

Listed below are the General Terms and Conditions of Delivery of **Indicia Nederland B.V.**, having its registered office at Spoorlaan 348, 5038 CC, Tilburg, the Netherlands, hereinafter referred to as: Indicia Nederland, filed at the Brabant Chamber of Commerce in Tilburg on 12 October 2010 under number 18044891.

## GENERAL PROVISIONS

### 1. Definitions

In these general terms and conditions, the following terms shall have the following meaning:

'Client':	a legal entity that wishes to receive an Offer from, or conclude an Agreement with, Indicia Nederland.
'(Other) Party':	Indicia Nederland or the Client.
'Offer':	a quotation issued by Indicia Nederland, in which Indicia Nederland provides an indication of specific activities, lead times and costs involved in the performance of an Agreement.
'Agreement':	the hiring of tangible Services, duration, locations and fees per specific project, agreed in writing between the Client and Indicia Nederland.
'Services':	the provision of qualified auxiliary persons and server capacity by Indicia Nederland, for the purposes of undertaking the Work agreed upon within the context of the Agreement.
'Auxiliary person':	Any Employee or third party nominated or appointed by Indicia Nederland to perform the Agreement.
'Employee':	a member of staff of Indicia Nederland.
'Work':	All performances to be rendered for the benefit of the agreed Services by the Employee(s) and Auxiliary Persons.
'Normal working day':	weekdays, being Monday to Friday inclusive (excluding statutory public holidays), comprising two half-days of four hours each, separated by a lunch break of at least thirty minutes.
'Normal working hours':	the hours between eight o' clock in the morning and six o' clock in the evening.
'Maintenance':	
• 'Incident Management'	all activities undertaken to manage security events and incidents.
• 'Preventive management':	all activities undertaken to prevent security events and incidents.
• 'Configuration management':	the process of bringing all system components and related documentation under control for the purposes of supporting the other processes.
• 'Adaptive management':	the process of managing system changes according to predefined steps/agreements.
• 'Monitoring':	the process of checking processes and a corresponding alert notification system at predefined intervals.
'Software':	computer software in a form which is readable for a data processing machine and recorded on material which is readable for such a machine, together with the related documentation.
'Errors':	A substantial failure of the Software to meet the functional or technical specifications stated in writing by Indicia Nederland and, in the case of bespoke hardware and/or bespoke Software, the functional specifications expressly agreed upon.
'Timely':	within fourteen days.

### 2. Applicability of these Terms and Conditions

- 2.1 These Terms and Conditions shall apply to each Offer made and each Agreement concluded between Indicia Nederland and a Client, under which Indicia Nederland supplies to Client goods and/or services of whatever nature, even if such goods or services are not (further) specified herein. Deviations from these General Terms and Conditions shall only apply where agreed in writing.
- 2.2 The applicability of any of the Client's purchasing or other conditions is expressly rejected.
- 2.3 If any provision of these General Terms and Conditions is null and void or annulled, all other provisions of these General Terms and Conditions shall remain in full force. When this happens, Indicia Nederland and the Client shall enter into negotiations to agree upon new stipulations replacing the null and void conditions, or the conditions declared null and void, whereby the purpose and the meaning of the original conditions shall be heeded as far as possible.

### 3. Offers

- 3.1 Any Offers issued by Indicia Nederland in writing shall be valid for ten days, unless otherwise indicated. The offer or quotation shall only be binding upon Indicia Nederland in so far as it is confirmed in writing by the Client within ten days.

### 4. Term of contract; implementation period

- 4.1 All periods and dates specified by Indicia Nederland shall be established to the best of Indicia Nederland's knowledge on the basis of the information available to Indicia Nederland at the time of entering into the Agreement; the mere fact of any stated deadline being exceeded shall not constitute a default on the part of Indicia Nederland.
- 4.2 Indicia Nederland shall not be bound by a period or date that can no longer be achieved as a result of circumstances outside of its control that occurred after the date on which the Agreement was concluded.
- 4.3 If there is a risk that a deadline will be exceeded, Indicia Nederland shall liaise with the Client in a Timely manner.

