



Terms of Delivery part A

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY Hoogendoorn Automatisering B.V.

Article I General

1. These General Terms and Conditions of Sale and Delivery are part of offers and agreements for deliveries made by the Supplier. All provisions of these Terms and Conditions are in force between the parties, insofar as neither has expressly deviated from them in writing. The Supplier will not accept any references by the Client to its own purchasing, tender or other terms and conditions, and such terms and conditions are therefore expressly rejected.
2. The following definitions apply in these Terms of Delivery:
 - the Supplier: Hoogendoorn Automatisering B.V., which refers to these General Terms and Conditions of Sale and Delivery in its offer or agreement;
 - the Client: the person to whom the aforementioned offer is addressed or with whom the Supplier has concluded the aforementioned agreement. This also includes the partners, dealers and ultimate clients / end users of the Supplier or its products;
 - Products (or: Goods): the hardware, software and services to be supplied by the Supplier for the performance of the agreement.
3. These Terms of Delivery have been drawn up in Dutch. In the event of any conflict between these Terms of Delivery and translations thereof, or in the event of disputes about the explanation or interpretation of them, the Dutch language version will always have priority.

Article II Offers

1. All of the Supplier's offers are subject to confirmation without obligation. An agreement is deemed to be concluded if and insofar as the Supplier accepts an order from the Client in writing or if, once the Client has accepted the offer, the Supplier commences with the execution of the order.
2. Information provided in catalogues, images, drawings, measurements and weights and so on will only be binding if and insofar as this has been expressly included as such in a contract signed by the parties or an order confirmation signed by the Supplier.
3. The Supplier's offer, including the drawings, calculations, software, descriptions, models, tools and the like made or provided by it, are its property, regardless of whether it has charged for them. The information contained in the foregoing or on which the manufacturing and construction methods, Products, and so on have been based, remains exclusively reserved to the Supplier, even if it has charged for it.
4. The Client has a duty to treat the information from the offer documents as confidential and may not use it for its own use or use by third parties, or disclose it to third parties, unless it is necessary and applicable for the sale or resale of the Supplier's Products and services agreed with the Supplier or for the performance of the agreement.
5. If the Supplier's offer is intended to be part of an offer that the Client makes to a third party, the said offer must be included in its entirety and without any changes.

Article III Agreement

1. The agreement consists solely of the Supplier's offer and these Terms of Delivery.
2. Additional work is considered to be anything that the Supplier delivers and/or installs in consultation with the Client during the performance of the agreement in addition to the Products and quantities expressly specified in the agreement or the order confirmation or any work performed over and above the work expressly specified in the agreement or the order confirmation, regardless of whether this additional work is recorded in writing or otherwise.
3. The Client will only be entitled to cancel an agreement if this is done in writing and with the Supplier's permission. The Supplier is never obliged to agree to a cancellation and, if it agrees, it is entitled to attach conditions to this. The Client will be charged in full for the Supplier's financial obligations to third parties in connection with the cancelled agreement and which the Supplier is obliged to fulfil, including, but not limited to, purchased or ordered materials and software, and the Client will be obliged to compensate the Supplier for this in full. In addition, the Client will owe the Supplier a fee amounting to 50% of the agreed price if the agreement is cancelled prior to the commencement of delivery. If the Supplier has already started delivering, the compensation will be 100% of the agreed price. This compensation does not affect the Supplier's right to compensation for the damages actually suffered by the Supplier as a result of the cancellation.

Article IV Price

1. The prices quoted by the Supplier are exclusive of VAT and other government levies pertaining to the sale and delivery and are based on delivery EXW (ex works) in accordance with the Incoterms applicable on the date of the offer, unless otherwise provided in these Terms and Conditions or by agreement.
2. If one or more of the cost price factors increase after the date on which the agreement is concluded – even if this occurs as a result of foreseeable circumstances – the Supplier will be entitled to increase the agreed price accordingly.
3. Under the agreement, the Supplier is entitled to charge separately for additional work that it performs. The rules set out in paragraphs 1 and 2 of this article apply mutatis mutandis to the calculation of additional work.
4. Cost estimates and plans are not charged separately, unless otherwise agreed. If the Supplier has to make new drawings, calculations, descriptions, models or tools et cetera for any repeat orders or additional work, the costs involved will be charged.

