

**General terms and conditions of O'Weel Software B.V.**  
**Deposited with the Registry of the Middelburg District Court under number 38/2020**

**Article 1 – Definitions**

- 1.1 In these terms and conditions, the following definitions apply:
- a) Terms and Conditions: the present terms and conditions.
  - b) Contractor: the user of the Terms and Conditions, O'Weel Software B.V., with registered address in Driewegen and registered in the Trade register under number: 80768547.
  - c) Client: the contracting party (parties) of Contractor;
  - d) Agreement: the agreement concluded between Contractor and Client;
  - e) Party/Parties: the Contractor or Client separately ("Party") or jointly ("Parties").
  - f) Software: the computer programmes developed by Contractor including any related documentation if applicable.
  - g) Support: Contractor will ensure in accordance with the Agreement concluded to that end that new versions or updates of the Software will be made available to Client and that support will be provided for the use of the Software developed by Contractor as described in the assignment or Agreement, during the term of the relevant Agreement.

**Article 2 - Applicability**

- 2.1 These Terms and Conditions are applicable to all Agreements as part of which Contractor supplies products and/or services of any kind and under whichever name to Client, as well as to all offers and quotations.
- 2.2 Departures from and additions to these Terms and Conditions are only valid if agreed between the Parties in writing.
- 2.3 The applicability of possible purchase or other (general) terms of Client is expressly excluded.
- 2.4 These Terms and Conditions including the limitations of liability that form part thereof do not only apply on behalf of Contractor but can also be invoked by and on behalf of all persons involved in the implementation of the Agreement and/or on anyone who may bear any liability in connection with the same on any basis whatsoever.
- 2.5 By accepting these Terms and Conditions, Client also accepts the applicability of these Terms and Conditions to all future Agreements between Contractor and Client which may also include long-term relationships between Contractor and Client.
- 2.6 If any provision of these Terms and Conditions is null and void or nullified, the other provisions of these Terms and Conditions remain applicable in full. In that case, Parties will consult in order to agree new provisions to replace the void or nullified provisions, whereby the purpose and scope of the original provisions will be taken into account as much as possible.

**Article 3 - Offers and quotations**

- 3.1 All offers, quotations and other expressions by Contractor are without obligation and may be subject to version changes.
- 3.2 Client guarantees the correctness and completeness of the details provided by him or on his behalf to Contractor on which Contractor bases the offer and/or quotation. Details expressed on websites or in other methods of advertising are not binding for Contractor unless explicitly stated differently by Contractor.
- 3.3 If the acceptance deviates (on minor points) from what is included in the quotation the Contractor is not bound by it. The Agreement will then not be concluded according to this deviating acceptance, unless stated otherwise by Contractor.
- 3.4 A composite offer or quotations does not oblige Contractor to perform part of the assignment against a corresponding part of the stated price.
- 3.5 Offers and quotations are exclusive and do not automatically apply to future Agreements, works and assignments.

**Article 4 - Price and payment**

- 4.1 Payment must be made within fourteen days of invoice date by transfer of the amount owed to the account number stated on the invoice, unless otherwise agreed in writing.
- 4.2 All prices are excluding sales tax (VAT) and other charges which are or may be imposed by the government.

- 4.3 All the prices quoted by the Contractor are always in Euros and excluding any costs that may have to be made in relation to the Agreement, such as travel costs, unless stated otherwise.
- 4.4 In the event that Client does not pay the amount owed in good time, Client is in default without any reminder or further notice of default being required. From the moment of default, Client will owe interest of 1% per month or part of a month, or the legal commercial interest if this is higher.
- 4.5 Contractor reserves the right to periodically alter its prices. Every new price recording cancels the previous one.
- 4.6 Payments made by Client will in the first place always be used to settle any interest and costs due, secondly to those invoices that have been outstanding the longest, even if Client states that the payment relates to a later invoice.
- 4.7 If Contractor takes recovery measures against Client who has not fulfilled his obligations towards Contractor in a timely way, all extra judicial and judicial costs relating to this recovery, with a minimum of 15% of the outstanding balance, will be for the account of Client.

