

GENERAL TERMS AND CONDITIONS

CONCLUSION B.V.

I. GENERAL CONDITIONS

1. Applicability

1.1. These general terms and conditions apply to all offers of the private limited company Conclusion B.V. or one of its operating companies and to all contracts that are entered into by Conclusion B.V. or one of its operating companies with the other party. In these general terms and conditions Conclusion B.V. or the relevant operating company shall hereinafter be referred to as: "Contractor". The other party shall hereinafter be referred to as: "Client".

12. These general terms and conditions consist of general conditions and the following special conditions:

- II Conditions for consultancy and projects
- III Development, use and maintenance of software
- IV Software-as-a-Service (SaaS)
- V AI applications
- VI Sale and maintenance of software

13. In case of conflict of a provision of these general conditions with any special condition, the special condition shall prevail. In case of conflict of a provision of these general conditions with any provision of a contract specifically made between the parties, the more specific provision included in the relevant contract shall always prevail.

14. Deviations from these general conditions are only valid, insofar as agreed between Client and Contractor in writing.

15. Client's general conditions are excluded, unless explicitly accepted by Contractor in writing.

16. The general terms and conditions are drafted in the Dutch and English language. In case of differences in interpretation between the English and Dutch versions of the text, the original Dutch version shall prevail.

2. Entering into of contracts

21. All offers and other communications of Contractor are without commitment, unless otherwise indicated by Contractor in writing. Client guarantees the accuracy and completeness of the information provided to Contractor by or on behalf of Client, on which Contractor bases its offer, with the exception of obvious typing errors.

22. Unless otherwise stated in the offer, Contractor's offers are always valid for a period of 14 days after their date.

3. Duration and Performance of the contract

31. If and insofar as the contract between the parties is a long-term contract, the contract is entered into for the agreed duration. If no time period is agreed, the duration of the contract shall be one year.

32. The duration of a fixed-term contract shall always be tacitly extended for the term of the originally agreed period by a maximum of 1 year, unless Client or Contractor terminates the contract in writing subject to a notice period of three months before the end of the time period in question.

33. Contractor shall use its best endeavours to perform the services with care, where relevant in accordance with the agreements and procedures agreed with Client in writing. All services of Contractor shall be provided based on a best endeavours obligation, unless and insofar as in the written contract Contractor has explicitly committed to provide a result and the relevant result is sufficiently specifically described in the contract.

34. Contractor is not obliged to follow Client's instructions when providing its services, in particular not if this relates to instructions that change or supplement the content or scope of the agreed services. However, if such instructions are followed, the relevant work shall be compensated in accordance with Contractor's usual rates.

4. Time period for performance

41. Contractor shall use reasonable endeavours to take account as much as possible of the (delivery) time periods and/or (completion) dates, whether or not these are latest time periods or dates, stated by Contractor or agreed between the parties. Interim (completion) dates mentioned by Contractor or agreed between the parties shall always be deemed target dates, shall not bind Contractor and always have an indicative character.

42. In all cases - therefore including if the parties have agreed a latest (delivery) time period or (completion) date - Contractor shall only be in default after Client has given Contractor written notice of default, whereby Client shall give Contractor a reasonable period of time to rectify the default (in relation to what has been agreed) and this reasonable period of time has expired. The notice of default shall contain as complete and detailed a description of the default as possible, so that Contractor has the opportunity to respond adequately.

43. If it has been agreed that the performance of the agreed work shall take place in phases, Contractor is entitled to postpone the start of the work that belongs to

a phase until Client has approved the results of the preceding phase in writing.

44. Contractor is not bound by a (delivery) time period or (completion) date, whether or not it is a latest time period or date for delivery or completion, if the parties have agreed a change to the content or scope of the contract (additional work, change in specifications, etc.) or a change in the approach to the performance of the contract, or if Client does not perform its obligations arising from the contract, does not perform them in a timely manner or does not perform them in full. The fact that (a need for) additional work occurs during the performance of the contract is never a ground for Client to terminate or cancel the contract.

5. Reporting

51. Contractor shall periodically inform Client on Client's request and in the manner agreed in writing of the execution of the work. Client shall notify Contractor in writing in advance of circumstances that are or can be relevant for Contractor, such as the manner of reporting, the questions to which Client wishes to draw attention, priorities of Client, availability of Client's resources and personnel and special facts or circumstances or facts and circumstances of which Contractor might not be aware. Client shall see to the further distribution and perusal of the information provided by Contractor within Client's organisation and shall assess this information partly on that basis and notify Contractor thereof.

6. Cooperation by Client

61. Client shall always provide Contractor in a timely manner with all details or information that are useful and necessary for proper performance of the contract, including providing access to Client's premises. Client guarantees the accuracy, completeness and reliability of all information and documents made available to Contractor. This also applies if the information and documents derive from third parties. If Client puts its own personnel to work in the framework of cooperating with the performance of the contract, this personnel shall possess the necessary knowledge, experience, capacity and quality.

62. Client is bound to immediately inform Contractor of facts and circumstances that can be of importance for the performance of the contract.

63. Client bears the risk of the selection, use and application in its organisation of the equipment, software, websites, databases and other products and materials and of the services to be provided by Contractor, and is also responsible for the inspection and security procedures and adequate system management.

64. If Client makes software, websites, materials, databases or information available to Contractor on an information carrier, they shall comply with the specifications prescribed by Contractor.

65. If Client does not make the information, equipment, software or employees necessary for the performance of the contract available to Contractor or does not make such available in a timely manner or in accordance with the agreements or if Client does not perform its obligations in some other way, Contractor has the right to suspend the performance of the contract in whole or in part and has the right to charge the costs arising as a consequence thereof at Contractor's usual rates, without prejudice to Contractor's right to exercise any other legal right.

66. In the event employees of Contractor carry out work at Client's location, Client shall provide facilities that are reasonably desired by said employees. The work area and facilities shall meet all applicable (legal) requirements and regulations concerning working conditions. Client indemnifies Contractor against claims of third parties, including employees of Contractor, who suffer damage in connection with the performance of the contract which is the result of acts or omissions of Client or of unsafe situations in Client's organisation. Client shall notify the employees of Contractor to be put to work for Client of the house and security rules within Client's organisation in a timely manner.

7. Engaging of third parties

71. If for the performance of the work by Contractor it is necessary to engage third parties, which third parties have not been explicitly agreed in the contract beforehand, Contractor shall, insofar as reasonably possible, have prior consultation with Client on the matter. Contractor is at all times entitled to engage operating companies affiliated with Conclusion Group B.V. in the performance of the contract.

72. Client is bound to reimburse the costs of these third parties itself. Insofar as possible, Contractor shall ensure that the invoices of these third parties are sent directly to Client.

