 Taking the other provisions in these General Terms into account, the Client is authorised to repair Defects in the software made available to them if this is necessary for the nature of the intended use of the software. Where these General Terms refer to rights or obligations regarding Defects, Defects are considered to be the demonstrable noncompliance to the explicitly agreed upon in writing functional and/or technical specifications between Koning & Hartman and the Client. A Defect only exists in standard or custom-made software or equipment if it can be reproduced. The Client is obliged to immediately notify Koning & Hartman if Defects and/or malfunctions are discovered.

6.8 Koning & Hartman will indemnify the Client against any legal action based on the assertion that software, websites, data files, equipment or materials developed by Koning & Hartman infringe on an intellectual property right valid in the Netherlands under the condition that the Client immediately informs Koning & Hartman in writing regarding the existence and the contents of the legal action and leaves the conclusion of the matter, including making possible settlements, entirely to Koning & Hartman.

The Client will provide the necessary power of attorney, information and cooperation to Koning & Hartman, if necessary in name of the Client, in order to defend against these legal actions. This obligation to indemnification ceases to have effect if and insofar the breach in question is related to alterations the Client or a third party has made or has had made to the software, equipment or materials without prior written permission by Koning & Hartman or if a breach is otherwise attributable to the Client.

If it is by right irrevocably certain that the software, equipment or materials developed by Koning & Hartman in any way breach the intellectual property rights of a third party or if to Koning & Hartman's judgement there is a reasonable chance that such a breach arises, Koning & Hartman will take back the supplied against crediting of the acquisition costs under deduction of a reasonable usage fee, or ensure that the Client can keep on using the supplied or functionally similar other software, websites, data files, equipment or materials unhindered.

6.9 Every other or further liability or obligation to indemnify of Koning & Hartman's on account of breaching intellectual property rights of third parties is excluded, including liability and obligations to indemnify of Koning & Hartman's for breaches caused by the use of the supplied equipment, software, websites, data files, and/or materials in a form not modified by Koning & Hartman in conjunction with goods or software not supplied or made available by Koning & Hartman or in any other way than for which the equipment, software and/or materials are developed or intended.

6.10 The Client guarantees that no rights of third parties oppose making equipment, software, websites, data files, information intended for websites, music, texts, logos, photos, film material, domain names, meta-tags, etc. or any other materials available to Koning & Hartman for the purpose of using, editing or for the purpose of performing (pre)installation activities or configuration activities by Koning & Hartman. If Koning & Hartman has supplied an activity regarding designs, drawings or other specifications made available by or on behalf of the Client, the Client guarantees that this does not breach intellectual property rights of third parties. The Client will indemnify Koning & Hartman against any action or claim based on the assertion that making such available, using it or editing it breaches any rights of a third party.

7 Client Cooperation

7.1 Every tender or offer by Koning & Hartman is based on the information provided by the Client. The Client guarantees that all data and information that could be useful and vital for the execution of the agreement have been provided and that they are correct and complete. The Client will always continue to provide all data or information useful and necessary for a proper execution of the agreement on time and will fully cooperate.

7.2 The Client is responsible for the use and application of the equipment, software and the services rendered by Koning & Hartman in their organisation, as well as for the backup, inspection and security procedures and an adequate systems administration of the supplied equipment, software, websites and data files, as well as for the information that is exchanged or processed through this equipment, software, websites and/or data files.

7.3 If it is agreed upon that the Client will make software, materials or information on information carriers available, these will meet the specifications necessary for the execution of the activities.

7.4 If the information necessary for the execution of the agreement is not, not timely, or not in accordance with the agreements made available to Koning & Hartman or if the Client in any other way does not fulfill their obligations, Koning & Hartman has the right to suspend the execution of the agreement and Koning & Hartman has - insofar the nature of the Client's shortcoming justified this - the right to charge for any costs incurred because of this at their customary rates, notwithstanding all other rights Koning & Hartman are entitled to by law.

7.5 In case employees of Koning & Hartman perform activities at the Client's location, the Client will, at no charge, take care of the facilities reasonably needed by the employees for the execution of the assignment, such as - if applicable - a safe workspace with telecommunication facilities. The Client will indemnify Koning & Hartman against claims by third parties, including Koning & Hartman's employees, who have with regard of the execution of the agreement suffered damage as a result of the actions or negligence of the Client or of unsafe situations in the Client's organisation.

7.6 Without prejudice to the provisions in Article 7.5 (Availability safe facilities), the Client also guarantees that the locations in which the employees deployed by Koning & Hartman need to perform their activities meet the requirements and regulations in accordance with the current Working Conditions regulations.

8 Delivery Periods

8.1 All (delivery) periods specified by Koning & Hartman have been set to their best knowledge based on the information that was known to Koning & Hartman upon entering into the agreement and will be complied with for as much as possible; exceeding a specified (delivery) period once or twice does not mean Koning & Hartman is in default. Koning & Hartman is not bound by (delivery) periods that cannot be met because of circumstances outside of Koning & Hartman's power that took place after entering into the agreement. If exceeding any period is imminent, Koning & Hartman and the Client will confer with each other as soon as possible. Unless if and insofar it has been agreed upon otherwise in writing and notwithstanding the provisions in Article 2.4 of these General Terms, the deliveries are free at the Client's business (or domicile) or other location timely indicated by the Client.

8.2 Except when and insofar agreed upon otherwise in writing and notwithstanding the provisions in Article 5 regarding the transfer of risk, the delivery period is considered to be the moment on which the goods are unloaded at their destination (the actual transfer); the above also applies if Koning & Hartman need to assemble, install and/or put the goods in commission.

8.3 The Client needs to notify Koning & Hartman immediately of any deficiencies, shortcomings and damage within 24 hours after delivery in writing; failing that, the goods are considered to have reached the Client in good order, complete and undamaged.

8.4 Koning & Hartman is authorised to make partial deliveries that can be billed separately; in which case the Client is obligated to pay the separate invoices in accordance with the provisions in Article 2 of these General Terms. Koning & Hartman is not obligated to be able to make an additional delivery of spare parts after goods have been delivered to the Client unless this is explicitly agreed upon between the parties and insofar these parts are still available.

8.5 Only if and insofar is agreed upon otherwise, the delivery periods specified by or on behalf of Koning & Hartman in the offer or tender are not considered to be final, which, among others, means that the Client needs to explicitly give notice of default in writing to Koning & Hartman in case of overdue delivery before Koning & Hartman can be in default.

8.6 Koning & Hartman will honour the specified delivery time or delivery period as much as possible; however, they will never be liable for exceeding them in any way and, in case of exceeding them, Koning & Hartman is not obliged to pay any compensation for damage. Exceeding a delivery time or delivery period also does not give the Client the right to cancel or terminate the agreement or to refuse purchase of the goods. In case of excessively exceeding a delivery time or delivery period, both parties will confer with each other.

8.7 If the goods are not purchased by the Client within the delivery time or delivery period, or if the Client does not comply with an agreed upon call-off deadline, Koning & Hartman is authorised to bill the relevant goods to the Client

and Koning & Hartman is in addition authorised to store these goods or have them stored as they see fit, but entirely at the costs and risk of the Client. In case the Client does not purchase or call off the goods within the set period, Koning & Hartman will at their discretion be able to demand compliance by the Client or to terminate the agreement, notwithstanding Koning & Hartman's right, in both cases, to claim compensation.

9 Duration and Termination of the Agreement

9.1 If the agreement is entered into for a definite period of time, it is in force on the date on which the first delivery takes place for an initial period of three years counting from the first following turn of the year, unless a different period is agreed upon in writing. The agreement is extended tacitly after the initial period each time with a period of one year, unless the Client or Koning & Hartman terminate the agreement in writing by registered letter taking into account a notice period of three months before the end of the period in question.

9.2 Each of the parties is only authorised to full or partial termination of the agreement if the other party, after a proper and as detailed as possible written notice of default, in which a reasonable period is set for discharge of the breach, attributable breaches compliance with essential obligations in accordance with the agreement.

9.3 If an agreement that does not end by completion due to its nature and content is entered into for an indefinite period, this agreement can be terminated by any of the parties after proper business consultation and after stating reasons by means of a written notice of termination. If no explicit notice period is agreed upon between the parties, a period of three months needs to be observed in case of termination. In case of rightful termination, the parties will never be obliged to pay any compensation.

9.4 If an agreement for a definite period is entered into (regardless of whether this agreement is extended tacitly) and if the Client terminates the agreement before the term by cancellation, factual termination - for example, by A) ending or substantially decreasing the supply of data to be processed by Koning & Hartman, or B) by ending or substantially decreasing the demand for services or goods to be supplied, or C) by substantially decreasing the amount of equipment or software to be managed and/or maintained, or D) by substantively deviating from the agreed up or prognosticated sales figures - without prior written consent of Koning & Hartman, this is considered to be an attributable breach in compliance to the Client's obligations. In that case, the Client will owe Koning & Hartman immediately claimable compensation equal to the average monthly amount (including turnover tax) Koning & Hartman have charged to the Client regarding the service in question in the twelve months prior to the termination (or would charge if the agreement did not last for twelve months) multiplied by the number of months the agreement would have lasted if it would have been terminated by the Client in a regular way, all this notwithstanding the Client's obligation to complying with additional compensation insofar the damage would exceed the compensation on grounds of what is mentioned above.

9.5 Both Koning & Hartman and the Client can immediately and in full or partially terminate the agreement without notice of default and without judicial intervention by means of a written notice if the other party - whether for the time being or not - is granted suspension of payment, if, with regard to the other party, bankruptcy is applied for or if their company is liquidated or terminated. Koning & Hartman can furthermore terminate the agreement if the control of (the company of) the Client changes. The parties will never be obliged to pay any compensation with regard to the termination as intended in this paragraph.

