

## **A. General terms and conditions SLTN Inter Access.**

### **Article 1 General**

1 These General Terms and Conditions apply to all of the offers on the part of SLTN Inter Access (which is understood to mean: SLTN IT Products BV, SLTN IT Services BV, SLTN IT Professionals BV, SLTN IT Systems BV and SLTN IT Group BV) and all agreements concluded with SLTN Inter Access.

2 In the event that a provision in these General Terms and Conditions is null and void or is nullified, then all of the other provisions will remain fully in force. Parties will consult with one another in order to agree on a provision that is to replace the void and/or nullified provision, in which the essence of the void and/or nullified provision is taken into account as much as possible.

### **Article 2 Definitions**

1 "Services": the services to be provided by SLTN Inter Access on the basis of the Agreement in the sphere of consultancy, leasing, delivery, installation and/or implementation of Hardware or Software, the development of software, management, maintenance or other services, as described in the Offer.

2 "Hardware": the hardware from third parties and the operating software used with this hardware, including the maintenance provided by the Supplier, to be supplied by SLTN Inter Access to Client on the basis of the Agreement, as described in the Offer.

3 "Supplier": the supplier of and/or manufacturer of and/or party entitled to the Hardware and/or Software, that supplies the Hardware and/or the Software to SLTN Inter Access relating to the sale or lease by SLTN Inter Access to Client.

4 "License agreement": the License agreement to be concluded by the Client with the Supplier in which the rights of use with respect to the Software are granted.

5 "Offer": the offer in which Client and SLTN Inter Access have laid down which Hardware, Software and/or Services SLTN Inter Access is to supply to Client and the conditions that apply.

6 "Client": the client of SLTN Inter Access.

7 "Agreement": the agreement that comes about upon the signing of the Offer by Client and SLTN Inter Access and that is subject to these General Terms and Conditions.

8 "Software": the software (from third parties), including the maintenance provided by the Supplier, that SLTN Inter Access is to supply to Client on the basis of the Agreement.

### **Article 3 Effectuation, duration and termination**

1 If the Agreement applies for a certain period, then the commencement date and the term of the Agreement are stated in the Offer.

2 Each of the Parties has the authority to dissolve the Agreement at its own discretion, either completely or partially, effective immediately, if:

a a preliminary or definitive moratorium on payments has been granted to the other party or the other party is declared bankrupt;

b the other party fails to (timely and/or properly and/or entirely) meet a substantial obligation in the General- or Special Terms and Conditions and fails to correct this attributable shortcoming within a reasonable term following a written notice of default;

c compliance on the part of the other party is permanently impossible, without any circumstances beyond its control being applicable.

3 Stipulating a term as in b is not required in cases as described under a and c of the previous paragraph.

4 The dissolution of the Agreement on the grounds of this article is to take place per registered letter supported by reasons. If goods and/or services have already been supplied/provided further to the execution of the Terms and Conditions at the time of the dissolution, then the Agreement can only be partially dissolved, namely only for the part yet to be realised. Payment obligations that are due prior to the time of the dissolution and/or that concern goods/service already supplied/provided become due and payable as soon as the Agreement is dissolved. The dissolution and/or termination of the Agreement does not affect the obligation to observe confidentiality as described in article 11 and the non-takeover clause of article 12, paragraph 4, as well as the article concerning liability (article 9).

### **Article 4 Terms**

1 All of the (delivery) terms specified or agreed upon by SLTN Inter Access have been established to the best of its knowledge and ability based on the information known to SLTN Inter Access at the time that the Agreement was concluded. SLTN Inter Access will make every effort to observe the (delivery) terms agreed upon as much as possible. Should a term threaten to be exceeded, SLTN Inter Access and the Client will consult with one another as soon as possible.

2 SLTN Inter Access will not be considered in default in the event that a (delivery) term as specified or agreed upon is exceeded. SLTN Inter Access will not in any case of be considered in default due to exceeding a term (of delivery) until after Client has declared SLTN Inter Access in default in writing.

### **Article 5 Changes and additional work**

1 If SLTN Inter Access, on the request of or with the prior consent of Client, has conducted work or other performances that fall outside the scope and content of the provision of services as agreed, then Client will pay SLTN Inter Access for the work or performances at the rates that normally apply at SLTN Inter Access. An expansion or modification of a system analysis, a design or specifications are also considered additional work. However, SLTN Inter Access is not under any circumstances obligated to fulfil a request of that kind and may demand that a separate written agreement be entered into for this purpose.

2 Client accepts the fact that the time of completion of the provision of services as agreed upon or expected, and the mutual responsibilities of SLTN Inter Access and Client, may be influenced by the work activities or performances as referred to above. The fact that (the need for) additional work presents itself in the course of the realisation of the Agreement

can never be grounds for Client to dissolve or terminate the Agreement.

#### **Article 6 Prices and payments**

1 Client will make the payments to SLTN Inter Access for the Hardware and/or Software and/or Services as described in the Agreement.

2 All of the Hardware and Software to be supplied will be paid by Client in advance to SLTN Inter Access prior to the delivery of the Hardware and/or Software, unless otherwise agreed upon in the Offer.

3 The payment by Client to SLTN Inter Access for the Services provided is to be made within fourteen days after the invoice date, unless otherwise agreed upon in the Offer.

4 Client can only object to an invoice within the term of payment.

5 Payments are always made without any deduction, settlement or suspension of whatever nature.

6 The amounts specified in the Offer are to be increased by the percentage of value added tax (VAT) that applies at the time that the work activities are conducted and any other levies imposed by the government. The prices will always be expressed in euro's, unless otherwise agreed upon.

7 Client will be in default once the term of payment agreed upon has lapsed and will owe interest on the outstanding amount of one percent (1%) per month and will also be bound to cover all (out-of-) court costs.

8 If a continuing performance contract has been concluded between SLTN Inter Access and Client, then SLTN Inter Access has the authority to index the rates that are charged to that end every year. The indexes as established by the Central Bureau of Statistics are observed in this respect. The adjustment is to be announced to Client in writing at least one calendar month before the change is to become effective.

9 SLTN Inter Access explicitly reserves the right to proceed to fully suspend all of its obligations pursuant to the existing legal relationships with Client should Client be found to be in default.

#### **Article 7 Risk**

The risk of loss, theft or damage to items, products, Hardware, Software or data that are a subject of the Agreement is transferred from SLTN Inter Access to Client as soon as Client or an auxiliary person of Client acquire the actual power to dispose of these.

#### **Article 8 Retention of title and property rights, specification and retention**

1 All of the objects supplied by SLTN Inter Access will remain its property up until the time that all claims towards Client, irrespective of their nature, have been paid. Objects supplied and already paid for by Client remain the property of SLTN Inter Access until all of the related amounts owed by Client have been paid.

2 The items supplied may only be used by Client within the scope of its normal business operations until the ownership has been transferred to Client.

3 Client may not establish a right of pledge on any of the items purchased.

4 If the other party fails to meet its obligations or if there are well-founded reasons to fear that the other

party will not meet its obligations, then SLTN Inter Access has the right to immediately take back (have a third party take back) the purchased items without any prior notice of default. Client is under the obligation to lend its cooperation in this respect.

5 If Client generates a new object (partly) from objects supplied by SLTN Inter Access, then Client will generate the object concerned solely for SLTN Inter Access and Client will hold the newly generated object for SLTN Inter Access until Client has paid all outstanding amounts. SLTN Inter Access will in that case hold all of the ownership rights to the newly generated object until Client has paid all amounts owed in full.

