

General Terms and Conditions of Sale by Avit Systems B.V.

These General Terms and Conditions for the Sale and Delivery of Goods and the Provision of Services by AVIT Systems B.V., having its corporate seat at Nieuwegein, the Netherlands and/or companies affiliated with it ("**AVIT Systems**"), have been deposited at the Chamber of Commerce in Utrecht, the Netherlands, with reference number 30184675 (the "**T&C**").

1 Applicability

- 1.1 These T&C apply to (i) any and all provisions of goods and/or services by AVIT Systems, and (ii) any offers issued in connection therewith by AVIT Systems. Services are provided on the express condition that only these T&C apply.
- 1.2 Any other terms and conditions shall be excluded from applicability to the provision of goods and/or services or any offers issued in connection therewith by AVIT Systems, regardless of whether such terms and conditions are provided to AVIT Systems or reference is made thereto in any correspondence.
- 1.3 The party entering into an Agreement (as defined in clause 3) with AVIT Systems for the provision of goods and/or services (the "**Client**") is deemed to have accepted that the T&C form an inseparable part of the Agreement. The Client's acceptance of delivery of any goods and/or services constitutes his unconditional acceptance of and agreement with these T&C.
- 1.4 Deviations from these T&C shall be effective as between the Client and AVIT Systems only when they have been laid down in writing in an Agreement (as further defined in section 3.2) duly signed by the management of AVIT Systems.

2 Offers and proposals

- 2.1 All offers and proposals are without prejudice and subject to contract, unless an explicit acceptance period is mentioned therein. If an offer including such acceptance period is made, and accepted by the Client timely within that period, then AVIT Systems nevertheless has the right to revoke the offer during a five working day period after such acceptance. Offers that do not contain an acceptance period are valid and can be accepted during a thirty calendar day period starting on the date set forth in the offer.
- 2.2 Any (pre)calculations and estimates are given for indicative purposes only, unless stated differently. No rights can be derived from any such (pre)calculations and estimates. Any budget(s) communicated by the Client to AVIT Systems shall never be regarded as the (fixed or other) price for which AVIT Systems shall provide the goods or render the services. AVIT Systems shall only shall be obliged to inform the Client of any (expected) exceeding of a (pre)calculation or estimate given, when expressly agreed upon.
- 2.3 If an offer contains a manifest error or mistake, this cannot be enforced against AVIT Systems by the Client if and to the extent that the Client should have understood that it was a mistake or error or where the Client should have reasonably been aware of it.
- 2.4 No rights can be derived from any (verbal) communications regarding technical aspects of products or delivery times. Any information (e.g. as to measurements and sizes) set forth in drawings, pictures, catalogues, websites, offers, promotional materials, etc. are for indicative purposes only and are not binding upon AVIT Systems, unless expressly stated.
- 2.5 An offer or the provision of information does not in any way create an obligation for AVIT Systems to enter into an Agreement.
- 2.6 The Client warrants that any measurements, demands and/or performance requirements communicated to AVIT Systems as well as any (other) information on which AVIT Systems' offer is based, are correct and complete.

3 Order confirmations and amendments to the Agreement

- 3.1 An Agreement can only be based on a written order confirmation from AVIT Systems. The Client is deemed to have accepted the contents of such confirmation if no written letter stating the contrary has been received by AVIT Systems (i) within eight calendar days after the date of such confirmation and (ii) before the moment on which the agreement's execution is started.
- 3.2 These T&C and the specific contractual provisions set forth in the order confirmation constitute the entire agreement between the Client and AVIT Systems in respect of the provision of goods and/or services by AVIT Systems to the Client (the "**Agreement**"). The arrangements set forth in an Agreement fully supersede and (to the extent necessary) replace any (other) arrangements or agreement(s) made in respect of the same subject matter prior to that date, regardless of whether these arrangements are made verbally or otherwise.
- 3.3 Notwithstanding the right of a Client to submit evidence to the contrary, the documents and information taken from AVIT Systems' administrative and/or computer records constitutes, as between the parties, decisive and conclusive evidence in respect of (i) the goods and/or services to be delivered by AVIT Systems to the Client and (ii) the payments owed by the Client to AVIT Systems on the basis of that Agreement.
- 3.4 Save with AVIT Systems' consent, the order or Agreement can no longer be revised after the moment on which AVIT Systems has initiated or started its execution. If the Agreement is revised, the Client shall be obliged to compensate AVIT Systems for all costs and damages incurred in connection with such revision or change.
- 3.5 Any further arrangements made in addition to the Agreement, including any further arrangements based on (e.g.) verbal or written promises or commitment given by employees of AVIT Systems, can only be enforced against AVIT Systems if these have been confirmed in writing by the management of AVIT Systems to the Client.
- 3.6 If the Client, in addition to the provision of goods and/or services as laid down in an Agreement, requests additional services or goods to be provided, such additional goods and/or services provided by AVIT Systems shall be charged to the Client by AVIT Systems and the Client shall be obliged to pay for such additional goods and/or services. This also applies when any such additional goods and/or services are (only) discussed with employees of AVIT Systems, e.g. at the offices or premises of the Client, in the course of the provision of the deliveries originally agreed upon, subject to the following.
- 3.7 AVIT Systems nor the relevant employee of AVIT Systems shall be obliged to comply with a request for the provision of additional goods and/or services and they may request that a (new) Agreement is first signed before further follow up is given to the request. AVIT Systems and/or the relevant employee will only have to consider a request to provide any additional goods and/or services to the extent that it can reasonably be expected from them to accept, and to the extent that the provision of these goods and/or services does not conflict with the provision of goods and/or services to other clients. If another employee of AVIT Systems has to be involved to carry out the additional tasks and/or when the relevant employee has to return to the Client at a later moment, this will be communicated to the Client. The (request for the provision of) additional goods and/or services shall be confirmed to the Client (by that employee or one of his/her colleagues) in writing as soon as feasible upon receipt of such request. To the extent that no new Agreement is signed or executed in respect of any additional goods or services, the confirmation by AVIT Systems shall constitute, as between the parties, a binding confirmation of the additional goods and/or services agreed upon.
- 3.8 The Client accepts that any such additional requests may impact the provision of goods and/or services originally agreed upon and set forth in the (original) Agreement, including aspects as timing and deadlines for delivery or completion, etc. The acceptance by AVIT Systems to provide any such additional goods and/or services (including additional requests) nor the impact on the original Agreement (as referred to in the previous sentence) shall never be used by the Client to (try to) terminate or rescind the Agreement (or any other agreements with AVIT Systems).

