

TERMS AND CONDITIONS OF RAZY INFORMATIQUE

1. Definitions

In these Terms and Conditions the following terms shall have the following meaning:

- a. Agreement: any agreement between Razy and the Customer in which the supply of Products is agreed upon, and any addition or amendment to it as well as all actions undertaken to prepare and perform such agreement;
- b. Customer: the legal entity or natural person which concludes an Agreement with Razy or negotiates with Razy in order to conclude an Agreement;
- c. Product: any and all items that are subject of an Agreement between the Customer and Razy;
- d. Razy: the limited liability company Razy Informatique B.V., having its registered office in The Hague, the Netherlands, registered with the Chamber of Commerce under number 65939239;
- e. Terms and Conditions: these Terms and Conditions from Razy.

2. Applicability

- 2.1. The Terms and Conditions apply to all offers of Razy and to all legal relationships between Razy and the Customer, including but not limited to all Agreements, orders and associated actions between Razy and the Customer, unless the parties explicitly agreed otherwise in writing.
- 2.2. These Terms and Conditions may be amended from time to time. Such amended Terms and Conditions shall then apply to all newly concluded Agreements. The former version of the Terms and Conditions shall continue to apply to existing Agreements.
- 2.3. Razy is entitled to transfer or outsource its rights or obligations pursuant to the Agreement to a third party. In the event of transfer or outsourcing, these Terms and Conditions continue to apply to the Customer.
- 2.4. If any provision in an Agreement or in these Terms and Conditions is completely or partially void, voidable or conflicts with law, it is deemed to be isolated and not applicable. In such a case the parties will consult with each other in order to replace the provision in question by a provision with a similar purport that is not completely or partially void, voidable or in conflict with any law. The other provisions in the Agreement or these Terms and Conditions remain in full force.
- 2.5. Delays or omission on the part of Razy in respect of enforcing any rights Razy has against the Customer pursuant to the Agreement or these Terms and Conditions never constitutes a waiver of Razy's right. If a party waives any right it has pursuant to the Agreement this does not mean that the party in question will or can be obliged to waive this right or any other rights in a subsequent matter.
- 2.6. Razy explicitly rejects the applicability of the Customer's purchase or other terms and conditions.

3. Offers

- 3.1. All offers by Razy shall be without commitment and shall apply subject to the availability of the Product concerned. The Customer shall be notified if a Product is unavailable.
- 3.2. All offers are made with due care. Razy accepts no responsibility with regard to differences in color, specifications, illustrations and/or other designations. Slight differences shall not be a reason for payment of damages or for termination of the Agreement.
- 3.3. Razy reserves the right to refuse offers or orders from the Customer without giving any reason for such refusal.

4. Agreement, cancellation, termination, suspension

- 4.1. An Agreement shall be concluded at the time a written order confirmation has been provided by Razy to the Customer, either at the (e-mail)address specified by the

Customer or in any other way, or when Razy has started the execution of the Agreement.

- 4.2. Any change or addition to an Agreement shall only apply if they have been confirmed by Razy in writing (which includes confirmation by e-mail).
- 4.3. Razy is entitled to suspend its obligations under the Agreement when the Customer has not fulfilled all its obligations towards Razy, including but not limited to payment obligations. When the Customer, after having been served the appropriate notice of default, still fails to meet its obligations pursuant to the Agreement fourteen (14) days after receipt of the notice of default, Razy is entitled to dissolve the Agreement with immediate effect in writing without any judicial intervention being required.
- 4.4. In case the Customer wants to cancel or terminate an Agreement without cause, Razy is entitled – at its own discretion - to either ask for fulfillment of Customer's obligations under the Agreement or to ask for cancellation costs which will be at least 30% of the value of the Agreement.
- 4.5. Razy is entitled to terminate an Agreement by operation of law and with immediate effect at the time the Customer notifies Razy that it is no longer able or prepared to meet its payment obligations, or at the time Razy must conclude from the circumstances that the Customer is no longer able to meet its payment obligations, or at the moment the Customer ceases its activities.
- 4.6. An Agreement will terminate by operation of law and with immediate effect if and when the (company of the) Customer goes into liquidation, is granted a suspension of payments or is declared bankrupt.
- 4.7. Razy is in no event obliged to pay any damages as a result of the dissolution or termination of an Agreement as described in Articles 4.3, 4.5 and 4.6 above.

