

General Terms & Conditions – 2-Controlware B.V.

Article 1. Applicability and realization agreement

- 1.1. These general terms and conditions apply to all agreements, legal relationships and offers of 2-Controlware B.V., registered in the Trade Register of the Chamber of Commerce under number: 20142369 and located at Haagsemarkt 1 (4813 BA) in Breda, The Netherlands, Europe.
- 1.2. The applicability of any general or specific (purchasing) conditions of recipient is hereby expressly rejected by 2-Controlware B.V..
- 1.3. All offers and/or expressions (quotes) from 2-Controlware B.V. are valid for thirty (30) days. In its offers, 2-Controlware B.V. gives the best possible picture/description of the provided applications and services and their use. Services include consultancy work regarding the design of the applications as well as providing training and other services. The offers are based on the information provided by the recipient at the time of the offer. If the offer has not led to an agreement, 2-Controlware B.V. reserves the right to use the by 2-Controlware B.V. offered capacity to be deployed elsewhere.
- 1.4. The agreement between 2-Controlware B.V. and recipient is established by integral acceptance of the offer by the recipient. Acceptance takes place by signing of the order confirmation by the recipient or by signing a separate (mantle) agreement including these terms and conditions.
- 1.5. In the event of a different acceptance of an offer, 2-Controlware B.V. reserves the right to make a new offer that replaces the previous offer.
- 1.6. Only written agreements are part of the agreement between 2-Controlware B.V. and recipient.

Article 2. Cooperation, implementation, and suspension of the agreement

- 2.1. 2-Controlware B.V. will make an effort to execute the agreement carefully, properly and as best as possible.
- 2.2. If proper performance of the services requires this, 2-Controlware B.V. has the right to have certain work carried out by third parties. 2-Controlware B.V. will exercise due care in the selection of third parties. 2-Controlware B.V. is authorized by the recipient to accept any limitations of liability from third parties on behalf of the recipient. Requests for services are deemed to be exclusively addressed to 2-Controlware B.V. and not, for example, to a third party as mentioned above. The recipient is obliged to cooperate in all reasonableness in the realization and execution of the agreement with the third party.
- 2.3. Recipient uses the applications/software/services solely for the purpose and functions for which they were developed/intended. If recipient uses the applications/software/services for other purposes or functions, then recipient does this entirely at its own expense and risk. 2-Controlware B.V. gives no guarantees regarding such (continued) use (Article 3.1) and therefore 2-Controlware B.V. cannot be held responsible or liable in this regard.
- 2.4. Recipient is obliged to accept the deliveries from 2-Controlware B.V. in accordance with the agreement and recipient is obliged to provide the anticipated cooperation.
- 2.5. If recipient does not meet the requirements stated in this Article 2, and/or does not cooperate and/or fails to fulfill other obligations, 2-Controlware B.V. in that case, has the right to suspend the execution of the work in whole or in part during the time that the recipient does not meet its obligations.

- 2.6. If recipient does not meet the requirements stated in Article 2 and/or does not cooperate and/or fails to fulfill other obligations, 2-Controlware B.V. in that case, has the right to claim the damage caused and to demand fulfillment of the agreement.

Article 3. The development and modification of applications

- 3.1. Recipient is aware of and accepts the fact that the applications and/or services are subject to development and change and therefore do not have a static existence. 2-Controlware B.V. is entitled to change the applications and/or services, to add new functionality or to change functionality, for the purpose of more effective, efficient, attractive, or otherwise economically responsible exploitation.
- 3.2. To the extent that an adjustment to the applications and/or services requires this, this at the exclusive discretion of 2-Controlware B.V., 2-Controlware B.V. is entitled to require the recipient to sign an amended agreement or to agree in writing to the applicability of amended conditions. 2-Controlware B.V. will inform the recipient in writing of the intention to change the agreement or the conditions.
- 3.3. If the recipient does not reject the announced changes in writing in a timely manner, i.e. no later than four weeks after the date of the announcement referred to in the previous Article (3.2), it will be deemed to have agreed to this.
- 3.4. If the recipient refuses to give its consent in writing in a timely manner with regard to the announced changes, the recipient is entitled to terminate the agreement immediately without the recipient having any right to performance, compensation or otherwise against 2-Controlware B.V.. Such a right cannot be asserted or enforced in this case.