6 Where appropriate, rights will be granted or transferred to Client under the condition precedent that Client makes the payments agreed upon in that respect timely and fully.

7 SLTN Inter Access can retain the objects, products, property rights, data, documents, data files received or generated within the scope of the Agreement and can retain the (interim) results of the services provided by SLTN Inter Access, despite any existing obligation to surrender these, until Client has paid all of the amounts owed to SLTN Inter Access.

8 Client is bound to immediately inform SLTN Inter Access if a third party seizes the Hardware, Software or other materials supplied, as well as if third parties, on whatever grounds, are of the opinion that they can exercise a right to the Hardware, Software or other materials and/or if third parties take measures (threaten to take measures) as a result of which the Client may lose the power over the Hardware, Software or other materials.

#### **Article 9 Guarantee and liability**

1 With respect to the Hardware, SLTN Inter Access only provides the guarantees provided by the manufacturer.

2 The guarantee regarding the Software is determined by the License agreement.

3 If SLTN Inter Access provides Services, then it will make every effort to conduct these in accordance with the standards that generally apply in the computerisation branch.

4 Every liability on the part of SLTN Inter Access regarding damages relating to and/or stemming from (i) (the (non-) functioning of) the Hardware and/or Software and (ii) acts or omissions on the part of Supplier in conducting work activities further to the guarantee, maintenance and/or of some other nature, is excluded. The liability of SLTN Inter Access is also excluded with respect to all other types of damages, for example indirect damages, consequential damages, loss of profit, damages further to operations shut-down, with the exception of the damages described in paragraphs 5 and 6.

5 The total liability of SLTN Inter Access due to an attributable shortcoming in the compliance with the Agreement is limited to compensation for the direct damages up to a maximum amount of the stipulated price in the enclosed offer (excluding VAT). Under no circumstances, however, will the total compensation for direct damages exceed an amount of € 100,000 (in words: one hundred thousand euro's). Direct damages are only understood to mean:

a. reasonable costs that Client would have to incur to have the performance of SLTN Inter Access comply with the Agreement; this alternative compensation will not be paid however if the Agreement is dissolved by or on the demand of Client;

b. reasonable costs incurred by Client for being forced to keep its old system or systems and associated facilities operational because SLTN Inter Access failed to fulfil its obligation regarding a final delivery date, minus any savings that resulted from the delay in the delivery;

c. reasonable costs incurred for the purpose of determining the cause and the scope of the damages, insofar as the determination concerns direct damages within the meaning of the Agreement;

d. reasonable costs incurred in order to prevent or limit damages, insofar as Client demonstrates that these costs have resulted in limiting the direct damages within the meaning of these terms and conditions.

6 The liability of SLTN Inter Access for damages due to death or bodily harm or due to material damages to property will not under any circumstances exceed a total of € 1,000,000 (in words: one million euro's).

7 The limitations referred to in the previous paragraphs of this article will no longer apply if and insofar as the damages are the result of intent or intentional recklessness on the part of SLTN Inter Access or its managers.

8. The obligation of SLTN Inter Access to compensate for damages will end if Client fails to claim compensation in writing and stating the reasons within 4 weeks after Client became aware or should reasonably have been aware of the fact or facts causing the damages.

9 Client indemnifies SLTN Inter Access against any and all claims on the part of third parties due to product liability as a result of a defect in a product or system that is supplied by Client to a third party and that partly consisted of Hardware, Software or other materials supplied by SLTN Inter Access.

10 That stated in this article also applies in favour of all (legal) persons utilised by SLTN Inter Access in the performance of the Agreement.

#### **Article 10 Non-attributable failure ('Force Majeure')**

1 Parties are not bound to compliance with any of the obligations if they are hindered in that respect due to circumstances beyond their control. Non-attributable failure is understood to mean, among other things, a force majeure on the part of the Supplier of SLTN Inter Access, failure on the part of supplier(s) that is/are prescribed to SLTN Inter Access by Client to properly perform its/their obligations, as well as a lack of objects, materials and/or Software of third parties, the use of which has been prescribed to SLTN Inter Access by Client.

2 If a force majeure situation has lasted for longer than 90 consecutive days per incident, then Parties will have the right to dissolve the Agreement. That already performed within the scope of the Agreement will then be settled proportionately, without any obligation to compensate for damages.

#### **Article 11 Confidentiality, take-over of staff**

1 Parties guarantee that all of the information obtained from the other party of which one knows or should know that the information is confidential in nature will remain secret, unless there is a legal obligation to make the information public. The party that receives confidential information shall only use this information for the purpose for which it was supplied. Information will in any event be considered confidential if so designated by either of the parties.

2 All of the information supplied to Client by SLTN Inter Access are confidential in nature.

3 The obligation to observe confidentiality applies prior to, during and after the conclusion of the Agreement. Parties will take all of the measures necessary in order to protect the confidential nature and the property rights as it would in order to protect its own confidential information.

4 During the term of the Agreement and for one year after it is terminated, each of the Parties will refrain from taking on employees of the other party who are or were involved in executing the Agreement or have these employees work for it in some other way, either directly or indirectly, except with the prior written permission of the other party.

#### **Article 12 Intellectual or industrial property rights**

1 All of the intellectual and industrial property rights to the Software, websites, data files, Hardware, or other materials, such as analyses, designs, documentation, reports, and offers developed, made available or supplied pursuant to this Agreement, as well as preparatory materials relating to these, lie solely with SLTN Inter Access or the Supplier(s). Client is to only acquire the rights of use explicitly granted further to the Agreement and the law. Any other or further rights of Client to the reproduction of Software, websites, data files or other materials is excluded. A right of use to which Client is entitled is non-exclusive and non-transferable to third parties.

2 Client is not permitted to remove or alter any designation regarding the confidential nature and/or the relevant copyrights, brands, trading names or other intellectual or industrial property rights from the Software, websites, data files, Hardware or materials.

#### **Article 13 Privacy and data processing**

1 If, within the scope of the provision of services, SLTN Inter Access is to process personal particulars within the meaning of the Personal Data Protection Act, then SLTN Inter Access will process these personal particulars in accordance with that stated in this article. With respect to this processing of data, Client is considered the part responsible for the personal particulars and SLTN Inter Access is considered the processor.

2 In its capacity of processor, SLTN Inter Access will process the personal particulars within the scope of the provision of Services solely by order of and in accordance with the instructions of Client. In its capacity of processor, SLTN Inter Access will ensure to the best of its ability appropriate technical and organisational measures to protect the personal particulars against loss or any form of wrongful

processing. Client may supervise compliance with the above after consulting with SLTN Inter Access in advance.

3 In its capacity as responsible party, Client will ensure that all of the statutory regulations regarding the processing of personal data, including the provisions dictated in or pursuant to the Personal Data Protection Act, are strictly observed and that all of the required registrations take place and all of the required permissions for the processing of the personal particulars have been obtained. Client will immediately supply any information that SLTN Inter Access requests in this respect in writing.

4 Client indemnifies SLTN Inter Access against any and all third-party claims, including claims on the part of persons of whom the personal particulars have been processed by SLTN Inter Access within the scope of providing services, due to a violation of the Personal Data Protection Act or any other regulations regarding the processing of personal data, unless Client proves that the facts upon which the claim is based can solely be attributed to SLTN Inter Access.