Article V Delivery time

1. The delivery times stated by the Supplier are based on the circumstances applicable to the Supplier at the time the agreement is entered into and, insofar as these depend on the performances of third parties, on the information that those third parties give to the Supplier.
2. The delivery time starts on the date on which the agreement is entered into, as referred to in Article II(1).
If the Supplier needs information or resources to be provided by the Client or by third parties for the performance of the agreement, the delivery time will start on the day that the Supplier has all the required data or resources, but not earlier than on the date on which the agreement is concluded.
3. The agreed delivery times are not final deadlines. The Client is not entitled to any compensation should the delivery time be exceeded. In that case, the Client will not be entitled to cancel the agreement either.
4. The Supplier is always entitled to make partial deliveries.

Article VI Inspection and commissioning

1. Unless otherwise agreed, the Client will inspect the Product or service provided no later than eight days after delivery or after the service has been provided. If this period lapses without a written and specified notification of well-founded complaints, the Product or service will be deemed to have been accepted.
2. If it is agreed that the Supplier will carry out the commissioning, the Client will give the Supplier the opportunity to carry out the necessary tests after receipt and installation of the Goods. The Supplier will carry out the commissioning at the Client's request. If the commissioning has been carried out without a specified and well-founded complaint arising, or if the Client does not fulfil its obligations as stated above and those referred to in paragraph 3 below, the Product will be deemed to have been accepted.
3. The Client will make the facilities required for commissioning and any testing, as well as representative samples of any materials to be treated or processed, available to the Supplier in sufficient quantities, in good time and free of charge, at the right location, in order to ensure that the operating conditions for the Product foreseen by the parties can be simulated as closely as possible. If the Client does not comply with this, the last sentence in paragraph 2 will apply.
4. If it concerns minor shortcomings, in particular those that do not affect or that hardly affect the use for which the Product is intended, the Product will be deemed to have been accepted regardless of these shortcomings.
5. Without prejudice to the Supplier's obligation to fulfil its guarantee obligations, the acceptance based on the previous paragraphs will exclude any claims from the Client regarding shortcomings in the Supplier's performance.

Article VII Transfer of risk and ownership

1. The delivery will take place at the agreed address and at the agreed time. Unless otherwise agreed, delivery takes place EXW (ex works), according to the Incoterms as applicable on the date of the agreement.
2. If, contrary to the conditions referred to in Article VII.1, DAP (delivered at place) has been agreed, the risk of the Goods and the packaging will transfer to the Client at the time when the Goods are delivered to the buyer's delivery address.





GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Hoogendoorn Automatisering B.V.