Article 4. Delivery and terms

- 4.1. Delivery times set by 2-Controlware B.V. can never be regarded as fatal deadlines. Article 6:82 of the Dutch Civil Code applies.
- 4.2. In the event of force majeure on the part of 2-Controlware B.V. possible delivery times are extended or cancelled where necessary.
- 4.3. If delay is the result of actions or omissions of the recipient and/or her suppliers, for example insufficient cooperation (including answering questions), then the recipient must, at the first request of 2-Controlware B.V., compensate the hours in which the employees of 2-Controlware B.V. are underloaded.

Article 5. Prices and tariffs

- 5.1. All prices and tariffs are excluding turnover tax and excluding remaining levies officially enforced.
- 5.2. Delivery of additional (functionality of the) applications and/or any additional services and/or performance of additional services and any matters that the recipient assumed were part of the agreement, as well as items purchased by the recipient on the basis of progressing insight, but which were not foreseen, anticipated or agreed upon in the original agreement, will be regarded as additional work that will be charged at the tariffs of 2-Controlware B.V. applicable at that time. The term of the agreement is not changed as a result of the recipient placing extensions during the agreement unless the parties have expressly agreed this in writing.
- 5.3. Once per calendar year, 2-Controlware B.V. is entitled to increase its prices and tariffs for its products and services. In the event of a price increase, the recipient has the right to terminate the agreement, subject to a notice period of three (3) months.

Article 6. Billing and Payment

- 6.1. The payment term for invoices is fourteen (14) days after the invoice date. Therefore, all invoices must be paid by the recipient within fourteen (14) days after the invoice date.

- 6.2. If the recipient does not pay on time, the recipient will automatically be in default as of fourteen (14) days after the invoice date without notice of default being required. Recipient is in that case, liable and obliged to pay, in addition to the amount due and the commercial interest accrued thereon, administrative costs (€ 75, --), extrajudicial and judicial (collection) costs (the litigation costs), including the full costs of lawyers, legal consultants, bailiffs and collection agencies. The extrajudicial costs are estimated at a minimum of fifteen percent (15%) of the principal sum with a minimum of € 250, -- excluding VAT.
- 6.3. If the recipient does not pay on time, 2-Controlware B.V. is entitled to immediately suspend its services, without being liable for any damage that may arise as a result. This will not be reimbursed.
- 6.4. Payment will be immediately due and payable in the case that the recipient is declared bankrupt, the recipient applies for a debt moratorium, the recipient's assets are seized, the recipient dies, or the recipient goes into liquidation or is dissolved.
- 6.5. If the recipient believes that (part of) an invoice is incorrect or that there are (alleged) shortcomings in the fulfillment of the agreement, then the recipient must notify 2-Controlware B.V. of this in writing within ten (10) days after the invoice date or execution. After this time, the recipient can no longer object to this.

Article 7. Intellectual Property Rights

- 7.1. All intellectual property rights to the applications, software, services, documentation, and other works belong to 2-Controlware B.V., its licensors and/or suppliers. Unless otherwise agreed, the recipient only receives the rights of use explicitly stated in the agreement, or those stated in separate license agreement(s) with (third party) supplier(s).
- 7.2. If and as far as not all intellectual property rights relating to the applications, software, services, documentation and other works belong to 2-Controlware B.V., but belong to a third-party supplier, recipient accepts and agrees with entering into a license agreement with third party suppliers herself. The recipient acknowledges and agrees with being bound to all license stipulations and conditions of (third party) suppliers.
- 7.3. In accordance with the provisions in these general terms and conditions and the restrictions as determined in this article, 2-Controlware B.V. hereby grants recipient a directly revocable, non-exclusive, non-transferable license on applications/(custom-made) software, services and/or documentation and/or other works, for the purpose for which it was purchased by the recipient, which goal was also known by 2-Controlware B.V. during the realization of the agreement. 2-Controlware B.V. may set further conditions in the agreement with regard to the scope of the right of use, such as maximizing the number of users, etc. Use of documentation also implies copying of this documentation for own employees or users, as well as the authority to create company-specific documentation.
- 7.4. The recipient is never permitted to make changes to the applications, software, services and/or documentation and/or other works and the recipient is not allowed to sell, lease, give provision, (sub)license, encumber or otherwise transfer the applications, software, services and/or documentation and/or other works to third parties. And the recipient is not permitted to give access and/or a right to use the applications, software, to provide services and/or documentation and/or other works to third parties (including hosting software elsewhere than at 2-Controlware B.V.) unless the recipient has received prior written approval of 2-Controlware B.V..
- 7.5. The recipient is not entitled to remove or change a statement with regard to intellectual property rights, including statements concerning the confidential nature of works.
- 7.6. Recipient indemnifies 2-Controlware B.V. against all claims from third parties relating to violations of intellectual property rights as referred to above.