9.6 If the Client has already received performances in terms of execution of the agreement at the moment of termination, these performances and any accompanying payment obligations will not be subject to cancellation, unless Koning & Hartman is in default with regard to these performances. Amounts billed by Koning & Hartman before termination related to services rendered or deliveries already performed in terms of the execution of the agreement remain fully owed, taking into account the provisions in the preceding sentence, and are immediately claimable the moment the agreement is terminated.

9.7 Rights and duties from the agreement between Koning & Hartman and the Client that, due to their nature and content, are intended to last indefinitely, remain in full force after termination of the agreement.

10 Liability of Koning & Hartman; Indemnification

10.1 Koning & Hartman accepts statutory obligations to compensation insofar this is apparent from this article 10.

10.2 Koning & Hartman's liability with respect to an attributable breach in compliance with the agreement with the Client is limited to compensation of direct damage up to a maximum amount based on the price paid in that agreement (excluding VAT and excluding the price included in this price for hardware components). If the agreement is primarily a continuing performance contract with a duration of one year or more or if Koning & Hartman charges the supplied retrospectively, the stipulated price is set at the total of the compensations (excluding VAT) that has been paid by the Client to Koning & Hartman over the three months prior to the occurrence of the damage. Under no circumstances will the total compensation for direct damage be more than € 1,000,000 (one million EUR). Direct damage is exclusively taken to mean the following:

- a. The demonstrable reasonable costs the Client would have to make in order to answer to the Koning & Hartman's performance to the agreement. However, this damage is not compensated if the agreement is terminated or if the damage is caused by the Client;
- b. the demonstrable costs made by the Client for keeping their old system or systems and their accompanying facilities operational for longer out of necessity, because Koning & Hartman did not deliver on a delivery date that is binding for them, reduced by any possible savings that are the result of a delayed delivery;
- c. demonstrable reasonable costs made for determining the cause and scope of the damage insofar this determination relates to direct damage in the sense of these terms;
- d. demonstrable reasonable costs made to prevent or limit damage insofar the Client proves that these costs have led to limiting the direct damage in the sense of these General Terms.

10.3 Koning & Hartman's total liability for damage due to death or physical injury or for material damage to goods will under no circumstances be more than € 1,000,000 (one million EUR) per event in which a series of related events are considered to be one event with a maximum of € 2,000,000 (two million EUR) per year.

10.4 Koning & Hartman's liability for indirect damage, including resulting damage, lost profit, lost savings, loss of data and damage due to business interruption and idleness is excluded at all times.

10.5 Apart from the cases mentioned in articles 10.2 and 10.3, Koning & Hartman is in no way liable for compensation regardless of the grounds on which an action for compensation would be based. The maximum amounts mentioned in articles 10.2 and 10.3 are to be cancelled if and insofar the damage is the result of intent or gross negligence by Koning & Hartman.

10.6 The liability of Koning & Hartman in respect of attributable failings in the execution of an agreement will not arise unless the Client forthwith and properly declares Koning & Hartman in default in writing, specifying a reasonable period in which to rectify the failing, and if Koning & Hartman continues to fail imputably in the fulfillment of its obligations even after such period. The notice of default must describe the failure in as much detail as possible, so that Koning & Hartman is able to respond adequately.

10.7 A condition for any right to compensation to arise is always that the Client notifies Koning & Hartman of the damage in writing as soon as possible (no later than one year) after the occurrence of the damage.

10.8 The Client indemnifies Koning & Hartman and Koning & Hartman's employees for all claims by third parties, especially for claims by third parties due to product liability as a result of a fault in a product or system the Client supplied to a third party and that in part consisted of equipment, software, websites, data files or other materials supplied by Koning & Hartman except if and insofar the Client proves that the damage is caused by this equipment, software, websites, data files or other materials.

10.9 The Client bears the risk for damage caused by faults or unsuitability of matters that originate from the Client or that have been prescribed by the Client or that are attributed to a provided supplier of the Client and for not delivering the intended matters, not delivering them on time or delivering them incorrectly. The Client is liable for damage as a result of wrongful action by other contractors and their agents called in by the Client.

10.10 With regard to goods and services for which Koning & Hartman has engaged a third party, the applicable provisions in the relevant agreement (contracts - and/or guarantees) also apply to the agreement between Koning & Hartman and the Client if and insofar Koning & Hartman invoke them.

11 Force majeure

11.1 None of the parties is obliged to comply with any obligations if they are prevented to do so as a result of force majeure. Force majeure, among others, refers to shortcoming of suppliers of Koning & Hartman.

11.2 If the force majeure situation last for longer than ninety days, the parties have the right to terminate the agreement by means of a registered written notice unless, in Koning & Hartman's judgement, it is foreseeable that the force majeure situation will be solved within a reasonable period of time, in which case Koning & Hartman is authorised to suspend the execution of the agreement until the circumstance that caused or is causing the force majeure situation no longer occurs. That which has already been achieved in accordance with the agreement is in that case settled accordingly without both parties owing each other anything.

12 Export

12.1 In the export of equipment, parts, software and/or data files by the Client and/or the use of encryption by the Client, the relevant export provisions apply (including, in some cases, the US export regulations or trade embargoes).

12.2 The Client will indemnify Koning & Hartman and especially those companies belonging to the same group which are established or active in the United States of America against all claims by third parties relating to breaches applicable to the export provisions attributable to the Client. Furthermore, the Client indemnifies Koning & Hartman and any companies affiliated with the Koning & Hartman group against claims from third parties following non-

compliance of the Client, the Client's employees or third parties engaged by the Client with any anti-corruption legislation.

13 Changing and Expanding Activities, Services and/or Deliveries

13.1 If Koning & Hartman at the Client's request or with the Client's prior consent performs activities, other services or deliveries that fall outside of the content or scope of what has been agreed upon, these activities, services or deliveries will be paid to Koning & Hartman by the Client according to the customary rates of Koning & Hartman. However, Koning & Hartman is not obligated to meet such a request and can require that a separate written agreement is drawn up for this. In case Koning & Hartman has started with the execution of above-mentioned activities, services and/or deliveries and should it turn out that the order for this was not provided by an Authorised employee of the Client, the Client is nevertheless obliged to pay Koning & Hartman for these activities, services and/or deliveries. In such cases, Koning & Hartman will suspend or cease these activities, services and/or deliveries at the Client's first request.

13.2 The Client accepts that alterations to or expansion of the activities, services or deliveries as intended in article 13.1, could influence the agreed upon or expected time of completion of the obligations, the mutual obligations of the Client and Koning & Hartman and the agreed upon rates of Koning & Hartman.

13.3 Insofar as a fixed price was agreed upon for the activities, services or deliveries and the parties intend to enter into a separate agreement relating to extra activities, services or deliveries, Koning & Hartman will, after a written request to that effect of the Client, inform the Client in writing beforehand regarding the financial consequences of these extra activities, services and deliveries.

14 Cost-increasing Circumstances/Settlement of Additional and less Work

14.1 If cost-increasing circumstances occur, Koning & Hartman will inform the Client of this as soon as possible.

14.2 Cost-increasing circumstances that cannot be attributed to Koning & Hartman will be set off as additional work in the way as intended in this article, unless the parties have agreed upon otherwise. In other comparable circumstances, the parties deliberate with each other as soon as possible in order to come to a fair mutual offsetting. Less work requires no prior written consensus.

14.3 Offsetting additional and less work at least occurs:

- a. in case of an agreed upon alteration in the scope of the matters or services to be supplied or rendered (alterations to the contract, the work or the conditions of executing the work);
- b. in case of deviations of the amounts of the agreed upon provisional sums and of off settable and/or estimated amounts;
- c. in the cases as stipulated in these terms.

14.4 Offsetting the additional work occurs as a lump sum for the next invoice. In any case, payment of the additional work occurs after its completion. Offsetting the less work occurs as a lump sum for the final settlement.

15 Subcontracting

15.1 Koning & Hartman is authorised to employ the services of third parties in the execution of the agreement, either as a subcontract or by temporarily hiring personnel.

15.2 Engaging third parties leaves the responsibility and liability of Koning & Hartman unimpaired for compliance with their obligations under the terms of this agreement and these General Terms insofar this concerns obligations under the terms of the tax and national insurance scheme legislation resting on Koning & Hartman as an employer.

16 Applicable Law and Disputes

16.1 The offers of Koning & Hartman as well as the agreements between Koning & Hartman and the Client are governed by Dutch law.

16.2 The disputes that could arise between Koning & Hartman and the Client as a result of an offer made by Koning & Hartman, an agreement entered into by Koning & Hartman with the Client or as a result of further agreements that can arise from this, will be settled by the competent court in the Netherlands unless the parties agree in writing to follow the procedure in accordance with the Minitrial Regulations (= non-binding advisory procedure) or the arbitration regulations of the Foundation for the Settlement of Automation Disputes in the Hague, notwithstanding both parties' right to request preliminary relief..

II. COMPUTER SERVICE / PERSONNEL MANAGEMENT AND INCOME CALCULATION SERVICES

The provisions mentioned in this chapter "Computer service", apart from the General Provisions of these General Terms, exclusively apply if Koning & Hartman offers services in the field of computer service (such as automated information processing, income calculation services and related services), which refers to the processing of data by means of software and equipment managed by Koning & Hartman.

17 Execution of the Activities

17.1 Koning & Hartman will render the computer service with due care in accordance with the procedures and agreements set in writing with the Client.

17.2 Unless agreed upon otherwise, the Client will collect the data to be processed from and return the results of that process to the location where Koning & Hartman render the computer service. Transport takes place at the Client's costs and risk, also if this is performed or taken care of by Koning & Hartman.

