

Today  
20 DEC 2018  
submitted to the Court of  
First Instance in Curaçao  
The Court Recorder

# 534

**General Terms and Conditions  
for the supply of products and services  
by CORE N.V.**

Title : General Terms and Conditions  
Date : 20 December 2018  
Version : 1.0  
Reference number : 2018/590

CORE N.V. determined the following Terms and Conditions and deposited same at the Court-Recorder's Office of the Court of First Instance with territorial jurisdiction in Curaçao.

In the conditions of the supply the following terms shall have the meaning therewith given:

Client: the party who issues the order.

Supplier: CORE N.V.

## Chapter I General Provisions

### Article 1 Definitions

- a. **1st line support Service Desk:** the receipt, registration, analysis and handling of incidents and requests by the Service Desk.
- b. **2nd line support Service Desk:** the analysis and handling of incidents requiring expert knowledge.
- c. **Application management:** maintaining the application software and databases.
- d. **Back-up as a Service (BaaS):** the activities geared towards storing data from the Client, to store data in a secure manner through the Internet or else through a leased line in the datacenter of Supplier or in the United States. The Client may elect to provide for its own management of the back-ups or cause the Supplier to provide for management and restoration of the back-ups.
- e. **Management and maintenance application:** similar as Application Management.
- f. **Availability:** the infrastructure of Supplier is available seven (7) days a week and 24 hours a day, with the exception of the planned back-up or planned maintenance or breakdowns in the infrastructure.
- g. **Processor:** compliant with the meaning attached to it in the National Ordinance personal data protection (AB 2010, no. 84).
- h. **Business Continuity Services (BCS):** the service provision whereby Supplier enables the Client to increase the availability of its critical IT services, in order to warrant the continuity of its business processes.
- i. **Emergency:** an unforeseen and undesired event of such an extent that the normal provision of service by Supplier is obstructed.
- j. **Call-order:** handling of an incident outside the agreed area of service or the performance of small assignments which are not based on a bid or SLA for the execution.
- k. **Co-Location:** making facilities available within the datacenter of Supplier for computer equipment of Client, with all appurtenances such as power management, cooling, fire prevention and security.
- l. **Co-Location Services:** services that are related to or are connected with Co-Location.
- m. **Connectivity Services:** data communication between the datacenter of Supplier and the location of Client
- n. **Contact person:** the representatives appointed by the Client for the purpose of the Agreement.
- o. **Back-up:** a copy of the data stored on the hard-drive of a Server, created with a special program to that effect. The copy is created to secure data in case of problems and if restoration of data is required.
- p. **Business Continuity Management:** actions and strategies for the protection and recovery of the critical business processes, which in case of a slow recovery might result in considerable damage to the organization of Client .
- q. **Firewall Services:** management of the firewall of Client from the datacenter of Supplier.
- r. **Data Back-up:** see Back-up.
- s. **Desktop as a Service:** the provision of the office automation park for Client in the data center of Supplier, where File servers and Terminal servers are deployed to create a virtual desktop with the required functionality for the users. Herewith all the software is centrally located at the terminal servers.. Client connects to the server through a remote desktop protocol and then a personal environment is presented for each user.
- t. **Direct damage:** direct damage is exclusively understood to be:
  - a. reasonable costs Client would have to make to cause the performance of Supplier to conform to the Agreement; however this alternative damage will not be indemnified if the Agreement is terminated by or on demand from Client;

- b. reasonable costs incurred by Client for keeping the old system or systems and appurtenances operational out of necessity, due to failure by Supplier to meet a deadline for delivery, which it was bound to, minus any savings resulting from the delayed delivery;
  - c. reasonable costs incurred to determine the cause and extent of the damage, insofar as this relates to direct damage within the meaning of these terms and conditions;
  - d. reasonable costs incurred to prevent or limit damage insofar as Client demonstrates that these costs resulted in a limitation of direct damage within the meaning of these terms and conditions.
- u. **Disaster Recovery as a Service:** the provision of a Disaster recovery plan and the hot stand-by environment in the datacenter of Supplier. The data on the servers of Client are replicated to servers of Supplier at a certain number of intervals per day, which number is to be determined by Client. In case of an emergency, Client will be able to use the servers at Supplier through VPN, leased line or at Supplier's location.
- v. **Fallback Server:** a second server, next to the primary production server, which should be capable of taking over the functions of the primary production server in the even of problems with the primary production server requiring it to be shut down.
- w. **Errors:** substantially failing to comply with functional or technical specifications stipulated by Client in writing, and, in the event of of custom-made software and websites, with the functional or technical specifications expressly agreed between parties in writing.  
There will only be an error in the event that Client is able to demonstrate this and this can be reproduced.
- x. **Functional management:** maintaining and directing the provision of data.
- y. **Hosting:** positioning an application, a website or e-mail messages from Client on the technical infrastructure in the datacenter of Supplier.
- z. **Incident:** every event deviating from the expected standard operation of a system, which influences the system's operation. The influence may be minor, even transparent for the user organization of this system. An emergency is not included in the definition of an incident.
- aa. **Infrastructure:** the whole of technical components, system software and application software required to make one or more information systems available.
- bb. **Client :** the natural person or legal entity with whom the Agreement for the delivery of services is concluded.
- cc. **LAN Management:** a service provided by Supplier, for management of local networks (Local Area Networks), consisting of servers, work stations, switches and printers, among other things.
- dd. **Additional work:** works performed outside the service area and/or the regular working days and/or the regular office hours are considered additional work.
- ee. **Notification:** all questions, wishes and problems received by the Service Desk by telephone, e-mail or through the helpdesk system of Supplier.
- ff. **Network:** a series of computers connected with each other and as such having the ability to use programs and services on the server or peripheral equipment, such as a printer.
- gg. **Network Management Services:** the whole of activities which ensures that the entire network of Client operates without problems and which intervenes whenever necessary to solve problems. The service also renders advice to Client on improvements needed for the optimization of the network.
- hh. **National holiday:** a day on which the employee is free from work as laid down by law.

