

General Terms and Conditions Toomba B.V.

1. Terms and Conditions, offer and agreement

- 1.1 In these General Terms and Conditions, 'TOOMBA' means: Toomba B.V. and each to Toomba B.V. belonging entity using these Terms and Conditions.
- 1.2 These General Terms and Conditions apply to all offers, legal relationships and agreements whereby TOOMBA supplies goods and/or services of any nature whatsoever to the Client. Agreement within the meaning of these General Terms and Conditions means any agreement, oral or written, that is concluded between TOOMBA and the Client. Deviations from and additions to these General Terms and Conditions are only valid if they have been expressly agreed in writing.
- 1.3 All offers and other expressions of TOOMBA are without obligation, unless expressly indicated otherwise in writing by TOOMBA. The Client guarantees the correctness and completeness of the requirements and specifications of the performance and other data on which TOOMBA bases its offer as stated by it or on its behalf to TOOMBA.
- 1.4 The applicability of purchase or other conditions of the Client is expressly rejected.
- 1.5 If any provision of these General Terms and Conditions is void or voided, the remaining provisions of these General Terms and Conditions will remain in full force.

2. Price and payment

- 2.1 All prices are exclusive of turnover tax (VAT) and other levies imposed by the government.
- 2.2 In the absence of a specific regulation, TOOMBA is entitled to adjust its prices and rates annually on 1 January.
- 2.3 In the absence of a specific arrangement, the Client will pay invoices within thirty days of the invoice date. The Client is not entitled to set off or suspend a payment.
- 2.4 If the Client does not pay the amounts due on time, the Client will owe statutory interest on the outstanding amount from the due date, without any reminder or notice of default being required. In the event that the Client continues to fail to pay the claim after a reminder or notice of default, TOOMBA can hand over the claim and is entitled to charge the Client for all judicial and extrajudicial costs incurred in connection with the collection of the amounts then due and payable.

3. Confidential data, do not approach and privacy

- 3.1 Each of the parties guarantees that all information received from the other party, of which the other party knows or should reasonably know that it is of a confidential nature, will remain secret, unless a legal obligation requires disclosure of that information. The party receiving confidential information will only use this information for the purpose for which it was provided. Information is in any case considered confidential if it has been designated as such by one of the parties.
- 3.2 TOOMBA undertakes to take the measures reasonably required of it to ensure the confidentiality of confidential information received by it or its employees from the Client. TOOMBA will observe reasonable instructions from the Client in this regard.
- 3.3 During the term of an agreement as well as for one year after its termination, the Client shall, without permission from TOOMBA, not employ any employees of TOOMBA, approach them for employment or otherwise, directly or indirectly, have them work for it.
- 3.4 The Client indemnifies TOOMBA against claims from persons whose personal data are registered or processed in the context of a personal registration that is kept by the Client or for which the Client is otherwise responsible by law, unless the Client proves that the facts on which the claim is based are solely attributable to TOOMBA.

4. Reservation of Title and Rights, Retention

- 4.1 All goods delivered to the Client remain the property of TOOMBA until all agreed amounts, as well as all other amounts that the Client owes due to the failure to meet the payment obligation, have been paid to TOOMBA in full.
- 4.2 Where applicable, rights are always granted or transferred to the Client under the condition that the Client pays the agreed fees in full and in a timely manner.
- 4.3 TOOMBA may retain the goods, products, property rights, data, documents, data files and (interim) results of TOOMBA's services received or generated under the agreement, despite an existing obligation to deliver, until the Client has provided TOOMBA with all paid amounts due.

5. Risk

- 5.1 The risk of loss, theft or damage to items, products, software or data that are the subject of an agreement, transfers to the Client at the moment when these are placed in the actual power of disposal of the Client or an auxiliary person of the Client.

6. Third Party Products

- 6.1 If and insofar as TOOMBA makes or supplies third-party products to the Client, the terms and conditions of those third parties will apply to those products, overriding the provisions of the agreement and these General Terms and Conditions. The Client accepts the aforementioned conditions of third parties. TOOMBA will send a copy thereof to the Client at its request.
- 6.2 If and insofar as the conditions of third parties, as referred to in Article 6.1, are deemed not to apply or are declared inapplicable in the relationship between the Client and TOOMBA for whatever reason, the provisions of the agreement and these General Terms and Conditions apply.
- 6.3 TOOMBA's liability for third-party products will in no event exceed what will appear to be recoverable from the third party(ies) in question.