- 7.7. The recipient is not authorized to decompile the software, to multiply the code and/or to translate it or to otherwise subject it to reverse engineering. Under which also is included, yet not exclusively, the by-passing of (technical) securities. Unless the foregoing is legal.
- 7.8. At the first request and at the expense of recipient, 2-Controlware B.V. is willing to participate in a source code deposit (escrow) at an independent third party. The expenses of the third party and 2-Controlware B.V. resulting from this are at the expense of recipient. For standard software it is valid that intellectual property rights can never be acquired by the recipient by means of a source code deposit, because the license cannot be non-exclusively granted to different recipients. For custom-made software it is valid that the intellectual property rights can be acquired by recipient by means of a source code deposit, only if and as far as agreed upon that this custom-made software has been exclusively developed for recipient. Furthermore, 2-Controlware B.V. can attach conditions to a deposit as previously stated.
- 7.9. If and as far as the software is given for use by the recipient to end users, who are not employees of the recipient – the latter in accordance with the purpose as agreed – then the end user license agreement as shown on the display to end users, is valid between the end user and 2-Controlware B.V. (the “EULA”).
- 7.10. Any violation of this article gives 2-Controlware B.V. the right to revoke or to terminate the agreement immediately and without judicial interventions by means of a written notification to the recipient, without being responsible for the damage caused. In case of violation of the provisions of this article, the recipient will forfeit an immediately claimable penalty of € 8.000, -- (eight thousand Euro) per day. The latter without prejudice to the remaining rights of 2-Controlware B.V., including the right to claim actual damages instead of a fine.

Article 8. Warranty

- 8.1. Except for what is expressly included in the agreement, 2-Controlware B.V. makes no other or further warranties, commitments, conditions with regard to the applications and/or services than stated in these general terms and conditions.
- 8.2. 2-Controlware B.V. makes no warranties or conditions and disclaims all other explicit or implicit statutory warranties, including warranties of quality, ownership, non-infringement character, merchantability, and fitness for a particular purpose with regard to the applications/(custom) software.
- 8.3. 2-Controlware B.V. guarantees that all services will be carried out with professional care and competence. If 2-Controlware B.V. does not comply to this and the recipient notifies 2-Controlware B.V. of this within three (3) months from the date of execution, 2-Controlware B.V. will either re-perform the professional services or the price charged for the specific services which has been paid by recipient, will be refunded as the recipient’s sole remedy for non-compliance of the guarantee of the professional services. Notwithstanding the foregoing, results of services which are provided free of charge, provided as is, are supplied without any warranty. 2-Controlware B.V. makes no warranties or conditions and disclaims all other explicit or implicit statutory warranties, including warranties of quality, ownership, non-infringement character, merchantability and fitness for a specific purpose relating to the services and/or documentation and/or other works.
- 8.4. If the service does comply with the performance of the services with professional care and competence, but the recipient needs additional services, for example training, etc., then this will be defined as additional work.
- 8.5. 2-Controlware B.V. does not guarantee: that the applications and/or software and/or services will meet the requirements of the recipient, that the applications and/or software will work in combinations that the recipient can choose for use, that the operation of the applications and/or software will be uninterrupted or error-free, or that all error conditions will be corrected.