17.3 The Client ensures that all material, information, software, procedures and instructions made available by them to Koning & Hartman for the execution of the computer service are always correct and complete and that all information carriers supplied to Koning & Hartman meet Koning & Hartman's specifications.

17.4 All equipment, software and other materials to be used by Koning & Hartman for the computer service remain the property or subject of intellectual property of Koning & Hartman or their licensors, also if the Client pays a fee for the development or purchase thereof by Koning & Hartman. The invoice sent to the Client by Koning & Hartman regarding the performed activities or delivered products can never be considered as a deed of transfer of rights in the sense of the Copyright Act. Koning & Hartman can keep hold of the products and data and results of the processing supplied by the Client until the Client has paid all owed amounts to Koning & Hartman.

17.5 Koning & Hartman can make alterations to the content and scope of the computer service. If such alterations result in an alteration of the procedures in force at the Client's, Koning & Hartman will inform the Client of this as soon as possible and the costs of this alteration are to be paid by the Client. In such a case, the Client can terminate the agreement in writing on the date on which the alteration comes into effect, unless this alteration is related to alterations in relevant legislation or other regulations prescribed by competent authorities or if Koning & Hartman pay for the costs of this alteration.

17.6 To best practice, Koning and Hartman will adjust the software used in the execution of the computer service as far as possible to relevant legislation or other regulations prescribed by competent authorities. If requested, Koning & Hartman will advise the Client on the effects of these adjustments for the Client at Koning & Hartman's customary rates.

17.7 If Koning & Hartman makes software available to the Client in order to make the computer service possible, the provisions in chapter VI (Use and Maintenance of Software) also apply with regard to the software.

18 Duration

With regard to the duration and termination of the agreement, the provisions in article 9.1 (Duration and termination) apply in the understanding that termination occurs taking into account a six-month notice period in deviation of the provisions in article 9.1.

19 Telecommunications

19.1 If telecommunication facilities are used in the computer service (also including connections via the internet), the Client is responsible for their correct and authorised use. Koning & Hartman is not responsible and/or liable for transmission errors.

19.2 For the processing of information using telecommunication facilities, Koning & Hartman will be able to grant the Client access or identification codes. The Client will treat the access codes as confidential and will ensure that only authorised employees will make use of these access codes.

20 Security and Privacy

20.1 The Client ensures that all legal regulations regarding the information to be processed, especially including the regulations for or in accordance with the in that case valid privacy laws, are and will be complied with strictly and that all prescribed applications, approvals and other formalities are carried out. The Client will provide Koning & Hartman with all relevant requested information promptly in writing. Koning & Hartman will, insofar it is managed and/or processed by Koning & Hartman, ensure to best practice an adequate security of the personal data in accordance with the current state of the technology.

20.2 The Client indemnifies Koning & Hartman against all claims by third parties that could be claimed of Koning & Hartman regarding breaching the currently valid legal regulations concerning the information to be processed, including, but not limited to, privacy legislation and/or statutory retention periods.

21 Guarantee

21.1 Unless agreed upon otherwise in writing, Koning & Hartman is not responsible for checking the correctness and completeness of the results of the computer service. The Client will check these results after receiving them.

21.2 Koning & Hartman does not guarantee that the computer service will be provided without error. If it can be demonstrated that faults in the results of processing are a direct result of products, software, information carriers, procedures or operation actions for which Koning & Hartman by reason of the agreement is explicitly responsible,

Koning & Hartman will repeat the computer service in order to repair the faults to the best of their abilities if the data required for repeating the computer service is still available and if the Client reports the faults to Koning & Hartman in writing and in detail as soon as possible, but no later than one week after receiving the results. The repeat procedure will be done free of charge if it takes place at the location of the Client or at the location of Koning & Hartman. If the faults are not attributable to Koning & Hartman, the Client can request Koning & Hartman to repeat the computer service, in which case Koning & Hartman will charge the costs.

21.3 If repair of the faults attributed to Koning & Hartman is not possible within reason, Koning & Hartman will credit the owed amounts by the Client for the computer service in question without further or otherwise being liable towards the Client.

21.4 The Client indemnifies Koning & Hartman against all claims by third parties following or stemming from the execution by Koning & Hartman of the computer service and the information generated by it.

III. SERVICES

The provisions in this chapter "Services", apart from the General Provisions of these General Terms, exclusively apply if Koning & Hartman renders services, such as organisational and automation advice, applicability survey, project supervision, consultancy, education, courses, training programmes, support, the design or development of software or information systems or providing assistance for this and services relating to networks and IT infrastructures. These provisions leave the provisions in these General Terms regarding specific services, such as the computer service, the development of software and maintenance unimpaired.

22 Execution

22.1 Koning & Hartman will render the service to the best of their abilities, where applicable in accordance with the agreements and procedures agreed upon with the Client.

22.2 If it is agreed upon that the service is rendered in phases, Koning & Hartman is authorised to postpone commencement of the services belonging to a next phase until the Client has approved the results of the prior phase in writing.

22.3 Only if this is explicitly agreed upon in writing, Koning & Hartman is bound to follow the Client's timely and sound instructions in the execution of the service. Koning & Hartman is not obligated to follow instructions that alter or add to the contents or scope of the agreed upon service. However, if such instructions are followed, the activities in question will need to be compensated by the Client in accordance with article 13 (Alterations) and/or 14 (Additional work).

22.4 If during the execution of the service (further) agreements are made or recorded in, for example, project reports, then these need to be signed by the authorised representative of Koning & Hartman before these agreements are legally valid.

23 Interim Termination of an Agreement

23.1 In addition to the provisions in article 9 (Duration and Termination), Koning & Hartman can prematurely terminate the agreement if they are of the opinion that the activities can no longer be executed in accordance with the agreement and any alterations to the agreement or in case of serious causes as intended in article 7:408, paragraph 2 of the Civil Code. All this needs to be motivated and announced to the Client in writing.

23.2 If the Client proceeds with premature termination, the Client will owe Koning & Hartman compensation equal to the amount (including turnover tax) Koning & Hartman have charged to the Client for the service in question in the six months prior to the termination (respectively, would charge if the agreement did not last for six months).

24 Liability

Notwithstanding the provisions in article 10 (Liability), Koning & Hartman is only liable for demonstrable and attributable faults in the execution of the activities insofar these are the result of non-compliance by Koning & Hartman of the meticulousness, expertise and craftsmanship that can be relied on in the execution of the activities.

25 Education, Courses and Training Programmes

25.1 Insofar Koning & Hartman's services consist of providing education, courses or training programmes, Koning & Hartman can always require payment of the amount owed in question before commencement. The results of cancellation of participation in education, courses or training programmes will be governed by Koning & Hartman's customary rules.

25.2 If the number of applications gives cause to it at Koning & Hartman's discretion, Koning & Hartman is authorised to cancel the education programme, course or training programme or to combine it with one or more education programmes, courses or training programmes or to have them take place on another date or at another time.

IV. SECONDMENT

The provisions in this chapter "Secondment", apart from the General Provisions and, insofar as they are relevant, the provisions in chapter III (Services) of these General Terms, exclusively apply if Koning & Hartman and the Client have entered into an agreement regarding making a by Koning & Hartman specifically appointed employee (hereafter: the Secondee) available to the Client for the purpose of having this employee perform activities (secondment) under the management and supervision or direction of the Client.

26 Duration of the Agreement

26.1 Unless otherwise agreed upon in the agreement, the agreement is applicable for the duration of the activities commissioned by the Client.

26.2 If, in the agreement, a term for seconding the Secondee is included, the agreement ends automatically without any need for an announcement the moment the term ends unless the Client has the employee in question perform activities after that term. In this case, the agreement is considered to be extended with the same term as the initial term, unless the parties agree otherwise in writing.

26.3 The duration of the agreement can be extended if a request to this end has been submitted in writing at Koning & Hartman at least four weeks before the end date. If Koning & Hartman state in writing within four weeks after the date of the above-mentioned request that they are willing to consider the extension as non-recurring, further extension will not be possible anymore.

27 Continuity

27.1 Koning & Hartman will make every effort to ensure that the Secondee remains available for the duration of the agreement notwithstanding the provisions in article 1.8 (Replacement). Replacement of the Secondee always occurs after deliberation with the Client. Unless agreed upon otherwise in writing, the training period of the (new) Secondee will take no more than three working days. These days will not be charged if this has been agreed upon in writing.

27.2 If the Secondee demonstrably does not meet the agreed upon quality requirements and the Client notifies Koning & Hartman of this in writing within ten calendar days after commencement of their commissioned activities, the Client is authorised to request replacement of the Secondee to which request Koning & Hartman will give the highest priority. The Client's payment obligations regarding the activities to be performed by the Secondee (to be replaced) remain in effect.

27.3 In case of illness lasting longer than ten working days, Koning & Hartman will give the highest priority to a fitting replacement of the Secondee. Holiday or leave of the Secondee will be determined in deliberation with the Client.

28 Workplace

Koning & Hartman guarantee that the Secondee will comply with regulations, instructions and rules that apply on location at the buildings and on the grounds of the Client to which the Secondee has access, insofar these have been adequately notified to the Secondee and Koning & Hartman by the Client.

29 Rates and Costs

29.1 Koning & Hartman keeps a record of the Secondee's worked hours. Unless agreed upon otherwise in the agreement, remuneration of the hours worked by the Secondee is based on subsequent calculation at the rates mentioned in the agreement.

29.2 It is agreed upon which expenses qualify for reimbursement in the agreement. Travel and accommodation costs for official travels made with the permission of the Client are in any case completely reimbursed.

