

General Terms and Conditions of Global-Tracks B.V.

GENERAL PROVISIONS

1. Offers and agreement

- 1.1 These general terms and conditions are applicable to any and all offers, legal relationships and agreements in pursuance of which Global-Tracks B.V., hereinafter referred to as: "GT", delivers goods and/or supplies services of any nature whatsoever to the client. Deviations from and additions to these general terms and conditions are only valid if they were expressly stipulated in writing.
- 1.2 Any and all offers and other expressions of GT are subject to contract, unless GT expressly indicates otherwise in writing. The client guarantees the correctness and completeness of dimensions, requirements, specifications of the performance and other data supplied to GT by or on behalf of the client on which GT bases its offer.
- 1.3 Applicability of the purchase or other terms and conditions of the client is expressly rejected.
- 1.4 If a provision of these general terms and conditions is invalid or nullified then the remaining provisions of these general terms and conditions shall remain in full force and effect.
- 1.5 Unless expressly stipulated otherwise in writing, the offers of GT are valid for 4 weeks.

2. Price and payment

- 2.1 Any and all prices and amounts referred to in these general terms and conditions and/or in offers or agreements of or with GT to which these general terms and conditions are applicable, are exclusive of turnover tax (VAT) and other present and future officially imposed duties. GT is entitled to annually, effective from 1 January, index the prices and amounts on the basis of the consumer price index figure of the Statistics Netherlands (CBS).
- 2.2 Without prejudice to the right to proceed with indexation as intended in the previous paragraph of this article, it is noted that GT is, if there is question of a periodic payment obligation of the client, authorised to adjust the applicable prices and rates in consideration of written notice given at least three months in advance. If the client does not agree with this kind of adjustment then the client shall be entitled to terminate the agreement within thirty days after the notice effective from the date that the adjustment would have taken effect.

- 2.3 If it is stipulated that the client:
- a. purchases software licences of or through GT then the client is – unless expressly stipulated otherwise – liable to immediately pay the licence fee(s) in full to GT at the start of the agreement;
 - b. purchases software maintenance services of or through GT then the client is – unless expressly stipulated otherwise – liable to pay the maintenance fee(s) per contract year in advance in the course of which it is noted that the maintenance fee(s) regarding the first contract year must immediately be paid by the client at the start of the agreement and any and all maintenance fee(s) regarding a subsequent contract year must be paid prior to the said contract year;
 - c. purchases hosting services, an SLA, service desk and/or help desk service of or through GT then the client is – unless expressly stipulated otherwise – held to pay the fee(s) payable in connection therewith in advance per contract period in the course of which it is noted that the fee(s) regarding the first contract period must immediately be paid by the client at the start of the agreement and any and all fee(s) regarding a subsequent contract period must be paid prior to the said contract period;
 - d. purchases services of or through GT then the said services are performed on the basis of subsequent calculation. The client is held to pay the fees and costs related to the said services monthly in arrears. Invoicing takes place on the basis of hours worked multiplied by the stipulated rate, potentially increased by the incurred costs. GT shall properly itemise the activities;
 - e. purchases services of or through GT on the basis of a fixed previously stipulated price then the fee for the said services shall be payable in accordance with the stipulated payment schedule. Failing this kind of schedule, the fee is payable to GT in full at the start of the agreement.
- 2.4 Any and all invoices shall be paid by the client within 14 days after the date of the invoice. The client shall never be entitled to settlement or suspension of a payment.
- 2.5 If the client does not pay the payable amounts in a timely fashion then the client shall, without any demand or notice of default being required, be liable to pay the statutory interest on the outstanding amount.
- 2.6 If the client did not pay one or multiple invoices of GT within 14 days after the date of the invoice then GT shall be entitled to suspend its obligations, on any account whatsoever, vis-à-vis the client.

3. Confidential data, takeover of staff, privacy and security

- 3.1 The client and GT shall see to it that they keep any and all data received from the other party, of which they know or should reasonably know that they are of a confidential nature, secret. The party that receives confidential data shall only use these for the purpose for which they were disclosed. Data are in any case qualified as confidential if they were referred to as such by one of the parties.
- 3.2 During the term of the agreement as also during a period of one year after termination thereof the client shall only employ employees of the other party who are or were involved in the implementation of the agreement or to otherwise have them work for the

client, either directly or indirectly, with the prior written consent of the other party. As the occasion arises the GT shall not withhold the relevant consent if the client offered appropriate compensation.

- 3.3 The responsibility for the data that are processed whilst relying on a service supplied by GT is exclusively vested in the client. The client guarantees that the content, the use and/or the processing of the data are not unlawful and do not infringe a right of a third party. The client indemnifies GT against claims of persons whose personal data are registered or processed within the framework of a registration of personal data that is kept by the client or for which the client is otherwise by law responsible, unless the client demonstrates that the facts on which the claim is based can exclusively be blamed on the supplier.
- 3.4 In pursuance of the legislation regarding the processing of personal data the client is subject to obligations vis-à-vis third parties, e.g. the obligation to supply information and to provide insight into, to correct and to delete personal data of data subjects. The responsibility for compliance with these obligations is fully and exclusively vested in the client. The parties agree that, as the occasion arises, GT shall in respect of the processing of personal data not take any position other than that of "processor" within the meaning of the General Data Protection Regulation.
- 3.5 If GT is, in pursuance of the agreement, held to provide a form of (information) security then the said security shall comply with the specifications regarding security as stipulated by and between the parties in writing. GT never guarantees that the said security shall be effective under all circumstances. If the agreement does not include an expressly described level of security then the security shall comply with a level that is, having regard to the state of the art, not unreasonable.

