

**GENERAL CONDITIONS
BMBO EUROPE B.V.**

Version AV.v.1/2008

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1. GENERAL

1.1 Applicability

- 1.1.1 These conditions are applicable to all proposals and/or deliveries made by BMBO and agreements and/or other legal relationships between BMBO and the Customer, the resulting provisions and related activities regardless of whether or not they are based on a verbal, written and/or electronic agreement, unless otherwise agreed upon in writing.
- 1.1.2 **Purchase conditions or any other conditions used by the Customer will not be applicable.** The applicability of purchase conditions or any other conditions from the Customer or from third parties on behalf of the Customer is therefore expressly rejected by BMBO, unless explicitly accepted in writing by BMBO.
- 1.1.3 The General Conditions BMBO are filed with the Chamber of Commerce in Amsterdam under number 34294107
- 1.1.4 BMBO reserves the right to make alterations and/or additions to the General Conditions BMBO. The modified General Conditions BMBO will become applicable, unless objections against modifications are made in writing within 30 (thirty) days of the notification date of the change.
- 1.1.5 Changes in and additions to the General Conditions BMBO and/or agreements made between BMBO and the Customer are only valid when agreed to by BMBO in writing.
- 1.1.6 If the Customer consists of more than one legal entity or organization, each will be responsible for the entire fulfillment of the obligations that may flow forth from the agreement with BMBO.
- 1.1.7 The headings above the Clauses of these conditions are only intended to increase the legibility of this document. The content and meaning of a Clause placed under a particular heading is, therefore, not limited to the meaning and content of the heading.

1.2 Definitions

- 1.2.1 In the General Conditions BMBO the following words and expressions are capitalized. Any of the following words and expressions shown in the singular shall have the same meaning when used in the plural and vice-versa.
- 1.2.2 Advance:
As further described in Clause 7.5.
- 1.2.3 Back-up:
Spare copies of digital data and/or information.
- 1.2.4 BMBO:
BMBO B.V. and its rightful successors or affiliated organizations and partners that will enter into an agreement with the Customer and has declared the General Conditions BMBO applicable.
- 1.2.5 BMBO Products:
All Software and services provided by BMBO and the resulting provisions and related activities, which do not originate from third parties and whose intellectual property rights, industrial property rights and other rights are held by BMBO.
- 1.2.6 Courses:
Courses shall also include trainings and related activities.
- 1.2.7 Customer:
Anyone who requests and orders the delivery of Products.
- 1.2.8 Error:
As further described in Clause 3.6.
- 1.2.9 Fixed Price:
As further described in Clause 7.3.

1.2.10 Feasibility Study:

As further described in Clause 3.2.1.

1.2.11 Local Workdays:

Local working days (Monday through Friday between 8.00 hours and 18.00 hours, local time), with the exception of public holidays, in the country where the activities take place.

1.2.12 Maintenance:

As further described in Clause 2.3.

1.2.13 Object Code:

The computer programming code substantially in binary form. It is directly executable by a computer after processing, but without reverse engineering, compilation or assembly.

1.2.14 Software:

All software programs in Object Code and documentation developed by BMBO on behalf of the Customer and the resulting provisions and related activities.

1.2.15 Source Code:

The computer programming code that may be displayed in a form readable and understandable by a programmer of ordinary skill. It includes related Source Code level system documentation, comments and procedural code. The Source Code does not include Object Code.

1.2.16 Subsequent Calculation:

As further described in Clause 7.4.

1.2.17 Support:

As further described in Clause 2.4.

1.2.18 Third Party General Conditions:

Third Party General Conditions are amongst others understood as the delivery conditions, license conditions, warranty conditions or other conditions maintained by a third party.

1.2.19 Third Party Software:

All products and services provided by BMBO, the resulting provisions and related activities, which originate from third parties and whose intellectual property rights, industrial property rights and other rights are not held by BMBO.

1.3 Confirmation/Offers

- 1.3.1 Verbal agreements, assignments or other expressions of whatever nature by employees of BMBO are only valid and binding when they have been confirmed in writing by authorized representatives of BMBO.
- 1.3.2 All offers made are without engagement, unless the offer explicitly indicates otherwise in writing.
- 1.3.3 Offers are based on the data, information or requirements made known by the Customer as set out in Clause 1.5.