29.3 If no rates regarding overtime are recorded in the agreement, the agreed upon overtime between Koning & Hartman and the Client will be charged in accordance with the following rates:

- a. from 18:00 to 24:00: 150 % of the hourly rate;
- b. from 24:00 to 06:00: 200 % of the hourly rate;
- c. from 06:00 to 08:00: 150 % of the hourly rate;
- d. weekends and holidays: 200 % of the hourly rate;

Compensation for the availability of the Secondee outside of the above-mentioned, such as, for example, 'stand-by' will be agreed upon in writing separately.

29.4 Koning & Hartman is responsible for the timely payment of the to be paid payroll tax and national insurance contributions for the Secondee with regard to the agreement that are owed under the terms of legislation of the country in which Koning & Hartman is established.

29.5 Koning & Hartman indemnifies the Client against all claims by the tax authorities, respectively, the authorities in the field of national insurance schemes regarding taxes and national insurance contributions that are owed with regard to the secondment under the terms of legislation of the country in which Koning & Hartman is established.

29.6 At the Client's first request, Koning & Hartman provides the Client with a statement issued by the Tax and Customs Administration and/or authority for the execution of national insurance legislation in which a specification is made of payment of payroll tax and national insurance contributions. If the Client so wishes, but no more than once per quarter, Koning & Hartman provides the Client with a statement drawn up and signed by a registered accountant at the Client's costs (unless agreed upon otherwise) in which regarding every Secondee a specification is presented of the composition of the obligations that occurred for Koning & Hartman or for third parties engaged by them during the periods indicated in the request towards the Tax and Customs Administration and/or national insurance authorities as well as the extent in which these obligations are met.

30 Billing and Payment

30.1 Unless agreed upon otherwise, Koning & Hartman sends an invoice every month within two weeks after the end of the calendar month in question that needs to be paid within 14 days after the invoice date.

30.2 Every invoice is specified in the following manner:

- a. reference, order number, full personal information of every Secondee, applicable hourly rates and total sum;
- b. insofar applicable, an expenses specification.

30.3 The invoices are accompanied by copies of the documents on which the invoices are based (hour registration forms, receipts, etc.)

31 Liability

31.1 Notwithstanding the provisions in article 10 (Liability), Koning & Hartman is only liable for demonstrable and attributable faults in the execution of the activities insofar these are the result of non-compliance by Koning & Hartman of the meticulousness, expertise and craftsmanship that can be relied on in the execution of the activities.

31.2 Koning & Hartman accepts no liability for the results of the activities that were performed under the direction of the Client.

32 Intellectual Property Rights

32.1 The Client is only entitled to those intellectual property rights regarding works – software and websites included – that were especially developed to the Client's design and under the Client's management and supervision by the Secondee. The invoice sent to the Client by Koning & Hartman regarding the performed activities or delivered products can never be considered as a deed of transfer of rights in the sense of the Copyright Act.

32.2 The Client indemnifies Koning & Hartman against claims by third parties that state that due to or in connection with the execution of the agreement property rights and/or database rights of a third party are breached insofar such a breach regards the designs, goods or software that were made available by the Client to Koning & Hartman or were especially developed by the Secondee under the Client's management and supervision.

V. SOFTWARE DEVELOPMENT

The provisions in this chapter "Software Development", apart from the General Provisions of these General Terms and the special provisions from chapter III (Services) and chapter IV (Secondment), exclusively apply if Koning & Hartman develops software or, for example, a website by order of the Client other than by means of service or secondment. Chapter VI (Software Use and Maintenance) also applies to this software, except insofar it is deviated from in this chapter. The rights and obligations intended in this chapter exclusively apply to computer software in a readable form for data processing equipment and recorded on readable material for such equipment as well as to the accompanying documentation, all including any possible new versions to be provided by Koning & Hartman (hereafter: the Software).

33 Software Development

33.1 The parties will specify in writing which software will be developed and in which way this will occur. Koning & Hartman will develop the software meticulously based on the information to be provided by the Client for which the Client guarantees its correctness, completeness and consistency.

33.2 Koning & Hartman is authorised, but not obligated, to examine the correctness, completeness or consistency of the information or specifications made available to them and to suspend the agreed upon activities in the event of possible faults until the Client has removed the faults in question.

33.3 Notwithstanding the provisions in article 6 (Intellectual Property), the Client is granted the right to use the Software in their company or organisation under applicability of the provisions in chapter VI (Software Use and Maintenance). If and insofar this is explicitly agreed upon in writing, the source code of the Software, and only for the benefit of continuity purposes, as well as the technical documentation produced in the development of the Software, can be made available to the Client if the Client uses the above exclusively for their own use.

34 Delivery, Installation and Acceptance

34.1 Koning & Hartman will deliver and install the software to be developed to the Client in accordance with the written recorded specifications. Installation will only occur if an installation to be performed by Koning & Hartman is agreed upon in writing.

34.2 If an acceptance test is agreed upon in writing, the testing period lasts fourteen days after delivery or, if an installation to be performed by Koning & Hartman is agreed upon in writing, after completion of the installation. During the testing period, the Client is not permitted to use the Software for manufacturing or operational purposes.

34.3 The Software will be considered to be accepted between the parties:

- a. if no acceptance test is agreed upon between the parties: at delivery or, if an installation to be performed by Koning & Hartman is agreed upon in writing, at completion of the installation, or;
- b. if an acceptance test is agreed upon in writing between the parties: on the first day after the testing period, or;
- c. if Koning & Hartman receives a test report as intended in article 34.6 before the end of the testing period: the moment that the Faults specified in this test report have been repaired, notwithstanding the presence of imperfections that do not hinder acceptance according to article 34.7.

34.4 In deviation of the previous, the Software will be considered to be fully accepted from the moment of use if the Client makes any use of the Software (other than for testing purposes) prior to the moment of acceptance.

34.5 If in the execution of the agreed upon acceptance test the Software should turn out to contain Faults that hinder the progress of the acceptance test, the Client will inform Koning & Hartman of this in writing and in detail, in which case the testing period will be interrupted until the Software is adjusted in such a way that this hindrance is eliminated.

34.6 If in the execution of the agreed upon acceptance test the Software should turn out to contain Faults in the sense of article 6.7 (Repairing Faults), the Client will inform Koning & Hartman of the Faults no later than on the last day of the testing period by means of a written and detailed test report. Koning & Hartman will make efforts to the best of their abilities to repair the reported Faults within a reasonable period, in which Koning & Hartman is authorised to introduce temporary solutions or bypasses or problem-avoiding restrictions to the Software.

34.7 Acceptance of the Software cannot be denied on any other grounds than those related to the specifications explicitly agreed upon in writing between the parties and furthermore not due to the existence of small faults, being faults that do not reasonably hinder the operational or manufacturing use of the Software, notwithstanding Koning & Hartman's obligation to repair these small faults in the context of the guarantee regulation of article 37 (Guarantee), if applicable.

34.8 If the Software is supplied and tested in phases and/or parts, the non-acceptance of a certain phase and/or part does not impair possible acceptance of another phase and/or part. However, the acceptance of the final phase and/or part also means acceptance of the entire Software.

VI. SOFTWARE USE AND MAINTENANCE

The provisions in this chapter "Software Use and Maintenance", apart from the General Provisions of these General Terms, exclusively apply to all software made available by Koning & Hartman. The rights and obligations intended in this chapter exclusively apply to computer software in a readable form for data processing equipment and recorded on readable material for such equipment as well as to the accompanying documentation, all including any possible new versions to be provided by Koning & Hartman (hereafter: the Software).

35 Right of Use

35.1 Notwithstanding the provisions in article 6 (Intellectual Property), Koning & Hartman grants the Client the non-exclusive right to use the Software. The Client will promptly comply with the restrictions on use agreed upon between the parties. Notwithstanding the otherwise stipulated in these General Terms, the right of use of the Client exclusively covers the right to load and execute the Software.

35.2 The Software can only be used by the Client within their own company or organisation on one processing unit and for a certain amount or type of users or connections for which the right of use is granted. Insofar nothing to the sort has been agreed upon, the Client's processing unit on which the Software has been used for the first time and the number of connections that were connected to that processing unit at the time of the first use are considered to be the processing unit and number of connections for which the right of use is granted. In case of possible malfunction of the processing unit in question, the Software can be used on a different processing unit for the duration of the malfunction. The right of use can be related to multiple processing units insofar this is explicitly stated in the agreement.

35.3 The right of use is non-assignable. The Client is not permitted to sell, to let, to sublicense, to alienate or to grant limited rights to the Software and the carriers on which it is stored or in any way or for whichever purpose make it

available to a third party, not even if the third party in question exclusively uses the Software for the benefit of the Client.

35.4 The Client will not alter the Software other than in the context of repairing Faults and will not use it in the context of processing data for the benefit of third parties ('time sharing'). The Software's source code and the technical documentation produced in the development of the Software are not made available to the Client.

35.5 Immediately after the end of the right of use of the Software, the Client will return all copies of the Software in the Client's possession to Koning & Hartman. If the parties have agreed that the Client at the end of the right of use will destroy the copies in question, the Client will make an immediate written announcement to Koning & Hartman of such destruction.

36 Delivery, Installation and Acceptance

36.1 Koning & Hartman will supply the Software on the agreed upon type and format of information carrier to the Client and if an installation to be performed by Koning & Hartman is agreed upon in writing, Koning & Hartman will install the Software at the Client's.

36.2 If an acceptance test has been agreed upon in writing, the provisions in articles 34.2 (Acceptance) up to and including 34.8 apply equally.