73. Contractor is in no way liable for any shortcoming of these third parties if they have been engaged on Client's request.

8. Prices

81. Contractor shall charge Client a price based on hourly rates or a fixed amount for the services to be provided or the goods to be delivered. This shall be recorded in writing. Contractor is nevertheless entitled, after written notice to Client, to modify its prices. In addition to the agreed price, the costs that Contractor makes to carry out the work are eligible for reimbursement.

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82.	Unless otherwise agreed, Contractor's applicable prices are always exclusive of turnover tax (VAT) and other product- or service-specific charges imposed by a public authority. All prices stated by Contractor are in euros and Client must pay in euros.	112.	If Contract is to transfer copyrights or other intellectual property rights to Client in the framework of any contract with Client, Contractor shall retain title thereto until Client has performed all obligations under the contract and under previous and subsequent contracts with Contractor.
83.	Hours or days on which no work can be carried out as a result of causes based in Client's organisation or which are otherwise attributable to Client, shall be charged to Client as if they were hours worked.	113.	If Client at any time defaults on the performance of any obligation to Contractor under any contract with Client, Client is bound to make all goods and intangible goods in respect of which Contractor has a retention of title available to Contractor. Client hereby authorises Contractor in advance to access Client's premises and sites in order to remove goods and intangible goods, or have such removed, in respect of which Contractor has a retention of title.
84.	The price is based on a working day from 8:00 to 18:00 for work carried out within the Netherlands. For overtime and work on Saturdays, Sundays and public holidays, Contractor shall be owed a supplement on the agreed price. Contractor shall charge the supplements based on the arrangement applied by Client, or based on a price agreed between the parties.	12.	Intellectual property rights and other property rights
85.	If due to late delivery or non-delivery of complete, proper and clear information or materials or a changed or incorrect assignment Contractor is forced to carry out more or other work, this work shall be charged separately, based on prices to be agreed or based on the usual prices applied by Contractor.	121.	All intellectual and industrial property rights relating to the software, websites, databases, equipment or other materials such as analyses, designs, documentation, reports, offers, as well as preparatory material thereof, belong exclusively to Contractor, its licensors or its suppliers. Client only acquires the rights of use that are explicitly granted in these conditions and the law. Any other or more comprehensive right of Client to reproduce software, websites, databases or other materials is excluded. A right of use to which Client is entitled is non-exclusive and may not be transferred to third parties.
86.	If the pricing is in any way made dependent on facts or circumstances that must appear from Client's records, after a statement provided by Client, Contractor has the right to have Client's records inspected by a chartered accountant. If this inspection shows that Client's statement does not correspond with the actual course of affairs, the costs of this inspection shall be at Client's expense, without Contractor losing any rights.	122.	If, in deviation from article 12.1, Contractor is willing to undertake to transfer an intellectual or industrial property right, such obligation can only be entered into in writing and explicitly. If the parties have explicitly agreed in writing that intellectual or industrial property rights relating to software, websites, databases, equipment or other materials developed specifically for Client, shall pass to Client, this is without prejudice to Contractor's right to apply and exploit the components, general principles, ideas, designs, documentation, works, programming languages and the like that form the basis of that development, without any restriction, for other purposes, either for itself or for third parties. Nor shall a transfer of intellectual or industrial property rights affect Contractor's right to engage in developments on behalf of Contractor itself or on behalf of third parties that are similar to those which have been or will be carried out on behalf of Client.
87.	With regard to the services and/or work performed by Contractor and the sums that Client owes for the services and/or work, the information in Contractor's records shall constitute full evidence, without prejudice to Client's right to provide evidence to the contrary.	123.	Client is not permitted to remove or change any indication concerning the confidential nature or relevant copyrights, marks, trade names or other intellectual or industrial property rights from the software, websites, databases, equipment or materials.
88.	Client cannot derive any rights or expectations from a pre-calculation or estimate provided by Contractor, unless the parties have agreed otherwise in writing. A budget announced by Client shall only apply if a (fixed) price has been agreed between the parties if this has been explicitly agreed in writing.	124.	Contractor is permitted to take technical measures to protect the software or with an eye on agreed limitations in the duration of the right to use the software. Client is not permitted to remove or avoid such a technical measure. If security measures result in Client not having a spare copy of software, if so requested Contractor shall make a spare copy available to Client.
9.	Payment	125.	Unless Contractor makes a spare copy of the software available to Client, Client may make one spare copy of the software, which may only be used to protect against involuntary loss of possession or damage. Installation of the spare copy shall only occur after involuntary loss of possession or damage. A spare copy shall have the same labels and copyright markings as those that are present on the original copy (see article 12.3).
91.	Payment by Client shall always be made within 30 days after the invoice date.	126.	Subject to the other provisions of these general terms and conditions, Client is entitled to rectify errors in software made available to Client if this is necessary for the use for which the software is intended. Where these general terms and conditions speak of 'errors', this means substantially not satisfying the functional or technical specifications that Contractor has stated in writing and, in case of customised software and websites, the functional or technical specifications explicitly agreed between the parties in writing. There shall only be an error if Client can demonstrate such and if the error can be reproduced. Client is bound to immediately report errors to Contractor.
92.	The parties exclude any option for Client to set off invoice amounts owed to Contractor against claims Client believes it has on Contractor. Client's right to suspend payment of any amount it owes Contractor is also excluded.	127.	Contractor indemnifies Client against every legal claim of a third party which is based on the allegation that software, websites, databases, equipment or other materials developed by Contractor itself, infringe an intellectual or industrial property right that is in effect in the Netherlands, on the condition that Client immediately inform Contractor in writing of the existence and the content of the legal claim and leaves the handling of the matter, including agreeing any settlements, up to Contractor. Client shall provide Contractor with the necessary powers of attorney, information and cooperation to, if necessary in Client's name, present a defence against these legal claims. This obligation of indemnification shall lapse if the alleged infringement is connected (i) with materials made available to Contractor by Client for use, processing, working or incorporation, or (ii) with changes that Client has made or instructed third parties to make in the software, website, databases, equipment or other materials. If it has been irrevocably judicially established that the software, websites, databases, equipment or other materials developed by Contractor itself infringe any intellectual or industrial property right of a third party or if in Contractor's opinion there is a reasonable chance that such infringement could occur, Contractor shall if possible ensure that Client can continue using the delivered, or functionally equivalent other software, websites, databases, equipment or the relevant other materials without disruption, e.g. by modification of the
93.	In case of late payment, Client owes Contractor the statutory commercial interest rate per month or part of a month over all amounts in arrears, with a minimum of EUR 250 (two hundred and fifty euros).		
94.	If despite repeated reminders Client continues to default on any payment and Contractor for that reason has to hand over collection of the debt to a third party, Client shall owe extrajudicial collection costs equal to 15% of the amounts in arrears.		
95.	If Client defaults on the payment of outstanding invoices for longer than 1 month, Contractor is entitled to suspend all work that Contractor or operating companies affiliated with Contractor are carrying out on behalf of Client.		
10.	Objections		
101.	Contractor must be notified of objections relating to the work carried out by Contractor and/or the invoice amount in writing within 30 days after the work has been carried out, after the dispatch date of the invoice, documents or information to which Client's objections relate, or within 30 days after the defect is discovered if Client demonstrates that it could not reasonably have discovered the defect earlier. Objections shall not suspend Client's payment obligation.		
102.	In case of a well-founded objection (in the Contractor's opinion), Contractor has the choice between modifying the invoices charged, rectifying or carrying out the rejected work again free of charge or not performing or not continuing to perform the assignment in whole or in part with repayment proportional to the invoices already paid.		
11.	Retention of title		
11.1.	Contractor retains title to all goods that it delivers to Client in the framework of a contract with Client, until Client has performed all its financial obligations to Contractor under the contract in question and under previous and subsequent contracts with Contractor in full. Even then Contractor remains the party entitled to all intangible goods that it is to transfer in the framework of any contract with Client, as long as Client has not performed all its obligations under the contract in question and under previous and subsequent contracts with Contractor.		

