

GENERAL TERMS AND CONDITIONS (GTC) OF COMPAREX NEDERLAND B.V.
Version: February 2018

I. Definitions

1.1 Cloud/Cloud services: the providing of processing capacity and/or storage capacity for data and/or software by means of an online connection to shared facilities.

1.2 Cloud agreement: an agreement between the Client and the Cloud Service Provider that sets out the terms and conditions for Cloud Services.

1.3 CSP: The Cloud Service Provider, who is the third party who is offering the Cloud service, this including Microsoft Cloud Services.

1.4 Service: A service to be provided by COMPAREX or third parties for the Client that can be either one-off or continuous in nature.

1.5 EULA: The End User License Agreement, which is an agreement in which the rights of use for the Software are recorded that is entered into between the Client and the entitled party in relation to the Software.

1.6 User: The person within the Client's organization who uses the Software.

1.7 Rights of Use: The right granted to the Client to use the Software in accordance with the terms and conditions of the EULA or the conditions set out in these GTC.

1.8 Individual agreement: An agreement entered into between the parties that relates to one or more specific assignments, with the Service Description being part of this agreement.

1.9 Producer: The third party that develops and exploits the Software and who has granted COMPAREX a right of resale for the rights of use.

1.10 Service Description: A more detailed description of the products and services to be delivered.

1.11 SLA: The Service Level Agreement that describes the standards of performances.

1.12 Software: Computer program recorded in an object code that can be read by equipment, as well as the user documentation provided by the Producer that does not include the source code.

1.13 Third-party software: Software whose intellectual property rights are not vested in COMPAREX.

II. Applicability

1. These General Terms and Conditions (GTC) apply exclusively to all agreements and to all obligations that result from them that are formed now and in the future between COMPAREX Nederland B.V. (hereinafter: 'COMPAREX') and the client (hereinafter: the 'Client').

2. The GTC apply alongside and in addition to any individual agreements that apply between

COMPAREX and the Client (hereinafter jointly referred to as the 'Parties').

If a EULA, Cloud agreement or other agreement is formed between the Client and a third party then the provisions therein are determinative for the relationship between the Client and the third party, with the Client never acquiring more rights than those set out in the aforementioned contract, this on the understanding that the GTC apply between COMPAREX and the Client in so far as they relate to the performances of or the legal relationship with COMPAREX.

3. Any purchase conditions used by the Client are expressly inapplicable, unless agreed otherwise in writing between the Parties. The purchase conditions will not apply even if they are not expressly contested by COMPAREX. Acceptance of the performances in particular by the Client will be considered to be acceptance of these GTC.

III. Formation of an agreement

1. Quotations issued by COMPAREX are not binding. A binding agreement is not formed until COMPAREX expressly accepts an assignment, starts performing it or sends an invoice regarding the assignment to the Client.

2. The agreement entered into constitutes the entire agreement for the performances to be performed by COMPAREX. Deviating or additional arrangements and warranties, including but not limited to amendments and decisions made during a project, discussions about performance and the minutes for these discussions, have to be accepted in writing by COMPAREX before they become applicable and in this last-named case will solely apply to the assignment in question.

IV. Subject and obligations

1. The subject is deliveries and Services as set out in the individual agreement. Each additional assignment is considered to be a separate agreement that the Client will be charged for separately. If COMPAREX performs an additional delivery and/or Service free of charge then the Client will not be able to invoke its fulfilment.

2. Default will not occur until after the Client has sent a proper notice of default that grants COMPAREX a reasonable period for time for fulfilment.

3. Dates regarding provision and/or service provision are only binding if confirmed by COMPAREX in writing, this without prejudice to the requirements for notice of default set out in Article III.2. The Client

is obliged to report a delay in a timely way so that COMPAREX can implement the necessary measures. Fixed dates for provision and/or service provision will be agreed under the express proviso of timely performance by COMPAREX's suppliers/subcontractors.

4. Each advice given prior to and/or that leads to the entering into of an agreement between the Parties will be made by COMPAREX to the best of its knowledge and ability. The Client is obliged to actively provide relevant information to COMPAREX during the phase preceding the entering into of an agreement between the Parties.

5. Unless stipulated by a mandatory statutory provision, test phases and rights of return carried out free of charge or at a discount will solely apply if expressly agreed in writing.

6. COMPAREX is permitted to engage subcontractors when performing the contractual obligations. In this case, the responsibility for the fulfilment of obligations remains with COMPAREX. COMPAREX is permitted to transfer rights and obligations from any agreement to a third party.