7. Intellectual or industrial property rights

- 7.1 All intellectual and industrial property rights to all software, websites, data files, equipment or other materials developed or made available under an agreement, such as analyses, documentation, reports and offers, as well as preparatory material thereof, are vested exclusively in TOOMBA or its licensors or suppliers. The Client will only receive the rights of use expressly granted in these terms and conditions. A right of use accruing to the Client is non-exclusive and cannot be transferred to third parties.
- 7.2 If, contrary to Article 7.1, TOOMBA is prepared to undertake to transfer an intellectual or industrial property right, such an undertaking can always only be entered into explicitly and in writing. If the parties expressly agree in writing that intellectual or

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industrial property rights with regard to software, websites, data files, equipment or other materials developed specifically for the Client will be transferred to the Client, this shall not affect TOOMBA's authority to basic components, general principles, ideas, designs, documentation, works, programming languages, and the like, without limitation, to apply and exploit them for other purposes, either for themselves or for third parties. Nor does a transfer of intellectual or industrial property rights affect TOOMBA's right to undertake developments for itself or third parties that are similar to those that have been or will be done for the Client.

- 7.3 The Client is not permitted to remove or change any indication regarding the confidential nature or regarding copyrights, brands, trade names or other intellectual or industrial property rights from the software, websites, data files, equipment or materials.
- 7.4 TOOMBA is permitted to take technical measures to protect the software or with a view to agreed limitations in the duration of the right to use the software. The Client is not permitted to remove or avoid such a technical measure. If security measures mean that the Client cannot make a backup copy of software, TOOMBA will make a backup copy available to the Client upon request.
- 7.5 Unless TOOMBA makes a backup copy of the software available to the Client, the Client may make one backup copy of the software, which may only be used to protect against involuntary loss of possession or damage. Installation of the back-up copy only takes place after involuntary loss of possession or damage. A back-up copy must bear the same labels and copyright notices as are present on the original copy (see Article 7.3).
- 7.6 With due observance of the other provisions of these general terms and conditions, the Client is entitled to correct errors in software made available to it if this is necessary for the intended use of the software. Where these general terms and conditions refer to 'errors', this is understood to mean the substantial failure to comply with the functional or technical specifications made known in writing by TOOMBA and, in the case of custom software and websites, with the functional or technical specifications expressly agreed in writing between the parties. There is only an error if the Client can demonstrate this and if it is reproducible. The Client is obliged to immediately report errors to TOOMBA.
- 7.7 TOOMBA indemnifies the Client against any legal claim from a third party based on the allegation that products developed by TOOMBA itself infringe an intellectual or industrial property right under Dutch law ("infringement"), on the condition that the Client informs TOOMBA immediately in writing about the existence and content of the legal claim and the handling of the case, including the making of any settlements, entirely to TOOMBA. To this end, the Client will provide TOOMBA with the necessary powers of attorney, information and cooperation to defend itself against these legal claims, if necessary on behalf of the Client. This obligation to indemnify expires if the alleged infringement is related (i) to materials made available to TOOMBA by the Client for use, processing, incorporating or (ii) to changes that the Client has made to the products or has been made by third parties. have it installed. If it has been irrevocably established by law that the products developed by TOOMBA itself infringe any intellectual or industrial property right belonging to a third party or if, in the opinion of TOOMBA, there is a reasonable chance that such an infringement will occur, TOOMBA will, if possible ensure that the Client can continue to use the delivered, or functionally equivalent other products, undisturbed, for example by adjusting the infringing parts or by acquiring a user right for the benefit of the Client. If, in its sole opinion, TOOMBA cannot, or cannot otherwise than unreasonably burden it (financially or otherwise), ensure that the Client can continue to use the delivered undisturbed, TOOMBA will take back the delivered products against credit of the acquisition costs, less a reasonable usage fee. . TOOMBA will not make its choice until after consultation with the Client. Any other or more extensive liability or indemnification obligation of TOOMBA due to infringement of intellectual or industrial property rights of a third party is entirely excluded, including liability and indemnification obligations of TOOMBA for infringements caused by the use of the delivered products (i) in a non form modified by TOOMBA, (ii) in conjunction with goods or products not supplied or provided by TOOMBA or (iii) in a manner other than for which the products were developed or intended.
- 7.8 The Client guarantees that no rights of third parties oppose making equipment, software, material intended for websites (images, text, music, domain names, logos, etc.), data files, or other materials, including design material, available to TOOMBA for the purpose of use , editing, installation or incorporation (e.g. into a website). The Client indemnifies TOOMBA against any action based on the allegation that such making available, using, editing, installing or incorporating any rights of third parties infringe.