**Article 5 - Implementation of the Agreement**

- 5.1 Contractor will implement the Agreement to the best of its knowledge and ability.
- 5.2 If and insofar the correct implementation of the Agreement requires it, the Contractor has the right to have certain activities carried out by third parties. Contractor is authorised by Client to accept any liability limitations of third parties on behalf of the Client.
- 5.3 The Client shall ensure that all details, of which Contractor has indicated that they are necessary or of which Client can reasonably be expected to understand that they are necessary for the implementation of the Agreement, will be provided to Contractor in good time. If the details necessary for the implementation of the Agreement have not been provided to Contractor in time, Contractor is entitled to postpone the implementation of the Agreement and/or to charge any extra costs arising from the postponement to the Client at the usual rates.
- 5.4 If it has been agreed that the Agreement will be implemented in stages, Contractor may postpone the implementation of those sections that belong to a subsequent stage until the Client has approved the results of the preceding stage.
- 5.5 If work is carried out by or on behalf of Contractor at the Client's location or at a location designated by Client, Client shall ensure that facilities reasonably required by Contractor will be provided free of charge.
- 5.6 Client indemnifies Contractor against all damage, including claims by third parties that arise or have arisen as a result of incorrect data provided by Client to Contractor.

**Article 6 - Transfer of risk**

- 6.1 The risk of loss, theft, misappropriation or damage to items, data (including user names, codes and passwords), documents, Software or data files that have been prepared, supplied or used as part of the Agreement, passes to Client at the moment when these are put at the actual disposal of Client or a third party appointed by Client.

**Article 7 - Support**

- 7.1 Client is responsible for the testing (verifying and validating) of the supplied Software.
- 7.2 Contractor only provides Support for the whole of all the components of the Software for which Client has been granted a licence by Contractor as part of the relevant assignment or Agreement up to a maximum of twenty-four (24) hours per licence period of a year unless stated otherwise in the Agreement.
- 7.3 Support as defined in this article includes support from Contractor's location whereby Contractor shall take care of the answering of questions of Client remotely in relation to the

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- functional effectiveness of the Software. Support as defined in this article does explicitly not include support which has the aim of altering the design of the Software.
- 7.4 If Contractor, at the request of Client, carries out urgent Support at the Client's location, Contractor is entitled to charge any costs relating to this to Client at the normal rates.

**Article 8 - Amending the Agreement**

- 8.1 If, during the implementation of the Agreement, it appears that it is necessary to amend or add to the activities to be carried out in order to achieve the correct implementation, Parties will amend the Agreement by means of timely mutual consultation.
- 8.2 If Parties agree that the Agreement is to be amended or added to, the completion time of the implementation may be affected by this. Contractor will notify Client of this as quickly as possible.
- 8.3 If the amendment of or addition to the Agreement has financial or qualitative consequences for the Agreement, Contractor will notify Client of this in advance.
- 8.4 If a fixed fee has been agreed, Contractor will indicate to what extent the amendment of or addition to the Agreement will require this fee to be exceeded.
- 8.5 Notwithstanding paragraph 3, Contractor will not be able to charge additional costs in the event that the amendment or addition is the result of intent or gross negligence on the part of the Contactor.

**Article 9 - Duration of Contract; implementation period**

- 9.1 The Agreement, even if this concerns the periodic provision of new versions of the Software, is entered into for a period of one year, unless the nature of the Agreement indicates otherwise or the Parties agree otherwise expressly and in writing.
- 9.2 the period will be tacitly renewed for a year each time, unless Client or Contractor terminates the Agreement in writing beforehand.
- 9.3 The Agreement will also terminate if the Contractor chooses not to issue a further licence and does not submit an invoice for one, or if Client does not pay the invoice.
- 9.4 Upon entering into the Agreement, Contractor is entitled to apply a probation period of 2 months, within which period Contractor may terminate the assignment with immediate effect.
- 9.5 Contractor may make alterations to the scope or the content of the Software. These alterations may have consequences for the necessary specifications of the equipment used. The costs relating to this are for account of the Client.