7. If there is no written agreement in a specific case then the relationship between the Parties will be deemed to be one of a contract for services.

8. The responsibility for a project and for the results thereof will rest with the Client, unless expressly agreed otherwise in writing.

9. If so far as COMPAREX is dependent on third parties' deliveries and services for it to perform Services and does not perform or produce them itself, does not have them in stock and cannot purchase them when the assignment is to be performed then COMPAREX is entitled to cancel or terminate the agreement early, in so far as the supplier fails to perform or that COMPAREX can only acquire the deliveries and services at increased market prices, with COMPAREX not being responsible for the non-fulfilment. COMPAREX will inform the Client that deliveries or services are unavailable and will refund sums already paid in this regard. Each additional right of fulfilment for or any reimbursement or compensation of the Client is excluded.

10. Events such as force majeure that are unforeseeable, unavoidable or that lie outside COMPAREX's control release COMPAREX from its obligation to fulfil for as long as this event continues. Force majeure is also understood to mean a labor dispute at COMPAREX or at one of COMPAREX's suppliers/subcontractors. In such cases, agreed dates and deadlines will be suspended for the duration of the event, including a new start-up period if necessary. If the end of the event is unforeseeable or lasts longer than one (1) month then each Party is authorized to terminate the agreement with immediate effect. The above applies mutatis mutandis if the event referred to above occurs at one of COMPAREX's suppliers/subcontractors.

11. Deliveries and Services will be performed at the location stated in the agreement. COMPAREX will not carry out preparatory activities until a written agreement has been signed.

12. Services will be performed as described in the Service Description and/or the SLA. An SLA may be modified or amended from time to time by COMPAREX.

V. Delivery, passing of ownership

1. A retention of title will apply in respect of all delivered goods until such time as the Client has fulfilled all obligations in respect of COMPAREX. In the case of a current-account relationship, the retention of title is considered to be security for the fulfilment of the current-account relationship.

2. In the normal course of the Client's business, he will solely deliver delivered goods under retention of title. The Client is not permitted to pledge the goods delivered under retention of title or to perform any action that jeopardizes COMPAREX's ownership right.

3. If goods delivered under retention of title are attached (i.e. garnished) by a third party then the Client will inform the third party of the existence of the retention of title. The Client will immediately inform COMPAREX of seizures imposed by third parties.

VI. Rights of use for Software and intellectual property, documentation

1. Rights of use relating to third-party Software will be subject to the licensing terms and conditions declared applicable by the third-party copyright owner on the basis of a EULA or comparable conditions. The Client will ensure that Users comply with these conditions. The conditions set out in the EULA will prevail over these GTC if they conflict with them.

2. With regard to Software whose copyright is vested in COMPAREX, COMPAREX grants the Client a non-transferable, non-exclusive right to use the Software within the Client's own organization for his own use, unless a EULA or comparable terms and conditions determine(s) otherwise.

3. With regard to Software specifically developed by COMPAREX for the Client, COMPAREX grants the Client a basic non-transferable, non-exclusive right to use the Software within the Client's own organization for his own use. The aforementioned right is granted subject to the full payment by the Client of all sums owed to COMPAREX. Software whose intellectual property rights are vested in COMPAREX or third-party Software that forms part of Software specifically developed for the Client comes within the scope of Articles VI.1 and VI.2.

4. With regard to open source Software or amended versions thereof that form(s) part of Software specifically developed by COMPAREX for the Client, the GNU General Public License will apply.

5. The transfer of rights of use for standard third-party Software is solely permitted if the law

prescribes this as mandatory. With regard to standard COMPAREX Software, the transfer of rights is solely permitted if the Client waives all his rights. The Client is obliged to impose all obligations and limitations that rest with him on the party that is being transferred to. At COMPAREX's initial request, the Client will confirm in writing that he is waiving his rights of use.

6. COMPAREX is entitled to use at its discretion and in its own interests or in the interests of third parties the knowledge and knowhow it has gained during the performance of services.

7. If a right to use Software for a specified period of time ends through the passage of time then upon request the Client will return or destroy the Software, including copies, written documentation and other information, unless there is a statutory obligation to store it.

8. If standard Software is provided then COMPAREX will also be provided with the original user documentation that the manufacturer provided the Client with. COMPAREX will be solely obliged to provide additional information if this is agreed in writing.

