

GENERAL CONDITIONS OF PERFECTVIEW B.V.

1 APPLICATION OF GENERAL CONDITIONS

- 1.1 These General Conditions apply to all offers and deliveries of PerfectView, of both products and services, and all hereto concluded Agreements by PerfectView.
- 1.2 All offers and other expressions of PerfectView are without obligation, unless PerfectView explicitly states otherwise. The Client is responsible for the accuracy and completeness of the specifications as provided by or on behalf of him and any other data on which PerfectView bases its offers.
- 1.3 The applicability of any purchasing or other conditions of the Client is expressly rejected.
- 1.4 If, based on the Agreement concluded between the parties, the Client consists of several natural persons and / or legal entities, each of these (legal) persons is jointly and severally liable for compliance to the Agreement.
- 1.5 The headings used for articles, sections and tables of contents are for reference purposes only and are not intended to interpret the Agreement.

2 DEFINITIONS

Offer: the Software, services and other goods as offered by PerfectView in digital or written form.

Designated Location: the physical location where the Client may install the Software, as indicated in the Licensing agreements.

Designated Processing Environment: the hardware and software processing systems on which the Client may use the Software, as indicated in the Licensing agreements.

Date of Acceptance: the date on which the Client accepts the services and goods delivered.

General Conditions: these general conditions.

Application Software: all software covered by a valid Application Licensing Agreement as described in the appendix that is attached to the Application Licensing Agreement and all thereto-related Updates and Extensions as issued by PerfectView.

Designated Users: the maximum number of natural persons mentioned by name who are licensed to use the Software or Products of Third parties, regardless of whether these persons actually use the Software or not.

Service Delivery Agreement: an Agreement between PerfectView and the Client relating to services to be provided, on the basis of which PerfectView makes Customized products, performs development activities or other services (except for standard maintenance or support) and which may be attached to the Framework Agreement.

Documentation: the application documentation accompanying the Application Software and insofar as the Client has given instructions thereto.

Applicable hourly rates: the hourly rates agreed by PerfectView for the performance of its services, or in absence of that, the hourly rates that PerfectView has published on its website.

Users: the natural persons who make use of the Software.

Current Release: the last version of the Application Software as it is offered by PerfectView for general, commercial distribution, including all Updates and Extensions thereof.

Installation date: the date on which the Client Release of the Software is installed on the Designated Processing Environment.

Client: the person or organization that has placed an order with PerfectView, in digital or in written form, to deliver Software, services or other goods.

Client Release: the version of the Software as installed on the Designated Processing Environment.

Client agreement: an Agreement between PerfectView and the Client that may be attached as an appendix to the Framework Agreement. Also see Agreement.

Licensing agreement: an Agreement between PerfectView and the Client with respect to a license of the Application Software that may be attached as an appendix to the Framework Agreement.

Customization: modification of or extension of the Application Software that has been provided by PerfectView on the basis of a specific agreement. The setting or composing of parameters is not part of Customization.

Customized Software: the code of the Application Software as is modified or customized by PerfectView on the basis of the Service Delivery Agreement or any other agreement to that effect and that is provided to the Client under a valid Application License Agreement.

Assignment: the assignment as given by the Client to PerfectView to perform the services as described in the Offer.

Agreement: Between PerfectView and Client agreed arrangements, as seen to by these General Conditions. Appendices to the Agreement are an integral part of this. All definitions used in this Agreement and accompanying appendices are equally applicable unless specified otherwise.

Staff: any support staff as called upon by PerfectView in order to execute the Agreement.

Products of Third Parties: the software products of third parties that are provided to the Client under a Sub Licence in accordance with the conditions as provided herein.

Software: the Application Software, the Customized Software, and other by PerfectView developed Software for the Client.

Framework Agreement: an umbrella Agreement between PerfectView and the Client, to which the Client agreements, the accompanying appendices and these General Conditions are attached.

SaaS: Software as a Service, the Software provided by PerfectView as an online service via Internet or other data network.