### 5. Amendments and additions to the Agreement

- 5.1 Should it transpire during execution of the Agreement that it is necessary to amend or add to the Work to be undertaken in order to ensure that the Agreement is properly implemented, the Parties shall enter into Timely consultations to initiate the amendments or additions.
- 5.2 If the Parties agree to amendment or additions to the Agreement, such amendment or addition may affect the agreed time of completion of the Work. Indicia Nederland shall notify the Client accordingly in a Timely manner.
- 5.3 If the amendment or additions to the Agreement have financial and/or qualitative consequences, Indicia Nederland shall notify the Client accordingly in a Timely manner. If a fixed fee has been agreed upon, Indicia Nederland shall indicate the amount by which the amendment or addition to the Agreement exceeds this fee.

### 6. Confidentiality

- 6.1 All Parties shall observe strict secrecy with regard to all information which is received from the Other Party before or after the conclusion of the Agreement and which is regarded as confidential or which they know or may reasonably be assumed to know is confidential.
- 6.2 Neither party shall be permitted, for the duration of this Agreement and on termination thereof, to disclose the content of confidential information to third parties without the prior permission of the Other Party, nor to provide any data or information to third parties in respect thereof, subject to a fine of twenty-five thousand euros.

### 7. Intellectual property rights

- 7.1 All intellectual and industrial property rights to Software, hardware or other materials developed or provided under the Agreement, such as analyses, designs, documentation, reports, offers and relevant preparatory materials, shall be held solely by Indicia Nederland or its licensors. The Client shall only acquire such rights of use and powers as are explicitly granted in these Terms and Conditions or elsewhere. The Client shall not reproduce the Software or other materials or make copies thereof.
- 7.2 The Client is aware that the Software, hardware and other materials provided contain confidential information and trade secrets of Indicia Nederland or its licensors. The Client undertakes, without prejudice to the provisions of Article 6, to keep such Software, hardware and materials secret and not to disclose or grant use of them to third parties without the express written permission of Indicia Nederland, and to use them only for the purpose for which they were placed at its disposal. The term 'third parties' includes, but is not limited to, any persons working in the Client's organisation who do not necessarily need to use the Software, hardware and/or other materials.
- 7.3 The Client is not permitted to remove from or change in the Software, hardware or other materials any designation concerning copyrights, trademarks, trade names or other intellectual property rights, including any details concerning the confidential nature and secrecy of the Software.
- 7.4 Indicia Nederland is entitled to arrange for technical measures to be taken at any time in order to protect the Software. If Indicia Nederland has secured the Software by technical means, the Client shall not be permitted to remove or circumvent such security measures. If security measures result in the Client being unable to make a back-up copy of the Software, Indicia Nederland will provide the Client with a back-up copy at the latter's request, or appoint an independent third party to do so, at the discretion of Indicia Nederland.
- 7.5 Indicia Nederland additionally retains the right to employ the knowledge it acquired during the implementation of the Work for other purposes, provided no confidential information is disclosed to third parties by doing so.
- 7.6 Indicia Nederland is entitled to include the following text at the bottom of the web pages created for the Client: 'The web pages of 'Client' have been developed by Indicia Nederland. Last amended: <date>'.

