General Terms and Conditions
for providing products and services
by CORE N.V.

Title	: General Terms and Conditions
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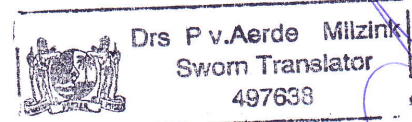
CORE N.V. has adopted and filed the following General Terms and Conditions with the Registry of the Court of First Instance of Curaçao.

In the delivery conditions the following terms shall be defined as stated below:
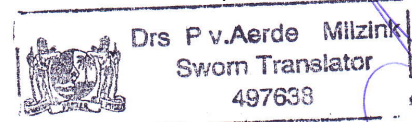Client: the party issuing the order.
Contractor: CORE N.V.

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 specialized knowledge.
c. 2-factor authentication	is a method of verifying a user's identity that combines two of three possible authentication factors to grant access to a website or application.
d. Application Management:	maintaining the application software and databases.
e. Application Hosting.	equivalent to Hosting Services.
f. Backup:	a copy of the data stored on a Server's hard drive, made with a dedicated program. The copy is made to safeguard data in case problems arise and data need to be written back.
g. Save Backup	retain Backup Media from Client, who shall make its Backup on site and as a precautionary measure keep such Backup in a secure location within Contractor's data centre.
h. Management and maintenance of software	equivalent to Application Management.
i. Availability:	the Contractor's infrastructure is available seven (7) days a week, 24 hours a day, except for the time of scheduled backup or scheduled maintenance or failures within the infrastructure.
j. Processor:	in accordance with its meaning as assigned in the National Ordinance on Personal Data Protection (AB 2010, no 84).
k. Business Continuity Management:	actions and strategies to protect and restore critical business processes that, in the event of slow recovery, could result in significant damage to the Client's organization.
l. Business Continuity Services (BCS):	the service in which the Contractor gives the Client the ability to increase the availability of its critical IT services in order to ensure the continuity of its business processes.
m. Calamity:	an unforeseen and undesirable event of such magnitude that it interferes with the Contractor's normal services.
n. Call-order:	handling an incident that falls beyond the agreed upon service area or performing small jobs where there is no quotation or SLA underlying the performance.
o. Cloud Services Backup as a Service (BaaS):	the activities aimed at storing data of the Client, to store the data in a secure way, via the Internet or via a leased line, in the data centre of the Contractor or in the United States. Here the Client has the choice of own management of the Backups or having the Contractor take care of managing and restoring the Backup.
p. Cloud Services Data Storage as a Service (DSaaS):	store in a secure manner, via the Internet or via a leased line the Client's data, in Contractor's data centre.
q. Cloud Services Desktop as a Service (DaaS):	providing the office automation park for Client in Contractor's data centre where servers are deployed to create a virtual desktop with the necessary functionality for the users. Here, all software is centrally

located on the terminal servers. Client (or user) connects to the server via remote desktop protocol and then each user is presented with his personal environment.

r. Cloud Services Disaster Recovery as a Service: (DRaaS)	providing a Disaster recovery plan and hot standby environment in the Contractor's data centre. Data on Client's servers will be replicated to Contractor's servers at x number of intervals per day to be determined by Client. In the event of a disaster, the Client can use the servers at the Contractor via VPN, leased line or at the Contractor's location.
s. Co-Location:	the provision of facilities within Contractor's data centre for the benefit of Client's computer equipment, with all associated facilities such as power management, cooling, fire prevention and security.
t. Co-Location Services:	services related to or connected with Co-Location.
u. Connectivity Services:	data communications between Contractor's data centre and Client's location.
v. Connectivity Services VPN Connection	providing access to the Client's infrastructure in a secure manner over the Internet via either SSL/VPN or IPSEC/VPN.
w. Contact:	Client's designated representatives for the purposes of the Agreement.
x. Data Backup:	see Backup.
y. Direct damage:	direct damages shall mean only:

- a. reasonable costs that the Client would have to incur to have the Contractor's performance comply with the Agreement; however, such substitute damage shall not be compensated if the Agreement is terminated by or at the request of the Client;
- b. reasonable costs incurred by the Client for necessarily keeping its old system or systems and related facilities operational longer due to the Contractor's failure to deliver by a deadline binding on it, less any savings resulting from the delayed delivery;
- c. reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of these terms and conditions;
- d. reasonable costs incurred to prevent or limit damage, to the extent that the Client demonstrates that these costs have resulted in limiting direct damage within the meaning of these terms and conditions.

