

General Terms and Conditions for O'Weel Software B.V., Chamber of Commerce No.: 57542864

Article 1 – Definitions

- 1.1 The following definitions with the meaning given hereunder shall be used in these general terms and conditions:
- O'Weel Software B.V.: the company applying the general terms and conditions.
 - Principal: the contracting party of O'Weel Software B.V..
 - Agreement: the Agreement signed between O'Weel Software B.V. and the Principal.
 - Software: computer programmes including any related documentation developed by O'Weel Software B.V..

Article 2 - General statements

- 2.1 These terms and conditions shall apply between O'Weel Software B.V. and the Principal to the exclusion of all other terms and conditions.
- 2.2 Additional and/or different terms and conditions - including purchase conditions - of the Principal shall form no part of the Agreement and do therefore not oblige O'Weel Software B.V. unless O'Weel Software B.V. has accepted such terms and conditions explicitly and in writing.
- 2.3 In case of a conflict between these terms and conditions and those of O'Weel Software B.V., these terms and conditions shall prevail unless confirmed by O'Weel Software B.V. in writing that the terms and conditions of the Principal shall apply.
- 2.4 These terms and conditions shall also apply to all agreements with O'Weel Software B.V. for the implementation of which the services of third parties are called upon.
- 2.5 If one or more of the provisions in these general terms and conditions are or might become null and void, the remaining provisions of these general terms and conditions shall remain in full force. In this case, O'Weel Software B.V. and the Principal shall consult each other for the purpose of agreeing on new provisions to take the place of the provisions that are or might become null and void taking into consideration to the extent possible the objective and scope of the original provisions.

Article 3 - Offers and estimates

- 3.1 All offers and estimates given by O'Weel Software B.V. shall be non-binding and are subject to change.
- 3.2 The prices in the offers and estimates shall not include VAT or any costs incurred within the framework of the Agreement, including travel expenses unless otherwise stipulated.

- 3.3 If the acceptance (in subordinate points) differs from the offer made in the price quotation, O'Weel Software B.V. shall not be bound by it. In this case, the Agreement shall not cover the different acceptance unless stipulated otherwise by O'Weel Software B.V..
- 3.4 A price quotation giving a breakdown shall not oblige O'Weel Software B.V. to execute a portion of the order against a stipulated portion of the quoted price.
- 3.5 Offers or price quotations shall not apply automatically to future orders.
- 3.6 O'Weel Software B.V. shall reserve the right to modify its prices from time to time. Any new estimate shall invalidate all previously quoted prices.

Article 4 - Constitution of an agreement

- 4.1 An agreement is constituted with the acceptance of the order by O'Weel Software B.V. either by written order confirmation or by O'Weel Software B.V. issuing an invoice relating to the order. If O'Weel Software B.V. does not accept the order, it shall have absolutely no obligation towards the Principal.

Article 5 - Implementation of the Agreement

- 5.1 O'Weel Software B.V. shall implement the Agreement to the best of its abilities and understanding.
- 5.2 If and insofar as required for the proper implementation of the Agreement, O'Weel Software B.V. shall be entitled to have third parties perform certain work.
- 5.3 The Principal shall ensure that all information, which O'Weel Software B.V. considers necessary or of which the Principal shall reasonably assume that it is necessary for the implementation of the Agreement is provided to O'Weel Software B.V. in good time. If the data necessary for the implementation of the Agreement are not provided to O'Weel Software B.V. in good time, O'Weel Software B.V. shall be entitled to suspend the implementation of the Agreement and/or charge the costs incurred as a result of any delay to the Principal at the usual rates.
- 5.4 If it has been agreed that the Agreement shall be implemented in phases, O'Weel Software B.V. may defer implementation of the parts of the Agreement that are part of the next phase until the Principal has approved the results of the preceding phase in writing.

5.5 If work is performed by or on behalf of O'Weel Software B.V. at the location of the Principal or a location indicated by the Principal, the Principal shall be responsible, at its own expense for providing the facilities reasonably requested by O'Weel Software B.V..

Article 6 - Delivery and risk

- 6.1 The delivery terms for the goods and services shall be ex warehouse. Shipping charges shall be at the expense and risk of the Principal.
- 6.2 After delivery by or on behalf of O'Weel Software B.V., the Principal shall bear the risk of loss, damage or destruction, irrespective of the reason, under all circumstances.
- 6.3 A stipulated delivery time is not a final deadline unless explicitly stipulated otherwise. In case of late delivery, the Principal shall declare O'Weel Software B.V. in default by written notice.