8. Cooperation by the Client

- 8.1 The Client will always provide TOOMBA with all data or information that is useful and necessary for the proper execution of an agreement and will fully cooperate, including granting access to its buildings. If the Client deploys its own personnel in the context of cooperating in the implementation of an agreement, this personnel will have the necessary knowledge, experience, capacity and quality.
- 8.2 The Client bears the risk of the selection, use and application in its organization of the products delivered and services to be provided by TOOMBA, and is also responsible for the control and security procedures and adequate system management.
- 8.3 If the Client makes software, websites, materials, data files or data available to TOOMBA, these will meet the specifications necessary for the performance of the work.
- 8.4 If the Client does not make the data, equipment, software or employees necessary for the implementation of an agreement available to TOOMBA, or does not do so in time or in accordance with the agreements, or if the Client does not fulfill its obligation in any other way, TOOMBA has the right to of that agreement in whole or in part and it has the right to charge the resulting costs according to its usual rates, without prejudice to TOOMBA's right to exercise any other legal right.
- 8.5 If employees of TOOMBA perform work at the location of the Client, the Client will provide the facilities reasonably desired by those employees free of charge, such as a workspace with adequate computer equipment and telecommunication and data communication facilities. The Client will allow the employees of TOOMBA to take reasonable measures to prevent occupational diseases. The Client indemnifies TOOMBA against claims from third parties, including TOOMBA employees, who suffer damage in connection with the execution of an agreement as a result of acts or omissions on the part of the Client or unsafe situations in its organization. The client will timely inform the employees of TOOMBA to be deployed of the house and security rules that apply within its organization.
- 8.6 If telecommunication and/or data communication facilities, including the internet, are used in the performance of an agreement, the Client is responsible for the correct choice and the timely and adequate availability thereof. TOOMBA will observe reasonable instructions from the Client with regard to this use. TOOMBA is never liable for damage or costs due to transmission errors, malfunctions or non-availability of these facilities, without prejudice to the provisions of Article 11.

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9. Delivery terms

All (delivery) periods stated or agreed upon by TOOMBA have been determined to the best of its knowledge on the basis of the information known to TOOMBA when entering into an agreement. TOOMBA makes every effort to observe agreed (delivery) terms as much as possible. The mere exceeding of a stated or agreed (delivery) term does not put TOOMBA in default. TOOMBA is not bound by (delivery) terms that, due to circumstances beyond its control that occurred after entering into that agreement, can no longer be met. If there is a threat of exceeding any term, TOOMBA and the Client will consult as soon as possible.

10. Termination Agreement

10.1 Each of the parties is only authorized to dissolve an agreement if the other party, after a proper and as detailed as possible written notice of default, setting a reasonable period for remedying the shortcoming, imputably fails in the fulfillment of essential obligations from that agreement.

10.2 Each of the parties can dissolve an agreement in writing without notice of default, in whole or in part, with immediate effect if the other party is granted suspension of payment - whether or not provisionally - if bankruptcy is filed with regard to the other party or if its company is liquidated or terminated. other than for the purpose of reconstruction or merger of companies. The party that terminates that agreement in this way will never be obliged to pay any refund of monies already received or to pay compensation. In the event of bankruptcy of the Client, the right to use the products made available to the Client will lapse by operation of law.

