

General Terms and Conditions of the Infinite Group

Chapter 1. General provisions

1. Definitions

1.1. In these general terms and conditions, the following definitions will be used, unless explicitly agreed otherwise in writing:

Agreement: the entire agreement between IG and the Customer, as amended from time to time, including these terms and conditions.

Customer: contracting party of IG, either acting as a natural person, a self-employed person or a legal person.

Confidential Information: any information disclosed by the Parties that: (a) is conspicuously designated as "Confidential" or "Proprietary" or would reasonably be regarded as being of a confidential nature, or (b) if provided orally or visually, is identified as confidential at the time of disclosure, or would reasonably be regarded as being of a confidential nature.

IG: shall mean one of the following of the companies of the Infinite Group: Ynvolve B.V., Global Systems and Software B.V. and/or Exellyn B.V.

Order: the acceptance of an offer by means of quotation or otherwise, in order to provide, buy, rent, lease or hire-purchase the Products.

Products: the products and services provided by IG including: the buying, selling and delivering the goods (hardware); consulting (professional) services; worldwide on-site IT infrastructure installations; maintenance service, including amongst others: tape handling, IT infrastructure audit, and monitoring and spare parts management; support on software and hardware; development and sale of software (e.g. monitoring service software and spare parts management software); data migration and data center move; other information technology services.

2. General

2.1. The provisions and conditions of these general terms and conditions are applicable for every offer, quotation or Agreement between IG and the Customer, unless the parties have explicitly stated otherwise in writing.

2.2. These general terms and conditions are also applicable to all agreements with IG, in which third parties are involved for the implementation.

2.3. Any terms and conditions of Customer are explicitly rejected and deemed not applicable to these general terms and conditions.

2.4. If any provision of these general terms and conditions is void or annulled, the other provisions of these general terms and conditions shall remain in full force.

3. Offers and Agreements

3.1. All offers and other statements by IG are valid for a period of seven (7) days and free of obligation.

3.2. Acceptance of offers needs to be confirmed in writing by the Customer.

3.3. An agreement is concluded after confirmation in writing by IG, or if IG has started to carry out the assignment.

3.4. Offers do not automatically apply for continuous assignments or additional Orders.

3.5. Customer guarantees (in Dutch: "*garandeert*") that the information it has provided or that has been provided on its behalf to IG and on which IG has based its offer is accurate and complete.

4. Alteration of the Agreement

4.1. The Agreement can be changed with mutual consent and confirmed in writing, **inter alia if decent implementation would require such.**

4.2. If an alteration of the Agreement has financial or other consequences such as delivery delay, IG will immediately inform the Customer about it.

4.3. IG can charge the Customer for the extra costs, unless the alteration or addition is the result of circumstances, which can be attributed to IG.

5. Implementation of the Agreement

5.1. IG may have third parties perform (parts of) the implementation of the Agreement.

- 5.2. The Customer delivers the data which IG states are necessary or which Customer reasonably should know are necessary to implement and execute the Agreement in due time and before commencement of the work.
- 5.3. If the information mentioned in clause 5.2 is not provided to IG in due time, IG retains the right to postpone the implementation of the work and/or charge the extra costs resulting from the delay to the Customer.
- 5.4. The Customer ensures that IG, employees of IG, or third parties hired by IG, have the required (reasonable) resources available free of charge, if the implementation takes place a location pointed out by the Customer.
- 5.5. If the implementation commences earlier than agreed in the Agreement, the additional costs which derive from it will be charged to the Customer. IG will present a specification of these costs to the Customer.

6. Prices and taxes

- 6.1. All prices defined in IG's offer are based upon the price defining factors at the time of the offer. The price defining factors could relate to installation, transportation, handling, packaging, delivery, storage, maintenance, taxes, levies and other costs.
- 6.2. IG is allowed to calculate price increases to the Customer if IG can provide credible reasoning that the price defining factors (including price changes by third parties) have increased between the time of the offer and the Order.
- 6.3. All prices presented by IG are excluding VAT and other taxes, levies, duties, and costs. Amongst others, these costs could be related to installation, transportation, handling, packaging, delivery, storage, maintenance, administration or other business tasks executed to properly carry out the Agreement.
- 6.4. All costs for installation, transportation, maintenance and other costs related to the Products shall be borne by Customer.
- 6.5. IG shall be permitted to charge fees for the delivery and installation of the Products and for possible travel and accommodation costs.