## 8. Termination

- 8.1 Each of the Parties shall only be entitled to terminate the Agreement if the Other Party imputably fails to perform material obligations under the Agreement - in all cases, after having received a proper written notice of default which is as detailed as possible and in which it has been given a reasonable time period to remedy the breach.
- 8.2 If an Agreement that by its nature and content is not brought to a close is entered into for an indefinite period of time, this may be terminated in writing by each of the Parties after proper consultation and with a statement of reasons. If the Parties have not agreed on an express notice period, a reasonable notice period must be observed in terminating the Agreement.
- 8.3 Indicia Nederland shall be entitled to terminate the Agreement in part or in full, with immediate effect, in writing without notice of default and without judicial intervention, if the Client is granted a moratorium of payments, provisionally or otherwise, if a petition for bankruptcy is filed in respect of the Client, or if the Client's company is wound up or terminated for reasons other than reconstruction or the merger of companies. Indicia Nederland shall under no circumstances be obliged to pay any compensation as a result of a termination of the Agreement.
- 8.4 If the Client has already received services for the purpose of executing the Agreement at the time of termination as referred to in Article 8.1, these services and the related payment obligation cannot be revoked unless the Client is able to demonstrate that Indicia Nederland is in default in respect of these services. Any amounts that Indicia Nederland has invoiced before termination in connection with Work that it has already duly carried out or services that it has duly provided for the purpose of executing the Agreement, shall remain due in full, subject to due observance of the provisions of the preceding sentence, and shall become immediately due and payable at the time of termination.

## 9. Defects; Complaints

- 9.1 The Client must notify Indicia Nederland in writing of any complaints about the Work within ten days following their detection, but no later than within one month following completion of the Work concerned.
- 9.2 If a complaint is considered justified, Indicia Nederland shall undertake the Work as agreed upon, unless such has become useless to the Client. The Client must notify Indicia Nederland accordingly if the latter is the case. If it is no longer possible or useful to still do the Work with respect to the provision of Services agreed upon, Indicia Nederland shall only be liable within the limits of Article 12.
- 9.3 In the event that the Client submits a timely complaint, this shall not discharge it from its payment obligations.

## 10. Fee

- 10.1 All prices, amounts or remunerations shall be exclusive of turnover tax (VAT) and other levies imposed by the government.
- 10.2 For Offers and Agreements in which a fixed fee is offered or agreed, paragraphs 3, 4 and 5 of Article 10 shall apply. If no fixed fee has been agreed, the provisions of paragraphs 6, 7 and 8 of Article 10 shall apply.
- 10.3 The Parties may agree to a fixed fee on establishment of the Agreement. The fixed fee is exclusive of VAT, travel expenses and travel time that fall outside the normal commuting time, as well as travel time and expenses for commuting journeys in excess of one hundred kilometres.
- 10.4 If Indicia Nederland and the Client agree upon a fixed fee or an hourly rate, Indicia Nederland shall nevertheless be entitled to increase this fee or rate: Indicia Nederland is entitled to pass on any wage rises to the Client. Any such increases may only be passed on to the Client if it has been notified accordingly before the date that the increase takes effect.
- 10.5 If the announced price increase is more than ten percent, the Client is entitled to terminate the Agreement with immediate effect.
- 10.6 If no fixed fee has been agreed, the fee shall be determined on the basis of the number of days actually spent during Normal working days and/or Normal working hours. The fee shall be calculated in accordance with Indicia Nederland's usual daily rates, valid for the period in which the Work is being undertaken, unless a deviating hourly rate has been agreed upon. In the event that (parts of the) Work take less time to complete than a standard half-day of four hours, as a result of the Client's fragmented schedule, Indicia Nederland shall be entitled to apply a surcharge, equal to ten percent of the daily rate. If Work is to be undertaken outside Normal working days and/or Normal working hours, Indicia Nederland shall apply special charges, to be agreed in advance on a case-by-case basis.
- 10.7 Any cost estimates are exclusive of VAT, travel expenses and travel time that falls outside the normal commuting time, as well as travel time and expenses for commuting journeys in excess of one hundred kilometres.
- 10.8 With respect to assignments with a duration of more than one month, the costs owed shall be charged at the end of each calendar month.

## 11. Payment

- 11.1 Payment must be effected by the Client in accordance with the payment terms stated on the invoice. If the Client does not pay the amounts owed by the agreed date, it shall owe statutory interest on the outstanding amount, without any written demand or notice of default being necessary.

- 11.2 Should the Client, after a notice of default being served, fail to settle the claim, the claim may be passed on for collection, in which case the Client shall be liable to pay in full, in addition to the total amount then due, any judicial and extra-judicial expenses, including any fees charged by external experts in addition to the costs determined by the courts, relating to the collection of this claim or other enforcement of rights, which shall be at least fifteen percent of the outstanding invoice amount.
- 11.3 All payments must be made without discount or setoff.