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|--------------------------------|---|
| ii. Regular office hours:      | Monday through Thursday from 07:30 - 12:00 hours and 13:30 - 17:00 hours and Friday from 07:30 - 12:00 hours and 13:30 - 16:30 hours, with the exception of national holidays.  |
| jj. Regular working days:      | Monday up to and including Friday.  |
| kk. Official holidays:         | similar to national holiday.  |
| ll. Solution time:             | the time in which it is attempted to restore the regular provision of service with a minimum impact for the Client.   |
| m.m. Agreement:                | a legal act whereby Supplier and Client undertake a commitment  |
| in                             | the form of an offer or a Service Level Agreement.  |
| nn. Problem:                   | a condition of the technical infrastructure or application identified from incidents of similar nature or a significant incident, indicative of an error of which the cause is as yet to be determined.   |
| oo. Response time:             | the time between the notification of an Incident by Client to the Service Desk and the moment when the Service Desk contacts the Client to report the results of the first analysis. The Service Desk applies a standard response time of no more than fifteen (15) minutes.  |
| pp. Server:                    | computer within a network that provides for executing certain tasks (for example sending and receiving electronic mail) and which contains programs which can be used by other computers within the network.  |
| qq. Server management:         | preventive management performed to prevent the server from experiencing interruptions and to solve problems if required.  |
| rr. Service area:              | the description of the services to be delivered by the Supplier.  |
| ss. SLA:                       | an agreement concluded between Client and Supplier regarding the services to be delivered, the quality level and the circumstances under which the services are delivered.  |
| tt. Service Desk:              | the first and only point of contact of Supplier for reporting incidents, submitting requests or adjustment proposals regarding the agreed service area.   |
| uu. Service Level Agreement:   | similar to SLA.   |
| vv. Service times:             | the period during which staff is present at Supplier to receive and process notifications and to ensure that in case operations are disrupted, the work may be resumed without disturbance.   |
| ww. Breakdown:                 | similar to incident.  |
| xx. System:                    | similar to Server.  |
| yy. System management:         | technical management.   |
| zz. Technical advice:          | make recommendations to improve the technical infrastructure of, or on behalf of Client and timely detect possible obstacles.   |
| aaa. Technical management:     | maintaining the work activities of the technical infrastructure.  |
| bbb. Technical infrastructure: | similar to Infrastructure.  |
| ccc. Technical support:        | similar to 2nd line support.  |
| ddd. Uptime:                   | the time when the technical infrastructure will be available in the datacenter of Supplier.   |
| eee. User account:             | the identification data that allow the end user (read: Client ) access to a system.   |
| fff. Controller:               | in accordance with the meaning allocated thereto in the National Ordinance on personal data protection (AB 2010, no. 84).   |
| ggg. Virtual LAN:              | a network consisting of a group of servers, work station(s) and switches, which logically, however not necessarily physically form one LAN.   |
| hhh. WAN Management:           | supply and maintenance of a Point-to-Point or Point-to-Multipoint connection for Client, where two or more locations may be connected through a secure VPN connection. Herewith network redundancy may also be built up via various providers.<br>Connections<br>may be set up via leased lines and via Office Internet |
| iii. Webhosting Services:      | similar to Application Hosting.   |
| jjj. Website:                  | one or more integrated internet pages, preceded by a homepage.  |

kkk. Amendment: a change which under normal circumstances influences the working method or availability respective to the agreed service provision.

#### **Article 2 Applicability**

- 2.1 These General Terms and Conditions are applicable for all legal relationships and agreements in which Supplier provides services to Client.
- 2.2 Deviations from and additions to these General Terms and Conditions shall only be valid if agreed upon explicitly and in writing.
- 2.3 Applicability of the Client's purchasing or other conditions is excluded.
- 2.4 If any stipulation in these General Terms and Conditions becomes void or invalid, the other provisions of these General Terms and Conditions will remain fully in effect.

#### **Article 3 Price, payment, reservation of title and rights and retention**

- 3.1 All prices are including turnover tax and other government-imposed levies.
- 3.2 The Agreement or else a separate letter from Supplier will state the date on which Supplier charges the fee for the agreed performances to Client.
- 3.3 Invoices are paid by Client in accordance with the payment conditions as referred to on the invoice. If a specific arrangement is lacking, Client shall pay the invoice within thirty (30) days after the date of the invoice.
- 3.4 All performances provided to Client will continue to be owned by Supplier until all the fees Client owes for the performances provided under the Agreement have been paid to Supplier in full.
- 3.5 Whenever appropriate, rights will each time be granted or transferred to Client subject to the condition that Client pays the fees agreed to that effect in time and in full.
- 3.6 Supplier may retain the received or generated items, products, data, documents and (interim) results from its service provision in the framework of the Agreement despite an obligation to surrender, until Client has paid all outstanding fees to Supplier.
- 3.7 Client is not entitled to settlement or suspension of a payment.
- 3.8 In case an agreed billing system is lacking, all amounts pertaining to services provided by Supplier will be due and payable in arrears once every calendar month.
- 3.9 In case an expressly agreed billing system is lacking, all amounts related to the development of the software will be due and payable upon delivery of the software, or else, in the event that incidentally an assignment to be performed by Supplier has also been agreed in writing, upon completion of the assignment.