7. Payment and costs

- 7.1. Payment shall be received no later than 30 days, but in no event longer than the term and 15 days thereafter.
- 7.2. All amounts payable to IG hereunder shall be paid in Euro's (€) to a bank account designated by IG. All costs concerning payment are for the account of the Customer.
- 7.3. Customer shall not have the right to set off, withhold, compensate or make any deduction from any payment due hereunder for any reason.
- 7.4. IG retains the right to deduct the payments made by Customer firstly from the costs, subsequently from the indebted interest, and finally deduct the payments from the main sum and the current interest.
- 7.5. IG can reject a payment offer of the entire main sum, if the Customer did not pay the indebted and current interest as well as the costs. The Customer remains obliged to pay the full price including all costs and interests.
- 7.6. IG **has** the right to invoice the total amount in separate parts, or to invoice in another way, depending on the agreed upon payment term.
- 7.7. The Customer is legally in default (in Dutch: "*in verzuim*"), without the necessity of any written notice, if payment did not take place within the agreed term. The Customer has fully paid the invoice if IG's bank account has been credited with the specified amount.
- 7.8. In case of liquidation, bankruptcy, seizure or moratorium of the Customer, the claims of IG on the Customer are directly and completely receivable.

8. Delivery

- 8.1. Delivery times and terms in offers and/or agreements of IG are indicative and are never a definitive time or term. IG is not in default, in case of exceeding a delivery time or not respecting a business term, unless the Customer has written a notice of default.
- 8.2. In case of late or exceeded delivery times and/or terms by IG, the Customer is not entitled to termination or compensation.
- 8.3. Contractual delivery times and terms only apply if the necessary data have been provided to IG and if payments, when required to be paid at the

beginning of the implementation, have been received.

9. Suspension and rescindment

- 9.1. IG has the right to rescind ("*ontbinden*") or to suspend ("*opschorten*"), without notice and without judicial intervention, by written extrajudicial statement, in any of the following cases:
- 9.1.1. if Customer does not timely pay to IG any amounts due, regardless if IG has sent a legal default notice;
- 9.1.2. if Customer does not timely, not properly or not entirely fulfill any obligation under the Agreement;
- 9.1.3. if Customer dies, is placed under guardianship or otherwise loses the right to dispose of his assets;
- 9.1.4. if Customer files for (temporary) suspension of payments, files for bankruptcy, is declared bankrupt or if the WSNP is applicable;
- 9.1.5. if Customer decides to liquidate the entity or Customer, ceases the Customer entirely or partially or move the entity or Customer to a country other than where the Customer is established according to the Agreement;
- 9.1.6. if the insurance of the Products is terminated by insurers or if the insurance policy is disbarred or an existing insurance is not extended and no other insurance companies, in the opinion of IG, may provide sufficient coverage;
- 9.1.7. in case of loss (theft and embezzlement included) or complete destruction of the Products.
- 9.2. In these cases, Customer directly owes IG, without further notice being required, all outstanding receivables. Clause 16.1 applies.
- 9.3. In case of rescission of this Agreement, Customer immediately loses the right to use the Products.
- 9.4. The provisions of this clause shall not affect the right of IG to claim performance, rescission, or damages in any way.
- 9.5. If the Agreement is rescinded due to a serious failure of the Customer to fulfill its obligations, like incorrect or unprofessional use, untimely payment, transfer to third parties etc., the Customer is obliged to pay at least the contractual price, including possible costs, increased with a

compensation of 10% of the completed services and/or delivered goods.

10. Liability, Warranty and Indemnification

- 10.1. Neither party limits its liability for: i) death or personal injury caused by its negligence, or that of its employees, agents or subcontractors (as applicable); ii) intent (in Dutch: "*opzet*") or willful recklessness (in Dutch: "*bewuste roekeloosheid*") by it or its employees; or iii) fraud or fraudulent misrepresentation by it or its employees.
- 10.2. IG's total aggregate liability for claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Agreement shall in no event exceed the value of the Order related to the obligation in question or the amount paid by the insurer of IG in relation to the relevant event, whichever is higher.
- 10.3. For any right to damages to exist, the Customer must always report the damage or injury in writing to IG within fourteen (14) days of delivery.
- 10.4. IG is not liable for any indirect or consequential loss or damage; or any loss of profits, turnover, business opportunities or damage to goodwill, loss of use, loss or corruption of data, lost time, lost savings, lost data, lost confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty, including of good faith or of reasonable care, negligence, lost fees, or expenses of any kind and for any other pecuniary or other loss whatsoever arising out of, or in any way related the Order, or any indirect, incidental, special, exemplary, punitive or consequential damages, whether under tort, contract or other theories of recovery, even if IG had been advised of the possibility of such damages.
- 10.5. IG is not liable for any damage regarding shipping, handling and delivery, if any third party or parties have been hired for said shipping, handling and delivery.
- 10.6. IG is not liable for any damages considering delay in delivery or impossibility to deliver due to any hindrance in customs procedures, customs clearance, any other administrative governmental procedures or by acts, events, omissions or accidents beyond its reasonable control, , provided that Customer is notified of such an event and its expected duration as soon as possible.