9. The Software will only be provided in object code. The Client is not entitled to receive the Software's source code, unless the law obliges COMPAREX to do so. COMPAREX will not enter into any escrow agreements in relation to the source code of standard Software.

10. Unless agreed otherwise, COMPAREX is permitted to perform the provision or service provision electronically or to arrange for it to be downloaded. If the provision takes place via downloading then COMPAREX will inform the Client about the availability.

11. If Software and rights of use are delivered then COMPAREX can suspend the right of use if the Client has exceeded his payment deadline by more than fourteen calendar days.

12. The Client will immediately inform COMPAREX if a third party asserts that a performance by COMPAREX infringes this third party's right. COMPAREX (and if applicable its suppliers/subcontractors) is/are entitled - but is/are not obliged - to defend itself/themselves against this assertion at its/their own expense. The Client will not recognize a third party's claim without giving COMPAREX the opportunity to put forward a defense.

13. If a delivery or service by COMPAREX infringes third-party rights then COMPAREX may at its sole discretion and at its own expense i) acquire the rights needed to let the Client use the delivery or services, or ii) modify the delivery or services in such a way that there is no longer any infringement, or iii) take back the delivery or service and pay back to the Client the sums already paid in this regard (minus a reasonable sum for their use).

VII. Client's obligations to cooperate and accept

1. The Client will assist COMPAREX as much as possible in the performance of the service provision. In particular, the Client will provide the necessary assistance in full and in a timely way and will also make available work room(s), workplaces and workstations, Internet access, the necessary access to systems and the necessary development environment, all of these for the normal working hours, without charging COMPAREX anything for this.

2. The Client will provide COMPAREX in a timely way with all information needed to perform the assignment. The Client will inform COMPAREX as soon as possible of all known events, circumstances and changes that could affect COMPAREX's service provision.

3. COMPAREX is not obliged to verify the quality and correctness of the assistance provided by the Client or to verify the correctness and completeness of the information provided.

4. COMPAREX is not responsible for delays, adjusted schedules and additional costs resulting from late acceptance and/or delayed or incorrect assistance by the Client and may charge additional costs in this regard. Plans and deadlines stated will be extended by at least the duration of these delays. Additional costs will be charged by COMPAREX based on the prices and rates that apply at that time. The remaining rights of COMPAREX are reserved.

5. If COMPAREX advises on (complex or other) forms of licenses, licensing contracts and licensing conditions then the advice that COMPAREX gives will be provided on the basis of a 'best efforts' obligation, with COMPAREX not guaranteeing in any way the achievement of a particular result. COMPAREX bases its advice on the information that it receives from the Client, including in relation to its correctness and completeness. COMPAREX cannot be held responsible for its advice if it turns out that the information provided by the Client is incomplete or incorrect. At all times, the Client himself remains responsible for the (licensing and other) conditions he enters into. COMPAREX cannot be held responsible in any way for the Client's existing or future compliance situation.

VIII. Financial consideration and payment

1. The amounts that the Client owes COMPAREX will be recorded in an individual agreement. If the Parties have not stated a price or rate in the individual agreement then the customary prices and rates deployed by COMPAREX will apply.

2. Unless otherwise agreed, the costs of packing, transportation and insurance will be for the Client's account.

3. The BTW (Dutch turnover tax) will be charged in accordance with the rate applicable by law at the time of invoicing. Price increases that result from an increase in turnover tax will be for the Client's account. All amounts invoiced by COMPAREX will be owed thirty (30) days after the invoice date, unless

another payment term is stated on the invoice. COMPAREX can choose whether to send its invoices in paper or electronic form. The Client consents to electronic invoicing from today's date onwards.

4. Objections to invoiced amounts must be submitted in writing to COMPAREX no later than ten (10) days after the date on which the invoice was received. After this period has elapsed, the invoice will be deemed to have been accepted by the Client.

5. An offsetting or suspension of payment by the Client is solely permitted if the Client's claim is either undisputed or was established in law. Suspension or offsetting by the Client is solely permitted in respect of shortcomings in the items delivered or title defects. If the claim arising from attributable failure in the fulfilment has lapsed then the right to suspension or offsetting lapses too.

6. If payment is late in whole or part or if the Client fails to fulfil his obligations in any other way then COMPAREX is entitled to suspend all performances, with all COMPAREX's other claims becoming due and payable immediately. In addition, COMPAREX is entitled to reimbursement of the statutory commercial interest.