4. Reservation of title and rights, specification and retention

- 4.1 Any and all goods delivered to the client remain the property of GT until any and all amounts that the client is liable to pay for the goods delivered or to be delivered or activities performed or to be performed pursuant to the agreement, as well as any and all other amounts that the client is liable to pay on account of a failure to comply with the payment obligation, were paid to GT in full. If the client forms a new good (also) from goods delivered by GT then the client only forms the said good for GT and keeps the newly formed good for GT until the client has paid any and all amounts payable by virtue of the agreement; as the occasion arises GT shall, up to the moment of payment in full by the client, be entitled to any and all rights in the capacity of owner of the newly formed good.
- 4.2 Rights are, as the occasion arises, always granted or transferred to the client on the condition that the client pays the fees stipulated for the same in a timely and complete fashion.
- 4.3 GT can retain the goods, products, property rights, data, documents, data files and (interim) results of the services of GT received or generated within the framework of the agreement, despite an existing obligation to release, until the client has paid any and all amounts payable to GT.

5. Risk

- 5.1 The risk of loss of theft of or damage to goods, products, software or data that are the object of the agreement transfers to the client at the moment that they are in the actual possession of the client or an auxiliary person of the client.

6. Intellectual and industrial property rights

- 6.1 Any and all intellectual and industrial property rights in respect of the software, websites, data files, equipment or other materials, e.g. analyses, designs, documentation, reports, offers as well as preparatory materials for the same, developed or made available pursuant to the agreement shall exclusively be vested in GT, its licensors or its suppliers. The client only acquires the user rights that are expressly granted pursuant to these terms and conditions and by law. Any and all other or further right of the client to reproduce software, websites, data files or other materials is excluded. A user right granted to the client is non-exclusive and non-transferrable to third parties.
- 6.2 If GT, in derogation from article 6.1, is willing to commit to transfer an intellectual or industrial property right then this kind of commitment can only expressly be entered into in writing. If the parties expressly stipulate in writing that intellectual or industrial property rights in respect of software, websites, data files, equipment or other materials specifically developed for the client shall transfer to the client then this shall not affect the authority of GT to adjust and exploit the parts, general principles, ideas, designs, documentation, works, programming languages and the like on which the said development is based without any restriction for other purposes, either for itself or for third parties. Nor does a transfer of intellectual or industrial property rights affect the right of GT to undertake developments for its own benefit or for the benefit of third parties that are similar to those that are or were made for the benefit of the client.
- 6.3 The client is not allowed to remove or change any indication regarding the confidential nature or regarding copyrights, trademarks, trade names or other intellectual or industrial property rights from the software, websites, data files, equipment or materials.
- 6.4 GT is allowed to take technical measures for the protection of the software or in view of stipulated restrictions in the duration of the right to use the software. The client is not allowed to remove or circumvent this kind of technical measure. If security measures imply that the client cannot create a spare copy of software then GT shall, if so required, make a spare copy available to the client.
- 6.5 Unless GT makes a spare copy of the software available to the client, the client can make one spare copy of the software, which can exclusively be used for the protection against involuntary loss of possession or damage. Installation of the spare copy only takes place after involuntary loss of possession or damage. A spare copy must be provided with the same labels and copyright indications as available on the original version (see article 6.3).
- 6.6 In consideration of the other provisions of these general terms and conditions, the client is entitled to correct errors in software made available to the same if this is required for the intended use of the available software. For the purpose of these general terms and conditions errors are understood as the substantial non-compliance with the functional or technical specifications communicated in writing by GT and stipulated by and between

the parties that moreover oppose the normal use of the software by the client. There shall only be question of an error if the client can demonstrate it and if it can be reproduced. The client is held to forthwith report observed errors to GT.

6.7 GT indemnifies the client against each and every legal claim of a third party that is based on the contention that software, websites, data files, equipment or other materials developed by GT infringe an intellectual or industrial property right applicable in the Netherlands, on the condition that the client forthwith informs GT in writing of the existence and the content of the legal claim and leaves the handling of the case, including the conclusion of potential settlements, entirely up to GT. To this end the client provides GT with the necessary authorisations and information and lends GT the necessary cooperation in order to, if so required in the name of the client, put forward a defence against the said legal claims. This indemnification obligation expires if the alleged infringement is related to (i) materials made available to GT by the client for use, processing, treatment or incorporation or (ii) changes that the client implemented or that third parties implemented in the software, websites, data files, equipment or other materials. If it is irrevocably established in court that the software, websites, data files, equipment or other materials developed by GT infringe an intellectual or industrial property right vested in a third party or if there is, at the discretion of GT, question of a reasonable chance that this kind of infringement occurs then GT shall forthwith ensure that the client can continue using the delivered, or functionally equivalent, software, websites, data files, equipment or the relevant other materials in an undisturbed manner, e.g. through adjustment of the infringing parts or through acquisition of a user right for the benefit of the client. If GT, at its sole discretion, cannot ensure that the client can continue using the delivered goods in an undisturbed manner, or not in a manner other than unreasonably (financially) onerous to the same, then GT shall take back the delivered goods upon crediting of the acquisition costs upon deduction of a reasonable user fee. GT shall not make a choice in this respect other than after consultation with the client. Each and every other or further liability or indemnification obligation of GT on account of an infringement of intellectual or industrial property rights of a third party is excluded entirely, including liability and indemnification obligations of GT for and against infringements that are caused by the use of the delivered software, websites, data files, equipment and/or materials (i) in a form not modified by the GT, (ii) in conjunction with goods or software not delivered or supplied by GT, or (iii) in a manner other than for which the equipment, software, websites, data files and/or other materials were developed or meant.

6.8 The client guarantees that rights of third parties do not oppose the availability to GT of equipment, software, materials meant for websites (visual material, text, music, domain names, logos etc.), data files or other materials, including design materials, with the purpose of use, processing, installation or incorporation (e.g. on a website). The client shall indemnify GT against each and every action that is based on the contention that this kind of availability, use, processing, installation or incorporation infringes a right of third parties.