36.3 If the execution of an acceptance test was not agreed upon between the parties, the Client accepts the Software in the state it is in at the time of delivery, notwithstanding Koning & Hartman's obligations regarding the guarantee of article 37 (Guarantee).

37 Guarantee

37.1 During a period of three months after delivery, or, if an acceptance test was agreed upon between the parties, three months after acceptance, Koning & Hartman, to the best of their ability, will repair any possible Faults in the software in the sense of article 6.7 (Repairing Faults) if these are reported in detail and in writing to Koning & Hartman within that period. Koning & Hartman does not guarantee that the Software will work without interruptions or Faults or that all Faults will be repaired. Koning & Hartman's guarantees regarding the Software will never entail more than is guaranteed by Koning & Hartman's relevant manufacturer or supplier.

37.2 The repair will be free if development occurred at a fixed price. In other cases, Koning & Hartman will charge their customary rates and costs of repair. Koning & Hartman can furthermore charge their customary rates and costs of repair if it concerns wrong or improper use by the Client or if it concerns other causes not attributable to Koning & Hartman or if the Faults could have been ascertained during the agreed upon acceptance test. Repair of mutilated or lost data is not under guarantee. The guarantee obligation expires if the Client alters or has alterations made to the Software without Koning & Hartman's written permission.

37.3 Repairing Faults will take place at a location specified by Koning & Hartman. Koning & Hartman is authorised to implement temporary solutions, software bypasses or problem-avoiding restrictions in the Software. If Koning & Hartman needs to perform activities at the Client's location, travel and accommodation costs can be charged separately.

37.4 After expiry of the guarantee period intended in article 37.1, Koning & Hartman is not obliged to repair any possible Faults and/or other imperfections unless the parties have entered into a maintenance agreement that involves such repairs.

38 Complaints

38.1 Notwithstanding the provisions of article 8.4 of these General Terms, any possible complaints can only be taken into consideration if Koning & Hartman receives them in writing within eight (8) days after delivery. Complaints for hidden defects are only possible within the guarantee period.

38.2 In deviation of the provisions of Article 38.1, complaints regarding goods for which a test or inspection takes place need to occur immediately on the date on which the test or inspection takes place and at the site on which this test or inspection takes place and need to be confirmed to Koning & Hartman in writing forthwith.

38.3 Complaints can only be taken into consideration if the nature and the grounds of the complaints are stated in detail.

38.4 Complaints regarding an invoice need to be filed at Koning & Hartman in writing within eight (8) days after the invoice date.

38.5 If no complaints have been made within the applicable period or if this does not occur in the prescribed manner, the delivered will be considered to meet the agreement and to be unconditionally accepted and approved by the Client; an invoice for which a complaint has not been filed in the prescribed manner and within the period of eight days as mentioned in Article 38.4 will be considered to be unconditionally accepted and approved by the Client.

38.6 If a complaint regarding the delivered goods by Koning & Hartman is found to be valid, Koning & Hartman is exclusively obligated to replace or repair the faulty goods. Subsequently, the Client does not have any right for compensation of any kind.

38.7 Filing a complaint never releases the Client of their payment obligations towards Koning & Hartman.

38.8 Returning the supplied or parts thereof for any reason can only take place after prior explicit permission and shipping instructions by Koning & Hartman.

39 Maintenance

39.1 The provisions regarding maintenance only apply if the parties have agreed upon in writing that Koning & Hartman will perform maintenance on the Software. With regard to the duration and termination of the agreement, the provisions in article 9.1 (Duration and Termination) apply in the understanding that termination occurs taking into account a six-month notice period in deviation of the provisions in article 9.1.

39.2 The obligation for maintenance within the agreed upon rates only covers the software that is included in the actual agreed upon installed base (software list) of the Client. The Client, in deliberation with Koning & Hartman, ensures that the installed base always remains accurate. In case Koning & Hartman performs maintenance activities with regard to software that, at the time of the activities, is not mentioned in the installed base, Koning & Hartman will perform these activities based on subsequent calculation at the customary rates.

39.3 Koning & Hartman has the right to inspect the software and equipment containing the installed software that needs to be maintained and (software that is installed on) equipment connected with the relevant equipment beforehand. Based on aforementioned inspection, Koning & Hartman is authorised to not perform maintenance on the software in question or to set further conditions under which the software will be maintained. Further conditions in any case refers to the adjustment / upgrading of the software, equipment, system software and/or connected networks in accordance with Koning & Hartman's instructions.

39.4 If a maintenance agreement is in effect for the software or if it is agreed upon explicitly in writing that maintenance of the software is included in the usage fee, the Client, in accordance with Koning & Hartman's customary procedures, will notify Koning & Hartman of the found Faults in the software in detail. After receiving the notification, Koning & Hartman will try to repair Faults in the sense of article 6.7 (Repairing Faults) and/or improve later, new versions of the software to the best of their ability. The results will, depending on the urgency, be made available to the Client in a manner and term to be determined by Koning & Hartman. Koning & Hartman is authorised to implement temporary solutions, software bypasses or problem-avoiding restrictions in the Software.

39.5 Koning & Hartman can charge their customary rates and costs of repair if it concerns wrong use or improper use or other causes not attributable to Koning & Hartman or if the Software has been altered by parties other than Koning & Hartman. Repair of mutilated or lost data is not under guarantee.

39.6 If the Client has not entered into a maintenance agreement with Koning & Hartman at same the time the Client entered into the agreement to make the Software available, Koning & Hartman cannot be bound to enter into a maintenance agreement at a later date.

40 Third-party Software

40.1 If and insofar Koning & Hartman makes (standard) third-party software available to the Client, the conditions of those third parties with regards to that software, unless otherwise communicated to the Client in writing by Koning & Hartman, will apply and the relevant license agreement is considered to have come into effect between the Client and the relevant third party. The Client accepts the aforementioned conditions of third parties. These conditions are mostly enclosed in the relevant software's packaging or processed in the software. Furthermore, Koning & Hartman will send these conditions to the Client at the Client's request. The provisions in this article also apply to software, supplied by Koning & Hartman to the Client, put into use by accepting a so-called 'shrink wrap' license in which the license agreement between the Client and the relevant third party comes into effect by opening the packaging of the software in question.

40.2 If and insofar the third-party conditions in question are considered not to apply or are explicitly excluded from application in writing for any reason in the relationship between the Client and Koning & Hartman, the provisions in these terms apply.

VII. SALE OF EQUIPMENT

The provisions in this chapter "Sale of Equipment", apart from the General Provisions of these General Terms, exclusively apply if Koning & Hartman sells equipment, network components or other matters to the Client. The statutory provisions of Book 7 of the Civil Code regarding consumer sale do not apply to this chapter.

41 Delivery

41.1 The equipment sold by Koning & Hartman to the Client will be delivered to the Client at the location of Koning & Hartman's warehouse. If agreed upon in writing, Koning & Hartman will deliver the equipment sold to the Client to a location in the Netherlands thus indicated by the Client at Koning & Hartman's customary costs for that delivery. For locations that are difficult to reach for delivery, including islands, Koning & Hartman is authorised to charge additional costs for the delivery.

41.2 Koning & Hartman will, in time before the delivery, notify the Client of the location and the time on which they intend to deliver the equipment.

41.3 Koning & Hartman will package the equipment for delivery according to their customary, valid standards. In case the Client desires special packaging, the additional costs for that packaging will be payable by the Client.

41.4 With respect to the released packaging of the equipment delivered by Koning & Hartman, the Client will act according to the applicable government regulations. The Client indemnifies Koning & Hartman against claims by third parties regarding non-compliance with such regulations.

41.5 Not affecting the provisions in the White and Brown Goods Disposal Decree and the Packaging and Packaging Waste Directive or any possible new regulations in this field, the Client is bound to pay for the costs following from the execution of these statutory regulations. These costs can, among others, consist of the costs for taking back obsolete equipment and the destruction of that equipment.

41.6 Koning & Hartman will ensure the removal of the materials accrued to them, such as packaging of products delivered by Koning & Hartman. The removal of waste from third parties is not part of Koning & Hartman's obligations. If the Client requests Koning & Hartman to remove old materials (such as networks, cabinets, cable ducts, packaging materials, Equipment) or if Koning & Hartman is obligated to do so, Koning & Hartman can accept this request by means of a written order at Koning & Hartman's customary rates under the condition that aforementioned materials at all times remain the property of the Client. At the Client's request, Koning & Hartman makes facilities available at the Client's costs and risk in order to remove the materials in accordance with the valid environmental regulations.

42 Installation & (Pre)configuration

42.1 If agreed upon in writing, Koning & Hartman will install the equipment or have it installed.

42.2 If Koning & Hartman installs the delivered or to be delivered equipment/software for the Client, or configures the equipment to be delivered in a specific way, this exclusively takes place according to specifications agreed upon beforehand with the Client in writing. Koning & Hartman is not liable for faults and other disruptions with regard to the proper functioning of equipment fitted with the (pre)configuration in question. In case the Client provides software or other information or has it provided to Koning & Hartman for the benefit of the execution of the installation or configuration activities, the Client ensures that all relevant (copyright) permissions and license terms are complied with. The Client indemnifies Koning & Hartman against claims by third parties to that effect.

42.3 In case Koning & Hartman performs installation activities, the Client will make a fitting installation location with all necessary facilities, such as cabling and telecommunication facilities, available prior to delivery of the equipment.

42.4 If desired, Koning & Hartman will submit a tender to the Client regarding the installation of these facilities.

42.5 The Client will provide access to Koning & Hartman for the execution of the necessary activities to the installation location during Koning & Hartman's normal working hours.