Article 7 - Modifications in the goods and services to be delivered

7.1 O'Weel Software B.V. shall be entitled to deliver goods and services that differ in the following points from the goods and services described in the Agreement: type number, brand, packaging, documentation and manuals, minor model changes; the above under the condition that such differences do not entail any reduction in the use, acquisition or exchange values and are an improvement over the goods and services delivered by O'Weel Software B.V.. If O'Weel Software B.V. exercises this option and delivers goods and services that differ substantially from the agreed goods and services, the Principal shall be entitled to dissolve the Agreement. The Principal shall exercise this right within five working days after the difference was discovered or could reasonably have been discovered.

Article 8 - Modification of the Agreement

- 8.1 If during the implementation of the Agreement, it appears that for proper implementation, it shall be necessary to modify or expand the work to be performed, the parties shall make the necessary modifications in the Agreement without delay and in mutual consultation with each other.
- 8.2 If the parties agree on modifying or expanding the Agreement, the completion time might be affected as a result. O'Weel Software B.V. shall inform the Principal about this matter as soon as possible.

8.3 If the modification or expansion has financial and/or qualitative implications for the Agreement, O'Weel Software B.V. shall inform the Principal accordingly beforehand.

8.4 If a fixed fee has been agreed upon, O'Weel Software B.V. shall indicate to what extent the modification or expansion of the Agreement shall result in increased fees.

8.5 Contrary to paragraph 3, O'Weel Software B.V. may not charge any extra costs if the modification or expansion is a consequence of circumstances attributable to O'Weel Software B.V..

Article 9 - Contract term; completion time

- 9.1 The Agreement between O'Weel Software B.V. and the Principal runs for the term of one year even if the Agreement relates to the periodic provision of new Software versions unless a different term results from the nature of the Agreement or the parties explicitly and in writing have stipulated otherwise.
- 9.2 The term shall be extended tacitly for another year unless the Principal or O'Weel Software B.V. dissolves the Agreement in writing.
- 9.3 The Agreement shall also end if O'Weel Software B.V. chooses not to grant further licenses and does not send an invoice for such licenses or if the Principal does not pay the invoice.
- 9.4 O'Weel Software B.V. shall be entitled to apply a two-month trial period after entering into the Agreement. O'Weel Software B.V. may cancel the order immediately within this trial period.
- 9.5 O'Weel Software B.V. may make changes to the scope or the content of the Software. These changes may affect the specifications necessary for using the equipment. The costs of such changes shall be the responsibility of the Principal.

Article 10 - Title retention

10.1 All goods and services provided to the Principal shall remain the property of O'Weel Software B.V. until all amounts, which the Principal owes for the goods and services delivered or for work performed under the Agreement have been paid in full to O'Weel Software B.V.. All rights granted to the Principal are always granted or, as the case may be, assigned under the suspensive condition that the Principal pays the stipulated compensations on time and in full.

Article 11 - Fees

- 11.1 For offers and agreements in which a fixed fee has been provided or stipulated, paragraphs 2 and 4 up to and including 5 of this Article shall apply. If no fixed fee has been stipulated, paragraphs 3 to 5 inclusive of this Article shall apply.
- 11.2 The parties may agree on a fixed fee during the negotiations for the Agreement.
- 11.3 If no fixed fee has been stipulated, the fee shall be determined on the basis of actual hours worked. The fee shall be calculated on the basis of the usual hourly rates of O'Weel Software B.V. in force during the period in which the work is performed unless a different hourly rate has been agreed upon.
- 11.4 For orders taking longer than four weeks, fees and billable expenses shall be invoiced intermittently.
- 11.5 O'Weel Software B.V. may increase the fee if it appears during the implementation of the work that the originally agreed upon or expected workload has been underestimated at the time the Agreement was entered into to such an extent and provided that this underestimation is not attributable to O'Weel Software B.V., that O'Weel Software B.V. cannot reasonably be expected to perform the stipulated work for the fees initially agreed upon.

Article 12 - Confidential information

- 12.1 Either party shall take all reasonable precautionary measures to ensure that confidential information received from the other party remains confidential.