- 3.9 To the extent that a fixed price has been agreed upon for the provision of the goods and/or services, at the Client's request, AVIT Systems shall confirm the financial consequences of the provision of the additional goods and/or services as referred to in this clause 3.

4 Delivery

- 4.1 Delivery shall be made at a location and time determined by AVIT Systems .
- 4.2 Delivery of goods shall be made by handing over the goods, or the main components thereof, to the Client or its customer. The goods delivered shall be for the account and risk of the Client as from the moment of delivery. The Client shall keep the goods safe and treat them as his own, mark them as being the property of AVIT Systems until the moment on which AVIT Systems has received payment in full in respect of those goods.
- 4.3 The risk of loss, theft or damage to the goods, products, software or data supplied to the Client on the basis of an Agreement, passes to the Client as from the moment on which such goods are provided to the Client, or (one of) his representatives. The goods are also deemed to have been provided to the Client if these are still (temporarily) stored with AVIT Systems in anticipation, or for the purposes, of (preparation for) installation at the Client at a later moment.
- 4.4 AVIT Systems may, unless otherwise agreed upon in writing in advance, provide goods to the Client in several (separate) batches, where each such delivered batch shall become payable upon its (separate) delivery. Delivery times communicated to the Client for information purposes do not constitute contractually agreed deadlines. If an Agreement is revised or amended (including e.g. the provision of additional goods and/or services, or changed specifications, etc.), AVIT Systems shall have the right to also revise the previously agreed upon deadlines and timing details. If AVIT Systems anticipates that it may fail to meet an agreed deadline, AVIT Systems and the Client shall discuss in good faith how to deal with the consequences of such delay for the further planning.
- 4.5 If, at the request of the Client, the goods are (temporarily or initially) stored by AVIT Systems, the relevant transport costs shall be charged to the Client and if the goods are stored by AVIT Systems for a period longer than two (2) weeks, a storage fee equal to 1% of the invoice value of the goods shall be charged to the Client for each month (or a pro rata part thereof) during which the goods have been stored by AVIT Systems, starting on the date on which the goods were first delivered to AVIT Systems.
- 4.6 If the Client wants the goods to be insured, he shall take out insurance cover himself (as from the moment of delivery) in order to cover e.g. the risk of loss, theft or damage of the goods. In this context, the moment of delivery is deemed to be both the moment on which the goods have been delivered at the Client (but have not yet been paid for in full) and the moment on which the goods are delivered at AVIT Systems and remain (temporarily or initially) stored with AVIT Systems (as set forth in the second sentence of clause 4.5).
- 4.7 If AVIT Systems provides the Client with any samples, the Client is obliged to return those samples undamaged and wrapped in its original cover, carriage paid, to AVIT Systems within 14 days after receipt thereof. Any models, samples or examples showed or provided to the Client by AVIT Systems are only for general information purposes; the final goods to be delivered may deviate from these models, samples and examples.
- 4.8 The agreed delivery period starts at the moment set forth in the Agreement and can be one of the following moments:
- a) the day on which the Agreement was signed by both parties;
 - b) the day on which AVIT Systems received the information required to execute the Agreement from the Client;
 - c) the day on which AVIT Systems received the amounts due to be paid by the Client to AVIT Systems in advance (where applicable).

- 4.9 Failure by AVIT Systems to meet an indicated or agreed deadline or delivery date will not constitute automatic default by AVIT Systems under the Agreement. In all cases, including scenarios where a deadline or delivery date has been explicitly agreed upon in writing, AVIT Systems shall only be in default for such failure after receipt from the Client of a formal written notice of default. The notice shall contain a description, which is as detailed and complete as possible, of the default enabling AVIT Systems to adequately respond.
- 4.10 The delivery of services by AVIT Systems is also subject to these T&C and any other (specific) conditions set forth in an Agreement with the Client. Services can be delivered (i) on an incidental basis in the form of a services contract (e.g. for maintenance), for which also a prepaid system (in Dutch: *strippenkaartsysteem*) as set forth in clause 7.6 can be used, (ii) on project basis or (iii) in any such form as shall be agreed between AVIT Systems and the Client in the Agreement. In all such cases, the delivery of services can be combined with the delivery of goods as set forth in the previous paragraphs of this clause 4. In those cases, the delivery of goods is subject to the provisions of these T&C that apply to the delivery of services as well as to the sale and delivery of goods. In case of conflicts between the T&C and the Agreement, (the deviating terms set forth in) the Agreement shall prevail.

5 Retention of title and right to retrieve

- 5.1 The Client shall not acquire title to any goods delivered by AVIT Systems until AVIT Systems has received payment in full for the goods so delivered provided that the Client has also fulfilled and complied with any additional conditions set forth in the Agreement, including possible claims for damages from AVIT Systems due to default by the Client under the Agreement.
- 5.2 A Client acting as a reseller shall have the right to sell and deliver any goods delivered to him by AVIT Systems under retention of title, to the extent that this is customary in the normal exercise of his business and on the condition that he shall observe the retention of title agreed with AVIT Systems and the further condition that he procures that all other persons to whom these goods are sold and/or delivered shall also observe and comply with the retention of title right reserved by AVIT Systems. To the extent that a Client creates new goods using (partly or solely) one or more goods received from AVIT Systems, the Client confirms that it only creates those new goods solely for and on behalf of AVIT Systems and that it shall hold those new goods at AVIT Systems' disposal until it has paid all sums due to AVIT Systems in connection with the delivery of the (original) goods. AVIT Systems shall therefore be and remain the owner of and shall have sole legal title to the newly formed goods until having received such payment in full.
- 5.3 The retention of title remains in full force and effect also when the Client fails to timely pay for services rendered to it by AVIT Systems in connection or simultaneously with the delivery of the goods, unless explicit deviating arrangements have been agreed upon in the Agreement.
- 5.4 Foreign (international or domestic property) law(s) shall only be applied to goods destined to be delivered by AVIT Systems outside of the Netherlands insofar as and to the extent that the consequences of applicability of the retention of title provisions, applied in accordance with and interpreted under such (foreign) law(s), are more beneficial to AVIT Systems than similar application in accordance with Dutch law(s).
- 5.5 AVIT Systems has the right to retain any matters, products, rights, data, documents, software, (electronic or other) files, and (interim-)results relating to the provision of services by it, whether received or created by AVIT Systems, until the Client has paid all sums due to AVIT Systems in full, despite a (legal or other) obligation to submit or transfer those items.

