GENERAL TERMS AND CONDITIONS

1. Special offers and agreement

1.1 These general terms and conditions apply to all special offers, legal relationships and agreements whereby DSA Global Solutions BV (hereinafter referred to as: DSA) delivers goods and/or services of whatever nature to the Client, even if these goods or services are not (further) specified within these terms and conditions. Deviations and supplementations of these general terms and conditions are only valid if they are explicitly agreed upon in writing.

1.2 All special offers and other manifestations of DSA are without obligation, unless otherwise explicitly expressed in writing in the offer by DSA. The Client is responsible for the appropriateness and completeness of the measurements, requirements, specifications of the performance and other information stated by them to DSA, on which DSA bases its special offers.

1.3 Applicability of any possible purchase or other terms and conditions of the Client is explicitly rejected.

1.4 If any provision within these general terms and conditions is null and void or is avoided, the remaining provisions of these general terms and conditions will remain fully in effect, and DSA and the Client shall consult with each other to agree on new terms and conditions to replace the invalid and annulled ones, whereby the purpose and the meaning of the void and voided terms and conditions will be taken into account as far as possible.

1.5 DSA can always make (further) demands to the communication between parties or to the performance of legal actions per e-mail.

2. Price and payment

2.1 All prices are exclusive of VAT and other duties which are imposed by the government.

2.2 In the event of a periodical payment obligation of the Client, DSA shall be entitled to alter the current prices and rates within a period of at least three months, by means of a written notification. Price changes are subject to market developments, whereby price increases are always implemented on market terms, unless explicitly stated otherwise. These changes are linked in respect to the Statistics Netherlands' (CBS) index number for the cost of living, but can vary in relation to the market. Prices of Microsoft licenses will be established by Microsoft and DSA consequently will have no influence on these prices. DSA is always entitled, by means of a notification in writing to the Client, to alter the agreed upon prices and rates for performances that will be delivered according to the relevant planning or agreement, at a time that is at least three months after the date of this notification.

2.3 Parties shall establish in the offer the date or dates whereupon DSA charges the remuneration to the Client for the agreed upon performances. Invoices will be paid by the Client according to the payment conditions stated on the invoice. If the absence of a specific arrangement, the Client shall pay within thirty days after the date of the invoice. The Client is not entitled to a setoff or postponement of a payment.

2.4 If the Client does not wish to agree with an adjustment of the prices and rates made known by DSA, as defined in article 2.2, the Client is entitled to terminate the agreement by means of written notification, within seven work days after the notification stated in those articles with effect from the date mentioned in the notification of DSA on which the price or rate adjustment would become effective.

2.5 All the invoices will be paid by the Client according to the payment conditions stated in the written agreement to automation.

2.6 If the Client fails to pay the owed amounts within the agreed upon period, the Client is liable to pay the current legal interest, without the necessity of any summons or notice of default. If the Client continues to fail to pay the claim after a summons or notice of default, DSA can turn the matter over to another party, in which case the Client is obliged to pay, in addition to the total owed amount due, the full remuneration of all legal and other, extrajudicial costs, among which all costs calculated by outside authorities in addition to the costs legally determined, in connection with the collection of this claim or otherwise with legal proceedings, of which the amount is determined at a minimum of 15% of the total amount. The term “extrajudicial costs” is taken to mean: the costs of a mediation attempt in case the mediation does not lead to a solution of the dispute.

3. Confidential information, employee take-over and privacy

3.1 Each of the parties guarantees not to disclose any of the information received from the other party, from which it is or should be known that it is confidential, unless a legal obligation necessitates disclosure of this information. The party that receives the confidential information shall only use this information for its intended purpose. In any event, information is regarded as confidential if indicated as such by one of the parties.

3.2 During the duration of the agreement and up to one year after the end of the agreement, each of the parties shall only in consultation with the other party, hire or otherwise, directly or indirectly, set to work, employees of the other party, that were involved in the execution of the agreement. When appropriate, DSA shall not withhold the agreement in question if the Client has offered appropriate compensation.

3.3 The Client indemnifies DSA against claims of persons from whom personal information is registered, or is being processed as part of the registration of personal data which is done by the Client or for which the Client is legally responsible, unless the Client proves that the facts on which the claim is based are exclusively accountable to DSA.

4. Restriction of property and rights, business formation and retention

4.1 All the goods that are delivered to the Client remain the property of DSA until all the amounts owed by the Client, for the delivered or still to be delivered equipment, or done or still to be done work according to the agreement, just as all other amounts that are owed by the Client due to failure to pay, are paid in full. A Client, who acts as a retailer, shall be allowed to sell and deliver all the equipment that is subject to the property restriction of DSA, as long as that is customary within the normal practice of his company. If the Client forms a new business from goods (also) delivered by DSA, the Client only forms that business for DSA and the Client holds the newly formed business for DSA until the Client has paid all the owed amounts by virtue of the agreement; in which case DSA has all the rights as the owner of the newly formed business until the moment of full payment by the Client.

4.2 Rights are always granted or transferred to the Client under the condition that the Client pays the agreed upon fees on time and in full.

4.3 DSA is allowed to keep the goods, products, property rights, information, documents, data bases and (interim) results of the services of DSA, that are delivered or generated by virtue of the agreement, despite an existing obligation to delivery, until the Client has paid all amounts due to DSA.

5. Risk

5.1 The risk of loss, theft or damage to goods, products, programs or information that are the object of the agreement, is passed down to the Client at the moment on which they are brought into the actual disposition of the Client or an assistant of the Client.