#### **Article 4 Confidential information and privacy**

- 4.1 Each of the parties guarantees that all information received from the other party that is known to be or should be known to be of a confidential nature, shall remain confidential, unless a legal obligation dictates that this information should be disclosed. The party receiving this confidential information shall only use this for the purpose it has been provided. Information shall in any case be considered confidential if designated as such by one of the parties.
- 4.2 Staff employed by, or else working on behalf of Supplier shall be under no obligation to maintain confidentiality pertaining to data, software and information made available by Client, which they have become aware of, except for when a provision laid down by or pursuant to the law obliges them to provide these.
- 4.3 Supplier shall not disclose these data, software and information to a third party without advance written consent to that effect from Client, unless a legal obligation so dictates.
- 4.4 If applicable, Client and Supplier shall conclude a processing agreement pursuant to the National Ordinance personal data protection, article 14 paragraph 2.

#### **Article 5 Intellectual property rights**

- 5.1 All intellectual property rights regarding the software, websites or other materials such as analyses, designs, documentation, reports, offers, also the preparatory materials of same, developed or made available pursuant to the Agreement will be exclusively vested in Supplier. Client will only obtain the user rights granted expressly by these General Terms and Conditions and the law. Any other right or farther-reaching right of Client to

multiplication of software, websites, data files or other materials is excluded. A right of use vested in a Client is non-exclusive and non-transferable to a third party.

- 5.2 In the event that in deviation from article 5.1 Supplier is prepared to undertake a transfer of a right of intellectual property, such an undertaking may only be agreed in writing and explicitly. If parties agree in writing and explicitly that intellectual property rights regarding software, websites, data bases, equipment or other materials developed specifically for Client shall transit to Client, this will not affect the authority of Supplier to apply and utilize the parts, general principles, ideas, designs, documentation, works, programming language and such, which form the basis of that development, for other purposes without any limitations, be it for itself or for third parties. Neither does a transfer of intellectual property rights affect the right of Supplier to engage in developments, on its own behalf or on behalf of third parties, which are similar to those that were or are being engaged in, on behalf of Client .
- 5.3 Supplier is permitted to take technical measures for the protection of the software in view of agreed limitations in the duration of the right of use of the software. Client is not permitted to remove or bypass such a technical measure.

#### **Article 6 Cooperation by Client**

- 6.1 Client shall always provide Supplier with all data or information required for the proper implementation of The Agreement, in time and all the time, including the provision of access to its buildings.
- 6.2 In the event that Client fails to make the required data, equipment, software or staff available to Supplier, or fails to make these available in time or in accordance with the agreements, or if Client fails to comply with its obligations otherwise, then Supplier will have the right to fully or partially suspend the performance of the Agreement and Supplier will have the right to charge the costs arising from this against its usual rates, all this without prejudice to the right of Supplier to exercise any other legal right.
- 6.3 In the event that employees of Supplier perform works at Client 's location on a continuous basis, Client shall provide the facilities reasonably required by these employees, such as a workspace, free of charge.
- 6.4 Supplier will never be liable for damage or costs due to breakdowns of these facilities or due to these facilities not being available, unless Client proves that this damage or these costs are the result of willful intent or gross negligence by Supplier. In the event that telecommunication facilities, including internet, are used during the implementation of the Agreement, Client will be responsible for its timely and proper availability.

#### **Article 7 Delivery terms**

- 7.1 All (delivery) terms referred to by Supplier or agreed on have been determined to the best of Supplier's knowledge based on the information that was known to it when the Agreement was entered into. Supplier will properly endeavor to observe the agreed (delivery) terms to the extent as possible. The occasional transgression of a (delivery) term referred to or agreed on will not cause Supplier to be in default of performance .
- 7.2 In the event that parties have agreed a deadline in writing and explicitly, Supplier will not be in default for exceeding this deadline until after it has been given notice of default by Client in writing. Supplier will not be bound by a deadline whether or not final, on (delivery) terms which is not attainable due to circumstances beyond its control and arising after the Agreement is concluded.
- 7.3 Supplier will not be bound by a deadline, whether or not final, on a delivery term if parties have agreed on a change of the content or extent of the agreement (additional work, change in specifications, etc.). In the event of an imminent transgression Supplier and Client shall consult with each other as soon as possible.

#### **Article 8 Termination of agreement**

- 8.1 Each of the parties has the authority to terminate the Agreement, only in the event that the other party imputably fails to comply with essential obligations of the Agreement, each time and in all cases after proper and as detailed as possible written notice of default, stating a reasonable term to remedy the breach.
- 8.2 An Agreement for the provision of services may only be terminated prematurely by Client in the cases as arranged in these General Terms and Conditions.
- 8.3 Each of the parties may wholly or partially terminate the Agreement in writing without notice of default, in the event that the other party is granted - either or not temporary - suspension of payments. in the event that bankruptcy proceedings are instituted against the other party or in the event that the company of the other party is liquidated or terminated other than for a reconstruction or a merger of companies. Supplier will never be bound to provide any reimbursement of funds already received or else to provide compensation for damages as a result of this termination.

- 8.4 In the event that a Client, at the time of the termination as referred to in article 8.1 has already received performances for the implementation of the Agreement, these performances and the related payment obligations cannot be undone, unless Client proves Supplier to be in default with regard to these performances. Fees that were invoiced by Supplier in connection with works already properly performed or delivered prior to termination, will continue to remain owing, with due observance of the provision in the previous sentence and will become immediately due and payable at the moment of termination.