10.3 If the Client has already received performances for the implementation of that agreement at the time of the dissolution of an agreement as referred to in Article 10.1, these performances and the related payment obligation will not be subject to cancellation, unless the Client proves that TOOMBA has is in default. Amounts that TOOMBA has invoiced before the dissolution in connection with what it has already performed or delivered for the implementation of that agreement, remain due in full with due observance of the provisions of the previous sentence and become immediately due and payable at the time of dissolution.

11. Liability of TOOMBA; indemnification

11.1 TOOMBA's total liability under an agreement is limited to compensation for direct damage up to a maximum of the amount stipulated for that agreement (excluding VAT) for the work to be performed by TOOMBA. If that agreement is mainly a continuing performance agreement, TOOMBA's total liability per year is limited to the total of the fees (excluding VAT) for the work to be performed by TOOMBA stipulated for one year. Under no circumstances will the total compensation for direct damage exceed € 500,000 (five hundred thousand euros).

11.2 TOOMBA's liability for damage due to death or physical injury or due to damage to material property shall never exceed € 1,250,000 (one million, two hundred and fifty thousand euros).

11.3 Liability of TOOMBA for indirect damage, including but not limited to consequential damage, lost profit, lost savings, reduced goodwill, damage due to business interruption, damage as a result of claims from customers of the Client, mutilation or loss of data, damage related to the use goods, materials or software of third parties prescribed by the Client to TOOMBA, damage related to the engagement of a supplier prescribed by the Client to TOOMBA, is excluded.

11.4 The maximum amounts referred to in Article 11.1 will lapse if and insofar as the damage is the result of intent or gross negligence on the part of TOOMBA.

11.5 The liability of TOOMBA due to an attributable shortcoming in the fulfillment of an agreement only arises in all cases if and insofar as the Client immediately gives TOOMBA notice of default, whereby a reasonable period is set for performance, and TOOMBA remains attributable after that reasonable period. fail to fulfill its obligations. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible so that TOOMBA can respond adequately.

11.6 A condition for the existence of any right to compensation is always that the Client reports the damage to TOOMBA in writing as soon as possible after it has arisen.

11.7 The Client indemnifies TOOMBA against all third-party claims due to product liability as a result of a defect in a product or system supplied by the Client to a third party and which also consisted of products supplied by TOOMBA, except if and insofar as the Client proves that the damage was caused by those products.

12. Force majeure

12.1 Neither party is obliged to fulfill any obligation under an agreement if it is prevented from doing so as a result of force majeure. Force majeure also includes force majeure of suppliers of TOOMBA, the failure to properly comply with obligations of suppliers prescribed to TOOMBA by the Client, as well as defects in goods, materials, software of third parties, the use of which has been prescribed to TOOMBA by the Client.

12.2 If a force majeure situation has lasted longer than ninety days or is expected to last longer than ninety days, each of the parties has the right to terminate that agreement by written dissolution. In that case, what has already been performed under that agreement will be settled pro rata, without the parties otherwise owing each other anything.

13. Disclosure

13.1 The Client hereby authorizes TOOMBA to disclose the services of TOOMBA chosen by the Client and the nature thereof. After prior written permission from the Client, TOOMBA is permitted to disclose the solution implemented or to be implemented and it can draw up and publish an outline description of the reasons that led the Client to choose the solution of TOOMBA as well as the results thereof. benefits arising for the Client.

14. Applicable law and disputes

14.1 The agreements between TOOMBA and the Client are governed by Dutch law. Applicability of the Vienna Sales Convention 1980 is excluded.

14.2 In order to try to find an amicable solution to an existing or possible future dispute, the most diligent party can always start an ICT mediation in accordance with the ICT mediation regulations of the Stichting Disputes Solution Automatisering in The Hague. ICT mediation in accordance with these regulations is aimed at mediation by one or more mediators. This procedure does not lead to a

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decision that is binding on the parties. Participation in this procedure is voluntary. The provisions of this paragraph do not preclude a party that so wishes from passing the ICT mediation procedure and immediately following the dispute settlement procedure referred to in Article 14.3.

