

## GENERAL TERMS AND CONDITIONS OF TEN TWENTY SOLUTIONS B.V.

This is a translation of the official Dutch language General Terms and Conditions. In the event of a conflict, the Dutch language version shall prevail.

### CHAPTER 1: GENERAL PROVISIONS

1. **GENERAL**
  - 1.1. In these General Terms and Conditions the following definitions apply:
    - General Terms and Conditions:** these General Terms and Conditions of Ten Twenty Solutions B.V.,
    - Ten Twenty:** Ten Twenty Solutions B.V., registered under CoC number 75520028.
    - Client:** the natural person or legal entity that has commissioned Ten Twenty to perform Work.
    - Engagement Team:** the natural persons within Ten Twenty, both individually and jointly, who are involved in performing the Work, and also third parties (natural persons) who have been called in by Ten Twenty for the purposes of performing the Work.
    - Work:** All work to be performed by Ten Twenty for the Client's assignment, including work arising from the nature of the assignment.
    - Materials:** Software, websites, data files, equipment, analyses, designs, documentation, reports, quotations, as well as preparatory materials to be developed, made available or supplied by Ten Twenty.
    - Software:** immaterial information in object code form, which constitutes one or more computer programs or operating programs, the content of these programs and the (technical) documentation that is provided in connection with these programs, including programs which are part of a system or an installation.
  - 1.2. Replacing Sections 7:404 and 7:407(2) of the Dutch Civil Code, all engagements shall be exclusively accepted and performed by Ten Twenty.
2. **SCOPE**
  - 2.1. These General Terms and Conditions shall apply to all legal relationships between Ten Twenty and the Client, including all offers, proposals, engagements, juridical relationships and agreements, whatever their nature and cause, where Ten Twenty has undertaken or undertakes to perform Work for the Client. The General Terms and Conditions also apply to additional and continued Work.
  - 2.2. Deviations from these General Terms and Conditions are only valid if expressly agreed in writing. Applicability of any of the Client's purchase conditions or other (general) terms and conditions is expressly rejected by Ten Twenty.
  - 2.3. The Work shall be performed by Ten Twenty with due consideration of the applicable legislation and regulations, including the rules of conduct and professional practice applying to Ten Twenty and to the persons performing the Work. Ten Twenty shall never be bound to perform any acts or omissions that are contrary to or incompatible with the legislation and regulations referred to above. The Client declares at all times to fully respect the obligations on Ten Twenty.
  - 2.4. Ten Twenty excludes all liability for damage resulting from compliance by Ten Twenty with legislation and regulations applicable to Ten Twenty, including rules of conduct and professional practice. Where Ten Twenty is required or requested to provide information in respect of the Client pursuant to a regulatory request, requirement or through any form of legal proceedings, Client agrees to reimburse Ten Twenty for the costs Ten Twenty and its personnel incurred in relation to such requirement, request or proceeding, where Ten Twenty actions were not also the subject of such requirement, request or proceeding.
3. **CONCLUSION OF THE AGREEMENT**
  - 3.1. Bids and offers from Ten Twenty are without obligation, unless a validity period is included in the offer. If no term for acceptance has been included, the offer will always expire after one month.
  - 3.2. The Agreement will come into effect upon receipt by Ten Twenty of the engagement letter, duly signed by Ten Twenty and the Client. The engagement letter will be based on the information as made available by the Client to Ten Twenty at that time. The engagement letter is deemed to accurately and completely reflect the terms of the Agreement.
  - 3.3. An offer for the supply of several Activities does not oblige Ten Twenty to deliver part of the work in this offer against a corresponding part of the price.
  - 3.4. Bids, offers, quotations and rates do not automatically apply to repeat orders and / or new orders.
4. **OBLIGATIONS OF THE CLIENT**
  - 4.1. Both of its own accord and at the request of Ten Twenty, the Client will give its full cooperation and will in good time and in the desired form and manner make available all relevant documents which Ten Twenty may reasonably deem necessary to receive from the Client for the proper performance of the Work..
  - 4.2. If Ten Twenty works at the Client's premises or makes use of the Client's computer systems and telephone networks, the Client will (at its own expense) provide the necessary access, security procedures, virus controls, facilities, licenses and permissions. If any part of the Work is not performed at Ten Twenty's own premises, the Client will also ensure that the employees of Ten Twenty are provided with adequate working space and other facilities necessary for the performance of the Work, which should meet all the applicable statutory or other requirements.
  - 4.3. The Client shall ensure that Ten Twenty is immediately informed of facts and circumstances that may be important in connection with the proper performance of the Work.