#### **Article 9 Liability of Supplier; exemption from liability**

- 9.1 The total liability of Supplier shall, with due observance of articles x and x, be limited to compensation of direct damage, which will be to a maximum amount of NAf 5,000 (five thousand Antillean guilders), with a series of correlated incidents counting as one incident.  
If the Agreement concerns a Service Level Agreement with a term of validity in excess of one year and the liability of Supplier arises from this Service Level Agreement, the agreed price in terms of the Agreement will be set at the total of the fees (excluding Turnover Tax) for one (1) year, being the year when the damage occurred, with a maximum of NAf 5,000 (excluding Turnover Tax).
- 9.2 The liability for damages of Supplier due to material damage amounts to a maximum of NAf 5,000 (five thousand Antillean guilders).
- 9.3 The liability of Supplier for indirect damage, consequential damage, lost profit, lost savings, impairment of goodwill, loss due to business interruption, damage resulting from claims by buyers of Client, corruption or loss of data, damage in connection with the use of items prescribed by Client to Supplier, materials of software from third parties, damage in connection with engagement of co-suppliers prescribed by Client to Supplier and all other forms of damage other than referred to in article 9.1, arising for whatever reason, is excluded.
- 9.4 The limitations as referred to in the preceding paragraphs of this article shall become null and void if and insofar as the damage is the result of willful intent or gross negligence by Supplier.
- 9.5 The liability of Supplier due to imputable failure in compliance with an Agreement will in all cases only arise in the event that Client gives Supplier notice of default forthwith and properly in writing, stating a reasonable term to remedy the breach, and Supplier also after this term continues to imputably fail to comply with its obligations. The notice of default shall contain as complete and detailed a description as possible of the breach, to enable the Supplier to react properly.
- 9.6 As a condition a claim for compensation cannot be considered unless Client has given written notice of the loss to Supplier as soon as possible. Any claim for compensation against Supplier will become null and void by the mere passage of four weeks after the damage arising.
- 9.7 The provision in this article is also applicable to all (legal) persons Supplier engages for the implementation of the Agreement.

#### **Article 10 Force Majeure**

- 10.1 Force majeure will be understood to mean:
- 1) a circumstance that cannot be attributed to a fault and cannot be charged to a party, be it pursuant to the law, a legal act or generally accepted standards in society;
  - 2) all external causes foreseen or unforeseen, which are beyond the influence of a party, including but not limited to disruptions of the internet connection, breakdowns of the telecommunications infrastructure, network outages.
- 10.2 In case of force majeure, compliance with the relevant and related obligation(s) will be wholly or partially suspended for the duration of such force majeure without the parties being held to any indemnification towards each other in the matter.
- 10.3 Parties may only invoke force majeure towards each other if the relevant party notifies the other party of the force majeure in writing as soon as possible, submitting the required evidence. Such written notification may also be sent by e-mail.
- 10.4 Supplier is not liable for the consequences of force majeure, neither directly nor indirectly, in any case including government decisions and measures, international conflicts, violent terrorist or other types of armed activities, labor strikes and riots, also among its own personnel, disturbances in companies whose services are used, exclusions and boycotts. If a circumstance aforementioned manifests itself, Suppliers shall take such measures as may reasonably be expected from it, in order to limit the adverse consequences originating from same for Client.

#### **Article 11 Duration of the Agreement**

- 11.1 If the Agreement pertains to the performance of works in the framework of a project based on a bid, the Agreement will be concluded for the duration of the project.
- 11.2 If the Agreement pertains to the performance of works in the framework of a Service Level Agreement, the Agreement will be concluded for the duration of one, two or three years, laid down in further detail in the Service Level Agreement in question.

#### **Article 12 Disputes**

- 12.1 A dispute exists between parties in the event that one of the parties considers a circumstance to be present obstructing the implementation of the Agreement in a normal manner and notifies the other party accordingly in writing, after which no solution for the dispute has been reached in mutual consultation within a reasonable term.
- 12.2 In the event of a dispute between parties as referred to hereinbefore, the following procedure will be followed:
- 1) the contact person of Supplier will consult with the contact person of Client;
  - 2) if these consultations do not result in an acceptable solution for both Client and Supplier, the consultations will be continued at management level;
  - 3) if these consultations do not result in parties reaching agreement either, the dispute will be submitted to an arbitration board, consisting of three members: Client and Supplier will each appoint one member, while the third member will be appointed by the members of the two parties jointly;
  - 4) if within one month after the day of the dispute arising an agreement is not reached with regard to the appointment of the latter member of the arbitration board by its other members, he will be appointed by the Court of First Instance in Curaçao, at the request of the interested party. No other process of law nor appeal is accessible to parties from a decision of the arbitration board;
  - 5) the majority decision of this arbitration board shall be binding for both parties;
  - 6) the costs arising from this will be divided as follows: each party will pay 100% of the costs of its own elected member, while the costs of the third member and/or a third party or third parties engaged by the arbitration board, or else the reasonable costs that cannot be traced back to the person of the arbitration board for the purpose of reaching a decision, will be divided equally among the parties.
- 12.3 Pursuant to Section 1020 of the Code of Civil Procedure, the UNCITRAL Model Law on International Commercial Arbitration will be applicable to the arbitration.

#### **Article 13 Security, privacy and retention periods**

- 13.1 Supplier shall comply with the obligations it is subject to pursuant to legislation regarding processing of personal data as a processor.
- 13.2 Client guarantees that all legal prescriptions regarding the processing of personal data, including the prescriptions as stipulated by or pursuant to the National Ordinance on personal data protection, are observed and that the required permissions for processing personal data have been obtained.
- 13.3 Client exempts Supplier from all claims by third parties brought against Supplier as a result of a breach of the National Ordinance on personal data protection and/or other legislation regarding the processing of personal data, which cannot be attributed to Supplier.
- 13.4 Client exempts Supplier from all claims from third parties that may be brought against Supplier for violating legislation with regard to statutory retention periods.

#### **Article 14 Accepting the Agreement**

- 14.1 The Agreement between parties will be considered to have been agreed in the event that one of the following conditions is met:
- 1) the Agreement is signed by both Client and Supplier;
  - 2) the service provision has commenced with written consent from Client, or the service is already being procured by Client awaiting formalization of the Agreement.

#### **Article 15 Choice of law**

- 15.1 These General Terms and Conditions are solely governed by the laws of Curaçao, while excluding any other law. In the event that one of the provisions of these General Terms and Conditions is in violation of the law or else is otherwise non-binding, the other provisions will remain in force without prejudice and for the non-binding provision in question a harmonization will be sought with a regulation that does most justice to and is in harmony with the meaning of the aforementioned nonbinding provision.