6. Rights of intellectual or industrial property

6.1 All rights of intellectual or industrial property on the developed or made available programs, web sites, data bases, equipment or other materials like analyses, designs, documentation, reports, quotations, just as its preliminary material, by virtue of the agreement, rest exclusively with DSA, its licensers or its suppliers. The Client exclusively obtains the user rights that are explicitly granted by these terms and conditions and the law, and for the remainder he shall not duplicate or copy the programs or other materials. Any other or further right of the Client to duplicating programs, web sites, data bases or other materials does not apply. A user right that belongs to the Client is non-exclusive and non-transferable to third parties.

6.2 The Client acknowledges the fact that the programs, equipment and other materials, that are made available, contain confidential information and company secrets of DSA or its licensers. The Client commits to not disclosing these programs, equipment and materials, not disclosing them to third parties or allowing them use it and to only use them for their intended purpose, without prejudice to the provisions in article 3. Third parties also include all persons that are working in the organization of the Client who do not necessarily need to use the programs, equipment and/or other materials.

6.3 If contrary to article 6.1, DSA is willing to commit to transfer a right of intellectual or industrial property, such a commitment can always only be negotiated explicitly and in writing. If parties agree explicitly and in writing that the right of intellectual or industrial property regarding programs, web sites, data bases, equipment or other materials, specifically developed for the Client, will transfer to the Client, this does not affect DSA's authority to use and exploit for other intent, the parts, general principles, ideas, designs, documentation, works, program languages and such, which are based on that development, without any limitation, either for itself or third parties. Neither does a transfer of the right of intellectual or industrial property affect the right of DSA to undertake developments on behalf of itself or third parties that are similar to those which are (being) done on behalf of the Client.

6.4 The Client is not allowed to remove or alter any specification regarding the confidential nature or regarding copyrights, brands, trade names or other rights of intellectual or industrial property, from the programs, web sites, data bases, equipment or materials, including specifications about the confidential nature and secrecy of the programs.

6.5 DSA is allowed to take technical measures in order to protect the programs or, in consideration of the agreed upon restrictions in the duration of the user right to the programs. If DSA has fitted the programs with an electronic security system, the Client is not allowed to remove or avoid this measure. If security measures result in the Client not being able to make a backup copy of the programs, DSA shall put a backup copy at the Clients' disposal if requested.

6.6 Unless DSA puts a backup copy of the programs at the Clients' disposal, the Client may keep one backup copy of the programs. In these general terms and conditions the term "backup copy" is taken to mean: a material object on which the programs are recorded, exclusively for replacement of the original copy of the programs in the event of involuntary loss of property or damage. The backup copy has to be an identical copy and always be provided with the same labels and indications as the original copy.

6.7 If the Client develops programs or a third party develops programs on his behalf, or if the Client has the intention of doing this and he, in connection with the interoperability of the programs to be developed and the programs made available to him by DSA, needs information to realize this interoperability, the Client shall then request the required specified information from DSA in writing. In such an event, DSA shall announce, within a reasonable period, if the Client can have the requested information at his disposal, in conformity with the provisions in article 45m of the copyright law. In these general terms and conditions the term "interoperability" is taken to mean: the capacity of the programs to exchange information with other components of a computer system and/or programs and communicate through this information.

6.8 In compliance with the other provisions of these general terms and conditions, the Client is entitled to a correction of the errors in the programs placed at his disposal, if that is necessary for the intended use of the programs. In these general terms and conditions the term "errors" is taken to mean: a substantial failure to comply with the functional or technical specifications, made known by DSA in writing, and, in the event of custom-made programs and web sites, the functional or technical specifications explicitly agreed upon in writing between the parties. An error is exclusively taken tot mean an error that the Client can prove and is reproducible. The Client is obliged to report errors to DSA immediately.

6.9 DSA indemnifies the Client against every legal claim of a third party which is based on the allegation that the programs, web sites, data bases, equipment or other materials developed by DSA, infringes upon a law regarding intellectual or industrial property, in force in the Netherlands, under the condition that the Client immediately informs DSA in writing about the existence and the contents of the legal claim and shall leave the settlement of the matter, among which reaching any settlement, entirely to DSA or its' suppliers. For that purpose the Client shall give DSA the necessary powers of attorney, information and cooperation, if necessary in the name of the Client, to defend itself against these legal claims. This obligation to indemnification expires if the alleged infringement is connected (i) to materials placed at DSA's disposal by the Client for usage, processing, handling or incorporation, or (ii) to modifications in the programs, data bases, equipment or other materials made by the Client or made by the third parties on behalf of the Client. If it is established irrevocably in court that the programs, web sites, data bases, equipment or other materials developed by DSA are infringing upon any right of intellectual or industrial property belonging to a third party, or if, in the opinion of DSA, there is a reasonable chance that such a infringement will occur, DSA shall reimburse the goods according to the actual inflicted damage, or shall, if possible, make sure that the Client can keep using the delivered, or other functionally equal quality programs, web sites, databases, equipment or the other related materials chosen by DSA undisturbed, for example through adjustment of the infringing parts or by obtaining a user right on behalf of the Client. If DSA, in its exclusive opinion, can not, or not otherwise than in a (financially) unreasonably damaging way for itself ensure that the Client can keep using the goods undisturbed, DSA shall take back the goods while crediting the procurement costs after deduction of a reasonable user remuneration. In this case, DSA shall only make his choice after consultation with the Client. Any other or further liability or indemnification obligation of DSA due to the infringement on the right of intellectual or industrial property of a third party, does not apply, including liability and indemnification obligations of DSA for infringements that are caused by the usage of the delivered programs, web sites, data bases, equipment and/or materials (i) in a form not modified by DSA, (ii) in connection to goods or programs not delivered or supplied by DSA or (iii) in any other way than for which the equipment, programs, web sites, data bases and/or other materials are developed or intended.

