

GENERAL

1 Definitions

The following words and expressions are written with a capital letter in the General Conditions Mavim. Any of the following words and expressions shown in the singular shall have the same meaning when used in the plural and vice-versa.

- a) General Conditions: these Mavim general conditions;
- b) Defect: the failure to fulfill the functional specifications set down in writing by Mavim. A Defect only exists where the Customer can demonstrate and reproduce such;
- c) Third Party Products: all products and services provided by Mavim, the resulting provisions and related activities, which originate from third parties and whose intellectual property rights, industrial property rights and other rights are not held by Mavim;
- d) Mavim: Mavim B.V. and its rightful successors or affiliated organizations and partners that will enter into an agreement with the Customer and has declared the General Conditions applicable;
- e) Customer: the buyer of Products from Mavim;
- f) Products: all products and services provided by Mavim and the resulting provisions and related activities, which do not originate from third parties and whose intellectual property rights, industrial property rights and other rights are held by Mavim;
- g) Service: the maintenance and support delivered by Mavim on the basis of article 21.

2 Applicability

- 2.1 These General Conditions are applicable to all proposals and/or deliveries made by Mavim and agreements and/or other legal relationships between Mavim and the Customer, the resulting provisions and related activities regardless of whether or not they are based on a verbal, written, and/or electronic agreement, unless otherwise agreed upon in writing.
- 2.2 If there is a conflict between these General Conditions and a written agreement between Mavim and the Customer, the written agreement shall prevail.
- 2.3 Purchase conditions or any other conditions used by the Customer will not be applicable. The applicability of purchase conditions or any other conditions from the Customer or from third parties on behalf of the Customer is therefore expressly rejected by Mavim, unless explicitly accepted in writing by Mavim.
- 2.4 The conditions of the third party distributor are exclusively applicable to Third Party Products.
- 2.5 The General Conditions Mavim are filed with the Chamber of Commerce in the Hague under number 28058122 0000.
- 2.6 Mavim reserves the right to make alterations and/or additions to the General Conditions Mavim. The modified General Conditions Mavim will become applicable, unless objections against modifications are made in writing within 30 (thirty) days of the notification date of the change.
- 2.7 Changes in and additions to the General Conditions Mavim and/or agreements made between Mavim and the Customer are only valid when agreed to by Mavim in writing.
- 2.8 If the Customer consists of more than one legal entity or organization, each will be responsible for the entire fulfillment of the obligations that may flow forth from the agreement with Mavim.
- 2.9 The headings above the articles of these General Conditions are only intended to increase the legibility of this document. The content and meaning of an article placed under a particular heading is, therefore, not limited to the meaning and content of the heading.

3 Orders

- 3.1 If a proposal, agreement, or other similar legally binding document is sent by Mavim to the Customer and the Customer fails to return such document,

signed, to Mavim, the Customer accepts by payment of compensation to Mavim the contents of such document and these General Conditions.

- 3.2 An agreement between Mavim and the Customer, for which no further contract and/or term has been agreed, has a term of 3 (three) years. If this agreement is not terminated or not timely terminated, it shall be extended repeatedly in increments of 1 (one) year.
- 3.3 Termination of the agreement as described in article 3.2 occurs by means of a registered letter, which must be received by the other party no later than 30 (thirty) days prior to the expiration date of the agreement.
- 3.4 In the event the agreement ends the Customer is obligated to immediately return, at its risk and expense, the Products to Mavim and to destroy any copies made thereof.

4 Delivery Dates

- 4.1 All (delivery) dates which may be named by and may be applicable to Mavim are determined to the best of Mavim's knowledge on the basis of information made known to Mavim and will be taken into consideration as much as possible.
- 4.2 (Delivery) dates shall therefore not be considered to be absolute (delivery) dates within which must be delivered, but a time period within which Mavim shall strive with best efforts to deliver that which has been agreed upon. If it is not possible to keep to the (delivery) date, then Mavim and the Customer will consult with each other to agree on a substitute (delivery) date.
- 4.3 Exceeding a given (delivery) date which may be applicable never constitutes an attributable shortcoming by Mavim. Mavim does not accept liability under any circumstances in cases where the (delivery) date may be exceeded.

