

In the absence of an expressly agreed invoicing, all amounts related to the development of the software shall be due upon completion of the installation of the software.

Chapter IV Warranty, Management and Maintenance of Software.

The provisions set forth in this Chapter "Management and Maintenance of Software" shall, in addition to the General Provisions of these General Terms and Conditions, apply to all software managed and maintained by the Contractor. The rights and obligations referred to in this Chapter relate exclusively to computer software in a form which is readable for a data processing machine and recorded on material which is readable for such a machine, as well as to related documentation, all this including any new versions to be provided by the Contractor. Where this chapter refers to software, this shall also include websites and Mobile Apps.

Article 28 Guarantee scheme

- 28.1 The Contractor shall endeavour to the best of its ability to remedy errors in the software within the meaning of these General Terms and Conditions within a reasonable period of time if these are reported to the Contractor in writing within a period of four weeks after delivery, or, if an acceptance test has been agreed between the parties, within four weeks after acceptance, described in detail.
- 28.2 The Contractor does not guarantee that the software will operate without interruption, errors or other defects or that all errors and other defects will be corrected. The repair will be carried out free of charge, unless the software has been developed by order of the Client other than for a fixed price, in which case the Contractor will charge the costs of repair according to its usual rates. The Contractor may charge the costs of repair according to its usual rates if there are user errors or inexpert use by the Client or other causes not attributable to the Contractor or if the errors could have been detected during the performance of the agreed acceptance test.
- 28.3 Repair of mutilated or lost data not attributable to the Contractor is not covered by the warranty.
- 28.4 The warranty obligation shall lapse if the Client makes or causes changes to be made to the software without the written permission of the Contractor.
- 28.5 The Contractor is entitled to implement temporary solutions or program workarounds or problem-avoiding restrictions in the software.
- 28.6 The Contractor shall have no obligation regarding repair for errors reported after the expiration of the warranty period referred to in Article 28.1, unless a maintenance agreement has been concluded between the parties which includes such an obligation to repair.

Article 29 Maintenance

- 29.1 If a maintenance agreement has been entered into for the software, Client shall report to Contractor any errors found in the software in accordance with the agreed procedures.
- 29.2 After receiving the notification, the Contractor shall make every effort to the best of its ability to repair errors within the meaning of these General Terms and Conditions and/or make improvements in subsequent new versions of the software. Subject to the urgency, the results shall be made available to the Client in the manner and within the term to be so determined by the Contractor. The Contractor is entitled to implement temporary solutions or program bypasses or problem-avoiding restrictions in the software. Unless explicitly agreed otherwise, Contractor is not obliged to perform data conversion.
- 29.3 The Contractor shall install the corrected software or the new version made available.
- 29.4 The Contractor does not warrant that the software will operate without interruption, errors or other defects or that all errors or other defects will be corrected.
- 29.5 The Contractor may charge the costs of repair according to its usual rates if there are user errors or inexpert use or other causes not attributable to the Contractor or if the software has been modified by others than the Contractor. Recovery of mutilated or lost data is not covered by maintenance if it is not attributable to the Contractor.
- 29.6 If the Client did not enter into a maintenance agreement with the Contractor at the same time as entering into the Agreement to make the software available, the Contractor cannot be obliged to enter into a maintenance agreement at a later time.

Article 30 Supplier software

- 30.1 If and to the extent that the Contractor makes software from third parties available to the Client, the terms and conditions of those third parties will apply to such software, provided that the Client has been notified in writing by the Contractor, to the exclusion of the provisions of these terms and conditions.
- 30.2 Client shall accept the said terms and conditions of third parties. These conditions shall be available for inspection by the Client at the Contractor's premises and the Contractor shall send these conditions to the Client upon request.
- 30.3 If and to the extent that the said third-party terms and conditions are deemed inapplicable or declared inapplicable in the relationship between the Client and the Contractor for any reason whatsoever, the provisions of these General Terms and Conditions shall apply in full.

Chapter V Use of technical infrastructure or facilities in Contractor's data centre

The provisions mentioned in this chapter "Use of technical infrastructure or facilities in Contractor's data centre" are, in addition to the General Provisions of these General Terms and Conditions, the provisions in the chapter "Services provided by Contractor", applicable if Contractor provides services, such as Hosting Services, Cloud services (Back up as a Service, Desktop as a Service, Disaster Recovery as a Service) and services related to networks.

Article 31 Principles of use of technical infrastructure or facilities

- 31.1 Unless otherwise agreed in the Agreement, a multi-year Agreement shall be entered into with Client for the use of the technical infrastructure or facilities within the Contractor's data centre.
- 31.2 The principles of the Agreement regarding a service area are:
- 1) The provision of support by the 1st line support Service Desk during normal business hours, subject to Article 20;
 - 2) The provision of technical support by the 2nd line support Service Desk during normal business hours subject to Article 21;
 - 3) Performing operational management activities, subject to Article 34;
 - 4) Performing technical management work, subject to Article 23;
 - 5) Guaranteeing an "uptime" of at least 99.982% every four (4) weeks, measured over normal business days, except in the case of force majeure as stipulated in Article 10;
- 31.3 The technical infrastructure and facilities within the Contractor's data centre shall be available seven (7) days a week and 24 hours a day, except for the time of scheduled backup (see Article 34) or scheduled maintenance (see Article 35) or failures within the infrastructure (see Article 36).

Article 32 Backup as a Service


- 32.1 Provision of maximum effective disk capacity. The maximum effective disk capacity shall be determined in consultation with Client.
- 32.2 Additional disk capacity shall be expanded per 100GB and shall be done at the request of Client.