7. Obligation to cooperate; telecommunications

- 7.1 The parties acknowledge that the success of activities in the area of information and communication technology depends on a correct and timely mutual cooperation. In order to facilitate a proper implementation of the agreement, the client shall always provide GT with any and all useful and necessary data or information and lend any and all cooperation, including the provision of access to its buildings, in a timely fashion. If within the framework of lending cooperation in the implementation of the agreement the client deploys its own staff then the said staff shall dispose of the necessary knowledge, experience, capacity and quality.
- 7.2 The client bears the risk of the selection, the use and the application in its organisation of the equipment, software, websites, data files and other products and materials and of the services supplied by GT and shall also be responsible for the control and security procedures and adequate system management.
- 7.3 If the client makes software, websites, materials, data files or data available to GT on a data carrier then they shall comply with the specifications prescribed by GT.
- 7.4 If the client does not make the data, equipment, software or employees required for the implementation of the agreement available to GT or not in a timely fashion or not in accordance with the arrangements or if the client otherwise fails to comply with its obligations then GT is entitled to fully or partly suspend the implementation of the agreement and it is entitled to charge the relevantly incurred costs in accordance with its common rates, all without prejudice to the right of GT to exercise any other statutory right.
- 7.5 If employees of GT perform activities at the location of the client then the client shall at no cost provide for the facilities reasonably required by the said employees, e.g. a workspace with computer and telecommunications facilities. The workspace and facilities shall comply with any and all applicable (statutory) requirements and rules regarding working conditions. The client indemnifies the supplier against claims of third parties, including employees of GT, who in connection with the implementation of the agreement incur damages that are the result of an act or omission of the client or of unsafe situations within its organisation. The client shall communicate its company and security rules applicable within its organisation to the employees of the supplier in a timely fashion.
- 7.6 If upon the implementation of the agreement telecommunications facilities are used, including the internet, then the client is responsible for the correct choice and the timely and adequate availability of the same, barring for the facilities that are directly used and managed by the supplier. GT shall never be liable for damages or costs on account of transmission errors, failures or unavailability of the said facilities, unless the client evidences that the said damages or costs are the result of intent or gross negligence of GT or its managers. If upon the implementation of the agreement telecommunications facilities are used then GT is entitled to allocate access or identification codes to the client. GT can change allocated access or identification codes. The client handles the access codes confidentially and with due care and only communicates these to authorised members of staff. GT shall never be liable for damages or costs that are the result of abuse made of access or identification codes.

8. Delivery periods

8.1 Any and all (delivery) periods indicated or stipulated by GT were determined to the best of its ability on the basis of the data that were known to the supplier upon the conclusion of the agreement. GT makes an adequate effort to observe stipulated (delivery) periods as much as possible. The mere overstepping of an indicated or stipulated (delivery) period shall not imply default of GT. In all instances, hence also if the parties expressly agreed on a final deadline in writing, GT shall only be in default due to overstepping of a period after the client has given GT written notice of default. GT shall not be bound by, whether or not final, (delivery) periods that can no longer be met due to circumstances beyond its control that occur after the conclusion of the agreement. Nor shall GT be bound by, whether or not final, delivery periods if the parties agree on a change of the content or the scope of the agreement (contract extras, change in specifications, etc.). If overstepping of a period appears to be imminent then GT and the client shall forthwith enter into discussions.

9. Termination of the agreement

9.1 Each party is only authorised to rescind the agreement if the other party, always in all instances after a solid written notice of default that is as detailed as possible in pursuance of which a reasonable period is granted to remedy the shortcoming, imputably fails to comply with essential obligations of the agreement.

9.2 If an agreement that due to its nature and content does not come to an end by completion, was concluded for an open term, then it can be terminated by each party after proper consultation, in consideration of the potentially applicable provisions, and stating reasons by means of a written notice of termination. If no express notice period was stipulated by and between the parties then in case of termination a notice period of at least three months must be observed. The parties shall on account of this kind of termination never be held to pay any compensation.

9.3 In derogation from the relevant regulatory statutory provisions, the client can only terminate an agreement between the parties in the instances regulated in these terms and conditions.

9.4 Each party can terminate the agreement in writing, either in whole or in part, without a notice of default being required and with immediate effect if the other party is granted – whether or not provisional – suspension of payment, if a winding-up petition is filed in respect of the other party or if the business of the other party is liquidated or terminated other than for the benefit of a restructuring or merger of businesses. GT shall on account of this termination never be held to repay already received funds or to pay compensation. In case of insolvency of the client the right to use the software made available to the client expires by operation of law.

9.5 If at the moment of the rescission as intended in article 9.1 the client has already received performances for the implementation of the agreement then the said performances and the associated payment obligation shall not be object of undoing, unless the client demonstrates that GT is in default in respect of the said performances. Amounts that GT

invoiced prior to the rescission in connection with the activities already performed or the goods already delivered for the implementation of the agreement shall, in consideration of the provisions set forth in the previous sentence, remain payable in full and immediately fall due at the time of the rescission.

- 9.6 Obligations that due to their nature are deemed to also remain in full force and effect after termination of the agreement, e.g. the rules regarding the intellectual property rights, confidentiality, dispute resolution, applicable law and choice of forum, shall also retain their effect between the parties after termination of the agreement.