  - 4.4. The Client warrants the accuracy, completeness, reliability and legitimacy of the information and documentation made available to Ten Twenty, including information and documentation originating from third parties, except where precluded by the nature of the engagement.
  - 4.5. When providing information to Ten Twenty, the Client will at all times keep a copy. The Client is also responsible for making frequent backup copies of electronic information so that no information can be lost.
  - 4.6. Ten Twenty will not be liable for any loss suffered by the Client as a result of the Client or any third party (i) not informing Ten Twenty in good time of, or withholding, facts and circumstances which may be relevant in connection with the proper performance of the Work and (ii) misrepresenting the facts.
  - 4.7. The Client will bear the extra costs and additional fees resulting from any delay in the performance of the Work caused by the fact that the information and documentation as referred to in Article 4.1 were not made available or were not made available properly or in good time, or by failure to cooperate, to cooperate in good time or to cooperate properly.
  - 4.8. Ten Twenty has the right to suspend the Work until the Client has fulfilled the obligations referred to in Article 4, paragraphs 1 and 2.
5. **THE WORK AND ITS PERFORMANCE**
  - 5.1. The Engagement Letter contains a description of the Work to be performed by Ten Twenty.
  - 5.2. Ten Twenty will exert itself to the best of its abilities to perform the Work in accordance with the arrangements and procedures agreed in writing with the Client.
  - 5.3. Ten Twenty will determine how and by which person or persons the Work will be performed. If the Engagement Letter provides that specifically named persons will perform the Work, Ten Twenty will make reasonable efforts to ensure that these persons perform the Work. Ten Twenty has the right to replace the persons named in the Engagement Letter by persons of equal or comparable expertise.
  - 5.4. If a phased performance of the Work has been agreed, Ten Twenty may postpone commencing Work relating to a subsequent phase until the Client has accepted the results of the preceding phase in writing and has paid all sums due.
  - 5.5. Time-limits within which the Work must be completed will not be considered as strict deadlines, unless this has been expressly agreed. Under no circumstances may the Client dissolve (ontbinden) the Agreement on account of a failure to meet a time-limit. Furthermore, Ten Twenty will never be liable for compensation on account of any failure to meet a time-limit.
  - 5.6. If, at the request or with the prior consent of the Client, Ten Twenty carries out work or performs outside the content or scope of the Work, the Client will pay Ten Twenty for such work or performance on the basis of Ten Twenty's customary rates.
  - 5.7. The Client agrees that work or performance as referred to in Article 5.6 may affect the agreed or anticipated time of completion of the Work and the mutual responsibilities of the Client and Ten Twenty.
6. **INTELLECTUAL PROPERTY**
  - 6.1. Ten Twenty reserves all rights in respect of products of the mind that Ten Twenty uses or has used, or develops or has developed, in performing the Work.
  - 6.2. The Client is expressly prohibited from reproducing, disclosing or exploiting the products referred to in Article 6.1, including computer programmes, system designs, processes, advice, master or other contracts and other products of the mind of Ten Twenty.
  - 6.3. Ten Twenty may use, continue to develop the knowledge, experience and general skills acquired by Ten Twenty as a result of performing the Work for the purposes of performing work for the Client and/or for clients of Ten Twenty.
  - 6.4. All rights to the intellectual property of all Materials developed, made available or supplied by virtue of the Agreement, or other products of the mind of Ten Twenty will be retained exclusively by Ten Twenty or its licensors, with the exception of occurrences stated in writing that explicitly deviate from this with regard to Materials which are specifically referred to. The Client will only obtain the rights of use and authority that are granted by these Additional Conditions or otherwise granted explicitly in writing. In all other cases, the Client will not reproduce, disclose or exploit Materials or other products of the mind, and will only use them for the purpose for which they were made available to the Client. Rights granted to the Client are non-transferable and may not be sublicensed.
  - 6.5. The transfer and granting of intellectual property rights with regard to Materials specifically developed for the Client does not prejudice the right of Ten Twenty to employ, exploit and further develop, whether on its own behalf or for third parties, without any restriction to use for other purposes, components, general principles, ideas, designs, documentation, work, programming languages and such like upon which this development is based. The abovementioned transfer will furthermore not affect the rights of Ten Twenty to undertake developments, for its own purposes or for third parties, which are similar to those which are or will be done for the requirement of the Client.