1.4 Agreements

- 1.4.1 If a proposal, contract or other similar legally binding document is sent by BMBO to the Customer and the Customer fails to return this document, signed, to BMBO, the Customer accepts by payment of compensation to BMBO the contents of this document and the General Conditions BMBO.
- 1.4.2 BMBO shall commence execution of the agreement between BMBO and the Customer only after a signed copy of the agreement drawn up by BMBO has been received by BMBO and/or having received payment of all amounts due fully and on time. Should BMBO commence execution of the agreement prior to receiving a signed copy of the agreement and/or having received payment of all amounts due fully and on time, BMBO reserves the right to suspend execution of the agreement pending receipt of a signed copy of the agreement and/or payment

- of all amounts due fully and on time.
- 1.4.3** An agreement between BMBO and the Customer, for which no further contract and/or term has been agreed, has a term of 1 (one) year if the delivery concerns a BMBO Product, such as but not limited to Maintenance and Support, for which a periodic fee is charged. If this agreement is not terminated or not terminated in time, it is extended repeatedly in increments of 1 (one) year.
- 1.4.4** Termination of the agreement as described in Clause 1.4.2 occurs by means of a registered letter, which must be received by the other party no later than 60 (sixty) days prior to the expiration date of the agreement.
- 1.4.5** Each party has the right to terminate the agreement wholly or partially without judicial intervention by means of a signed registered letter. This can be done if, after notifying the breaching party in writing of a failure to fulfill its obligations, the breaching party then fails to meet the aforesaid obligations within a reasonable period of time.
- 1.4.6** Each party has the right to immediately terminate the agreement wholly or partially without judicial intervention through means of a non-judicial declaration and/or withdraw and/or annul an offer if the other party submits a legal request for debt restructuring, if bankruptcy or suspension of payment has been filed for the other party, if the Customer is in a state of bankruptcy or suspension of payment has been granted or if the other party's company is liquidated or ended for any reason other than reconstruction or company merger. In these cases, any claim by BMBO will be immediately due.
- 1.4.7** After the agreement has been ended, for any reason, parties can no longer obtain any of the rights provided by the agreement, leaving unhindered the existence of the obligations of both parties which by their nature continue automatically after the conclusion of their agreement, such as but not limited to, obligations concerning property rights, confidentiality and non-competition.
- 1.5 Co-operation/Information Requirements For Customer**
- 1.5.1** All assignments are carried out by BMBO on the basis of data, information, requests and/or requirements made known to BMBO by the Customer.
- 1.5.2** The Customer shall provide all necessary cooperation to BMBO and shall make known in time all useful and necessary data and/or other information required for an adequate execution of the agreement. The Customer shall ensure the accuracy of this data and/or other information.
- 1.5.3** If data, information and/or requirements necessary for execution of the agreement, are not made available, not timely made available and/or not made available in accordance with the agreement to BMBO, or if the Customer fails to meet its obligations in any other way, BMBO has in any case the right to terminate or dissolve the agreement or to suspend execution of the agreement and BMBO has the right to charge the costs incurred at its usual rates.
- 1.5.4** If changes and/or new facts arise in regard to data, information, requests and/or requirements provided earlier, BMBO will always be fully justified in consultation with the Customer to adjust the agreement to these new circumstances or to dissolve or annul the agreement.
- 1.5.5** In the event BMBO performs activities on a location other than its own, the Customer will be responsible for providing free of charge reasonable requested facilities, such as office space and telecommunication facilities.
- 1.6 Confidentiality/Non-competition**
- 1.6.1** BMBO and the Customer mutually commit themselves to the confidentiality of all data and information concerning each other's organization, clients, files, Software and BMBO Products, of which they become aware while working for each other or for the Customer's clients. Data and information may only be used in order to carry out the agreement between parties.
- 1.6.2** BMBO is authorized to place the name and logo of the Customer or the Customer's clients for which BMBO performs activities on the BMBO website and/or reference list and to make them available to a third party for information.
- 1.6.3** The Customer and its clients will not enter into any direct or indirect commercial, employment, or other such relations with developers performing work on behalf of BMBO during the agreement and for a period of 12 (twelve) months after termination or dissolution of the agreement, without the written consent of BMBO. The Customer will ensure that its clients will comply with the foregoing obligation.
- 1.6.4** For the duration of the agreement and for a period of one year after termination or dissolution of the agreement, the Customer and its clients shall not be entitled, in any factual or legal manner, to enter into any direct or indirect business relationship with any suppliers and/or partners of BMBO.
- 1.6.5** In the event that the Customer breaches Clause 1.6.3 or 1.6.4, the Customer will be charged, without further notification required, a fine of Euro 50.000,- (fifty thousand) for each breach, undiminished the right of BMBO to claim full compensation for damages incurred.
- 1.7 Liability**
- 1.7.1** BMBO's total liability due to culpable failure to fulfill the agreement, shall be limited, in accordance with this Clause, to compensation for direct damage and to a maximum of the amount of the price stipulated in the agreement (excluding VAT) as actually paid by the Customer to BMBO on the basis of the agreement for 1 (one) year (this being the year in which the damage occurred) to a maximum of Euro 250.000,- (two hundred and fifty thousand), whereby a sequence of events is regarded as one event, except in case of malicious intent (opzet) or reckless disregard (bewuste roekeloosheid)..
- 1.7.2** BMBO's total liability for damage resulting from death or physical injury will in no event amount to more than Euro 1.000.000 (one million), whereby a sequence of events is regarded as one event.
- 1.7.3** Direct damage is exclusively understood as:
- The reasonable expenses which the Customer would have to incur to make BMBO's performance conform to the agreement; this alternative damage shall not be compensated, however, if the agreement is rescinded by or at the suit of the Customer;
 - The reasonable costs made in determining the cause and the extent of the damage;
 - The reasonable costs incurred in prevention or limitation of damage, to the degree that the Customer can demonstrate that these costs have led to the limitation of the damage.

