GENERAL TERMS & CONDITIONS

Company : Mavim B.V.

Certificate of Conformity : 52751406

GENERAL PROVISIONS

ARTICLE 1. DEFINITIONS

The following definitions are used in these generalconditions:

1.1 *Access Resources:* the resources such as a token or a combination of access code and with a username, by which access can be obtained to the Portal, the server and the Application(s) and/or Storage capacity.

1.2 *Agreement:* the agreement concluded between Mavim and Customer for the delivery of (Cloud) Services and Products with all the relevant Appendices. In the event that the provisions of these general conditions differ from the Appendices, the provisions of the agreement will prevail.

1.3 *Application(s):* the software modules made available by Mavim, as specified in the Agreement, including the underlying databases and development platforms with the corresponding data collection(s) and the relevant documentation.

1.4 *Availability:* the period that the Customer has the Application actually at his disposal by means of the Cloud Services.

1.5 *Cloud Service:* making and keeping available by Mavim of the Application(s), and/or Infrastructure and/or Platform facilities for the Customer on a Server for payment.

1.6 *General Conditions:* these general conditions of Mavim.

1.7 *Interface:* a Tool being a communication link between the Cloud Services and systems within the domain of the Customer and the domain of Mavim.

1.8 *Personal data:* any information relating to a direct or indirect identified or identifiable natural person, such as the user or the employees of the Customer, which is processed when using the cloud Service.

1.9 *Portal:* the Internet site where the Customer and the User can use the Cloud Services and can request modifications.

1.10 *Server:* a computer or a group of computers belonging together and related hardware ("Cloud") managed by or for Mavim, with webserver equipment, the Application(s), supporting software and/or database software, which is accessible via the Internet.

1.11 *Service:* maintenance and support of the Applications provided by Mavim to the Customer.

1.12 *SLA:* the Service Level Agreement, on the basis of which the Services are performed by Mavim.

1.13 *Third-Party Products:* all products and services provided by Mavim originating from third parties.

1.14 *Tools:* the tools to be installed by the User on his computer in order to be able to use the Application.

1.15 *User:* a natural person who has been authorized by the Customer to use available Application(s) and/or storage capacity via the Portal or otherwise.

ARTICLE 2. SCOPE OF APPLICATION

2.1 These General Conditions apply to any and all offers and/or provision/delivery of Services and products of Mavim, unless otherwise agreed in writing.

2.2 Purchase conditions or other conditions of the Customer, if any, do not apply and the applicability thereof is rejected, unless otherwise agreed in writing. If purchase conditions or other conditions of the Customer are applicable, the articles from the general conditions of Mavim will prevail.

2.3 Only the conditions of the third-party supplier in question apply to Third-Party Products.

2.4 Mavim is at all times entitled to make modifications or to add further provisions to the General Conditions. The amended General Conditions of Mavim will be sent to the Customer and will apply within 30 (thirty) days after dispatch, unless the Customer lodges a written objection thereto. In case no agreement can be reached after objection, the customer may terminate the agreement immediately.

ARTICLE 3. PROVISION OF SERVICESGENERAL

3.1 Mavim performs its Services on the basis of an obligation to perform to the best of its ability, unless a result has been stipulated in concrete terms in the Agreement.

3.2 In order to allow a proper performance of the Agreement by Mavim, the Customer will always in good time provide all data and information reasonably required by Mavim.

3.3 The Customer warrants the correctness and completeness of the data, the information, designs and specifications provided by him to Mavim.

3.4 Mavim makes a reasonable effort to observe as far as possible the (delivery) deadlines and/or dates or dates of completion specified by Mavim or agreed on between the parties. The agreed interim dates or dates of completion are target dates, they do not have a binding effect on Mavim and they are for information purposes only.

3.5 If it is likely that a term will be exceeded, Mavim and the Customer will hold consultations to discuss the consequences of this failure to meet the deadline for the future planning.