- The Client is obliged to buy the Goods offered for purchase, unless they are rejected. If the Client does not take up or take delivery of the Goods or the documents issued for the Goods at the agreed time, the Client will be in default without notice of default being required. In that case, the Supplier will be entitled to have the Goods stored at the Client's expense and risk. The Client will still owe the purchase price, plus interest and storage costs (by way of compensation).
- Ownership of all Goods, irrespective of the actual delivery, only transfers to the Client after the Client has paid in full all that it owes or will owe to the Supplier for the Goods, including the purchase price, any surcharges, interest, taxes and costs owed under the agreement or pursuant to these General Terms and Conditions of Sale and Delivery, as well as any compensation for the work performed or to be performed with respect to the Goods.
- If the Client is an ultimate client as defined in Article I(2), the Client will not be entitled to sell or deliver the Goods, to dispose of them, to rent them out to third parties or allow them to use the Goods, to pledge them to third parties or otherwise encumber them for the benefit of third parties, before the ownership of all Goods has transferred to the Client. In that case, the Client will only be entitled to use the Goods as part of its normal business activities.
- If and as long as the ownership of the Goods has not yet been transferred to the Client, the Client will immediately notify the Supplier in writing if the Goods are attached or a claim is made against any part of the Goods in some other way.
- In the event of attachment, bankruptcy, suspension of payments or provisional suspension of payments, the Client will immediately inform the bailiff levying the attachment, the receiver or the administrator of the Supplier's rights and rights of ownership.
- The guarantee period on repair work is three months. If the period referred to in paragraph 1 has not yet expired and the remaining period after completion of the repair is longer than three months, the guarantee period on the repair work will end at the same time as the original guarantee period, being 12 months after delivery of the Product.
- The guarantee in any event does not include defects that occur with respect to or are wholly or partly the result of the following, with due observance of the tolerances set for hardware products:
 - failure to observe operating and maintenance instructions or other than the intended normal use;
 - normal wear and tear;
 - assembly/installation or repair carried out by third parties, including the Client;
 - the application of any government regulation regarding the nature or quality of the materials used;
 - materials or items used in consultation with the Client;
 - materials or items that the Client gives the Supplier for processing;
 - materials, items, working methods and constructs, insofar as applied on the Client's express instructions, as well as materials and items supplied by or on behalf of the Client.
- If the Supplier has purchased Products or parts from third parties, the Supplier will only be obliged to provide a guarantee if and insofar as that third party gave the Supplier a guarantee and the Supplier invokes it successfully. Under no circumstances is the Supplier obliged to do more than is set out in this article.
- If the Client fails to fulfil any obligation that arises for it from the agreement concluded with the Supplier or from an associated agreement at all, properly or in good time, the Supplier will not be bound by any guarantee – by whatever name – with regard to any of these agreements. If the Client proceeds with or arranges for the disassembly, repair, replacement or other work on the Product without the Supplier's prior written approval, all claims under the guarantee will lapse.

Article VIII Payment

- Payment of all invoices must be credited to the Supplier's bank account within 30 days, but always prior to the Supplier's delivery of Products, even if this period is shorter than 30 days, without any deduction, discount, compensation or offsetting.
- If at any time the Supplier has reasonable doubts about the Client's creditworthiness, the Supplier is entitled to require the Client to pay the purchase price fully or partially in advance or to provide proper security before implementing the agreement or continuing to implement the agreement.
- If the Client exceeds the payment term, this will be sufficient to constitute default. In that case, all the Supplier's claims against the Client will become immediately due and payable.
- Without further notice of default being required, the Client will owe the statutory interest for commercial transactions, plus a surcharge of 3%, on all amounts that have not been paid by the last day of a payment term at the latest, from that day forth.
- If despite a reminder, the Client still fails to pay the amount and interest owed after the expiry of an extension to the payment term set by registered letter, the Client will be obliged to reimburse the Supplier for all extrajudicial and judicial costs, being a minimum of 15% of the principal sum owed or EUR 750 if that amount is higher.
- Complaints with regard to defects must be lodged in writing within eight days of discovery. If this term is exceeded, any claim against the Supplier with regard to those defects will lapse. Legal claims in this respect must be instituted within one year of a complaint lodged in good time, subject to forfeiture of rights to claim.
- If the Supplier replaces parts and/or Products in order to comply with its guarantee obligations, the replaced parts/Products become the Supplier's property.
- For the repair or revision work and services carried out by the Supplier for which a specific result has been agreed in writing, a six-month guarantee is only given on the soundness of the performance of the work ordered, unless otherwise agreed. This guarantee comprises the Supplier's sole obligation to redo the work in question if it is unsound, to the extent it was not done correctly. Services for which a specific result has not been agreed in writing are performed on the basis of a best-effort obligation.
- Any alleged non-fulfilment by the Supplier of its guarantee obligations will not release the Client from its obligations arising from any agreement entered into with the Supplier.