5. (Delivery) terms

- 5.1. Delivery or other terms provided by Razy shall merely be indicative and set by Razy to the best of its knowledge. (Delivery) terms shall in no case be taken as deadlines.
- 5.2. The Customer is never entitled to compensation in respect of a late delivery. Furthermore the exceeding of a delivery time shall not entitle the Customer to terminate the Agreement.
- 5.3. In case of excessive exceedance of a (delivery) term, Razy will discuss the matter with the Customer.
- 5.4. Razy is always entitled to make partial deliveries.

6. Delivery and transportation

- 6.1. Unless agreed otherwise, Razy shall deliver the Products sold to the Customer to a location designated by the Customer. The costs of transportation will be charged by Razy to the Customer.
- 6.2. Should it become apparent when delivering or before delivery that the area of delivery needs to be modified, these costs may be charged separately by Razy.
- 6.3. Unless explicitly agreed otherwise in writing, Razy will decide the choice of transportation.
- 6.4. Transportation of the Products by or on behalf of Razy will always be done at the risk of the Customer. The Customer is liable for all damage that occurs during transportation.
- 6.5. The risk shall pass to the Customer as soon as the Products have been delivered to the address indicated.
- 6.6. If the Customer refuses a (partial) delivery, Razy shall be entitled to recover the costs from the Customer, including the costs of return and any damage (including transport damage).
- 6.7. The Customer shall be obliged to inspect the Products immediately upon receiving them in order to determine the correctness of the delivery and whether there are any visible defects.

7. Complaints, guarantee

- 7.1. Any complaints regarding the (delivery of the) Products and/or invoices of Razy must be made in writing to Razy within three (3) days after receipt of the Products or the invoice, with detailed description of the complaint(s). After this period, Razy will no longer be obliged to handle any complaints of the Customer.
- 7.2. After discovering a defect, the Customer shall be obliged to immediately cease using, treating, processing and/or installing the Products concerned, and to do – or refrain from doing – everything reasonably possible so as to prevent (further) damage.
- 7.3. The Customer shall not derive any rights from the fact that a complaint is dealt with. When Razy honors a complaint, it will – at its own discretion - either replace the Product subject to the complaint or pay a compensation to the Customer.
- 7.4. Unless explicitly agreed otherwise in writing, Razy will provide for Products only the guarantees that are issued by manufacturers and suppliers of the Products to Razy. The manufacturer's or supplier's terms and conditions apply to guarantees issued by Razy's manufacturers or suppliers. In case the Customer wants to invoke a guarantee, it will turn to the respective manufacturer or supplier.
- 7.5. When Razy provides Products and/or software to the Customer to which licenses of third parties apply, the Customer is subject to those licenses and indemnifies Razy against all claims and consequences arising from or associated with use of the Products and/or software contrary to the applicable licenses.
- 7.6. The risk associated with shipping the Product in case of guarantee shall lie with the Customer.
- 7.7. Without prejudice to the provisions in this Article 7, there shall be no guarantee entitlement if the wear and tear can be considered as normal, nor in the following cases:
 - a. Changes have been made to or in the Products (this includes repairs performed without the consent of the manufacturer);
 - b. The original invoice cannot be presented, has been altered or has been made illegible;
 - c. The defects concerned are the result of injudicious use or use that does not correspond with the purpose of the Product;
 - d. The damage is the result of a deliberate act or omission, gross negligence or negligent maintenance;
 - e. The serial number has been removed, altered, or made unsusceptible to verification in some other manner;
 - f. The Customer reports that a claim is being made under a guarantee after a repair process as already commenced;
 - g. The Product has been sold or delivered on, or disposed of.

8. Prices, costs

- 8.1. All prices communicated by Razy are in euros, exclusive of VAT, exclusive of any other statutory levies, other government required levies and exclusive of transportation costs, unless explicitly stated otherwise.
- 8.2. Granted discounts and other (pricing) arrangements shall always apply to one specific Agreement and shall not provide any right with regard to another and/or different Agreement.

9. Payment

- 9.1. The Customer must make payments in accordance with the payment terms stated on the invoice. If no such terms are mentioned payment must be made within fourteen (14) calendar days after the invoice date. The amount must be paid in full without any deductions or setoffs.