ARTICLE 4. DESCRIPTION OF CLOUD SERVICE

4.1 The Cloud Service to be delivered by Mavim comprises the following:

a) making the Application(s)/Infrastructure/Platform facilities specified in the Agreement available to the Customer;

b) providing the Customer with the right to use the Application via the Portal in accordance with the provisions of the Agreement;

c) granting a right of use for the Interface;

d) rendering support to the Users as described in further detail in the SLA;

e) providing additional services by Mavim to the Customer on request.

4.2 The functionality of the current version of the Application will be described in user documentation available on the Portal in electronic form.

4.3 Mavim is not obliged to have a backup center or other backup facilities at its disposal for the performance of the Cloud Services.

4.4 Mavim is not obliged to make back-ups of data stored by the Customer when using the Cloud Services, unless this has been otherwise agreed in writing.

ARTICLE 5. AVAILABILITY AND ADAPTION OF CLOUD SERVICE

5.1 Mavim will endeavor to make the agreed Cloud Service function properly and will aim at the highest possible availability, quality and security of the Cloud Service and as a minimum in accordance with the service levels in the SLA. However, Mavim does not guarantee that the Cloud Service will function without any errors, failures or interruptions.

5.2 Mavim reserves the right to make interim changes to the technical and functional features of the Cloud Service in order to improve its functionality and to rectify errors, if any, or to comply with the applicable laws and regulations.

5.3 Subject to clause 5.1, Mavim makes an effort to detect and rectify errors, if any. However, Mavim cannot guarantee that all errors will be rectified.

5.4 Mavim reserves the right to take the Cloud Service temporarily out of service for the purpose of maintenance, modification or improvement of the computer systems of Mavim. Mavim will see to it that such an interruption of service will take place outside Customer's business hours as far as possible and will inform the Customer in good time in advance of the planned taking out of service. Such an announced interruption of service of the Cloud Service is under no circumstances to be considered as a failure on the part of Mavim to comply with its obligations with respect to the Customer.

ARTICLE 6. TOOLS

6.1 The Customer is responsible for the availability and functioning of the Tools necessary for the access to and the use of the Cloud Services, including the used (peripheral) equipment and software, auxiliary applications, configuration and Internet connection to be used by the Customer, which meet the technical and functional specifications specified by Mavim.

6.2 Additional (license) conditions (of third parties) may apply to the use of the auxiliary applications. Mavim does not guarantee the full functionality of the auxiliary applications used by the Customer.

ARTICLE 7. ACCESS TO THE CLOUD SERVICE

7.1 The Customer is responsible for all usages, with or without his permission, of the Cloud Service and of the Access Resources made available to the Customer. Mavim is not liable for damage/loss on the part of the Customer and/or third parties which has been caused by unauthorized use of the Access Resources.

7.2 The Access Resources provided are nontransferable, strictly private and only intended for use within the Customer's organization. The Customer will exercise due care with regard to the use of the Access Resources and keep these secret from third parties.

7.3 Mavim may change the Access Resources as it sees fit and will inform the Customer thereof in good time.

7.4 The Customer will inform Mavim without delay if unauthorized use is made of the Access Resources or if the Customer may reasonably suspect that such is the case.

7.5 The Customer may request Mavim to block the Access Resources. Mavim is also at all times entitled to temporarily block Access Resources at its own discretion if Mavim is aware that unauthorized use is made of the Access Resources. In that case Mavim is not liable for damage/loss on the part of the Customer and/or third parties which is caused by blocking of the Access Resources.

ARTICLE 8. USE OF THE CLOUD SERVICE

8.1 When using the Cloud Service, the Customer warrants in any case that he and the User(s), in so far as relevant, comply with the following rules:

a) the Customer will provide for the protection of the (peripheral) equipment, software, infrastructure and Internet connection against viruses, computer crime and (other) unlawful use by the User(s) or third parties;

b) the Customer and/or User will not carry out acts or arrange for acts to be carried out which may cause

failures in the Cloud Service, (computer) networks or infrastructures (of other users) or in respect of which a nuisance, limited use or unforeseen use (for other users) can be caused;

c) the Customer and/or User will not misuse Access Resources or penetrate or try to penetrate the Cloud Service;

d) without prior express permission in writing of Mavim, the Customer and/or User will not disclose, reproduce or otherwise use information and data provided by Mavim in the context of the Cloud Service, unless the information and data are intended to be used in the internal business operations of the Customer.