z. Email Services	see Hosting Services.
aa. E-mail & Internet Services	providing secure Internet access based on access through certain categories via the proxy server and providing e-mail on which as much as reasonably possible the necessary spam and antivirus checks are performed.
bb. Ethical Penetration Test	security assessment where one or more computer systems/applications are checked for vulnerabilities. These vulnerabilities will not be used to break into computer systems/applications (of anyone other than Client).
cc. Fallback Server:	a second server, in addition to the primary production server, which should be able to take over the function of the primary production server in case problems occur with the primary production server and it needs to be taken out of service.
dd. Firewall Services:	managing Client's firewall from Contractor's data centre.
ee. Errors:	a substantial failure to comply with the functional or technical specifications stated in writing by the Client and, in the case of custom-made software and websites, the functional or technical specifications expressly agreed in writing between the parties. An error shall only exist if the Client can prove it and if it is reproducible.

ff. Functional Management:	maintaining and directing the provision of information.
gg. Hosting Services:	the hosting of a Client's application, website or emails on the technical infrastructure in Contractor's data centre.
hh. Incident:	any event different from the expected standard operation of a system, which affects the operation of the system. This impact may be small or even transparent to the user organization of this system. A calamity does not fall under the definition of an incident.
ii. Infrastructure as a service (IaaS)	equivalent to **Co-Location Services.**
jj. Infrastructure:	the set of technical components, system and application software required to be made available for one or more services by the Contractor.
kk. Internet	global computer network providing a variety of information and communication facilities, consisting of interconnected networks using standardized communication protocols.
ll. Internet Services	A service provided by the Contractor to provide secure and category-based access to the Internet.
mm. Intranet	closed network consisting of WAN connections managed by Contractor.
nn. Additional work:	work performed outside the service area, assignment and/or normal working days and/or normal business hours shall be considered additional work.
oo. Notification:	all questions, requests and problems received, by phone, WhatsApp, by email or through the Contractor's help desk system to the Service Desk.
pp. Network:	series of computers that are interconnected and therefore can use programs and services on the server or peripheral devices such as a printer.
qq. Network Management Services:	A service provided by Contractor, to manage local area networks (Local Area Networks), consisting of servers, workstations, switches and printers, among others. The service also offers advice to Client for improvements needed for network optimization.
rr. National Holiday:	a day when it is established by law that the employee has a holiday.
ss. Normal office hours:	Monday through Thursday from 07:30 - 12:00 and 13:30 - 17:00 and Friday from 07:30 - 12:00 and 13:30 - 16:30, excluding national holidays. The 1st line support is available Monday through Friday from 07:30 - 17:00, excluding national holidays.
tt. Normal business days:	Monday through Friday.
uu. Official holidays:	equivalent to National Holidays.
vv. Development of Software	equivalent to Software Engineering.
ww. Client:	the natural or legal person with whom the Agreement to provide services is concluded.
xx. Resolution time:	the time period during which efforts will be made to restore normal service with minimal impact to Client.
yy. Agreement:	a legal act by which Contractor and Client enter into a commitment in the form of a quotation or Service Level Agreement.
zz. Platform as a Service (PaaS)	platform, connectivity, security and technical management for the purpose of Hosting Services and Cloud Services offered by Contractor in the data centre.
aaa. Problem:	a condition of the technical infrastructure or application identified from incidents of a similar nature or a significant incident indicative of an error, the cause of which is still unknown.

bbb. Recovery Point Objective (RPO).	the age of files to be restored from backup to resume normal operation when a computer, system or network fails due to hardware, program or communications failure. The RPO is expressed backwards in time (that is, in the past) from when the failure occurs, and can be specified in seconds, minutes, hours or days.
ccc. Recovery Time Objective (RTO).	maximum allowable length of time that a computer, system, network or application can fail after a failure or disaster. RTO is a function of the degree to which the interruption disrupts normal operations and the amount of revenue lost per time unit due to the interruption. These factors, in turn, depend on the equipment and application(s) involved.
ddd. Response time:	the time between Client reporting an Incident to the Service Desk and when the Service Desk contacts Client to notifies the results of the initial analysis. The Service Desk uses a standard response time of a maximum of fifteen (15) minutes.
eee. Server:	computer that provides services to other computers. Servers can provide different services, for example, hand out Web addresses (domain name server), make Web pages available (Web server), send e-mails (mail server), store files (file server) or store data (database server).
fff. Server management:	perform preventive management so that the server does not experience interruptions and troubleshoot problems as needed.
ggg. Service area:	the description of the services to be provided by Contractor.
hhh. SLA:	an agreement between Client and Contractor of the services to be provided, the level of quality and the conditions under which the services are provided.
iii. Service Desk:	Contractor's first and only point of contact for incident reporting, submitting requests or change proposals regarding an agreed upon service area.
jjj. Service Level Agreement:	equivalent to SLA.
kkk. Service times:	the period during which personnel are present at the Contractor to receive and process reports and to ensure that, in the event that operation is disrupted, work can resume undisturbed.
lll. Software as a service (SaaS)	software offered by the Contractor as an online service. Client does not have to purchase the software, but enters into an SLA per month per user for use of the software.
mmm. Failure:	equal to Incident.
nnn. System:	equal to Server.
ooo. System Management:	equivalent to Technical Management.
ppp. Secure Sockets Layer (SSL):	a security protocol that creates an encrypted link between a Web server and a Web browser.
qqq. Software Engineering	software engineering is the set of activities aimed at the development of software, from analysis to implementation and management and maintenance of the software.
rrr. Technical advice:	propose improvements to the technical infrastructure of or for the benefit of the Client and to identify potential bottlenecks in a timely manner.
sss. Technical Management:	responsible for maintaining the operationalization of the information system, which consists of equipment, software and data collections.
ttt. Technical infrastructure:	equivalent to Infrastructure.
uuu. Technical Support :	equivalent to 2nd line support.