- 6.6. Ten Twenty grants the Client the non-exclusive right to use the Materials developed, made available or supplied by virtue of the Agreement within the scope of the normal business operations of its company or organisation, in so far as is necessary for the purpose intended with the Materials, including the right to make one or more spare copies. The Client will strictly observe the restrictions on use agreed to by the parties.
- 6.7. If and to the extent that Ten Twenty provides the Client with Materials of which third parties are title holders, the Client will be responsible for the observance of the conditions attached to this. The Client indemnifies Ten Twenty against claims from third parties in relation to this.
- 6.8. The source code of Software developed by Ten Twenty on the instruction of the Client will only be made available to the Client if this has been explicitly agreed to in writing.
- 6.9. The Client is not entitled to delete or amend any references with regard to author's rights, brand names, trade names or other intellectual property rights from Materials, including references concerning the confidential nature of the Materials.
- 6.10. If Software made available or developed by Ten Twenty has been safeguarded from unauthorised use by technical protection, the Client is not entitled to remove or evade this protection.
- 6.11. Ten Twenty will indemnify the Client against third party claims based on allegations that Materials developed by Ten Twenty infringe upon an intellectual property right applicable in the Netherlands, on the condition that the Client immediately notifies Ten Twenty in writing about the existence and the content of such legal action and leaves the handling of the case, including the arrangement of any settlement, solely in the hands of Ten Twenty. For this purpose, the Client will provide Ten Twenty with the necessary powers of attorney, information and cooperation so that Ten Twenty is able, if necessary on behalf of the Client, to defend itself against the legal action. This indemnification will not apply if the claimed infringement is related to the use of developed Materials contrary to the conditions of use or if there are amendments to the Materials referred to which were not carried out by Ten Twenty.
- 6.12. If it is established in court as an indisputable fact that the Materials developed by Ten Twenty infringe upon any intellectual property rights belonging to third parties or if, in the opinion of Ten Twenty, there is a great risk that such an infringement could occur, Ten Twenty will ensure that the Client can keep using the Materials concerned and retaining the functionality as far as possible, for example by making adjustments to the infringing components or by the acquisition of user rights for the Client.
- 6.13. Any other or additional liability or obligation on the part of Ten Twenty to indemnify against the violation of intellectual property rights belonging to third parties is ruled out.
- 6.14. The Client warrants that no rights belonging to third parties are incompatible with it providing Ten Twenty with equipment, software, websites, data files or materials in order to perform the Agreement, and the Client will indemnify Ten Twenty against all claims, costs and damages based on the allegation that such provision, use or processing infringes on any rights belonging to third parties.
- 7. HONORARIUM**
- 7.1. Ten Twenty will invoice the Work on the basis of its fee, costs (including costs of third parties that have been engaged) and any taxes owing with respect to them. These items will be charged to the Client on a monthly, quarterly or annual basis, or upon completion of the Work, unless Ten Twenty and the Client agreed otherwise.
- 7.2. Ten Twenty's fee does not depend on the result of the Work.
- 7.3. For the purposes of Article 7.1 costs means direct costs plus a mark-up to cover expenses not directly allocated to the Work.
- 7.4. The amount invoiced by Ten Twenty may differ from earlier estimates or quotations.
- 7.5. Invoices will be paid by the Client, without any deduction, discount or setoff, within fifteen (15) days of the invoice date. If the Client fails to pay an invoice within this payment period, Ten Twenty will be entitled, without further notice of default and without prejudice to the other rights of Ten Twenty, to charge the Client legal commercial interest (referred to in section 6:119a of the Dutch Civil Code) from the due date until the date of payment in full.
- 7.6. All judicial and extrajudicial collection and other costs reasonably incurred by Ten Twenty as a result of the Client's failure to discharge its payment obligations will be borne by the Client.
- 7.7. If an advance payment is owed by the Client or if it is required to provide information and/or materials which are essential to the performance of the Work, the period allowed for the completion of the Work will not commence until the full payment has been received or the information and/or materials have been supplied, as the case may be. Client accepts that by not timely, not completely or not at all providing for (i) the owed advance payment or (ii) the required information and/or materials the expected time of completion of the Work and the responsibilities of both Client and Ten Twenty can be influenced.
- 7.8. If, in the opinion of Ten Twenty, the Client's financial position or payment record gives reason to do so, Ten Twenty may require the Client to make a full or partial advance payment and/or to provide (additional) security in a form to be determined by Ten Twenty. If the Client fails to provide the required security, Ten Twenty may, without prejudice to its other rights, immediately suspend the further performance of the Agreement and any amounts owing by the Client to Ten Twenty on any account whatsoever will be immediately due and payable.