**Article 10 - Retention of title and suspension**

- 10.1 All goods delivered to Client shall remain the property of Contractor until all sums owed by Client for the goods or activities that have been or will be provided as part of the Agreement have been paid in full to the Contractor. Rights are always granted to the Client or, where applicable, transferred on the condition precedent that Client pays the agreed fees on time and in full.
- 10.2 Rights, which also includes users rights, are granted or transferred to Client where applicable on the condition that Client has paid in full all amounts due in relation to the Agreement concluded between Parties. If Parties have agreed a periodic payment obligation for the granting of a right of use, the right of use is granted to Client providing he meets his periodic payment obligation.
- 10.3 Until Client has paid Contractor all amounts owed, Contractor may retain all items, products, property rights, data, documents, Software, data files and (interim) results of the services received or generated as part of the Agreements, notwithstanding an existing obligation to delivery or transfer.

**Article 11 - Privacy and security**

- 11.1 Client is fully responsible for the personal data that will be processed using a service and/or product of Contractor. Client guarantees the legality of the content, the use and/or the processing of the personal data using a service and/or product of Contractor.

- 11.2 Client indemnifies Contractor against any claims by third parties, on any grounds whatsoever, in relation to the personal data that are being processed while using a service and/or products of Contractor.
- 11.3 If Contractor is obliged under the Agreement to provide a type of information security, this security shall comply with the specifics regarding security as agreed between Parties in writing. Contractor never guarantees that the information security is effective in all circumstances. If an explicitly defined level of security is not included in the Agreement, the security will comply with a level that is reasonable considering the state of the art, the sensitivity of the data and the costs related to the implementation of the security.
- 11.4 Each party shall immediately notify the other Party (Parties) in the event that it has become aware of a security incident that (also) relates to or can relate to the (personal) data that this Party is processing on behalf of the other party (Parties) and will at least provide the following information as part of this: (1) nature of the security incident, (2) the (possibly) affected data, (3) the identified and probably consequences of the security incident, and (4) the measures which have been taken and/or will be taken to limit the negative consequences of the security incident.
- 11.5 Each Party will at the request of other party (Parties) provide additional information regarding the security incident and offer support in relation to notifying the data subjects and/or the competent authorities.

**Article 12 - Intellectual property**

- 12.1 The copyright as well as all other intellectual or industrial property rights on all Software, equipment or other materials (such as: analysis, design, documentation, reports, quotations) as well as (other) preparatory material thereof, are held exclusively by Contractor or its licensors. Client receives only the usage rights that are explicitly granted in these Terms and Conditions, all this unless has been agreed otherwise between Contractor and Client in a written and signed document.
- 12.2 Client is not permitted to remove or alter any indication pertaining to copyright, trademarks, trade names or any intellectual or industrial property right from the Software, equipment or materials, including indications relating to the confidential nature and secrecy of the Software.
- 12.3 Client is permitted to take technical measures in order to protect the Software. If Contractor has secured the Software by means of technical measures, Client is not permitted to remove or circumvent this security. If the security measures result in Client not being able to make a back-up copy of the Software, Contractor will at the request of Client make a back-up copy of the Software available to the Client.

**Article 13 - Right of Use**

- 13.1 With the rights of use the Client obtains the authorisation to use the Software per purchased unit on three computers, on one location and for one company. In this Agreement a "unit" is understood to mean: the right of use on three computers. For a multi-user version applies that at any time no more users may work with the system at the same time than the number that has been agreed in writing between the Contractor and the Client.
- 13.2 The Client is not permitted:
- a) To copy the Software by whatever means, regardless of form or medium;
  - b) To remove or change features such as trade names, logos and product names, copyright notices and/or user name and number or to arrange for this to be done.
  - c) To alter, modify, convert, decompile, imitate or otherwise edit the Software wholly or in part, to apply reverse engineering or to have any of this done by third parties.
  - d) To rent out, misappropriate, transfer in security, or, under whichever title, to make available to third parties all or

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part of the Software, or to provide insight or access to it, which includes administration of details of other (legal) persons than Client.

- e) To transfer the Software wholly or in part to another computer by electronic means or by using methods of telecommunication, or to use it on a computer that forms part of, or is connected to, a network, unless otherwise agreed.
- 13.3 The Client shall take all measures that are reasonably required to prevent that the Software will wholly or partly come into the hands of third parties.