## 12. Liability

- 12.1 Indicia Nederland accepts liability to pay damages to the extent as shown by Article 12.
- 12.2 The total liability of Indicia Nederland due to an attributable failure in the performance of this Agreement shall be limited to compensation of the direct loss not exceeding the sum stipulated for this Agreement (excl. VAT). If the Agreement is primarily a continuing performance agreement with a term exceeding six months, the price stipulated for the Agreement shall be set at the total of the fees (exclusive of VAT) stipulated for six months. The total compensation for direct loss shall not, however, in any case exceed four hundred and fifty thousand euros.
- 'Direct loss' shall solely mean:
- the reasonable expenses which the Client would have to incur to have Indicia Nederland's performance fulfil the Agreement; however, such loss shall not be made good if the Client has terminated the Agreement;
  - the reasonable expenses which the Client would have to incur to establish the cause and the extent of the damage, in so far said establishment relates to damage within the meaning of the present terms and conditions;
  - the reasonable expenses which the Client has incurred to prevent or limit the damage, in so far as the Client demonstrates that said costs have led to the limitation of direct loss within the meaning of the present general terms and conditions;
  - the reasonable expenses which the Client has incurred for emergency facilities, such as necessarily keeping operational its old system or systems and associated facilities, owing to the fact that Indicia Nederland has not fulfilled an obligation on a delivery date to which it was bound, minus any savings that resulted from the delayed fulfilments.
- 12.3 Indicia Nederland shall never be liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business stagnation.
- 12.4 Apart from the cases mentioned in Article 12.2, no liability in any damages shall attach to Indicia Nederland irrespective of the ground on which any action for damages would be based.
- 12.5 Indicia Nederland shall only be liable as a result of an attributable failure in the performance of an Agreement if the Client gives Indicia Nederland immediate and proper notice of default in writing, setting a reasonable term in which the breach can be remedied, and Indicia Nederland still attributably fails to meet its obligations after this period. The notice of default must specify the failure in as much detail as possible, enabling Indicia Nederland to issue an adequate response.
- 12.6 A condition for the existence of any right to compensation shall in all cases be that the Client notifies Indicia Nederland in writing of the loss or damage as soon as possible after it occurs.
- 12.7 The limitations of liability for direct loss contained in the present terms and conditions shall not apply if the damage is due to any intentional act or omission or gross negligence on the part of Indicia Nederland or its subordinates.
13. **Force Majeure**
- 13.1 Neither of the Parties shall be obliged to meet any obligations if it is prevented from doing so as a result of Force Majeure. The term 'Force Majeure' shall include any non-attributable failure of any suppliers of Indicia Nederland.
- 13.2 If a situation of Force Majeure lasts for more than three months, the Parties shall be entitled to terminate the Agreement in writing. What has already been performed pursuant to the Agreement shall in that case be settled proportionately.
14. **Applicable law and Disputes**
- 14.1 All Agreements between Indicia Nederland and the Client shall be governed exclusively by the laws of the Netherlands.
- 14.2 Any disputes that may arise between Indicia Nederland and the Client in connection with an Agreement concluded between Indicia Nederland and the Client, or as a result of further agreements that arise from such an Agreement, shall be submitted for arbitration to the competent court under whose jurisdiction the registered office of Indicia Nederland falls.
15. **Amendment of the terms and conditions**
- 15.1 Indicia Nederland retains the right to amend these terms and conditions. The revised terms and conditions shall enter into force on the date announced. Indicia Nederland shall notify the Client in a Timely manner of the changes, and shall furnish the Client with a copy of the amended terms and conditions at the Client's first request. If no effective date has been communicated to the Client, the changes shall take effect as soon as the Client has been notified accordingly.

## SERVICES

In addition to the General provisions in these General Terms and Conditions, the provisions set forth in this chapter, "Services", shall apply if Indicia Nederland provides Services.