- 5.6 The Client shall not grant any rights to third parties in respect of goods delivered by AVIT Systems to the Client which have not yet been fully paid for and (hence) in respect of which legal title has not yet passed to the Client.
- 5.7 AVIT Systems shall, without having to send a prior notice or initiating formal legal action, have the right to reclaim and (have) repossess(ed) any goods delivered to the Client (to which at all times the retention of title restriction applies until the Client has fulfilled all of its obligations under the Agreement), both in case of default by the Client under its obligation to pay for the goods and in case AVIT Systems has reasonable cause to fear that the Client will default under its obligations under the Agreement. The costs associated with such reclaiming or repossession shall be for account of the Client. Upon such repossession, AVIT Systems shall issue a credit invoice to the Client to the market value of the goods, which shall in no case exceed the original sales price of the goods, minus the costs incurred in connection with such reclaiming or repossession.

6 Prices

- 6.1 Unless agreed upon differently in writing, all prices mentioned or communicated by AVIT Systems shall be net cash prices (Ex Works) and:
- excluding value added tax (VAT), custom charges, taxes, municipal- and/or other rights due to any (governmental or other) authority in connection with the transfer and delivery of the goods;
 - excluding costs for storage, packaging, loading/unloading, exchange rate influences, insurance and transport to the delivery address communicated by the Client;
 - excluding currency fluctuations that impact the original pricing;
 - without discount or rebate; and
 - stated in Euro.
- The costs resulting from the items listed in sub clauses a) up to and including c) above shall be charged to the Client. Clause 6.3 does not apply to the charging of these costs.
- 6.2 AVIT Systems may charge the current (actual) prices, in conformity with its most recent price-list(s), even when a fixed price has been agreed upon, if:
- the delivery of the goods lies more than 4 weeks after the date of communication of (quotation of) the price(s); and
 - the cost price of the goods has increased since the moment on which the (quotation of) the price(s) was communicated (e.g. in case of increase of raw materials, wages, etc.).
- All (indications or quotations of) price(s) are explicitly subject to the above.
- 6.3 If the increase of price(s) amounts to more than 10% of the original price(s) agreed with the Client, he may terminate the Agreement (in respect of the part of the Agreement that has not been completed and/or executed yet only) by sending notice in writing, unless - within two working days after receipt of the notice of termination - AVIT Systems confirms that it is nevertheless willing to execute the Agreement at the original price(s).
- 6.4 In case of recurring payment obligations of the Client, AVIT Systems shall - provided that a full contract year (of 12 months) has passed - have the right to increase the tariffs and/or prices in accordance with the CBS price index for businesses (in Dutch: *CBS index voor zakelijke dienstverlening*) yearly. Such increase shall be effective as per the 1st of January of the next calendar year and apply for the remainder of that year.
- 6.5 For services rendered to the Client at location, a minimum charge of 4 hours shall be charged, even when the actual time spent is less than 4 hours. In respect of remote services, a minimum charge of 2 hours shall be charged. To the extent that the actual time spent exceeds 4 and 2 hours respectively, the actual time spent shall be charged.
- 6.6 Outside of office hours, the following additional charged shall be applied:
- 50% surcharge for hours worked between 18.00 and 00.00 hrs.;
 - 100% surcharge for hours worked between 00.00 and 08.00 hrs.; and

- c) 100% surcharge for hours worked on Saturdays, Sundays and official (banking) holidays (in the Netherlands).

7 Invoicing

- 7.1 All goods are invoiced in accordance with clauses 6.1 up to and including 6.3.
- 7.2 Services provided are generally invoiced monthly on the basis of subsequent calculation, in accordance with clauses 6.1 and 6.3 up to and including 6.6.
- 7.3 AVIT Systems may also agree to the application of a fixed fee for the provision of (certain) services. For fixed fee arrangements, the Client shall pay 50% of the total fee amount ultimately on the date on which the Agreement is signed. If, in connection with the provision of these services, the Agreement also provides for the delivery of goods, the same payment structure shall be applied to the delivery of such goods. As soon as the goods have been delivered and/or installed (including temporary storage of these goods by AVIT Systems) and more than 50% of the total number of hours/time expected/budgeted to be spent on the project are/is spent, AVIT Systems shall invoice another 40% of the total fee. The remaining 10% shall be invoiced directly upon completion of the project. Depending on (inter alia) the size and duration of the project, AVIT Systems may apply (and confirm in writing) different percentages.
- 7.4 All additional services shall be invoiced separately, in accordance with the preceding provisions.
- 7.5 Recurring services are invoiced monthly in advance (e.g. in respect of "cloud" services, telephony, connections, lines, etc.), except for variable (call- and/or data) charges, which are invoiced monthly on the basis of subsequent calculation of actual usage.
- 7.6 All service agreements for maintenance are invoiced yearly in advance. If the so-called AVIT Systems *strippenkaart* (pre-payment) system is used (e.g. for the provision of support services at a fixed rate or any other services set forth in an Agreement), AVIT Systems shall, for the initial (contract) period, invoice the Client for the amount of services that AVIT Systems expects to provide during this period. For subsequent (contract) periods, AVIT Systems shall invoice the Client for an amount equal to the actual costs spent during the preceding period. If during such subsequent period, AVIT Systems finds that the actual spend is higher than the amount budgeted on the basis of the spend during previous period, it shall raise the total charge to an amount that corresponds with the actual spend and invoice the Client for the difference. If during the subsequent period, AVIT Systems finds that the actual spend is lower than the amount budgeted on the basis of the spend during the previous period, it shall lower the amount charged to the pre-paid balance of the *strippenkaart* to the spending level that AVIT Systems expects to be realistic on the basis of the actual spend, provided that if the actual spend is lower than 25% of the total budgeted spend for the relevant contract period, AVIT Systems shall nevertheless charge 25% for that contract period and continue to do so during each subsequent period until the pre-paid balance is completely spent.
- 7.7 When the pre-paid *strippenkaart* balance is spent before the end of a (contract) period, AVIT Systems shall have the right to send an invoice for the remainder of the (contract) period and/or for the next (contract) period to supplement the last *strippenkaart*, which invoice shall be based on the number of hours worked during the period in which the last *strippenkaart* was spent. If the Client does not object to (the amount of) the invoice within five working days after its dispatch, the invoiced amount shall be accepted. If the Client objects but subsequently, no agreement is reached on the amount that should be invoiced ultimately within one month after the date of the invoice, then AVIT Systems has the right to immediately stop and suspend its activities for the Client until the Client has paid the amount invoiced by AVIT Systems. The consequences of such suspension are for the sole risk and account of the Client.

