

A. General terms and conditions SLTN

Article 1 General

1 These General Terms and Conditions consist of two parts: A. General Terms and Conditions SLTN and B. Special Terms and Conditions SLTN. The definition "General Terms and Conditions" in the following text is understood to include Special Terms and Conditions, unless otherwise follows from the context.

2 These General Terms and Conditions apply to each Offer and agreements with SLTN (which is understood to mean: SLTN IT Products B.V., SLTN IT Services B.V., SLTN IT Professionals B.V., SLTN BTS B.V., SLTN IT Systems B.V. and/or SLTN IT Group BV).

3 In the event that a provision in these General Terms and Conditions is null and void or is nullified, then all of the other provisions will remain fully in force. Parties will consult with one another in order to agree on a provision that is to replace the void and/or nullified provision, in which the essence of the void and/or nullified provision is taken into account as much as possible.

Article 2 Definitions

1 "**Services**": the services to be provided by SLTN on the basis of the Agreement consisting of consultancy, leasing, delivery, installation and/or implementation of Hardware or Software, the development of software, managed services, maintenance and/or support or other services as described in the Offer.

2 "**Hardware**": the hardware from the respective Supplier and the operating software used with this hardware, in case agreed including the maintenance and/or support provided by the respective Supplier to Client on the basis of the Agreement, as described in the Offer.

3 "**Supplier**": third party supplier and/or manufacturer and/or party entitled to the Hardware and/or Software, that supplies the Hardware and/or the Software to SLTN relating to the sale or lease by SLTN to Client.

4 "**License agreement**": license agreement to be concluded by Client with Supplier in which rights of use with respect to the Software are granted.

5 "**Offer**": offer in which Client and SLTN have specified which Hardware, Software and/or Services SLTN shall supply to Client.

6 "**Client**": a Dutch Legal entity.

7 "**Agreement**": agreement concluded by signing of the Offer by Client and SLTN subject to these General and Special Terms and Conditions.

8 "**Software**": software of the respective Supplier, in case agreed including maintenance and/or support.

Article 3 Effectuation, duration and termination

1 If the Agreement applies for a certain period, then the commencement date and the term of the Agreement are stated in the Offer.

2 Each Party has the authority to dissolve the Agreement at its own discretion, either completely or partially, effective immediately, if:

2.1 preliminary or definitive moratorium on payments has been granted to the other party or the other party is declared bankrupt;

2.2 the other party fails to (timely and/or properly and/or entirely) meet a substantial obligation in the General- or Special Terms and Conditions and fails to correct such attributable shortcoming within a reasonable term following a written notice of default;

2.3 compliance on the part of the other party is permanently impossible, without any circumstances beyond its control being applicable.

3 Stipulating a term is not required in cases as described under 2.1 and 2.3 above.

4 The dissolution of the Agreement on the grounds of this article is to take place per registered letter supported by reasons. If SLTN has already performed at the time of the dissolution, then the Agreement can only be partially dissolved, namely only for the part yet to be performed. Payment obligations that are due prior to the time of the dissolution become payable per date the Agreement is dissolved. The dissolution and/or termination of the Agreement does not affect the obligation to observe confidentiality as described in article 11 and the non-takeover clause of article 11, paragraph 4, as well as the article concerning liability (article 9).

Article 4 Terms

1 All of the (delivery) terms specified or agreed upon by SLTN have been established to the best of its knowledge based on the information known to SLTN at the time that the Agreement was concluded. SLTN will make every effort to observe the (delivery) terms agreed upon as much as possible. Should a term threaten to be exceeded, SLTN and the Client will consult as soon as possible.

2 SLTN will not be considered in default in the event that a (delivery) term as specified or agreed upon is exceeded. SLTN will not in any case be considered in default due to exceeding a term (of delivery) until after Client has declared SLTN in default in writing.

Article 5 Changes and additional work

1 If SLTN, on the request of and/or with the prior consent of Client, has conducted work or other performances which fall outside the scope and content of the provision of Services as agreed, then Client will pay SLTN for the work or performances at the rates that normally apply at SLTN. An expansion or modification of a system analysis, a design or specifications are also considered additional work. However, SLTN is not under any circumstances obligated to fulfil a change and/or additional work request and may demand that a separate written agreement be entered into for this purpose.

2 Client accepts the fact that the time of completion of the provision of Services as agreed upon, and the mutual responsibilities of SLTN and Client, may be influenced by the work activities or performances as referred to above. The fact that (the need for) (additional) changes and/or work occurs during realization of the Agreement can never be ground for Client to dissolve or terminate the Agreement.

Article 6 Prices and payments

1 Client shall reimburse SLTN for the Hardware and/or Software and/or Services as described in the Agreement.

2 All the Hardware and Software to be supplied will be paid by Client in advance to SLTN prior to the delivery of the Hardware and/or Software, unless otherwise agreed upon in the Offer.

3 Payment by Client to SLTN for the Services provided is to be made within fourteen (14) days after invoice date, unless otherwise agreed upon in the Offer.