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vvv. Uptime:	the time that the technical infrastructure at Contractor's data centre will be available.
www. User account:	the identification data that allows the end user (read: Client) to access a system.
xxx. Controller:	in accordance with its meaning as assigned in the National Ordinance on Personal Data Protection (AB 2010, no 84).
yyy. Voice over IP services	IP Telephony, Voice Over Internet Protocol or VoIP is a technology that allows phone calls to be made over an IP network, or data network.
zzz. Virtual LAN:	a network consisting of a group of servers, workstation(s) and switches that logically but not necessarily physically form one LAN.
aaaa. WAN Management:	the supply and maintenance of a Point to Point or Point to Multipoint connection for Client where two or more locations can be connected to each other via a secure VPN connection. In this respect network redundancy can also be built up via different providers. Connections can be set up via leased lines and via Office Internet.
bbbb. Web Hosting Services:	equivalent to Hosting Services.
cccc. Website:	one or more integrated Internet pages, preceded by a home page.
dddd. Modification:	a change that under normal circumstances affects the working method or (as the case may be) availability with respect to the agreed service.

Article 2 Applicability

2.1 These General Terms and Conditions shall apply to all legal relationships and agreements under which Contractor provides services to Client.

2.2 Deviations and additions to these General Terms and Conditions shall be valid only if expressly agreed upon in writing.

2.3 Applicability of purchasing or other terms and conditions of Client is rejected.

2.4 If any provision of these General Terms and Conditions is null and void or nullified, the remaining provisions of these General Terms and Conditions shall remain in full force and effect.

Article 3 Price, payment, reservation of ownership and rights and retention

3.1 All prices include sales tax (*O.B. – Dutch abbreviation*) and other levies imposed by the government.

3.2 The date on which the Contractor will charge the Client the fee for the agreed deliverables shall be fixed in the Agreement or separately in a letter from the Contractor.

3.3 Invoices shall be paid by Client in accordance with the payment terms and conditions as stated on the invoice. In the absence of a specific arrangement, Client shall pay within thirty (30) days from invoice date.

3.4 All deliverables delivered to the Client shall remain the property of the Contractor until all fees owed by the Client for the deliverables under the Agreement have been paid to the Contractor in full.

3.5 Rights shall always granted or transferred to the Client, where applicable, on the condition that the Client pays the fees agreed upon for them timely and in full.

3.6 Contractor may retain any items, products, data, documents and (intermediate) results of Contractor's services received or generated under the Agreement, notwithstanding any existing obligation to surrender, until Client has paid all fees due to Contractor.

3.7 Client is not entitled to set off or suspend any payment.

3.8 In the absence of an agreed invoicing schedule, all amounts related to services provided by Contractor shall be payable in arrears once per calendar month.

3.9 In the absence of an expressly agreed invoicing schedule, all amounts pertaining to the development of the software shall be due upon delivery of the software or, if, where applicable, an assignment to be performed by the Contractor has also been agreed in writing, upon completion of such assignment.

Article 4 Confidential data and privacy
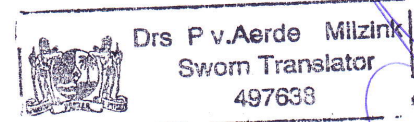
4.1 Each Party warrants that all information received from the other Party that is known or should be known to be of a confidential nature shall remain secret, unless a legal duty requires disclosure of such information. The Party receiving confidential information shall use it only for the purpose for which it was provided. Information shall in any case be considered confidential if it is designated as such by either of the parties.

4.2 Employees employed by or working on behalf of the Contractor are obliged to maintain confidentiality with respect to the data, software or information made available by the Client and of which they may become aware, except to the extent that they are required to disclose such data, software or information by or pursuant to statutory regulations. Contractor's employees will sign a confidentiality declaration to this effect upon commencing employment. If so desired, the Contractor is prepared to sign a confidentiality agreement with the Client.

4.3 The Contractor shall not disclose such data, software and information to third parties without prior written permission from the Client, unless a legal duty requires disclosure.

4.4 If applicable, Client and Contractor shall enter into a processor's agreement pursuant to the National Ordinance on Personal Data Protection, article 14 paragraph 2.