8.2 If the Customer and/or User(s) acts contrary to one or more of the aforementioned rules, the Customer will be obliged to follow the reasonable instructions given by Mavim in that connection or cause these instructions to be followed by the User(s).

8.3 After investigation and discussion with customer, Mavim may hinder the Access to the Cloud Services by taking Access Resources out of service or by suspending the provision of services if Mavim has a strong suspicion that these are used contrary to the provisions of this Agreement. The obligation to pay continues to exist during the time that the Cloud Service is taken out of service.

ARTICLE 9. APPLICATIONS OF THIRD PARTIES

9.1 If and in so far as Mavim in the performance of its services makes Applications or other software of third parties available to the Customer, instead of the stipulations between Mavim and the Customer, the conditions of those third parties apply as far as those Applications and/or other software is concerned. The Customer accepts the conditions of third parties referred to.

9.2 If and in so far as the conditions of third parties referred to are considered not to be applicable or are declared to be inapplicable in the relationship between the Customer and Mavim for whatever reason, the stipulations between Mavim and the Customer on the use of software will apply.

9.3 Mavim can never be held liable with regard to the use and the maintenance of the Application of third parties for more than or contrary to what applies in the relationship between Mavim and its supplier in question of that Application.

ARTICLE 10. USE UNDER A LICENSE OF APPLICATION AND INTERFACE

10.1 Mavim grants to the Customer the nonexclusive and nontransferable right of use of the Application(s) and Interface, and the relevant documentation for the duration of the agreement.

10.2 The right of use of the Application(s) is limited to the exclusive employment for one's own use of the Application(s) for the number of specified users agreed on with Mavim. If this number of specified users is exceeded, the Customer is obliged to inform Mavim thereof.

10.3 The right of use for Application(s) is limited to the object code. Rights to and the source code itself are not provided, unless expressly otherwise agreed in writing.

10.4 The Customer is not allowed to copy, duplicate or modify the Application(s) himself and/or through third parties in whatever way, without having received the prior permission from Mavim to do so.

10.5 The right of use to the Application(s) is nontransferable to third parties (third parties also include parent companies, sister companies and/or subsidiaries of the Customer).

10.6 Without written permission of Mavim, the Customer is not entitled under whatever title or in whatever way to make the Application(s) available to third parties (third parties also include parent companies, sister companies and/or subsidiaries of the Customer).

10.7 The right of use commences after payment has taken place by the Customer and after the other obligations to which the Customer is subject have been complied with.

10.8 Mavim is entitled to incorporate technical limitations and control mechanism in the Application(s) in order to prevent and/or to check that the actual number of specified users and/or the duration of the license does not exceed the agreed number of specified users and/or the agreed duration.

ARTICLE 11. REMUNERATION AND PAYMENT

11.1 The remuneration to be paid for the products and services are incorporated in the Agreement.

11.2 The remunerations specified in the Agreement (including Appendices) and the remunerations otherwise discussed by the Parties during the term of the Agreement are expressed in euros and are exclusive of turnover tax and other government levies.

11.3 Mavim is entitled to change the agreed remunerations on a regular basis, including the right to adjust the prices and rates once per contract year, but only up to a maximum equivalent to the inflation rate published by the Netherlands Central Bureau of Statistics. Mavim will inform the Customer at least two months in advance in writing of rate changes. If the Customer does not agree to a price change, the Customer is only entitled to terminate the agreement as from the date that the price change will be in effect if the total price increase during 1 (one) year exceeds the inflation rate reported by the Netherlands Central Bureau of Statistics of the current year (or the previous year for price increases announced for the next year).

11.4 Mavim will invoice the agreed remuneration to the Customer in advance on a monthly basis. The final date of the payment term of an invoice is 14 days of the date of an undisputed invoice. After expiry of the payment term, an interest rate of 2% per annum is payable as well as reasonable remuneration of the extrajudicial costs incurred by Mavim in connection with the collection of the invoice in question. In case of disputes the customer can challenge the invoice by sending an email to the account manager. During the handling of the dispute the invoice will be frozen.