SaaS Agreement: an Agreement between PerfectView and the Client with respect to the SaaS as offered by PerfectView.

Software Assurance: an Agreement between PerfectView and the Client, as it may be attached to the Framework Agreement, concerning the maintenance of the Application Software, insofar as the Client has entered into a valid Application Licensing Agreement.

Extensions: Software, or part thereof, or an improvement or addition thereof, or material which is not included in the Software at the moment the licensing agreements are entered into, or which is developed by or on behalf of PerfectView, which modifies the Software in order to provide a function or feature that was originally not present or results in a function enhancement of the Software. These extensions may be developed at the initiative of PerfectView and are not charged separately.

Updates: changes in the logical structure of the Software made by PerfectView to correct errors in the Software provided under the licensing agreements.

Work assignment: the document in which the target range is defined for the activities to be performed by PerfectView with respect to the installation of the Application Software.

3 PRICE AND PAYMENT

- 3.1 All prices are excluding value added tax (VAT) and any other taxes or duties, which may apply. All prices as communicated by PerfectView are given in euros and the Client is required to make all payments in euros.
- 3.2 The Client cannot derive any rights from any cost estimate or budget as provided by PerfectView, unless the parties agree otherwise in writing. An available budget as expressed by the Client to PerfectView can only be considered an agreed (fixed) price between the parties for the activities to be performed by PerfectView if it is expressly so agreed in writing.
- 3.3 The Client must pay the prices as agreed in the Agreement. PerfectView reserves the right to index the Applicable fees on a yearly basis according to the index number of the Dutch Central Statistical Office ('CBS') with respect to salaries as determined in the Collective Labour Agreement for the Business Services industry, taking into account that the year of the commencement of the Agreement is set to hundred (100). If the Agreement does not explicitly provide for the possibility of PerfectView adjusting the prices or rates, PerfectView is still entitled to adjust the applicable prices and rates through written notification at least three (3) months in advance. If the Client in the latter case does not wish to agree to the adjustment, the Client shall be entitled to cancel the Agreement in writing within thirty days after notification of the adjustment to the Agreement, effective from the date on which the new prices and / or rates would apply.
- 3.4 The costs that PerfectView has incurred in connection with the Agreement will be calculated as disbursements to the Client.
- 3.5 Unless otherwise agreed, all fees and expenses are payable upon delivery of the product or licensed material, or after the provision of services by PerfectView.
- 3.6 Amounts payable by the Client are in accordance with the agreed or stated on the invoice payment terms. The Client is not entitled to suspend any payments or to offset amounts owed.
- 3.7 If the Client does not pay the amounts due or does not pay on time, the Client, without any warning or notice required, will be charged interest on the outstanding amount equal to the lowest rate of either 2% per month or the maximum allowed by law. If the Client after demand or notice fails to pay the claim, PerfectView may hand over the claim for collection by a third party, in which case the Client in addition to the then total amount owing is obliged to pay all judicial and extrajudicial costs, including all costs as calculated by external experts. This is without prejudice to the other statutory and contractual rights of PerfectView, such as the right to suspend.
- 3.8 With regard to the services provided by PerfectView and the corresponding amounts owed by the Client, the data from the records of PerfectView provide the full evidence, without prejudice to the right of the Client to provide proof to the contrary.

4. ADDITIONAL WORK

- 4.1 If PerfectView has carried out, at the request or with the prior consent of the Client, work or other activities which go beyond the contents or scope of the agreed work or activities, PerfectView shall be compensated for such work or activities by the Client at the then applicable rates of PerfectView. PerfectView is not obliged to comply with such a request and may require a separate written agreement is set up for this purpose.
- 4.2 The Client accepts that work or activities as referred to in Article 4.1, may affect the agreed or expected time of completion of the service and / or the mutual responsibilities of the Client and PerfectView.
- 4.3 If a fixed price has been agreed for the work or activities, PerfectView shall inform the Client in writing in advance if a change or addition of services means that the agreed price will be exceeded. PerfectView cannot be held to perform the required work or to provide services if there has previously been no written agreement.