42.6 Unless explicitly agreed upon otherwise in writing, equipment together with its contained software is exclusively intended to function in normal office environment conditions, being a closed off room with an ambient temperature between 15°C and 32°C with a maximum fluctuation of 5°C per hour and at a relative humidity between 20 % and 80 % with a maximum fluctuation of 20 % per hour. The maximum allowed potential difference (peaks) is +/- 2 %. Magnetic fields or static electricity needs to be avoided.

43 Return Shipments

43.1 Koning & Hartman is not obligated to accept the Client's return shipments if they have not given prior permission to that end. In principle, return shipments are not accepted if 10 working days have expired after delivery to the Client. With regard to return shipments, the following also applies:

- a. The packaging of the goods is undamaged, nor written on, nor covered with material by parties other than Koning & Hartman;
- b. The returned goods are in an 'as new' condition;
- c. The returned goods are complete, including accompanying documentation, information and other items sent along with the goods in question;
- d. The administrative procedure indicated by Koning & Hartman's relevant business division is complied with.

43.2 Receiving return shipments in no case implies recognition by Koning & Hartman of the grounds specified by the Client for the return shipment and leaves the Client's payment obligation unimpaired. The ownership (insofar the

Client has paid in full) as well as the risk of the returned goods continues to rest with the Client until the paid portion of the price of the returned goods by the Client has been credited by Koning & Hartman.

43.3 Koning & Hartman reserves the right to increase the possible crediting following from the return shipments under deduction of administration and processing costs of 15 % of the price of the returned goods, with a minimum of € 100 (one hundred EUR), with the addition of possible costs following from repair of damage to goods or packaging attributable to the Client.

44 Delivery, Installation and Acceptance

44.1 Koning & Hartman will make the equipment available to the Client by delivery in accordance with article 41 (Delivery) or, if an installation to be performed by Koning & Hartman is agreed upon in writing, by installation of the equipment at the Client's.

44.2 The equipment will be considered to be accepted between the parties on the date of delivery or, if an installation to be performed by Koning & Hartman is agreed upon in writing, on the date on which the installation will be completed. Notwithstanding the provisions in this article, the equipment is in any case considered to be accepted by the Client the moment it becomes operational.

45 Guarantee

45.1 During a period of 3 (three) months after availability as intended in article 44 (Delivery, Installation and Acceptance), Koning & Hartman will, to the best of their abilities, repair any possible material and manufacturing errors in the equipment as well as in parts that have been supplied by Koning & Hartman in the context of guarantee or maintenance if these have been announced within this period in writing and in detail to Koning & Hartman. All replaced parts become the property of Koning & Hartman. Koning & Hartman's guarantees regarding the Software will never entail more than is guaranteed by Koning & Hartman's relevant manufacturer or supplier.

45.2 The guarantee obligation expires if malfunctions or Faults are entirely or partially the result of improper, negligent or incompetent use and/or the result of exterior causes, such as fire or water damage and/or other causes not attributable to Koning & Hartman.

Furthermore, the guarantee obligation expires if:

the Client placed this equipment in a room that does not meet standard office environment conditions as intended in article 42.6 (Office Environment Conditions), or;

- a. the Client alter or has alterations made to the equipment or to the parts delivered in the context of guarantee or maintenance by Koning & Hartman, without Koning & Hartman's written permission, or;
- b. in case of occurrence of a malfunction or Fault as a result of a malfunction or Fault, the Client did not promptly and properly lodge a complaint and has done everything possible to limit the damage, also including disabling equipment or putting it out of commission and having copies and recent backups of data and software available.

45.3 Costs as a result of, or relating to, the circumstance that the Client, in case of a malfunction or Fault, did not promptly and properly lodge a complaint as well as the activities to be performed by Koning & Hartman as a result of the circumstance, that the Client has not done everything possible within reason in order to limit the damage, also including disabling equipment or putting it out of commission and having copies and recent backups of data and software available, as well as activities relating to repair activities which are not under the guarantee obligations, will be charged by Koning & Hartman in accordance with their customary rates. If Koning & Hartman needs to perform activities at the Client's location, travel and accommodation costs can be charged separately.

45.4 The Client is at all times responsible for the timely creation of backup copies of data and software. Repair of lost data does not fall under Koning & Hartman's (guarantee) obligations. If agreed upon, Koning & Hartman can assist the Client with this against payment of the in that case customary rates.

45.5 Koning & Hartman does not guarantee that no Faults or other imperfections will occur in the equipment.

46 Koning & Hartman does not guarantee that no Faults or other imperfections will appear in the equipment / Complaints

46.1 Notwithstanding the provisions of article 8.4 of these Terms, any possible complaints can only be taken into consideration if Koning & Hartman receives them in writing within eight (8) days after delivery. Complaints for hidden defects are only possible within the guarantee period.

46.2 In deviation of the provisions of Article 46.1, complaints regarding goods for which a test or inspection takes place need to occur immediately on the date on which the test or inspection takes place and at the site on which this test or inspection takes place and need to be confirmed to Koning & Hartman in writing forthwith.

46.3 Complaints can only be taken into consideration if the nature and the grounds of the complaints are stated in detail.

46.4 Complaints regarding an invoice need to be filed at Koning & Hartman in writing within eight (8) days after the invoice date.

46.5 If no complaints have been made within the applicable period or if this does not occur in the prescribed manner, the delivered will be considered to meet the agreement and to be unconditionally accepted and approved by the Client; an invoice for which a complaint has not been filed in the prescribed manner and within the period of eight days as mentioned in Article 46.4 will be considered to be unconditionally accepted and approved by the Client.

46.6 If a complaint regarding the delivered goods by Koning & Hartman is found to be valid, Koning & Hartman is exclusively obligated to replace or repair the faulty goods. Subsequently, the Client does not have any right for compensation of any kind.

46.7 Filing a complaint never releases the Client of their payment obligations towards Koning & Hartman.

46.8 Returning the supplied or parts thereof for any reason can only take place after prior explicit permission and shipping instructions by Koning & Hartman.

VIII. INSTALLATION

The provisions in this chapter "Installation" are based on the General Delivery Conditions for Mechanical and Electrical Installers 2007 (hereafter: ALIB) and apart from the General Terms and other possibly further applicable conditions of these General Terms, and exclusively apply if Koning & Hartman installs (hereafter: the "Installation Activities") equipment, network systems and/or cabling (hereafter: "the System").

47 The Client's Obligations

47.1 The Client will provide the connection options for the benefit of the power necessary for the System, the Installation activities and their trial on time, but in any case before commencement of the Installation activities. The Client shall pay the costs for the required power.

47.2 The Client ensures the connection of the System or the installations to a public telecommunications network. The (connection) charges related to this are to be paid by the Client. If agreed upon in writing, Koning & Hartman will provide instructions regarding the intended connection to a public telecommunication network.

47.3 The Client needs to ensure that activities to be performed by third parties (such as structural works) and/or deliveries that are not part of the Installation activities, but are necessary for the correct and prompt execution of the Installation activities by Koning & Hartman, are performed in such a way and prompt manner that the Installation activities are not delayed or hindered and if (it can be expected that a) delay still occurs as intended in this article, the Client needs to inform Koning & Hartman immediately of this.

47.4 If the commencement and progress of the Installation activities is delayed by circumstances for which the Client is responsible, any damage to Koning & Hartman following from this needs to be compensated by the Client if this damage is directly related to the delay. Both the Client and Koning & Hartman will make an effort to limit the aforementioned damage as much as possible.

47.5 For the benefit of the Installation activities, the Client ensures the timely presence of adequate and safe auxiliary equipment and resources for the horizontal and vertical move of heavy parts necessary for the System and for the accessibility and availability of the location of the System as well as for the suitability of the access roads to the Installation activities' location.

47.6 The Client is liable for damage to and loss of materials, parts or tools that have been supplied by Koning & Hartman or third parties employed by Koning & Hartman for the Installation activities and that are managed by the Client unless such damage and/or such loss is directly attributable to Koning & Hartman.

47.7 The Client allows Koning & Hartman to place name signs and advertising free of charge at the installation's location or to the System during the period in which Koning & Hartman performs (installation and/or maintenance) activities.

47.8 With regard to the Client's obligations, article 4 ALIB ("The Client's Obligations) also fully applies. In this regard, "the Client" and "the technical contractor" needs to be read as "the Client" and "Koning & Hartman" respectively in paragraph 1 up to and including paragraph 21 of article 4 ALIB.

48 Settlement of Additional and Less Work

48.1 In addition to the provisions in article 13 (Alterations) and 14 (Additional Work), each of the totals or the balance of the additional payments and deductions as a result of alterations to contract documents, will not total more than 15 %

and 10 % respectively of the agreed upon fixed price (contract price) unless explicitly agreed upon otherwise in writing.

49 Completion

49.1 The System can be considered as completed:

- a. either if Koning & Hartman has notified the Client in writing that the Installation activities are completed and the Client has approved or accepted the System;
- b. or if no more than eight days have passed after Koning & Hartman has notified the Client in writing that the Installation activities are completed and the Client has failed to approve or accept the System within that period;
- c. or if the Client puts the System into use (prematurely) in the understanding that due to putting parts of the System into use (prematurely) that part is considered to be completed;
- d. or if visual inspection of the System by Koning & Hartman has taken place and a delivery report has been drawn up and presented to the Client.

49.2 Faults that can be repaired within the guarantee period as intended in article 51 (Guarantee) and that do not substantially influence the System's functions, will not hinder completion.

49.3 Completion releases Koning & Hartman of all liability for faults unless the Client demonstrates that they could not have reasonably been able or should not have to discover such faults at the time of completion.

50 Payment

50.1 If it is agreed upon that the Client, prior to the execution of the Installation activities, will pay the agreed upon remuneration; this needs to take place within seven days after the order for the Installation activities by Koning & Hartman has been confirmed by the Client in writing.