- 14.3 In the event of disputes that may arise between TOOMBA and the Client as a result of an agreement concluded between TOOMBA and the Client, each of the parties is entitled to submit the dispute to the competent court in Lelystad. The above provisions are without prejudice to the right of the parties to request provisional relief in urgent cases from the Preliminary Relief Judge of the Central Netherlands District Court - Location Lelystad and without prejudice to the right of the parties to take precautionary legal measures.

15. Services

The provisions stated in this chapter "Services" apply, in addition to the General Provisions of these general terms and conditions, if TOOMBA provides services, such as advice, applicability research, consultancy, education, courses, training, support, secondment, hosting, design, development, implement or manage software, websites or information systems and services related to networks. These provisions are without prejudice to the provisions contained in these general terms and conditions regarding specific services, such as computer service, the development of software and maintenance.

16. Performance

- 16.1 TOOMBA will make every effort to perform the services with due care, where appropriate in accordance with the agreements and procedures recorded in writing with the Client. All TOOMBA services are performed on the basis of a best efforts obligation, unless and insofar as TOOMBA has expressly promised a result in the written agreement and the relevant result has also been described with sufficient certainty. Any agreements regarding a service level are always only expressly agreed in writing.
- 16.2 If it has been agreed that the services will take place in phases, TOOMBA is entitled to postpone the commencement of the services that belong to a phase until the Client has approved the results of the preceding phase in writing.
- 16.3 Only if this has been expressly agreed in writing is TOOMBA obliged to follow timely and responsibly given instructions from the Client in the performance of the services. TOOMBA is not obliged to follow instructions that change or supplement the content or scope of the agreed service; however, if such instructions are followed, the relevant work will be reimbursed in accordance with Article.
- 16.4 If a service agreement has been entered into with a view to execution by a specific person, TOOMBA is always entitled, after consultation with the Client, to replace this person with one or more other persons with the same qualifications.
- 16.5 In the absence of an expressly agreed billing schedule, all amounts related to services provided by TOOMBA are due once per calendar month in arrears.

17. Change and additional work

- 17.1 If, at the request or with the prior consent of the Client, TOOMBA has carried out work or other performances that fall outside the content or scope of the agreed services, these activities or performances will be reimbursed by the Client in accordance with TOOMBA's usual rates. Additional work also applies if a system analysis, design or specifications are expanded or changed. TOOMBA is under no obligation to comply with such a request and may require a separate written agreement to be concluded for this purpose.
- 17.2 The Client accepts that the agreed or expected time of completion of the service, and the mutual responsibilities of the Client and TOOMBA, may be influenced by work or performance as referred to in Article 17.1. The fact that (the demand for) additional work occurs during the execution of the agreement is never a ground for dissolution or termination of the agreement for the Client.
- 17.3 Insofar as a fixed price has been agreed for the service, TOOMBA will, if requested, inform the Client in writing in advance about the financial consequences of those extra activities or performances.

18. Education, courses and training

- 18.1 Insofar as TOOMBA's services consist of providing an education, course or training, TOOMBA can always demand the payment due before the start thereof. The consequences of a cancellation of participation in a course, course or training are governed by the rules that are customary at TOOMBA.
- 18.2 If the number of registrations gives rise to this in the opinion of TOOMBA, TOOMBA is entitled to combine the education, course or training with one or more other education, courses or training, or to have this take place at a later date or time.

19. Secondment

- 19.1 There is a secondment within the meaning of these terms and conditions if TOOMBA makes an employee (hereinafter: the seconded employee) available to the Client in order to have this employee perform work under the supervision and management or direction of the Client.
- 19.2 TOOMBA will make every effort to ensure that the seconded employee remains available for the duration of the agreement, without prejudice to the provisions of Article 16.4 regarding replacement.
- 19.3 The Client is entitled to request replacement of the seconded employee (i) if the seconded employee demonstrably does not meet expressly agreed quality requirements and the Client notifies TOOMBA of this in writing within three working days after the start of the work, or (ii) in the event of long-term illness or termination of employment of the seconded employee. TOOMBA will promptly give priority to the request. TOOMBA does not guarantee that replacement is always possible. If replacement is not possible or not immediately possible, the Client's claims for further compliance with the agreement will lapse, as will all Client's claims for non-compliance with the agreement. Payment obligations of the Client regarding the work performed remain in effect.
- 19.4 TOOMBA is obliged to timely and fully pay the wage tax and (advance) premiums for social insurance to be paid for the seconded employee in connection with the agreement. TOOMBA indemnifies the Client against all legal claims from the tax authorities or social insurance authorities with regard to taxes and social insurance premiums that are directly related to the posting of the seconded

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employee by TOOMBA (the so-called hirer's liability), provided that the Client fully pays TOOMBA for the settlement of the relevant claims. and provide him with all necessary information and, if desired by TOOMBA, proxies for litigation.