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infringing parts or by acquiring a right of use on behalf of Client. If Contractor, in Contractor's exclusive opinion, cannot or cannot other than in a manner that is (financially) unreasonably onerous for Contractor, bring about that Client can continue using what has been delivered without disruption, Contractor shall take back what has been delivered, giving a credit note for the acquisition costs, after deduction of a reasonable fee for use. Contractor shall not make its choice in this respect until after consultation with Client. Any other or more extensive liability or indemnification obligation of Contractor for breach of intellectual or industrial property rights of a third party is fully excluded, including liability and indemnification obligations of Contractor for infringements that are caused by the use of the delivered software, websites, databases, equipment and/or materials (i) in a form modified by Contractor, (ii) in conjunction with goods or software that have not been delivered or provided by Contractor or (iii) in another manner than that for which the equipment, software, websites, databases and/or other materials have been developed or are intended.

128. Client guarantees that there are no rights of third parties that cannot be reconciled with the making available to Contractor of equipment, software, material intended for websites (pictorial material, text, music, domain names, logos, etc.), databases, or other materials, including design material, for the purpose of use, processing, installation or incorporation (e.g. in a website). Client indemnifies Contractor against any action that is based on the allegation that such availability, use, processing, installation or incorporation infringes any right of third parties.

129. Unless otherwise agreed, the assignment does not include carrying out an investigation into the existence of patents, mark rights, design rights, copyrights and portrait rights of third parties. The same applies to a possible investigation into the possibility of such forms of protection for Client.

13. Security

131. If Contractor is bound on the basis of the contract to provide for a form of information security, this security shall correspond with the specifications agreed between the parties in writing with regard to security. Contractor does not guarantee that the information security shall be effective under all circumstances. If the contract does not provide for an explicitly described manner of security, the security shall satisfy a level that, in view of the state of the art, the implementation costs, the nature, scope and the context of the information to be secured that is known to Contractor, the purposes and the normal use of its products and services and the probability and severity of foreseeable risks, is not unreasonable.

132. The access or identification codes, certificates or other security measures provided to Client by or on behalf of Contractor, are confidential and shall be treated as such by Client and shall only be disclosed to authorised personnel members from Client's own organisation. Contractor is entitled to change allocated access or identification codes and certificates. Client is responsible for the management of authorisations and the providing and timely revocation of access and identification codes.

133. If the securing or the testing thereof relates to software, equipment or infrastructure that Contractor has not itself delivered to Client, Client guarantees that all necessary licenses or approvals have been obtained to be allowed to provide the services in question. Contractor is not liable for damage arising in connection with the provision of this service. Client indemnifies Contractor against every legal claim under whatever heading, in connection with the providing of this service.

134. Contractor is entitled to modify the security measures from time to time if this is necessary and as a result of changing circumstances.

135. Client shall adequately secure its systems and infrastructure and keep them adequately secured.

136. Contractor can give instructions to Client with regard to the security, the purpose of which is to prevent or minimise incidents or the consequences of incidents that can adversely impact security. If Client does not follow such instructions of Contractor or a relevant government body or does not follow them in a timely manner, Contractor is not liable and Client shall indemnify Contractor against the damage arising in consequence thereof.

137. Contractor is always permitted to add technical and organisational provisions to protect equipment, databases, websites, software that has been made available or other works to which Client is granted access (directly or indirectly), including in connection with an agreed restriction in the content or the duration of the right to use these objects. Client shall not remove or circumvent such technical measure(s) or instruct such to be removed or circumvented.

14. Risk

141. The risk of loss or theft of or damage to goods, products, software or information that are the subject-matter of the contract, pass to Client at the moment they are in the de facto control of Client or an agent of Client.

15. Liability/Indemnification

151. Contractor's total liability for default on the performance of the contract is limited to compensation of direct damage up to a maximum of the amount agreed for that contract (excluding VAT). If the contract is primarily a long-term contract with a term

of more than one year, the price agreed for the contract shall be fixed at the total of the payments (excluding VAT) agreed for one year. In no case, however, shall the total compensation for direct damage amount to more than EUR 800,000 (eight hundred thousand euros). Direct damage exclusively means:

- a) reasonable costs that Client would have to incur to have Contractor's performance correspond with the contract; however, this replacement damage shall not be reimbursed if the contract is cancelled by Client or on Client's demand;
- b) reasonable costs that Client has incurred by being forced out of necessity to keep the old system or systems and related facilities operational for longer than intended, because Contractor failed to deliver by a binding hard deadline for Contractor, without prejudice to any savings resulting from the delayed delivery;
- c) reasonable costs made to determine the cause and the scope of the damage, insofar as the determination relates to direct damage as referred to in these conditions; and
- d) reasonable costs made to prevent or mitigate damage, insofar as Client demonstrates that these costs have led to mitigation of direct damage as referred to in these conditions.

152. Contractor's liability for indirect damage, consequential damage, lost profit, lost savings, reduced goodwill, damage due to stagnation of business activities, damage as a result of claims of Client's customers, corruption or loss of data, damage connected with use by Contractor of goods, materials or software of third parties prescribed by Client, damage connected with the engaging by Contractor of third parties prescribed by Client and all other forms of damage than those stated in article 15.1 and 15.2, under whatever heading, is excluded.