10. Liability of GT; indemnification

- 10.1 The total liability of GT on account of an imputable failure to comply with the agreement is limited to compensation for direct damages up to at most the amount of the price stipulated for the relevant agreement (excluding VAT). If the agreement is mainly a continuing performance agreement with a term of more than one year then the price stipulated for this agreement is set at the total fees (excluding VAT) stipulated for one year. However, in no instance shall the total compensation for direct damages amount to more than € 500,000 (five hundred thousand euros). Direct damages are exclusively understood as:
- a. reasonable costs that the client would need to incur to have the performance of GT comply with the agreement;
 - b. reasonable costs that the client incurred for necessarily keeping its old system or systems and associated facilities operational for a longer period of time on account of the fact that GT did not deliver on a binding fatal delivery date, minus potential savings that are the result of the delayed delivery;
 - c. reasonable costs incurred to establish the cause and the scope of the damages, to the extent that the establishment is related to direct damages within the meaning of these terms and conditions;
 - d. reasonable costs incurred to avoid or limit damages, to the extent that the client demonstrates that these costs resulted in limitation of direct damages within the meaning of these terms and conditions.
- 10.2 The liability of GT for damages following death or bodily harm or on account of material property damage shall never amount to more than € 1,250,000 (one million and two hundred and fifty thousand euros).
- 10.3 Liability of GT for indirect damages, consequential damages, lost profit, lost savings, reduced goodwill, losses due to business interruptions, damages as a result of claims of buyers of the client, mutilation or loss of data, damages related to the use of goods, materials or software of third parties prescribed to GT by the client, damages related to the hiring by GT of suppliers prescribed by the client and any and all forms of damages other than intended in article 10.1 and article 10.2, on any account whatsoever, is excluded.
- 10.4 The limitations as intended in the previous paragraphs of this article 10 expire if and to the extent that the damages are the result of intent or gross negligence of GT or its managers.
- 10.5 In all instances the liability of GT on account of an imputable failure to comply with an agreement only arises if the client has forthwith given GT proper written notice of default

- in the course of which a reasonable period is granted to remedy the shortcoming and GT continues failing to comply with its obligations after the said period. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible in order that GT is able to react adequately.
- 10.6 Condition for the occurrence of a right to compensation is always that the client reports the damages to GT as soon as possible after the occurrence thereof in writing. Each and every claim for compensation vis-à-vis GT expires following the mere expiry of 24 months after the occurrence of the claim.
- 10.7 The client indemnifies GT against any and all claims of third parties on account of product liability as a result of a defect of a product or system that was delivered to a third party by the client and that also consisted of equipment, software or other materials delivered by GT, barring if and to the extent that the client demonstrates that the damages are caused by the said equipment, software or other materials.
- 10.8 Apart from the provisions expressly set forth in these general terms and conditions, GT does not accept any further obligations and does not provide any guarantees regarding the fulfilment of contracts awarded to the same and the services supplied by the same, more in particular GT does not guarantee that the client shall attain the objective or result imposed by the same.

11. Force majeure

- 11.1 Neither party is held to comply with an obligation if it is prevented from doing so as a result of force majeure. Force majeure is also understood as force majeure of suppliers of GT, improper compliance with obligations by suppliers prescribed to GT by the client, official measures, electricity failures, failures of the internet, computer network or telecommunications facilities as well as inferiority of goods, materials, software of third parties of which the use is prescribed to GT by the client.
- 11.2 If a situation of force majeure has continued for more than ninety days or as soon as it has reasonably become an established fact that a situation of force majeure shall continue for more than ninety days then the parties are entitled to terminate the agreement by written notice of rescission. The performances that have already been delivered pursuant to the agreement are in any case settled proportionately, without the parties reciprocally being liable to pay anything else.

12. Miscellaneous

- 12.1 The agreements between GT and the client are governed by Dutch law. Applicability of the Vienna Sales Convention 1980 is excluded. Disputes that may arise between GT and the client following an agreement concluded by and between GT and the client or following further agreements that are the result thereof, are exclusively settled by the competent court of the District Court for Eastern Brabant, 's-Hertogenbosch location.
- 12.2 Neither party can fully or partly transfer its rights or obligations in connection with these terms and conditions and the thereto-pertaining agreement(s) and the implementation

thereof to a third party, without prior written consent of the other party. Conditions can be imposed on this consent. A transfer in violation of the provisions set forth above shall be null and void vis-à-vis the other party. GT is, however, allowed to appoint one or more third parties for the performance of its rights and obligations pursuant to these terms and conditions or the associated agreement(s).

- 12.3 In combination with the agreement(s) applicable between the parties these terms and conditions comprise any and all rights and obligations of the parties. Changes of and additions to the terms and conditions and/or the associated agreement(s) can exclusively be stipulated by and between the parties in writing.
- 12.4 Without prejudice to the provisions set forth in the previous paragraph of this article, GT shall be entitled to change or supplement these terms and conditions in writing, if one or more of its suppliers change their terms and conditions.
- 12.5 If one or more provisions of these terms and conditions and/or the associated agreement(s) is in pursuance of a ruling of a competent court or administrative body deemed to be invalid or unenforceable then the remaining provisions shall remain in full force and effect. As the occasion arises the parties hereby already commit to enter into discussions with each other about new provisions to replace the invalid or unenforceable provisions in the course of which the scope of these terms and conditions and/or the associated agreement(s) is preserved.
- 12.6 In case of a discrepancy between the provisions laid down in these terms and conditions and the provisions laid down in the associated agreement(s), the provisions laid down in the latter mentioned agreement(s) shall prevail, such barring the licensing terms and conditions of the suppliers of GT, which terms and conditions always prevail over these terms and conditions and the provisions laid down in the associated agreement(s).
- 12.7 Any and all obligations for GT that derive from an agreement with the client have the nature of a best efforts obligation, unless it is expressly stipulated that GT must attain a specifically described result to which a service level guarantee is applicable. In addition to the above GT always commits to implement its obligation pursuant to this agreement with the utmost care that can be expected of a reasonably acting and diligently expert service provider.
- 12.8 The client sees to it that it always complies with the obligations as expressly included in the agreement between the parties of which GT indicates or of which the client reasonably understands or should understand that compliance with the same is necessary in a timely fashion in order to reasonably enable GT to comply with its obligations pursuant to the agreement.
- 12.9 The client sees to it that any and all data of which GT indicates or of which the client reasonably understands or should understand that they are necessary for the implementation of the agreement are made available to GT in a timely fashion in the desired form and in the indicated manner.
- 12.10 If the client does not comply with its specific obligations as included above then GT is entitled to suspend the implementation of the agreement, or more specifically the effect of the service levels, and to charge the potentially specifically demonstrable costs that are consequently incurred to the client at the common rates. As the occasion arises GT shall first give the client the opportunity in writing to yet comply with its obligations within a reasonable period.