5 SLTN Inter Access will support, insofar as technically possible, the obligations on the part of Client as referred to in this article. The costs involved in this support fall outside the content and scope of the Agreement agreed upon.

#### **Article 14 Cooperation on the part of Client**

1 Client will at all times timely supply all of the data and information that is useful and necessary for the proper execution of the Agreement to SLTN Inter Access and will lend its full cooperation, including granting access to its buildings. If Client deploys its own personnel within the scope of lending cooperation to the execution of the Agreement, then the personnel concerned will have the necessary knowledge, experience, capacity and quality.

2 Client bears the risk of the selection, the use and the application of the Hardware, Software, websites, data files and other products and materials in its organisation, and of the Services, and is also responsible for the inspection- and security-procedures and an adequate system management.

3 If Client makes the Hardware, Software, websites, materials, data files or data available to SLTN Inter Access on an information carrier, then these will meet the specifications prescribed by SLTN Inter Access.

4 If Client fails to (timely) make the data, Hardware, Software or staff members required for the execution of the Agreement available to SLTN Inter Access or fails to do so in accordance with the agreements, or if Client fails in some other way to meet its obligations, then SLTN Inter Access has the right to suspend, either entirely or partially, the execution of the Agreement and it has the right to charge the costs according to its usual rates.

5 In the event that employees of SLTN Inter Access conduct work activities at the location of Client, then Client will see to the facilities desired by the employees, free of charge, such as a workroom with computer- and communication facilities. The workroom and facilities will meet the (statutory) requirements and provisions that apply regarding the

working conditions. Client indemnifies SLTN Inter Access against third-party claims, including employees of SLTN Inter Access itself, who suffer damages in connection with the execution of the Agreement that are the result of acts or omissions on the part of Client or the result of unsafe situations in its organisation. Client will timely inform the employees of SLTN Inter Access to be deployed of the house and security rules and regulations that apply within its organisation.

6 If use is made of communication facilities in the execution of the Agreement, including Internet, then it is the responsibility of Client to ensure the right choice of facilities and their timely and adequate availability, except for the facilities that are under the immediate use and management of SLTN Inter Access. SLTN Inter Access is not under any circumstances liable for damages or costs due to transmission errors, malfunctions or the unavailability of these facilities, unless Client proves that the damages or costs are the result of intent or gross negligence on the part of SLTN Inter Access or its managers. If use is made of communication facilities in the execution of the Agreement, then SLTN Inter Access is authorised to assign Client access codes or identification codes. SLTN Inter Access can alter the access codes or identification codes that have been assigned. Client is to observe due care and confidentiality in using the access codes and will only make these known to authorised staff. SLTN Inter Access is not under any circumstances liable for damages or costs that result from the misuse of access codes or identification codes.

#### **Article 15 Realisation of the Services, supply of Hardware and Software from third parties**

1 All of the Services of SLTN Inter Access are conducted on the basis of the obligation to perform to the best of one's ability.

2 SLTN Inter Access will provide the Services at the times and location(s) as specified in the Agreement. The Services will be provided in accordance with the description contained in the Offer.

3 SLTN Inter Access is under no obligation to follow instructions that alter or supplement the content or scope of the services to be provided as agreed upon; however, should instructions of that kind be followed, then the work activities concerned will be charged and paid for in accordance with article 5.

4 SLTN Inter Access reserves the right to have third parties carry out the work activities specified in the Offer on its behalf. Regarding the applicability of these Terms and Conditions, these third parties are categorised as employees of SLTN Inter Access.

5 Client bears the risk pertaining to the selection of the Hardware and/or Software purchased. SLTN Inter Access does not guarantee that the Hardware and/or Software is suitable for the purpose intended by Client.

6 Where appropriate, Client is to see to an environment that meets the specified requirements of the Supplier with respect to the Hardware (for example, regarding temperature, humidity, technical requirements for the environment, and the like).

7 SLTN Inter Access will deliver and install the Hardware and/or Software to be supplied as much as possible in accordance with the specifications as laid down in writing, provided that it has been explicitly laid down in the Agreement that SLTN Inter Access is to install (have a third party install) the Hardware and/or Software. Any obligation on the part of SLTN Inter Access to install the Hardware does not include the obligation to install Software or to conduct any data conversion, unless explicitly otherwise agreed upon in writing. If explicit arrangements to that end are lacking, then Client will install, organise, parametrise and tune the Software itself and, if required, adapt the Hardware used and the environment for use.

8 If SLTN Inter Access has undertaken to see to the installation of the Hardware and/or Software, then Client, prior to the delivery of the Hardware and/or Software will make a suitable installation site with all of the necessary facilities, such as cabling and telecommunications facilities, available and will follow all of the instructions from SLTN Inter Access that are essential to the installation.

9 For the purpose of carrying out the necessary work activities, Client will allow SLTN Inter Access access to the site of the installation during the normal working days and hours of SLTN Inter Access.

10 In the event that Client is of the opinion that SLTN Inter Access has failed regarding the provision of Services on the grounds of the Agreement, then Client is to promptly inform SLTN Inter Access accordingly, but in any event within eight (8) days after Client became aware of this or should have reasonably been aware.

#### **Article 16. Consultancy**

1 Consultancy within the meaning of these terms and conditions entails SLTN Inter Access making an employee available to Client for the purpose of having this employee conduct work activities for the benefit of Client. SLTN Inter Access will make very effort to ensure that the employee remains available for the duration of the Agreement, without prejudice to that stipulated regarding substitution.

2 Client has the right to request that the employee be substituted (i) if the employee demonstrably does not meet the quality requirements as agreed upon and Client informs SLTN Inter Access accordingly in writing within three working days after the work activities have commenced, or (ii) in the event of prolonged illness on the part of employee or the termination of the employee's employment. SLTN Inter Access will immediately address the request with priority. SLTN Inter Access cannot guarantee that substitution is always possible. If substitution is not (immediately) possible, then all of the claims on the part of Client regarding the further compliance with the Agreement, as well as all of the claims on the part of Client regarding non-compliance with the Agreement will lapse. The payment obligations of Client regarding work activities already performed will remain intact.

3 SLTN Inter Access is under the obligation to timely and fully pay the wage tax and the (advance payments for) social security premiums for the employee further to the Agreement. SLTN Inter Access indemnifies Client against all legal claims on

the part of the tax authorities or social security authorities, respectively, regarding taxes and social insurance premiums that relate directly to the placement of the employee by SLTN Inter Access (the so-called recipient's liability), provided that Client leaves the handling of such claims entirely to SLTN Inter Access, lends its full cooperation in that respect, provides all of the necessary information and, if so desired by SLTN Inter Access, grants procedural authorisations.

4 SLTN Inter Access does not accept any liability regarding the selection of the employee and/or the results of the work activities that come about for the benefit of Client.

#### **Article 17 Applicable law and disputes**

The legal relationship between Parties is subject to Dutch law. The applicability of the Vienna Sales Convention 1980 (CISG) is excluded. In addition to the competent court by law, the competent court in the district of Amsterdam is also authorised to take cognizance of a dispute between the Parties.

#### **Article 18 Final stipulations**

1 Any notifications between Parties on the grounds of these Terms and Conditions are to take place in writing. Verbal communications, promises or agreements will not have any legal effect unless these have been confirmed in writing within two (2) weeks.

2 Any other terms of delivery and/or general terms and conditions of parties or supplier(s) insofar as these do not concern Supplier, or those of any other third party involved, do not apply to the Agreement.