153. The limitations referred to in article 15.1 and 15.2 shall lapse if and insofar as the damage is the result of intent or gross negligence of the Contractor.

154. Contractor's liability for default on the performance of a contract shall in all cases only arise if Client immediately gives Contractor proper written notice of default, whereby a reasonable period of time is given to rectify the default, and Contractor continues to default on the performance of its obligations after that period of time. The notice of default shall contain as detailed a description of the default as possible, so that Contractor is able to respond adequately.

155. A condition for the arising of any right to compensation is always that Client shall report the damage to Contractor in writing as soon as possible after the arising thereof. Every claim against Contractor for compensation shall lapse 12 months after the arising of the claim.

156. Client indemnifies Contractor against all claims of third parties connected with (the performance of) any contract that the parties have made with each other.

157. The provisions in this article also apply in favour of all persons and legal entities engaged by Contractor in the performance of the contract.

16. Termination and end of contract

161. Each of the parties only has the right to cancel the contract for default on the performance of the contract if the other party, in all cases always after providing the most detailed possible written notice of default, whereby a reasonable period of time is set to rectify the default, defaults on the performance of essential obligations under the contract. Payment obligations of Client and all obligations to cooperate and/or provide information of Client or a third party to be engaged by Client are in all cases deemed essential obligations under the contract.

162. If at the time of cancellation Client has already received performance under the contract, the performance that has been effected and the related payment obligations shall not be subject to reversal. Amounts that Contractor has invoiced prior to the cancellation in connection with what Contractor has already satisfactorily carried out or delivered in the performance of the contract, shall remain owing in full, subject to the provisions of the preceding full sentence and shall be immediately due and owing at the time of cancellation.

163. If a contract which by its nature and content does not end due to full performance, has been entered into for an open-ended period of time, it can be terminated by written notice by each of the parties after proper consultation and statement of the reasons for termination. If no notice period is agreed between the parties, a reasonable notice period for termination shall apply. Contractor is never bound to pay any compensation for termination of the contract.

164. Client is not entitled to terminate a fixed-term contract for services, or a contract that ends upon full performance, early.

165. Each of the parties can terminate the contract with immediate effect without giving notice of default, in whole or in part, by written notice if the other party is granted a moratorium on payment, whether or not the moratorium is provisional, if a petition is presented for the bankruptcy of the other party, if the business of the other party is liquidated or ended other than for reorganisation or merging of businesses. Contractor can also terminate the contract with immediate effect, without giving notice of default, in whole or in part, if the decisive control over Client's business changes directly or indirectly. Contractor is never bound to repay any monies received due to termination as referred to in this article 16.5 or to pay compensation. In the event Client is irrevocably declared bankrupt, Client's right to use the software, websites and the like as well as Client's right to access and/or use Contractor's

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services shall end, without an act of termination on the part of Contractor being required.

17. Force majeure

17.1. Without prejudice to Article 6:75 of the Dutch Civil Code, any circumstance that hinders the performance of the obligation and that cannot reasonably be attributed to Contractor shall be deemed force majeure. Force majeure on the part of Contractor includes:

- a) non-performance of Contractor's suppliers;
- b) incapacity or the death of an employee who has turned out to be irreplaceable;
- c) failure of suppliers prescribed by Client to properly perform their obligations;
- d) defects in goods, equipment, software or materials of third parties, which use Client has prescribed for Contractor;
- e) government measures;
- f) power outages;
- g) pandemic(s);
- h) disruption of internet, data network or telecommunication facilities;
- i) (cyber)crime, (cyber)vandalism, war or terrorism; and
- j) general transport problems.

17.2. If Contractor expects that it will default on performance due to force majeure, Contractor shall immediately notify Client of this expectation in writing.

17.3. If Contractor is prevented from performing the contract due to force majeure, it can suspend or cancel the contract without judicial intervention, without any obligation to pay damages and without prejudice to any additional rights it has.

17.4. If at the time the force majeure arises Contractor has already partly performed its obligations, or can only partly perform its obligations, it is entitled to separately invoice the part already carried out or that can be carried out and Client is bound to pay this invoice as if it were a separate contract.

18. Confidentiality

18.1. Client and Contractor shall ensure that all information received from the other party for which it was known or should reasonably have been known that the information is confidential in nature, shall remain secret. This prohibition does not apply if and insofar as provision of the relevant information to a third party is necessary pursuant to a court order, a legal requirement, on the basis of a legal order of a public authority or for the proper performance of the contract. The party that receives confidential information shall only use the information for the purpose for which it has been provided. Information shall in any event be deemed confidential if one of the parties has specified it as such.

18.2. Client acknowledges that the software made available by or via Contractor is always confidential in nature and that the software contains trade secrets of Contractor, its suppliers or the producer of the software.

18.3. In case of termination of an assignment, the parties are bound to immediately return all information obtained in relation to that assignment, including written documents, database files and company resources to the original owner.

19. Taking over personnel

19.1. Client undertakes during the term of the contract and during a period of one year after the end of the contract not to maintain a direct or indirect employment or service relationship with employees of Contractor nor with the third parties engaged by Contractor in the framework of this contract until after obtaining Contractor's prior written consent and after payment of a fee to be agreed.

20. Penalty clause

20.1. In case of breach of articles 18 and 19 Client shall owe Contractor a penalty which shall be immediately due and owing of EUR 50,000 (fifty thousand euros) and EUR 5,000 (five thousand euros) per day and, if applicable, per employee that the breach continues.

21. Privacy and data processing

21.1. If in Contractor's opinion this is relevant for the performance of the contract, Client shall inform Contractor in writing upon request as to the way in which Client performs its obligations under the law (such as the General Data Protection Regulation) in relation to personal data protection.

21.2. Client indemnifies Contractor against claims of persons whose personal data has been or will be processed for which Client is responsible under the law, unless Client proves that the facts that form the basis of the claim are attributable to Contractor.

21.3. Client is responsible for the data that is processed by Client making use of a service provided by Contractor. Client guarantees to Contractor that the content, the use and/or the processing of the data are not unlawful and do not breach

any right of a third party. Client indemnifies Contractor against every legal claim of a third party, under whatever heading, in connection with this data or the performance of the contract.

21.4. If Contractor on the basis of a request or authorised order of a public authority or in connection with a legal obligation carries out work with regard to data of Client, its employees or users, all related costs can be charged to Client.

22. Taking over of contract

22.1. Client is not permitted to transfer any right under a contract made with Contractor to third parties, other than upon transfer of Client's entire business. Contractor is at all times entitled to transfer a contract with Client without Client's prior written consent to another group entity affiliated with Conclusion Group B.V.