- 1.7.4 BMBO's liability for indirect damage, including consequential damage, loss of profit, loss of savings, mutilated and/or lost data, delays, losses, damage as a result of a failure of the Customer to provide the required information or assistance, damage through corporate inactivity and/or claims from third parties against the Customer, is expressly rejected.
- 1.7.5 With the exception of the cases named in this Clause, BMBO has no liability for damage compensation regardless of what an action towards compensation could be based upon.
- 1.7.6 BMBO's liability exists solely when the Customer immediately and appropriately notifies BMBO of the deficiency in writing, proposing therein a reasonable time period for correction of the deficiency and BMBO then culpably fails to meet the aforesaid obligations. The notification of deficiency ought to be as detailed a description of the deficiency as possible so that BMBO is able to react adequately.
- 1.7.7 The condition for the existence of any right to compensation is always that the Customer notifies BMBO in writing within 60 (sixty) days after the damage came into existence, by registered mail, and takes the necessary measures to limit the damage as much as possible.
- 1.7.8 The Customer indemnifies BMBO from all liability from third parties due to allegations as a consequence of deficiency in a product, system, or service provided by the Customer to third parties that consisted of a delivery made by BMBO.
- 1.7.9 BMBO does not accept any liability for damage regardless of its nature caused by Third Party Software which BMBO has delivered to the Customer. If possible BMBO will transfer its rights for damage compensation from the supplier of the Third Party Software in question to the Customer.
- 1.7.10 BMBO is not liable for any damage regardless of its nature, which is the result of a failure to provide Maintenance and/or Support on time.
- 1.8 Transfer**
- 1.8.1 The agreement between BMBO and the Customer and the rights and obligations, which flow forth from this agreement, cannot be transferred to a third party by the Customer without the prior written consent from BMBO.
- 1.8.2 The Customer gives BMBO in advance the right, without needing the explicit approval of Customer, to transfer the whole agreement or parts thereof to:
- a) holding, sister and/or subsidiary companies;
 - b) a third party in the case of merger or acquisition of BMBO.
- In the event this happens BMBO will inform the Customer.
- 1.9 Force Majeure**
- 1.9.1 Neither party is obligated to fulfill any obligation if they are prevented from doing so as a result of circumstances, which can be considered beyond their fault, and by law, legal act, or generally accepted practices cannot be held accountable for. The aforementioned circumstances include circumstances that are beyond BMBO's power as well as business risks of BMBO, these include but are not limited to failure to perform by a supplier of BMBO, the late or non-availability of required information and specifications and/or changes in such information, bad weather conditions, fire, explosions, electricity failures, network failures, floods, illness, lack of staff, strike or other employment conflicts, accidents, actions by the government, not being able to obtain required licenses and/or permits, lack of materials, theft, traffic disruptions and/or transportation problems.
- 1.9.2 When force majeure is of a temporary nature, BMBO has the right to suspend its commitments until force majeure has ceased to exist without being obliged to any form of damage compensation.
- 1.9.3 BMBO reserves the right, in the case of force majeure, to collect payment for obligations already fulfilled before force majeure was known.
- 1.9.4 In the event that force majeure of either party surpasses a three month period, either party has the right to terminate the agreement without being obliged to any form of damage compensation regarding such termination.
- 1.10 Nullity**
- 1.10.1 If one or more terms (or part of a term) of the agreement are nullified, declared to be nullified, annihilable or have lost their validity in another way, the other terms (or part of the term in question) of this agreement will remain in force undiminished.
- 1.10.2 In regard to terms (or part of the term) that are nullified, declared to be nullified, annihilable or lose their validity in another way, parties shall consult with each other to try to reach a substitute arrangement with in which the parties shall strive for the maintenance of this agreement (or the remainder of the term in question) in its totality.
- 1.11 Applicable Law and Dispute Mechanism**
- 1.11.1 All agreements made between BMBO and the Customer are governed by the laws of The Netherlands, unless otherwise agreed upon in writing. Parties explicitly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.
- 1.11.2 Any disagreement between parties because of any agreement will be solved through arbitration of the Stichting Geschillenoplossing Organisatie en Automatisering (SGOA) (The Dutch arbitration court (foundation) for ICT related matters), in accordance with the SGOA's regulations for arbitration. With the mutual agreement of both parties, prior to arbitration, parties may try to solve their disagreement through other provisions offered by the SGOA for the settlement of disputes.
- 1.11.3 If the SGOA declares itself unauthorized or if parties mutually agree to such, disagreements will be placed before a qualified court in Amsterdam, The Netherlands.
- 1.11.4 Either party also may, without waiving any remedy under the agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the SGOA arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).
- 2. BMBO PRODUCTS**
- 2.1 User Rights Software**
- 2.1.1 The Customer is granted the non-exclusive right to use the Software and corresponding documentation.
- 2.1.2 User rights are limited exclusively to own use of the