- 7.9. If several Clients have jointly awarded an engagement, the Clients will be jointly and severally liable for payment of the invoice amount to the extent that the Work was performed for the Clients jointly
- 7.10. If after the conclusion of the Agreement, but before the assignment has been fully executed, wages and / or prices change, Ten Twenty is entitled to adjust the agreed rate accordingly, unless the Client and Ten Twenty have made other agreements about this.
- 8. COMPLAINTS**
- 8.1. Complaints about the Work performed and/or the invoice amount must be made known to Ten Twenty in writing within sixty (60) days of the date of dispatch of the documents or information about which the Client has a complaint, or within sixty (60) days of the discovery of the defect if the Client proves that it could not reasonably have discovered the defect at an earlier date.
- 8.2. Complaints referred to in Article 8.1 will not suspend the Client's obligation to pay.
- 8.3. In the event of a well-founded complaint Ten Twenty will have the choice between adjusting the fee charged, correcting the rejected Work or doing it again, or not or no longer performing the engagement or part of the engagement while repaying a proportionate amount of the fee already paid by the Client.
- 9. EARLY TERMINATION OF THE ENGAGEMENT**
- 9.1. Both Ten Twenty and the Client may terminate (opzeggen) the Agreement by thirty (30) days' written notice of termination. In the event of the Client terminating the Agreement as referred to in the preceding sentence, the Client is obliged to reimburse all the losses and costs suffered and incurred by Ten Twenty. These losses and costs at least, but not exclusively, include all the costs incurred and investments made and capacity lost by Ten Twenty, in respect of the Agreement and (future) Work.
- 9.2. Ten Twenty may furthermore terminate (opzeggen) the Agreement by written notice with immediate effect in the event of unforeseen circumstances (within the meaning of section 6:258 of the Dutch Civil Code).
- 9.3. Both Ten Twenty and the Client may only dissolve (ontbinden) the Agreement if the other party fails imputably to perform an essential obligation under the Agreement and if the other party is in default in the matter (within the meaning of section 6:81 of the Dutch Civil Code).
- 9.4. Upon termination pursuant to paragraph 1, 2 or 3 of Article 9, Ten Twenty will continue to be entitled to payment of invoices for Work already performed or any Work still to be performed by mutual agreement. The Client's obligation to pay invoices for Work already performed will become immediately due and payable as soon as the Agreement is terminated.
- 9.5. Rights of use on Materials granted by virtue of the Agreement will cease on the expiry of the Agreement or any sub-agreement, unless it has been agreed in writing that the rights of use are perpetual. The Client will immediately return to Ten Twenty all Materials on which no perpetual rights of use were granted, following the expiry of the Agreement or sub-agreement. In so far as the Materials referred to are saved on computer systems, the Client will remove them permanently from the computers and destroy them.
- 10. LIABILITY**
- 10.1. Ten Twenty will perform the Work (and any additional work) to the best of its abilities and, in doing so, will exercise the required due care. Ten Twenty will only be liable if the Client can demonstrate that it has suffered loss as a result of a material error on the part of Ten Twenty.
- 10.2. Ten Twenty's liability will be limited to an amount equal to one (1) time the fee payable to Ten Twenty pursuant to the provisions of the Engagement Letter, except in the case of intent or wilful recklessness on the part of Ten Twenty's executive staff. This limitation of liability will apply in full in the event of liability to a number of Clients; in that case the amount paid by Ten Twenty to all Clients jointly will not exceed one (1) time the fee payable to Ten Twenty pursuant to the provisions of the Engagement Letter.
- 10.3. Ten Twenty will not be liable in any way whatsoever for consequential loss (including but not limited to lost profit, lost savings, loss due to business interruption), except in the case of intent or wilful recklessness on the part of Ten Twenty's executive staff.
- 10.4. Except for the cases mentioned in Articles 10.1 to 10.3, Ten Twenty will not be liable for damages on any account whatsoever.
- 10.5. Ten Twenty will exercise due care when engaging third parties. Ten Twenty will not be liable for any errors and/or failures of such third parties. This does not apply to third parties which act as subcontractors and which act under the responsibility of Ten Twenty.
- 10.6. The limitations on liability laid down in Article 10 operate both on behalf of Ten Twenty (itself) and of the persons, individually as well as jointly, within the Engagement Team.
- 10.7. The provisions of this article 10 relate to both contractual and non-contractual liability of Ten Twenty towards the Client.
- 11. INDEMNITY**
- 11.1. The Client will indemnify Ten Twenty against any and all claims of third parties arising from or connected to the Work performed or to be performed for the Client, unless such claims result from intent or wilful recklessness on the part of Ten Twenty's executive staff. The indemnity will include all loss suffered and legal and other costs incurred by Ten Twenty in connection with claims.
- 11.2. The indemnity under paragraph 1 of this Article is also stipulated on behalf of the persons, both individually and jointly, forming the Engagement Team.