6.10 The Client guarantees that no rights of third parties oppose to providing DSA with equipment, programs, material intended for web sites (visual material, text, music, domain names, logos etc.), data bases, or other materials, including design material, with the purpose of usage, processing, installation or incorporation (for example in a web site). The Client shall indemnify DSA against any action that is based on the allegation that such a way of providing, using, processing, installing or incorporating is infringing on any right of third parties.

7. Cooperation of the Client; telecommunication

7.1 The Client shall always give DSA, in a timely manner, for an adequate execution of the agreement, all useful and necessary data or information and assistance, including admitting access to its buildings. If the Client, in regard to the assistance with the execution of the agreement, deploys its own employees, these employees shall have the necessary knowledge, experience, capability and quality.

7.2 The Client shall bear the risk of selection, the usage and the application in his organization of the equipment, programs, web sites, data bases and other products and materials and of the services to be given by DSA, and is also responsible for the inspection and security procedures and an efficient system management.

7.3 If the Client makes programs, web sites, materials, data bases or information on a data carrier available to DSA, these will fulfil the specifications prescribed by DSA.

7.4 If the Client does not, or not in a timely manner or not in accordance with the agreements, place the data, equipment, programs or employees necessary for the execution of the agreement, at the disposal of DSA, or if the Client does not fulfil his obligations in any other way, DSA has the right to full or partial suspension of the execution of the agreement and has a right to charge the expenses resulting from this as a consequence in accordance with its usual rates, one or the other without prejudice to the right of DSA to exercise any other legal right.

7.5 In the case of employees of DSA working at the location of the Client, the Client provides free facilities that are reasonably desired by those employees, such as a work space with computer and telecommunication facilities. The work space and facilities shall meet all statutory demands and regulations regarding working conditions. The Client indemnifies DSA against claims from third parties, among which employees of DSA, who, in connection with the execution of the agreement suffer a loss as a consequence of the acting or failure to act by the Client or of unsafe conditions existing in his organization. The Client shall familiarize the employees of DSA in a timely manner with the company and security rules that are in force within his organization.

7.6 If telecommunication facilities, including the Internet, are used in the execution of the agreement, the Client is responsible for the right choice and its timely and efficient availability, except for those facilities which are under direct usage and management of DSA.

7.7 DSA is never liable for damage or costs due to transmission errors, technical malfunctions or non-availability of telecommunication facilities, including the Internet, unless the Client proves that this damage or these costs are the result of deliberate intent or gross negligence of DSA or its management.

7.8 If telecommunication facilities are used in the execution of the agreement, DSA is entitled to assign entry or identification codes to the Client. DSA can alter the assigned entry or identification codes. The Client handles the entry codes in a confidential manner and with care and only discloses these to authorized employees. DSA is never liable for damages or costs as a consequence of misuse of the entry or identification codes.

8. Delivery period

8.1 All the (delivery) periods mentioned or agreed upon by DSA are determined to DSA's best knowledge based on the information that was known to DSA at the start of the agreement. DSA makes every required effort to comply with the agreed upon (delivery) periods. DSA shall not be in default in the event of an occasional exceeding of the mentioned or agreed upon (delivery) period. In all cases, therefore also if parties explicitly agreed upon a final period in writing, DSA shall not be in default for exceeding the allotted time until the Client has given DSA notice of default in writing. DSA is not bound to any of the final (delivery) periods which can no longer be made, if it is due to circumstances beyond DSA's control, happening after starting the agreement. DSA is neither otherwise bound to the final delivery period when parties agreed upon a change of the contents or scale of the agreement (additional work, alteration of specifications etc.). If exceeding an allotted time period is imminent,

DSA and the Client shall start a consultation as soon as possible.

9. Ending the agreement

9.1 Each of the parties only has the authority to terminate the agreement when the other party, in all cases, and always after a proper and as detailed as possible notice of default in writing, in which a reasonable period is stated for remedying the shortcoming, is liable for failing to fulfil the essential obligations in the agreement.

9.2 If an agreement, that due to its nature and contents does not end through fulfilment, has been started for an indefinite time period, it can be terminated through a written cancellation by each of the parties after good consultation and stating reasons. If parties did not agree upon an explicit cancellation period, a reasonable period needs to be complied with when cancelling. Parties are never obliged to any damages due to cancellation. In the event of termination of the agreement the Client is free to start an agreement with another software vendor in the Netherlands. After ending the agreement by the Client, the Client forfeits the user right on all the functionalities and versions developed by DSA (DSA add-ons), which are delivered by DSA to the Client during the duration of the agreement.

9.3 The Client can only terminate an agreement in the circumstances provided in these terms and conditions.

9.4 Each of the parties can end the agreement fully or partially, starting immediately, without notice of default and without judicial intervention, through written notification, if the other party –whether or not for the time being- is granted suspension of payment, if a petition for bankruptcy is filed against the other party, or if the company of the other party is being liquidated or terminated, for reasons other than on behalf of reconstruction or merging of companies. In the case of this termination, DSA is never obliged to any refund of the already received money or obliged to pay damages. In case of bankruptcy of the Client, the user right of the programs made available at the disposal of the Client legally expires.