Article 13 - Intellectual property rights

- 13.1 The copyright and all other rights of intellectual or industrial property to all programs, equipment or other material (such as: analysis, draft designs, documentation, reports, price quotations) as well as (other) material prepared for the purpose shall remain exclusively with O'Weel Software B.V. or its licensors. The Principal is granted only those user rights, which have been explicitly granted under these terms and conditions unless stipulated otherwise in writing between O'Weel Software B.V. and the Principal.
- 13.2 The Principal may not remove or change references to copyrights, brands, trade names or other rights of intellectual or industrial property from Software, equipment or material, including references to the confidential nature and secrecy of the programmes.

- 13.3 The Principal may take technical steps to protect the Software. If O'Weel Software B.V. has protected the Software by means of technical measures, the Principal may not remove or circumvent this protection. If the protection measures have the result that the Principal is not able to make a backup copy of the Software, O'Weel Software B.V. shall make a backup copy of Software available to the Principal at the request of the Principal.

Article 14 - User rights

- 14.1 With the user rights, the Principal shall be entitled to use the Software per purchased unit on three computers at one location and for one company at a time unless stipulated otherwise in writing. A "unit" in these general terms and conditions refers to: the right to use the Software on three computers. As far as multiple-user versions are concerned, no more users may work at any moment with the system at the same time than the number of users stipulated in writing between O'Weel Software B.V. and the Principal.
- 14.2 The Principal may not:
 - a) Copy the Software in any way, be it totally or partially irrespective of the form or medium.
 - b) Remove or change any characteristics such as trade names, images and product names, copyright notes and/or user name and number (or cause them to be removed or changed).
 - c) Change, adapt, convert, decompile, imitate or otherwise process, reverse-engineer the Software totally or partially or allow third parties to do so.
 - d) Lease out, sell, assign as collateral or make available the Software totally or partially to third parties, under whatever pretext, allow them to inspect it or given them access to it, including the managing of data by a (legal) entity other than the Principal.
 - e) Transfer the Software totally or partially to another computer via electronic means or by way of telecommunications or use it on a computer that is part of or connected to, a network unless stipulated otherwise.
- 14.3 The Principal shall take all measures, which are reasonably necessary to prevent all or parts of the Software from being acquired by third parties.

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Article 15 - Cooperation on the part of the Principal

- 15.1 Because the Principal shall be required to fully cooperate in the implementation of the Agreement, the Principal shall always and in a timely fashion provide O'Weel Software B.V. with the all useful and necessary data or information.
- 15.2 The Principal shall be responsible for the use and the correct application in its organization of the equipment, Software and the services to be provided on behalf of or by O'Weel Software B.V., as well as also for the administration and calculation methods to be applied and for protecting the data.
- 15.3 If it has been agreed that the Principal shall make available equipment, materials or data on data media, such media shall meet the specifications necessary for the performance of the work. The Principal shall see to it that no rights of third parties oppose the making available or using such equipment, Software, material or data and release O'Weel Software B.V. from all actions based on the assertion that such availability or use infringes on third-party rights.
- 15.4 If data necessary for the implementation of the Agreement are not available to O'Weel Software B.V., not available in good time or not available pursuant to the Agreement or if the Principal does not meet its obligations in other ways, O'Weel Software B.V. shall be entitled to suspend the implementation of the Agreement and charge any extra costs according to the usual rate of O'Weel Software B.V..

Article 16 - Termination of the Agreement

- 16.1 The claims of O'Weel Software B.V. against the Principal are immediately callable in the following cases:
 - a) If after signing the Agreement, O'Weel Software B.V. becomes aware of circumstances that give O'Weel Software B.V. reason to fear that the Principal shall not meet its obligations;
 - b) If, when entering into the Agreement, O'Weel Software B.V. asked the Principal to provide collateral for the performance and this collateral is not provided or is not satisfactory.In the mentioned cases, O'Weel Software B.V. shall be entitled to suspend the further implementation of the Agreement or to proceed to dissolving the Agreement, in either case notwithstanding the right of O'Weel Software B.V. to claim damages.

- 16.2 If circumstances occur concerning persons and/or material of which O'Weel Software B.V. avails itself or normally avails itself for the implementation of the Agreement, which are of such a nature that the implementation of the Agreement becomes impossible or so difficult and/or unreasonably costly that compliance with the Agreement can no longer be expected, O'Weel Software B.V. shall be entitled to dissolve the Agreement.

Article 17 - Warranty

- 17.1 The Software is guaranteed against material and production defects for the duration of the user rights. During this period, any repair shall be free of charge unless the defects are entirely or partially to blame on incorrect, careless or unprofessional use or on outside causes such as fires or water damage. O'Weel Software B.V. shall charge for any repairs outside the framework of this warranty.
- 17.2 The Principal shall be responsible for testing (verifying and validating) the Software provided.