## **Chapter II Provision of Service by Supplier**

The provisions stated in this chapter "Provision of Service by the Supplier" are applicable, apart from the General Terms from these General Terms and Conditions, in the event that the Supplier provides services, such as hosting, Cloud services (Back up as a service, Desktop as a service, Disaster recovery as a service) rendering advice, project management, consultancy, training courses and rendering of services in connection with the management of networks.

### **Article 16 Performance of activities by Supplier**

- 16.1 Supplier shall exert himself to the best of his ability to provide the services with utmost care, incidentally in accordance with the understandings and procedures laid down in writing with the Client. All the services of Supplier are provided based on man-hours, machine capacity, writing capacity, facilities made available within the data center or capacity of the data communication. Understandings regarding the service level, shall be laid down in writing.
- 16.2 In the event that it was agreed upon that the provision of services would take place in stages, the Supplier is entitled to postpone the commencement of the services pertinent to that stage, until the Client has approved in writing the results of the preceding phase.
- 16.3 Only if explicitly agreed in writing, the Supplier is bound to comply with instructions from the Client given during the provision of services. The Supplier is not bound to comply with instructions which amend or supplement the contents or the scope of the provision of services agreed upon; if, however, those instructions are complied with, the related activities shall be compensated according to article 17.
- 16.4 In the event that an agreement for the provision of services has been concluded in view of performance by a specific employee of Supplier, Supplier shall be entitled to replace such employee in mutual consultation with the Client by one or more other employees with similar qualifications.

### **Article 17 Amendments and additional work**

- 17.1 In the event that Supplier at the request of Client or with the latter's prior consent performed activities or delivered more output of work, which exceed the boundaries of the contents or the scope of work agreed upon, these shall be compensated by the Supplier against the customary tariffs of Supplier. There will also be a situation of additional work, in the event that the requirements and wishes, a design or specifications of an application to be developed, or, as the case may be, an information system are extended or modified.
- 17.2 The Client accepts that work activities or performances as referred to in article 17.1 may have an impact on the agreed performances or the anticipated time of completion of the provision of services and the mutual responsibilities towards one another between Client and Supplier.
- 17.3 Insofar as a fixed price has been agreed upon for the provision of the services, the Suppliers shall -if so required- inform the Client in advance in writing about the financial consequences of such additional activities or performances.

### **Article 18 Training**

- 18.1 To the extent that the provision of services by Supplier consists of providing training, the Supplier may require payment for the amount due for the training in advance before the training starts. Cancellation is possible until ultimately five (5) days before the training commences. Afterwards 100% of the costs will be billed, with the possibility that the training may as yet be given on a later date to be agreed on within a period of one (1) year.
- 18.2 In the event that a participant is ill and/or prevented from attending the course, a rearrangement by postponement is possible in mutual consultation with the Client.
- 18.3 In the event that a trainer is ill or prevented from giving the course, the Supplier shall see to it that he

will be replaced by a similarly qualified trainer. In the event that replacement within the stipulated term is not possible, Supplier shall inform Client accordingly. In the event that Supplier provides for a similarly qualified trainer, Client will not be entitled to demand compensation of damages, costs or a reduction of the compensation agreed upon.

18.4 Client will not obtain any intellectual property rights in connection with the training, or else of the materials made available, such regardless of the fact whether the intellectual property rights are vested in Supplier or in a third party.

#### **Article 19 Leasing of premises for training purposes**

19.1 Insofar as the service provision of Supplier consists of renting out the premises for the purpose of training to be provided by Client, Supplier may demand payment in the matter before the training commences.

19.2 Cancellation will be free of charge until no later than three days before the start. In case of a cancellation two days or one day before the training commences, 25% of the agreed costs will be charged.

#### **Article 20 1st line support Service Desk**

20.1 The work activities included in the 1st line support Service Desk are:

- 1) taking, registering and handling all incoming incidents, requests and proposals for change and questions from Client;
- 2) providing 1st line support in case of incidents;
- 3) monitoring progress of the manner in which reported incidents, requests, proposals for change and questions are processed;
- 4) informing Client about the progress of pending incidents, requests, proposals for change and questions;
- 5) engaging and coordinating with third parties (if required) for support in solving incidents.

20.2 The 1st line support Service Desk applies a standard response time of no more than fifteen (15) minutes.

#### **Article 21 Technical Support or 2nd line support**

21.1 The work activities included in technical support are:

- 1) Taking and processing all incoming incidents, requests, proposals for change and questions received from the 1st line support Service Desk;
- 2) informing the 1st line support Service Desk about the progress in processing pending incidents, requests, proposals for change and questions;
- 3) engaging third parties to solve incidents, if required, and coordinating the work activities.

#### **Article 22 Solution standards**

22.1 Depending on the impact on the continuity of the business operations of Client or the complexity of the incident, a priority code will be assigned to it in consultation with Client.

22.2 The following resolution times are targeted for each priority code:

- a) **High** with a maximum resolution time of two (2) hours;
- b) **Medium** with a maximum resolution time of four (4) hours;
- c) **Low** with a maximum resolution time of one (1) working day;

22.3 The maximum resolution time starts at the moment the report is received by the Service Desk. The maximum time pertains to and is calculated on the basis of regular office hours.

22.4 Problems and changes are not included in the resolution times as referred to in paragraph 2.

#### **Article 23 Technical management**

The work activities of Technical management include:

23.1 Security management:

- a) monitoring security log files;
- b) creating and modifying system and user account;
- c) creating and managing security groups;
- d) managing the security database (assigning rights).