- Software.
- 2.1.3** User rights for Software are limited to the Object Code. Rights to the Source Code are not provided, unless explicitly agreed upon otherwise in writing.
- 2.1.4** It is prohibited for the Customer directly or indirectly (through a third party) to copy, duplicate or alter the Software in any way, without the prior written approval from BMBO.
- 2.1.5** The Customer is allowed to make one Back-up copy of the Software for safety purposes only, if a Back-up is not provided for by BMBO.
- 2.1.6** User rights in the Software cannot be transferred to any third party (third parties also include holding-, sister- and/or subsidiary companies).
- 2.1.7** The Customer does not have the right to make the Software available, under any title or in any way whatsoever, to any third party (third parties also include holding-, sister- and/or subsidiary companies).
- 2.1.8** Reverse engineering or decompilation of the Software is not permitted by the Customer, unless such is explicitly permitted by law.
- 2.1.9** The user rights shall go into effect after the Customer has made the required payments and fulfilled its other obligations.
- 2.1.10** BMBO may place additional restrictions on the use of the Software in an agreement between parties.
- 2.1.11** The extent of the user rights in Third Party Software is determined by the Third Party General Conditions as described in Clause 6.
- 2.2 Back-ups**
- 2.2.1** Where possible the Customer will be responsible for making the required Back-ups on time. BMBO will upon request inform the Customer of the procedures and security measures necessary regarding data and the realization of Back-ups.
- 2.2.2** If it is not possible for the Customer to make Back-ups (and it is possible for BMBO to make Back-ups) or if it is agreed upon that BMBO will provide partially or entirely for the provision of Back-ups, BMBO will make the Back-ups. In no event, will BMBO be liable for these Back-ups for so far as but not limited to the complete or partial loss of these Back-ups and/or errors in the Back-ups.
- 2.3 Maintenance**
- 2.3.1** BMBO offers the Customer, depending on the Software delivered, the option of acquiring Maintenance.
- 2.3.2** Maintenance on the Software is based on a periodic Advance and against further to be specified terms and conditions. Where these further to be specified terms and conditions do not deviate Clause 2.2 will be applicable.
- 2.3.3** Maintenance includes providing updates and documentation of the licensed Software delivered to the Customer, which either contain a qualitative (e.g. Error fix) or a functional improvement of the Software that has been made available. BMBO is not obliged to actively keep the Customer up to date concerning possible updates in the Software.
- 2.3.4** If Maintenance results in a functional improvement, BMBO will have the right to charge extra payment to compensate for this functional improvement.
- 2.3.5** BMBO is authorized to refuse the provision of Maintenance if the Software provided by BMBO or the environment in which the Software operates is altered by the Customer in any way or form.
- 2.3.6** If the Customer refuses to install updates of the Software that are offered by BMBO to the Customer then BMBO reserves the right to terminate the agreement or to adjust the agreement in accordance with the refusal to install updates.
- 2.4 Support**
- 2.4.1** Support consists of providing verbal (telephonic) and written (e-mail) advice concerning the use and operation of Software. Support is initially based on a periodic Advance. On the basis of this periodic Advance, the Customer is entitled to the amount of response hours per year as agreed in writing amongst parties. If the number of hours entitled to are exceeded, the applicable hourly rate will be charged.
- 2.5 Advice**
- 2.5.1** All advice and consultancy activities will only be given to the best of BMBO's knowledge and capability.
- 2.5.2** BMBO is not responsible and/or liable if the activities that follow forth from advice result in a failure to carry out a project for the Customer within allocated budgets, time schedules and other agreed upon conditions.
- 2.5.3** BMBO will provide advice on the basis of the conditions required by BMBO and information received from the Customer as mentioned in Clause 1.5. If it appears that not all relevant information has been received and/or other problems and/or insights may arise, such as but not limited to incompatibility problems (products are unable to interoperate with each other), the given advice may be adjusted to the new circumstances.
- 2.6 Activities**
- 2.6.1** All activities will take place without interruption on Local Workdays and under normal working conditions.
- 2.6.2** For every continuous period within which BMBO performs activities for less than 3 (three) hours at a location other than at BMBO's place of business, BMBO will be entitled to charge the Customer for a minimum of 3 (three) hours.
- 2.6.3** Activities that are performed outside of Local Workdays are considered as overtime. The applicable rate will be increased with 50% for overtime after or before Local Workdays. The applicable rate will be increased with 100% for overtime on weekends and public holidays.
- 2.6.4** If it is agreed upon that activities will take place in phases BMBO will be entitled to postpone activities that belong to the next phase until the Customer has accepted in writing activities performed in the previous phase.
- 2.6.5** Only if agreed upon explicitly in writing will BMBO be obligated when performing activities to follow timely and reasonable instructions given. BMBO is not obligated to follow instructions that will alter the content or scope of the agreed upon activities. In the event such instructions are followed, the activities performed will be charged on the basis of Subsequent Calculation.
- 2.6.6** BMBO is entitled, without the explicit consent of the Customer, to make use of third parties when performing activities.
- 2.6.7** If the agreement is closed with the objective of having activities carried out by a particular individual, BMBO will be entitled to replace this person with another person with the same qualifications.