50.2 For the rest, every payment always needs to take place within thirty days after the invoice date. In case it is agreed upon that payment needs to take place in instalments equal to the duration of the Installation activities, the following instalments apply unless indicated otherwise in the tender or agreement:

- a. 1st instalment: 30 % of the contract sum immediately after confirmation by Koning & Hartman of the order to start the Installation activities.
- b. 1st instalment: 30 % of the contract sum upon reaching 30 % of the agreed upon duration of the Installation activities.
- c. 3rd instalment: 30 % of the contract sum upon reaching 60 % of the agreed upon duration of the Installation activities.
- d. 1st instalment: 10% of the contract sum upon completion of the system.

51 Guarantee

51.1 During a period of 3 (three) months after completion, as intended in article 49 (Completion), Koning & Hartman will, to the best of their ability, repair any possible material and manufacturing errors in the System if these have been reported to Koning & Hartman in writing and in detail within this period. All replaced parts become the property of Koning & Hartman.

51.2 The guarantee obligation expires if the errors mentioned in the previous paragraph are entirely or partially the result of improper, negligent or incompetent use and/or the result of exterior causes, such as, for example, fire or water damage and/or other causes not attributable to Koning & Hartman.

51.3 The guarantee obligation also expires in the cases as intended in article 45.2 (Guarantee Expiration):

51.4 Articles 45.3 (Late Complaints), 45.4 (Backup Obligation) and 45.5 (Faults) apply accordingly.

52 Special Provisions

52.1 The Client guarantees to ensure that the immovable property where Koning & Hartman will perform or performs the installation meets the Dutch Building Regulations, the NEN 1010 and the NEN 3140. The Client ensures that the immovable property/properties in question is/are weatherproof. The System must not be exposed to fluids, weather influences or ultraviolet light. Should the System be exposed or if it is exposed to above-mentioned influences, Koning & Hartman is authorised to suspend the execution of the activities at the Client's costs and risk. In that case, Koning & Hartman will deliberate with the Client.

52.2 The Client is responsible for and bears the costs for all applications relating to the permits, exemptions and local additional requirements set by the government and/or utility companies necessary for the Installation activities and the System, and the relevant drawings that are required for the execution of the Installation activities and the set-up of the System.

52.3 The Client will notify Koning & Hartman regarding the correct location of the (underground) cables and mains located in or near the site of the Installation activities and the System if applicable. In the event of performing drilling on request of the Client, Koning & Hartman exclusively works on indication and instructions of the Client who will

outline the drill locations on the floor and/or the wall. In the unlikely event that Koning & Hartman damages a main at the location indicated by the Client, Koning & Hartman is not liable for the damage resulting from this.

52.4 With regard to taking back waste, packaging or old materials (such as networks, cabinets, cable ducts, packaging materials and equipment), the provisions in articles 41.5 (White and Brown Goods Disposal Decree) and 41.6 (Waste Removal) apply.

52.5 If the Client has a reasonable suspicion that there are materials in their building(s) in which hazardous substances are used (including asbestos), the Client is obligated to immediately notify Koning & Hartman in writing. The Client is liable for all damage and/or costs that arise due to or in connection with aforementioned materials and/or the hazardous substances. In case of doubt regarding the above-mentioned, the Client will grant Koning & Hartman approval beforehand for executing an inventory for hazardous substances at the Client's costs. If during the execution of the Installation activities hazardous substances are found, Koning & Hartman is authorised to immediately suspend and/or terminate the activities. The Client will ensure adequate removal of the hazardous substances at own costs and risk. The costs for removing any possible hazardous substances are to be paid by the Client.

In case of suspension as intended in this article, the activities will only commence or resume after the Client has presented Koning & Hartman with a statement in which the location of the Installation activities is cleared for executing the activities by a recognised and certified agency.

52.6 Koning & Hartman is authorised to immediately suspend the Installation activities in case a situation arises or is imminent that can threaten or is threatening the safety, health or well-being of persons. The Client is responsible for and bears the costs of taking adequate, effective measures in order to create a safe work environment, meeting working conditions and environmental regulations. Furthermore, the Client is obligated, if damage is caused to health, to limit the results of this as much as possible. After a suspension as intended in this article, Koning & Hartman will resume the Installation activities after the Client has sufficiently demonstrated that a safe situation has been created and the Client has compensated the costs Koning & Hartman has incurred (such as costs of the survey, inspection and purchase of protective equipment).

52.7 Notwithstanding the provisions in article 10 (Liability), the Client bears the risk for all circumstances as intended in this article 52 and the Client will compensate all damage that Koning & Hartman suffers as a result of such a circumstance. The Client will indemnify Koning & Hartman against all damage of third parties and/or by the Client and/or third parties/employees employed by Koning & Hartman as a result of a circumstance as stated in this article 52. The aforementioned liability is supplementary/complementary to liability following from the law.

52.8 In accordance with Working Conditions regulations, it is not allowed to perform electrotechnical activities while the power to the section of the system on which the activities need to be performed is not disconnected, excluding a number of situations as described in the NEN 3140. The Client guarantees to disconnect the power of the section of the System in question every time on Koning & Hartman's request, so that Koning & Hartman's employees or third parties will experience no damage to health or materials as a result of this.

52.9 In accordance with Working Conditions regulations, it is not permitted to perform activities in damp (crawl) spaces. The Client is responsible at their own costs for taking adequate measures in order to prevent situations of damp (crawl) spaces. If Koning & Hartman needs to perform Installation activities in a damp (crawl) space, they are authorised to suspend the Installation activities and will only resume the activities once, in Koning & Hartman's opinion, a safe situation is created.

52.10 Waiting times as a result of the fact that Koning & Hartman cannot start the Installation activities on the agreed upon times or if they are unable to perform them continuously (including, but not limited to, discovering asbestos, dangerous situations, power problems and damp crawlspaces) will be charged separately to the Client at the in that case applied conditions and compensation for the invested time. Koning & Hartman is at all times authorised to suspend the Installation activities at the Client's risk and costs if one of the aforementioned situations occur.

IX. EQUIPMENT MAINTENANCE

The provisions in this chapter "Equipment Maintenance", apart from the General Provisions of these General Terms, exclusively apply if Koning & Hartman and the Client have entered into an agreement for the maintenance of equipment, networks or software. The maintenance exclusively applies to the equipment agreed upon in writing.

53 Duration of the Maintenance Obligation

With regard to the duration and termination of the agreement, the provisions in article 9.1 (Duration and Termination) apply in the understanding that termination occurs taking into account a six-month notice period in deviation of the provisions in article 9.1.

54 Maintenance

54.1 Maintenance is considered to be:

- a. preventative maintenance: the by Koning & Hartman deemed necessary inspection, configuration and cleaning of the equipment for the prevention of malfunctions;
- b. corrective maintenance: the removal of malfunctions of equipment caused under normal use of the equipment as a result of natural wear and tear and by inherent defects of the equipment, as well as the execution of the necessary repairs and the replacement of broken-down or damaged parts;
- c. remote preventative maintenance: preventative maintenance by means of a realised connection with the equipment through telecommunication facilities;
- d. remote corrective maintenance: corrective maintenance by means of a realised connection with the equipment through telecommunication facilities;

54.2 In this chapter, Malfunction is considered to be the non-compliance with the specifications of the equipment agreed upon in writing or not complying with them without interruption. It only concerns a malfunction if it can be demonstrated and reproduced by the Client.

54.3 Unless agreed upon otherwise in writing, the Maintenance is performed during Koning & Hartman's current working hours from Monday up to and including Friday (with the exception of generally recognised holidays) between 08:00 and 18:00, with a maximum of eight hours per day.

54.4 If Maintenance commences during the office hours intended in article 54.3 (Maintenance Hours) and Koning & Hartman's maintenance personnel deems it necessary that the activities are continued outside of these hours, the Client will be charged for those hours at the applicable rates. In general, the activities will not continue for more than one hour outside of the intended office hours.

55 Koning & Hartman's Obligations

55.1 For the duration of the maintenance agreement, Koning & Hartman is obligated to repair malfunctions to the best of their ability that have been reported to Koning & Hartman by the Client in accordance with article 56.2 (Maintenance and Operating Conditions). The obligation for maintenance within the agreed upon rates only covers the equipment that is included in the actual agreed upon installed base (equipment list) of the Client. The Client, in deliberation with Koning & Hartman, ensures that the installed base always remains up-to-date. In case Koning & Hartman performs maintenance activities regarding equipment that, at the time of the activities, is not mentioned in the installed base, Koning & Hartman will perform these activities based on subsequent calculation at the customary rates.

55.2 If the parties have agreed upon a period of time in which the repairs need to be executed (for example, repair period or call-to-fix), this needs to be recorded in a Service Level Agreement (SLA), which is part of the agreement. Repair period or call-to-fix exclusively applies to repairs to hardware as mentioned in the current installed base and never to software. Koning & Hartman will, unless agreed upon otherwise in writing, ensure in 80% of the notifications a solution to the malfunction in the hardware within the repair period or call-to-fix stated in the SLA in question. If Koning & Hartman replaces the equipment in question or parts thereof for clearing the malfunction and the malfunction nevertheless continues to take place, the malfunction is considered to be located indisputably outside of the equipment and the agreed upon repair period or call-to-fix does not apply. Parties can in that case agree that Koning & Hartman traces the malfunction at their customary rates and assist in solving the malfunction.

55.3 Koning & Hartman reserves the right to, among others, suspend their maintenance obligations for the period that circumstances occur at the location of the equipment that, in Koning & Hartman's opinion, carry risks with regard to health and safety of Koning & Hartman's employees and/or third parties employed by Koning & Hartman for the execution of the maintenance. The provisions in article 52 (Special Provisions) apply in full.