23.2 Services and monitoring:

- a) monitoring performance of the operating system;
- b) cleaning up system log files;
- c) implementing updates and new versions of the system software;

- d) monitoring virus developments and taking immediate action if required;
  - e) updating virus definition files on the Windows-based servers (at least once a week).
- 23.3 Job scheduling:
- a) describing, creating and maintaining login, logout, start and stop scripts;
  - b) setting traps, alerts and logs if necessary.
- 23.4 Data Back-Up management:
- a) describing and maintaining data back-up and restore procedures;
  - b) monitoring back-ups for completeness and reliability;
  - c) restoring (data) files and/or software at written request from Client;
  - d) restoring full system back-up if necessary.
- 23.5 Availability and capacity management:
- a) advising on and implementing methods and techniques to guarantee the availability of the service;
  - b) monitoring the available capacity and planning upgrades, expansions and innovations.
- 23.6 Configuration management:
- a) documenting and updating the sections (configurations) of the infrastructure.
- 23.7 Change management:
- a) monitoring, planning, developing and testing proposals for changing the system.
- 23.8 Problem management:
- a) identifying, analyzing and solving problems.
- 23.9 System documentation management:
- a) documenting system software and procedures;
  - b) maintaining up-to-date system documentation.

#### Article 24 Reporting

- 24.1 Depending on the service provided Client will receive periodical reports regarding compliance with the Agreement.
- 24.2 Reports will serve as input for an SLA review meeting.

#### Article 25 Interruption of Services

- 25.1 Supplier retains the right to temporarily interrupt the provision of services without the Client being entitled to any compensation for damage over the period when services were not available, in the event that:
- 1) Client is behind on payments for over ninety (90) days and despite written notice to that effect still has not fulfilled payment within the term that has been set;
  - 2) Supplier has observed that Client fails to comply with the guidelines for the use of the infrastructure and as such acts in breach of the General Terms and Conditions;
  - 3) Supplier has observed - albeit not due to its own fault or actions – that developments are on-going (for example viruses or network attacks) that may damage both the technical infrastructure of Supplier and/or the infrastructure of Client.

#### Chapter III Software Development

Besides the General Provisions of the General Terms and Conditions and the provisions of the chapter "Service Provision by Supplier, the provisions as referred to in this chapter "Software Development" are applicable if Supplier develops and installs software on assignment by Client. The chapter "Guarantee, Management and Maintenance of Software also applies to this software. The rights and obligations as referred to in this chapter exclusively pertain to computer software in a dataprocessing, machine-readable form, recorded on material that is readable for such a machine and to the appurtenant documentation. The software as referred to in this chapter will also include websites and Mobile Apps.

#### Article 26 Development of software

- 26.1 In case specifications or a design of the software to be developed have not been submitted to Supplier at the time when the Agreement is entered into, parties will consult with each other and specify in writing which software will be developed and which steps will be taken to that effect. Supplier will develop the software with due care based on information to be submitted by Client. If parties have agreed on a development method that is characterized by the design and/or development of parts of the software that is subject to a priority ranking which is to be determined in further detail during the performance of the Agreement, such priority ranking will be established in consultation between parties at all times.

- 26.2 Supplier will be entitled, however not obligated, to investigate the correctness, completeness or consistency of the information made available to it and, upon observation of any imperfections, to suspend the agreed work activities in consultation with Client, until the imperfections in question have been remedied by Client.

#### **Article 27 Delivery, installation and acceptance**

- 27.1 Supplier will deliver, install, design and tune the software to be developed for Client as much as possible in accordance with the specifications laid down in writing, within the environment or environments intended for that purpose. Unless explicitly agreed otherwise, Supplier will not be obligated to perform a data conversion.
- 27.2 Unless it is explicitly agreed otherwise, Supplier will not be obligated to make a testing environment available to Client to perform an acceptance test. If an acceptance test has been agreed, the testing period will be fourteen days after completion of the installation of the software in a technical infrastructure appointed by Client.
- 27.3 During the testing period, Client will not be permitted to use the software for productive or operational purposes. Supplier may at all times, also in the event that such has not been explicitly agreed, demand from Client to perform a proper test of sufficient extent and scope of the (interim) results of the development works, with sufficiently qualified personnel and that the test results are reported to Supplier in writing, in a convenient and comprehensible form.
- 27.4 Parties will consider the software as having been accepted: a). in case no acceptance test has been agreed between parties: upon completion of the installation of the software in a technical environment appointed by Client, or else b). in case an acceptance test has been agreed between parties: on the first day after the testing period, or else c). in case before the end of the testing period Supplier receives a test report as referred to in article 27.3: at the moment when the errors referred to in that test report within the meaning of these general terms and conditions have been remedied, without prejudice to the presence of imperfections that according to article 27.4 form no impediment for acceptance.
- 27.5 In derogation from article 27.4, if Client uses the software for any productive or operational purposes before the moment of its explicit acceptance, the software will be considered as fully accepted from the start of such use.
- 27.6 If during the performance of the agreed acceptance test it becomes evident that the software contains errors that impede the progress of the acceptance test, Client will send a detailed written notification of this to Supplier, in which case the testing period will be interrupted until the software has been adjusted in such manner that the impediment is removed.
- 27.7 If during the performance of the agreed acceptance test it becomes evident that the software contains errors within the meaning of these General Terms and Conditions, Client will notify Supplier of the errors no later than on the final day of the testing period by way of a written and detailed test report. Supplier will exert itself to the best of its ability to remedy the errors as referred to within a reasonable term, while Supplier will have the right to install temporary solutions, workarounds in the software.
- 27.8 Acceptance of the software may not be withheld on grounds other than those in connection with specifications expressly agreed between parties and may furthermore not be withheld for the presence of minor errors, being errors that within reason form no impediment for operational or productive commissioning of the software, without prejudice to the obligation of Supplier to remedy these minor errors within the framework of the guarantee arrangements of article 28, if applicable. Acceptance may furthermore not be withheld with regard to aspects of the software that can only be assessed subjectively, such as the design of user interfaces.
- 27.9 If the software is delivered and tested in phases and/or in parts, the non-acceptance of a certain phase and/or part does not affect a possible acceptance of an earlier phase and/or part.
- 27.10 Acceptance of the software in one of the manners as referred to in article 27.4 will have for a result that Supplier is fully discharged from compliance with its obligations pertaining to the development of the software and making it available and of its obligations pertaining to the installation of the software. Acceptance of the software is without prejudice to the rights of Client under article 27.8 pertaining to minor defects and under article 28 pertaining to guarantee.