3 These general terms and conditions have been drawn up in the Dutch language and published on the website of SLTN Inter Access ([www.SLTN.nl](http://www.SLTN.nl)). An English version is available upon request. The Dutch text shall be binding.

## **B. Special Terms and Conditions SLTN Inter Access.**

**These special terms and conditions consist of the following chapters:**

### **B.1. Cloud Computing**

### **B.2. Hosting**

### **B.3. Software**

### **B.4. Maintenance of Software and support**

### **B.5. Sale of Hardware**

### **B.6. Maintenance of Hardware**

### **B.7. Leasing**

#### **Preamble**

The provisions of these Special Terms and Conditions apply in addition to the General Terms and Conditions, but the General Terms and Conditions take precedence over the Special terms and Conditions in the case of an inconsistency.

#### **B.1. Cloud Computing**

##### **Article 1 General**

1 With respect to the application of these terms and conditions, Cloud Computing is understood to mean: SLTN Inter Access making and keeping Software and/or operating systems and the corresponding services, and/or infrastructure available to Client 'from a distance' via Internet or some other data network, without SLTN Inter Access being under any obligation to supply a physical carrier to Client.

2 SLTN Inter Access will only provide the Cloud Computing-service if commissioned by Client. Client is not free to allow third parties to make use of the services provided by SLTN Inter Access in the sphere of Cloud Computing, unless such has been explicitly agreed upon or with the further approval of SLTN Inter Access.

3 Client will owe the fee as stipulated in the agreement for the Cloud Computing-service. All of the amounts relating the Cloud Computing-service provided by SLTN Inter Access are owed in advance per calendar month, unless otherwise agreed.

##### **Article 2 Execution and alterations**

1 If SLTN Inter Access conducts work activities relating to the data of Client, its employees or users on the grounds of a request or an authorised order from a government agency or in connection with a statutory obligation, then all of the costs relating to this will be charged to Client.

2 SLTN Inter Access may opt to make changes to the content or scope of the Cloud Computing-service. If changes of this kind result in a considerable change in the procedures that apply at Client, then SLTN Inter Access will inform Client accordingly as promptly as possible. Client may opt to terminate the Agreement in writing before the date upon which the change becomes effective, unless the change is related to changes in relevant legislation or the provisions as stipulated by competent authorities. The costs involved in the change will be at the expense of Client in such cases.

3 SLTN Inter Access may opt to continue the execution of the Cloud Computing-service using a new or modified version of the Software and/or

Hardware. SLTN Inter Access is not under any obligation to alter or add certain features or functionalities of the service or Software and/or Hardware specifically for Client.

4 SLTN Inter Access may opt to temporarily take the Cloud Computing-service out of service, either entirely or partially, for the purpose of preventive, corrective or adaptive maintenance or other forms of servicing. SLTN Inter Access will ensure that the service is not out of service any longer than necessary and, if possible, will schedule the maintenance/servicing outside the office hours.

##### **Article 3 Guarantee and correction**

1 SLTN Inter Access does not guarantee that the Software and/or Hardware that is to be made available within the scope of the Cloud Computing-service is without error and functions without interruptions. SLTN Inter Access will make every effort to correct any errors in the Software and/or Hardware within a reasonable term if and insofar as it concerns Software and/or Hardware developed by SLTN Inter Access itself and the details of the defects in question have been reported by Client to SLTN Inter Access in writing. Where appropriate, SLTN Inter Access may opt to postpone the correction of the defects until a new version of the Software is put into operation. SLTN Inter Access does not guarantee that errors in Software that SLTN Inter Access has not developed itself will be corrected. SLTN Inter Access has the right to implement temporary solutions and/or programme-detours or problem-avoiding limitations in the Software and/or Hardware. If the Software and/or Hardware has been developed on the commission of Client, then SLTN Inter Access can charge Client the correction costs in accordance with its usual rates.

2 Based on the information supplied by SLTN Inter Access regarding measures to prevent and limit the consequences of malfunctions, defects in the Cloud Computing-service, the mutilation or loss of data or other incidents, Client will make an inventory of the risks for its organisation and will take additional measures where necessary. SLTN Inter Access states that it is willing at the request of Client to lend its cooperation, with reason, to any further measures to be taken by Client, subject to the (financial) conditions prescribed by SLTN Inter Access.

3 SLTN Inter Access is only under the obligation to restore data that has been mutilated or lost if the provision of services agreed upon explicitly entails such.

4 SLTN Inter Access does not guarantee that the Software and/or Hardware that is to be made available within the scope of the Cloud Computing-service will be timely adapted to changes in relevant laws and regulations.

#### **B.2. Hosting**

##### **Article 1 General**

1 SLTN Inter Access will provide the hosting services as agreed upon with Client.

##### **Article 2 Execution**

1 Client is responsible for the management, including the monitoring of the settings, the use of the hosting

service and the manner in which the results of the service are deployed. If explicit arrangements to that end are lacking, then Client will install, organise, parametrise and tune the (auxiliary) Software itself and, if required, adapt the Hardware used, other Software and the environment for use, and will realise the inter-operability required by Client. SLTN Inter Access is not under any obligation to carry out data conversion.

2 Only if such has been explicitly agreed upon in writing, will arranging for backup-, alternative- and recovery services, or making these available, also be subjects of the agreement.

3 SLTN Inter Access may opt to temporarily take the hosting service out of service, either entirely or partially, for the purpose of preventive, corrective or adaptive maintenance. SLTN Inter Access will ensure that the maintenance does not last longer than necessary, will schedule the maintenance outside office hours if possible and will commence the maintenance, depending upon the circumstances, after consulting with Client.

4 If SLTN Inter Access conducts services for Client on the grounds of the agreement relating to a domain name, such as the application, extension or alienation or transfer to a third party, then Client is to observe the rules and procedure of the authority(ies) concerned. Upon request, SLTN Inter Access will provide a written copy of these rules to Client. SLTN Inter Access explicitly does not accept any responsibility for the accuracy or timeliness of the provision of services or for obtaining the results as intended by Client. Client will owe all of the costs relating to the application and/or registration according to the rates agreed upon or, if these are lacking, the rates customary at SLTN Inter Access. SLTN Inter Access does not guarantee that a domain name that Client desires will be granted to Client.

### **Article 3 Notice and Take Down**

1 Client will at all times observe due care towards third parties and will refrain from any wrongful conduct, particularly by honouring the intellectual property rights and other rights of third parties, by respecting the privacy of third parties, by not distributing information in violation of the law, by not obtaining unauthorised access to systems, by not distributing any viruses or other damaging programmes or data and by refraining from committing any offences and from violating any statutory obligation.

2 In order to prevent liability towards third parties or to limit the consequences thereof, SLTN Inter Access has the right at any time to take measures concerning acts or omissions on the part of or at the risk of Client. Immediately upon demand of SLTN Inter Access in writing, Client will remove data and/or information from the systems of SLTN Inter Access, in default of SLTN Inter Access has the right, at its own discretion, to either remove the data/information itself or to disable the access to the data/information. Upon the violation of the stipulation above, or the threat of a violation of said stipulation, SLTN Inter Access furthermore has the right to deny Client access to its system, effective immediately and without any prior notification. The above does not affect any other measures or the exercise of other

statutory and contractual rights on the part of SLTN Inter Access towards Client. SLTN Inter Access will in that case also have the right to terminate the agreement, effective immediately, without being liable towards Client as a result.