- 19.5 TOOMBA accepts no liability for the selection of the employee or for the results of work that has been achieved under the supervision and management or direction of the Client.

20 Development of software

- 20.1 In addition to the General Provisions of these general terms and conditions and the special provisions in the chapter "Provision of Services", the provisions stated in this chapter "Development of software" apply if TOOMBA develops software on behalf of the Client and possibly installs it. The chapter "Use and maintenance of software" also applies to this software, except insofar as this chapter deviates from it. The rights and obligations referred to in this chapter relate exclusively to computer software in a form readable for a data processing machine and recorded on material readable for such a machine, as well as to the associated documentation. Where this chapter refers to software, this also includes websites.
- 20.2 If specifications or a design of the software to be developed have not already been made available to TOOMBA when entering into the agreement, the parties will specify in writing which software will be developed and how this will be done. TOOMBA will carefully develop the software on the basis of the data to be provided by the Client, the correctness, completeness and consistency of which the Client guarantees. If the parties have agreed on the use of a development method that is characterized by the fact that the design and/or development of parts of the software is subject to a further prioritization to be determined during the execution of the agreement, this prioritization will always be agreed between parties are established.
- 20.3 TOOMBA is entitled, but not obliged, to investigate the correctness, completeness or consistency of the data, specifications or designs made available to it and, if any imperfections are found, to suspend the agreed work until the Client has removed the relevant imperfections.
- 20.4 Without prejudice to the provisions of Article 7, the Client only acquires the right to use the software in its own company or organization. Only if and insofar as this has been expressly agreed in writing can the source code of the software and the technical documentation made during the development of the software be made available to the Client, in which case the Client will be entitled to make changes to this software. If TOOMBA is legally obliged to make the source code and/or the technical documentation available to the Client, TOOMBA may demand a reasonable fee for this.