Article 5 Intellectual property rights

5.1 All intellectual property rights to the software, websites or other materials developed or made available under the Agreement, such as analyses, designs, documentation, reports, quotations, as well as preparatory materials thereof, belong exclusively to Contractor. The Client shall only acquire the rights of use expressly granted by these General Terms and Conditions and by law. Any other or further right of Client to reproduce software, websites, data files or other materials is excluded. Any right of use granted to Client is non-exclusive and non-transferable to third parties.

5.2 If, in deviation from Article 5.1, Contractor is prepared to undertake to transfer an intellectual property right, such an undertaking may only be made in writing and explicitly at all times. If the parties expressly agree in writing that rights of intellectual property in respect of software, websites, data files, equipment or other materials developed specifically for Client will be transferred to Client, such will be without prejudice to Contractor's authority to apply and exploit the parts, general principles, ideas, designs, documentation, works, programming languages and the like underlying that development for other purposes, either for itself or for third parties, without any restrictions. Nor does a transfer of intellectual property rights impair the Contractor's right to engage in, for itself or third parties, developments similar to those made or to be made for the Client.

5.3 The Contractor is permitted to take technical measures to protect the software or for agreed restrictions on the duration of the right to use the software. The Client is not permitted to remove or circumvent such a technical measure.

Article 6 Cooperation by Client

6.1 Client shall always provide Contractor with all data or information necessary for the proper performance of the Agreement in a timely manner and provide all cooperation, including providing access to its premises.

6.2 If the Client fails to make the data, equipment, software or employees necessary for the performance of the Agreement available to the Contractor, or fails to do so in a timely manner or in accordance with the arrangements made, or if the Client otherwise fails to fulfil its obligations, the Contractor shall be entitled to suspend the performance of the Agreement in whole or in part, and the Contractor shall be entitled to charge the costs incurred as a result in accordance with its usual rates, all without prejudice to the Contractor's right to exercise any other legal right.

6.3 In the event that Contractor's employees perform work on a structural basis at the Client's location, the Client shall provide the facilities reasonably required by those employees, such as a workspace, free of charge.

6.4 The Contractor is never liable for damage or costs due to malfunctions or unavailability of these facilities, unless the Client proves that such damage or costs are the result of intent or gross negligence on the part of the Contractor. If telecommunication facilities, including the Internet, are used in the performance of the Agreement, the Client is responsible for their timely and adequate

availability.

Article 7 Delivery periods

7.1   All (delivery) periods stated or agreed upon by the Contractor have been established to the best of the Contractor's knowledge based on the information known to the Contractor at the time the Agreement was entered into. The Contractor will make a proper effort to observe agreed (delivery) periods as much as possible. The mere exceeding of a stated or agreed (delivery) period shall not cause the Contractor to be in default.

7.2   In the event that the parties have expressly agreed on a deadline in writing, the Contractor shall not be in default on account of failure to meet the deadline until the Client has given him written notice of default. The Contractor shall not be bound by final or non-final (delivery) deadlines that can no longer be met due to circumstances beyond his control and arise after entering into the Agreement.

7.3   The Contractor shall not be bound by any delivery period of delivery deadline, if the parties have agreed to a modification in the content or scope of the Agreement (additional work, modification in specifications, etc.). If the exceeding of any deadline is imminent, Contractor and Client shall consult as soon as possible.

Article 8 Dissolution or termination of agreement

8.1   Each of the parties is authorized to dissolve the Agreement only if the other party, always in all cases after a proper and as detailed as possible written notice of default in which a reasonable period is given to remedy the failure, imputably fails to fulfil essential obligations under the Agreement.

8.2   Client may only terminate a Service Agreement early in the cases regulated in these General Terms and Conditions.

8.3   Either party may terminate the Agreement in writing with immediate effect, in whole or in part, without notice of default, if the other party is granted a provisional or non-provisional suspension of payments, if a petition is filed for the other party's bankruptcy, or if the other party's company is wound up or terminated other than for the purpose of reconstruction or merger of companies. Because of this termination, the contractor shall never be obliged to refund any monies already received or to pay damages.

8.4   If, at the time of dissolution as referred to in Article 8.1, the Client has already received deliverables in the performance of the Agreement, such deliverables and the related payment obligation cannot be revoked, unless the Client proves that the Contractor is in default with respect to such deliverables. Payments which the Contractor has invoiced prior to the dissolution in connection with what it has already duly performed or delivered in performance of the Agreement shall remain due in full with due observance of the provisions set out in the previous sentence and shall become immediately due and payable at the time of dissolution.

8.5   The Client may only terminate an Agreement entered into for a term of (at least) three years by the end of the term of the Agreement. Termination shall be made in writing with due observance of a notice period of at least three months prior to the end of the term. Termination of the Agreement shall not lead to any form of reimbursement and shall only mean that no Agreement will be concluded for the subsequent period.