5 TERM OF THIS AGREEMENT

- 5.1 If and to the extent that the Agreement concluded between the parties is a fixed term contract, the Agreement was entered into for the term as agreed between the parties, in absence of which the duration of the agreement is one (1) year.
- 5.2 The term of the Agreement shall be extended automatically for the duration of the originally agreed period unless the Client or PerfectView terminates the Agreement in writing by registered letter with acknowledgement of receipt, taking into account a notice period of three months before the end of the respective period.

6 ACCEPTANCE

- 6.1 The testing period for acceptance of Software material will be thirty (30) days after delivery thereof by PerfectView (Testing Period). Any reasons for rejection shall be given in writing by the Client. If no rejection occurs within the Testing Period, the Client shall be deemed to have accepted the Software. If the Customer is to use the Software in the Designated Processing Environment, the Client is also deemed to have accepted the Software.
- 6.2 If reproducible defects occur in the Software during the Testing Period, the Client shall inform PerfectView in writing, at the latest on the last day of the Testing Period. PerfectView will use its best efforts to remedy the said defects within a reasonable time, whereby PerfectView is entitled to install temporary solutions, workarounds and problem-avoiding restrictions in the delivered material.
- 6.3 Acceptance of the Software may not be withheld on grounds other than those related to the specifications agreed between the Parties. Acceptance of the Software may also not be withheld on the basis of minor errors, which do not reasonably stand in the way of operational or productive use of the Software, notwithstanding the obligation of PerfectView to remedy these minor errors, if applicable, under the Application Licensing Agreement.
- 6.4 If the Software is provided in phases and / or parts, non-acceptance of a particular phase and/or part does not impede acceptance of other phases and / or parts.
- 6.5 Upon acceptance of the Software, PerfectView is deemed to have fully complied with its obligations to the delivery of the Software.

7 PRIVACY AND DATA PROCESSING

- 7.1 The Client shall always provide the provided data with due observance of the legislation concerning the protection of personal data, including the (Dutch) Law on the Protection of Personal Data ('Wet Bescherming Persoonsgegevens').
- 7.2 If it is necessary for the execution of the Agreement, the Customer shall inform PerfectView in writing on how the Client implements his obligations under the legislation on the protection of personal data.
- 7.3 The Client indemnifies PerfectView for claims by persons whose personal data were recorded or processed in the context of a register of persons as maintained by the Client or for which the Client is otherwise responsible under the law, unless the Client proves that the facts that underlie the claim are attributable to PerfectView.
- 7.4 The responsibility for the data that are processed by the Client using a service of PerfectView lies entirely with the Client. PerfectView provides her services as a 'processor' in terms of the (Dutch) Law on the Protection of Personal Data (Wet Bescherming Persoonsgegevens). The Client warrants PerfectView that the contents, the use and / or processing of the data is not illegal and does not infringe upon any rights of a third party. The Client indemnifies PerfectView against any legal action by any third party, on any grounds whatsoever, in connection with these data or the execution of the agreement.

8 SECURITY

- 8.1 The Client is responsible for effective data protection. The Client will adequately protect its systems and infrastructure and at all times run anti virus software.
- 8.2 If under the agreement, PerfectView is held to providing some form of information security, that security shall meet the specifications agreed between the parties regarding security. PerfectView does not warrant that the information security is effective under all conditions. If an explicit form of security is lacking from the agreement, the security will meet a level that, given the current state of technology, the sensitivity of the data, and the costs related to the implementation of the security can be considered reasonable.
- 8.3 The access or identification codes and certificates as provided by or on behalf of PerfectView to the Client are confidential and will be handled by the Client as such and will only shared with authorized staff members within the Client organization. PerfectView is entitled to change any assigned access or identification codes and certificates.