9.5 If the Client has already received performances to the execution of the agreement at the moment of the termination as referred to in article 9.1, these performances and the related obligation to pay will not be subject to annulment, unless the Client proves that DSA is in default with regard to these performances. Sums which DSA has invoiced before the termination in connection with what it has already done or delivered in a proper manner to the execution of the agreement, remain outstanding in full, taking into account what is specified in the preceding sentence, and become immediately due at the moment of the termination.

10. Liability of DSA; indemnification

10.1 DSA accepts legal liability to damages to the extent it is implied in this article 10.

10.2 If the agreement is mainly a continuing performance agreement with a term of more than 1 year, the negotiated fee is set at the total of fees (exclusive of VAT), negotiated for 1 year. The total liability of DSA due to an imputable shortcoming in fulfilling the agreement, is limited to remuneration of immediate damage up to the maximum amount of the fee (exclusive of VAT) negotiated in the context of this agreement. However, under no circumstances will the total remuneration for immediate damage amount to more than € 400,000 (four hundred thousand euros). Immediate damage is taken to mean exclusively:
reasonable expenses that the Client should make to let the performance of DSA fulfil the agreement; however, this substitute damage will not be compensated if the agreement is terminated due to a claim of the Client;
reasonable expenses that the Client has made for the necessity of keeping the old system or systems and the connecting facilities operational, due to DSA not delivering at the final committed delivery date, with a reduction of possible savings as a consequence of the delayed delivery;
reasonable expenses, made to determine the cause and the scale of the damage, insofar as the determination is connected to the immediate damage in the meaning of these terms and conditions;
reasonable expenses, made to prevent or limit the damage, insofar as the Client proves that these expenses have led to a limitation of the immediate damage in the meaning of these terms and conditions.

10.3 DSA's liability to damages due to death or physical injury or due to material damage to goods, never amounts to more than a total of € 1,113,450 (one million and one hundred thirteen thousand and four hundred fifty euros) per event, in which a series of connected events counts as one event.

10.4 DSA is not liable for consequential damage, consequential loss, lost profit, missed savings, decreased goodwill, damage due to company stagnation, damage as a consequence of claims of customers of the Client, mutilation or loss of data, damage related to the usage by the Client of goods, materials or software of third parties, prescribed by DSA, damage related to the engagement of suppliers, prescribed by DSA, by the Client and all other types of damage besides those mentioned in articles 10.2 and 10.3, on whatever account.

10.5 The restrictions mentioned in the previous provisions of this article 10, will expire when and for as far as the damage is a consequence of deliberate intent or gross negligence of DSA or its management.

10.6 DSA's liability due to imputable shortcoming in fulfilling an agreement only arises in all events if the Client gives DSA, immediately and in proper writing, notice of default, in which a reasonable period for remedying the shortcoming is set, and if after that period, DSA remains liable for failing to fulfil its obligations. The notice of default shall contain an as full and detailed as possible description of the shortcoming, so that DSA is capable to react in an effective manner.

10.7 A condition for the inception of the exclusive right to damages is always that the Client reports the damage in writing to DSA as soon as possible after it develops. Any claim to damages against DSA expires merely due to the lapse of 24 months after the inception of the claim.

10.8 The Client indemnifies DSA against all claims of third parties due to product liability as a consequence of a deficiency in a product or a system which is delivered to a third party by the Client and which also consisted of equipment, programs or other materials delivered by DSA, except if, and insofar as the Client proves that the damage is caused by that equipment, those programs or other materials.

10.9 The Client guarantees to have an approved and certified network at his disposal. If the network is certified by an authorized agency or company, DSA guarantees delivery of good functioning equipment. In the event of usage of non-certified cables, DSA is in no way liable for malfunctions, shortcomings or other problems that are directly related to, or a consequence of the cables installed by third parties.

10.10 The Client shall always have sound hardware at its disposal.

11. Force majeure

11.1 None of the parties is obliged to fulfil any obligation if it is prevented to do so, or as a consequence of *force majeure*. The term "force majeure" is taken to mean, amongst other things: *force majeure* of suppliers of DSA, suppliers prescribed to DSA by the Client not properly fulfilling their obligations, as well as defectiveness of goods, materials, programs of third parties, which usage is prescribed to DSA by the Client.

11.2 If a case of *force majeure* has taken over ninety days, parties are entitled to terminate the agreement in writing.

12. Export

12.1 In the event of export of equipment, parts or programs by the Client, the relevant export regulations apply. The Client shall indemnify DSA against all claims of third parties which are connected to violations of the applicable export regulations ascribed to the Client.

13. Applicable law and disputes

13.1 The agreements between DSA and the Client are controlled by Dutch law. The Vienna Sales Convention 1980 is not applicable.

13.2 Disputes which may arise between DSA and the Client as a result of an agreement negotiated between DSA and the Client, or as a result of further agreements which are a result of that agreement, are settled by a competent Dutch judge, notwithstanding the possibility of mediation as meant in article 13.3.

13.3 In order to attempt a settlement out of court of an existing or possible future dispute, either party can start an ICT mediation in accordance with the ICT mediation regulations of the *Stichting Geschillenoplossing Automatisering* (Foundation for the Resolution of Automation Disputes) in The Hague. ICT mediation in accordance with these regulations is aimed at mediation by one or more mediators. This procedure does not lead to a binding judgment for the parties. Participation in this procedure is voluntary. The provision in this article is not incompatible with the fact that a party may wish to reject a request of the other party for ICT mediation and may immediately follow the legal dispute regulations.