## 12. PROTECTION OF PERSONAL DATA

- 12.1. Ten Twenty may process personal data concerning and/or obtained from the Client (i) in performing the Work, (ii) in complying with statutory obligations, (iii) for the purposes of supporting Ten Twenty's services to the Client, and (iv) to approach the Client and/or persons employed by or working for the benefit of Client with information and with services provided by Ten Twenty and third parties.
- 12.2. Ten Twenty will process personal data in carrying out the activities mentioned in paragraph 1 in accordance with the applicable legislation and regulations regarding personal data protection ("Applicable Legislation"), including inter alia the General Data Protection Regulation ("GDPR") and the Dutch GDPR Implementation Act. Ten Twenty may share personal data with other third parties engaged by Ten Twenty for (support relating to) the performance of the Work. Personal data will only be shared to the extent necessary with regard to the aforementioned activities and to the extent it is in compliance with the Applicable Legislation.
- 12.3. To the extent that Ten Twenty processes personal data pursuant to the Agreement, Ten Twenty determines the purpose and means of this data processing, and thus acts as controller within the meaning of the GDPR.
- 12.4. The Client has an independent duty to comply with the Applicable Legislation. The Client warrants the legitimacy of the provisioning of the personal data to Ten Twenty, and will comply with all legal requirements with regard to the Client in conformity with the Applicable Legislation, including the requirement to inform the data subjects of the provisioning of their personal data to Ten Twenty and the processing thereof by Ten Twenty in accordance with the Agreement.
- 12.5. Ten Twenty will implement appropriate technical and organisational measures to safeguard the personal data against destruction, loss, alteration or unauthorised disclosure of, or access thereto.
- 12.6. To the extent it concerns personal data provisioned by the Client, Ten Twenty will inform the Client of (i) the receipt of a request from a data subject wishing to exercise its rights, (ii) the receipt of a complaint or claim relating to the processing of the personal data, and of (iii) becoming aware of a personal data breach, within the meaning of the GDPR.
- 12.7. Upon Ten Twenty's request, the Client will, without undue delay, fully cooperate and provide all information in order to comply with the Applicable Legislation, including, but not limited to, to timely act on requests as referred to in Article 12 sub 6 (i) and to inform data subjects if Ten Twenty is obliged to do so as a consequence of a breach as referred to in article 12 sub 6 (iii).
- 12.8. The Client shall indemnify Ten Twenty against any and all claims from third parties relating to non-compliance by the Client with the Applicable Legislation. This indemnification includes all loss suffered and any and all (legal) costs that Ten Twenty incurs or suffers in connection with any such claim.