3 It cannot be expected of SLTN Inter Access to form an opinion of the validity of any claims by third parties, or of the defence of Client or to be involved in any way in a dispute between Client and a third party. Client must consult with the third party concerned on the matter and inform SLTN Inter Access adequately substantiated in writing with documents.

### **B.3. Supplying of Software**

#### **Article 1 General**

1 If Software is supplied, other than on the basis of a Cloud Computing-service (SaaS), then SLTN Inter Access undertakes to make the computer programmes agreed upon and the user documentation agreed upon available to Client on the basis of a license for use, such for the duration of the agreement.

2 The right to use the Software is non-exclusive, non-transferable, cannot be pledged and cannot be sub-licensed.

#### **Article 2 Use and restrictions**

1 Client will at all times strictly observe the restrictions to the right to use the Software as agreed upon, irrespective of the nature or content of the restrictions.

2 SLTN Inter Access may require Client not to put the Software into use until after Client has obtained one or more codes that are needed for the use at SLTN Inter Access, its supplier or the manufacturer of the Software. SLTN Inter Access is at any time entitled to take technical measures in order to protect the Software against unlawful use and/or against its use in a manner or for purposes other than what has been agreed upon between parties. Client will not under any circumstances remove or by-pass (or have a third party remove or by-pass) technical facilities that are intended to protect the Software.

4 Client is only permitted to use the Software in or for the benefit of its own company or organisation and then only insofar as necessary for the intended use. Client will refrain from using the Software for the benefit of third parties. Client will also refrain from allowing a third party - either from a distance (on-line) or otherwise - access to the Software and from placing the Software with a third party for hosting purposes, not even if the third party concerned uses the Software solely for the benefit of Client.

5 Upon request, Client will immediately lends its cooperation to an investigation to be carried out by or for the benefit of SLTN Inter Access into the observance of the use restrictions agreed upon. On first demand of SLTN Inter Access, Client will immediately allow access to its buildings and systems. SLTN Inter Access will observe confidentiality with respect to all of the confidential business information that it obtains within the scope of an investigation by or at Client, insofar as the

information does not concern the use of the Software itself.

6 SLTN Inter Access is not obligated to see to the maintenance of the Software and/or to provide support to users and/or managers of the Software. If, contrary to the above, SLTN Inter Access is asked to provide maintenance and/or support with respect to the Software, then SLTN Inter Access may require that Client is to enter into a separate Agreement to that end.

7 Except for exceptions established by law, Client does not have the right to alter the Software either entirely or partially. Client bears the full risk of any and all modifications implemented by Client or by third parties commissioned by Client - whether with or without the permission of SLTN Inter Access.

### **3 Delivery and installation**

1 SLTN Inter Access, at its own discretion, will deliver the Software on the size of data carrier agreed upon or, in the absence of agreements to that end, on a size data carrier to be determined by SLTN Inter Access or will make the delivery of Software available to Client on-line. Any user documentation agreed upon will be supplied by SLTN Inter Access in a paper or digital form, at its discretion, and in a language to be determined by SLTN Inter Access.

2 If the parties have not agreed upon an acceptance test, then Client will accept the Software in the state that it is in upon delivery or, if agreed upon, the installation, therefore with all visible and invisible errors and defects.

3 If parties have agreed on an acceptance test, then the following stipulations apply:

a. 'Errors' are understood to mean: the substantial non-compliance of the Software with the functional or technical specifications of the Software as explicitly communicated by SLTN Inter Access in writing and, if the Software concerns made-to-measure Software (either partially or entirely), with the functional or technical specifications explicitly agreed upon in writing.

An error is considered an actual error only if demonstrable by Client and moreover, only if it can be reproduced. Client is obligated to immediately report any errors. SLTN Inter Access has no obligation whatsoever with respect to other defects in or relating to the Software or with respect to errors within the meaning of these Special Terms and Conditions.

b. Unless otherwise agreed upon in writing, the test period of the acceptance test is fourteen days following the delivery or, if it has been agreed upon in writing that SLTN Inter Access is to see to the installation, fourteen days following the completion of the installation. Client is not entitled during the test period to use the Software for productive or operational purposes. Client will ensure that the acceptance test agreed upon is conducted by qualified personnel and that it has sufficient scope and depth.

4 Client is under the obligation to check that the Software meets the functional or technical specifications as explicitly communicated by SLTN Inter Access in writing and, if the Software concerns made-to-measure Software (either partially or

entirely), with the functional or technical specifications explicitly agreed upon in writing.

5 The Software will be considered accepted between the parties:

a if parties have agreed upon an acceptance test: on the first day following the test period;

b if SLTN Inter Access receives a test report *prior to* the end of the test period, or as soon as the errors specified in the test report have been corrected, without prejudice to the presence of errors that do not stand in the way of acceptance according to paragraphs 8 and 9;

c if Client uses the Software to any extent for productive or operational purposes, or at the time that the Software is put into use;

d if it is found upon conducting the acceptance test that the Software contains errors, then Client will report the test results to SLTN Inter Access in writing, and in a conveniently organised, detailed and comprehensible manner, not later than on the last day of the test period. SLTN Inter Access will perform to the best of its ability in order to correct the errors concerned within a reasonable period, during which time SLTN Inter Access will have the right to implement temporary solutions, programme-detours or problem-avoiding limitations.

6 Client may not withhold the acceptance of the Software for reasons that do not relate to the specifications explicitly agreed upon between parties in writing and furthermore not due to the presence of minor errors, being errors that do not, with reason, hinder putting the Software into operational or productive use, without prejudice to the obligation on the part of SLTN Inter Access to correct these minor errors. Acceptance may furthermore not be withheld due to aspects of the Software that can only be assessed subjectively, such as aesthetic aspects of the user interfaces.

7 If the Software is delivered and tested in phases and/or parts, then the non-acceptance of one phase or part will not affect the acceptance of any previous phase and/or other part.

8 Acceptance of the Software in one of the manners as referred to in this paragraph will mean that SLTN Inter Access is discharged in respect of the performance of its obligations concerning the supply of the Software and enabling its availability and, if the installation of the Software has also been agreed upon, concerning its obligations in respect of the installation.

### **Article 4 Termination**

Client will return all of the copies of the Software that it has in its possession to SLTN Inter Access immediately after the agreement is terminated. If it has been agreed that Client is to destroy the copies concerned upon the termination of the agreement, then Client will immediately inform SLTN Inter Access of the destruction in writing. SLTN Inter Access is not under any obligation upon or after the termination of the agreement to lend assistance to any data conversion that Client may desire.

### **Article 5 Software of suppliers**

1 If and insofar as SLTN Inter Access makes Software of third parties available to Client, then the (license-) terms and conditions of the third parties



concerned will, concerning that Software, be applicable in the relationship between SLTN Inter Access and Client, replacing any deviating stipulations in these general terms and conditions.

2 If and insofar as the terms and conditions of third parties referred to above are deemed not to apply or are declared inapplicable with regard to the relationship between Client and SLTN Inter Access for whatever reason, then that stated in these general terms and conditions will apply unimpaired.

#### **Article 6 Guarantee and correction**

1 SLTN Inter Access will perform to the best of its ability in order to correct errors within a reasonable term if these errors have been reported to SLTN Inter Access in writing, described in detail, within a period of three months after delivery or, if an acceptance test has been agreed upon, within three months following the acceptance. The errors will be corrected free of charge, unless the Software has been developed on the instructions of Client other than at a fixed price, in which case SLTN Inter Access will charge the costs of the correction in accordance with its customary rates.