- 8.6. If a guarantee has been agreed upon, the recipient can only rely on that guarantee after the recipient has fulfilled all its obligations, arising from the agreement, towards 2-Controlware B.V.
- 8.7. In case of applications and/or software of which 2-Controlware B.V. does not own the intellectual property rights, the warranty provisions of the relevant party (third party) suppliers apply.

Article 9. Security and Confidentiality

- 9.1. Information is confidential if it is indicated/classified as such by one party or if the other party knows or may suspect that information is otherwise confidential.
- 9.2. The parties, and the parties' personnel, will only use information that has been obtained of or made available by the other party in accordance with the provisions of the agreement and will not provide it directly or indirectly to third parties or give permission thereto without prior written permission from the other party. The parties, including the personnel of the parties, will furthermore take all necessary precautionary measures to protect it against unauthorized use and disclosure.
- 9.3. The provisions of this article do not apply if a party must disclose confidential information pursuant to a court ruling or ex officio order.
- 9.4. Recipient is obliged to take measures to prevent unauthorized access to the services and data. 2-Controlware cannot be held responsible or liable for damage suffered by the recipient due to unauthorized and/or unlawful use of software and/or service(s) by third parties.
- 9.5. During and after termination of the agreement, recipient will retain all confidential information - including information of which recipient can suspect that it is confidential – confidential from third parties. Furthermore, the recipient ensures that the aforementioned confidential information is destroyed immediately after termination of the agreement. At the first request of 2-Controlware B.V., the recipient proves that this actually happened.
- 9.6. What is stated above in this article applies mutatis mutandis to the period prior to the conclusion of the agreement.

Article 10. Transfer and sub-contracting

- 10.1. Recipient is not entitled to transfer rights and obligations to a third party without prior written permission from 2-Controlware B.V.. The authorization as mentioned above cannot be refused by 2-Controlware B.V. on unreasonable grounds.
- 10.2. 2-Controlware B.V. is entitled to use third parties in the execution of the assignment, regardless of whether this occurs on the basis of subcontracting or engagement of staff.
- 10.3. 2-Controlware B.V. is entitled to transfer all rights and obligations acquired in the context of the agreement to third parties without any additional restrictions. She will inform the recipient of this as soon as possible when this occurs.

Article 11. Liability

- 11.1. The total liability of 2-Controlware B.V. due to a shortcoming on her part in the performance of the agreement is limited to compensation of direct financial loss:
 - a) up to the amounts received by 2-Controlware B.V. from the recipient excluding VAT, which amounts 2-Controlware B.V. charged in connection with the delivery and implementation of the applications, software and/or documentation and/or other works and services under the agreement by 2-Controlware B.V.; or
 - b) if the agreement is mainly a continuing performance agreement, the amount excluding VAT charged by 2-Controlware B.V. in the 3 (three) months prior to the date of the injury event. Examples of continuing performance agreements are (among others): the license agreement and the service level agreement.
- 11.2. Direct financial loss, as referred to in the previous article (11.1), is exclusively implied:

- a) Reasonable costs that the recipient would have to incur to ensure the performance of 2-Controlware B.V. to comply with the agreement; nonetheless, this replacing damage is not compensated if the relevant agreement is or will be dissolved by or at the request of recipient;
 - b) Reasonable costs, made to determine the cause of damage and the extent of damage, insofar as the determination relates to direct damage within the meaning of this article;
 - c) Reasonable costs, made to prevent or limit damage, insofar as the recipient proves that these costs have led to limitation of direct damage the sense of this article.
- 11.3. The liability of 2-Controlware B.V., as referred to in previous articles, is limited to zero if and insofar as the recipient cannot prove that he has done everything to limit the damage. If and insofar as the parties agreed otherwise in writing, the provisions of the relevant agreement apply.
- 11.4. Liability of 2-Controlware B.V. for all other forms of damage than stated in the aforementioned article is excluded, under which expressly included consequential loss, loss of profits, missed cost savings, decreased goodwill, mutilation, destruction or loss of data files, damage related to the involvement of (third parties) suppliers that recipient prescribed 2-Controlware B.V. to involve, damage related to (additional) effort/deployment of personnel of recipient and damages regarding liability outside the scope of the contract.
- 11.5. The limitations of 2-Controlware B.V.'s liability as set out in this article will expire if and insofar as there is intent and/or conscious/deliberate recklessness on the part of 2-Controlware B.V..
- 11.6. The condition for the existence of a right to compensation is in all cases that the party suffering the damage reports this damage as soon as possible after it has occurred to the party causing damage.
- 11.7. Any claim for damages against 2-Controlware B.V. expires by the single passing of three (3) months after its occurrence.