APPLICATION SERVICE PROVISION, SOFTWARE AS A SERVICE, COMPUTER SERVICE AND SUPPORT SERVICES

The provisions set forth in this chapter are, apart from the General Provisions of these general terms and conditions and the special provisions from this chapter, applicable if GT supplies services under the authority of the client as intended in this chapter.

13. Description

- 13.1 For the purpose of this chapter Application Service Provision (ASP) and Software As A Service (SAAS) are understood as the remote availability by GT of software to the client through the internet or another network, without supplying a physical carrier with the relevant software to the client. For the purpose of this chapter Computer Service is understood as the automatic processing of data with the help of software and equipment managed by GT. For the purpose of this chapter Support Services are understood as, inter alia, help desk services, service desk services, end user support, system management and hosting services.
- 13.2 The services specifically to be purchased by the client shall be established in a theretodesignated agreement with associated documentation, consisting of a description of the services, a description of the potential service levels and potential other documentation. The client can claim the supply of the services after the relevantly payable amounts have been paid.
- 13.3 Unless stipulated otherwise in writing, the client is responsible for the management, including control of the settings, the use of the service and the manner that the results of the service are deployed. The client is also responsible for the instruction of and the use by users, regardless of the fact if the said users have a relationship of authority with the client. Failing express relevant arrangements the client shall install, set up, parameterise, tune and, where required, adjust the relevantly used equipment, other software and the user environment and accomplish the interoperability required by the client on its own equipment.
- 13.4 Unless stipulated otherwise in writing, GT shall not be held to perform a data conversion.
- 13.5 If the services to the client in pursuance of the agreement also include Support Services to users then GT shall advise by telephone or email on the use and the operation of the software mentioned in the agreement and on the use that can be made of the service. GT may impose conditions on the qualifications and the number of contact persons who qualify for support. GT cannot guarantee the correctness, completeness or timeliness of reactions or offered support. Unless stipulated otherwise in writing, support is exclusively provided on working days during the common working hours of GT.
- 13.6 Only if expressly stipulated in writing shall GT be held to dispose of a backup centre or other backup facility.

14. Term

- 14.1 If the agreement is related to the periodic or regular supply of services in the area of ASP, SAAS, Computer Service and/or Support Services then the agreement is concluded for the term stipulated by and between the parties, failing which a term of one year applies. The term of the agreement is every time automatically renewed for the duration of the original term unless the client or GT terminates the agreement in writing in consideration of a notice period of three months before the end of the relevant term.

15. Performance of the activities

- 15.1 GT shall to the best of its ability perform the services with due care, as the occasion arises in accordance with the arrangements and procedures established with the client in writing. Any and all services are performed on the basis of a best efforts obligation, unless and to the extent that GT expressly committed to a result in the written agreement.
- 15.2 Any and all data to be processed by GT shall be prepared and delivered by the client in accordance with the conditions to be imposed by GT. The client shall bring the data to be processed to and retrieve the results of the processing from the location where GT performs the computer service. Transport and transmission, in any way whatsoever, take place at the risk and expense of the client, even if they are performed or provided by GT.
- 15.3 The client guarantees that any and all materials, data, software, procedures and instructions made available to GT for the performance of the services are always correct and complete and that any and all data carriers made available to GT comply with the specifications of GT.
- 15.4 Any and all equipment, software and other goods used by GT during the services remain the property respectively the object of intellectual and industrial property of GT or its suppliers, also if the client pays a fee for the development or supply of the same by GT. GT can keep the products and data received from the client and the generated results of the processing until the client has paid any and all amounts payable to GT.
- 15.5 GT can make changes in the content or scope of the services. If these kinds of changes result in a change of the procedures applicable at the client then GT shall inform the client accordingly in a manner as timely as possible and the costs of the said change shall be at the expense of the client. As the occasion arises, the client can terminate the agreement in writing by giving notice effective from the date that the change takes effect, unless the said change is related to amendments in relevant legislation or other rules given by competent authorities or if GT bears the costs of this kind of change.
- 15.6 GT makes an effort in order that the software used for the performance of the services is in a timely fashion adjusted to amendments in the Dutch legislation and regulations. On demand GT shall advise the client on the consequences of these kinds of adjustments for the client at its common rates.
- 15.7 GT can continue the performance of the service whilst making use of a new or changed version of the software. GT shall not be held to maintain, change or supplement specific features or functionalities of the service or software specifically established for the client.

- 15.8 GT can fully or partly temporarily decommission the service for preventive, corrective or adaptive maintenance. GT shall not have the decommissioning last longer than necessary and shall, where possible, have this take place outside office hours and, depending on the circumstances, after notification to the client.
- 15.9 GT shall never be held to make a physical carrier of the software made available to and to be maintained for the client available to the client within the framework of the ASP, SAAS and/or Computer Services.
- 15.10 Potential arrangements regarding a service level (SLA) are always exclusively expressly stipulated in writing. The client shall always inform GT of any and all circumstances that may affect the services and the relevant availability. If arrangements about a service level are agreed on then the availability is measured whilst not taking previously announced decommissioning due to maintenance as well the circumstances that fall outside the control of GT into account and in consideration of the service as a whole during the term of the agreement. Barring evidence to the contrary, the availability and service level measured by the supplier shall be qualified as conclusive evidence.