3. DEVELOPMENT

3.1 Custom Work

- 3.1.1 All assignments consisting wholly or partially of Software development are billed on the basis of Fixed Price or Subsequent Calculation.
- 3.1.2 Parties shall specify in writing what Software will be developed and how this shall be done. BMBO will carry out the development activities with due care on the basis of information provided by the Customer, for which information the Customer ensures the accuracy, completeness and consistency.
- 3.1.3 BMBO is authorized, but not obliged, to investigate the correctness, completeness and/or consistency of the data or specifications provided to BMBO and, in case it is determined that there is any inaccuracy, incompleteness or inconsistency, to suspend activities until such time as the Customer has remedied the deficiencies.
- 3.1.4 Unless agreed upon otherwise in writing, Intellectual property rights, industrial property rights, and other rights in Software developed remain at all times with BMBO, as described in Clause 8.1.

3.2 Feasibility Study

- 3.2.1 A Feasibility Study is an investigation which can be carried out by BMBO prior to performing an assignment. The objective of the Feasibility Study is to inform the Customer at an early stage as to the feasibility of the assignment.
- 3.2.2 Based on the findings resulting from the Feasibility Study, BMBO will provide a positive delivery advice or a negative delivery advice concerning the feasibility of the assignment. A positive delivery advice usually implies that BMBO will then carry on with the delivery. A negative delivery advice implies that BMBO will decline the delivery with cause and will provide an alternative where possible.
- 3.2.3 The costs for the Feasibility Study will always be borne by the Customer regardless of the results of the Feasibility Study, unless otherwise agreed upon in writing.

3.3 Additional Work

- 3.3.1 If, in the opinion of BMBO, a change request by the Customer is in fact a request for additional work, BMBO will notify the Customer thereof prior to performing additional work. Upon request by the Customer, the notification will be followed by a specification of the price and additional conditions. The Customer will decide as soon as possible whether to carry out the additional work.
- 3.3.2 It will be assumed that the Customer has agreed to the performance of additional work and the connected costs, if the Customer has allowed additional work to take place without raising objections in writing prior to the commencement of additional work.

3.4 Acceptance Procedure

- 3.4.1 If parties explicitly agree in writing to such, an acceptance procedure shall be applicable to the delivery of Software. The acceptance period for the Customer runs for 14 (fourteen) days following completion of the delivery. During the acceptance period, the Customer is not permitted to use the Software for production and/or operational purposes.
- 3.4.2 The Software shall be considered by both parties as accepted:
 - a) on the first day following the acceptance period, or

- b) when all errors identified in a Test Report have been repaired, notwithstanding the presence of small Errors which do not hinder acceptance, provided that the Test Report is received during the acceptance period.

3.4.3 If the Software is delivered in phases, and/or parts are delivered and tested, the non-acceptance of a particular phase and/or part will not delay the acceptance of an earlier phase and/or another part.