- 7.8 Unless agreed upon differently, all (other) services are offered and rendered on the basis of subsequent calculation. This also applies to services rendered in addition to services rendered on the basis of a previous Agreement (e.g. as referred to in clause 3.6 et seq.).
- 7.9 All monthly invoices are paid by direct debit (for which the Client shall authorise AVIT Systems). If the authorisation is revoked before the Agreement is terminated or the services and/or goods have been rendered and delivered, AVIT Systems shall have the right to stop the provision of all services and/or delivery of goods. The consequences of such cessation (for the Client or third parties) are for the sole risk and account of the Client.

8 Payment

- 8.1 The Client shall pay all amounts invoiced by AVIT Systems in Euros and ultimately within 14 days after the date of the invoice, failing which, the Client shall be in default without any further notice of default having to be sent.
- 8.2 Other than on the basis of rules of mandatory Dutch law, the Client shall not have the right to set off, suspend or in any other way refuse or withhold payment of any invoices sent by AVIT Systems.
- 8.3 In respect of advance payment invoices sent by AVIT Systems, the Client shall procure that payment is received by AVIT Systems before the moment on which the services are scheduled to be provided. If the advance payment has not been timely received by AVIT Systems, it shall have the right to suspend the provision of the services and/or withhold the delivery of goods until the moment on which payment has been received.
- 8.4 If the Client is in default, AVIT Systems shall have the right to invoice the Client for the statutory interest on the outstanding amount (calculated as from the date of default), plus a penalty interest charge of 2% over the outstanding amount for each month (or part thereof) during which the Client remains in default. All payments received from the Client shall first be deducted from any interest-, debt collection- and/or penalty amounts due, and – to the extent that there is an excess – subsequently be deducted from the balance of any unpaid invoices, starting with the oldest unpaid invoice. AVIT Systems may furthermore charge the Client for any extra-judicial costs incurred by it in connection with the failure of the Client to (timely) pay the invoices sent by AVIT Systems, in conformity with the *Rapport Voorwerk II* of the Dutch Bar Association, applying a minimum charge of EUR 150 (ex VAT).
- 8.5 The foregoing does not affect AVIT System's right to claim any other costs, damages and interests in connection with the above from the Client.

9 Cancellation

- 9.1 If the Client wishes to cancel an Agreement for the delivery of services and/or goods before the moment on which the services and/or goods have been provided/delivered, a cancellation fee of 20% of the agreed price (increased with VAT) will be due.
- 9.2 In respect of projects referred to in clause 7.3, part of or all of the agreed price (increased with VAT) shall be due if the Client postpones the assignment or order before the moment on which it was planned to be executed, to be paid as reimbursement for keeping available the required capacity to execute the assignment or order. This reimbursement shall be calculated for each scheduled FTE as follows:
- When the notice of postponement is given within 24 hours of execution of the assignment or order: 100% of the agreed hourly rate and number of hours scheduled for each FTE with a maximum of 24 hours;
 - When the notice of postponement is given between 3 days and 24 hours before execution of the assignment or order: 75% of the agreed hourly rate and number of hours scheduled for each FTE with a maximum of 24 hours;

- c) When the notice of postponement is given between 1 week and 3 days before execution of the assignment or order: 50% of the agreed hourly rate and number of hours scheduled for each FTE with a maximum of 24 hours;
- d) When the notice of postponement is given between 2 weeks and 1 week before execution of the assignment or order: 25% of the agreed hourly rate and number of hours scheduled for each FTE with a maximum of 24 hours.

Depending on (*inter alia*) the size and duration of the project, case-specific percentages may be agreed upon in writing.

- 9.3 Upon termination of an Agreement providing for the execution of a project (as referred to in clause 9.2) on the basis of default or non-performance (in Dutch: *wanprestatie*) by the Client (as set forth in clause 10.1), which in any case includes situations where the Client has not (or not timely) before the execution of the project complied with its obligation to pay or when the Client refuses to accept or take delivery of the agreed goods, the Client shall pay to AVIT Systems 50% of the agreed project price (to the extent that the Client has not already done so) as compensation for the termination. The consequences of such termination are for the sole risk and account of the Client.
- 9.4 The provisions of this clause 9 do not affect the right of AVIT Systems to claim the full amount of its damages, including lost profits.