2 SLTN Inter Access can charge the correction costs in accordance with its customary rates if the error is due to wrong use or is caused by improper use on the part of Client or is due to other causes that cannot be attributed to SLTN Inter Access. The obligation to correct errors lapses if Client implements changes, or has a third party implement changes, to the Software without the permission of SLTN Inter Access in writing.

3 Errors will be corrected in a manner and at a location to be determined by SLTN Inter Access. SLTN Inter Access has the right to implement temporary solutions and/or programme-detours or problem-avoiding limitations in the Software.

4 SLTN Inter Access is not under any obligation to restore data that has been mutilated or lost unless this is explicitly stipulated in the agreement.

### **B.4. Maintenance of Software and support**

#### **Article 1 General**

1 SLTN Inter Access will (or will have a third party) conduct the maintenance with respect to the Software stipulated in the agreement. The maintenance obligation comprises correcting errors in the Software within the meaning of article 3 paragraph 3a of the Special Terms and Conditions B.3. and - only if such has been agreed upon in writing - making new versions of the Software available.

#### **Article 2 Maintenance**

1 Client will report any errors found in the Software in detail. After receiving a report of this kind, SLTN Inter Access will perform to the best of its ability in accordance with its customary procedures in order to correct errors and/or implement improvements in the future new versions of the Software. The results will be made available to Client depending upon the urgency and the version- and release policy of SLTN Inter Access in a manner and within a term to be determined by SLTN Inter Access. SLTN Inter

Access has the right to implement temporary solutions and/or programme-detours or problem-avoiding limitations in the Software. It is the responsibility of Client to install, organise, parametrise and tune the corrected Software or, if applicable, the new version of the Software that is made available and, if necessary, to adapt the Hardware used and the environment for use.

2 If SLTN Inter Access conducts the maintenance on-line, then Client will timely see to a adequate infrastructure and network facilities.

3 Client will lend any cooperation to the maintenance that is required by SLTN Inter Access, including the temporary discontinuation of the use of the Software and making a back-up of all of the data.

4 If the maintenance concerns Software that was not supplied to Client by SLTN Inter Access itself, then Client, should SLTN Inter Access deem such necessary or desirable for the maintenance, will make the source code and the technical (development-) documentation of the Software (including data models, designs, change-logs and the like) available. Client guarantees that it is authorised to make these available. Client grants SLTN Inter Access the right to use and alter the Software, including the source code and the technical (development-) documentation, within the scope of carrying out the maintenance agreed upon.

5 The maintenance by SLTN Inter Access does not affect the Client's own responsibility for the management of the Software, including the monitoring of the settings and the manner in which the results of the use of the Software are deployed. Client will install, organise, parametrise and tune the (auxiliary) Software itself and, if required, adapt the Hardware used, other Software and the environment for use, and will realise the inter-operability required by Client.

#### **Article 3 New versions of the Software**

1 The maintenance will entail making new versions of the Software available only if and insofar as such has been agreed upon in writing. If the maintenance entails making new versions of the Software available, then this availability will be established at the discretion of SLTN Inter Access.

2 Three months after having made a new improved version available, SLTN Inter Access will no longer be under the obligation to correct errors in the previous version or to provide support and/or conduct maintenance with respect to a previous version.

3 SLTN Inter Access may opt to adopt unaltered functionalities from a previous version of the Software, but does not guarantee that each new version contains the same functionality as the previous version. SLTN Inter Access is not under any obligation to maintain, alter or add certain features or functionalities of the Software specifically for Client.

4 SLTN Inter Access may require that Client adjust its system (Hardware, Software and the like) if such is essential to the proper functioning of a new version of the Software.

#### **Article 4 Support**

1 If, on the grounds of the Agreement, the services provided by SLTN Inter Access also include support

for the users and/or managers of the Software, then SLTN Inter Access will provide advice per telephone or e-mail regarding the use and functioning of the Software stipulated in the agreement. SLTN Inter Access may opt to set conditions regarding the qualifications and the number of persons eligible for support. SLTN Inter Access will handle soundly substantiated requests for support within a reasonable period of time and in accordance with its customary procedures. SLTN Inter Access does not guarantee the accuracy, completeness or timeliness of reactions or the support offered. Support is provided during the normal working days and working hours of SLTN Inter Access.

2 If, on the grounds of the Agreement, the services provided by SLTN Inter Access also include the provision of so-called 'standby-services', then SLTN Inter Access will ensure the availability of one or more staff members on the days and during the times stipulated in the Agreement. For urgent matters, Client will in that case have the right to call upon the support of the available staff members if there is a serious breakdown in the functioning of the Software. SLTN Inter Access does not guarantee that all malfunctions will be timely corrected.

3 The maintenance and the other services agreed upon as referred to in this chapter will be provided starting on the day that the Agreement is concluded, unless parties have agreed otherwise in writing.

## **B.5. Sale of Hardware**

### **Article 1 General**

1 If SLTN Inter Access sells Hardware that has been obtained from a Supplier to Client, then the General Terms and Conditions of the Supplier will apply in the relationship between SLTN Inter Access and Client concerning that Hardware, provided that the statutory requirements are met in that respect. Only then will the General and Special terms and Conditions of SLTN Inter Access be declared inapplicable.

2 If Hardware is sold between parties, then SLTN Inter Access will sell the Hardware and/or other items to Client in the nature and number as agreed upon in writing and Client will purchase these from SLTN Inter Access.

3. The purchase agreement does not include assembly- and installation materials, software, consumer items, batteries, stamps, ink (cartridges), toner articles, cabling and accessories.

### **Article 2 Guarantee**

The stipulations in article A.9, guarantee and liability of the General terms and Conditions of SLTN Inter Access are applicable. SLTN Inter Access furthermore does not guarantee that the Hardware and/or items are suitable upon delivery for the actual use and/or use intended by Client, unless the purposes are clearly specified, without reservation, in the written purchase agreement. In addition, SLTN Inter Access does not guarantee that the assembly-, installation- and instructions for use accompanying the Hardware are free of error and that the Hardware and/or items possess the features that are described in these instructions.

### **Article 3 Delivery**

1 The Hardware and/or items sold to Client will be delivered by SLTN Inter Access to Client "Ex Works" (Incoterms 2015). SLTN Inter Access will deliver or have a third party deliver the sold items at a location to be designated by Client if such has been agreed upon in writing.

2 The purchase price of the Hardware and/or items does not include the costs of transport, insurance, heaving and hoisting, the lease of temporary facilities and the like. These costs are charged to Client by SLTN Inter Access.

3 Parties may opt to agree in writing that SLTN Inter Access will proceed to remove all of the older materials, such as network and cabinets, cable channels, packaging materials and the like. SLTN Inter Access will charge the customary rates for these services unless such is not permitted by law.

4 If agreed upon between the parties in writing, SLTN Inter Access will (or will have a third party) install, configure and/or connect the Hardware and/or items. This does not include data conversion and the installation of software by SLTN Inter Access. SLTN Inter Access is furthermore not responsible for obtaining any permits that may be required.