ARTICLE 12. SUSPENSION

12.1 Seven days after a prior demand or notice of default, Mavim is entitled to discontinue its provision of services, wholly or in part, including the access to the Cloud Service if the Customer fails to comply with any obligation arising from this Agreement.

ARTICLE 13. INTELLECTUAL PROPERTY RIGHTS

13.1 All rights of intellectual property to all Applications, Interfaces, other software, documentation and other materials developed or made available in the context of the Agreement in which any form of intellectual property may be vested, rest exclusively with Mavim or its licensors.

13.2 The Customer only acquires the nonexclusive rights of use and entitlements as assigned in the Agreement or otherwise expressly granted in writing. The Customer may not otherwise reproduce or publish the Applications, Interfaces, other software, documentation and other materials developed or made available for the purposes of the services provided by Mavim. The Customer is not allowed to remove or to modify any notice pertaining to copyrights, brands, trade names or other rights of intellectual property from Applications, Interfaces, other software, documentation and other materials developed or made available in the context of the Cloud Services, including notices pertaining to the confidential nature and secrecy of the materials.

13.3 Mavim is allowed to take technical measures for the protection of the Applications, Interfaces, other software, documentation and other materials developed and made available in the context of the Cloud Services.

ARTICLE 14. CONFIDENTIALITY

14.1 The Customer and Mavim ensure that any and all data received from the other Party, of which it is known or should reasonably be known that these are confidential, remain subject to secrecy. The Party receiving confidential data will only use these for the purpose for which these were provided. Data will in any way be treated as confidential if these have been specified as such by one of the Parties. Examples of

data are invoicing details and details to provide support. E.g. names, email addresses, bank account details.

14.2 The Parties undertake to use the information referred to in paragraph 1 hereinabove only for the performance of the Agreement.

14.3 The Parties undertake to impose the same obligations on persons who have been engaged by them in the performance of this Agreement as incorporated hereinabove.

14.4 The above-mentioned duties of confidentiality remain in force during the term of the Agreement and until two years after its termination.

ARTICLE 15. DATA

15.1 The Customer remains the party entitled to the data stored, processed, incorporated or otherwise entered using the Cloud Service. 15.2 The Customer and his Users decide for themselves which data are stored, processed or otherwise entered using the Cloud Service. Mavim has no knowledge of these data.

ARTICLE 16. PROCESSING OF PERSONAL DATA

16.1 If Mavim processes personal data in the context of the performance of the Agreement, Mavim and the Customer will enter into a data processing agreement.

ARTICLE 17. LIABILITY AND INDEMNIFICATION

17.1 The total liability of Mavim to the Customer due to an attributable failure to perform this Agreement or by any other reason is for the term of this Agreement per occurrence limited to compensation for direct loss up to the amount not exceeding the total of the remunerations (exclusive of Dutch VAT) paid by the Customer in the twelve months prior to the loss- causing fact pursuant to this Agreement, up to a maximum of € 50.000.- .

17.2 The liability of Mavim for indirect loss, including lost profits, lost savings, reduced goodwill, loss due to business interruption, and loss ensuing from claims on the part of the Customer is excluded. Excluded is also the liability of Mavim due to disabled, destroyed or lost files, data, documents and other information carriers of the Customer.

17.3 The aforementioned exclusions and limitations of the liability of Mavim do not apply in case the loss has been caused by intent or gross negligence on the part of the company management of Mavim and employees and third parties hired by Mavim.

17.4 Unless performance has been rendered permanently impossible by Mavim, the liability of Mavim will only

arise due to an attributable failure to perform an Agreement if the Customer gives Mavim written notice of default without delay, and if a reasonable term is set in which the failure in the performance can be remedied, and Mavim continues to fail to comply with its obligations. The notice of default must include a full and detailed description of the alleged failure, so that Mavim is actually provided with the opportunity to respond adequately to the notice of default.

17.5 A claim for compensation cannot be considered unless written notice has been given by the Customer to Mavim as soon as possible. All claims for compensation against Mavim will be barred by the mere expiry of a period of 6 months after the inception of the claim.