**Article 14 - Cooperation by Client**

- 14.1 Because of the requirement that Client cooperates with the implementation of the Agreement, Client shall at all times provide Contractor with all useful and necessary details or information.
- 14.2 Client is responsible for the use and correct application of the Software and the services to be provided by Contractor in his organisation, as well as for the applicable administration and calculation methods. If it has been agreed that Client will make equipment, materials or data available on information carriers, these will comply with the specifications necessary for the execution of the activities. Client guarantees that no rights of third parties oppose the making available or use if such equipment, software, material or data and shall indemnify Contractor against any action which is based upon the allegation that such availability or use infringes any third-party rights.
- 14.3 If details necessary for the implementation of the Agreement are not, or not in a timely manner or in accordance with the agreements, at the disposal of the Contractor or if Client fails to meet his obligations in any other way, Contractor shall be entitled to suspend the implementation of the Agreement and Contractor will have the right to charge Client for the extra costs in accordance with the usual fees.

**Article 15 - Terminating the Agreement**

- 15.1 Contractor's claims against the Client are immediately due and payable in the following cases:
- a) If, after the Agreement has been concluded, Contractor learns of circumstances that give Contractor reasonable grounds to expect that Client will not fulfil his obligations;
  - b) If Contractor has asked Client at the conclusion of the Agreement to provide surety for fulfilment and this surety is lacking or insufficient.
- In these cases Contractor is entitled to suspend further implementation of the Agreement, or to arrange to have the Agreement dissolved, without prejudice to Contractor's right to claim compensation.
- 15.2 If circumstances arise in relation to persons and/or materials which Contractor uses or should use during the implementation of the Agreement, which are such that the implementation of the Agreement becomes impossible or so objectionable or disproportionately expensive, that compliance with the Agreement can no longer be expected in all reasonableness, Contractor is entitled to dissolve the Agreement.

**Article 16 - Liability**

- 16.1 Contractor only accepts liability insofar as this appears from this article.
- 16.2 Condition for the existence of any right to compensation is always that Client notifies the damage as soon as possible after it occurs to Contractor in writing. Any claim to compensation against Contractor lapses through the single passage of twelve months after the claim has arisen.
- 16.3 In the case of an attributable shortcoming in the fulfilment of the Agreement the Contractor is only liable for replacement compensation, that is to say reimbursement of the value of the performance that has not been executed. Any liability of the Contractor for any other form of damage is excluded, including additional compensation in any form whatsoever, compensation for indirect damage or consequential damage or damage through a loss of profits. Furthermore, Contractor is at no time liable for

damages due to delay, loss of data, exceeding delivery periods as a result of changed circumstances, damage due to the provision of defective cooperation, information or materials by Client and damage as a result of information or advice by Client of which the content does not explicitly form part of a written Agreement. Contractor is in no way liable if Client makes changes or has them made by third parties to the products and/or services supplied by Contractor. This also includes the use for purposes to which the products and services have not been supplied.

- 16.4 The compensation due to be paid by Contractor due to attributable shortcoming in the fulfilment of an Agreement will in no event amount to more than the total of the amounts invoiced in relation to that Agreement (excluding VAT) and the amounts not yet invoiced (excluding VAT) for products and services already delivered, which Contractor could have already invoiced on the basis of that Agreement. If there is an Agreement with a duration of more than one year (continuing performance), the compensation in relation to attributable shortcoming will at most be the amount owed for the Agreement per annum (excluding VAT). In no event will the total liability for damages of Contractor, for whatever reason, amount to more than € 50,000.00 (in words: fifty thousand euros).
- 16.5 In the event of wilful misconduct or gross negligence of Contractor, its employees or subordinates for whom Contractor is directly responsible, Contractor shall be liable only for compensation for damages due to death or physical injury. In these events the compensation will under no circumstances amount to more than the insured amount per event causing damage, whereby a series of events counts as one event.
- 16.6 Liability of Contractor for damages due to unlawful acts other than defined in paragraph 5 of this article, are explicitly excluded. If and insofar as no appeal can be made against this, the compensation per event-whereby a series of events counts as one event- will under no circumstances amount to more than the price (excluding VAT) stipulated in the Agreement between parties in the context of which the event has occurred or, failing that, the Agreement that is in force between the parties at the time the damage arose, but never more than the insured amount. If there is an Agreement that is extended automatically with a period of one year each time, the compensation in relation to attributable shortcoming will at most be the amount owed for the Agreement per annum (excluding VAT).
- 16.7 Client indemnifies Contractor for all damages Contractor might incur as a result of claims by third parties that relate to the products or services produced by Contractor, including but not limited to:
- claims by third parties, including employees of Client, who suffer damage as a result of unlawful handling by employees of Contractor who have been made available to Client and work under its supervision or on its instructions;
  - claims by third parties, including employees of Client, who suffer damage related to the implementation of the Agreement as a result of actions or omissions of Client or of unsafe situations in its company;
  - claims by third parties who suffer damage as a result of a defect in products or services supplied by Contractor that were used, altered or forwarded by Client with the addition of or in connection with products and services of Client or third parties, unless Client proves that the defect is not the result of use, alteration or forwarding as referred to above.
- 16.8 Unless compliance by the Contractor is permanently impossible, the liability of Contractor in relation to attributable shortcoming in the performance of an Agreement will only arise if Client provides Contractor promptly with a notice of default, whereby a reasonable period of time for the