55.4 Koning & Hartman ensures keeping their expertise regarding the equipment up-to-date. Koning & Hartman will register and record the information relevant to maintenance of the equipment regarding the activities performed on the equipment in their administration. Koning & Hartman will, on first request, provide the Client with access to the thus recorded information.

55.5 Replacement of parts occurs if, in Koning & Hartman's opinion, this is necessary to repair or prevent malfunctions. All replaced parts become or remain the property of Koning & Hartman.

55.6 With regard to backup copies of data and software, the provisions in article 45.4 (Backup) apply.

56 Maintenance and Operating Conditions

56.1 The Client can have the equipment moved at their own costs after Koning & Hartman's prior written permissions, which will not be denied on unreasonable grounds.

56.2 In case of a malfunction, the Client will notify Koning & Hartman by means of a detailed description of the occurring malfunction drawn up by an expertly skilled employee of the Client. Notification of the malfunction takes place in the operating procedure as indicated by Koning & Hartman. The Client is bound to provide immediate access

to Koning & Hartman's employees or third parties appointed by Koning & Hartman to the equipment's location and to provide all necessary cooperation.

56.3 On Koning & Hartman's request, an expertly skilled employee of the Client will be present for consultation during the maintenance activities. The Client has the right to be present at all activities to be performed for the benefit of the Client.

56.4 The Client makes the equipment available to Koning & Hartman for the benefit of above-mentioned activities.

56.5 The Client is not authorised to connect equipment supplied by Koning & Hartman. The costs of inspections and repairing malfunctions that follow from connecting equipment, and keeping it connected, not supplied by Koning & Hartman, are to be paid by the Client.

56.6 If, in Koning & Hartman's opinion, it is necessary for maintenance of the equipment that the connections of the equipment with other systems or equipment is tested, the Client will make these systems or equipment as well as any relevant test procedures and information carriers available to Koning & Hartman.

56.7 Testing material required for the maintenance activities not belonging to Koning & Hartman's standard equipment needs to be made available by the Client.

56.8 The Client is responsible for and bears the costs of the technical, spatial and telecommunication facilities necessary for making the equipment function. The maintenance explicitly does not cover aforementioned facilities and connections.

57 Exceptions

57.1 Activities due to the inspection or repair of malfunctions following from the inexpert use of the equipment or from exterior causes, such as faults in communication lines or power supply or links with or use of equipment, software or materials not covered by this agreement, are not part of Koning & Hartman's maintenance obligations on grounds of the agreement and can be charged separately to the Client at the applicable rates.

57.2 Unless explicitly agreed upon otherwise in writing, the maintenance price does not include:

- a. the replacement of consumer goods, such as, among others, (magnetic or digital) storage media and ink or toner cartridges, storage batteries, batteries or antennae;
- b. the replacement costs of parts as well as maintenance services for the repair of malfunctions that are caused fully or partially by attempts to repair or by activities by others than Koning & Hartman or their auxiliaries;
- c. activities for the benefit of partial or entire revision of the equipment;
- d. modifications to equipment;
- e. movement, relocation, reinstallation of equipment or activities resulting from this;
- f. malfunctions occurring if the equipment is not used in the standard office environment conditions as described in article 42.6 (Office Environment Conditions);
- g. updates or upgrades of equipment or software.

58 Rates and Payment

58.1 Insofar it is not recorded in the maintenance agreement, Koning & Hartman's customary basic maintenance rate applies within the hours mentioned in article 54.3. In case of overtime, the provisions in article 29.3 apply, unless agreed upon otherwise in writing.

58.2 The maintenance fee, increased by the owed turnover tax and other levies that are imposed by the government, is paid in advance for the duration of one year each time unless agreed upon otherwise in writing.

59 Scope

59.1 The maintenance agreements only apply to the country in which the branch of Koning & Hartman in question is established and insofar it concerns equipment set up in the country in question.

X. ORDERING ELECTRONICALLY

The provisions in this chapter "Ordering Electronically", apart from the General Provisions of these General Terms, exclusively apply if Koning & Hartman provides the Client with access to a website or other electronic medium maintained by Koning & Hartman or on behalf of Koning & Hartman on which goods and services are offered (hereafter: the Website) and can be ordered.

60 Use

60.1 Koning & Hartman grants the Client the right to use the Website. The Client's right of use exclusively comprises of the right to order goods or services via the Website. Any other use, including the reproduction of data on the Website or disclosing it, requires Koning & Hartman's prior written permission. Koning & Hartman reserves the right to, at all

times, provide further instructions regarding the use of the Website and the security measures that need to be observed by the Client and the Authorised persons as defined in article 61.1.

60.2 The use of the Website by the Client is free of charge unless the Client and Koning & Hartman agree otherwise in writing.

60.3 All orders and deliveries following from the use of the Website take place under the applicability of Koning & Hartman's General Terms.

60.4 The right of use is non-assignable. The Client is not permitted to make the use of the Website or derived data in any way or for whichever purpose available to a third party (also including referrals to other internet sites, hyperlinks, etc.), also not if the third party in question uses the Website exclusively for the benefit of the Client.

60.5 All intellectual property rights (including copyrights, trademark rights and trade name rights) on information mentioned on the Website are accrued to Koning & Hartman or their licensors. Koning & Hartman's prior written permission is required for copying and supplying data from the Website to third parties.

61 Access and Access Code

61.1 Authorised persons in the sense of this article are exclusively persons who:

- a. are authorised to legally represent the Client and are sufficiently qualified and trained to use the Website properly and;
- b. are registered as Authorised person at Koning & Hartman by the Client in a document signed by both the Client and the person in question;
- c. are accepted by Koning & Hartman as Authorised person because for the person in question a unique user-identifier (hereafter: User-ID) is created and access rights are granted.

61.2 The Client ensures that the Authorised persons are fully informed regarding the applicability of these General Terms as well as on the applicable rules and procedures as they apply to the Website. Koning & Hartman will provide the necessary information and, if necessary, support for this purpose.

61.3 The Client keeps a register of all Authorised persons (hereafter: the Register) and informs Koning & Hartman in advance regarding alterations the Client is intending to make to the Register. If the alteration entails the removal of an Authorised person from the Register, this alteration will come into effect the moment Koning & Hartman have altered or removed the access rights and User-ID of the person involved. If the alteration entails an addition of an Authorised person to the Register, the alteration will come into effect the moment the alteration is accepted and processed by Koning & Hartman.

61.4 Authorised persons receive a personal and unique User-ID and password from Koning & Hartman intended to gain access to the Website. The User-ID and password are strictly personal and as such are not to be used by people other than the Authorised persons unless prior written consent is granted by Koning & Hartman.

61.5 The Client guarantees that the Authorised persons:

- a. Will not in any way provide the User-ID and password to others;
- b. Will not store the User-ID and password as a(n) (electronic) data file;
- c. Will refrain from actions that could lead to any third party gaining (unauthorised) access to the Website;
- d. Will take all reasonably required measures in order to prevent that any third party could gain (unauthorised) access to the Website;
- e. Will comply with Koning & Hartman's further instructions regarding the use of the Website or security measures;
- f. Will inform both the Client and Koning & Hartman in writing or electronically the moment they are aware of the possibility that a third party is aware (without authorisation) or can be aware of the password or User-ID or gains access in any other way of could gain access in any other way to the Website or the data on or coming from the Website;
- g. Are authorised to legally represent the Client.

61.6 Koning & Hartman at all times has the right to refuse the Client or one or more Authorised persons access to or use of the Website. In case an Authorised person is denied access to or use of the Website, Koning & Hartman and the Client, after denying access, will take all appropriate measures to prevent the Authorised person in question from accessing the Website. The Client immediately removes the Authorised person in question from the Register.

61.7 The Client gives permission for the use of all information related to the use of the Website by the Client, among others for the benefit of improving the Website and services by Koning & Hartman.

62 Privacy

62.1 The parties ensure that all legal regulations regarding the data to be processed, especially including the regulations for or in accordance with the in that case valid privacy laws, are and will be promptly complied with and that all prescribed applications, and other formalities are carried out. Authorised person's personal data will not be

used or processed by Koning & Hartman for anything other than is strictly necessary for executing the agreement, security purposes or possible evidence in case of disputes.

63 Viruses

63.1 The parties take the required measures, within reason, to prevent viruses to spread.

63.2 For this, the parties will check all software and files for viruses before sending or making them available to the other party.

63.3 The party that discovers a virus in the software or the files will immediately inform the other party of all information that could be important in preventing the virus to spread. Subsequently, both parties take required measures, within reason, in order to prevent the virus from spreading further. Viruses in this article are considered to be all unauthorised software, foreign elements and other software that may or may not cause alterations to the files and/or software (such as Network worms, Trojan horses, logic bombs, etc.).

64 Agreement

64.1 If an order is placed on the Website, an agreement first comes into effect after this order is confirmed by Koning & Hartman. Unless explicitly agreed upon otherwise, the administration of Koning & Hartman is held as full evidence for what has been ordered by the Client.

65 Revision

Koning & Hartman is at all times authorised to alter the contents, security procedures, technical construction, design or data on the Website to their own discretion.

66 Availability and Accuracy

66.1 The Client accepts the Website and the information on the Website in the condition it is currently in. Use of the Website is at the Client's costs and risk. Koning & Hartman in no way guarantees the availability of the Website or accuracy and completeness of the Website or the information that is mentioned on the Website or any other website the Website links to. Koning & Hartman are in no way liable for any possible damage caused by or related to the use of the Website.

Amsterdam, 7 March 2012

O.J.F. Coene