- 9.2. Razy reserves the right to request full or partial advance payment for the Products to be delivered or to ask for a Letter of Credit. Only after receipt of such advanced payment or Letter of Credit Razy will deliver the Products.
- 9.3. If the Customer wholly or in part fails to meet its payment obligations, or fails to meet its payment obligations on time, the provision of Article 4.3 is applicable. In addition, once in default the Customer must pay interest of 1.5% per month or part thereof, commencing on the date the payment first became due. If, after the payment has become due and the Customer has not made a payment, Razy asks for payment of the principal sum only, this never means that Razy waives the aforementioned interest.
- 9.4. All costs, including reasonable attorney fees, incurred by Razy, either through the courts or otherwise, as a result of the Customer not meeting its obligations under an Agreement will be at the expense of the Customer. The extrajudicial (collection) costs incurred by Razy will be set at a minimum of 15% of the principal amount of the claim, with a minimum amount of EUR 250.
- 9.5. Each payment by the Customer shall serve first to cover any interest and costs that are owed. Payment of outstanding invoices shall be on the basis of their date of issue, notwithstanding any contrary communications by the Customer.
- 9.6. Razy is entitled to suspend any obligation pursuant to the Agreements until such time as the Customer has paid all outstanding amounts in full. The (financial) administration of Razy serves as full proof.

10. Retention of title

- 10.1. The ownership of Products, notwithstanding their actual delivery, shall only pass to the Customer once the Customer has paid in full everything owed to Razy in respect of any Agreement. Such shall include the reimbursement of interest and costs, including in respect of previous orders performed.
- 10.2. Before ownership of the Products is transferred, the Customer may not burden, sell, resell, dispose of, rent out, lend, pledge or otherwise encumber the Products. Until the actual transfer of ownership has taken place, the Product, subject to other provisions and obligations – may only be utilized with due care and diligence and for the purpose stipulated, or reasonably expected, when the Agreement was concluded.
- 10.3. The Customer agrees that – at the first request of Razy – it will make the Products available and already now for then grants irrevocable authorization for the parties concerned to enter the location where the Products are located in order to remove the Products that are subject to the retention of title.
- 10.4. In the event of seizure, (provisional) suspension of payments or insolvency, the Customer shall immediately notify the bailiff carrying out the seizure, the receiver, or the administrator of the (property) rights of Razy.
- 10.5. In case of deliveries of software, the Customer shall acquire only the rights of use and shall in no event become the owner of the software. Copyright of the software shall remain vested in the manufacturer.

11. Liability

- 11.1. Razy may only be held liable for direct loss/harm due to a deliberate act or omission or gross negligence on the part of Razy.
- 11.2. Razy shall in no case be liable for indirect loss/harm, consequential or trading loss, loss of profits or turnover, loss of savings, loss/harm that would have been avoided through reasonable conducts on the part of the Customer, or loss/harm resulting from force majeure.
- 11.3. The liability of Razy shall in all cases be limited to the amount to which there is an entitlement in the case concerned under Razy's liability insurance policy/policies.
- 11.4. If, for any reason, no payment is made under Razy's applicable liability insurance, any liability of Razy shall be limited to an amount equal to that invoiced by Razy to the Customer for the concerning Products. Insofar as Razy is also unable to invoke the limitation referred to in this Article 11.4, the liability of Razy is in any case limited

to EUR 10,000. Razy will deduct the amount of any credit notes to the Customer from the amounts referred to in this Article 11.4.

- 11.5. Unless the damage was caused by gross negligence or a deliberate act or omission on the part of Razy, the Customer shall indemnify Razy in respect of all claims by third parties that are directly or indirectly related to the Products and shall remunerate Razy for all loss/harm that Razy sustains as a result of such claims.
- 11.6. Razy is not liable for any damages arising from:
 - a. inaccurate, incorrect and/or not timely provided information by the Customer;
 - b. loss of data. The Customer shall arrange for back-ups of software and files and/or copies of other data before any Product is sent or returned to Razy;
 - c. any breach of any obligation of the Customer, explicitly including the Customer's obligation to provide all cooperation necessary for the adequate execution of the Agreement.
- 11.7. Razy is not liable for any damages:
 - a. for which the Customer can hold any other party than Razy liable (including any insurance company);
 - b. arising from the use of Products provided by Razy combined with Products not provided by Razy.
- 11.8. No right to compensation shall arise if the Customer fails to report the loss in writing to Razy as soon as reasonably possible after it has arisen, and at the latest within thirty (30) days after it became aware of the damage.

12. Force Majeure

- 12.1. Neither party to an Agreement is obliged to comply with a contractual obligation resulting from the Agreement, with the exception of payment obligations, if such compliance is prevented by a situation of force majeure. Force majeure means any circumstances beyond the control of a party which interferes with the whole or partial fulfilment of its obligations towards the other party or due to which the fulfilment of its obligations can not be required by a party. Such circumstances include but are not limited to: military actions, government actions, civil war, terrorism, the elements, unavailability of or disruptions in telecommunication and Internet connections, delays or inadequacies in the compliance with obligations on the part of suppliers of Razy, transport problems and strikes.
- 12.2. If the force majeure situation lasts for thirty (30) days, either party to an Agreement shall be entitled to terminate the Agreement in whole or in part, in writing, in so far as the force majeure situation justifies such being done.
- 12.3. The Customer shall not be entitled to any compensation or damages in the event of force majeure, even in Razy benefits in some way from the force majeure.