5 SLTN Inter Access is at all times entitled to realise the purchase agreement in partial deliveries.

### **Article 4 Trial set-up**

If agreed upon by parties in writing, SLTN Inter Access will erect a trial set-up with respect to the Hardware and/or items in which Client is interested. SLTN Inter Access may opt to have this trial set-up be subject to (financial) conditions. SLTN Inter Access understands a trial set-up to mean: setting up a standard version of the Hardware in a temporary display for inspection, excluding any accessories, in a room made available by Client, before Client is to come to a final decision whether or not to purchase the Hardware concerned. Client is liable for the use, damage, theft or loss of Hardware and/or items that make up part of the trial set-up.

## **B.6. Maintenance of Hardware**

### **Article 1 General**

1 SLTN Inter Access will conduct (or have a third party conduct) the maintenance concerning the Hardware described in the Agreement, provided that the Hardware is set up in the Netherlands.

### **Article 2 Maintenance and restrictions**

1 Client is not entitled to temporarily substitute Hardware during the period that the Hardware to undergo maintenance is in the possession of SLTN Inter Access.

2 The content and the scope of the maintenance services to be carried out, and the corresponding service levels, if applicable, will be laid down in a written agreement. On the absence of such an agreement, SLTN Inter Access is under the obligation to perform to the best of its ability to correct any malfunctions properly reported by Client to SLTN Inter Access within a reasonable term. In these General Terms and Conditions, a 'malfunction' is understood to mean that the Hardware fails to function (or fails to function without interruption) in

accordance with the specifications of the Hardware as these were explicitly made known by SLTN Inter Access. A malfunction is considered such only if Client can demonstrate this malfunction and moreover, the malfunction concerned can be reproduced. SLTN Inter Access is also authorised, but not obligated, to conduct preventive maintenance.

3 Client will inform SLTN Inter Access accordingly by means of a detailed description immediately after a Hardware malfunction occurs.

4 Client will lend SLTN Inter Access all of the cooperation required for the maintenance, such as the temporary discontinuation of the use of the Hardware. Client is obligated to grant the personnel of SLTN Inter Access or third parties appointed by SLTN Inter Access access to the location of the Hardware, to lend any cooperation required and to make the Hardware available to SLTN Inter Access for the purpose of the maintenance.

5 Before presenting the Hardware to SLTN Inter Access for the purpose of maintenance, Client will ensure that a complete and well-functioning backup copy has been made of all of the Software and data installed on the Hardware.

6 A competent employee of Client will be present for consultation purposes during the maintenance work if such is requested by SLTN Inter Access.

7 Client is authorised to connect Hardware and systems that have not been supplied by SLTN Inter Access to the Hardware and to install Software in these.

8 If it is necessary for the maintenance of the Hardware in the opinion of SLTN Inter Access that the connections between the Hardware and other Hardware or with the Software are tested, then Client will make the other Hardware and Software concerned, as well as the test procedures and information carriers, available to SLTN Inter Access.

9 The test materials required for the maintenance and that are not part of the normal equipment of SLTN Inter Access are to be made available by Client.

10 Client bears the risk of the loss, theft or damage of the Hardware during the period in which SLTN Inter Access has the Hardware in its possession for maintenance purposes. The decision to insure this risk is at the discretion of Client.

11 Work activities due to the investigation or correction of malfunctions that are the result of or relate to wrong use, improper use of the Hardware or external causes, such as defects in the Internet, data network connections, power facilities or connections with the Hardware, Software or materials that do not fall under the maintenance obligation, are not part of the obligations of SLTN Inter Access on the grounds of the maintenance agreement.

12 The maintenance obligations of SLTN Inter Access do not include:

a the investigation into or the correction of malfunctions that result from or are related to a change in Hardware other than a change by or on behalf of SLTN Inter Access;

b the use of the Hardware in violation of the terms and conditions that apply in that respect and failure on the part of Client to have the Hardware timely serviced;

c investigation into or correction of malfunctions related to Software installed on the Hardware.

13 If SLTN Inter Access conducts an investigation into and/or maintenance in relation to that stated in articles 11 and/or 12, SLTN Inter Access can charge the costs of the investigation and/or maintenance in accordance with its customary rates. The previous leaves all that Client owes SLTN Inter Access concerning maintenance unimpaired.

14 SLTN Inter Access is not under any circumstances obligated to recover data that is mutilated or lost as a result of malfunctions and/or maintenance.

### **Article 3 Costs**

1 The fee for the maintenance of the Hardware agreed upon does not include:

a the costs of (replacing) consumer items such as batteries, stamps, ink-(cartridges), toner articles, cabling and accessories;

b the costs of (replacing) parts, as well as maintenance services for the correction of malfunctions that have been partially or entirely caused by attempts to correct malfunctions by parties other than SLTN Inter Access;

c work activities for the purpose of the revision of the Hardware;

d modifications to the Hardware; moving, relocating, re-installation of the Hardware or work activities resulting from the above.

2 The maintenance fee is owed irrespective of whether or not Client has put the Hardware into use or makes use of the option to have maintenance carried out.

## **B.7. Leasing**

### **Article 1 General**

1 If Hardware, Software or other materials are leased out, then SLTN Inter Access undertakes to make available for use to lessee the Hardware, Software or other materials as specified in the Agreement, and the lessee undertakes to accept and take on the lease of these items from SLTN Inter Access.

2 The lessee undertakes to pay the lease price agreed upon and to pay the fees and costs stemming from the Agreement and to return the leased property to SLTN Inter Access immediately after the lease period has ended, such taking into account that stipulated below.

### **Article 2 Lease price**

The lessee owes the lease price in advance every three months after receiving the corresponding invoice from SLTN Inter Access, unless otherwise agreed upon.

### **Article 3 Duration, extension and cancellation of the Agreement**

1 The lease of the Hardware, Software or other materials is entered into by parties for a period agreed upon by parties. This period commences on the day of delivery of the Hardware, Software or other materials by SLTN Inter Access and ends on the end date agreed upon if the Hardware, Software or other materials have been returned by the lessee

to SLTN Inter Access in their entirety and in good condition on the end date.

2 In the event that the Hardware, Software or other materials have not or not entirely been returned to SLTN Inter Access on the end date, or are not returned in good condition, then the end date will be considered to have been reached at the moment that lessee actually returns the Hardware, Software or other materials to SLTN Inter Access in their entirety and in good condition.

3 If the Hardware, Software or other materials are returned to SLTN Inter Access within the lease period agreed upon, then the lease price initially agreed upon will remain owed for the entire lease period as agreed upon.

4 The lessee is to inform SLTN Inter Access in writing not later than one week (or, if the lease period is shorter than one week, at least half of the lease period) prior to the end of the lease period agreed upon whether or not lessee wants to make use of the option to extend the lease as offered in the lease agreement.

5 If SLTN Inter Access does not receive any notice from lessee concerning this option, then the lease period will be tacitly renewed for a period equal to the lease period initially agreed upon, unless SLTN Inter Access informs lessee that it wishes to terminate the agreement.

6 SLTN Inter Access reserves the right not to extend the Agreement once the lease period agreed upon has lapsed. In which case SLTN Inter Access will not be obligated to state the reasons.

7 The lessee can cancel the lease agreement free of charge up until thirty days prior to the commencement of the lease period. In the event of a cancellation 20 through 29 days, 15 through 19 days, 7 through 14 days and 0 through 6 days prior to the start of the lease period, the lessee will be charged 10%, 25%, 50% and 100% of the total lease price respectively. Such subject to a maximum of eight weekly rates. The transport and installation costs will then be passed on to lessee insofar as these costs have been incurred by SLTN Inter Access or have been charged to SLTN Inter Access. The lease agreement can only be cancelled in writing.