7. In the event of either the Client's inability to pay or his payment moratorium or insolvency then COMPAREX is permitted to terminate an agreement with immediate effect.

IX. Warranty

1. The Parties find that there is no such thing as a 'state of the art' completely error-free Software or Cloud service. Minor deviations from agreed specifications do not give any entitlement to make a claim that arises from an attributable failure in the fulfilment. Commitments and public disclosures by a third party in respect of the Software it has produced will only be part of the Software's agreed properties if this has been expressly agreed in writing.

2. Any warranty provided will be solely provided under the terms and conditions stated in the EULA and/or Cloud agreement and will run from the point in time when the right of use or access to the Cloud was granted.

3. The Client will immediately inspect the delivered items for defects; if any are present then he will inform COMPAREX about them and provide it with the information it needs to rectify the fault.

4. The Client is obliged to reimburse the efforts made by COMPAREX or by any third party engaged by COMPAREX if the Client wrongly reports that there is a defect or else a defect is reported that is not covered by the scope of the warranty. The reimbursement is made based on COMPAREX's tariffs that apply at that time.

5. COMPAREX does not warrant that a service or product is suitable for a particular purpose, unless this purpose is explicitly stated in the description of the service or product.

X. Services

1. Unless agreed otherwise, work performed will be invoiced for each month at the end of a month.

2. If an acceptance procedure is agreed in respect of the delivered result for the performed services then COMPAREX will draw up an acceptance report regarding the delivered items. The Client will confirm in the acceptance report [by signing it] that all work has been performed correctly and in line with the assignment, which means that the contract has been fulfilled. This provision applies mutatis mutandis to partial deliveries.

3. The warranty obligations will be in force from the moment of acceptance of the delivered work. If the Client has not reported any significant defects within fifteen (15) calendar days after COMPAREX's notice of completion then acceptance will be deemed to have taken place. The Client is not permitted to start using the delivered items until he has signed the acceptance report. If the Client starts using the delivered items then this will be deemed to be acceptance. In all other respects, the provisions in Article IX apply mutatis mutandis.

4. Either Party may propose amendments to the assignment. COMPAREX will start dealing with a proposal by the Client to modify an assignment and will inform the Client whether - and if so, under what conditions - the modification will be accepted.

5. COMPAREX will take the Client's interests into consideration when selecting the employees to be involved with an agreement's performance. COMPAREX is permitted to replace employees or engaged third parties by employees or engaged third parties with comparable qualifications or experience. COMPAREX will inform the Client of any change in the deployment of employees if the names of the employees involved have been previously stated during the project. Unless expressly agreed otherwise in writing, the Client cannot issue any instructions, this including instructions regarding the location where the work is to be performed, the planning, the working times, and the organizing of the work within the agreed scope. The deployed employees will solely receive instructions from COMPAREX, even if the work is being performed on the Client's premises. If the Parties are collaborating in order to perform tasks and meet deadlines then COMPAREX will decide on the planning.

6. If services are not performed in full or at all where it is not a case of force majeure then COMPAREX will perform the services within a reasonable period of time, provided that the Client has reported the failure without delay and in any case within two (2) weeks.

7. COMPAREX will inform the Client if the original time and effort estimated for a service is exceeded. In this case, COMPAREX will not be obliged to provide further services. In all cases, the Client will

be obliged to pay for the actual hours spent on the work, irrespective of whether the goal or result he envisaged has been achieved.

8. Services will be provided by COMPAREX to the best of its ability. Unless agreed in writing, COMPAREX does not warrant any result for the performed services.

9. The applicability of Article 7:408 BW (Dutch Civil Code) is excluded.

XI. Cloud services

1. Cloud services will be provided under the terms and conditions laid down by the CSP (Cloud Service Provider) in a Cloud agreement. Without prejudice to the applicability of these GTC between COMPAREX and the Client, the Client accepts the Cloud agreement.

2. The nature and scope of the Cloud service will be described in the Service Description or SLA or in online or other documentation provided to the Client.

3. The functionality of Cloud service can change from time to time.

4. The CSP decides the location from which the computers are to provide the Cloud service.

5. Services offered by COMPAREX based on third-party Cloud services depend in part on these Cloud services, which means that COMPAREX cannot be obliged to provide services that cannot be provided by the (existing or modified) Cloud service.