### 16. Performance

- 16.1 Indicia Nederland shall make every effort to ensure that the Services are provided with due care and in accordance with the arrangements and procedures agreed in writing with the Client where applicable.
- 16.2 If it has been agreed that the Services will be provided in stages, Indicia Nederland shall be entitled to delay the start of the Services associated with any particular stage until such time as the Client has approved the results of the previous stage in writing.
- 16.3 The Client shall make the necessary human resources and system capacity available with the requisite expertise or functionality, insofar as such is relevant to the performance of the agreed services.
- 16.4 If a Service Agreement has been entered into with a view to implementation by a specific individual, Indicia Nederland shall at all times be entitled to replace this individual with one or more other individuals with the same qualifications.
- 16.5 If and in so far as required for the proper execution of the agreement, Indicia Nederland shall have the right to have certain Work done by third parties.

### 17. Auxiliary Persons Indicia Nederland

- 17.1 The assignment shall be carried out by Indicia Nederland during Normal working days and/or Normal working hours, in accordance with the number of working days stipulated in the Agreement concluded between the Parties during the period on and between the start and end date stipulated in the Agreement, except if the Parties subsequently deviate from this.
- 17.2 The assignment shall be carried out at the offices of the Client, unless agreed otherwise by the Parties.
- 17.3 Without prejudice to its liability under Article 7:658 sub 4 of the Dutch Civil Code, the Client shall provide an adequate and safe workspace for the Auxiliary persons of Indicia Nederland, and furnish them with safety instructions and safety equipment if this is necessary.
- 17.4 During the term of the Agreement and for one year following termination of the Agreement, the Client may only engage or otherwise employ, directly or indirectly, (an) Employee(s) of Indicia Nederland after obtaining the prior written consent of Indicia Nederland, subject to a fine. This fine comprises the continued payment of the daily rate of the Employee in question, the minimum being 800 euros per day, for a period of one year following the date on which the Employee commenced employment at the Other Party.

## DEVELOPMENT OF SOFTWARE

The provisions set forth in this chapter, "Development of Software", shall, in addition to the General Provisions of these General Terms and Conditions and the special provisions of the "Provision of Service", apply if Indicia Nederland develops Software on the instruction of the Client. The chapter "Software Maintenance" shall also apply to this Software, except insofar as the present chapter provides differently.

### 18. Development of Software

- 18.1 The Parties shall specify in writing what Software is to be developed and in what manner this will be done. Indicia Nederland shall develop the software with due care based on data to be provided by the Client. The Client shall at all times guarantee the correctness, completeness and consistency of any information submitted to Indicia Nederland.
- 18.2 If Indicia Nederland has not been provided in due time with the data necessary for the execution of the Agreement, or if the data contains inaccuracies, Indicia Nederland shall have the right to suspend the execution of the Agreement until the Client has provided the data or corrected the inaccuracies concerned. Any additional costs incurred by Indicia Nederland as a result of the delay shall be charged at the standard rates of Indicia Nederland.

### 19. Delivery, installation and specification

- 19.1 Indicia Nederland shall deliver the Software to be developed to the Client and install it as much as possible in accordance with the specifications recorded in writing, with installation only occurring if installation by Indicia Nederland has been agreed in writing.
- 19.2 If an acceptance test has been agreed in writing, the test period shall be fourteen days from delivery or, if it was agreed in writing that the installation would be carried out by Indicia Nederland, after completion thereof. The Client shall not be allowed to use the Software for productive or operational purposes during the test period.
- 19.3 The Software shall be deemed to have been accepted between the Parties:
- if an acceptance test has not been agreed between the Parties: at the time of delivery or, if installation by Indicia Nederland has been agreed in writing, when the installation is completed, or
  - if an acceptance test has been agreed between the Parties: on the first day after the test period.