16. Warranty

- 16.1 GT shall not be responsible for checking the correctness and completeness of the results of the services and the data generated whilst making use of the service. The client shall personally check these data regularly.
- 16.2 GT does not warrant that the software made available respectively to be used within the framework of the services is error-free and can be used without interruptions. GT shall make an effort to repair defects in the software within a reasonable period if and to the extent that it regards software that was developed by the supplier and the relevant defects were reported to GT in writing in a detailed fashion. As the occasion arises, GT can postpone repair of the defects until a new version of the software is commissioned. GT does not warrant that defects in software that were not developed by GT shall be repaired. GT shall be entitled to implement temporary solutions or software workarounds or problem-avoiding limitations in the software.
- 16.3 If defects in the results of the Computer Service are a direct result of products, software, data carriers, procedures or operating manuals for which GT is expressly responsible pursuant to the agreement then GT shall repeat the Computer Service in order to repair these inaccuracies to the best of its ability, provided that the client reports the inaccuracies to GT in writing and in a detailed manner as soon as possible, however at the latest within one week after receipt of the results of the Computer Service. Only if defects in the Computer Service can be blamed on GT is the repetition performed at no cost. If defects cannot be blamed on GT and/or if the defects are the result of errors or inaccuracies of the client, e.g. the supply of incorrect or incomplete information, then GT shall charge the costs of a potential repetition to the client according to its common rates. If repair of defects attributable to GT is technically or reasonably not possible then GT shall credit the amounts payable by the client for the relevant Computer Service, without otherwise or further being liable vis-à-vis the client. The client is not entitled to any rights on account of defects in the Computer Service other than those described in this warranty provision.

- 16.4 The client shall define and analyse the risks for its organisation in the area of failures, defects in the services, mutilation or loss of data or other incidents and, where required, take additional measures. GT declares to be willing to on demand of the client reasonably lend cooperation in further measures by the client on the basis of (financial) conditions imposed by GT. GT shall never be responsible for repair of mutilated or lost data.
- 16.5 GT does not guarantee that the software made and kept available to and/or to be used by the client within the framework of the services with regard to ASP, SAAS and/or Computer Service are adjusted to amendments in legislation and regulations in a timely fashion.

PROVISION OF SERVICES

The provisions set forth in this chapter "Provision of Services" are, apart from the General Provisions of these general terms and conditions, applicable if GT supplies services, e.g. advice, application survey, consultancy, training, courses, support, secondment, hosting, the design, development, implementation or management of software, websites or information systems and services with regard to networks. These provisions do not affect the provisions included in these general terms and conditions regarding specific services, e.g. computer service, the development of software and maintenance.

17. Performance

- 17.1 GT shall make its best effort to perform the services with due care, as the occasion arises in accordance with the arrangements and procedures established in writing with the client. Any and all services of GT are performed on the basis of a best efforts obligation, unless and to the extent that GT expressly committed to a result in the written agreement and the relevant result was described in a sufficiently precise manner. Potential arrangements regarding a service level are always exclusively expressly stipulated in writing.
- 17.2 If it is stipulated that the services are provided in phases then GT shall be entitled to postpone the start of the services that belong to a phase until the client has approved the results of the preceding phase in writing.
- 17.3 Only if this is expressly stipulated in writing shall GT be held to follow instructions given by the client in a timely and responsible manner during the performance of the services. GT is not held to follow instructions that change or supplement the content or scope of the stipulated services; if these kinds of changes are, however, followed then the relevant activities shall be paid in conformity with article 18.
- 17.4 If an agreement for the provision of services is concluded in view of performance by a certain person then GT shall always be authorised, after consultation with the client, to replace this person by one or more other persons with comparable qualifications.

18. Change and contract extras

- 18.1 If GT performed activities or delivered other performances at the request or with prior consent of the client that fall outside the content or scope of the stipulated services then

the said activities or performances shall be paid by the client according to the common rates of GT. There is also question of contract extras if a system analysis, a design or specifications are expanded or changed. GT shall never be held to comply with this kind of request and it may require that a separate written agreement is concluded for it.

18.2 The client accepts that due to activities or performances as intended in article 18.1 the stipulated or expected time of completion of the services, and the mutual responsibilities of the client and GT, may be affected. The fact that (the demand for) contract extras occurs during the implementation of the agreement shall never give the client cause to rescind or terminate the agreement.

18.3 To the extent that a fixed fee is stipulated for the provision of services, GT shall, if so requested, inform the client in advance in writing of the financial consequences of these additional activities or performances.

19. Programme, courses and training

19.1 To the extent that the services of GT consist of the provision of a programme, course or training GT can always require payment of the payable amount prior to the start thereof. The consequences of a cancellation of participation in a programme, course or training are governed by the rules common at GT.

19.2 If, at the discretion of GT, the number of registrations gives cause to this then GT shall be entitled to combine the programme, course or training with one or more other programmes, courses or trainings or to move it to a later date or a later time.

20. Acceptance

20.1 Acceptance of the (results of the) services cannot be withheld on grounds other than those that are related to the specifications expressly stipulated by and between the parties and moreover not on account of the existence of small errors, i.e. errors that do not oppose operational or productional commissioning of the results. If the client does not want to accept the results of the services then the client must submit a written test report to GT before the end of the stipulated test period in which the errors are specified in such manner that they can be reproduced by GT.

20.2 The results of the services are deemed to have been accepted:

- a. when the clients puts the results of the services into production or otherwise puts them in use. Putting the results of the services into production always takes place at the risk and expense of the client;
- b. if GT does not receive a test report with errors specified by the client in detail within 7 days after the performance of the integral test on the basis of the test scripts supplied by the client;
- c. at the moment that the errors reported in writing from the test report as intended under point b. have been remedied;
- d. if the applicable project discharge form has been signed.

21. Secondment

- 21.1 For the purpose of these terms and conditions there is question of secondment if GT makes an employee (hereinafter referred to as: the seconded employee) available to the client in order to have the said employee perform activities under the authority and supervision and/or direction of the client.
- 21.2 GT shall make an effort that the seconded employee remains available during the term of the agreement, without prejudice to the provisions set forth in article 17.4 regarding replacement.
- 21.3 The client is entitled to request replacement of the seconded employee (i) if the seconded employee does demonstrably not comply with expressly stipulated quality requirements and the client reports this to GT in writing within three working days after the start of the activities, or (ii) in case of prolonged sickness or termination of the employment of the seconded employee. GT shall forthwith address the request with priority. GT does not guarantee that replacement is always possible. If replacement is not possible or not immediately then the claims of the client to further compliance with the agreement shall expire as well as any and all claims of the client on account of non-compliance with the agreement. Payment obligations of the client regarding the performed activities remain in full force and effect.
- 21.4 GT is held to pay the payroll tax and (advance) national insurance contributions payable for the seconded employee in connection with the agreement in a timely and complete fashion. GT indemnifies the client against any and all legal claims of the tax administration respectively national insurance bodies with regard to taxes and national insurance contributions that are directly related to the availability by GT of the seconded employee (the so-called recipients' liability), provided that the client leaves the handling of the relevant claims entirely to GT, lends its complete cooperation in the same and supplies any and all required information and, if so required by GT, appoints representatives ad litem.
- 21.5 GT does not accept any liability for the selection of the employee or the results of activities that are realised under the supervision and authority and/or direction of the client.