23. Applicable law and competent court

23.1. All contracts between Client and Contractor are always governed by Dutch law. Disputes arising from or connected with the assignment/contract to which these general terms and conditions apply and disputes regarding these general terms and conditions shall exclusively be presented to the competent court in Utrecht.

II. CONDITIONS FOR CONSULTANCY AND PROJECTS

The conditions set out in this chapter "Conditions for consultancy and projects" apply in addition to the general conditions of these general terms and conditions if Contractor provides services in the form of consultancy and/or projects.

In case of conflict with any provision of the general conditions, the special provision of these conditions shall prevail.

24. Selection

24.1. Contractor shall select the employee on the basis of the capability and skills of the employee known to Contractor on the one part and on the basis of information that Client gives to Contractor regarding the work to be instructed on the other.

24.2. If the employee does not meet Client's expectations, Client is bound to inform Contractor thereof, stating valid reasons within 5 working days after the start of the work. After this period of time Contractor is no longer liable in the event that the employee does not meet Client's expectations.

24.3. If Client has selected the employee, Contractor is not liable in the event that the employee does not meet Client's expectations.

25. Replacement

25.1. If the contract is entered into with an eye on performance by one specific person, unless otherwise agreed, Contractor is always entitled to replace this person with one or several persons with the same and/or similar qualifications.

25.2. If during the performance of the work it turns out that proper performance requires an employee with higher qualifications, Contractor has the right, after consultation with Client, to put a higher qualified employee to work at the rate applicable for this job.

26. Being a good client

26.1. Client shall act with regard to the employee in the same careful manner as that in which Client is obliged to act with regard to its own employees.

26.2. Client can only deploy the employee in deviation from the provisions in the assignment and these general terms and conditions, if Contractor has explicitly consented to such in writing beforehand. The consent can be made subject to conditions.

26.3. Client is not permitted to put the employee to work outside of the Netherlands unless Contractor has explicitly consented to such in writing beforehand. To acquire this consent, Client shall in any event inform Contractor of the country, the place and the nature of the work and the estimated duration of the period that the employee will be abroad.

27. Composition of project team and Client's cooperation

27.1. Contractor has the right to change the composition of the project team if this does not hinder performance of the assignment.

27.2. If Client demands a change in the project team for valid reasons, because Client believes that this is necessary in the interest of proper performance of the assignment, the parties shall consult with each other to find an adequate solution, without prejudice to the provisions in article 28.2.

27.3. Client is obliged to appoint a representative who shall be the contact for the representative appointed by Contractor for the proper performance of the work.

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274. Both at the start of the work and during the progress thereof and without costs for Contractor, Client shall fully cooperate with the performance of the contract. Client shall always provide and make available to Contractor in a timely manner all details and information that it deems useful and necessary, in order to enable Contractor to properly carry out the work.

275. Client is responsible for the use and proper application in Client's organisation of the services to be provided by Contractor and for the materials and tools to be used in this respect, of whatever nature, as well as for the security thereof.

276. If both parties participate in a project or steering group with one or more employees put to work by them, the providing of information shall take place in the manner agreed for the project or steering group.

277. Decisions made in a project or steering group in which both parties participate, shall only bind Contractor if the decision making takes place in accordance with what has been agreed between the parties in writing in this respect or, if no written agreements have been made in this respect, if Contractor has accepted the decisions in writing. Contractor is never bound to accept or implement a decision if in Contractor's opinion this cannot be reconciled with the content and/or proper performance of the contract.

278. Client guarantees that the persons appointed by Client to form part of a project or steering group, are entitled to make binding decisions for Client.

279. In case the employee is hindered as a result of illness, accident or otherwise, Contractor shall immediately inform Client thereof. Insofar as the nature of the work to be carried out permits such, Contractor shall see to replacement of the employee within a reasonable period of time.

28. Impediments in the performance of the assignment

281. If during the performance of the assignment it turns out that circumstances impede or threaten to impede proper performance or Client has reasonable doubts regarding the reasonable qualitative result to be expected in accordance with the agreed fee and lead time, Client is obliged to immediately give Contractor written notice thereof.

282. If the provisions of article 28.1 apply there shall be consultation between Client and Contractor. If the result of the consultation entails changes in the original contract, such changes are to be confirmed by both parties in writing.

29. Working hours and overtime

291. The working times/working days of employees put to work by Contractor shall be determined in consultation between Contractor and Client, whereby Contractor shall act as much as possible in accordance with the arrangements made by Client.

292. All costs connected with the overtime and additional worked carried out by an employee shall be at Client's expense. There shall be overtime if work is carried out in addition to the number of hours set out in the contract.

293. Client indemnifies Contractor against breach of the regulations applicable to working hours at Client's location.

294. The employee is entitled to holiday time and leave time during this contract. Employees shall take holiday time and leave time in consultation between the employer and Client, as much as possible in accordance with the arrangement that is usual at Client. Contractor shall see to registration of holiday time and leave time.

III. DEVELOPMENT, USE AND MAINTENANCE OF SOFTWARE

The conditions stated in this chapter "Development, use and maintenance of software" apply, in addition to the General Conditions, if Contractor is to develop and possibly install and/or maintain software on Client's instruction.

30. Development of software

301. Contractor is entitled, but not obliged, to investigate the accuracy, completeness or consistency of the details, specifications or designs made available to Contractor and upon noting any inaccuracies, to suspend the agreed work until Client has removed the relevant inaccuracies.

302. Without prejudice to the provisions in article 12, Client shall only acquire the right to use of the software in its own business or organisation. Only if and insofar as this has been explicitly agreed in writing, the source code for the software and the technical documentation made in the development of the software shall be made available to Client, in which case Client shall be entitled to make changes to this software. If Contractor is obliged by court order to make the source code and/or the technical documentation available to Client, Contractor can demand reasonable compensation therefore.

31. Delivery, installation and acceptance

311. Contractor shall deliver and install the software to be developed to Client as much as possible in accordance with the specifications laid down in writing; installation of software only applies if installation to be performed by Contractor has been agreed in writing. In case of lack of explicit agreements in this respect, Client shall itself install and set up and tune the software, set the parameters therefore, and if necessary modify the equipment used and the use environment. Unless explicitly otherwise agreed, Contractor is not obliged to carry out data conversion.

312. If an acceptance test is agreed, the test period shall be fourteen days after delivery or, if an installation to be carried out by Contractor is agreed in writing, after completion of the installation. During the test period Client is not permitted to use the software for productive or operational purposes. Contractor can always demand, thus even if such has not been explicitly agreed, that Client carry out a proper test with adequately qualified personnel, which test shall be of sufficient scope and depth, of (interim) results of the development work and that the test results are reported to Contractor in writing, clearly and comprehensively.