- if the Client seeks permission from Indicia Nederland to use the Software for productive or operational purposes.
- 19.4 If, when the agreed acceptance test is conducted, it turns out that the Software contains Errors which impede the progress of the acceptance test, the Client shall provide written, detailed notice to Indicia Nederland, in which case the test period shall be interrupted until the Software has been adjusted in such a manner that this impediment is eliminated.
- 19.5 Acceptance of the Software may not be withheld on grounds other than those relating to the expressly agreed specifications between the Parties nor because of the existence of minor Errors, that is, Errors which do not reasonably preclude putting the Software to operational or productive use.
- 19.6 If the Software is delivered and tested in stages and/or parts, the non-acceptance by the Client of a specific stage and/or part shall not affect the acceptance of a previous stage and/or part, where appropriate.
- 19.7 The Client shall not be allowed to use the Software for productive or operational purposes during the test period, if the Client has not paid at least 75% of the fee agreed upon on conclusion of the Agreement.

## MAINTENANCE OF SOFTWARE

In addition to the General Provisions in these General Terms and Conditions, the provisions set forth in this chapter, "Maintenance of Software", shall apply to all Software provided by Indicia Nederland to the Client.

### 20. Maintenance

- 20.1 If a Maintenance Agreement (Service Level Agreement) has been concluded between Indicia Nederland and the Client for the Software, the Client shall submit a detailed report to Indicia Nederland of the Errors identified in the Software in accordance with the usual procedures of Indicia Nederland. Following receipt of the report, Indicia Nederland shall make every effort to fix the Errors, including failure of the Software to meet the functional or technical specifications stated in writing by Indicia Nederland and, in the case of hardware and/or bespoke Software, the functional specifications expressly agreed upon, and/or make improvements to subsequent new versions of the Software.
- 20.2 Indicia Nederland does not warrant that the Software shall operate without Errors or that all Errors shall be corrected.
- 20.3 Indicia Nederland may charge its usual rates and its costs of correction in case of operating errors or incompetent use or of other causes for which Indicia Nederland cannot be held liable, or if the Software has been modified by parties other than Indicia Nederland. Maintenance shall not include fixing scrambled or lost data.
- 20.4 If the Client does not enter into a Maintenance Agreement with Indicia Nederland at the same time that the Agreement to provide the Software is concluded, Indicia Nederland cannot be held by the Client to enter into a Maintenance Agreement at a later time.

## MAINTENANCE AGREEMENT (SERVICE LEVEL AGREEMENT)

In addition to the General Provisions in these General Terms and Conditions, the provisions set forth in this Chapter, "Maintenance Agreement (Service Level Agreement)", shall apply to all Software made available by Indicia Nederland to the Client for which a Maintenance Agreement (Service Level Agreement) has been concluded with Indicia Nederland.

### 21. Term

- 21.1 The Maintenance Agreement shall be entered into for the term agreed between the Parties, in the absence of which a one-year term shall apply.
- 21.2 Except where agreed otherwise in writing, the Maintenance shall be carried out on Normal working days during Normal working hours.

### 22. Obligations Indicia Nederland

- 22.1 For the duration of the Maintenance Agreement, Indicia Nederland undertakes to put right, to the best of its ability, any malfunctions reported to Indicia Nederland by the Client according to the correct procedure.
- 22.2 Indicia Nederland shall ensure that its expertise is kept up-to-date. Indicia Nederland shall register and record in its administration all relevant data concerning the Work performed. Upon the Client's first request, Indicia Nederland shall allow the Client to examine the data thus recorded.

### 23. Terms and conditions of maintenance and use

- 23.1 The Client shall inform Indicia Nederland of the malfunction immediately after it occurs by having one of its Employees with expertise in this area draw up a detailed description of the malfunction. The Client shall be obliged to give access to the Auxiliary persons of Indicia Nederland or third parties designated by Indicia Nederland to the site where the malfunction has occurred, and to provide all other necessary cooperation.
- 23.2 The Client shall be entitled to be present during all Work to be performed for the Client.

### 24. Rates and payment

- 24.1 Unless laid down in more detail in the Maintenance Agreement, Indicia Nederland's customary basic Maintenance rates shall apply.
- 24.2 In the event of late payment, Indicia Nederland shall be entitled to suspend Maintenance without being liable to pay any compensation to the Client.