XII. 'Continuing performance' contracts

1. If a continuing performance contract is entered into then the parties will contractually record its term. If the term is not regulated contractually then the term will be an indefinite period of time and each party will be entitled to terminate the agreement with due observance of a notice period of one (1) month.

2. The term of Software maintenance and support agreements will be determined by the term deployed by the Producer.

3. The right to terminate an agreement (including early termination) continues to exist. Amongst other rights, COMPAREX is entitled to end or terminate an agreement early if:

- the Client refuses to fulfil his contractual obligations;
- the Client is more than fourteen (14) days late with the payment of sums he owes COMPAREX;
- the Client (including his agents or representatives) have attributable failed to fulfil an agreement;
- there is a change in the Client's capacity, the Client is taken over, or the commercial circumstances change to such an extent that there are justified concerns about the Client's continuity;
- if a payment moratorium or insolvency for the Client is applied for or else parts of the Client's assets are attached;

4. A termination or ending must be made in writing.

5. Termination due to COMPAREX's attributable failure to fulfil will not be possible until COMPAREX has been given proper notice of default that also grants a reasonable period of time for fulfilment.

6. If COMPAREX modifies the fulfilment of ongoing obligations then the Client will be deemed to have accepted these modifications if the Client continues to purchase the performances.

XIII. Liability

1. COMPAREX's liability is limited to a maximum of one hundred thousand (100,000.00) euros, unless there is willful misconduct or deliberate recklessness.

2. COMPAREX's liability for indirect loss or consequential loss/damage, including losses due to delays and lost profits, is excluded.

3. The Client undertakes to regularly make data backups. Liability for data loss is limited to the work involved in recovering the data for which a backup is made regularly in line with the risk.

4. The provisions laid down herein are without prejudice to product liability, in so far as this cannot be excluded under law.

5. The limitation or exclusion of COMPAREX's liability also applies in respect of employees, freelancers and representatives of COMPAREX.

6. The applicability of Article 7:404 BW (Dutch Civil Code) is excluded.

XIV. Expiry of claims

1. Claims expire if they have not been submitted within one (1) year of their arising.

XV. Privacy

1. The Parties will comply with the legislation and regulations applicable at that time in the field of data protection. If COMPAREX processes personal data then it will do so in the capacity of processor. In that case, the Parties will enter into a separate processor's agreement.

XVI. Right to audit

1. Subject to prior notification, COMPAREX is entitled to carry out an audit at the Client's offices during normal office hours to establish whether the Client is fulfilling his contractual obligations (including the conditions for online services and the relevant product description). COMPAREX is permitted to allow a third party - including one of COMPAREX's suppliers/subcontractors - to participate in an audit, provided that this third party undertakes to maintain confidentiality in respect of the Client or else is bound by a statutory duty of confidentiality.

XVII. Confidentiality

1. A Party will treat the confidential information that relates to the knowledge or business

processes of the other party that is obtained prior to or after entering into an agreement as strictly confidential. This applies in particular to information that relates to Cloud services and to the data that is processed in the Cloud.

2. The Client will get its personnel (including temporary personnel and interns) - and if applicable subcontractors or third parties that it engages - to sign a proper non-disclosure agreement (NDA) as referred to in paragraph 1 of this Article and will provide these NDAs to the other Party at the latter's initial request.

XVIII. Other provisions

1. Rights and obligations cannot be transferred without COMPAREX's express prior consent.

2. COMPAREX is permitted to transfer the rights and obligations from an agreement to an affiliated enterprise.

3. The Client will fully comply with all applicable import and export rules and restrictions, including those of the United States of America. In the case of cross-border deliveries, the Client will pay all taxes, interest, import duties and other levies. Unless expressly agreed otherwise, the Client is responsible for carrying out all the formalities needed for cross-border deliveries.

4. Unless agreed otherwise, e-mail is considered to be equivalent to a written communication.

5. Nothing but Dutch law will apply. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

6. Disputes will be solely resolved by the competent court in Amsterdam.

7. If any provision of this agreement is void or voidable then the other provisions continue to apply in full.

8. COMPAREX is permitted to make changes or additions to the GTC, provided that they are announced a reasonable period of time beforehand in writing or by e-mail.

9. If the Client does not agree to the change or addition then he must submit a written objection no later than four (4) weeks after receipt of the notification referred to in paragraph 8. If the Client fails to object within the aforementioned period of time then the changes or additions will become part of the GTC.

10. If changes or additions are included as mandatory statutory provisions then the Client is not entitled to object to them.