ARTICLE 18. FORCE MAJEURE

18.1 None of the Parties is obliged to comply with any obligation, including any warranty obligation agreed between the Parties if a Party is prevented to do so as a result of force majeure. The term 'force majeure' is also taken to mean the fact that the Agreement cannot be performed due to power failure and failure of the Internet, computer network or telecommunications facilities, in so far as Mavim did not have any influence thereon.

18.2 If a situation of force majeure lasts longer than 90 days, each of the Parties is entitled to immediately terminate the Agreement in writing. The performance already delivered under the Agreement will in that case be settled pro rata, without the Parties being obliged to pay each other any amount with respect to the rest.

ARTICLE 19. DURATION AND TERMINATION

19.1 The Agreement is entered into for the agreed duration. If no term has been agreed, the Agreement has a term of 1 year. The Agreement will each time be extended automatically by the duration of one year, unless the Customer or Mavim terminated this Agreement in writing by registered letter subject to three months' notice before the end of the period in question.

19.2 Either Party is entitled to terminate the Agreement due to an attributable failure to perform the Agreement if the other Party is in breach of essential obligations arising from the Agreement. Termination is only possible after a full and detailed written notice of default in which a reasonable term is set in which the breach can be remedied. Any payment obligation on the part of the Customer is always to be considered as essential obligations arising from the Agreement.

19.3 Upon termination of the Agreement, the performance already rendered in execution of the Agreement will not be undone, unless the Customer proves that Mavim is in default as regards an essential part of that performance. In that case the value of the performance already rendered by Mavim for the Customer (subject to proof to the

contrary) will be assessed to be equivalent to the value of the remunerations which have been paid already. Amounts invoiced by Mavim before the termination in connection with all that Mavim has already performed or delivered properly in execution of the Agreement remain fully due subject to the provisions set out in the preceding sentence and will become immediately due and payable upon termination.

19.4 Without prejudice to article 19.2 and 19.5, the Customer is not entitled to terminate this Agreement before the end of the term.

19.5 Either Party may terminate the Agreement, wholly or in part, with immediate effect in writing without notice of default being required if with respect to the other Party a petition in bankruptcy is filed, or if the company of the other Party will be winded up or terminated, with the exception of a restructuring of companies. In the event of bankruptcy of the Customer the right of use of the Cloud Services and the Interface will lapse.

ARTICLE 20. CONSEQUENCES OF TERMINATION

20.1 In case of termination of the Agreement, the Parties will cooperate in good faith in rendering any support required by the Customer with the remigration of the data entered when using the Cloud Services and with the transfer to the Customer or to a third party to be designated by the Customer during this "remigration period". The continuity of the availability of the data and services are the key element. The Parties will hold consultations about the extent of the effort to be made by Mavim. The costs incurred by Mavim in connection with the remigration of the services will be charged from the Customer on the basis of actual costs.

20.2 After termination of the Agreement, the Customer may submit a request for a once-only supply of the data entered when using the Cloud Services. Mavim will make the data available to the Customer in a standard size so that these data can be reasonably processed by the Customer. Mavim is not subject to a (statutory) retention period for the data and information entered by the Customer. In the event that, after the termination of the Agreement, the Customer has failed to indicate forthwith that he requires the aforementioned transfer of the data, Mavim is entitled, without giving prior notice, to immediately remove from the Server data which are stored, processed, incorporated or otherwise entered by means of the Cloud Service and to destroy these data.

ARTICLE 21. DISPUTES AND APPLICABLE LAW

21.1 The Agreement is governed by Dutch law.

21.2 Any dispute between the Parties will be submitted to the competent Court in The Hague. The Parties may

jointly decide to settle a dispute by way of arbitration or mediation.

ARTICLE 22. OTHER STIPULATIONS

22.1 The version of any communication received or stored by Mavim is to be considered as authentic (including logfiles), subject to proof to the contrary to be produced by the Customer.

22.2 The Parties are not entitled to transfer the rights and obligations arising from this Agreement to a third party without written permission of the other Party. The other Party will not withhold permission without reasonable grounds; however, the other Party is entitled to make granting this permission subject to reasonable conditions.

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