## 13. EMAIL AND THE USE OF INTERNET

- 13.1. The Client and Ten Twenty may communicate with one another by means of electronic mail (e-mail), electronic storage (including cloud applications) and the internet. There are risks associated with the use of e-mail, electronic storage and the internet, such as, but not limited to, distortion, delay, interception, manipulation and viruses. Ten Twenty will not be liable for any loss that may ensue from the use of e-mail, electronic storage and/or the internet. Should there be any doubts about the content or transmission of e-mail and/or electronic storage, data extracts from the computer systems of Ten Twenty will be decisive.
- 13.2. In case of electronic transmission of information – including (but not limited to) tax filing, financial statements, reports – of (and commissioned of) Client by Ten Twenty to third parties, the Client will be considered as the party which performed the electronic transmission of information and the signing thereof.
- 13.3. Ten Twenty is not liable for damages which could possibly result from the use of the electronic means of communication, networks, applications, electronic storage or other systems including - but not limited to - damages as a result of non-delivery or delay of the delivery of electronic communication, omissions, distortion, interception or manipulation of electronic communication by third parties or by software/equipment used for transmission, receiving or processing of electronic communication, transfer of viruses and not or not normal functioning of the telecom network or other for the electronic communication necessary means, except insofar the damages are the result of intent or wilful recklessness. The foregoing also applies for the use thereof by Ten Twenty in relation to third parties.

## 14. EXPIRATION

- 14.1. Unless otherwise provided in the General Terms and Conditions, any right of action and other powers of the Client vis-à-vis Ten Twenty on any account whatsoever will end ultimately upon the lapse of one (1) year after the moment when the Client became aware or could reasonably be aware of the existence of the right or powers in question.

## 15. FORCE MAJEURE

- 15.1. Neither party will be obliged to fulfil any obligations if it is impeded by conditions beyond its control. Conditions beyond Ten Twenty's control include default due to failures of suppliers to Ten Twenty, breakdowns in telecommunication equipment and

connections or faulty materials or property belonging to third parties that are required by the Client to be used by Ten Twenty.

- 15.2. If a situation of force majeure continues for more than ninety (90) days, the parties will be entitled to terminate the Agreement by written notification of dissolution (ontbinding). Article 9 of the Terms and Conditions of Ten Twenty Advisory N.V. will apply mutatis mutandis in such a case. Ten Twenty shall retain its right to payment of invoices relating to Work already performed. Payment of these invoices relating to Work already performed shall be directly and fully due by Client at the time of termination of the Agreement.

## 16. CONTINUED EFFECT

- 16.1. All rights and obligations arising from the Agreement that by their purport are intended to continue in force after termination of the Agreement will remain in full force after the Agreement has ended.

## 17. TRANSFER

- 17.1. Neither of the parties to the Agreement may transfer the rights and obligations arising from or related to the Agreement to a third party without the other party's express written permission.

## 18. APPLICABLE LAW AND CHOICE OF FORUM

- 18.1. The Agreement is governed by Dutch law. All disputes arising from or connected to the Agreement will fall under the exclusive jurisdiction of the competent court in the district in which Ten Twenty has its seat. The United Nations Convention on Contracts for the International Sale of Goods with regard to Movable Property (the 'Vienna Sales Convention') does not apply.

## CHAPTER 2: SOFTWARE

The provisions of this chapter "Software" apply in addition to the general provisions if Ten Twenty makes software available to the customer.

## 19. DELIVERY, NOTIFICATION AND APPROVAL

- 19.1. Ten Twenty will deliver the Materials to the Client in accordance with the specifications set down in writing and in the format agreed to. If it has been agreed to in writing, Ten Twenty will install the Software supplied.
- 19.2. The Client should notify Ten Twenty as soon as possible and in as much detail as possible about any defects in the Materials supplied.
- 19.3. Materials supplied are considered to be approved by the Client, unless the Client has made notification of the defect in accordance with paragraph 2 above, within fourteen (14) days following the delivery or – if an installation to be carried out by Ten Twenty has been agreed in writing – following completion of the installation, in which case the Materials will be deemed to be approved from the time Ten Twenty has repaired the defects.

## 20. RETENTION OF OWNERSHIP AND RIGHTS

- 20.1. All Materials supplied to the Client will remain the property of Ten Twenty until all amounts owed by the Client by virtue of the Agreement have been paid in full to Ten Twenty. If the Client generates a new item (zaak) (partly) using materials supplied by Ten Twenty, the Client will only generate the new item on behalf of Ten Twenty and will hold the new item for Ten Twenty until all amounts owed pursuant to the Agreement have been paid; in such a case Ten Twenty will hold all rights as owner of the newly generated item until the time of full payment by the Client.
- 20.2. In any occurrence rights will be granted or transferred on the condition that the Client has paid the amounts agreed to in full and in good time.