Article 9 Contractor's liability; indemnification

9.1   The total liability of the Contractor shall be limited to compensation for Direct Damages and then up to the amount of ANG 5,000.00 (five thousand Antillean guilders), in the course of which a series of related events shall count as one event.
       If the Agreement is a Service Level Agreement with a term of more than one year and the Contractor's liability arises from this Service Level Agreement, the price agreed for the Agreement shall be set at the total of the fees (excluding Sales Tax) for one (1) year, being the year in which the damage occurred, up to a maximum of ANG 5,000 (excluding Sales Tax).

9.2   Contractor's liability for damages due to material damage shall not exceed ANG 5,000 (five thousand Antillean guilders).

9.3   Contractor's liability for indirect damage, consequential damage, loss of profit, lost savings, reduced
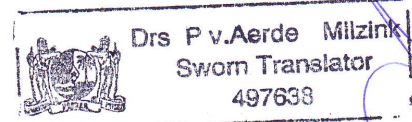
goodwill, damage due to business stagnation, damage resulting from claims of customers of the Client, mutilation or loss of data, damage related to the use of goods, materials or software of third parties prescribed by the Client to Contractor, damage related to the engagement of suppliers prescribed by the Client to Contractor and all other forms of damage other than mentioned in article 9.1 for any reason whatsoever, shall be excluded.

9.4   The limitations mentioned in previous paragraphs of this article shall cease to apply if and to the extent that the damage is the result of intent or gross negligence on the part of the Contractor.

9.5   The Contractor's liability on account of an attributable failure to perform an Agreement shall in all cases arise only if the Client gives the Contractor immediate and proper notice of default in writing, with a reasonable period being given to remedy the failure, and the Contractor continues to fail attributably in the performance of its obligations even after such period. The notice of default shall contain as complete and detailed a description of the breach as possible, so that Contractor is able to respond adequately.

9.6   A condition for the creation of any right to compensation shall at all times be that Client reports the damage to Contractor in writing as soon as possible after its occurrence. Any claim for damages against Contractor shall cease to be valid by the mere lapse of four weeks after the damage occurred.

9.7   The provisions set out in this article also apply for the benefit of all (legal) persons which the Contractor makes use of in the performance of the Agreement.

Article 10 Force Majeure

10.1   Force majeure means:
1) a circumstance that is not due to fault and cannot be attributed to a party by virtue of the law, a legal act or generally accepted practice;
2) all external causes, foreseen or unforeseen, which are beyond a party's control, including, but not limited to, Internet connection failures, telecommunications infrastructure failures, network failures.

10.2   In the event of force majeure, the performance of the relevant, and related, obligation(s) shall be suspended in whole or in part for the duration of such force majeure, without the parties being mutually liable for any compensation in this respect.

10.3   The parties may only invoke force majeure against each other if the party concerned, notifies the other party in writing of such an invocation of force majeure as soon as possible, submitting the necessary documentary evidence. Such written notice may also be given by e-mail.

10.4   Contractor is not liable for the consequences of force majeure, whether direct or indirect, which in any case include government decrees and measures, international conflicts, violent, terrorist or other armed actions, industrial unrest and acts of violence, including among its own personnel, disruptions in companies whose services are used, lockouts and boycotts. If a circumstance as aforementioned arises, Contractor shall take such measures as may reasonably be required of it in order to limit the adverse consequences thereof for Client.

Article 11 Duration of Agreement

11.1   If the Agreement concerns the performance of work within the framework of a project on which a quotation is based, the Agreement shall be entered into for the duration of the project.

11.2   If the Agreement relates to work performed under a Service Level Agreement, the Agreement shall be entered into for the duration of one, two or three years as further specified in the relevant Service Level Agreement.

Article 12 Disputes

12.1   There shall be a dispute between the parties if one of the parties presumes the presence of a circumstance impeding the performance of the Agreement in a normal manner and notifies the other party as such in writing, after which no mutually agreed solution to such dispute is reached within a reasonable period of time.

12.2   In the event of a dispute between the parties in the foregoing sense, the following procedure shall be followed:
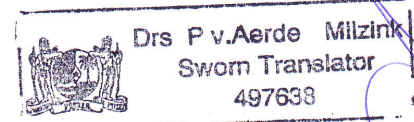
1) the Contractor's contact person consults with the Client's contact person;
2) if the consultation does not lead to a solution acceptable to the Client and the Contractor, the consultation shall be continued at the management level;
3. if this consultation also fails to result in an agreement between the parties, the dispute shall be submitted to an arbitration board consisting of three members: Client and Contractor shall each appoint an arbitration member separately, while the third member shall be appointed jointly by both party arbitrators;
4. if within one month after the day on which the dispute arose no agreement has been reached regarding the appointment of the latter arbitration member by the other arbitration members, he shall be appointed by the Court of First Instance in Curaçao, at the request of either party. No other legal process or appeal shall be available to the parties against the decision of the arbitrators;
5. the majority decision of this arbitration board shall be binding on both parties;
6. the resulting costs shall be divided as follows: each party shall pay 100% of the costs of its own chosen member, while the costs of the third member and/or third party/parties engaged by the arbitration board, or reasonable costs not attributable to the person of the arbitrator for the purpose of arriving at a decision, shall be divided equally between the parties.