9 RESERVATION OF OWNERSHIP AND SUSPENSION RIGHTS

- 9.1 All goods delivered to the Client shall remain the property of PerfectView until all amounts owed by the Client to PerfectView on the basis of the agreement between the parties are fully paid to PerfectView. A Client acting as a reseller is permitted to sell and deliver all goods that are subject to the reservation of ownership of PerfectView, insofar it is customary in the context of the normal course of his business.
- 9.2 The legal consequences of the reservation of ownership pertaining to goods destined for export shall be governed by the law of the Country of destination if that law contains more favourable provisions for PerfectView.
- 9.3 Rights shall be granted where appropriate to the Client or transferred under the condition that the Client has paid all amounts due under the agreement.
- 9.4 PerfectView reserves the right to retain the under the agreement received or created data, documents, software and / or data files, despite an existing obligation to deliver or transfer such data, until the Client has paid all amounts owed to PerfectView.

10 INTELLECTUAL PROPERTY

- 10.1 All intellectual and industrial property rights to the Software, the Customized Software and the Documentation or other materials that are developed, given in use or delivered under the Agreement, such as designs,

analysis, offers, reports, etc., are held exclusively by PerfectView, its licensors or its suppliers. The Client shall merely acquire a non-exclusive user right, which is granted to him under these General Conditions, the Client Agreements and the law.

- 10.2 PerfectView shall be permitted to take technical measures to protect works, including but not limited to Software, products, utilities, methods and techniques, etc. from unauthorized use. The Client is not permitted to remove or circumvent these security measures. Also, the Client may not modify the Software without the intervention of PerfectView or use it in violation with the terms of the Agreement. If these measures result in the Client being unable to make a lawful backup of the software as provided to him by PerfectView, PerfectView will provide a copy of this software at the Client's request.
- 10.3 PerfectView reserves the right to use the increase in knowledge resulting from the relationship with the Client for other purposes, insofar as no confidential information of the Client is made known to third parties.
- 10.4 PerfectView indemnifies the Client against direct damage suffered by the Client as a result of claims or third party claims regarding alleged infringement of the Software, Customized Software and accompanying Documentation on copyrights, trademarks, patents or other intellectual property rights, unless the circumstances as mentioned in Article 10.2 of these General Conditions apply.
- 10.5 If the Client, on the basis of a judgement is no longer allowed to make use of the Software, Custom Software or Documentation for reasons that PerfectView is responsible under Article 10.4, PerfectView will, at its sole discretion and at its own expense, obtain the right for the Client to continue to use the Software, the Customized Software or Documentation, or obtain the right to replace or modify the Software, Customized Software or Documentation or the infringing part thereof in such a way that the Software, Customized Software or Documentation or the infringing part thereof, no longer infringes on the specified property rights.
- 10.6 The Client will indemnify PerfectView from damage that PerfectView suffers as a result of claims and / or third party claims or proceedings initiated or brought on by such third party, if the Client has used the Software, Customized Software or Documentation in a different way than is determined under the Agreement, for example outside the Designated Processing Environment. The Client also indemnifies PerfectView against intent, recklessness and fraud in connection with the execution of the Agreement.
- 10.7 PerfectView is never required to perform data conversion, unless expressly agreed in writing with the Client.