13. Intellectual Property Rights

- 13.1. The intellectual property rights of and/or regarding Products and any software contained in the Products shall remain with Razy and/or Razy's suppliers.
- 13.2. No Agreement will ever lead to a transfer of intellectual property rights to the Customer.
- 13.3. The Customer will never remove or change (or have removed or changed) any copyrights, trademarks, tradenames or any other intellectual property right from the Products and/or software. By violating the provisions in this Article 13.3 (and without prejudice to Razy's right to seek other forms of compensation) the Customer is, without any notification, notice of default and/or judicial intervention being required, obliged to pay Razy a penalty of EUR 10.000.
- 13.4. The Customer is not allowed to reproduce or disclose any Products delivered by Razy, including software, methods, advices and other intellectual product or have a third party do so, without the explicit written consent of Razy.

- 13.5. Razy shall indemnify the Customer for any claim based on intellectual property with regard to the Products and any software contained in the Products, provided that the Customer:
- a. immediately notifies Razy of the (impeding) claim in writing;
 - b. lets Razy handle the claim and provides all necessary cooperation to do so;
 - c. does not make any statement or promise and does not acknowledge any right or fact without Razy's explicit written consent;
- 13.6. The indemnification mentioned in the previous paragraph does not apply to:
- a. software originating from Razy's suppliers and for software uses in combination with third party software, data or other products or for software or Products which have been altered without the authorization to do so;
 - b. if the claim is a result of the use of Products in combination with other products which do not originate from Razy.

14. Confidentiality, Privacy

- 14.1. Neither party will disclose Confidential Information about the other party or use such information for anything other than the purpose for which the Confidential Information was obtained, unless such use is necessary in the scope of the realization of an Agreement. Confidential Information means the confidential information of Razy or the Customer, including but not limited to (a) information that is indicated 'confidential' in writing, (b) information that is not commonly known, (c) information that has not been made accessible by the party to which the information relates and/or from which the information originates and/or (d) information of which the confidential nature must reasonably be assumed by the other party.
- 14.2. Both parties will take all reasonable precautions to ensure they comply with their confidentiality obligations. None of the provisions included in this Article 14 imposes any restrictions on the receiving party in respect of information or data - either the same or similar to the information or data contained in the Confidential information or otherwise - if this information or data: (I) was already the legal property of the receiving party before it was obtained from the party in question; (II) was developed independently by the receiving party without using information or data of the party in question; (III) is or will be generally known or accessible other than by an act or omission on the part of the receiving party; or (IV) is disclosed to the receiving party by a third party without an obligation of confidentiality toward the party in question being infringed. The confidentiality obligations pursuant to this Article 14 also do not apply if the Confidential Information of the other party must be made public pursuant to the law, an ordinance, a court order or a decision by another government agency, on condition that the receiving party makes every effort to limit the scope of the publication and notifies the party concerned in advance of any such intended publication.
- 14.3. The parties guarantee that their employees and third parties engaged by the parties will comply with the confidentiality obligations as described above in Articles 14.1 and 14.2.
- 14.4. The Customer gives Razy the right to collect, use, save and transfer any personal data provided to Razy, in order for Razy to live up to its obligations by law and/or Agreement. Razy will make sure that any personal data in its possession, will be sufficiently secured against theft or loss.
- 14.5. The Customer indemnifies Razy for any claims of persons whose personal data are or will be registered in a personal data register for which the Customer is responsible.
- 14.6. The obligations of this Article 14 shall endure beyond termination of the Agreement.

15. Applicable law, jurisdiction

- 15.1. All orders and Agreements are governed by Dutch law only. The provisions of the Vienna Sales Convention (CISG) do not apply.
- 15.2. Any and all disputes and disagreements between Razy and the Customer and/or claims resulting from or associated with the Agreement, or with the non-compliance,

termination or invalidity thereof shall be submitted to the competent court in the place where Razy is registered. However, Razy is entitled – at its own discretion - to settle any dispute pursuant to the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes based in The Hague, the Netherlands. In this last case, the Mini-trial regulations of this Foundation shall also apply.