Article 18 - Liability

- 18.1 O'Weel Software B.V. shall be liable toward the Principal only for damage caused intentionally or by gross negligence on the part of O'Weel Software B.V. or the executives in its employ.
- 18.2 The liability of O'Weel Software B.V. shall at any time be limited to the full invoice value relating to the goods and services provided by O'Weel Software B.V..
- 18.3 O'Weel Software B.V. assumes absolutely no liability for any damage incurred by the Principal and/or third parties resulting from the incorrect and/or unprofessional use of the goods and services provided by O'Weel Software B.V..
- 18.4 O'Weel Software B.V. assumes absolutely no liability for any damage incurred by the Principal to and/or on the systems of the Principal resulting from work performed by the employees of O'Weel Software B.V. on behalf of the Principal.
- 18.5 O'Weel Software B.V. assumes absolutely no liability for any damage incurred by a third party resulting from or incurred because of an error committed by any of the Principal's employees.

Article 19 - Work activities

- 19.1 Employees of O'Weel Software B.V. shall not be entitled to perform any work on computers and networks other than installing O'Weel Software B.V. programmes unless the Principal asked O'Weel Software B.V. specifically to perform such work.
- 19.2 The Principal shall make a functioning system available when an employee of O'Weel Software B.V. comes for an inspection.
- 19.3 Recommendations from employees of O'Weel Software B.V. concerning the installation and configuration of systems are entirely non-binding. The responsibility for implementing these recommendations and therefore for any resultant damage shall be entirely at the risk of the Principal.
- 19.4 If during the employee's inspection no functioning system is available, the inspection shall end. In this case the Principal shall be responsible for paying the cost of a complete inspection.

Article 20 - Payment

- 20.1 Payment shall be effected within thirty days of the invoice date by transferring the owed amount to the account number mentioned on the invoice unless stipulated otherwise in writing.
- 20.2 After the expiration of the deadline stated under paragraph 1, the Principal shall be in default; starting with the effective date of the default the Principal shall owe interest in the amount of 1% per month or part of a month or the legal interest if the latter is higher.
- 20.3 Payments effected by the Principal are first used always for settling all owed interest and costs and secondly, for overdue invoices that have gone unpaid the longest, even if the Principal argues that the payment relates to a later invoice.

Article 21 – Extra-judicial collection costs

- 21.1 If the Principal is in default with meeting one or more of its obligations, all reasonable costs of an extrajudicial settlement shall be borne by the Principal.
- In any case the Principal shall be liable for:
- 15% of the first €3,000.00 with a minimum of €300.00,
 - 10% of the amount up to €6,000.00,
 - 8% of the amount up to €15,000.00,
 - 5% of the amount up to t €6,000.00,
 - 3% of any exceeding amount.
- If O'Weel Software B.V. can prove that it had higher costs, which were reasonably necessary, such higher costs also qualify for compensation.

Article 22 - Force majeure

- 22.1 The parties shall not be obliged to meet an obligation if they were prevented from meeting it as a result of a circumstance out of their control and under the law if they are able to invoke a legal act or a commonly accepted concept.
- 22.2 Force majeure in these general terms and conditions refers, in addition to what the law and case law provide, to all outside causes, foreseen or unforeseen on which O'Weel Software B.V. has no influence but as a result of which O'Weel Software B.V. is unable to meet its obligations.
- 22.3 The delivery and other obligations of O'Weel Software B.V. shall be suspended for the duration of the force majeure. If the period during which O'Weel Software B.V. is prevented by force majeure from meeting its obligations lasts more than one month, both parties shall be entitled to dissolve the Agreement without any obligation by either party to pay damages.
- 22.4 If O'Weel Software B.V. has already partially fulfilled its obligations or is able to fulfil its obligations only partially when the force majeure arises, O'Weel Software B.V. shall be entitled to invoice the already delivered or deliverable goods and services separately and the Principal shall pay such invoice as if it were a separate contract. However, this shall not apply if the already delivered or deliverable goods and services have no value in themselves.

Article 23 - Disputes & applicable law

- 23.1 Contrary to the legal regulations regarding the competence of the civil judge, any disputes between the Principal and O'Weel Software B.V. shall be adjudicated by the competent court in the district of Middelburg.
- 23.2 Dutch law shall apply to all agreements between O'Weel Software B.V. and the Principal.