21. Delivery, installation and acceptance

- 21.1 TOOMBA will deliver and install the software to be developed to the Client as much as possible in accordance with the written specifications, the latter only if an installation to be carried out by TOOMBA has been agreed in writing. In the absence of explicit agreements in this regard, the Client will itself install, set up, parameterize and tune the software and, if necessary, adjust the equipment and user environment used. Unless expressly agreed otherwise, TOOMBA is not obliged to perform data conversion.
- 21.2 If an acceptance test has been agreed, the test period is fourteen days after delivery or, if an installation to be carried out by TOOMBA has been agreed in writing, after completion of the installation. During the test period, the Client is not permitted to use the software for productive or operational purposes. TOOMBA can always demand, therefore also if this has not been expressly agreed, that the Client carries out a proper test of sufficient scope and depth with sufficiently qualified personnel on (interim) results of the development work and that the test results are communicated to TOOMBA in writing, clearly and comprehensibly. reported.
- 21.3 The software shall be regarded as accepted between the parties:
- if no acceptance test has been agreed between the parties: upon delivery or, if an installation to be carried out by TOOMBA has been agreed in writing, upon completion of the installation, or
 - if an acceptance test has been agreed between the parties: on the first day after the test period, or
 - if TOOMBA receives a test report as referred to in Article 21.5 before the end of the test period: at the time when the errors referred to in that test report within the meaning of Article 7.6 have been corrected, without prejudice to the presence of imperfections that cannot be accepted in the acceptance according to Article 21.6 stand away. Contrary to this, if the Client makes any use of it for productive or operational purposes before the moment of explicit acceptance, the software will be considered fully accepted from the start of that use.
- 21.4 If during the performance of the agreed acceptance test it appears that the software contains errors that impede the progress of the acceptance test, the Client will inform TOOMBA in detail in writing, in which case the test period will be interrupted until the software has been adjusted in such a way that the impediment has been removed..
- 21.5 If during the performance of the agreed acceptance test it appears that the software contains errors within the meaning of Article 7.6, the Client will inform TOOMBA about the errors by means of a written and detailed test report no later than on the last day of the test period. TOOMBA will make every effort to repair the errors referred to within a reasonable period of time, whereby TOOMBA is entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software.
- 21.6 Acceptance of the software may not be withheld on grounds other than those related to the specifications expressly agreed between the parties and furthermore not because of the existence of minor errors, i.e. errors that do not reasonably preclude the operational or productive use of the software. without prejudice to TOOMBA's obligation to rectify these minor errors under the warranty arrangement of Article 25, if applicable. Acceptance may also not be withheld with regard to aspects of the software that can only be judged subjectively, such as the design of user interfaces.
- 21.7 If the software is delivered and tested in phases and/or parts, the non-acceptance of a certain phase and/or part shall not affect any acceptance of an earlier phase and/or another part.
- 21.8 Acceptance of the software in one of the ways referred to in Article 21.3 results in TOOMBA being fully discharged for the fulfillment of its obligations regarding the development and availability of the software and, if the installation by TOOMBA has also been agreed, as the case may be, of its obligations regarding the installation of the software. Acceptance of the software does not affect the rights of the Client under Article 21.6 regarding minor defects and Article 25 regarding warranty.
- 21.9 In the absence of an expressly agreed invoicing schedule, all amounts relating to the development of the software are due upon delivery of the software or, if installation to be carried out by TOOMBA has also been agreed in writing, as the case may be, upon completion of the installation.

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22. Use and maintenance of software

In addition to the General Provisions of these General Terms and Conditions, the provisions stated in this chapter "Use and maintenance of software" apply to all software made available by TOOMBA. The rights and obligations referred to in this chapter relate exclusively to computer software in a form readable by a data processing machine and recorded on material readable by such a machine, as well as to associated documentation, all including any new versions to be provided by TOOMBA. Where this chapter refers to software, this also includes websites.

23. Right of use

- 23.1 Without prejudice to the provisions of Article 7, TOOMBA grants the Client the non-exclusive right to use the software. The Client will always strictly comply with the restrictions on use agreed between the parties. Without prejudice to the other provisions of these general terms and conditions, the Client's right of use only includes the right to load and execute the software.
- 23.2 The software may only be used by the Client in its own company or organization on one processing unit and for a specific number or type of users or connections for which the right of use has been granted. Insofar as nothing else has been agreed in this regard, the processing unit of the Client on which the software was used for the first time and the number of connections that are connected to that processing unit at the time of first use, will serve as the processing unit and number of connections for which the right of use has been granted. In the event of a malfunction of the intended processing unit, the software can be used on another processing unit for the duration of the malfunction. The right of use may relate to several processing units insofar as this is expressly stated in the agreement.
- 23.3 The right of use is not transferable. The Client is not permitted to sell, rent, sublicense, alienate or grant limited rights to the software and carriers on which it is recorded, or to make it available to a third party in any way or for any purpose whatsoever. whether or not to provide remote access to the software or to place the software with a third party for hosting, not even if the third party in question uses the software exclusively for the benefit of the Client. The Client will not change the software other than in the context of correcting errors. The Client will not use the software in the context of processing data for third parties ('time-sharing'). The source code of the software and the technical documentation produced during the development of the software are not made available to the Client, not even if the Client is prepared to pay a financial compensation for this provision. The Client acknowledges that the source code is of a confidential nature and that it contains trade secrets of TOOMBA.
- 23.4 Immediately after the end of the right to use the software, the Client will return all copies of the software in its possession to TOOMBA. If the parties have agreed that the Client will destroy the relevant copies at the end of the right of use, the Client will immediately notify TOOMBA of such destruction in writing..