Article 33 Connectivity Services VPN Connection

- 33.1 An Agreement for a minimum of one year shall be entered into with Client for Connectivity Services VPN Connection.
- 33.2 The provision of the technical infrastructure within the Contractor's data centre for the purpose of the Connectivity Services including the routers and firewalls, the Internet backbone.

Article 34 Data Backup Procedure

- 34.1 The backup serving the systems within the Contractor's data centre is performed on normal business days between 19:00- 04:00.
- 34.2 Any written request by the Client for backup outside normal working days and/or outside the times mentioned in paragraph 1 will be considered by the Contractor and, if granted, will be considered as additional work (see Article 17), unless otherwise provided for in the Agreement. The request must

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- be submitted to the Contractor at least one normal working day in advance.
- 34.3 All backup media are kept offsite on normal business days.
- 34.4 In the event of a disaster, the maximum data loss is one normal business day
- 34.5 The standard backup schedules serving the various platforms are as follows.
- a) *Windows platform:*
 - a consolidated incremental backup is made every day. This backup is kept for one month;
 - i) the backup of the last business day of the month, also called the month backup, is kept for one year.
 - ii) the backup of the last working day of the year, also called the year backup, is kept for 5 years.
 - iii) Backups are written to tape media on weekdays, and kept offsite.
 - b) *P-series platform:*
 - i) a full system backup is made on each normal business day. This backup is kept for one month.
 - ii) the backup of the last business day of the month, also called the month backup, is kept for one year.
 - iii) the backup of the last working day of year, also called the year backup, is kept for 5 years.
 - iv) Backups are written to tape media on weekdays, and kept offsite.
- 34.6 This article does not apply to Cloud Services Backup as a Service (BaaS).

Article 35 Maintenance

- 35.1 Maintenance work on the technical infrastructure or facilities within Contractor's data centre will be scheduled on weekends between Friday evening 7:00 p.m. and Sunday evening midnight.
- 35.2 Contractor shall inform Client regarding the maintenance work in question, at least two (2) working days in advance.

Article 36 Malfunctions

- 36.1 In case of malfunctioning of components, system software, data communication or Internet connection belonging to a service area, Contractor shall provide 1st and 2nd line support. If the cause of the malfunction cannot be determined, the supplier will be called in.
- 36.2 Malfunctions related to applications are not the responsibility of the Contractor, unless explicitly included in the Agreement.
- 36.3 Troubleshooting outside the service area at the request of the Client shall be considered additional work (see Article 17).

Article 37 Commencement and Duration of the Agreement

- 37.1 The Agreement will commence as of the 1st of the month following the operationalization of the technical infrastructure or the facilities.
- 37.2 The parties shall meet at least three (3) months prior to the expiration of the Agreement to negotiate any new terms of a new Agreement to be entered into.

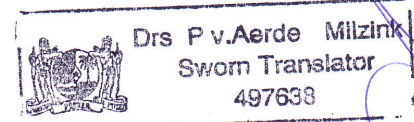
Chapter VI Network Management Services

Article 38 Principles of Network Management Services

- 38.1 Unless otherwise agreed in the Agreement, a multi-year Agreement shall be entered into with Client for the provision of Network Management Services.
- 38.2 At the written request of the Client, support as referred to in Article 21 may be provided outside normal business hours as being additional work (see Article 17). The request must be submitted to the Contractor at least one (1) working day in advance.

Article 39 Data Backup Procedure

- 39.1 Network backup is performed on normal business days between 19:00- 04:00.
- 39.2 Any written request by the Client for backup outside normal working days and/or outside the times



mentioned in paragraph 1 will be considered by the Contractor and, if granted, will be considered as additional work (see Article 17), unless otherwise provided for in the Agreement. The request must be submitted to the Contractor at least one normal working day in advance.

- 39.3 All backup media will be retained in accordance with arrangements made with Client.
- 39.4 In the event of a disaster, the maximum data loss is one normal business day.
- 39.5 The default backup schedules for *MS Windows and Linux platform* is as follows:
 - v) A full backup is made from Monday through Friday. This backup will be kept for four (4) weeks;
 - vi) the backup tape of the last business day of the month, also called month backup tape, is kept for one (1) month.

Article 40 Malfunctions

- 40.1 In case of malfunctioning of components of the network belonging to the service area, the Contractor shall provide 1st and 2nd line support. If the cause of the failure cannot be determined, the Contractor will be called in.
- 40.2 Malfunctions related to applications are not the responsibility of the Contractor, unless explicitly included in the Agreement.
- 40.3 Troubleshooting outside the service area at the request of the Client shall be considered additional work (see Article 17).

Article 41 Commencement and Duration of the Agreement

- 41.1 The Agreement is effective as of the date specified in the Agreement.
- 41.2 The parties shall meet at least three (3) months prior to the expiration of the Agreement to negotiate any new terms of a new Agreement to be entered into.

Chapter VII IT Risk Assessment, IT Audits, Ethical Penetration Test

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

- 42.1 Contractor reserves the right to have IT Risk Assessments, IT Audits or Ethical Penetrations Tests performed by an independent party to ensure business continuity without the consent of Client.
- 42.2 Client does not have the right to perform or have performed an IT Risk Assessment, IT Audits or an Ethical Penetrations Test, provided that a request to do so has a legal basis or the request is made by an authorized body. The Contractor reserves the right to assess any such request for justification, whether it is binding or whether it would jeopardize the continuity of the Contractor's business operations.

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