11 LIABILITY

- 11.1 The Client is and continues to be responsible at all times, for the selection, use and correct application, including to mean the interoperability, of the Software and the services to be provided by PerfectView.
- 11.2 If one of the Parties culpably fails to fulfil any of its obligations under the Agreement, the other Party shall hold the defaulting Party in default, unless the fulfilment of such obligations is permanently impossible, in which case the defaulting Party is immediately in default. The notice with proof of default shall be given in writing without delay in which the defaulting Party will be given a reasonable term to still fulfil its obligations. This term has the character of a deadline. The notice must contain a complete and detailed description of the default, so that the defaulting Party has the opportunity to respond adequately.
- 11.3 If PerfectView culpably fails to fulfil its obligations, it is only liable to the Client for compensation of the direct damage suffered by the Counter party.
- 11.4 Any liability of PerfectView is limited to an amount equal to the price of the Assignment, which was invoiced in the period of one year immediately preceding the damage-causing incident.
- 11.5 Direct damage is understood to be limited to:
 - a) damage to hardware and software, which is exclusively understood to be physical damage;
 - b) damage to other property of the Client or third parties;
 - c) reasonable costs incurred to prevent or limit damage including costs for emergency services, which may be reasonably expected as a consequence of the event upon which the liability is based;
- 11.6 Liability for loss, including damages for lost profits or lost savings, reputational damage or other indirect or consequential damages are excluded. Also excluded is the liability of PerfectView related to the damage, destruction or loss of data or documents, such as related to a security incident and / or data breach, or the prevention or mitigation thereof
- 11.7 The above limitations of liability expire in the case of intent or gross negligence.
- 11.8 The condition for the existence of any right to compensation is always that the Client reports the damage as soon as possible after it occurs in writing to PerfectView. Any claim for damages against PerfectView expire after a period of twenty-four months after the claim arises, unless the Client, before the expiry of that period, has brought an action for compensation for the damage.
- 11.9 The provisions of this article as well as any other limitations and exclusions of liability set out in these general conditions shall also apply to the benefit of all (legal) persons who PerfectView engages in the execution of the Agreement.

12 TERMINATION

- 12.1 Except as determined elsewhere in the Agreement:
 - a) Parties shall be entitled to terminate the Agreement without judicial intervention or arbitration in accordance with Article 6: 265 BW, if the other party, even after a written notice setting a reasonable deadline, fails to meet its obligations under the Agreement; and
 - b) Parties shall without any warning or notice of default being required, be authorized to terminate the agreement with immediate effect, without judicial intervention or arbitration and without being required

to pay compensation other than reasonable compensation for the work already performed as part of the Assignment, by giving notice, where:

- 1) by request of the other party or in respect of the Counter party (temporary) suspension of payment or bankruptcy is requested or granted;
- 2) a substantial part of the assets of the Counter party or of the goods made available by or on behalf of the Counter party, are attached and this attachment is not lifted within a short period;
- 3) the company of the Counter party is liquidated or the Counter party ceases its current business, or in cases where the Counter party is a legal entity, the ownership relations change substantially, or the legal entity is dissolved;
- 4) the Counter party is otherwise no longer able to be considered to fulfil the obligations under the Agreement; or

12.2 If the Client is placed under direct or indirect, or actual control or management of another person, legal entity or organization that can be considered a competitor of PerfectView, PerfectView is entitled to wholly or in part, extra judicially terminate the agreement with accompanying annexes by giving written notice, stating the termination date, and without being held liable by the Client.

12.3 Above-mentioned forms of termination shall be done by registered letter with acknowledgement of receipt, addressed to the other party.

13 CONFIDENTIALITY AND PROHIBITION ACQUISITION OF STAFF

13.1 Parties will treat the Confidential Information as defined in Article 13.2 of these General Conditions as confidential.

13.2 Confidential information includes all information that is not generally known and made available by the Client, PerfectView or their suppliers. Confidential Information includes, for example business secrets, business and marketing strategies, address files, software, Software, data on research and development and data on human resources.

13.3 All materials containing Confidential Information or therewith associated or derived from it, will be returned to the disclosing party or destroyed once the purpose of the provision is reached, at the discretion of the party providing the Confidential Information.

13.4 Confidential Information may only be disclosed with the prior written consent of the providing Party, or by order of a court or arbitration.

13.5 During the term of the agreement and for one (1) year after termination thereof, the Client is not permitted, directly or indirectly, without the prior written consent of PerfectView, to hire employees of PerfectView who have been involved in the execution of the agreement or otherwise have them provide work or approach them in any way for this purpose, under penalty of a fine of EUR 50,000. - (Fifty thousand euros) for each violation of this prohibition.

14 FORCE MAJEURE

14.1 Neither Party shall be obliged to fulfil any obligation if it is prevented from doing so by force majeure, nor will one Party be held liable by the other Party in case it cannot fulfil its obligations under the Agreement - aside from any payment obligations - by Force Majeure. Force Majeure shall include force majeure of licensors or suppliers of PerfectView, improper performance of obligations by suppliers as prescribed to PerfectView by the Client, as well as defects in objects, hardware, software or third party materials whose use was prescribed to PerfectView by the Client, governmental actions, power failure, failure of the Internet, data network or telecommunication facilities, war and general transport problems.