5 Invoicing & payment

- 5.1 The Customer will pay an invoice from Mavim for Products within fourteen (14) days of the invoice date. Should any amount due not be paid within the fourteen (14) day term, the Customer is required to pay the legal interest on the outstanding balance.
- 5.2 All prices and rates exclude VAT. The amounts invoiced to the Customer will include applicable VAT and other levies possibly imposed by the government.
- 5.3 The Customer is required to pay all amounts due fully. The Customer has no right to compensation or deduction, unless specifically agreed upon in writing. The Customer has no right to suspend payment in the event of a disagreement between the Customer and Mavim.
- 5.4 If the Customer does not pay an amount due in a timely manner, Mavim has the right, regardless of its other rights, to suspend all obligations resulting from the applicable agreement or terminate the applicable agreement.
- 5.5 Should the Customer fail to fulfill any payment obligation, the Customer is in breach without any further notification of breach being required. Mavim reserves the right to charge all incurred costs to the Customer, including judicial and extra-judicial expenses, with regard to the collection of debts from Customer. Extra-judicial collection costs amount to 15% of the debt, with a minimum of Euro 500,- (five hundred).

6 Price Changes

- 6.1 The prices agreed to between Mavim and Customer are among other things based on the costs of salaries, social premiums, materials, and travel and accommodation costs, etc., as well as the rate of exchange between the currencies as applicable at the time of closing of the agreement. Mavim is authorized, in case of changes to one or more of the cost items and/or changes in the rate of exchange, to adjust the prices to these changes.
- 6.2 Mavim will offer Customer the possibility to become acquainted with possible changes in prices. If Customer does not agree with a price change, Customer will only be permitted to terminate the agreement from the date the change in price becomes applicable, if the total price increase during 1 (one) year exceeds the yearly inflation rate of the current year (or previous year for price increases announced for the next year) as published by the CBS (Dutch Bureau for Statistics) by 5%.

7 Extra costs

- 7.1 In the event of suspension of the provision of Products as a result of the Customer changing the instructions or specifications or failure to perform by the Customer, Mavim shall invoice the additional costs or hours required as a result thereof to the Customer.

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7.2 Upon purchasing extra user rights for the Products, the Service hereon shall be invoiced until the renewal date of the agreement. Thereafter the new annual Service amount will be invoiced on the renewal date.

### 8 Transfer of rights and obligations

- 8.1 Mavim is entitled to transfer its rights and obligations which flow forth from an agreement between Mavim and the Customer and these General Conditions to a third party.
- 8.2 Mavim is entitled to make use of third parties when performing obligations resulting from an agreement between Mavim and the Customer.
- 8.3 The Customer may only transfer its rights and obligations which flow forth from an agreement between the Customer and Mavim with the prior written consent of Mavim. Transfers performed contrary to this article shall be null and void.

### 9 Termination

- 9.1 Each party has the right to terminate the agreement wholly or partially without judicial intervention by means of a signed registered letter. This can be done if, after notifying the breaching party in writing of a failure to fulfill its obligations, the breaching party then fails to meet the aforesaid obligations within a reasonable period of time.
- 9.2 Each party has the right to terminate an agreement between Mavim and the Customer by means of a written declaration without further notification of breach in the event that:
- the other party fails to meet its payment obligations;
  - the other party submits a legal request for debt restructuring;
  - the other party requests or is declared bankrupt;
  - the other party requests or is granted suspension of payment, whether temporary or not;
  - the other party is liquidated or ended for any reason other than reconstruction or company merger.

In these cases, any claim by Mavim will be immediately and fully due.

- 9.3 After the agreement has been ended, for any reason, the Customer can no longer derive any rights from the agreement, leaving unhindered the existence of the obligations of both parties which by their nature continue automatically after the end of the agreement such as, but not limited to, property rights, confidentiality and non-competition.

### 10 Force Majeure

- 10.1 Mavim shall never be liable if it is prevented from fulfilling its obligations as a result of circumstances, which can be considered beyond its fault, and by law, legal act, or generally accepted practices cannot be held accountable for. The aforementioned circumstances include incorrect functional specification of Third Party Products and/or products delivered by a third party, bad weather conditions, fire, explosions, electricity failures, network failures, floods, illness, lack of staff, strike or other employment conflicts, accidents, actions by the government, not being able to obtain required licenses and/or permits, lack of materials, theft, traffic disruptions and/or transportation problems.
- 10.2 When force majeure is of a temporary nature, Mavim has the right to suspend its commitments until force majeure has ceased to exist without being obliged to any form of damage compensation. Mavim reserves the right, in the case of force majeure, to collect payment for obligations already fulfilled before force majeure was known.
- 10.3 In the event that force majeure of either party surpasses a three month period, either party has the right to terminate the agreement without being obliged to any form of damage compensation regarding such termination.