DEVELOPMENT OF SOFTWARE

The provisions set forth in this chapter "Development of Software" are, apart from the General Provisions from these general terms and conditions and the special provisions from the chapter "Services", applicable if GT develops and potentially installs software under the authority of the client. The chapter "Use and Maintenance of Software" is also applicable to the said software, barring to the extent that this chapter deviates from it. The rights and obligations as intended in this chapter are exclusively related to computer software in a manner legible by a data processing machine and recorded on material legible by this kind of machine as well as the thereto-pertaining documentation. Where this chapter refers to software this also includes websites.

22. Development of software

- 22.1 If specifications or a design of the software to be developed have not already been made available to GT upon the conclusion of the agreement then the parties shall in joint consultation specify in writing what software shall be developed and how this shall take place. GT shall perform the development of the software with due care on the basis of the data to be made available by the client, the correctness, completeness and consistency of which are guaranteed by the client. If the parties agreed on the use of a development method that can be characterised by the fact that the design and/or the development of parts of the software are subject to a further prioritisation to be determined during the implementation of the agreement then the said prioritisation shall always be realised in consultation between the parties.
- 22.2 GT is entitled, however not held, to examine the correctness, completeness or consistency of the data, specifications or designs made available to the same and to, in case potential inaccuracies are observed, suspend the stipulated activities until the client has removed the relevant inaccuracies.
- 22.3 Without prejudice to the provisions set forth in article 6, the client only obtains the right to use the software in its own business or organisation. Only if and to the extent that this is expressly stipulated in writing can the source code of the software and the technical documentation created during the development of the software be made available to the client, in which instance the client shall be entitled to make changes in the said software. If GT is in court held to make the source code and/or the technical documentation available to the client then GT can ask a reasonable fee for this.

23. Delivery, installation and acceptance

- 23.1 GT shall deliver and install the software to be developed to and for the client as much as possible in conformity with the specifications established in writing, the latter only if an installation by GT was agreed on in writing. Failing express relevant arrangements, the client shall install, set up, parameterise, tune the software and, where required, adjust the equipment and user environment used for it. Unless expressly stipulated otherwise, GT shall not be held to perform a data conversion.
- 23.2 The software shall be deemed to have been accepted between the parties upon the delivery or, if installation by GT was stipulated in writing, upon the completion of the installation or, if an acceptance test was stipulated between the parties, on the first day after the test period. If the parties agreed on an acceptance test, but did not agree on arrangements regarding the duration of the test period, then the said test period amounts to fourteen days after delivery or, if installation by GT was stipulated in writing, after completion of the installation. In derogation from the above, the software shall, if the client makes any use of it for productional or operational purposes prior to the moment of express acceptance, be deemed to have been accepted in full from the start of the said use. GT may always require, hence also if this is not expressly stipulated, that the client performs a proper test of sufficient scope and depth with sufficiently qualified staff on (interim) results of the development activities and that the test results are reported to GT in a written, transparent and understandable manner.

- 23.3 If it becomes apparent upon the performance of the stipulated acceptance test that the software contains errors within the meaning of article 6.6. then the client shall inform GT of the errors at the latest on the last day of the test period by means of a written and detailed test report. GT shall make every effort to repair the said errors within a reasonable period in the course of which GT is entitled to implement temporary solutions, software workarounds or problem-avoiding restrictions in the software.
- 23.4 Acceptance of the software cannot be withheld on grounds other than those related to expressly stipulated specifications and moreover not on account of the existence of small error, i.e. errors that do not reasonably oppose operational or productional commissioning of the software, without prejudice to the obligation of GT to repair these small errors within the framework of the warranty scheme of article 26, where applicable. Acceptance can moreover not be withheld with regard to aspects of the software that can only be assessed subjectively, e.g. the design of user interfaces.
- 23.5 If the software is delivered and tested in phases and/or parts then the non-acceptance of a certain phase and/or part does not affect the potential acceptance of a previous phase and/or part.
- 23.6 Acceptance of the software in one of the manners as intended in these terms and conditions implies that GT is fully discharged from compliance with its obligations regarding the development and availability of the software and, if, as the occasion arises, the installation by the supplier is stipulated, with its obligations regarding the installation of the software. Acceptance of the software does not affect the rights of the client in pursuance of article 23.4 regarding small defects and article 26 regarding warranties.

USE AND MAINTENANCE OF SOFTWARE

The provisions set forth in this chapter "Use and Maintenance of Software" are, apart from the General Provisions of these general terms and conditions, applicable to any and all software made available by GT. The rights and obligations as intended in this chapter are exclusively related to software in a form legible by a data processing machine and recorded on material legible by this kind of machine as well as the thereto-pertaining documentation, all including new versions to be made available by GT. Where this chapter refers to software this also includes websites.

24. User right

- 24.1 Without prejudice to the provisions set forth in article 6, GT grants the client the nonexclusive right to use the software. The client shall always comply strictly with the user restrictions stipulated by and between the parties. Without prejudice to the provisions otherwise set forth in these general terms and conditions, the user right of the client exclusively entails the right to load and run the software.
- 24.2 The software can exclusively be used by the client in its own business or organisation on the one processing unit and for a specific number or type of users or connections for which the user right is granted. To the extent that nothing is stipulated in connection

therewith, the processing unit of the client on which the software is first used and the number of connections to the said processing unit at the moment of the first use shall be qualified as the processing unit and the number of connections for which the user right is granted. In case of a failure of the said processing unit the software can for the duration of the failure be used on another processing unit. The user right can be related to multiple processing units to the extent that this expressly follows from the agreement.