10 Termination

- 10.1 Each Party may terminate the Agreement in case of a breach of contract that can be attributed to the other Party only after first having given formal notice of default to the other Party containing a full description of the default and giving the defaulting Party a reasonable period to cure the relevant breach, and furthermore only when the breach constitutes a failure of that Party to comply with (one or more) material obligations under the Agreement. Material obligations comprise at least the payment obligation of the Client, as well as the obligation of the Client - or parties engaged by the Client - to cooperate.
- 10.2 If AVIT Systems has already started the execution of the Agreement at the moment on which a notice of default as referred to in clause 10.1 is received, the services rendered to the Client until that date and the corresponding payment obligation of the Client for these services cannot be undone, unless the Client proves that in respect of the provision of a material part of those services, AVIT Systems is in default. Notwithstanding the foregoing, any amounts already invoiced by AVIT Systems in connection with services and/or goods delivered pursuant to the Agreement before the date on which the Agreement was terminated, remain due and payable and/or will become payable (to the extent that they were not already) as per the date of termination.
- 10.3 If an Agreement, that does not terminate automatically by its nature or its content, has been entered into for an indefinite period of time, each Party has the right, , taking into account a notice period of three months, to terminate this Agreement in writing after mutual consultation and stating the reasons. Other than expressly provided for in these T&C, no Party can be held to pay damages of any kind as a result of such termination.
- 10.4 The Client cannot prematurely terminate an Agreement that has been entered into for a specific period of time.
- 10.5 An Agreement can be (partially or entirely) terminated in writing by each Party at any time, without any prior notice being due, when:
 - a) the other Party is declared bankrupt, assigns his estate, files a request for suspension of payments and/or (part or all of) his assets are seized or attached;
 - b) the other Party dies or is placed under tutelage;
 - c) the business of the other Party is liquidated or terminated (other than as a result of a merger of businesses).
- 10.6 AVIT Systems shall automatically have the right to either terminate the Agreement with immediate effect, without having to go to court, or demand immediate payment of any

amount due by the Client for any services rendered or goods delivered by AVAIT Systems, upon the mere occurrence of any of the following events:

- a) a change of control occurs in respect of the other Party,
- b) the other Party does not pay (part of or all of) an invoice ultimately on the applicable due date and fails to cure this default even after having been given notice by AVIT Systems containing a reasonable deadline.

The foregoing does not affect AVIT System's right to claim any other costs, damages and interests in connection with the above from the Client. The Client shall indemnify and keep AVIT Systems harmless from claims of third parties resulting from or in connection with such termination.

11 Liability

- 11.1 Any liability of AVIT Systems for failure to comply with its obligations under an Agreement (or any other obligations), provided that such failure can be attributed to AVIT Systems, including any obligations under clause 14 of these T&C, is expressly limited to the total fee amount set forth in the Agreement or (if less), the amount that AVIT Systems receives from its insurer(s) under the specific circumstances. This limitation of liability also applies to any indemnity given by AVIT Systems to the Client in these T&C and/or in an Agreement. If the Agreement qualifies as a continuing performance contract with a duration of more than one year, the relevant fee amount shall be set at the total of any amounts paid by the Client (ex VAT) during a period of 12 months immediately preceding such attributable shortcoming by AVIT Systems.
- 11.2 The total liability of AVIT Systems for direct damages, resulting from whatever cause, shall never amount to more than EUR 500,000 (i.e. five-hundred thousand Euro).
- 11.3 AVIT System's liability for death, physical injury or material damage to goods shall never amount to more than EUR 1,250,000 Euro (i.e. one million, two-hundred thousand Euro).
- 11.4 Any liability of AVIT Systems for indirect damages, consequential damages, loss of profit, loss of savings, reduced goodwill, damages caused by interrupted business, damages resulting from claims from clients or suppliers from the Client, damages resulting from use of goods, materials or software of third parties that the Client has requested AVIT Systems to use, and damages resulting from the involvement of suppliers at the initiative of the Client, is expressly excluded. This exclusion of liability includes any liability for impairment, destruction and/or loss of data or documents.
- 11.5 AVIT Systems shall furthermore never be liable for:
 - a) damages to goods belonging to the Client or third parties that were (temporarily) held by AVIT Systems (in storage or otherwise) in connection with the delivery of such goods pursuant to an Agreement with the Client;
 - b) damages suffered by the Client as a result of actions taken by third parties (such as hackers) who, (ab)using e.g. the (ICT) facilities (being) set up or installed for the Client by AVIT Systems, seek or obtain access to property or information of the Client;
 - c) damages suffered by the Client resulting from Force Majeure (as defined in clause 12) preventing proper performance by AVIT Systems;
 - d) damages that could have been prevented by the Client by properly checking the goods delivered and the suitability for their intended purpose before installing and using them.
- 11.6 The exceptions and limitations set forth in clauses 11.1 up to and including 11.5 do not apply if and to the extent that the damages are caused by the gross negligence or wilful intent of AVIT Systems management. The limitations of liability set forth in this clause 11 do not affect any limitations or exclusions of liability set forth in other provisions of these T&C and/or the Agreement.
- 11.7 AVIT Systems shall only be liable for breach of contract that can be attributed to AVIT Systems if the other Party has first notified AVIT Systems in writing promptly upon

discovery of that breach and has given AVIT Systems a reasonable period to cure the breach, and if AVIT Systems has subsequently failed to cure the breach within that reasonable period. The foregoing does not apply if AVIT System's proper performance under the Agreement is made permanently impossible. The notice shall contain a description of the breach which is as complete and detailed as possible, to enable AVIT Systems to adequately respond.

- 11.8 In all circumstances, no obligation to pay damages shall arise if the Client has not notified AVIT Systems of those damages as soon as possible after the discovery thereof. All claims for damages initiated against AVIT Systems shall lapse automatically when twenty-four months have passed since the date on which the claim came into existence.
- 11.9 The Client indemnifies and holds harmless AVIT Systems for any and all claims from third parties for product liability resulting from a defect in a product or system that is delivered by the Client to that third party and which product or system includes goods, software or other materials delivered by AVIT Systems, unless the Client can prove that the damages of that third party were caused by such goods, software or materials.
- 11.10 All rights granted to AVIT Systems under the provisions of this clause 11, as well as any other limitation and/or exclusion of liability set forth in these T&C shall inure to the benefit of all (legal) persons used by AVIT Systems during the execution of the Agreement.