3.4.4 In deviation to the previous, the Software shall be considered as accepted when the Customer uses the Software in any manner before the moment of acceptance for productive or operational purposes, from the beginning of such use.

3.4.5 Acceptance of the Software may not be withheld on grounds other than those which are related to specifications which have been expressly agreed upon between the parties nor, furthermore, due to the presence of small Errors which do not reasonably impede putting the Software into productive or operational use.

3.5 Test Report

3.5.1 If it becomes apparent during the acceptance period that the Software contains Errors, which hinder the progress of the acceptance test, the Customer shall inform BMBO no later than the last day of the acceptance period in a written and as detailed as possible Test Report of the Errors, in which case the still remaining acceptance period will be interrupted until such time as the Software is so modified that the Errors are removed.

3.6 Errors

3.6.1 An Error(s) shall mean the failure to fulfill the functional specifications expressly agreed upon in writing by parties. An Error only exists where such can be demonstrated and reproduced. The Customer is required to immediately report possible Errors to BMBO.

3.6.2 Every right to repair of Errors lapses if the Software provided by BMBO is altered in any way or form.

3.6.3 The repair of Errors shall take place at the location to be determined by BMBO. BMBO is entitled to install temporary solutions, emergency solutions, detours and/or other problem-avoiding restrictions in the Software.

4. DELIVERY

4.1 Delivery

4.1.1 Delivery of Software and Third Party Software takes place when it is made available to the Customer in accordance with the agreement amongst parties.

4.2 (Delivery) Dates

4.2.1 All (delivery) dates which may be named by and may be applicable to BMBO are determined to the best of BMBO's knowledge on the basis of information made known to BMBO and will be taken into consideration as much as possible.

4.2.2 (Delivery) dates shall therefore not be considered to be absolute (delivery) dates within which must be delivered, but a time period within which BMBO shall strive with best efforts to deliver the agreed upon items. If it is not possible to keep to the (delivery) date, then BMBO and the Customer will consult with each other to agree on a substitute (delivery) date.

4.2.3 Exceeding a given (delivery) date which may be applicable never constitutes an attributable shortcoming by BMBO. BMBO does not accept liability under any circumstances in cases where the (delivery) date may be exceeded.

4.3 Risk

4.3.1 From the moment of delivery the Customer will bear the risk of the Software and Third Party Software delivered even if possible ownership and user rights have not yet been transferred. As a result the Customer will be held accountable for full payment of the Software and Third Party Software delivered regardless of the situation that the Software or Third Party Software delivered has perished or that its value has declined due to circumstances for which BMBO cannot be held accountable.

4.3.2 The aforementioned will also be applicable from the moment in which the Customer does not make it possible for BMBO to make a delivery.

4.4 Installation and Implementation

4.4.1 Only if agreed upon in writing will BMBO install and/or implement the Software and/or Third Party Software or have them installed and/or implemented.

4.4.2 Prior to installation and/or implementation the Customer will see to it, at its own expense, that all conditions required by BMBO have been met in order to ensure a successful installation and/or implementation.

4.4.3 The Customer will ensure and is entirely responsible for obtaining the necessary Third Party General Conditions in order to let installation and/or implementation take place legally of any Third Party Software.

4.4.4 If due to the Customer's fault, implementation and/or installation has not been performed within the agreed upon time schedule, the Customer will make payments as if implementation and/or installation have been performed, undiminished the obligations of BMBO to proceed with installation and/or implementation at a later time period.

5. COURSES

5.1 Application

5.1.1 Applications for participation in Courses must take place at least 2 (two) weeks prior to commencement of the Course. If the requested Course is fully booked, the Customer shall be notified.

5.1.2 Immediately after receipt of an application, BMBO will send a confirmation of receipt regarding the Course subscribed to. For applications which have been made verbally, the confirmation will be considered to reflect the application correctly and completely, unless objections are made in writing within 3 (three) Local Workdays.

5.1.3 Courses are given against the current applicable rate. BMBO has the right to charge costs made such as rent for office space, Course materials, etc.

5.2 Cancellations

5.2.1 BMBO reserves the right to cancel a Course if the required number of applications is not met. If such cancellation takes place the Customer will initially be notified at least 1 (one) week prior to commencement of the Course. Any Course fees paid will be reimbursed. In the event the required number of applicants is not met, the Customer may decide to participate in the Course against a higher

fee. This will be done in consultation.

5.2.2 Cancellations made by the Customer 4 (four) weeks prior to commencement of the Course are free of charge, after which 50% of the indebted Course fee will be charged. For cancellations made within 1 (one) week or after commencement of the Course, BMBO will be entitled to charge 100% of the indebted amount.