COMPUTER SERVICE

The provisions referred to in this "Computer services" section apply in addition to the General Provisions of these general terms and conditions if DSA provides services in the field of computer service, including the automatic processing of data with the help of the programs and equipment managed by DSA.

14. Duration

14.1 If the agreement relates to the recurrent or regular provision of computer service, the agreement will be entered into for the period agreed between the parties, in the absence of which a period of one year applies. The duration of the agreement will be tacitly renewed on each occasion for the duration of the original period, unless the Client or DSA terminate the agreement in writing subject to a period of

notice of three months before the end of the period in question.

15. Performance of the activities

15.1 DSA only performs the computer service by order of the Client. If DSA performs computer service with respect to data of the Client or its personnel pursuant to an authorized order by a government body, all costs associated with this will be charged to the Client. DSA will perform the computer service with due care in accordance with the procedures and agreements recorded in writing with the Client.

15.2 All data to be processed by DSA will be prepared and supplied by the Client in accordance with the conditions to be determined by DSA. The client will bring the data to be processed and pick up the results of the processing from the place where DSA performs the computers service. Transport and transmission, in whatever manner, are for the account and risk of the Client, also if this is performed or taken care of by DSA.

15.3 The Client guarantees that all material, data, software, procedures and instructions provided to DSA for the performance of the computer service is always accurate and complete and that all data carriers supplied to DSA comply with DSA's specifications.

15.4 All equipment, software and other material used by DSA during the computer service remain the property and subject of intellectual and industrial property of DSA, also if the Client pays a fee for the development or purchase thereof by DSA. DSA may retain the products and data received from the Client and the generated results of the processing until the Client has paid all amounts due to DSA.

15.5 DSA may make modifications to the content and scope of the computer service. Should such modifications result in a change to the applicable procedures at the Client, DSA will inform the Client about this as quickly as possible and the costs of this change are for the account of the Client. In this case, the Client may terminate the agreement by means of written notification with effect from the date on which the modification comes into effect, unless this modification is related to amendments in relevant legislation or instructions given by other competent bodies or DSA pays for the costs of this modification.

15.6 To the best of its ability, DSA will do everything to ensure that the software used by it during the performance of the computer service is as far as possible promptly modified to amendments in the relevant Dutch legislation and regulations. Upon request, DSA will advise the Client at the usual rates about the consequences of these modifications for the Client.

16. Security, privacy and retention periods

16.1 DSA complies with the obligations vested in it as processor by virtue of the legislation concerning the processing of personal data. DSA will take the necessary technical and organizational precautions to protect (personal) data from loss or against any form of unlawful processing.

16.2 The Client guarantees that all statutory provisions concerning the processing of personal data, including the instructions given by virtue of the *Wet Bescherming Persoonsgegevens* (Personal Data Protection Act), are promptly complied with and that all prescribed registrations are performed and all required permissions for the processing of personal data have been obtained. The Client will immediately supply DSA with all requested relevant information in writing. DSA will ensure that the personal data registration is adequately secured in line with the latest technological developments.

16.3 The Client indemnifies DSA against all claims from third parties that may be brought against DSA due to a breach of the *Wet Bescherming Persoonsgegevens* (Personal Data Protection Act) and/or other legislation concerning the processing of personal data that cannot be attributed to DSA.

16.4 The Client indemnifies DSA against all claims from third parties, including government bodies, which may be brought against DSA due to breach of legislation concerning the statutory retention periods.

17. Guarantee

17.1 DSA is not responsible for checking the accuracy and completeness of the results of the computer service. The Client shall check this itself after receipt. DSA does not guarantee that the computer service will be provided without error or without interruptions. If shortcomings in the results of the computer service are a direct consequence of products, software, data carriers, procedures or operations for which DSA is expressly responsible by virtue of the agreement, DSA will repeat the computer service in order to redress the shortcomings to the best of its ability, as long as the data required for repeating the computer service are still available and the Client notifies DSA of the shortcomings in writing and in detail as quickly as possible, but no later than one week following receipt of the results of the computer service. The repetition will only be performed free of charge if shortcomings in the computer service are attributable to DSA. If shortcomings are not attributable to DSA and/or the shortcomings are the result of errors or deficiencies by the Client, such as the supply of incorrect or incomplete information, DSA will charge the Client for any repetition in accordance with its usual rates. If the rectification of shortcomings attributable to DSA is not technically or reasonably possible, DSA will credit the Client for the amounts charged for the relevant computer service, without being further or otherwise liable towards the Client. No rights other than those described in this guarantee scheme accrue to the Client due to shortcomings in the computer service.

SERVICES

The provisions referred to in this "Services" section apply in addition to the General Provisions of these general terms and conditions if DSA provides services such as management and IT advice, application studies, consultancy, training, education, courses, support, secondment, hosting, the design, development, implementation or administration of software, websites or information systems and services with respect to networks. These provisions do not have any effect on the provisions concerning specific services, such as computer service, the development of software and maintenance, included in these general terms and conditions.