#### **Chapter IV Guarantee, Management and Maintenance of Software**

Besides the General Provisions of these General Terms and Conditions, the provisions as referred to in this chapter "Management and Maintenance of Software" apply to all software taken over by Supplier for management or maintenance purposes as well. The rights and obligations as referred to in this chapter exclusively apply to computer software in dataprocessing, machine-readable form, recorded on material that is readable for such a machine and the appurtenant documentation, all including any new versions to be provided by Supplier. The software as referred to in this chapter will also include websites and Mobile Apps.

#### **Article 28 Guarantee scheme**

- 28.1 Supplier will exert itself to the best of its ability to remedy errors in the software in the sense of these General Terms and Conditions within a reasonable term if these errors have been reported in detail to Supplier in writing within a period of four weeks after delivery, or, if an acceptance test has been agreed between parties, within four weeks after acceptance.
- 28.2 Supplier does not guarantee that the software will function without any interruption, errors or other defects or that all errors and other defects will be remedied. Restoration will be performed free of charge, unless the software was developed on orders from Client other than for a fixed price, in which case Supplier will charge the costs for restoration according to its usual rates. Supplier may charge the costs for restoration according to its usual rates in case of user errors or improper use on the part of Client or in case of other causes that cannot be attributed to Supplier or if errors in the performance of the agreed acceptance test could have been determined.
- 28.3 Restoration of corrupt or lost data not attributable to Supplier is not included in the guarantee.
- 28.4 The guarantee obligation will expire if Client makes changes or has changes made to the software without written consent from Supplier.
- 28.5 Supplier has the right to install temporary solutions or program workarounds or problem-avoiding restrictions in the software.
- 28.6 Supplier has no obligations pertaining to restoration for errors reported after the guarantee period as referred to in article 28.1 has passed, unless parties have concluded a maintenance agreement comprising such obligation for restoration.

#### **Article 29 Maintenance**

- 29.1 If a maintenance agreement has been concluded for the software, Client will notify Supplier of detected errors in the software in accordance with the procedures as agreed upon.
- 29.2 After receipt of the notification Supplier will exert itself to the best of its ability to remedy errors in the sense of these General Terms and Conditions and/or make improvements in later versions of the software. Depending on the urgency, the results will be made available to Client in a manner and at a time to be determined by Supplier. Supplier has the right to install temporary solutions or program workarounds or problem-avoiding restrictions in the software. Unless it is explicitly agreed otherwise, Supplier will not be obligated to perform a data conversion.
- 29.3 Supplier will install, design and tune the restored software or the new version that has been made available.
- 29.4 Supplier does not guarantee that the software will function without any interruption, errors or other defects or that all errors or other defects will be remedied.
- 29.5 Supplier may charge the costs for restoration according to its usual rates in case of user errors or improper use or in case of other causes that cannot be attributed to Supplier, or in case the software has been amended by parties other than Supplier. Restoration of corrupt or lost data not attributable to Supplier is not included under maintenance.
- 29.6 If Client has not concluded a maintenance agreement with Supplier simultaneously with the conclusion of the Agreement to make software available, Supplier cannot be held to as yet conclude a maintenance agreement at a later time.

#### **Article 30 Software from third-party supplier**

- 30.1 If and insofar as Supplier makes software from third parties available to Client, provided that Supplier has notified Client of this in writing, the terms and conditions of these third parties will apply for the software in question, while setting aside the provisions in these terms and conditions.
- 30.2 Client accepts the referred terms and conditions from third parties. These terms and conditions will be available for inspection by Client at Supplier and Supplier will send of a copy of these terms and conditions to Client at the request of the latter.
- 30.3 If and insofar as the referred terms and conditions from third parties for whatever reason are considered inapplicable or are declared inapplicable in the relationship between Client and Supplier, the provisions in these General Terms and Conditions will apply in full.

#### **Chapter V Use of technical infrastructure or facilities in data center of Supplier**

The provisions as referred to in this chapter "Use of technical infrastructure or facilities in data center of Supplier" will apply beside the General Provisions of these General Terms and Conditions, the provisions from the chapter Service Provision from Supplier, in the event that Supplier provides services such as hosting, Cloud services

(Back-up as a Service, Desktop as a Service, Disaster Recovery as a Service and the service provision pertaining to networks.

#### **Article 31 Basic principles in the use of technical infrastructure or facilities**

31.1 For the use of technical infrastructure or the facilities within the data center of Supplier, a multi-annual Agreement will be concluded with Client, unless otherwise agreed in the Agreement.

31.2 The basic principles of the Agreement pertaining to a service area are:

- 1) The provision of support by the 1st line support Service Desk during regular office hours, with due observance of article 20;
- 2) The provision of technical support by the 2nd line support Service Desk during regular office hours, with due observance of article 21;
- 3) The performance of operational management works, with due observance of article 34;
- 4) The performance of technical management works, with due observance of article 23;
- 5) The guarantee of an "uptime" of at least 99.982% per four (4) weeks, measured over regular working days, unless there is a case of force majeure as stipulated in article 10.

31.3 The technical infrastructure and the facilities within the data center of Supplier are available seven (7) days a week and 24 hours per day, with the exception of the moment of a planned back-up (see article 34) or planned maintenance (see article 35) or breakdowns within the infrastructure (see article 36).