5.3 Execution

5.3.1 BMBO will strive with best efforts to provide the Course in accordance with the published schedule but will not be liable if the Course must be canceled due to special circumstances. In such an event BMBO will strive within reason to provide the Course or the remainder of the Course at a later time period. If this is not possible, Course fees paid will be reimbursed proportionally.

5.4 Private Courses

5.4.1 Private Courses are Courses exclusively provided for the Customer in which only the Customer participates. Private Courses can be provided at either the location of the Customer or BMBO.

5.4.2 Fees for Private Courses depend on the number of participants. If the number of participants is more or less than the number of participants assumed in the offer, BMBO will have the right to increase or reduce the applicable fee.

5.4.3 In the event Courses are provided at the Customer's location the Customer must provide the necessary facilities and offices space in accordance with Clause 1.5.5.

5.5 Refusal Participants

5.5.1 BMBO reserves the right to refuse participants to a Course:

- a) if payments due have not been fully paid yet and/or timely before commencement of the Course; or
- b) due to competitive reasons or other reasonable grounds for BMBO.

6. THIRD-PARTY SOFTWARE

6.1 Third Party Software

6.1.1 BMBO has the right to deliver Third Party Software or make use of Third Party Software in fulfilling its obligations that may flow forth from the agreement. BMBO is not responsible for Third Party Software, unless agreed upon otherwise in writing.

6.1.2 If BMBO delivers Third Party Software to the Customer, the Third Party General Conditions will be applicable to the agreement in addition to these General Conditions BMBO.

6.1.3 BMBO will deliver rights regarding Third Party Software under the same conditions as given in the Third Party General Conditions.

6.1.4 No Maintenance, Support or other services will be carried out by BMBO on Third Party Software, unless agreed upon otherwise in writing.

6.2 Third Party General Conditions

6.2.1 Third Party General Conditions that are declared applicable in these General Conditions BMBO shall be provided on request. Third Party General Conditions will be delivered in the same format and language as received

by BMBO.

7. PRICES/PAYMENTS

7.1 Prices and Payments

7.1.1 All prices exclude VAT and other levies imposed by the government. The amounts invoiced to the Customer will include applicable VAT and other levies possibly imposed by the government.

7.1.2 BMBO will invoice the amount, appropriately itemized, owed by the Customer on a monthly basis to the Customer. The Customer will pay all amounts indebted within 14 (fourteen) days of the invoice date. These payments will not be subject to compensation or deduction other than when permitted by law.

7.1.3 Should the Customer fail to fulfill any payment obligation, the Customer is in breach without any further notification of breach being required. BMBO reserves the right to charge all incurred costs to the Customer, including judicial and extra-judicial expenses, with regard to the collection of debts from the Customer. Extra-judicial collection costs amount to 15% of the debt, with a minimum of Euro 500 (five hundred). In any case the Customer will be charged interest on a monthly basis, at the legal percentage rate, on all outstanding debts starting from the date of failure to pay.

7.1.4 Until full payment has been made, BMBO has the right to suspend all services and obligations to the Customer. The Customer's obligation to meet the Customer's commitments remains unchanged.

7.1.5 If BMBO is unable to make a delivery in time due to the Customer, BMBO will have the right to charge a 1,5% interest reimbursement on a monthly basis over the indebted amount.

7.1.6 Compensation for Maintenance, Support and any other annual or periodic amounts are due as an Advance at the moment of realization of the agreement between the parties and shall be billed to the Customer, appropriately itemized prior to each year or other period that the agreement between parties continues.

7.1.7 The indebted amount in Clause 7.1.1 may be increased in the event that activities must take place at the Customer's place of business. In the event that activities need to take place at the Customer's place of business, hourly rates, travel and waiting time compensations, actual travel and/or kilometer compensation, hotel expenses and any other costs connected to such services will be charged. The travel and waiting time compensation amounts to 50% of the current hourly rate, unless otherwise agreed upon in writing. The means of transportation will be determined by BMBO.

7.1.8 Above mentioned paragraphs leave all the legal rights of BMBO unhindered, when the Customer fails to meet the Customer's commitments.

7.2 Price Changes

7.2.1 The prices agreed to between BMBO and the Customer are among other things based on the costs of salaries, social premiums, materials, and travel and accommodation costs, etc., as well as the rate of exchange between the currencies as applicable at the time of closing of the agreement. BMBO is authorized, in case of changes to one or more of the cost items and/or

changes in the rate of exchange, to adjust the prices to these changes.