Article X Liability

- The Supplier's liability for the repair of defects is limited to compliance with the guarantee obligations set out in Article IX of these Terms and Conditions.
- Unless it concerns gross negligence or deliberate intent on the part of the Supplier and subject to the provisions of paragraph 1, all liability on the part of the Supplier for any form of damage is excluded. Damage is understood to mean: direct and indirect consequential damage, including business damage, damage to or caused by the Supplier's Products due to incorrect functioning of installations linked by the Client to the Supplier's Products (whether or not for the benefit of monitoring critical business processes) as well as damage arising from liability vis-à-vis third parties.
- Consequently, the Supplier cannot be held liable for:
 - violation of patents, licences or other third-party rights arising from using the information provided by or on behalf of the Client;
 - damage to or loss of, regardless of the reason, raw materials, semi-finished products, models, tools and other items provided by the Client.





GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Hoogendoorn Automatisering B.V.

- The Client is obliged to indemnify or compensate the Supplier for all third-party claims for compensation for damages, except for third-party damages for which the Supplier's liability is not limited or excluded vis-à-vis the Client under these Terms and Conditions.
- The Client is not permitted to install software on hardware supplied by the Supplier that the Supplier has not or will not supply, unless this software is found to be suitable for installation based on a written confirmation from the Supplier.
- If the Product delivered has to be connected to a network (LAN, WAN, the Internet, etc.), this must be done by a professional IT Supplier certified by a trade association with a good reputation, and subject to strict compliance with the Supplier's applicable guidelines.
- The Supplier does not accept any liability whatsoever for any consequences of the Client's non-compliance with the provisions of paragraphs 5 and 6 of this article.
- The Supplier is not liable for installing and operating equipment that the Client purchases to prevent damage to the Product delivered.
- The Supplier disclaims all liability for damage as a result of instability in or unavailability of electricity, the electricity grid or data connections.
- If the Client wants to use third-party services after the Products have been delivered and if access to the hardware and/or software is required for these services, this access will be at the Client's expense and risk. The Supplier is under no obligation to cooperate in providing access to the hardware and/or software and is not liable for any form of damage suffered by the Client due to the services that are or have been delivered by these third parties.

Article XI Force majeure

In these General Terms and Conditions of Sale and Delivery, force majeure means any circumstances beyond the control of the Supplier, even if they were foreseeable at the time of the conclusion of the agreement, which permanently or temporarily prevent or significantly impede or hinder the performance of the agreement, or increase the costs thereof, as well as, insofar as they are not already included therein: war, threat of war, civil war, insurrection, epidemics, pandemics and ensuing government measures, strikes, lock-out of employees, transport difficulties, fire, flooding and other serious disruptions affecting the Supplier's company or its suppliers' companies.

Article XII Suspension and termination

- If the performance of the agreement is prevented as a result of force majeure, the Supplier is entitled to either suspend the performance of the agreement for a maximum of six months without judicial intervention or to terminate the agreement entirely or in part, without being held to any compensation whatsoever or having to repay payments already received due to an obligation to cancel or otherwise. During the suspension, the Supplier is entitled to opt for performance or full or partial termination of the agreement. Once the suspension ends, it is obliged to opt for performance or full or partial termination of the agreement.
- Both in the event of suspension and termination pursuant to paragraph 1, the Supplier is entitled to demand immediate payment for the raw materials, materials, parts and other items reserved, processed and manufactured by it for the performance of the agreement. This must be done at the value that can be reasonably assigned for this and that is at least equal to the purchase value for the Supplier. If the agreement is terminated pursuant to paragraph 1, the Client will be obliged to take possession of the items listed in this paragraph after payment of the amount owed pursuant to the previous sentence, failing which the Supplier will be entitled to have these items stored at the Client's expense and risk, or sell them on its behalf.
- If the Client fails to fulfil any obligations – at all, properly or in good time – that arise for it from the agreement concluded with the Supplier or from an associated agreement, or if there are good grounds to fear that the Client is unable or will be unable to fulfil its contractual obligations towards the Supplier, as well as in the event of bankruptcy, suspension of payments, shutdown, liquidation or partial transfer – whether or not as security – of the Client's company, including the transfer of a significant part of its claims, the Supplier will be entitled either to suspend the performance of each of these agreements for a maximum of six months, or to terminate them entirely or in part, without being held to pay any compensation, to repayment of payments already received