313. The software shall be deemed accepted between the parties:

- a) if no acceptance test has been agreed between the parties: upon the delivery or, if installation to be carried out by Contractor has been agreed in writing, upon completion of the installation, or
- b) if the parties have agreed an acceptance test: on the first day after the test period, or
- c) if Contractor receives a test report as referred to in article 31.5 before the end of the test period: at the time that the errors mentioned in that test report as referred to in article 31.3 are rectified, without prejudice to the presence of inaccuracies which according to article 31.6 do not stand in the way of acceptance. In deviation therefrom, if Client makes any use of the software before explicit acceptance for productive or operational purposes, the software shall be deemed fully accepted from the start of that use.

314. If in the execution of the agreed acceptance test it turns out that the software contains errors that impede the progress of the acceptance test, Client shall inform Contractor thereof in writing in detail, in which case the test period shall be suspended until the software has been modified to such extent that the impediment has been eliminated.

315. If in the execution of the agreed acceptance test it turns out that the software contains errors, Client shall inform Contractor of the errors at latest on the last day of the test period by means of a written, detailed test report. Contractor shall use its best endeavours to rectify the aforementioned errors within a reasonable period of time, whereby Contractor is entitled to make temporary solutions, software workarounds or problem-avoiding restrictions to the software.

316. Acceptance of the software may not be withheld on other grounds than those which are connected with the specifications explicitly agreed between the parties and furthermore not because of the existence of minor errors, being errors that do not reasonably stand in the way of operational or productive commissioning of the software, without prejudice to Contractor's obligation to rectify these minor errors, if applicable. Acceptance may furthermore not be withheld with regard to aspects of the software that can only be subjectively assessed, such as the design of user interfaces.

317. If the software is delivered and tested in phases and/or parts, the rejection of a specific phase and/or part shall not affect the acceptance of an earlier phase and/or another part.

318. Acceptance of the software in one of the ways referred to in article 31.3 entails that Contractor shall be fully discharged from liability for the performance of its obligations relating to the development and availability of the software and, if in a given case installation by Contractor has also been agreed, of its obligations relating to the installation of the software. Acceptance of the software shall not affect Client's rights pursuant to article 31.6 concerning minor defects and article 33.1 concerning guarantee.

319. If there is no explicitly agreed invoicing schedule, all amounts relating to the developing of the software are owed upon delivery of the software or, if it has been agreed in writing that Contractor is to carry out an installation, upon completion of the installation.

32. Right of use

321. Without prejudice to the provisions in article 12, Contractor grants Client a non-exclusive right to use the software. Client shall at all times fully comply with the use limitations agreed between the parties. Without prejudice to the other provisions in these general terms and conditions, Client's right of use only encompasses the right to load and run the software.

322. Client may only use the software in its own business or organisation for the specific number or kind of users or connections for which the right of use has been granted. Insofar as the contrary has not been agreed in this respect, Client's processing unit on which the software is used for the first time and the number of connections that are connected to that processing unit at the time of first use, shall be deemed the processing unit and number of connections for which the right of use has been granted. In case of a malfunction of the aforementioned processing unit, the software can be used for the duration of the disruption on another processing unit.

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The right of use can relate to several processing units insofar as that explicitly appears from the contract.

323. The right of use is not transferable. Client is not permitted to sell, lease, sub-license, alienate or grant limited rights on the software and the carriers on which the software is recorded or make such available to a third party in whatever manner or for whatever purpose, grant a third party access, remote or otherwise, to the software or place the software with a third party for hosting, even if the third party in question only uses the software on behalf of Client. Client shall not change the software other than in the framework of the rectification of errors. Client shall not use the software in the framework of the processing of data on behalf of third parties ('time-sharing'). The source code of the software and the technical documentation produced in the development of the software shall not be made available to Client. Client acknowledges that the source code has a confidential character and that it contains company secrets of Contractor.

324. Immediately after the end of the right to use the software, Client shall return all copies of the software to Contractor. If the parties have agreed that Client shall destroy the copies in question at the end of the right of use, Client shall immediately notify Contractor of such destruction in writing.

33. Guarantee

331. Contractor shall use its best endeavours to rectify errors as referred to in article 12.6 within a reasonable period of time if these errors have been reported to Contractor in writing in detail within a period of three months after delivery, or, if an acceptance test has been agreed between the parties, within three months after acceptance. Contractor does not guarantee that the software will work without interruption, errors or other defects or that all errors and other defects will be rectified. The rectification shall be carried out free of charge, unless the software has been developed on Client's instruction other than for a fixed price, in which case Contractor shall charge the costs of rectification in accordance with its usual rates. Contractor can charge the costs of rectification in accordance with Contractor's usual rates if there are errors of use or inexpert use of Client or of other causes that cannot be attributed to Contractor or if the errors could have been determined when carrying out the agreed acceptance test. Rectification of corrupted or lost data is not covered by the guarantee. The guarantee obligation shall lapse if Client makes changes or has changes made to the software without Contractor's written consent, which consent shall not be unreasonably withheld.

332. Errors shall be rectified at a location to be determined by Contractor. Contractor is entitled to make temporary solutions or software workarounds or problem-avoiding restrictions in the software.

333. Contractor has no obligation relating to rectification of errors that have been reported after the end of the guarantee period referred to in article 33.1, unless the parties have made a maintenance contract which encompasses such rectification obligation.

34. Maintenance

341. If a maintenance contract has been made for the software or if maintenance is included in the software usage fee, Client shall report errors noted in the software in detail to Contractor in accordance with Contractor's usual procedures. After receipt of the report Contractor shall use its best endeavours as referred to in article 12.6 to rectify and/or make improvements to subsequent new versions of the software. The results shall be made available to Client depending on the urgency of the matter in the manner and time period determined by Contractor. Contractor is entitled to make temporary solutions or software workarounds or problem-avoiding restrictions in the software. In case of lack of explicit agreements in this respect, Client shall itself install, set up and tune the correct software or the new version that has been made available, set the parameters therefore, and if necessary modify the equipment used and the use environment. Unless explicitly otherwise agreed, Contractor is not obliged to carry out data conversion.

342. Contractor does not guarantee that the software will work without interruption, errors or other defects or that all errors and other defects will be rectified.

343. Contractor can charge the costs of rectification in accordance with its usual prices if there are use errors or inexpert use or errors due to other causes not attributable to Contractor or if the software has been changed by someone other than Contractor. Rectification of corrupted or lost data does not fall under maintenance.