14.2 If a Force Majeure continues for more than ninety days, Parties shall be entitled to terminate the Agreement in writing. Activities already performed under the Agreement are then settled proportionately, without Parties owing each other anything further.

15 APPLICABLE LAW AND DISPUTE RESOLUTION

15.1 This agreement is governed by Dutch law. The applicability of the Convention for the International Sale of Goods (or successor treaty) is excluded.

15.2 Parties agree in respect of all disputes which may arise between them in connection with the Agreement concluded between the parties, or any further agreements that may result therefrom, to deal with these disputes in accordance with the ICT-Mediation Regulations of the Foundation Settlement Automation ('Stichting Geschillenoplossing Automatisering') with its registered office in The Hague.

15.3 If, with respect to these disputes, Parties do not achieve agreement in accordance with these Regulations, these disputes at the request of either Party shall be settled in accordance with the Arbitration Rules of the Foundation Settlement Automation with registered offices in The Hague, this without prejudice to the right of each party to ask for an interim order (in arbitration) and without prejudice to the right of either party to take precautionary measures. The place of arbitration shall be The Hague.

15.4 In such instance that the Foundation Settlement Automation stops operating, the judge at the Court having jurisdiction will be the legal authority.

15.5 If a dispute arising from the Agreement concluded between the parties or a dispute arising from further agreements that result therefrom, fall within the jurisdiction of the district court, each of the parties shall, notwithstanding the provisions of 15.2 and 15.3, be entitled to refer the case to the respective district Court. Above authorization will only be allocated to parties in case no arbitration proceedings have yet been brought according to the provisions in Article 15.2 and 15.3. If the case, in accordance with the provisions of article

15.5, is brought by one or more of the parties to hearing and decision by the legally authorized Court, the district judge of that Court shall have jurisdiction to hear the case and reach a decision.

16 OTHER PROVISIONS

- 16.1 The Agreement with the accompanying annexes, the applicable specific (user) conditions and these general conditions constitute the entire Agreement between the Parties regarding the subject matter hereof, and shall in that regard, replace all prior directives of Parties relating to this. Amendments to the Agreement will be valid only in the written form and signed by authorized representatives.
- 16.2 As insofar it does not expressly follow otherwise from the context, all words, phrases, and all the conditions of the special Agreements such as the Framework Agreement, the Customer Agreement or the SaaS agreement, will be interpreted in accordance with the definitions contained in these General Conditions. In case of any discrepancies in the provisions in these General Conditions and the special Agreements, the provisions of the special Agreements will prevail.
- 16.3 PerfectView may make announcements in the press, trade press and other media about the existence of the Agreement, whereby the Client has been informed prior to the publication. The Client agrees that PerfectView names the Client as a user of the Software in advertising and marketing materials.
- 16.4 If it is determined that any provision of the Agreement would be unenforceable, parties will replace that provision with a provision which comes closest in nature and purpose to the original provision.
- 16.5 The Agreement binds the Parties, their successors and assignees. PerfectView is entitled to assign or otherwise dispose of the Agreement, order confirmation or any rights or obligations arising therefrom to a third party. The Client is not entitled to transfer or otherwise dispose of the Agreement, order confirmation or any resulting rights and / or obligations, to any third party without the prior written consent of PerfectView. PerfectView may wholly or partly outsource the execution of the work or services to be performed by PerfectView to third parties.
- 16.6 All exclusions, conditions and clauses that, on the basis of their nature, are designed to stay in force also after the end of the Agreement will remain in effect after the end of the Agreement, including, but not limited to privacy, applicable law and choice of forum, provisions regarding intellectual property, and indemnifications.

The document as given above concerns a translation from the original Dutch document. In cases of dispute, the original Dutch document applies.