18. Implementation

18.1 DSA will perform the services with due care to the best of its ability, where applicable in accordance with the agreements and procedures agreed with the Client in writing. All DSA's services will be performed on the basis of an obligation to perform to the best of one's abilities, unless and insofar as DSA has expressly promised a result in the written agreement and the result in question is described in sufficient detail. Any agreements concerning a service level are always only expressly agreed in writing.

18.2 If it is agreed that the services will take place in phases, DSA is entitled to delay the start of the services that belong to a phase until the Client has approved the results of the phase prior to this in writing.

18.3 During the performance of the services, DSA is only obliged to observe instructions given timely and responsibly by the Client if this is expressly agreed in writing. DSA is not obliged to observe instructions that change or supplement the content or scope of the agreed services; if such instructions are observed, however, the activities in question will be paid for in accordance with article 19.

18.4 If an agreement to provide services is entered into with a view to performance by a particular person, DSA is at all times entitled, following consultation with the Client, to replace this person with one or more other persons with the same qualifications.

18.5 In the absence of an expressly agreed invoicing schedule, all amounts that relate to the services provided by DSA are payable in arrears once per calendar month.

19. Change and additional work

19.1 If DSA has performed activities or another performance at the request or with the prior approval of the Client, which are beyond the content and scope of the agreed services, these activities or this performance will be paid for by the Client in accordance with DSA's usual rates. Additional work also includes an extension or change to a system analysis, a design or specifications. DSA is never obliged to comply with such a request and can require that a separate written agreement be concluded for this.

19.2 The Client accepts that the agreed or expected time of completion of the services and the mutual responsibilities of the Client and DSA may be influenced by activities or performance as referred to in article 19.1. The fact that there is (a demand for) extra work during the performance of the agreement shall never constitute a ground for the Client to dissolve or terminate the agreement.

19.3 Insofar as a fixed price has been agreed for the services and parties have the intention of concluding a separate agreement with respect to extra activities or a performance, DSA will, if necessary, inform the Client in advance in writing about the financial consequences of these activities or a performance.

20. Education, courses and training

20.1 Insofar as the services of DSA comprise the provision of education, courses or training, DSA may always require payment of the relevant amount due before the commencement. The consequences of a cancellation of participation in classical education, courses or training will be governed by the rules usual for DSA.

20.2 If, in the opinion of DSA, the number of registrations warrants such, DSA is entitled to combine the education, courses or training with other education, courses or training, or to hold this at a later date or at a later time.

21. Secondment

21.1 In the sense of these terms and conditions, secondment occurs if DSA provides a member of staff (hereinafter referred to as: the seconded staff member) to the Client in order for this member of staff to perform the activities under

supervision and leadership or direction of the Client.

21.2 DSA will do everything to ensure that the seconded staff member remains available for the duration of the agreement, without prejudice to the provisions in article 18.4 with respect to replacement.

21.3 The Client is entitled to request replacement of the seconded staff member (i) if the seconded staff member demonstrably does not satisfy expressly agreed quality requirements and Client informs DSA of this in writing within three working days of the commencement of the activities, or (ii) in the case of long-term illness or termination of the employment of the seconded staff member. DSA will immediately give priority attention to the request. DSA does not guarantee that replacement will always be possible. If replacement is not possible or is not possible straight away, the Client's claims for further compliance with the agreement as well as all the Client's claims due to non-compliance with the agreement are cancelled. The Client's payment obligations with respect to the performed activities remain in force.

21.4 DSA is obliged to pay the wage tax and (advance) social security contributions in connection with the seconded staff member in good time and in full. DSA indemnifies the Client against all statutory claims from the tax authorities or social security agencies with respect to taxes and social security contributions that are directly associated with the provision by DSA of the seconded staff member (the so-called recipients' liability), as long as the Client leaves the settlement of the relevant claims entirely to DSA, grants it all necessary assistance in this respect and all necessary information and, if required by DSA, grants authority for litigation.

21.5 DSA accepts no liability for the selection of the member of staff or for the results of activities that have come about under the supervision and leadership or direction of the Client.

DEVELOPMENT OF SOFTWARE

The provisions referred to in this "Development of software" section apply in addition to the General Provisions of these general terms and conditions and the special provisions from the "Services" section if DSA is commissioned by the Client to develop software and, if necessary, install it. The "Use and maintenance of software" section also applies to this software, except insofar as this section deviates from this. The rights and obligations referred to in this section only relate to computer software in a form that is legible for a data-processing machine, as well as the associated documentation. Where reference is made to software in this section, this also includes websites.

22. Development of software

22.1 If specifications or a design for the software to be developed are not provided to DSA at the commencement of the agreement, the parties will specify in written consultation which software will be developed and in which way this will take place. DSA will perform the development of the software with due care on the basis of the data supplied by the Client, with the Client guaranteeing the accuracy, completeness and consistency. If parties have agreed to the use of a development method that is characterized by the fact that the design and/or the development of parts of the software is subject to more detailed prioritization during the performance of the agreement, this prioritization will at all times be effected in consultation between parties.

22.2 DSA is entitled, but not obliged, to examine the accuracy, completeness or consistency of the data, specifications or designs that it is supplied with and, if any shortcomings are found, to postpone the agreed activities until the Client has removed the shortcomings in question.

22.3 Without prejudice to the provisions in article 6, the Client is only entitled to use the software in its own company or organization.

23. Delivery, installation and acceptance

23.1 DSA will deliver and install the software to be developed for the Client as much as possible in accordance with the written, recorded specifications; installation only applies if this has been agreed in writing by DSA. In the absence of express agreements in this respect, the Client will itself install, set up, parameterize, tune and, if necessary, modify both the equipment used and user environment. Unless expressly agreed otherwise, DSA is not obliged to perform data conversion.