344. If a maintenance contract is made, if improved versions of the software become available Contractor shall make these available to Client. Three months after making an improved version available, Contractor is no longer obliged to rectify any errors in the old version and to provide support relating to an older version. For the making available of a version with new options and functions, Contractor can demand of Client that it makes a new contract with Contractor and that a new fee shall be made for making such available.

345. If Client does not make a maintenance contract with Contractor at the same time as making the contract for making the software available, Contractor cannot be bound to make a maintenance contract at a later time.

35. Software of a supplier

351. If and insofar as Contractor makes software of third parties available to Client, provided Contractor has informed Client thereof in writing, with regard to that software the conditions of those third parties shall apply, while the provisions of these general terms and conditions shall be set aside. Client accepts the aforementioned conditions of third parties. These conditions are available for inspection by Client at Contractor's office and Contractor shall send these conditions to Client on Client's request. If and insofar as the aforementioned conditions of third parties are deemed not to apply in the relationship between Client and Contractor for whatever reason or have been declared not to apply, the provisions in these general terms and conditions shall apply in full.

IV. SOFTWARE AS A SERVICE (SAAS)

The conditions set out in this chapter 'Software-as-a-Service (SaaS)' apply, in addition to the general conditions of these general terms and conditions, if Contractor provides services under the name or in the area of Software-as-a- Service (also referred to as: SaaS). For the application of these general terms and conditions, SaaS means: the Contractor making functionality 'remotely' available to Client and keeping such functionality available via internet or another data network, without a physical carrier or download with the relevant underlying software being made available to Client.

36. Providing of SAAS

361. Contractor shall provide the SaaS service on Client's instruction. Client may only use the SaaS service for its own business or organisation and only insofar as that is necessary for the use intended by Contractor. Client is not free to allow third parties to make use of the SaaS service.

362. Contractor can make changes to the content or scope of the SaaS service. If such changes are substantial and result in a change in the procedures applicable at Client, Contractor shall inform Client thereof in as timely a manner as possible. The costs of this change shall be at Client's expense. In such case Client can terminate the contract by written notice as of the date when the change takes effect, unless this change is connected with changes in relevant legislation or other rules established by competent agencies or Contractor bears the expense of this change.

363. Contractor can continue the provision of the SaaS service, making use of a new or changed version of the underlying software. Contractor is not bound to, change or add specific characteristics or functionalities of the service especially for Client.

364. Contractor can temporarily shut down the SaaS service in whole or in part for preventive, corrective or adaptive maintenance or other forms of service. Contractor will not let the shutdown last longer than is necessary and if possible have it take place when the SaaS service is generally used least intensively

365. Contractor is never bound to provide Client with a physical carrier or download of the underlying software.

366. In case of a lack of additional agreements in this respect, Client shall itself set up, configure, set the parameters for and tune the SaaS service, convert and upload any data and, if necessary, modify the used equipment and user environment.

37. Guarantee

371. Contractor does not guarantee that the SaaS service is without error or that it will function without interruption. Contractor shall use its best endeavours as referred to in article 12.6 to rectify errors in the underlying software within a reasonable period of time if and insofar as it concerns underlying software that has been developed by Contractor itself and Client has reported the relevant errors, described in detail, to Contractor in writing. Where relevant, Contractor can postpone the rectification of the errors until a new version of the underlying software is taken into use. Contractor does not guarantee that errors in the SaaS service that have not been developed by Contractor itself will be rectified. Contractor is entitled to make temporary solutions or software workarounds or problem-avoiding restrictions in the SaaS service. If (a part of) the SaaS service has been developed on Client's instruction, Contractor can charge the costs of rectification to Client in accordance with Contractor's usual rates. Contractor is never bound to rectify other inaccuracies than those referred to in this article. In the event Contractor is willing to carry out rectification activities with regard to such other inaccuracies, Contractor is entitled to charge a separate fee for this.

372. Client shall make an inventory of the risks for its organisation and if necessary take additional measures based on the information provided by Contractor to prevent and limit the consequences of malfunctions, errors and other inaccuracies in the SaaS services, corruption or loss of data or other incidents. Contractor states to be willing on Client's request to reasonably cooperate in further measures to be taken by Client, on (financial) conditions to be set by Contractor. Contractor is never bound to rectify corrupted or lost data other than the replacing of the - where possible - last available back-up of the relevant information.

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37.3. Contractor does not guarantee that the SaaS service shall be modified in a timely manner to comply with changes in relevant laws and regulations.

38. Start of services and fees

38.1. The SaaS service to be provided by Contractor (and any related support) shall start within a reasonable period of time after entering into the contract. Unless otherwise agreed, the SaaS service shall start by Contractor making the materials and tools to gain access to the SaaS service available to Client. Client shall see to it that immediately after entering into the contract, Client shall have the facilities necessary for the SaaS service at its disposition.

38.2. Client owes the fee for the SaaS service that is recorded in the contract. In the event there is no agreed payment schedule, all amounts relating to the SaaS service provided by Contractor shall always be owed per calendar month in advance.

V. AI APPLICATIONS

The conditions set out in this chapter on "AI Applications" apply if Client procures AI applications from Contractor.

39. Rights of use

39.1. All ownership rights in the generated output of AI systems, regardless of whether it comes from standard or customised software, belong to Contractor in full. Client shall only acquire a right of use/license for this output for the duration of the contract. Contractor reserves the right to freely reproduce or use the output for other purposes.

40. Liability

40.1. Contractor excludes all liability for damage, direct and indirect, caused by the use of AI systems, except in cases of intent or wilful misconduct.

41. Client's duty of investigation and duty of disclosure

41.1. Client has a duty of investigation and a duty of disclosure with regard to the use of AI systems. This entails that Client is responsible for studying the applicability and the risks of AI systems in their specific context and the providing of all relevant information to Contractor.

42. Automated decision making

42.1. It is not permitted to use AI systems for automated decision making that has legal or similar significant consequences for individuals without Contractor's prior written consent.

VI. SALE AND MAINTENANCE OF EQUIPMENT

The conditions set out in this chapter "Sale and maintenance of equipment" apply, in addition to the general conditions, if Contractor sells equipment to Client and/or Client wants Contractor to maintain the equipment. Insofar as this is not contrary to the purport of the following provisions, the term 'equipment' also includes separate parts of equipment.

43. Selection of equipment and delivery

43.1. Client bears the risk of the selection of the purchased equipment. Contractor does not guarantee that the equipment is suitable for the use intended by Client, unless the purposes for use are clearly specified without reservation in the written contract of sale between the parties.

43.2. The equipment sold by Contractor to Client shall be delivered to Client at Contractor's warehouse. Only if such is agreed in writing, Contractor shall deliver or instruct the delivery of the equipment that has been sold to Client at a place designated by Client. Contractor shall inform Client if possible in a timely manner before delivery of the time when Contractor or the transporter who has been engaged intends to deliver the equipment. The delivery times indicated by Contractor are always indicative.