due to an obligation to cancel or otherwise, or guarantee, without a notice of default and without judicial intervention, and without prejudice to any other rights to which it is entitled. The Supplier is entitled to opt for performance or full or partial termination of the agreement during the suspension. Once the suspension ends, it is obliged to opt for performance or full or partial termination of the suspended agreement(s).

- In the event of suspension pursuant to paragraph 3, the agreed price, less the instalments already paid, becomes immediately due and payable, and the Supplier will be entitled to have the raw materials, materials, parts and other items reserved, processed and manufactured for the implementation of the agreement stored at the Client's expense and risk. If the agreement is terminated pursuant to paragraph 3 – insofar as no prior suspension has taken place – the agreed price, less the instalments already paid, becomes immediately due and payable, and the Client is obliged to pay this amount and to take possession of the items included in this, failing which the Supplier is entitled to have these items stored at the Client's expense and risk, or sell them on its behalf.

Article XIII Intellectual property

- The intellectual and industrial property rights to all Products, data, technical and other information supplied to the Client (for the record, this expressly includes the ultimate client / end user) remain vested in the Supplier. The Supplier has the exclusive right to disclose, create and reproduce these Goods, data and information; the Client only has user rights for them.
- The physical documents, such as designs, drawings, technical descriptions or contract documents, given by the Supplier to the Client become the Client's property and may be used by it, taking into account the rights arising from intellectual and industrial property legislation, once the Client has fulfilled all its financial obligations towards the Supplier under the agreement.
- The Client is not permitted to reproduce, relocate or reinstall the Goods manufactured according to the Supplier's design at another user, either entirely or in part, or to resell or offer them on loan in any way, without the Supplier's express written permission; this is without prejudice to the provisions of paragraphs 5 and 6. The Supplier is entitled to attach conditions to this permission, including the payment of a fee.
- The Client's user rights to the software developed and delivered by the Supplier are non-transferable and non-exclusive. The Client may only use this software in its own company or organisation and only for use of the Goods for which the user rights have been granted. User rights may relate to a composition of Goods insofar as this has been laid down in the agreement.
- The Client is not permitted to make the software and the carriers on which it is recorded available to a third party in any way or to allow third parties to use it. The Client is not permitted to reproduce or make copies of, decompile or reverse engineer the software, unless and to the extent it is permitted by law. The Client will not alter the software other than in the context of an urgent need to correct errors. The Client will immediately inform the Supplier of this. The source code of the software, and the technical information generated during its development, will not be made available to the Client, unless otherwise agreed.
- The Supplier is the only party entitled to apply for a patent on inventions it has made during and by dint of the performance of the agreement. It may do so (solely) in its name and for its account.
- If the Supplier obtains a patent as referred to in paragraph 6, it will grant the Client user rights to that invention free of charge. The Client is not entitled in principle to transfer these user rights. The Client will ask the Supplier for permission for the specific application of these user rights. The Supplier is not entitled to refuse to grant this permission on unreasonable grounds.

Article XIV Applicable law

- This agreement and all agreements arising from it are governed by Dutch law, to the exclusion of the Vienna Sales Convention.
- Any dispute between the Supplier and the Client will be settled, at the Supplier's sole discretion, either by means of arbitration in conformity with the Arbitration Regulations of the Netherlands Arbitration Institute or by the ordinary court that has jurisdiction under the law.

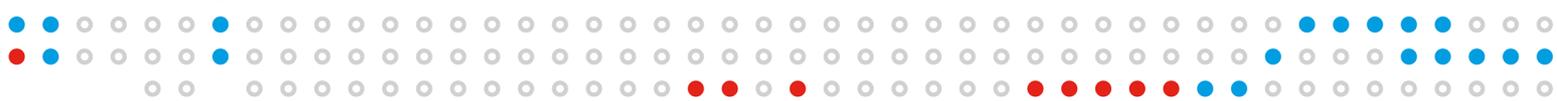




GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

Hoogendoorn Automatisering B.V.