23.2 If an acceptance test is agreed upon, the testing period amounts to ten working days after delivery or, if installation by DSA is agreed in writing, after completion of the installation. During the testing period, the Client is not permitted to use the software for productive or operational purposes. DSA may at all times desire, thus also if such is not expressly agreed, that the Client performs a thorough test, with sufficiently qualified personnel, of sufficient scope and depth on (interim) results of the development activities and that the test results are reported in an orderly and understandable manner to DSA in writing.

23.3 The software will be deemed to have been accepted by parties if the Client has accepted the software in writing. To this end, an official report should be drawn up and signed by both parties within the testing period (see article 23.2). This official report should record the observed shortcomings and also whether relevant parts of the business information system and/or the services performed by the Client have been approved:
if no acceptance test has been agreed between parties: upon delivery or, if installation by DSA has been agreed in writing, upon completion of the installation, or, if an acceptance test has been agreed between parties: on the first day following the testing period, or, if DSA receives a test report as referred to in article 23.5, before the end of the testing period: when the defects referred to in this test report have been remedied in the sense of article 6.8, notwithstanding the presence of shortcomings that do not stand in the way of acceptance according to article 23.6.
In derogation of this, the software is deemed to have been fully accepted from the commencement of the use if the Client has used it for any productive or operational purposes before the moment of an express acceptance.

23.4 If, during the performance of the agreed acceptance test, it appears that the software contains defects that impede the progress of the acceptance test, the client will inform DSA of this in detail and in writing, in which case the testing period is interrupted until the software is modified in such a way that this impediment is removed.

23.5 If, during the performance of the agreed acceptance test, it appears that the software contains defects in the sense of article 6.8, the Client will inform DSA no later than the final day of the testing period by means of a written and detailed test report about the defects. DSA will to the best of its ability make every effort to remedy the defects within a reasonable period, whereby DSA is entitled to apply temporary solutions, program shortcuts or problem-avoiding restrictions in the software.

23.6 Acceptance of the software may not be withheld on grounds other than those that are related to the specifications expressly agreed between parties and not due to the existence of minor defects, i.e. defects that do not reasonably stand in the way of the operational or productive use of the software, without prejudice to the obligation of DSA to remedy these minor defects within the scope of the guarantee scheme of article 26, where applicable. Acceptance may also not be withheld in respect of aspects of the software that can only be subjectively assessed, such as the design of the user interfaces.

23.7 If the software is delivered and tested in phases and/or parts, the non-acceptance of a particular phase and/or part does not have effect on any acceptance of an earlier phase and/or another part.

23.8 Acceptance of the software in one of the ways as referred to in article 23.3 results in DSA being fully discharged from compliance of its obligations with respect to the development and making available of the software and, if installation by DSA is also agreed in the present case, of its obligations with respect to the installation of the software. Acceptance of the software does not detract from the rights of the Client by virtue of article 23.6 concerning minor defects and article 26 concerning guarantee.

23.9 In the absence of an expressly agreed invoicing schedule, all amounts that relate to the development of the software are due and payable upon delivery of the software or, if installation by DSA is also agreed in writing in the present case, upon completion of the installation.

USE AND MAINTENANCE OF SOFTWARE

In addition to the General Provisions of these general terms and conditions, the provisions referred to in this "Use and maintenance of software" section also apply to all software made available by DSA. The rights and obligations referred to in this section only relate to computer software in a form that is legible for a data-processing machine, as well as the associated documentation, all of this including any new versions to be supplied by DSA. Where reference is made to software in this section, this also includes websites.

24. Right of use

24.1 Without prejudice to the provisions in article 6, DSA grants the Client the non-exclusive right of use of the software. The Client will strictly comply with the use restrictions agreed between parties. Without prejudice to other provisions in these general terms and conditions, the right of use of the Client only covers the right to load and execute the software.

24.2 The software may only be used by the Client in its own company or organization on one processing unit and for a particular number or type of users or connections for which the right of use is provided. Insofar as nothing else is agreed in this respect, the processing unit of the Client on which the software is used for the first time and the number of connections that is connected to that processing unit at the time of first use, applies as processing unit and number of connections for which the right of use is provided. In the case of a defect in the relevant processing unit, the software may be used on another processing unit for the duration of the defect. The right of use may relate to several

processing units insofar as this expressly appears from the agreement.

24.3 The right of use is not transferable. The Client is not permitted to sell, rent out, sublicense, alienate or grant limited rights to the software or carriers on which it is loaded or make it available to a third party in any way or for any purpose whatsoever, to provide a third party with access to the software, remote or otherwise, or accommodate the software with a third party for hosting purposes, also if the third party in question only uses the software exclusively on behalf of the Client. The Client will not change the software, other than within the scope of remedying defects. The Client will not use the software within the scope of the processing of data for third parties ('time-sharing'). The source code of the software and the technical documentation produced during the development of the software will not be made available to the Client, even if the Client is prepared to provide financial recompense for this availability. The Client acknowledges that the source code has a confidential character and that it contains company secrets of DSA.

24.4 The Client is strictly prohibited from using the DSA development key. If DSA nevertheless establishes that the Client uses the development key, the client forfeits a penalty of EUR 100,000 per contravention that is not liable to judicial mitigation.