43.3. Delivery of equipment shall be effected at the agreed place for the agreed purchase price. Unless explicitly otherwise agreed, the purchase price of the equipment does not include the costs of transport, insurance, hoisting and lifting work, hiring of temporary facilities and the like.

43.4. Contractor shall pack the equipment in accordance with Contractor's usual criteria. If Client requests a special manner of packaging, the related additional costs are at Client's expense. Client shall treat packaging that becomes available after delivery of Contractor's products in a manner that is in accordance with the applicable government rules. Client indemnifies Contractor against claims of third parties for non-compliance with such rules.

44. Environmental requirements and installation

44.1. Client shall provide an environment that complies with the requirements specified by Contractor for the equipment in a given case (e.g. concerning temperature, air humidity, technical environments and the like).

44.2. If the parties have explicitly agreed this in writing, Contractor shall install the equipment or have it installed. If Contractor is under an obligation to install equipment, this shall not include the obligation to install software or to carry out a data conversion.

44.3. If Contractor has bound itself to take care of the installation, prior to delivery of the equipment Client shall make an appropriate installation place with all necessary facilities, such as cabling and telecommunication facilities, available and follow all Contractor's instructions necessary for the installation.

45. Guarantee

45.1. Contractor shall use its best endeavours to rectify any material and manufacturing errors in the equipment, and in parts delivered by Contractor in the framework of guarantee or maintenance, within a reasonable period of time free of charge if these have been reported to Contractor in detail within a period of three months after delivery. If rectification is not possible in Contractor's reasonable opinion, if rectification will take too long or if rectification comes with unreasonably high costs, Contractor is entitled to replace the equipment free of charge with other, similar but not necessarily identical equipment free of charge. Data conversion that is necessary as a result of rectification or replacement is not covered by the guarantee. All replaced parts shall become Contractor's property. The guarantee obligation shall lapse if the material or manufacturing errors are the result, in whole or in part, of incorrect, careless or inexperienced use or external causes such as fire or water damage, or if Client, without Contractor's consent, makes changes to the equipment or to the parts delivered or affixed by Contractor in the framework of guarantee or maintenance. Contractor shall not unreasonably withhold such consent.

45.2. Work and costs of repair outside of the framework of this guarantee shall be charged by Contractor in conformity with Contractor's usual rates.

45.3. Contractor has no obligation relating to rectification of errors that have been reported after the end of the guarantee period referred to in article 45.1, unless the parties have made a maintenance contract which encompasses such rectification obligation.

46. Equipment of supplier

46.1. If and insofar as Contractor makes equipment of third parties available to Client, provided Contractor has informed Client thereof in writing, with regard to that equipment the conditions of those third parties shall apply, while the provisions of these general terms and conditions shall be set aside. Client accepts the aforementioned conditions of third parties. These conditions are available for inspection by Client at Contractor's office and Contractor shall send these conditions to Client on Client's request, free of charge. If and insofar as the aforementioned conditions of third parties are deemed not to apply in the relationship between Client and Contractor for whatever reason or have been declared not to apply, the provisions in these general terms and conditions shall apply in full.

47. Maintenance

47.1. The content and scope of the maintenance services to be provided by Contractor and any associated service levels shall be recorded in a written agreement between the parties. If there is no such written agreement, Contractor is obliged to use its best endeavours to rectify malfunctions that Client has properly reported to Contractor, within a reasonable period of time. In this chapter 'malfunction' means non-compliance or not complying without interruption with the specifications of the equipment that Contractor has explicitly announced in writing. There shall only be a malfunction if Client can demonstrate such and if the malfunction can be reproduced.

47.2. Contractor reserves, among others, the right to suspend its maintenance obligations for the time that at the place where the equipment is set up, in Contractor's opinion, there are circumstances which pose risks for the safety or health of Contractor's employees.

47.3. Contractor shall see to keeping its expertise regarding the equipment up to date. Contractor shall register and record all relevant information regarding the work carried out on the equipment in its records. Upon first request Contractor shall allow Client to inspect the information thus recorded.

47.4. Parts shall be replaced if this is necessary in Contractor's opinion to rectify or prevent malfunctions. The replaced parts are or shall remain Contractor's property.

48. Maintenance and use conditions

48.1. Immediately after the equipment suffers a malfunction, Client shall inform Contractor thereof by means of a detailed description of the malfunction drawn up by an employee of Client skilled in the matter.

48.2. On Contractor's request an employee of Client who is skilled in the matter shall be present for consultation during maintenance work. Client has the right to be present with all work to be carried out on behalf of Client.

48.3. Client is entitled to connect equipment and systems that have not been delivered by Contractor to the equipment sold to Client and to install software that has not been delivered by Contractor on such equipment and systems. The cost of investigating and rectifying malfunctions arising from connecting equipment that has not been

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delivered by Contractor or from installing software that has not been delivered by Contractor, shall be at Client's expense.

484. If in Contractor's opinion it is necessary for the maintenance of the equipment that the connections of the equipment with other systems or equipment must be tested, Client shall make these other systems or equipment and the relevant test procedures and information carriers available to Contractor.
485. Test material that is necessary for maintenance work that does not belong to Contractor's normal tools, is to be made available by Client.
486. Client shall provide the space and the technical and telecommunication facilities that are necessary to have the equipment function. The maintenance explicitly does not extend to the aforementioned facilities and connections.
487. Client bears the risk of loss or theft of or damage to the equipment during the period that Contractor has the equipment in its possession for the maintenance work. It is up to Client to insure this risk. Before providing the equipment to Contractor for maintenance, Client shall see to it that a proper and full spare copy is made of all software and data recorded in the equipment.
488. Contractor does not accept any maintenance obligations for equipment that is not set up in the Netherlands, unless explicitly otherwise agreed in writing.

49. Exclusions

491. Work relating to the investigation or rectification of malfunctions arising from inexpert use of the equipment or external causes, such as defects in communication lines or power supply, or links with or making use of equipment, software or materials which do not fall under the contract, do not belong to Contractor's obligations under the contract, and shall be charged separately to Client at the usual rates.
492. The maintenance price does not include:
- a) replacing consumables such as magnetic storage media and ink ribbons;
 - b) the replacement costs of parts and maintenance services for the rectification of malfunctions that have been caused in whole or in part by attempts at rectification by others than Contractor;
 - c) work on behalf of partial or full revision of the equipment;
 - d) modifications of equipment;
 - e) moving, relocating, reinstallation of equipment or work as a result thereof.