- 10.7. IG is not liable for damages of any kind due to the fact that IG used incorrect or incomplete data provided by the Customer, unless IG could have known the incorrectness or incompleteness of the data.
- 10.8. IG is not liable for damage, which originated from software failure, (technical) trouble, interference or jams, or dysfunctional (electronic and/or data) connections or the quality of these connections, regardless of the fact if they were implemented by IG or third parties.
- 10.9. IG is not liable for damage, due to (criminal) intent, recklessness, (major) negligence of third parties hired by IG.
- 10.10. IG is not liable for any damage caused by any third parties that perform (certain parts of) the implementation of the Agreement.
- 10.11. The indemnities set out in clauses 10.13, 10.15, 18.4 and 24.5 shall be unlimited.
- 10.12. IG provides no warranty as such. The standard warranty on hardware and software as provided by the manufacturer shall be applicable on any Order. IG shall not provide any warranty on the Products since IG acts as an intermediary Customer between manufacturer and purchaser.
- 10.13. The Customer will indemnify and hold harmless IG, its affiliates, directors, officers and employees, from and against all claims, demands, causes of action, judgments, settlements, fines, damages, liabilities, costs and expenses (including reasonable fees of counsel and other professionals), arising from or out of Customer's operation, conduct, and responsibility for its use of the Products.
- 10.14. The use of the provided software or other digital material is done at the full risk and expense of the Customer.
- 10.15. The Customer shall indemnify IG against all third party claims because of product liability ensuing from a defect in a product or system, which has been delivered by the Customer to a third party and which partly consisted of equipment, software or other materials delivered by IG, except if and insofar as the Customer proves that the damage or injury was caused by that equipment, software or other materials.
- 10.16. The provisions in this clause also apply for the benefit of all legal and natural persons utilized by IG in executing the Agreement.

11. Transfer of risk

- 11.1. The risk of damage or the risk of loss of objects or data, including programs and/or source code, transfers from IG to the Customer at the moment said objects and/or data are in control of the Customer or of a third party appointed by the Customer.

12. Force majeure

- 12.1. No failure to fulfill the obligations in the contract can be attributed to IG if it is impossible for IG to perform due to circumstances which are beyond its control, and which cannot be attributed to IG according to the law, legal act or public legal perception.
- 12.2. According to these terms, force majeure comprises all anticipated and non-anticipated external causes (including acts of third parties) over which IG has no control and which result in the fact that IG cannot fulfill its obligations.
- 12.3. IG retains the right to claim force majeure if the circumstance, which prevents the fulfillment of the obligation, occurred after IG should have fulfilled its obligation.
- 12.4. Both parties suspend their contractual obligations during the period of force majeure, until performance is reasonably possible again. Both parties are immediately permitted, out of court, without the necessity of a notice of default and without the possibility to claim damages, to terminate the contract if the situation of force majeure exceeds a period of one month.

13. Samples, models and prototypes

- 13.1. If IG has showed and/or provided the Customer with a program, program code, source code, a (sample) website, a sample, a model, a prototype or any other concept as an example, then it is just presumed to be showed and/or provided as an indication.

14. Inspection and defects

- 14.1. Upon delivery Customer shall perform a visual inspection of the object delivered object(s) with due care. The Customer shall not sign-off for delivery when the objects are incomplete or evidently damaged.
- 14.2. The Customer shall inspect the delivered objects at the moment of delivery, or at least within two (2)

days of delivery. The Customer will inspect whether the quality and quantity of the delivered objects are in conformance with the Agreement and will at least inspect whether it meets the requirements of the particular business environment.

14.3. Claims because of defects regarding provided Products, or claims concerning sent invoices from IG to the Customer, can only be made in writing, within two (2) days after the defects were identified by the Customer.

14.4. If the Customer makes a claim within due time, the Customer shall still be obliged to receive and pay the Products. Claims by the Customer never give the right to fail to fulfill his payment obligation.