24.5 Contrary to article 24.3, DSA may provide the source code so that the Client may independently program within the software that it has purchased, as long as the Client purchases the necessary modules for this.

24.6 The Client will return copies of the software in its possession to DSA immediately after the end of the right of use of the software. If parties have agreed that the Client will destroy the relevant copies at the end of the right of use, the Client will immediately inform DSA in writing of this destruction.

25. Delivery, installation and acceptance

25.1 DSA will deliver the software on the agreed type and format of data carriers to the Client and, if installation by DSA has been agreed upon in writing, install the software at the Client. In the absence of express agreements in this respect, the Client will itself install, set up, parameterize, tune and, if necessary, modify both the equipment used and user environment. Unless expressly agreed otherwise, DSA is not obliged to perform data conversion.

25.2 If an acceptance test has been agreed in writing between parties, the provisions in articles 23.2 to 23.7 also apply. If parties have not agreed upon an acceptance test, the client accepts the software in the state it is found at the time of delivery, thus with all visible and invisible errors and other defects, without prejudice to the obligations of DSA by virtue of the guarantee of article 26. In all cases, the provisions in article 23.8 remain in full force.

25.3 In the absence of an expressly agreed invoicing schedule, all amounts that relate to the making available of the software and the right of use of the software are due and payable upon delivery of the software or, if installation by DSA is also agreed in writing in the present case, upon completion of the installation.

26. Guarantee

26.1 DSA will to the best of its ability make every effort to remedy the errors in the software in the sense of article 6.8 within a reasonable period if this is reported to DSA in writing with a detailed description within a period of three months after delivery or, if an acceptance test has been agreed between parties, within three months of acceptance. DSA does not guarantee that the software will work without interruption, errors of other defects or that all errors and other defects have been ameliorated. The remedying will be performed free of charge, unless the software has been developed by order of the Client for anything but a fixed price, in which case DSA will charge for the cost of remedying at its usual rates. DSA may charge for the cost of remedying according to its usual rates if there is any question of use errors or improper use by the Client or other causes not attributable to DSA or if the errors could have been established during the performance of the agreed acceptance test. DSA is entitled to postpone the remedy of errors until DSA launches the following new version of the relevant software, so that DSA can combine the remedying of errors with the launch of the new version. The guarantee does not include the recovery of mutilated or lost data. The guarantee obligation is cancelled if the Client makes changes or has changes made to the software without the written permission of DSA.

26.2 If, in the opinion of DSA, an error can be traced to an error in the standard software on which the DSA modifications were made, DSA will contact the supplier with the request that the error be remedied as soon as possible. Such remedy of errors takes place under the responsibility and subject to the conditions of the original supplier of the software.

26.3 The remedying of errors will take place at a location to be determined by DSA. DSA is entitled to make temporary solutions or program shortcuts or problem-avoiding restrictions in the software.

26.4 DSA has no obligation with respect to the remedying of errors that are reported after the guarantee period as referred to in article 26.1, unless a maintenance agreement is concluded between parties that contains such a duty of remedying.

27. Maintenance

27.1 If a maintenance agreement is concluded for the software or if maintenance is included in the payment for use of the software, the Client will report errors in the software in detail to DSA in accordance with DSA's usual procedures. After receipt of the report, DSA will to the best of its ability do everything to remedy errors in the sense of article 6.8 and/or make improvements in later new versions of the software. Depending upon the urgency, the results will be made available to the Client in a manner and time to be determined by DSA. DSA is entitled to make temporary solutions or program shortcuts or problem-avoiding restrictions in the software. In the absence of express agreements in this respect, the Client will itself install, set up, parameterize and tune the remedied software or newly available version and, if necessary, modify both the equipment used and user environment. Unless expressly agreed otherwise, DSA is not obliged to perform data conversion.

27.2 DSA does not guarantee that the software will work without interruption, errors of other defects or that all errors and other defects have been ameliorated.

27.3 DSA may charge for the cost of remedying according to its usual rates if there is any question of use errors or improper use by the Client or other causes not attributable to DSA or if others than DSA have modified the software. Maintenance does not include the recovery of mutilated or lost data.

27.4 If a maintenance agreement has been concluded, DSA will provide improved versions of the software to the client when they become available. Three months after the provision of an improved version, DSA is no longer obliged to remedy any errors in the old version or to provide support with respect to the old version. For the provision of a version with new possibilities and functions, other than those ensuing from a normal technical development, DSA may desire from the Client that it enter into a new agreement with DSA and that a new fee be paid for the provision. In addition, when making a new version available, DSA will no longer maintain the previous version. DSA will inform the Client well in advance.

27.5 If the Client does not enter into a maintenance contract with DSA at the same time as entering into the agreement for the provision of the software, DSA is not obliged to enter into a maintenance agreement at a later time.

27.6 In the absence of an expressly agreed invoicing schedule, all amounts that relate to the maintenance of software are due and payable before the commencement of the maintenance period.

28. Supplier's programs

28.1 If and insofar as DSA provides third-party software to the Client, the terms and conditions of these third parties will apply to this software, replacing the provisions in these terms and conditions, as long as the Client is notified of this in writing by DSA. The Client accepts the terms and conditions of third parties referred to. These terms and conditions can be inspected by the Client at DSA and DSA will send a copy of these terms and conditions to the Client upon request without charge. If and insofar as the terms and conditions of third parties referred to are deemed not to be applicable or are declared inapplicable to the relationship between the Client and DSA for whatever reason, the provisions in these general terms and conditions apply in full.