#### **Article 32 Back-up as a Service**

32.1 Making maximum effective disk capacity available. The maximum effective disk capacity is determined in consultation with Client.

32.2 Additional disk capacity of 100 GB per expansion will be carried out, upon request received from Client.

#### **Article 33 Connectivity Services VPN Connection**

33.1 For Connectivity Services VPN Connection, an Agreement of at least one year will be concluded with Client.

33.2 Making available the technical infrastructure within the data center of Supplier for Connectivity Services, which include routers and firewalls, the Internet backbone.

#### **Article 34 Data Back-up Procedure**

34.1 The back-up for systems within the datacenter of Supplier is performed on regular working days between 19.00 hours and 04.00 hours.

34.2 Each written request from Client to make a back-up outside regular working days and/or outside the times as referred to in paragraph 1 will be taken into consideration by Supplier and if granted will be considered as additional work (see article 17), unless this has been arranged otherwise in the Agreement. The request must be submitted to Supplier at least one regular working day in advance.

34.3 All back-up media will be stored offside on regular working days.

34.4 In case of an emergency, the maximum loss of data will be one regular working day.

34.5 The standard back-up schedules for the various platforms are as follows.

a) *Windows platform:*

- i) a (full) back-up will be made from Monday - Friday. This back-up will be kept for four (4) weeks;
- ii) the back-up tape of the final working day of the month, also referred to as the monthly back-up tape, will be kept for one (1) month.

b) *P-series platform:*

- i) a full system back-up will be made on every regular working day. This back-up will be kept for four (4) weeks;
- ii) the back-up of the final working day of the month, also referred to as the monthly back-up, will be kept for one (1) year.

#### **Article 35 Maintenance**

35.1 Maintenance works to the technical infrastructure or facilities within the data center of Supplier will be scheduled during the weekend between Friday evening at 19.00 hours and Sunday night at 24.00 hours.

35.2 Supplier will inform Client regarding the maintenance works in question at least two (2) working days in advance.

#### **Article 36 Breakdowns**

- 36.1 In case of breakdowns of components, system software, data communication or Internet connection that belong to a service area, Supplier will provide 1st and 2nd line support. In case of failure to detect the cause of the breakdown the third party supplier will be engaged.
- 36.2 Breakdowns with regard to applications are not included as responsibility of Supplier, unless this has been explicitly included in the Agreement.
- 36.3 The remedy of breakdowns outside the service area at the request of Client will considered as additional work (see article 17).

#### **Article 37 Start and Duration Agreement**

- 37.1 The Agreement starts at the 1st of the month following the technical infrastructure and facilities becoming operational.
- 37.2 Parties will meet no later than three (3) months prior to the end of the Agreement to negotiate any new conditions or a new Agreement to be concluded.

### **Chapter VI Network Management Services**

#### **Article 38 Basic Principles Network Management Services**

- 38.1 Unless otherwise agreed in the Agreement, a multi-annual Agreement will be concluded with Client for the provision of Network Management Services.
- 38.2 At written request from Client, support outside regular working hours as referred to in article 21 may be provided as additional work (see article 17). The request must be submitted to Client at least one (1) working day in advance.

#### **Article 39 Data Back-up Procedure**

- 39.1 The back-up of the network will be performed on regular working days between 19.00 hours and 04.00 hours.
- 39.2 Each written request from Client to make a back-up outside regular working days and/or outside the times as referred to in paragraph 1 will be taken into consideration by Supplier and if granted will be considered as additional work (see article 17), unless this has been arranged otherwise in the Agreement. The request must be submitted to Supplier at least one regular working day in advance.
- 39.3 All back-up media will be stored in accordance with the arrangements made with Client.
- 39.4 In case of an emergency, the maximum loss of data will be one regular working day.
- 39.5 The standard back-up schedules for *MS Windows* and *Linux* platforms are as follows:
- iii) from Monday up to and including Friday, a full back-up will be made. This back-up will be kept for four (4) weeks;
  - iv) the back-up tape of the final working day of the month, also referred to as monthly back-up tape will be stored for one (1) month.

#### **Article 40 Breakdowns**

- 40.1 In case of breakdowns of components of the network that belong to the service area, Supplier will provide 1st and 2nd line support. In case of failure to detect the cause of the breakdown Supplier will be engaged.
- 40.2 Breakdowns with regard to applications are not included as responsibility of Supplier, unless this has been explicitly included in the Agreement.
- 40.3 The remedy of breakdowns outside the service area at the request of Client will considered as additional work (see article 17).

#### **Article 41 Start and Duration Agreement**

- 41.1 The Agreement starts on the date as included in the Agreement.
- 41.2 Parties will meet no later than three (3) months prior to the end of the Agreement to negotiate any new conditions or a new Agreement to be concluded.

### **Chapter VII IT Risk assessment, IT Audits, Ethical Penetration Test**

#### **Article 42 IT Risk assessment, IT Audits, Ethical Penetration Test**

- 42.1 Supplier retains the right, for the purpose of guaranteeing the continuity of the operational process, to have IT Risk assessment, IT Audits, Ethical Penetration Tests conducted by an independent party, without Client's consent.
- 42.2 Client does not have the right to conduct IT Risk assessment, IT Audits, Ethical Penetration Tests, or have these conducted, provided that there is a request to that effect on legal grounds or the request to that effect was made by an authorized body. Client retains the right to assess such a request for its motivation, to verify whether it is binding or whether it does not obstruct the continuity of the business operations of Supplier.

Today, 20 DEC 2018 submitted to  
the Court of First Instance in Curaçao  
The Court Recorder / [Official stamp and signature]

*This is a true and unaltered  
translation of the text in the  
General Terms and Conditions  
of Core N.V.*

*IN WITNESS WHEREOF, I affix  
my seal and signature hereto  
The Hague, March 19th, 2019.*