24.3 The user right is non-transferable. The client is not allowed to sell, hire out, sublicense, alienate or grant limited rights on the software and the carriers on which it is recorded or to in any way or for any purpose make the same available to a third party, to grant a third party access to the software, whether or not remotely, or to place the software with a third party for hosting purposes, neither if the relevant third party exclusively uses the software for the benefit of the client. The client shall not change the software other than within the framework of the repair of errors. The client shall not use the software within the framework of the processing of data for the benefit of third parties ('time-sharing'). The source code of the software and the technical documentation created during the development of the software are not made available to the client, neither if the client is willing to pay a financial fee for the said availability. The client acknowledges that the source code is of a confidential nature and that it contains business secrets of GT or its suppliers.

24.4 Forthwith after the end of the user right of the software the client shall return any and all copies of the software in its possession to GT. If the parties stipulated that the client shall destroy the relevant copies at the end of the user right then the client shall forthwith report this kind of destruction to GT in writing.

25. Delivery, installation and acceptance

25.1 GT shall deliver the software on the stipulated type and format of data carrier and, if installation to be performed by GT is stipulated, install the software at the client. Failing express relevant arrangements the client shall install, set up, parameterise and tune the software and, where required, adjust the equipment and user environment used for it. Unless expressly stipulated otherwise, the supplier shall not be held to perform a data conversion.

25.2 If an acceptance test is stipulated in writing by and between the parties then the provisions set forth in article 23.2 up to and including article 23.5 are equally applicable. If the parties do not agree on an acceptance test then the client accepts the software as it is at the moment of delivery, hence with all visible and invisible errors and other defects, without prejudice to the obligations of the supplier pursuant to the warranty of article 26. In all instances the provisions set forth in article 23.6 remain in full force and effect.

26. Warranty

26.1 GT shall make every effort to repair errors in the software within the meaning of article 6.6 within a reasonable period if they are reported to GT in writing and in a detailed manner within a period of three months after delivery or, if an acceptance test is stipulated by and between the parties, within three months after acceptance. GT does

not warrant that the software shall operate without interruption, errors or other defects and that all errors and other defects are corrected. The repair is performed free of charge, unless the software was developed under the authority of the client other than at a fixed fee, in which instance GT shall charge the costs of its repair according to its common rates. GT can charge the costs of repair according to its common rates if there is question of user errors or injudicious use of the client or other causes that cannot be attributed to GT or if the errors should have been observed during the performance of the stipulated acceptance test. Repair of mutilated or lost data does not fall under the warranty. The warranty obligation expires if the client makes or has changes made in the software without written consent of GT.

- 26.2 Repair of errors shall take place at a location to be determined by GT. GT is entitled to implement temporary solutions or software workarounds or problem-avoiding restrictions in the software.
- 26.3 GT is not held to repair errors that are reported after expiry of the warranty period as intended in article 26.1, unless a maintenance agreement is concluded by and between the parties that includes this kind of repair obligation.

27. Maintenance

- 27.1 If a maintenance agreement is concluded for the software or if maintenance is included in the user fee of the software then the client shall report the observed errors in the software in a detailed manner in accordance with the common procedures of GT. After receipt of the notification GT shall during the duration of the maintenance obligation make every effort to repair errors as intended in article 6.6 and/or to implement corrections in later new versions of the software. The results shall, depending on the urgency and manner be determined by GT, be made available to the client. GT shall be entitled to implement temporary solutions or software workarounds or problemavoiding restrictions in the software. Failing express relevant arrangements the client shall install, set up, parameterise and tune the software and, where required, adjust the equipment and user environment used for it. Unless expressly stipulated otherwise, GT shall not be held to perform a data conversion.
- 27.2 GT does not warrant that the software shall operate without interruption, errors or other defects or that all errors or other defects are corrected.
- 27.3 GT can charge the costs of repair according to its common rates if there is question of user errors or injudicious use or other causes that cannot be attributed to GT or if the software was changed by parties other than GT. Repair of mutilated or lost data does not fall under the maintenance.
- 27.4 If a maintenance agreement is concluded then GT, when improved versions of the software become available, makes these available to the client. Three months after the availability of an improved version GT shall no longer be held to repair potential errors in the old version and to grant support with regard to an old version. GT may require of the client that a new agreement is concluded with GT and that a new fee is paid for the availability of a version with new possibilities and functionalities.
- 27.5 If the client does not simultaneously with the conclusion of the agreement regarding the availability of the software conclude a maintenance agreement with GT then GT cannot be held to yet conclude a maintenance agreement at a later time.

27.6 In derogation from the above it is noted with regard to the maintenance of software of third parties that the obligations of GT during the term of the maintenance agreement shall not extend beyond the forwarding to the client of solutions, releases, patches, fixes, etc. if and to the extent that they are released to GT by the said third parties.

28. Software and services of the supplier

28.1 If and to the extent that GT makes software and/or services of third parties available to the client then the terms and conditions of the said third parties shall apply to the said software and/or services whilst setting aside the provisions set forth in these terms and conditions. The client accepts the said terms and conditions of third parties. These terms and conditions are made available to the client and may from time to time be changed by the relevant third party. As the occasion arises the client hereby already declares to agree with potential terms and conditions of third parties. With regard to the software and/or services of third parties the client cannot exercise further claims vis-à-vis GT than would be permitted on the basis of the terms and conditions of third parties vis-à-vis the third parties. If and to the extent that the said terms and conditions are, for any reason whatsoever, deemed not to be applicable in the relationship between the client and GT or are declared to be inapplicable, the provisions set forth in these general terms and conditions remain in full force and effect.

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