### 11 Confidentiality/Non-competition

- 11.1 Mavim and the Customer mutually commit themselves to the confidentiality of all data and information concerning each other's organization, clients, files, and Products, of which they become aware while working for each other or for the Customer's clients. Data and information may only be used in order to carry out the agreement between parties.
- 11.2 Mavim is authorized to place the name and logo of the Customer or the Customer's clients who are given rights to the Products on the Mavim website and/or reference list and to make them available to a third party for information.

11.3 The Customer and its clients will not enter into any direct or indirect commercial, employment, or other such relations with employees from Mavim during the agreement and for a period of 12 (twelve) months after termination or dissolution of the agreement, without the written consent of Mavim. The Customer will ensure that its clients will comply with the foregoing obligation.

11.4 In the event that the Customer breaches article 11.3, the Customer will be charged, without further notification required, a fine of Euro 50.000,- (fifty thousand) for each breach, undiminished the right of Mavim to claim full compensation for damages incurred.

### 12 Liability

- 12.1 Mavim's total liability due to culpable failure to fulfill the agreement, shall be limited, in accordance with this article, to compensation for direct damage and to a maximum of the amount of the price stipulated in the agreement (excluding VAT) as actually paid by the Customer to Mavim on the basis of the agreement for 1 (one) year (this being the year in which the damage occurred) to a maximum of Euro 50.000,- (fifty thousand), whereby a sequence of events is regarded as one event.
- 12.2 Mavim's total liability for damage resulting from death or physical injury will in no event amount to more than Euro 1.000.000,- (one million), whereby a sequence of events is regarded as one event.
- 12.3 Direct damage is exclusively understood as:
- the reasonable costs made in determining the cause and extent of the damage;
  - the reasonable costs incurred in prevention or limitation of damage, to the degree that the Customer can demonstrate that these costs have led to the limitation of the damage.
- 12.4 Mavim's liability for indirect damage, including consequential damage, loss of profit, loss of savings, mutilated and/or lost data, delays, losses, damage as a result of a failure of the Customer to provide the required information or assistance, damage through corporate inactivity, and/or claims from third parties against the Customer, is expressly rejected.
- 12.5 With the exception of the cases named in this article, Mavim has no liability for damage compensation regardless of what an action towards compensation could be based upon.
- 12.6 Mavim's liability exists solely when the Customer immediately and appropriately notifies Mavim of the deficiency in writing, proposing therein a reasonable time period for correction of the deficiency and Mavim then culpably fails to meet the aforesaid obligations. The notification of deficiency ought to be as detailed a description of the deficiency as possible so that Mavim is able to react adequately.
- 12.7 The condition for the existence of any right to compensation is always that the Customer notifies Mavim in writing within 60 (sixty) days after the damage came into existence, by registered mail, and takes the necessary measures to limit the damage as much as possible.
- 12.8 The Customer indemnifies Mavim from all liability from third parties due to allegations as a consequence of deficiency in a product, system, or service provided by the Customer to third parties that consisted of a delivery made by Mavim.
- 12.9 Mavim does not accept any liability for damage regardless of its nature caused by Third Party Products which Mavim has delivered to the Customer. If possible Mavim will transfer its rights for damage compensation from the supplier of the Third Party Product in question to the Customer.
- 12.10 Mavim is not liable for any damage regardless of its nature, which is the result of a failure to provide Service on time.

### 13 Intellectual Property

- 13.1 Mavim has the exclusive right to further develop the Products and place them at the disposal of third parties by means of licenses.
- 13.2 Except where Third Party Products are concerned, all intellectual property rights, industrial property rights, and other rights resulting from all activities carried out by Mavim, regardless of where and when carried out and regardless of whether it concerns the delivery of an existing Product or a still-to-be-developed Product, reside with Mavim.
- 13.3 The Customer acknowledges that all present and future intellectual property rights, industrial property rights, other rights and the registration and/or application of the foregoing rights and/or similar rights for the whole term thereof and all renewals or extensions thereof, now or at any time in the future worldwide at all times shall be and are hereby assigned or will be transferred to Mavim.

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- 13.4 The Customer is not permitted to remove or alter any designation concerning intellectual property rights, industrial property rights, other rights, trademarks, and trade names from the Products, or to have such changes made by third parties.