15. Retention of title

15.1. All objects, including goods, designs, samples, models, drawings, films, software, sketches, (electronic) files etc., delivered to the Customer by IG, shall remain IG's property until the Customer has fulfilled all obligations stated in the Agreement.

15.2. The Customer is not entitled to pledge (in Dutch: "*verpanden*") the objects, which are subject to IG's retention of title (in Dutch: "*eigendomsvoorbehoud*"), or to encumber the objects in any other way.

15.3. If third parties seize objects or have the intention to seize objects, which are subject to IG's retention of title, or want to claim any other rights on the objects, the Customer shall notify IG immediately.

15.4. A Customer acting as a reseller may sell and re-deliver all items subject to IG's retention of title insofar as that is common in connection with its normal business operations. If the Customer creates a new object wholly or partly from the objects delivered by IG, the Customer shall create that object solely for IG and the Customer shall hold the newly created object for IG until the Customer has paid all amounts owed according to the contract. In that event, IG shall possess all rights as the owner of the newly created object until the Customer has made full payment.

15.5. Notwithstanding any delivery obligation, IG may maintain possession of the objects, Products, proprietary rights, intellectual property rights, information, documents, databases and interim, or of other results of IG's services, which have been received or generated in connection with the contract until the Customer has paid all amounts owed to IG.

16. Collection Costs

16.1. In case a situation arises as stated in clause 7, all costs to collect the indebted amount, in or out of court, are without further notification for account of the Customer as well as the interest at a rate equal to the statutory commercial interest in accordance with section 6:119a DCC. The interest will be calculated over the invoice amount or contractually agreed price, from the moment the Customer is in default until the moment of full payment made.

16.2. If the Customer is unable to fulfill the obligations according to the Agreement and is therefore legally in default (in Dutch: "*in verzuim*"), all reasonable legal, court, execution and collection costs, are without further notification for account of the Customer. In case of a claim regarding a debt receivable, Customer owes a minimum of 15% over the debt receivable in collection to IG.

17. Guarantees

17.1. If the Customer provides IG with information carriers, electronic files or software etc., it guarantees (in Dutch: "*garandeert*") that it is free of viruses, defects or other potentially harmful elements.

18. Intellectual property rights

18.1. All intellectual and/or industrial property rights to products, software, websites, databases, equipment or other materials developed or provided by IG, such as analysis, scripts, source code, designs, documentation, reports, offers, as well as preparatory materials in that regard, shall be held solely by IG, its licensors or its suppliers. The Customer shall only acquire the rights of use explicitly granted in these terms and conditions and by law. Any other or more extensive right of the Customer to reproduce software, websites, databases or other materials shall be excluded to the extent possible under Dutch law. Any right of use to which the Customer is entitled shall be revocable, non-exclusive and non-transferable to third parties.

18.2. Transfer of any intellectual and/or industrial property rights, can only explicitly be agreed upon in writing. In case of such a transfer IG shall have an irrevocable, perpetual, non-exclusive, transferable right to apply and to use, without any limitation, either for itself or for third parties, the parts, general principles, ideas, designs, documentation, works, programming languages, source code etc.,

for other purposes. IG shall at all times have the right to undertake developments for itself or third parties, which are similar to those done for the Customer.

18.3. The Customer shall not be allowed to remove or modify any designation concerning the confidential nature or concerning copyrights, trademarks, business names or other intellectual or industrial property rights from the software, websites, databases, equipment or other materials of IG.

18.4. The Customer guarantees (in Dutch: "*garandeert*") that there are no third party rights on equipment, software and materials intended for websites, databases, or other materials provided to IG, including draft material. The Customer shall indemnify IG against any action based on the claim that said materials infringe any third- party rights.

18.5. All (digital) documents, provided by IG, such as samples, models, examples (sample) websites, designs, sketches, drawings, films, software, (electronic) files, etc., are intended to be used solely by the Customer, and may not be reproduced, published or disclosed to third parties without prior approval from IG.

18.6. In case IG delivers any Products from third parties, it is conceivable that IG is not the owner of the intellectual property rights relating to the Products. In such case, the producer and/or creator of the Products is/are the legitimate owner(s), and/or holder(s), or licensor(s) of the intellectual property and/or are licensor(s).

19. Data Protection

19.1. The Customer shall, without further request by IG, provide IG with all relevant information needed by IG to execute the Agreement in compliance with applicable data privacy and data protection laws.

19.2. In the event the IG collects, processes or uses personal data on behalf of the Customer within the due course of providing the Customer with the agreed products and/or services, Customer and IG shall conclude a Data Processing Agreement.