3. The Client is obliged to choose an address in the Netherlands as the address for service for the purposes of the agreement, insofar as it does not already have its registered office in the Netherlands. If such an address is not chosen, the Client will be deemed to have chosen an address in The Hague, the Netherlands, as its address for service.





Terms of Delivery part B

SPECIFIC TERMS AND CONDITIONS FOR THE DELIVERY OF SERVICES Hoogendoorn Automatisering B.V.

In addition to the Terms of Delivery part A (General Terms and Conditions of Sale and Delivery Hoogendoorn Automatisering B.V.), the following specific terms and conditions apply to all services to be delivered (also referred to hereinafter as: 'service' of 'services') by Hoogendoorn Growth Management (referred to hereinafter as: 'Supplier'). Insofar as these terms and conditions conflict with the provisions of the Terms of Delivery part A, these terms and conditions will prevail.

Article I: Commencement date and contract period

1. In the event of services for an IIVO (Compact) process computer, the first contract for the services provided by the Supplier to the Client takes effect on the commissioning date. This contract has a term of one year. The commissioning date is the date on which the first user registers with the Supplier on the Client's behalf and activates/verifies its account by email.
2. In the event of services for an iSii (Next Generation) process computer, the contract takes effect on the date on which the contract is signed.
3. In the case of services for a labour registration system, the commencement date of the contract is the date on which the licence is activated.
4. The Supplier will send the Client an invoice for the next contract year prior to the expiry of the first contract year. The contract will be renewed after the Client has settled this invoice in good time.
5. If the Client fails to renew the contract before commencement of the new contract year, the Supplier will no longer provide the services after the expiry of the current contract year. The Supplier cannot be held liable for any damages arising from the discontinuation of the services.

Article II: Support and events

1. The Supplier will make every effort to deliver the services to the best of its ability.
2. Support by the Supplier (first-line support) can take place on site and remotely. Your Supplier's support site provides this support on working days and during office hours. Support is available 24 hours a day, 7 days a week for urgent malfunctions only.
3. The Client can submit requests for support to the Supplier's help desk based on tickets to be submitted or emails to be sent. The Supplier's help desk can be reached for this purpose using the contact details stated on www.hoogendoorn.nl.
4. To be able to provide the best possible support, a properly functioning Internet connection is required, so that the Supplier's employees and the Client's installer can communicate digitally to obtain more information about the support request or to show the Client how to perform a particular task.
5. On a regular basis, the Supplier will organise online or offline events during which information is shared about the use of systems and/or services, market developments or other specifically selected topics. The Client can only derive rights from the content or the chosen frequency of events.

Article III: Software updates

1. Software updates can be conducted periodically. These software updates are used to fix bugs in software, to improve functional operability or to enhance user friendliness. Provided that the Client has a current contract at the moment at which these software updates become available, the Client is entitled to installation of these software updates by the Supplier.
2. The Supplier only has a best-effort obligation to repair any errors in the software during the term of the contract. However, it cannot guarantee that the software will work or continue to work without interruption or errors.
3. In the case of an IIVO process computer, the Supplier performs the software updates only remotely, unless explicitly agreed on otherwise. The Supplier is not responsible for the incorrect implementation of a software update that is due to malfunctions or interruptions in Internet and other communication connections.
4. In the case of an iSii (Next Generation) process computer or a labour registration system, the Supplier can perform the software updates both on site and remotely.
5. The Supplier or its partners cannot be held responsible for damage due to settings made by the Client and/or third parties hired by the Client.
6. The Supplier or its partners are never liable for (consequential) damage to or loss or corruption of data or settings as a result of performing a software update, unless gross negligence or deliberate intent on the part of the Supplier's employees can be demonstrated. The Supplier will never be under an obligation to restore corrupted or lost data.