4 Client can only object to an invoice within the term of payment.

5 Payments are always made without any deduction, settlement or suspension of whatever nature.

6 The amounts specified in the Offer are to be increased by the percentage of value added tax (VAT) that applies at the time that the work activities are conducted, and any other levies imposed by the

government. The prices shall always be set in euros, unless otherwise agreed upon.

7 Client will be in default once the term of payment agreed upon has lapsed and will owe interest on the outstanding amount of one percent (1%) per month and will also be bound to compensate all collection costs and/or court costs.

8 In the event the Agreement between SLTN and Client has been or will be concluded for an indefinite period:

8.1 SLTN is entitled to increase or changes the rates regarding:

8.1.1 Services in accordance with the indexation figure as determined by the Dutch Central Bureau of Statistics, category Collective Labor Agreement wages, contractual wage costs and working hours; index figures (2010=100) and/or in accordance with the indexation method used by third-party suppliers or suppliers involved in the Services.

8.1.2 License Agreement, Software, maintenance of Software and support and/or SaaS in accordance with the indexation method used by the Supplier.

8.1.3 Cloud Computing and/or Hosting in accordance with the increase(s) resulting from energy costs (including taxes) increased by the indexation method used by SLTN and/or the for the Cloud Computing or Hosting involved third party suppliers.

8.1.4 Each price adjustment will be announced to the Client at least one (1) calendar month prior to the rate change taking effect.

8.2. SLTN has the right to perform an interim credit solvency check (performed by an independent Credit Finance Institution) of Client (and/or affiliated companies). If such check or other circumstances indicate that fulfilment of the agreed or to be agreed incidental and/or recurring financial obligations will stagnate (temporarily), SLTN is entitled to request security rights. In such case, Client will deliberate this with SLTN upon first request. After, or if the deliberation is of insufficient result in the opinion of SLTN, Client is obliged to establish and/or to cooperate with the establishment of the security right(s) (for which costs the Client is liable).

9 SLTN explicitly reserves the right to proceed to fully suspend all its obligations should Client be in default.

Article 7 Risk

The risk of loss, theft or damage to items, goods, Hardware, Software or data subject of the Agreement is transferred from SLTN to Client as soon as Client or an auxiliary person of Client acquire the actual possession.

Article 8 Retention of title and property rights, specification and retention

1 All delivered goods supplied by SLTN will remain its property up until the time that all (payment) obligations of Client, irrespective of their nature, have been fulfilled. Hardware and/or other goods supplied and already paid for by Client remain the property of SLTN until all the related amounts owed by Client have been paid.

2 The Hardware and/or other goods supplied may only be used by Client within the scope of its normal business operations until the ownership has been transferred to Client.

3 Client may not establish a right of pledge on any of the delivered goods.

4 If the other party fails to meet its obligations or if there are well founded reasons to suspect that the other party will not meet its obligations, then SLTN has the right to immediately take back (and/or

engaging a third party to take back) the delivered goods without any prior notice of default. Client is under the obligation to lend its cooperation.

5 If Client generates a new object (partly) from goods supplied by SLTN, then Client will generate such goods concerned solely for SLTN and Client will hold the newly generated good for SLTN until Client has paid all outstanding amounts. SLTN will in that case hold all ownership rights to the newly generated object until Client has paid all amounts owed in full.

6 Where appropriate, rights will be granted or transferred to Client under condition precedent Client makes the payments agreed upon in that respect timely and fully.

7 SLTN can retain the goods, products, property rights, data, documents, data files received or generated within the scope of the Agreement and can retain the (interim) results of the Services provided by SLTN, despite any existing obligation to release these, until Client has paid all the amounts owed to SLTN.

8 Client is bound to immediately inform SLTN if a third party seizes the Hardware, Software or other goods supplied, as well as if third parties, on whatever grounds, are of the opinion that they can exercise a right to the Hardware, Software or other goods and/or if third parties take measures (and/or threaten to take measures) as a result of which the Client may lose control over the Hardware, Software or other goods.

Article 9 Guarantee and liability

1 With respect to the Hardware, SLTN only provides the guarantees provided by the Supplier.

2 The guarantee regarding the Software is determined by the License agreement.

3 If SLTN provides Services, then it will make every effort to provide these in accordance with the standards that generally apply in the IT branch.

4 Every liability on the part of SLTN regarding damages relating and/or connected to;

(i) the (non-) functioning of) the Hardware and/or Software and (ii) acts or omissions on the part of Supplier in performing (work) activities further to the guarantee, maintenance and/or support, is excluded. The liability of SLTN is also excluded with respect to all other types of damages, up to and including indirect damages, consequential damages, loss of profit, business stagnation damages, with the exception of the damages described in paragraphs 5 and 6.