Article 12. Force majeure

- 12.1. Force majeure, in addition to article 6:75 of the Dutch Civil Code, shall in any case include: disruptions or failure of the internet, telecommunications infrastructure, power outages, domestic riots, mobilization, war, pandemics, transport disruptions, strikes, exclusion, business disruptions, stagnation in supply, fire, flood, import and export barriers and in the event that either party, because of its own suppliers, regardless of the reason, is unable to deliver or execute the agreement.
- 12.2. If a force majeure situation occurs, fulfilment of the agreement cannot reasonably be expected of the other party. The execution of the agreement will be suspended.
- 12.3. If a force majeure situation has lasted longer than ninety days, the agreement will be terminated.
- 12.4. 2-Controlware B.V. will never be obliged to pay damages. Not even if any advantage is enjoyed by 2-Controlware B.V as a result of the force majeure situation.

Article 13. Duration, termination and suspension

- 13.1. An agreement is always entered into for a period of one (1) year unless the parties otherwise agreed.
- 13.2. The agreements cannot be terminated prematurely.
- 13.3. The recipient can only terminate the agreement by sending a registered letter no later than three (3) months before the end of the agreement. As of the termination date (being the date by which the agreement has been terminated) the right of recipient to use the application and/or software, services, etc. expires. Recipient is no longer entitled to use the application and/or software, services, etc. after that date. Recipient can extend the agreement for a period of one (1) year, by paying administration costs of 2-Controlware B.V. fourteen (14) days

- before the termination date, in accordance with a further written agreement made between the parties.
- 13.4. After the expiry of the (initial) term of the agreement, the agreement will be (tacitly) extended for a period equal to the original duration, unless:
 - a) The parties have agreed otherwise; or
 - b) The agreement ends because the recipient terminates the agreement in writing (registered letter) in accordance with a notice period of three (3) months towards the end of the term.
 - 13.5. 2-Controlware B.V. is entitled to increase the prices relating to the applications and/or software, services, etc. annually. In deviation of article 12.4.b., recipient may in the event of price change cancel the agreement in writing by the first day of the month following the announcement of the price change. If the recipient does not cancel the agreement within one (1) month after notification of the price increase, the recipient is deemed to have accepted the price increase.
 - 13.6. 2-Controlware B.V. is entitled, without prejudice to what is stated in the agreement, to dissolve the agreement, by means of a written statement and without notice of default or prior notice to dissolve, in whole or in part, with immediate effect:
 - a) If the recipient in this case attributable fails in one or more of its obligations and/or fulfillment is impossible;
 - b) If it is plausible for 2-Controlware B.V. that the recipient is unable or unwilling to fulfill its obligations;
 - c) If the recipient has applied for a moratorium of payments or moratorium of payments is granted, if he filed his petition in bankruptcy, is declared bankrupt, changes to liquidation of his company or ends his activities or is proven or appears to be insolvent in any way;
 - d) If 2-Controlware B.V. suffers image/reputational damage as a result of the collaboration with the recipient, or a further cooperation with the recipient will lead to expected damage to the image/reputation of 2-Controlware B.V.;
 - e) If major changes take place in the type of ownership or control structure at recipient or 2-Controlware B.V., under which also include mergers and takeovers;
 - f) If by or on behalf of the recipient in connection to the realization or execution of the agreement any benefit takes place or is offered or provided to a person who is part of the organization of 2-Controlware B.V..
 - 13.7. In the event of dissolution, 2-Controlware B.V. is never obliged to compensation in any form. Recipient is obliged to indemnify 2-Controlware B.V. against any damage whatsoever. The recipient is furthermore obliged to indemnify and compensate 2-Controlware B.V. against/for all claims from third parties that may rise by or in connection with the dissolution as referred to in this article.
 - 13.8. In the event of dissolution, the recipient is obliged to immediately compensate all costs 2-Controlware B.V. has made, without prejudice to the right of 2-Controlware B.V. to claim full compensation.
 - 13.9. If the parties, at the time of dissolution, have already completed execution of the agreement (all performances given and received), then these performances and the associated payment obligations are not the subject of undoing. Under which also includes the license of (third party) suppliers purchased by 2-Controlware B.V..
 - 13.10. If the recipient fails to fulfill any obligation under the agreement or fails to do so on time, or if there is a well-founded fear that the recipient will not fulfill its obligation under the agreement, 2-Controlware B.V. is entitled to suspend the execution of the agreement, such without 2-Controlware B.V. being liable for any compensation. Suspension will not take place before 2-Controlware B.V. has given notice to the recipient in writing and granted recipient a reasonable term to still fulfill its obligations.
 - 13.11. In the event of suspension or dissolution of the agreement, compensation for performed performances by 2-Controlware B.V. are immediately due and payable, after deduction of the