12 Force Majeure

- 12.1 AVIT Systems cannot be forced to comply with any obligation, including agreed warranty arrangements or agreements to pay for damages, if it is prevented from doing so as a result of force majeure. Force Majeure (as used in these T&C and as set forth in sections 6:74 and 6:75 of the Dutch Civil Code) includes: (i) circumstances beyond the control of AVIT Systems' suppliers, (ii) improper performance of any suppliers used by AVIT Systems at the request or instruction of the Client, (iii) defects occurring in any goods, equipment, software or materials of third parties used by AVIT Systems at the request or instruction of the Client, (iv) measures taken by the government, (v) malfunction in the provision of electricity, (vi) malfunctions of internet, computer network- and/or telecommunication-facilities, (vii) war, (viii) occupation of work premises, (ix) strikes, (x) general transportation problems.
- 12.2 If AVIT Systems is of the opinion that a Force Majeure situation will only be temporary, AVIT Systems shall have the right to suspend the execution of an Agreement until the circumstance causing the Force Majeure ends.
- 12.3 If AVIT Systems is of the opinion that the Force Majeure situation will be permanent, the Parties will agree on an arrangement providing for the full or partial termination of the Agreement and the consequences thereof. A situation is considered to be of a permanent nature if it has continued for a period of at least 90 days. In that case, AVIT Systems shall have the right to terminate the Agreement in full or partial in writing unilaterally.
- 12.4 AVIT Systems shall have the right to claim payment of any services rendered before the moment on which the Force Majeure has occurred. All that which has been done or delivered by AVIT Systems under the Agreement, shall be charged pro rata to the level of completeness, and the Parties shall have no further claims in that respect.
- 12.5 The Party being of the opinion that it has become subject to a Force Majeure situation, shall immediately notify the other Party in writing by registered letter.

13 Intellectual and Industrial Property Rights

- 13.1 All intellectual and industrial property rights that apply to the software, websites, data files, equipment or other materials such as analyses, designs, documents, reports, offers and materials used to prepare these, are solely belong to and are the sole legal property of AVIT Systems, AVIT Systems' licensors and/or its suppliers. In addition to the rights

- granted to the Client by law, the Client shall only have the rights to use these to the extent that these rights follow from these T&C or from the terms and conditions of AVIT Systems' suppliers or producers respectively. The Client is obliged to refrain from (claiming) any right beyond mentioned rights of use, including (claiming) any right to multiply software, websites, data files or other materials.
- 13.2 If the Parties have agreed in writing that an intellectual property right in respect of software, websites, data files, equipment and/or other materials, which have been specifically designed and/or developed for the Client, shall belong to and become the legal property of the Client, then this shall leave unaffected the right of and possibility for AVIT Systems to use and exploit that right - including the parts, general principles, ideas, designs, algorithms, documents, works, programming languages, protocols standards etc. underlying the development of that right - for other purposes, for itself or for third parties, without limitations. The transfer of an intellectual property right shall also not affect the right of AVIT Systems to (further) develop that right, for itself or for third parties, in ways that are similar to or derived from those applied on behalf of the Client.
- 13.3 A right (of use) granted to the Client is non-exclusive and non-transferable to third parties and ends automatically upon termination of the Agreement (unless explicitly agreed upon otherwise in respect of any specific rights) and ends automatically in case of default by the Client under the Agreement, which default is not cured by the Client within a reasonable period set by AVIT Systems.
- 13.4 The Client may not remove or alter any reference relating to the confidential nature of or to any copyrights, trademarks, trade names and/or any other intellectual or industrial property rights set forth or contained in the software, websites, data files, equipment and/or materials.
- 13.5 Even when the Agreement does not explicitly allow AVIT Systems to do so, AVIT Systems may implement technical measures to protect the software, equipment, data files, websites, etc. from (unauthorised) use in connection with a contractually agreed limitation as to the content and/or duration of such rights. The Client may never remove (or have removed) or bypass (or have bypassed) a technical measure applied by AVIT Systems.
- 13.6 AVIT Systems indemnifies the Client against any claims from third parties stating that the software, websites, data files, equipment and or other materials developed by AVIT Systems itself infringe a right of intellectual property of that third party, provided that the Client informs AVIT Systems without delay in writing of the existence and content of such claim and provided that the Client allows AVIT Systems to deal with the way in which the claim is handled, including (reaching agreement on) a settlement. The Client shall issue all relevant powers of attorney, information and cooperation to AVIT Systems forthwith, as requested by AVIT Systems, to enable AVIT Systems to defend itself against these claims, where necessary in the name of the Client. The obligation of AVIT Systems to indemnify the Client (as set forth in the previous sentence) does not apply if the claim relates to (i) any materials that have been provided by the Client to be used, processed, adapted or incorporated by AVIT Systems, or (ii) changes made to the software, websites, data-files, equipment and/or other materials by the Client or by a third party instructed by the Client without the prior written consent of AVIT Systems. When an irrevocable and final court decision is rendered, confirming that any software, websites, data files, equipment and or other materials developed by AVIT Systems itself infringe a right of intellectual property of that third party or when in the opinion of AVIT Systems such infringement is likely to occur, then AVIT Systems shall, to the extent feasible, procure that the Client can continue to use the software, websites, data files and/or materials delivered to it by AVIT Systems or functionally similar versions thereof. Any right extending beyond the above is expressly excluded.
- 13.7 The Client warrants that no third party has any rights preventing the Client from making available to AVIT Systems any equipment, software, material designed to be used for websites (e.g. pictures, text, music, domain names, logo's, hyperlinks, etc.), data files and other materials, including designing materials, with the aim to use, adapt, install or

incorporate these (e.g. on a website). The Client indemnifies AVIT Systems against any claim from third parties stating that such provision or such use, adaptation, installing and/or incorporation infringes a right of such third party.