## 21. RISK

- 21.1. The risk of loss, theft or damage of Materials provided to the Client, whether temporarily or otherwise, lies with the Client from the moment they are at the Client's actual disposal or at the disposal of an associate (hulppersoon) of the Client.

## 22. ACCEPTANCE OF SOFTWARE

- 22.1. If it has been agreed in writing to carry out an acceptance test on Software, the Client will carry out the acceptance test in the manner agreed to in writing between the parties, within fourteen (14) days following delivery or – if an installation by Ten Twenty has been agreed to in writing – following completion of the installation. During the test period the Client is not permitted to use the Software for production or operational purposes.
- 22.2. If an acceptance test on Software has been agreed to, then the Software can be deemed to have been accepted in each of the following cases: (a) on receipt by Ten Twenty of a written confirmation of acceptance on the last day of the test period at the latest; (b) if Ten Twenty receives a test report as referred to in paragraph 4 before the end of the test period, once the errors stated in that test report have been repaired, notwithstanding the presence of small errors that, according to paragraph 5, do not stand in the way of an acceptance; (c) if the test period has passed without any communication from the Client; or (d) following the operational use of the Software prior to acceptance being given.
- 22.3. If, when the acceptance test is being run, the Software appears to contain errors that could hinder the progress of the acceptance test, the Client will provide Ten Twenty

with a detailed written notification of this, in which case the test period will be disrupted until the Software has been adjusted to the extent that the hindrance is removed.

- 22.4. If the Software appears to contain errors when the acceptance test is run, the Client will notify Ten Twenty about the errors in a detailed written test report on the last day of the test period at the latest. Ten Twenty will to the best of its ability make effort to repair the reported errors within a reasonable period of time.
- 22.5. Acceptance of the Software supplied may not be withheld on grounds other than those which are related to the specifications explicitly agreed to between the parties, nor due to the presence of small errors that cannot reasonably be considered to stand in the way of operational or production implementation, notwithstanding Ten Twenty's obligation to correct these small errors within the scope of the guarantee regulations contained in Article 23.
- 22.6. If the Software is delivered and tested in stages and/or per component, then non-acceptance of a certain stage and/or component will not affect the acceptance of a prior stage and/or component.

### **23. SOFTWARE GUARANTEE**

- 23.1. Ten Twenty does not guarantee that Software supplied will be free of errors and will work without interruption.
- 23.2. During a three (3) month period following delivery or, if an acceptance test has been agreed to, three (3) months after acceptance pursuant to paragraph 2 of Article 8, Ten Twenty will correct any errors in the supplied Software to the best of its ability, in so far as these are related to specifications explicitly agreed to in writing between the parties and do not concern small errors that cannot reasonably be considered to stand in the way of the operational or production implementation, if Ten Twenty has been given detailed written notification of these errors within this period.
- 23.3. Repairs will be carried out at no cost, unless the Software was developed on the instruction of the Client for a non-fixed price, in which case Ten Twenty will charge its customary rates and costs for the repairs. The obligations under the guarantee will lapse if the Client makes changes to the Software supplied or has these performed without written permission from Ten Twenty.
- 23.4. Following the expiry of the guarantee period Ten Twenty will no longer be obliged to repair any errors, unless a maintenance agreement has been entered into by the parties which provides for such repairs.

### **24. SOFTWARE MAINTENANCE**

- 24.1. If the parties have agreed that Ten Twenty will provide maintenance on the Software supplied, Ten Twenty will maintain the Software according to Ten Twenty's customary procedures and the procedures agreed to with the Client.
- 24.2. The Client will provide Ten Twenty with detailed notification of errors detected in accordance with Ten Twenty's customary procedures. Upon receipt of the notification, Ten Twenty will endeavour to correct the errors to the best of its ability. Ten Twenty will correct the errors in a manner determined by Ten Twenty in accordance with Ten Twenty's customary procedures, unless agreed otherwise with the Client in writing.
- 24.3. Ten Twenty may, in addition to the agreed maintenance fee, charge its customary rates and costs for repairs if such repairs are a result of errors in use or improper use or other causes that cannot be attributed to Ten Twenty or if the Software has been altered by persons other than Ten Twenty.

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