### 14 Indemnification

- 14.1 Mavim shall protect the Customer from any allegation to the effect that the Products violate a copyright valid in the Netherlands. Mavim shall pay the damages, expenses, and court costs that the Customer is ordered to pay by the final court ruling, provided that the Customer:

- a) notifies Mavim immediately, but no later than within 10 (ten) days, after the Customer becomes aware of the infringement or could have become aware of the infringement, in writing of the existence of the allegation of infringement; and
- b) gives the case completely over to Mavim, including all negotiations and arrangements that might lead to a settlement.

In case of any such allegation or possible allegation, Mavim reserves the right to obtain a license or sub-license on the Product in question or to change or replace the Product in such a way that the Product will no longer infringe a copyright valid in the Netherlands. If, in Mavim's sole judgment, the foregoing remedies are not a reasonable option, Mavim has the right to take the delivered Product back against reimbursement of payments made for the Product in question, minus a reasonable compensation for having made use of the Product.

- 14.2 Mavim shall not indemnify the Customer against an action in the event that:
- a) such is based on the fact that the Third Party Products provided to the Customer violate an intellectual property right, industrial property right or other right valid in the Netherlands or elsewhere;
  - b) such is based on a delivery by the Customer which delivery is part of or is delivered in conjunction with a Product and this combination results in a violation of an intellectual property right, industrial property right or other right valid in the Netherlands or elsewhere;
  - c) the Customer has made a change in or to the Product.
- 14.3 If Mavim and the Customer agree that the intellectual property rights, industrial property rights, or any other rights of a Product, or a part thereof, will be transferred to the Customer, the Customer will indemnify Mavim against any action insofar as such is based on the fact that the Product, or a part thereof, violates an intellectual property right, industrial property right or any other right belonging to a third party.

### 15 Nullity

- 15.1 If one or more terms (or part of a term) of the agreement are nullified, declared to be nullified, or annihilated, the other terms (or part of the term in question) of this agreement will remain in force undiminished and parties shall consult with each other for the purpose of replacing the affected clause within which the parties shall strive for the maintenance of this agreement (or the remainder of the term in questions) in its totality.

### 16 Applicable Law and Dispute Mechanism

- 16.1 All agreements made between Mavim and the Customer are governed by the laws of The Netherlands, unless otherwise agreed upon in writing. Parties explicitly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.
- 16.2 Any disagreement between parties, which cannot otherwise be resolved, will be solved through arbitration of the Stichting Geschillenoplossing Organisatie en Automatisering (SGOA) (The Dutch arbitration court (foundation) for ICT related matters), in accordance with the SGOA's regulations for arbitration. With the mutual agreement of both parties, prior to arbitration, parties may try to solve their disagreement through other provisions offered by the SGOA for the settlement of disputes.
- 16.3 If the SGOA declares itself unauthorized or if parties mutually agree to such, disagreements will be placed before a qualified court in the Hague, The Netherlands.
- 16.4 Either party also may, without waiving any remedy under the agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the SGOA arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

## LICENSE

### 17 License

- 17.1 Mavim grants the Customer a non-exclusive and non-transferable license to use the Products and corresponding documentation for the duration of the agreement.
- 17.2 The license is limited exclusively to own use of the Products for the agreed upon number of named users. The Customer is required to inform Mavim if the Customer exceeds the agreed upon number of named users.
- 17.3 The license to the software Products is limited to the object code. Rights to the source code are not provided, unless explicitly agreed upon otherwise in writing.
- 17.4 It is prohibited for the Customer directly or indirectly (through a third party) to copy, duplicate, or alter the Products in any way, without the prior written approval from Mavim.
- 17.5 The Customer is allowed to make one back-up copy of the Products for safety purposes only.
- 17.6 The license to the Products cannot be transferred to any third party (third parties also include holding, sister, and/or subsidiary companies).
- 17.7 The Customer does not have the right to make the Products available, under any title or in any way whatsoever, to any third party (third parties also include holding, sister, and/or subsidiary companies).
- 17.8 The license shall go into effect after the Customer has made the required payments and fulfilled its other obligations.
- 17.9 From the moment of delivery the Customer will bear the risk of the Products delivered even if user rights have not yet been transferred. As a result the Customer will be held accountable for full payment of the Products delivered regardless of the situation that the Products delivered have perished or that their value has declined due to circumstances for which Mavim cannot be held accountable.
- 17.10 Mavim is entitled to incorporate technical limitations and control mechanisms in the Products in order to prevent and/or verify that the actual number of named users and the duration of the license does not surpass the agreed upon number of named users or duration of the license.