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rectification of the shortcoming is allowed, and the Contractor continues to fail to meet his obligations even after this period. The notice of default must contain as complete and detailed a description of the shortcoming as possible, in order to provide Contractor with the opportunity to react adequately.

- 16.9 The provisions of this article, alongside all other limitations and exclusions of liability specified in these Terms & Conditions, are stipulated in part for the benefit of all (legal) persons that the Contractor uses in the execution of the Agreement.

**Article 17 - Activities**

- 17.1 Employees of Contractor are never permitted to carry out work on computers and networks, other than installing the Contractor's Software, unless Client expressly instructs Contractor to carry out this work.
- 17.2 Client must make a working system available at the time of the visit of an employee of Contractor.
- 17.3 Advice by employees of Contractor in relation to the installation and configuration of systems is completely without obligation. The responsibility for the implementation of this advice and therefore for any damage resulting from it is entirely at the risk of Client.
- 17.4 If no working system is available at the time of the visit of the employee, the visit will be terminated. In that situation, Client is obliged to pay the costs for a full visit.

**Article 18 – Force majeure**

- 18.1 Parties are not obliged to comply with any obligation, including any guarantee obligation agreed between Parties, if they are prevented from doing so as a result of a circumstance that is not due to fault, and by virtue of the law, a legal act or generally prevailing opinion is for their account.
- 18.2 In these Terms and Conditions, force majeure is understood to mean, among others: (i) force majeure of suppliers of Contractor, (ii) failure to properly comply with obligations by suppliers who have been prescribed by Client to Contractor; (iii) defects to items, equipment, software, or material of third parties whose use if prescribed by Client to Contractor, (iv) malfunction of the internet, computer network or telecommunication facilities, (v) war, (vi) workforce, (vii) strike, (viii) general transport problems and (ix) the unavailability of one or more employees, (x) all external causes, foreseen or not foreseen, which are outside the control of Contractor, but as a result of which Contractor is unable to fulfil its obligations.
- 18.3 In the event of force majeure, delivery and other obligations of Contractor are suspended. If the period in which fulfilment of obligations by Contractor is no longer possible due to force majeure lasts longer than two months, both parties are authorised to dissolve the Agreement, without there being an obligation to pay compensation in that case.
- 18.4 If Contractor has already partly fulfilled its obligations at the onset of the force majeure, or is only partly able to fulfil its obligations, Contractor is permitted to invoice for the already delivered or the deliverable part and Client is obliged to pay this invoice as if it related to a separate contract. However, this does not apply if the part already delivered or deliverable does not have an independent value.

**Article 19 - Disputes and applicable law**

- 19.1 Notwithstanding the statutory regulations for the jurisdiction of the civil court, any dispute between Client and Contractor will only be submitted to the District Court of Zeeland-West-Brabant, location Middelburg.
- 19.2 On each Agreement between Contractor and Client and the legal relationship(s) related to it, Dutch law applies.
- 19.3 The Vienna Treaty (CISG) is not applicable on any transaction subject to these general terms and conditions.
- 19.4 In the event of any ambiguity or difference between the English and the Dutch text of these Terms and Conditions, the Dutch text is binding.