14 Warranty and complaints

- 14.1 In respect of any goods from third parties (suppliers) that are delivered by or through AVIT Systems to the Client (comprising in any case hardware and software), the Client agrees that it can only invoke those warranty or complaint rights granted to it by that relevant third party (supplier) or granted to AVIT Systems pursuant to the terms and conditions agreed between AVIT Systems and that third party (supplier). The Client acknowledges that AVIT Systems does not grant any warranty or complaint rights; AVIT Systems will, to the fullest extent allowed, transfer any such right to the extent that it has been granted to AVIT Systems itself. As from the moment on which the Client has fully paid all relevant sums due to AVIT Systems, all rights that can be invoked by AVIT Systems in respect of the delivery of those goods towards third parties (suppliers) and/or any other parties, shall automatically be transferred to the Client, without any further actions being required. To the extent that any further actions would be required to effect such transfer, AVIT Systems will grant all such cooperation to the Client as can reasonably be expected from it promptly.
- 14.2 AVIT Systems will provide the Client with all relevant information enabling the Client to exercise its rights towards the relevant parties independently. Unless agreed otherwise, the Client shall directly contact the relevant third parties (suppliers) when exercising its warranty rights and/or rights to complain. To the extent possible, AVIT Systems shall support the Client in the exercise of such rights.
- 14.3 The Client shall exercise its warranty rights and/or rights to complain in conformity with the relevant terms and conditions applied by such third parties (suppliers).
- 14.4 At the request of the Client and in consultation with AVIT Systems' suppliers, AVIT Systems will in specific cases be prepared to assist the Client (in the form of additional services referred to in clause 7.8) with the repair and/or adaptation of specific hard- and/or software provided by such suppliers, either in its own workshop, or by, at the location of the Client, (partially or completely) replacing and/or adapting the matters delivered to the Client.
- 14.5 In respect of services rendered to the Client, AVIT Systems warrants that it shall render such services in conformity with the conditions set forth in the Agreement.
- 14.6 In respect of software that has been developed by AVIT Systems itself (and in respect of which the property rights and relevant rights of use lie with AVIT Systems), AVIT Systems warrants that the Client is given a right to use the software for the duration of the Agreement or as much longer as set forth in the Agreement.
- 14.7 Any warranty granted by AVIT Systems itself shall not apply:
- a) when the defects or malfunctions result from improper, negligent or incompetent use or are caused by something other than the defectiveness of the materials or the way in which they were produced;
 - b) to so-called Do-It-Yourself packages and materials packaged in a similar manner;
 - c) in respect of used goods and materials;
 - d) if, during the warranty period, the Client alters or repairs the goods himself or allows third parties to do so;
 - e) in respect of defects that are partially or entirely caused as a result of applicability of any (governmental) decree or regulation relating to the nature and/or quality of the materials used; and
 - f) if the defects have occurred as a result damage caused by lightning, fire or water or any other impact from the outside.
- 14.8 In respect of each delivery or shipment, the Client is obliged to independently verify whether the goods supplied are in conformity with the Agreement. The Client is obliged to notify any visible defects immediately upon receipt on the consignment note or to

- AVIT Systems directly. Any complaints have to be lodged in writing ultimately within fourteen calendar days after receipt of the goods. Upon lapse of this period, no claims can be lodged and the Client is deemed to have accepted the goods so delivered.
- 14.9 Unless agreed otherwise, AVIT Systems is only obliged to comply with its warranty obligations in respect of materials and services delivered or rendered in the Netherlands.
 - 14.10 To the extent that AVIT Systems gives any warranties, it only accepts the obligation to (at its own discretion) replace, credit and/or repair any goods delivered. To the extent that AVIT Systems repairs goods, the warranty is only given in respect of the agreed (repair) works.
 - 14.11 AVIT Systems' failure to meet a warranty obligation does not relieve the Client in any way from its own obligations under the Agreement. If the Client does not, not properly, or not timely, comply with its obligations under the Agreement, AVIT Systems can no longer be held to comply with its warranty obligations.

15 Confidential information, non-solicitation and processing of personal data

- 15.1 Each Party warrants that all information received by it from the other Party of which it knows or presumes that this information is confidential, shall be kept strictly confidential, unless a legal obligation forces that Party to make such information public. The Party receiving confidential information will use it solely for the purpose for which it was distributed. Information which is marked confidential by one Party will in all circumstances be considered to be confidential.
- 15.2 No Party shall, without the prior written consent of the other Party, (offer to) employ or in any other way engage employees of the other Party that have been involved in the execution of the Agreement, for the duration of the Agreement and one year thereafter.
- 15.3 If deemed relevant by AVIT Systems for the execution of the Agreement, the Client will inform AVIT Systems promptly in writing about the way in which the Client complies with its legal obligations under the applicable privacy regulations (*bescherming persoonsgegevens*).
- 15.4 If and inasmuch as personal data is processed by AVIT Systems within the scope of the execution of the Agreement, the latter shall also apply as a processing agreement (Dutch: *bewerksvereenkomst*) within the meaning of the Dutch Protection of Personal Data Act (WBP) (Dutch: *Wet Bescherming Persoonsgegevens*).
- 15.5 AVIT Systems shall process any personal data as defined in Article 1 of the WBP in a proper manner and with due care in accordance with the appropriate laws and regulations relating to the protection of personal data and the respective privacy regulations applicable at AVIT Systems.
- 15.6 AVIT Systems shall make every effort to ensure that the personal data is at all times correct and complete.
- 15.7 The contractor shall cooperate fully with AVIT Systems to (i) allow those concerned access to their personal data within the meaning of the WBP, (ii) to remove or correct personal data, and/or (iii) to prove that personal data have been removed or corrected if they were incorrect (or if AVIT Systems does not agree that personal data are incorrect, to record the fact that the person concerned considers his/her personal data incorrect).
- 15.8 AVIT Systems shall not transfer any personal data to any country outside the European Economic Area or make such data accessible from any such country, without the prior written consent of AVIT Systems, which may be subject to further instructions and conditions.
- 15.9 AVIT Systems shall implement appropriate technical, physical and organisational security measures to protect personal data against unintended or unlawful processing. AVIT Systems shall enable the contractor to assess these measures.
- 15.10 In the event of a data security breach, in the meaning of Article 34a WBP, AVIT Systems shall immediately inform the contractor thereof. Furthermore, AVIT Systems shall at