12.3 The UNCITRAL Model Law on International Commercial Arbitration shall apply to the arbitration pursuant to Article 1020 of the Code of Civil Procedure.

Article 13 Security, privacy and retention periods.

13.1 The Contractor complies with its obligations as a processor under the laws governing the processing of personal data.

13.2 Client warrants that all legal requirements regarding the processing of personal data, including those provided by or pursuant to the National Ordinance on Personal Data Protection, are observed and that the required consents to process personal data have been obtained.

13.3 Client shall indemnify Contractor against all third party claims that may be brought against Contractor because of a violation of the National Ordinance on Personal Data Protection and/or other legislation concerning the processing of personal data not attributable to Contractor.

13.4 Client shall indemnify Contractor against all third party claims that may be brought against Contractor due to violation of legislation regarding the statutory retention periods.

Article 14 Acceptance Agreement

14.1 The Agreement between the parties shall be deemed agreed upon if any of the following conditions has been met:
1) the Agreement is signed by both Client and Contractor;
2) service has been commenced with the written approval of the Client or the service is already being purchased by the Client, pending formalization of the Agreement.

Article 15 Choice of law

15.1 Only the law of Curacao shall apply to these General Terms and Conditions, to the exclusion of all other law. If one of the provisions of these General Terms and Conditions is in conflict with the law or is otherwise nonbinding, the other provisions shall remain in full force and, for the nonbinding provision in question, a regulation shall be sought that does most justice to and is in line with the reason for the said nonbinding provision.

Chapter II Services provided by the Contractor

The provisions mentioned in this chapter "Services provided by the Contractor" shall, in addition to the General Provisions of these General Terms and Conditions, apply if the Contractor provides services, such as Hosting Services, Cloud services (Back up as a Service, Desktop as a Service, Disaster Recovery as a Service) consulting, project management, consultancy, training and services related to the management of networks.
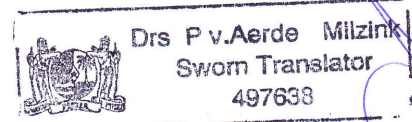
Article 16 Performance of work by Contractor

16.1 The Contractor shall use its best efforts to perform the services with care, where appropriate in accordance with the agreements and procedures established in writing with the Client. All services of Contractor are performed on the basis of man-hours, machine capacity, disk capacity, facilities made available within the data centre or data communication capacity. Agreements regarding a service level shall be agreed upon in writing.

16.2 If it has been agreed that the services will take place in phases, Contractor is entitled to postpone the commencement of the services belonging to a phase until Client has approved in writing the results of the preceding phase.

16.3 Only if expressly agreed in writing will the Contractor be obliged to follow instructions given by the Client in the performance of the services. The Contractor is not obliged to follow instructions that change or supplement the content or scope of the agreed services; however, if such instructions are followed, the work in question will be reimbursed in accordance with Article 17.

16.4 If a contract for services has been entered into with a view to performance by a particular employee of Contractor, Contractor shall be entitled, after consultation with Client, to replace such employee by one or more employees with the same qualifications.

Article 17 Modification and additional work

17.1 If, at the request or with the prior consent of the Client, the Contractor has performed work or other performance that falls outside the content or scope of the agreed services, this work or performance will be reimbursed by the Client in accordance with the Contractor's usual rates Additional work will also be involved if the requirements and wishes, a design or specifications of an application or information system to be developed are expanded or changed.

17.2 Client accepts that work or performance as referred to in Article 17.1 may affect the agreed or expected time of completion of the services, and the mutual responsibilities of Client and Contractor.

17.3 To the extent that a fixed price has been agreed for the provision of services, Contractor shall, if requested, inform Client in advance in writing of the financial consequences of such additional work or performance.

Article 18 Training

18.1 To the extent that the Contractor's services consist of providing training, the Contractor may always require payment due in respect thereof prior to the commencement of the training. Cancellation is possible up to a maximum of five (5) days before the start of the training. Thereafter, 100% of the costs will be charged with the possibility that the training can still be followed on a date to be agreed upon within a period of one (1) year.

18.2 In case of illness and/or prevention of a student, rescheduling is possible after consultation with the Contractor.

18.3 In case of illness or prevention of a teacher, Contractor shall provide equivalent replacement. If replacement proves impossible within the stipulated period, Contractor shall inform Client hereof. If Contractor provides an equivalent replacement, Client is not entitled to compensation of damages, costs or reduction of the agreed fee.