24. Delivery, installation and acceptance

- 24.1 TOOMBA will deliver the software to the Client on the agreed type and format of data carriers and, if an installation to be carried out by TOOMBA has been agreed in writing, install the software at the Client. In the absence of explicit agreements in this regard, the Client will itself install, set up, parameterize and tune the software and, if necessary, adjust the equipment and user environment used. Unless expressly agreed otherwise, TOOMBA is not obliged to perform data conversion.
- 24.2 If an acceptance test has been agreed in writing between the parties, the provisions of Articles 21.2 to 21.7 shall apply mutatis mutandis. If the parties have not agreed an acceptance test, the Client will accept the software in the state it is in at the time of delivery, therefore with all visible and invisible errors and other defects, without prejudice to TOOMBA's obligations under the guarantee of Article 25. In all cases the provisions of Article 21.8 apply without prejudice.
- 24.3 In the absence of an expressly agreed invoicing schedule, all amounts relating to the provision of software and the right to use the software are due upon delivery of the software or, if applicable, an installation to be carried out by TOOMBA has also been agreed in writing. agreed, upon completion of the installation.

25. Guarantee

- 25.1 TOOMBA will make every effort to repair errors in the software within the meaning of Article 7.6 within a reasonable period of time if this occurs within a period of three months after delivery, or, if an acceptance test has been agreed between the parties, within three months after acceptance. described in detail and have been reported to TOOMBA in writing. TOOMBA does not guarantee that the software will operate without interruption, errors or other defects or that all errors and other defects will be corrected. The repair will be carried out free of charge, unless the software has been developed on behalf of the Client other than for a fixed price, in which case TOOMBA will charge the costs of repair according to its usual rates. TOOMBA can charge the costs of repair according to its usual rates if there are user errors or improper use by the Client or other causes not attributable to TOOMBA or if the errors could have been determined when the agreed acceptance test was performed. Recovery of corrupted or lost data is not covered by the warranty. The guarantee obligation lapses if the Client makes or has changes made to the software without written permission from TOOMBA, which permission will not be withheld on unreasonable grounds.
- 25.2 Errors will be rectified at a location to be determined by TOOMBA. TOOMBA is entitled to install temporary solutions or program bypasses or problem-avoiding restrictions in the software.
- 25.3 TOOMBA has no obligation to rectify errors reported after the end of the warranty period referred to in Article 25.1, unless a maintenance agreement has been concluded between the parties which includes such an obligation to rectify.

26. Maintenance

- 26.1 If a maintenance agreement has been concluded for the software or if maintenance is included in the user fee for the software, the Client will report any errors found in the software to TOOMBA in detail in accordance with TOOMBA's usual procedures. After receiving the report, TOOMBA will make every effort to repair errors within the meaning of Article 7.6 and/or to make improvements to later new versions of the software. Depending on the urgency, the results will be made available to the Client in a manner and period to be determined by TOOMBA. TOOMBA is entitled to install temporary solutions or program bypasses or problem-avoiding restrictions in the software. In the absence of explicit agreements in this regard, the Client itself will install, set up, parameterise, tune

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the corrected software or the new version made available and, if necessary, adjust the equipment and user environment used. Unless expressly agreed otherwise, TOOMBA is not obliged to perform data conversion.

- 26.2 TOOMBA does not guarantee that the software will operate without interruption, errors or other defects or that all errors or other defects will be corrected.
- 26.3 TOOMBA can charge the costs of repair according to its usual rates if there are user errors or improper use or other causes not attributable to TOOMBA or if the software has been changed by others than TOOMBA. Recovery of corrupted or lost data is not covered by maintenance.
- 26.4 If a maintenance agreement has been concluded, TOOMBA will make these available to the Client when improved versions of the software become available. Three months after making available an improved version, TOOMBA is no longer obliged to correct any errors in the old version and to provide support with regard to an old version. To make available a version with new options and functions, TOOMBA may require the Client to enter into a new agreement with TOOMBA and to pay a new fee for the provision.
- 26.5 If the Client has not entered into a maintenance agreement with TOOMBA simultaneously with entering into the agreement to make the software available, TOOMBA cannot be obliged to enter into a maintenance agreement at a later time.
- 26.6 In the absence of an expressly agreed invoicing schedule, all amounts relating to maintenance of software are due before the start of the maintenance period.