7.2.2 BMBO will offer the Customer the possibility to become acquainted with possible changes in prices. If the Customer does not agree with a price change, the Customer will only be permitted to terminate the agreement from the date the change in price becomes applicable, if the total price increase during 1 (one) year exceeds the yearly inflation rate of the current year (or previous year for price increases announced for the next year) as published by the CBS (Dutch Bureau for Statistics) by 5 percentage points.

7.3 Fixed Price

7.3.1 In the case of a Fixed Price agreement, activities will be performed on the basis of a prior agreed upon price.

7.3.2 Unless BMBO can appeal to Clause 1.5.4 extra hours will not be charged.

7.4 Subsequent Calculation

7.4.1 When charges are to be based on Subsequent Calculation, this means that prior to BMBO commencing the activities agreed to a global estimate can be made of the expected costs. On conclusion of the activities carried out, all costs actually incurred related to the activities will be calculated and charged. The Customer is, then, aware that there is a possibility that the estimate made earlier could be lower than the costs actually incurred. If no agreements have been made regarding billing, activities will be performed on the basis of Subsequent Calculation.

7.5 Advance

7.5.1 BMBO has the right to charge payments in Advance. If full payment of the Advance is not made, BMBO has the right, undiminished its other rights that may flow forth from the agreement, to suspend all its obligations and all amounts owned by the Customer will be immediately due.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Rights of Customer and BMBO

8.1.1 All intellectual property rights, industrial property rights, and other rights resulting from all activities carried out by BMBO, regardless of where and when carried out, reside with BMBO, unless parties explicitly agree otherwise in writing.

8.1.2 The Customer acknowledges that all present and future intellectual property rights, industrial property rights, other rights and the registration and/or application of the foregoing rights and/or similar rights for the whole term thereof and all renewals or extensions thereof, now or at any time in the future worldwide at all times shall be and are hereby assigned or will be transferred to BMBO.

8.1.3 The Customer is not permitted to remove or alter any designation concerning intellectual property rights, industrial property rights, other rights, trademarks and trade names from the Software, or to have such changes made by third parties.

8.1.4 In the event that BMBO, the Customer, or a third party makes functional improvements or other adjustments in the Software, the intellectual property rights, industrial property rights and other rights vested in the improved or adjusted Software will remain unchanged with BMBO or the rightful third party. If the above mentioned rights do not

belong to BMBO or the rightful third party, the Customer will cooperate in transferring the above mentioned rights to BMBO or the rightful third party.

- 8.1.5** All intellectual property rights, industrial property rights or other rights of Course material and/or other documentation will remain with BMBO. The Customer is explicitly not permitted to duplicate and/or transfer such to a third party for permanent or temporary use. The Customer will ensure that its employees and/or third parties will comply with the foregoing obligation.

8.2 Indemnification

- 8.2.1** BMBO shall protect the Customer from any allegation to the effect that the Software violates a copyright valid in the Netherlands. BMBO shall pay the damages, expenses, and court costs that the Customer is ordered to pay by the final court ruling, provided that the Customer:

- a) notifies BMBO immediately, but no later than within 10 (ten) days after the Customer becomes aware of the infringement or could have become aware of the infringement, in writing of the existence of the allegation of infringement; and
- b) gives the case completely over to BMBO, including all negotiations and arrangements that might lead to a settlement.

In case of any such allegation or possible allegation, BMBO reserves the right to obtain a license or sub-license on the Software in question or to change or replace the Software in such a way that the Software will no longer infringe a copyright valid in the Netherlands. If, in BMBO's sole judgment, the foregoing remedies are not a reasonable option, BMBO has the right to take the delivered Software back against reimbursement of payments made for the Software in question, minus a reasonable compensation for having made use of the Software.

- 8.2.2** BMBO shall not indemnify the Customer against an action in the event that:

- a) what has been provided by the Customer is part of or is delivered in conjunction with a product and this combination results in a violation of an intellectual property right, industrial property right, or other right valid in the Netherlands or elsewhere;
- b) the Customer has made a change in or to the Software.

8.3 Transfer of Intellectual Property Rights

- 8.3.1** If parties explicitly agree to the transfer of the intellectual property rights, industrial property rights, and other rights in the Software to the Customer, then the following shall be applicable.

- 8.3.2** BMBO warrants that BMBO is the owner of all copyright in the Software transferred.

- 8.3.3** BMBO transfers all current and future intellectual property rights in the Software to the Customer.

- 8.3.4** The transfer of the intellectual property rights in Software to the Customer is provided under the suspended condition that the Customer pays the agreed compensations fully and timely. In case of failure to pay, the Customer must return the Software to BMBO at the Customer's expense within one week of receiving the instruction from BMBO to do so. All other remedies in law remain applicable.