### 18 Reverse Engineering

- 18.1 The Customer may not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, underlying user interface techniques or algorithms of the software Products by any means whatsoever, directly or indirectly, or disclose any of the foregoing, except to the extent the Customer may be expressly permitted to decompile under applicable law, if it is essential to do so in order to achieve inter-operability of the software Product with another software program. The Customer must first request Mavim to provide the information necessary to achieve such inter-operability. If Mavim does not make such information available, the Customer may proceed. Mavim has the right to impose reasonable conditions and to request a reasonable fee before providing such information. Any information supplied by Mavim or obtained by the Customer, as permitted hereunder, may only be used by the Customer for the explicit purpose described herein and may not be disclosed to any third party or used to create any software which is substantially similar to (the intention) of the software Product.

### 19 Warranty

- 19.1 For a period of 90 days (warranty period), commencing upon the delivery of the Product, Mavim shall strive to repair any Defects, to the best of its ability, provided these Defects have been reported in detail in writing to Mavim within the Warranty period. At its sole discretion Mavim is entitled at its expense to repair, modify or replace the Products.
- 19.2 Mavim is entitled to invoice its usual prices and the costs for repair, modification or replacement of the Products, if the Defect may be said to be caused by mistakes made by the Customer, the result of improper and non-careful use by the Customer, or the result of other causes that may not be attributed to Mavim.
- 19.3 The warranty does not cover the reconstruction and/or repair of mutilated and/or lost data and/or information. Mavim does not warrant that the Products shall function without interruption or without Defects, are suitable for every intended use of the Customer and/or will lead to results desired by the Customer during or after the warranty period. The warranty obligation is void if the Customer alters the Products, or has them altered, without the written permission of Mavim.
- 19.4 After termination of the warranty period, Mavim shall not be bound to repair, modify, and/or replace the Products, unless parties have agreed otherwise.

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19.5 The warranty provided on Third Party Products is limited to the warranty as provided by the third party supplier.

### 20 Evaluation License

- 20.1 In the event the Customer downloads an evaluation license from the Mavim website, the following terms and conditions shall be applicable to such license.
- 20.2 The evaluation license shall be valid for nine (9) days commencing from the moment of delivery.
- 20.3 Mavim has no obligations and/or responsibilities with regard to the evaluation license. Use of the Products provided under an evaluation license is at the sole risk and expense of the Customer.
- 20.4 In the event the Customer does not want to acquire the Products, the Customer must see to it that the:
- Products are removed from the systems on which they have been installed; and
  - Back-ups and/or all other possible copies of the Products are deleted/destroyed.
- 20.5 The Customer agrees that in case of any breach of article 20.5, Mavim has the right, without further notification being required, to charge the Customer the license fees and/or other fees then applicable if the Product were to be acquired after termination of the evaluation license, undiminished the right of Mavim to claim full compensation for damages incurred.
- 20.6 Data generated by the Customer with use of the evaluation license will remain the property of the Customer. It is the Customer's sole responsibility to back-up and/or transfer data to an alternative system prior to discontinuing use of the Products. Mavim does not have any obligations with regard to the aforementioned data.

## SERVICE

### 21 Service

- 21.1 Mavim shall perform Service on the Products.
- 21.2 The Service includes:
- answering of technical and functional questions regarding the functioning and use of the Products;
  - provision of new updates (patches and fixes) of the Products;
  - taking of measures which could lead to repair of Defects in the Products, which arise during normal use of the Products, within a reasonable amount of time after the written or telephone report of a Defect in the Products.
- 21.3 Mavim is authorized to refuse Service and cancel its other obligations that may flow from the agreement if:
- the Products provided by Mavim or the environment in which the Products operate are altered by the Customer in any way or form, without the written permission of Mavim;
  - Service is required as a result of incorrect use of the Products or the result of circumstances which lie outside of the Products;
  - circumstances arise which may endanger the safety of Mavim employees or those of a third party acting on behalf of Mavim.
- 21.4 In the event of a circumstance as set out in article 21.3 a) and b) Mavim can offer to provide Service on the basis of subsequent calculation.
- 21.5 Reconstruction of mutilated or destroyed data, including file construction, is not included in Service.

MAVIM is a registered trade name of Mavim B.V.