20. Software

20.1. IG shall grant the Customer a non-exclusive right to use software developed or delivered by IG solely on the basis of a separate software license.

21. Confidentiality

21.1. Confidential Information will not be used by Customer, except in connection with the Order, and will be maintained in confidence by Customer, and will not otherwise be disclosed by Customer to any other person, firm, or agency, governmental or private, without the prior written consent of IG, except to the extent that the Confidential Information:

21.1.1. was known or used by Customer prior to its date of disclosure;

21.1.2. was lawfully disclosed by sources other than IG;

21.1.3. becomes published or generally known to the public;

21.1.4. is independently developed by or for Customer without reference or reliance upon the Confidential Information;

21.1.5. is required to be disclosed to comply with applicable laws, to defend or prosecute litigation or to comply with governmental regulations, provided that Customer provides prior written notice of such disclosure to IG and takes reasonable and lawful actions to avoid and/or minimize the degree of such disclosure.

21.2. Within 10 working days after a request from IG, Customer will return all Confidential Information to IG.

21.3. It is prohibited for Customer to copy, exploit, or register any intellectual property rights, or in any other way commercially take advantage of Confidential Information or any intellectual property rights without IG's prior written approval.

21.4. Customer is bound to confidentiality of the Confidential Information for an indefinite period of time.

22. Applicable law and disputes

22.1. All agreements between IG and Customer shall be exclusively governed by and construed in accordance with Dutch law, excluding conflict-of-laws principles and rules.

22.2. All disputes between parties shall be exclusively settled by the district court **of Gelderland**, in Arnhem, the Netherlands.

Chapter 2. Services

The provisions of this 'Services' chapter shall apply in addition to the general provisions of these general terms and conditions if the IG provides Services of which ever nature to the Customer.

23. Duration and termination

- 23.1. Both Parties retain the right to terminate (in Dutch: "opzeggen") the Agreement in writing with a notice period of one (1) month.
- 23.2. If the Customer terminates the Agreement at the latest thirty (30) working days before the start of the implementation, IG is entitled to receive payment of 50% of the agreed price or the agreed fee from the Customer. The Customer is required to pay for the work that has already been accomplished.
- 23.3. If the Customer terminates the Agreement within thirty (30) working days before the start of the implementation, IG is entitled to receive payment of 100% of the agreed price or the agreed fee from the Customer.
- 23.4. Each of the parties may partly or completely terminate the Agreement in writing with immediate effect and without a notice of default, if the other party is granted a provisional or non-provisional suspension of payments or moratorium, or if a petition for liquidation is filed with regard to the other party, or if the other party's business is wound up or terminated for other reasons besides a business reconstruction or merger. IG shall never be obliged because of this termination to refund payments or funds already received or to pay damages. In the event of the Customer's liquidation, the right to use software provided to the Customer shall automatically be terminated according to the law.
- 23.5. Agreements regarding support and/or maintenance have a minimum duration of one (1) year and will be tacitly prolonged with one (1) year, unless the Agreement is terminated considering a term of notice of three (3) months.

24. General service provisions

- 24.1. All data to be processed by IG shall be prepared and delivered by the Customer in accordance with the conditions to be stated by IG. Transport and transmission of data, in whatever manner, shall occur at the Customer's expense and risk, even if this has been carried out or arranged by IG.
- 24.2. The Customer guarantees (in Dutch: "garandeert") that all materials, data, software, procedures and

instructions provided to IG shall be correct and complete.

- 24.3. All equipment, software and other objects used by IG for computer services shall remain IG' (intellectual) property.
- 24.4. The Customer guarantees (in Dutch: "garandeert") that all statutory provisions concerning processing personal data have been strictly observed.
- 24.5. The Customer shall indemnify IG against all third party claims, which may be filed against IG because of a violation of statutory laws or of other laws concerning processing personal data, and which are not imputable to IG.
- 24.6. The Customer is responsible for checking the accuracy and completeness of the results of the services. IG does not warrant that the services shall be provided without errors or without interruptions.

25. Maintenance and Support

- 25.1. Any agreements regarding maintenance and support shall only include a service level agreement if expressly agreed in writing.
- 25.2. Customer shall inform IG about any circumstances that affect or that could affect the service level and its availability.
- 25.3. If a service level agreement is agreed upon, the availability of software, systems and related services shall always be measured such that unavailability due to preventive, corrective or adaptive maintenance or other forms of service announced by IG in advance and circumstance beyond IG's control are not taken into account. The availability measured by IG shall count as conclusive evidence, subject to evidence to the contrary produced by Customer.