Article IV: Online backup

1. The 'Online backup' service is available as part of the services for the

IIVO (Compact) and iSii (Next Generation) process computers. With this service, online backups of the Client's data and/or settings can be made automatically. For the IIVO (Compact) this service is activated as standard as from the commissioning date as set out in Article I, paragraph 1. For the iSii (Next Generation) the Client should contact the Supplier's help desk to activate this service.

2. For the IIVO (Compact) process computer, the Supplier keeps the backups in an online user environment in conformity with the following standards:
 - 1 backup of 2 (two) days old;
 - 1 backup of up to 1 week old;
 - 1 backup of up to 1 month old;
 - 1 backup of 1 January of the respective year (if applicable).
 For the iSii (Next Generation) process computer the Online backup service is provided in and after consultation with the Client.
3. If the Client does not want to use this service any longer, in the case of an IIVO (Compact) process computer, the Client itself has to deactivate this service in the user environment. If the Client needs support for this, the Supplier's help desk should be notified in writing in conformity with Article II of these terms and conditions.
4. The Client is responsible for the integrity of the backup, handling any alerts that may occur and checking the availability of backups in the online user environment. The Client also remains responsible at all times for complying with all its legal administration and retention obligations.
5. The Supplier uses third-party services for the delivery of the Online backup service. The Supplier has taken all reasonable measures to guarantee the robustness of the Online backup service, using settings, alerts and monitoring. However, because third-party services are used, the Supplier cannot guarantee that the service will be error-free or uninterrupted. Except in the event of gross negligence or deliberate intent on the part of the Supplier's managers or equivalent subordinates, the Supplier cannot be held liable for damages suffered by the Client due to backups carried out or not carried out, successful or unsuccessful backups or the inability to restore the data or settings from the backup or obstacles to this.
6. By activating the automatic Online backup function, the Client agrees to store the data from the climate computer in the cloud. Under no circumstance can the Supplier be held accountable for possible data leaks or damage to or loss of data caused by these third parties.

Article V: Data security (for the IIVO (Compact) process computer)

1. With respect to the design and maintenance of the software and the provision of the services for the IIVO (Compact) process computer, the Supplier will make every effort to protect the Client's data against deliberate or unintentional destruction or corruption, change to or disclosure of that data. The Supplier will use state-of-the-art security to protect these services against unauthorised access to and abuse of the Client's data, and will regularly implement improvements, in any event when generally accepted results of published research so warrant.
2. The Supplier will only use the Client's data for its own internal purposes, such as troubleshooting and product development, and not for external commercial purposes.
3. Except in the event of gross negligence or deliberate intent on the part of the Supplier's managers or equivalent subordinates, the Supplier cannot be held responsible for the integrity of the Client's data and cannot be held liable for third-party breaches of security of this data and the damage suffered by the Client as a consequence, regardless of the nature and extent.

Article VI: Remote access and remote control (for the IIVO (Compact) process computer)

1. As part of its services, the Supplier offers the option of using remote control to operate the IIVO (Compact), on the condition that the Client has a current contract. This service applies to ten users as standard, but more users may use the service for a fee.
2. The users registered for this service can access the IIVO (Compact) and read and control data, using a so-called cloud solution.
3. The Supplier may change the content, operation or scope of the cloud solution. The Supplier may also temporarily decommission the cloud solution entirely or in part, so that it can carry out preventive, corrective or adaptive maintenance or other kinds of services. The Supplier will make every effort to keep this decommissioning to a minimum. The Supplier will send the Client and users messages in good time to notify them of any changes, maintenance or decommissioning. The Supplier is not obliged to maintain, change or add certain features or





SPECIFIC TERMS AND CONDITIONS FOR THE DELIVERY OF SERVICES

Hoogendoorn Automatisering B.V.

functionalities in the cloud solution specifically for a client. With respect to the availability of the cloud solution, the Supplier is under an obligation to make every effort to reduce any downtime to a minimum.