- the first request by contractor, provide the contractor with all requested information and shall provide its full cooperation which contractor may reasonably request.
- 15.11 The Client indemnifies AVIT Systems against claims from persons whose personal details have been registered or have been processed in connection with the registration of those persons by or on behalf of the Client or for which the Client is otherwise responsible pursuant to applicable laws, unless the Client proves that the facts underlying such claim can be attributed to AVIT Systems.
- 15.12 The responsibility for any use and/or processing of personal data or information kept by the Client by AVIT Systems in connection with the provision of services to the Client, lies solely with the Client. The Client warrants that the content, the use and/or the processing of such information is not in conflict with any law(s) and do not breach any rights of third parties. The Client indemnifies AVIT Systems against any claim from third parties, on whatever grounds, in connection with (the use of) this information or the execution by AVIT Systems of the Agreement.
- 15.13 If under the Agreement, AVIT Systems is obliged to implement a form of security to protect information, this security shall comply with the specifications laid down in writing between the Parties. AVIT Systems gives no warranty whatsoever that such security shall at all times be effective. If no specific level of security has been expressly provided for in the Agreement, AVIT Systems will implement a level of security that, based on the then current state of technique, takes into account the sensitivity of the relevant information and the costs customarily incurred in implementing such level of security.
- 15.14 If within the context of the execution of the Agreement or in any other way, AVIT Systems uses any computer-, data- and/or telecommunication facilities, AVIT Systems shall have the right to allocate access- or identification codes. The Client shall treat such access- and identification codes confidentially and with due care and will only provide these codes to its authorised personnel. AVIT Systems shall not be liable for any damages or costs incurred as a result of use or abuse of access- and/or identification codes, unless such abuse has been made possible as a direct result of AVIT Systems actions or omissions.

16 Transfer of rights, joint liability and penalties

- 16.1 The Client may not sell and/or transfer any of its rights or obligations under this Agreement.
- 16.2 AVIT Systems may transfer to a third party its right to receive payment for services rendered and/or goods sold.
- 16.3 If the Client consists of more natural and/or legal persons, then each of those persons will be jointly liable for due compliance of the obligations set forth in the Agreement to which (one or more of those persons) are a party or a beneficiary.
- 16.4 Upon default of clause 13 (intellectual and industrial property rights) and this clause 16 (transfer of rights), the Client shall pay a penalty of EUR 5,000 for each default, increased with a penalty of EUR 500 for each calendar day the default is not cured.

17 Prepayment/security

- 17.1 AVIT Systems has the right to demand prepayment from the Client or request security to be granted before making a delivery.
- 17.2 If the Client does not make the requested prepayment or provide the requested security, AVIT Systems' obligation to deliver the goods and/or services ends. This does not affect in any way AVIT Systems' right for compensation by the Client of any damages, costs and/or interests incurred by AVIT Systems as a result of that default.

18 Obligations of the Client

- 18.1 The Client will at all times provide AVIT Systems such data, information and cooperation which is necessary or useful for the proper execution by AVIT Systems of its obligations under the Agreement. This includes the granting to AVIT Systems of access to the Client's premises and relevant equipment. If the Client uses its own personnel to grant such cooperation, it will make sure that this personnel has the necessary knowledge, experience, capacity and qualifications.
- 18.2 The Client is solely responsible for the selection, use and application within its own organisation of any equipment, software, websites, databases or other products and materials and/or services (to be) provided by AVIT Systems, including the responsibility for any verification- and security procedures and proper system management.
- 18.3 Any software, websites, content, materials, database files or information made available to AVIT Systems on a data carrier or otherwise, will have to comply with AVIT Systems' specifications.
- 18.4 If the Client fails to make available to AVIT Systems the information, equipment, software and/or employees that are necessary for the execution of the Agreement timely or in compliance with the arrangements made, or if the Client fails to comply with any other obligation, AVIT Systems shall have the right to partially or entirely suspend the execution of the Agreement and to charge the Client for all costs incurred in connection therewith against its normal rates, notwithstanding any other right of AVIT Systems.
- 18.5 If any employees of AVIT Systems provide services at location with the Client, the Client shall provide, free of charge, all facilities reasonably requested by those employees, including a working space with computer-, data- and telecommunication facilities. The space and such facilities shall comply with all legal and other applicable requirements as to working conditions. The Client indemnifies AVIT Systems against any claims from third parties, including employees of AVIT Systems, stating that they have suffered damages as a result of the execution of the Agreement and/or the actions or omissions of the Client and/or unsafe situations within the Client's organisation. The Client shall make available to AVIT Systems' employees the relevant company and security rules that apply within its organisation timely before the execution of the services.
- 18.6 If, in connection with the execution of the Agreement, AVIT Systems makes use of any telecommunication facilities (including, but not limited to, internet- and data-connections, ISDN, SIP and/or analog connections) of the Client, the Client shall be responsible for the right decisions and the timely and adequate availability thereof, except for the facilities that are under direct use and control of AVIT Systems. AVIT Systems cannot be held liable for transmission errors, malfunctions or the non-availability of these facilities, unless the Client proves that the damages or costs are caused directly by the management of AVIT Systems' wilful intent or gross negligence.
- 18.7 The Client is responsible for providing an environment for the equipment delivered by AVIT Systems that complies with the requirements set by the manufacturer of the relevant equipment in respect of e.g. (but not limited to) temperature, humidity, power supply, technical and environmental requirements, etc.

19 Applicable law

- 19.1 All Agreements entered into by AVIT Systems are exclusively subject to Dutch law. Applicability of the Vienna Sales Convention Treaty (*Weens Koopverdrag 1980*) is excluded.
- 19.2 Subject to section 8 of the Dutch Code of Civil Procedure (art. 8 Rv.), any disputes arising out of or in connection with these T&C and/or any Agreements, shall be submitted exclusively to the competent court in Amsterdam, the Netherlands.
- 19.3 Any stipulation that conflicts with a mandatory provision of Dutch law shall, to the fullest extent possible, be interpreted in such a way that the purport of the (original) stipulation shall remain intact as much as possible but compliant with the rules of Dutch law then applicable. To the extent that a stipulation is declared void, this shall not affect the validity of any other stipulation contained in these T&C. AVIT Systems and the Client shall consult with the goal to reach agreement on new stipulations replacing the original stipulations, while leaving intact the goal and purport of the original stipulation as much as possible.