18.4 Client will not acquire any intellectual property rights with respect to the training sessions, or the materials made available, regardless of whether those intellectual property rights are held by Contractor or another party.

Article 19 Rental of premises for the purpose of training

19.1 To the extent that Contractor's services consist of renting out the premises for the purpose of providing training by Client, Contractor may require payment due in respect thereof prior to the commencement of the training.

19.2 Cancellation is free of charge up to three days before the start at the latest. Cancellation between two days or one day before the start of the training will be charged 25% of the agreed cost.

Article 20 1st line support Service Desk
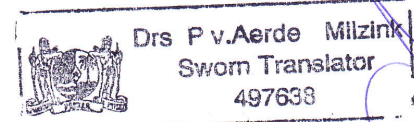
20.1   The activities covered under the 1st line support Service Desk are:
1) Taking, recording and handling all incoming incidents, requests, change proposals and inquiries from Client;
2) Performing 1st line support on incidents;
3) Monitoring the progress of handling reported incidents, requests, change proposals and questions;
4) Informing Client of the progress of handling outstanding incidents, requests, change proposals and questions;
5) Engaging and coordinating (if necessary) with third parties for incident resolution support.
20.2   The 1st line Support Service Desk maintains a standard response time of up to fifteen (15) minutes.

Article 21 Technical Support or 2nd line support
21.1   The activities covered under technical support are:
1) Taking and handling all incoming incidents, requests, change proposals and questions coming from the 1st line Support Service Desk;
2) Informing the 1st line Support Service Desk of the progress of handling open incidents, requests, change proposals and queries;
3) Engaging third parties for incident resolution and coordination if such is necessary.

Article 22 Solution standards
22.1   Depending on the impact on the continuity of the Client's business operations or the complexity of the incident, a priority code will be assigned to the incident in consultation with the Client.
22.2   The following target resolution times are used for each priority code:
a) **High**   with a maximum resolution time of two (2) hours;
b) **Medium**   with a maximum dissolution time of four (4) hours;
c) **Low**   with a maximum resolution time of one (1) business day.
22.3   The maximum resolution time commences at the time of notification to the Service Desk. The maximum time refers to and is calculated over normal business hours
22.4   Problems and changes are not covered by the resolution times mentioned in paragraph 2.

Article 23 Technical management
The work of Technical Management includes:
23.1   Security Management:
a) checking security log files;
b) creating and modifying system and user account;
c) creating and managing security groups;
d) managing the security database (assigning rights).
e) creating and modifying system policies
23.2   Services and monitoring:
a) monitoring operating system performance;
b) cleaning up system log files;
c) implementing updates and new versions of system software;
d) monitoring virus developments and taking immediate action if necessary;

23.3   Job-scheduling:
a) Describing, creating and maintaining login, logout, start and stop scripts;
b) setting "traps," "alerts" and logs as needed.
23.4   Data Backup Management:
a) describing and maintaining data backup and "restore" procedures;
b) Checking backups for completeness and reliability;
c) restoring (data) files and/or software at the written request of the Client;
d) restoring full system backup if necessary.
23.5   Availability and capacity management:
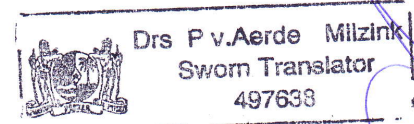
a) recommending and implementing methods and techniques to ensure service availability;
b) monitoring available capacity and planning upgrades, expansions and renewals.

23.6 Configuration Management:
a) documenting and maintaining the components (configurations) of the infrastructure.

23.7 Change Management:
a) monitoring, planning, developing and testing proposals for changes to 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 current system documentation.

23.10 User management network:
a) registering new network users and assigning privileges.
b) resetting passwords of network users.
c) deactivating network users.

Article 24 Reporting

24.1 Depending on the services provided, the Client will receive periodic reports regarding compliance with the Agreement.

24.2 The report will serve as input to an SLA review meeting.

Article 25 Interruption of Service

25.1 Contractor reserves the right to temporarily interrupt the service without Client being entitled to any compensation for the period during which the service was unavailable, if:
1) Client is in arrears for more than ninety (90) days and, despite a written demand for payment, has still not paid it within the specified period;
2) The Contractor has found that the Client is not complying with the guidelines for the use of the Contractor's infrastructure and thereby violating the General Terms and Conditions;
3) The Contractor has determined that, not through its own fault or actions, there are ongoing developments (e.g., viruses or network attacks) that could harm both the technical infrastructure of the Contractor and/or the infrastructure of the Client.

Chapter III Development of Software

The provisions set forth in this Chapter "Development of Software" shall, in addition to the General Provisions of these General Terms and Conditions and the provisions set forth in the Chapter "Provision of Services by the Contractor", apply if the Contractor develops and installs software by order of the Client. The Chapter "Warranty, Management and Maintenance of Software" also applies to this software. The rights and obligations referred to in this Chapter will 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 the associated documentation. Where this Chapter refers to software, this shall also include websites and Mobile Apps.