#### **Article 4 Purchase option**

1 If the Agreement also stipulates the option to purchase Hardware, Software or other materials, then the lessee can only make use of that purchase option if it has fully met all of its obligations pursuant to the Agreement.

2 If the lessee purchases the Hardware, Software or other materials, then the right of lessee to use the Software made available to Lessee by SLTN Inter Access will end. The lessee will then be obligated to conclude a Software license agreement with the licensor concerned.

#### **Article 5 State and delivery**

1 SLTN Inter Access will ensure that the Hardware, Software or other materials comply with any statutory regulations that may apply in this respect. The lessee is obligated to immediately inform SLTN Inter Access of any claims on the part of third parties on the grounds of an alleged violation of intellectual or industrial property rights, so that SLTN Inter Access

can take all of the necessary measures to ensure the uninterrupted use of the Hardware, Software or other materials.

2 The Hardware, Software or other materials will be made available to lessee by or on behalf of SLTN Inter Access at the storage or warehouse facility of lessee starting on the commencement day of the lease period agreed upon.

3 SLTN Inter Access may request a valid proof of identity of lessee (or the transporter or other party appointed by lessee) at the time that lessee accepts delivery of the Hardware, Software or other materials at the warehouse of SLTN Inter Access. SLTN Inter Access is not under any circumstances liable should unauthorised persons, whether or not they have been appointed by lessee, accept delivery of the Hardware, Software or other materials.

4 The lessee has the right to subject the Hardware, Software or other materials to inspection (by a third party) prior to accepting delivery or the forwarding of the items. If the lessee does not exercise this right, then the Hardware, Software or other materials will be deemed to have been delivered in good condition, complete and according to the agreement.

5 If SLTN Inter Access delivers and/or installs the Hardware, Software or other materials at the lessee, then the Hardware, Software or other materials will be deemed to have been made available to lessee in good condition, complete and in accordance with the agreement, except for written complaints from or on behalf of lessee that reach SLTN Inter Access within 4 working days after the delivery and/or installation of the Hardware, Software or other materials.

6 The leased Hardware, Software or other materials will be made available to lessee without any options and/or system options, unless otherwise agreed upon, and SLTN Inter Access does not in any way guarantee the compatibility with any other Hardware, Software or other materials and/or the usability for the purposes intended by lessee.

#### **Article 6 Risk and insurance**

1 The risk of the leased Hardware, Software and other materials lies fully with lessee for the duration of the lease period, and therefore also in the case of circumstances beyond the control of lessee. The lessee is under the obligation to compensate for any damage to the leased Hardware, Software or other materials on the basis of the replacement value.

2 SLTN Inter Access will see to cargo transport insurance for the period during which the leased Hardware, Software or other materials are being forwarded within the Benelux countries. The warehouse to warehouse clause as described in the Commercial Code applies here. Extensive coverage is possible at an additional charge.

3 Concerning the Hardware, Software and other materials, lessee is to see to insurance to cover the risk of fire, water damage and theft (with evidence of forcible entry) within the Benelux countries during the term of validity of the lease agreement.

#### **Article 7 Maintenance and repairs**

1 Lessee is obligated during the entire lease period to use and to maintain the leased Hardware, Software or other materials according to their nature and intended purpose.

2 If the lease provides for the use of Software, whether or not it is installed, then lessee is under the obligation to strictly observe the conditions for the use of the Software as these are observed by the licensor.

3 The lessee is under the obligation to conclude a service contract with the supplier of the leased Hardware, Software or other materials (or with a maintenance supplier that it has authorised) at its own expense.

4 Any necessary mutations and/or repairs to the leased Hardware, Software or other materials in the course of the lease period will be carried out by or on behalf of SLTN Inter Access.

5 Only with the prior written permission of SLTN Inter Access is lessee allowed to have any mutations and/or repairs be carried out by competent personnel, in which only original parts may be used.

6 Any defects in the leased Hardware, Software or other materials are to be immediately reported to SLTN Inter Access in writing. 7 SLTN Inter Access has the right for the duration of the lease period to inspect the condition of the Hardware, Software and other materials and the manner in which these are being used. Upon first demand, lessee will immediately allow SLTN Inter Access access to the leased Hardware, Software or other materials.

#### **Article 8 Transfer prohibition**

1 The lessee is not permitted without the explicit permission of SLTN Inter Access in writing to transfer (have a third party transfer) the leased Hardware, Software or other materials outside the Benelux or to make these available for use by any third party, nor to transfer any right stemming from the Agreement to a third party either completely or partially.

2 The lessee is prohibited subject to a penalty, payable on demand, in the amount of EUR 15,000.- (in words: fifteen thousand EURO) to confiscate the leased Hardware, Software or other materials through accession, confusion or in any other manner or to restrict the property rights SLTN Inter Access with respect to the leased Hardware, Software or other materials, such without prejudice to the other rights of SLTN Inter Access, including the right to full compensation for damages.

#### **Article 9 Information and dissolution**

1 The lessee is under the obligation to immediately inform SLTN Inter Access if:

a seizure on the part of a third party of the leased Hardware, Software or other materials, as well as if third parties, on whatever grounds, are of the opinion that they can exercise a right to the Hardware, Software or other materials and/or if third parties take measures (threaten to take measures) as a result of which the lessee may lose the power over the Hardware, Software or other materials.

b if lessee discontinues its operations/company either completely or partially or moves its operations/company abroad;

c if the lessee is dissolved or liquidated.

2 Should one of the situations above occur, then this will give SLTN Inter Access the authority to dissolve the Agreement, either completely or partially, effective immediately, such at its own discretion, with

reference to article 3 of the General Terms and Conditions and article 10 below.

#### **Article 10 Termination of the Agreement**

1 In the event of the termination of the lease agreement with immediate effect, SLTN Inter Access will have the right to immediately repossess the Hardware, Software or other materials of which it has ownership. The lessee states now for then to grant SLTN Inter Access access to the leased Hardware, Software or other materials and to lend its full cooperation to a repossession of Hardware or other materials, while all of the costs incurred and/or to be incurred by or on behalf of SLTN Inter Access further to this repossession will be charged to lessee.

2 The lessee is under the obligation to have all of the leased Hardware, Software or other materials delivered to the warehouse of SLTN Inter Access during office hours and in their original clean state once the lease period has ended.

3 If the leased Hardware, Software or other materials are not returned to SLTN Inter Access in a completely undamaged state for whatever reason, then lessee is under the obligation to cover all of the costs involved in the necessary repair of the damages.

4 The lessee has the right to have an expert determine the condition of the leased Hardware, Software and other materials upon having these returned, in absence of which the claim report to be drawn up by SLTN Inter Access will be decisive.

5 With respect to the defects ascertained by SLTN Inter Access and the resulting correction costs, the only burden of proof that lies with SLTN Inter Access concerns the submission of a specified invoice.

6 During the period required to correct the damage to the leased Hardware, Software or other materials, the lessee will owe SLTN Inter Access the lease price, such in accordance with the Agreement regarding the Hardware, Software or other materials and the lessee is obligated to pay the lease price to SLTN Inter Access in accordance with the original Agreement.

#### **Article 11 Liability**

1 SLTN Inter Access does not bear any further liability other than stipulated in the General Terms and Conditions and in these Special Terms and Conditions.