4. The Supplier cannot be held liable for the consequences of failure or incorrect functioning of this service due to disruptions in the Internet or other communication connections.

Article VII: Prices, invoicing and payment

1. The rates and prices in the contract are based on the Client's total software configuration (gross price).
2. Invoicing takes place once per year at the beginning of the contract year. Any changes in the software configuration will be charged in the invoice for the next contract year.
3. Unless explicitly stated otherwise in the agreement, the Supplier is entitled to index all amounts included in the contract at least once per year by a percentage that is at least equal to the consumer price index.
4. Amounts are exclusive of VAT. The payment term is 30 days upon invoice date. If the payment term is exceeded, the Client will be in default immediately.
5. If the Client is in default, the Supplier will be entitled to terminate the contractually agreed services without being held to pay or provide any form of compensation.
6. The Client is not entitled to reimbursement of amounts paid. Requests for (partial) reimbursements are not considered by the Supplier, neither if the Client does not use (or no longer uses) the services, regardless of the reason for this.

Article VIII: Suspensive conditions

1. The Supplier is not obliged to provide the agreed services and may suspend them, without being under an obligation to reimburse funds, if and as long as:
 - a. the Client does not install the software updates or refuses to provide the Supplier with the necessary information and/or support it requires for this;
 - b. there are disruptions which are the result of external conditions that prevent the system from functioning properly;
 - c. the Client does not have user rights for the system or does not have such rights any longer;
 - d. the Client uses peripheral or other equipment that is not suitable for the installation and use of the software and storage of the data or that has a detrimental impact on the functioning of the process computers;
 - e. the Client makes changes to the software, or to the SQL database where the software data is stored, without the Supplier's prior written consent;
 - f. the Client is no longer entitled to use the services due to failure to comply with any provision of the contract and/or these terms;
 - g. the Client submits an application for support to the Supplier's help desk concerning the installation or use of software that has not been delivered by the Supplier, unless the Supplier has explicitly declared the software 'suitable' for the respective configuration in a written statement.
2. The Supplier also reserves the right to send the Client an invoice for service hours worked based on the rates applicable at the time if it is clear that a disruption was not caused by the Products supplied by the Supplier.

Article IX: Use of third-party services

1. For the benefit of the services, the Supplier also purchases third-party services, such as weather forecasts. The Supplier will take all reasonable measures to ensure the accuracy and timely delivery of the services by these third parties but cannot guarantee to the Client that these services will be error-free or uninterrupted.
2. In the specific case of weather forecasts, the Client acknowledges the inherent uncertainty in weather and rainfall forecasts and accepts that the Supplier does not guarantee the accuracy of weather and rainfall forecasts. The Supplier hereby disclaims all liability resulting from inaccuracy in a weather and rainfall forecast.
3. The purchase of these services in no way constitutes a recommendation or advice on the part of the Supplier regarding following or not following any particular course of action.
4. Specifically with respect to IIVO (Compact) process computer:

- a. In addition to the Supplier's purchase of third-party services, the Client is also allowed to purchase services directly from third parties for the benefit of the IIVO (Compact) process computer.
 - b. If the Client opts for using these third-party services and if access to the software of the IIVO (Compact) process computer is required for these services, this access will be at the Client's expense and risk. The Supplier is under no obligation to cooperate in providing access to the hardware and/or software and is not liable for any form of damage suffered by the Client due to the services that are or have been delivered by these third parties. The Client is fully independently responsible for determining the suitability of these services for the use the Client wants to make of them.
5. With respect to the use of third-party services, regardless of whether these have been purchased by the Supplier or by the Client directly, the Client indemnifies the Supplier against all liability for any form of damage suffered by the Client or third parties due to errors or disruptions in network connections and/or end-to-end connectivity via the Internet and/or performance problems experienced on the Internet or other networks that are beyond the Supplier's direct control.
 6. The Supplier is never under the obligation towards the Client to provide more than what it itself is able to claim from the supplier of the respective service.