Article 26 Development of software

26.1 If specifications or a design for the software to be developed, were not already provided to the Contractor when the Agreement was concluded, the parties will specify in writing in consultation which software will be developed and in what manner this will be done. The Contractor will perform the development of the software with care on the basis of the data to be provided by the Client. If the parties have agreed on the use of a development method that is characterized by the fact that the design and/or development of parts of the software is subject to a further prioritization to be determined during the performance of the Agreement, this prioritization will always be established in consultation between the parties.

26.2 The Contractor shall be entitled, but not obliged, to examine the accuracy, completeness or
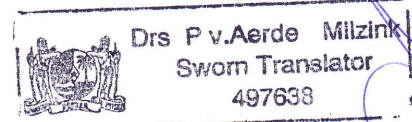
consistency of the data, specifications or designs made available to him and, if any imperfections are found, to suspend the agreed work in consultation with the Client until the Client has removed the imperfections in question.

Article 27 Delivery, installation and acceptance

27.1 The Contractor will deliver, install and set up the software to be developed for the Client as much as possible in accordance with the specifications laid down in writing, in the environment or environments intended for this purpose. Unless explicitly agreed otherwise, Contractor is not obliged to perform data conversion.

27.2 Unless expressly agreed otherwise, the Contractor is not obliged to make a test environment available to the Client for the purpose of conducting an acceptance test. If an acceptance test has been agreed, the test period will be fourteen days after completion of the installation of the software on a technical infrastructure designated by Client.

27.3 During the test period, the Client will not be permitted to use the software for productive or operational purposes. Contractor may always require, therefore even if this has not been expressly agreed, that Client conduct a proper test of sufficient scope and depth on (intermediate) results of the development work with sufficiently qualified personnel and that the test results be reported to Contractor in writing, clearly and comprehensibly.

27.4 The software will be deemed to be accepted between the parties: a). if an acceptance test has not been agreed between the parties: upon completion of the installation of the software on a technical infrastructure designated by the Client, or b). if an acceptance test has been agreed between the parties: on the first day after the test period, or c). if the Contractor receives a test report as referred to in Article 27.3 before the end of the test period: at the moment when the errors within the meaning of these General Terms and Conditions mentioned in that test report have been repaired, without prejudice to the presence of imperfections which do not prevent acceptance under Article 27.4.

27.5 In derogation from Article 27.4, if Client makes any use of the software for productive or operational purposes prior to the time of express acceptance, the software shall be deemed to be fully accepted from the commencement of such use.

27.6 If, during the performance of the agreed acceptance test, it becomes apparent that the software contains errors that hinder the progress of the acceptance test, Client will inform Contractor in detail of this in writing, in which case the test period will be interrupted until the software has been modified in such a way that this hindrance has been removed.

27.7 If, during the performance of the agreed acceptance test, it becomes apparent that the software contains errors within the meaning of these General Terms and Conditions, the Client will inform the Contractor of the errors by means of a written and detailed test report no later than on the last day of the test period. The Contractor will make every effort to remedy the said errors to the best of his ability within a reasonable period of time, whereby the Contractor is entitled to introduce temporary solutions, program bypasses in the software.

27.8 Acceptance of the software may not be withheld on any grounds other than those relating to the specifications expressly agreed between the Parties and, furthermore, not on account of the existence of minor errors, being errors that do not reasonably prevent the operational or productive commissioning of the software, without prejudice to the Contractor's obligation to remedy these minor errors under the guarantee scheme of Article 28, if applicable. Acceptance may furthermore not be withheld with respect to aspects of the software that can only be judged subjectively, such as the design of user interfaces.

27.9 If the software is delivered and tested in stages and/or parts, non-acceptance of a particular stage and/or part shall not affect any acceptance of an earlier stage and/or another part.

27.10 Acceptance of the software in one of the ways referred to in Article 27.4 will have the effect that the Contractor is fully discharged of its obligations regarding the development and provision of the software, of its obligations regarding the installation of the software. Acceptance of the software does not affect the Client's rights under Article 27.8 regarding minor defects and Article 28 regarding warranty.

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.
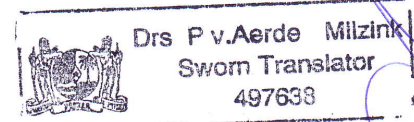
Article 30 Supplier software

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

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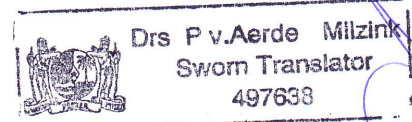
mentioned in paragraph 1 will be considered by the Contractor and, if granted, will be considered as additional work (see Article 17), unless otherwise provided for in the Agreement. The request must be submitted to the Contractor at least one normal working day in advance.

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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