amounts already (partially) paid by the recipient from the agreed price. The suspension will not be cancelled until the recipient has complied with all commitments and has compensated all costs arising from the suspension to 2-Controlware B.V.

- 13.12. Upon termination of the agreement, the recipient will immediately stop using the application and/or software, services, etc..
- 13.13. After termination of the agreement, the recipient en its employees will have no access to the application and/or software, services, etc. and its data.
- 13.14. 2-Controlware B.V. will upon termination of the agreement, for whatever reason, not refund any fees already paid or owed to the recipient.
- 13.15. Obligations that by their nature are intended to continue after termination of the assignment, will continue to exist. The termination of the agreement expressly does not release the parties of the provisions relating to: confidentiality, ban on taking over personnel, intellectual property rights, applicable law and competent court.

Article 14. Applicable law and competent court

- 14.1. To all offers, agreements, and agreements forthcoming from agreements on which these conditions are applicable and all originating legal relationships therefrom are exclusively governed by Dutch law.
- 14.2. All disputes arising from or related to this agreement will first be settled and submitted exclusively to the competent Dutch court for the district in which 2-Controlware B.V. is established.
- 14.3. If a translation of these general terms and conditions has been sent to recipient, the Dutch text shall be decisive.

Article 15. Final provisions

- 15.1. Recipient will not, for the duration of the continuing performance agreement and up to one (1) year after termination of the agreement, without written permission from 2-Controlware B.V., employ persons in active service of 2-Controlware B.V. or have these employees perform activities in another way or offer them or have a third party offer them a proposal that will result in breaking the bond between those persons/employees with 2-Controlware B.V..
- 15.2. In the event of violation of the provisions of article 15.1. recipient forfeits to 2-Controlware B.V. an immediately payable fine that is not eligible for judicial moderation, in the amount of the gross annual salary (incl. employer's expenses) of that employee(s), without prejudice to the right of 2-Controlware B.V. to claim full compensation instead of that fine.
- 15.3. If any provision of the agreement or these general terms and conditions is found to be void, this will not affect the validity of the entire agreement/general terms and conditions. The Parties will in such case determine and adopt a new provision or new provisions to replace the void provision or provisions, which will ,as much as legally possible, give effect to the intention of the original agreement and these general terms and conditions.
- 15.4. The data that the recipient provides in the context of the agreement to 2-Controlware B.V. and the data that the recipient provides while using the service will be processed and used in a secure manner in accordance with the privacy statement and the applicable laws and regulations.
- 15.5. In these terms and conditions, "in writing" also includes e-mail, provided that the identity of the sender and the integrity of the content is sufficiently established. The parties will make every effort to ensure receipt and confirm contents of communications by email.
- 15.6. The Vienna Sales Convention does not apply to the agreement.