5 The total liability of SLTN due to an attributable shortcoming in the compliance with the Agreement is limited to compensation for the direct damages up to a maximum amount of the stipulated price in the Agreement (excluding VAT). Under no circumstances, however, will the total compensation for direct damages exceed an amount of € 100.000,- (in words: one hundred thousand euro's). Direct damages are solely understood to mean:

5.1 reasonable costs that Client would have to incur to have the performance of SLTN comply with the Agreement; reasonable costs will not be paid if the Agreement is dissolved by or on the demand of Client;

5.2 reasonable costs incurred by Client for being forced to keep its old system or systems and associated facilities operational because SLTN failed to fulfil its obligation regarding a final delivery date, minus any savings that resulted from the delay in the delivery;

5.3 reasonable costs incurred for the purpose of determining the cause and the scope of the damages, insofar as the determination concerns direct damages within the meaning of the Agreement;

5.4 reasonable costs incurred in order to prevent or limit damages, insofar as Client demonstrates that

these costs have resulted in limiting the direct damages within the meaning of these terms and conditions.

6 The liability of SLTN for damages due to death or bodily harm will not under any circumstances exceed a total of € 1.000.000,- (in words: one million euro's).

7 The limitations referred to in the previous paragraphs of this article will no longer apply if and insofar as the damages are the result of intent or intentional recklessness on the part of SLTN or its managers.

8 The obligation of SLTN to compensate for damages will end if Client fails to claim compensation in writing and stating the reasons within four (4) weeks after Client became aware or should reasonably have been aware of the fact or facts causing the damages.

9 Client indemnifies SLTN against any and all claims on the part of third parties due to product liability as a result of a defect in a product or system that is supplied by Client to a third party and that partly consisted of Hardware, Software or other materials supplied by SLTN.

10 In the case SLTN has taken notice that the by, or on behalf of Client taken security measurements with respect to Services to Client, are entirely- or partly no longer in compliance with the minimum criteria maintained by SLTN (the "**Security Risk**");

10.1 SLTN shall offer a proposal for necessary modifications in the Services, whereupon Client shall approve the execution thereof towards SLTN; or

10.2 in case Client rejects the proposal of SLTN entirely- or partly, Client shall provide SLTN a written indemnity with respect to the Security Risk towards, but not limited to third parties and/or (governmental) authorities and/or supervisory organizations.

11 This article sub ten (10) also applies in favour of all (legal) persons utilized by SLTN in the performance of the Agreement.

Article 10 Non-attributable failure ('Force Majeure')

1 Parties are not bound to compliance with any of the obligations if they are hindered in that respect due to circumstances beyond their control. Non-attributable failure is understood to mean, among other things, a force majeure on the part of Supplier of SLTN, failure on the part of supplier(s) that is/are prescribed to SLTN by Client to properly perform its/their obligations, as well as a lack of objects, materials, hardware and/or software of third parties, the use of which has been prescribed to SLTN by Client.

2 If a force majeure situation has lasted for longer than ninety (90) consecutive days per incident, then Parties will have the right to dissolve the Agreement. Already performed and/or delivered within the scope of the Agreement will then be settled proportionately, without any obligation to compensate for damages.

Article 11 Confidentiality, take-over of staff

1 Parties guarantee that all of the information obtained from the other party of which one knows or should know that the information is confidential in nature will remain secret, unless there is a legal obligation to make the information public. The party that receives confidential information shall only use this information for the purpose for which it was supplied. Information will in any event be considered confidential if so, designated by either of the parties.

2 All of the information supplied to Client by SLTN are confidential in nature.

3 The obligation to observe confidentiality applies prior to, during and after the conclusion of the

Agreement. Parties will take all of the measures necessary in order to protect the confidential nature and the property rights as it would in order to protect its own confidential information.

4 During the term of the Agreement and for one (1) year after the Agreement is terminated, each of the Parties will refrain from taking on employees of the other party who are or were involved in executing the Agreement or have these employees work for it in some other way, either directly or indirectly, except with the prior written permission of the other party.

Article 12 Intellectual and/or industrial property rights

1 All intellectual and industrial property rights to the Software, websites, data files, Hardware, or other materials, such as analyses, designs, documentation, reports, and offers developed, made available or supplied pursuant to this Agreement, as well as preparatory materials relating to these, lie solely with SLTN or the Supplier(s). Client is to only acquire the rights of use explicitly granted further to the Agreement. Any other or further rights of Client to the reproduction of Hardware, Software, websites, data files or other materials is excluded. A right of use to which Client is entitled is non-exclusive and non-transferable to third parties.

2 Client is not permitted to remove or alter any designation regarding the confidential nature and/or the relevant copyrights, brands, trading names or other intellectual or industrial property rights from the Software, websites, data files, Hardware or materials.

Article 13 Privacy and data processing

1 If, within the scope of the provision of Services, SLTN is to process personal data within the meaning of the General Data Protection Regulation ("**GDPR**"), then SLTN will process these personal data in accordance with this Article. With respect to processing of personal data, Client is considered to be the controller of the personal data and SLTN is considered to be the processor. If Client is to be considered a processor, then SLTN is considered to be a sub processor.

2 If between SLTN and Client a Data Processing Agreement has been concluded, then the conditions in the Data Processing Agreement shall prevail over the conditions in these General Terms and Conditions.

3 In its capacity as controller, Client will ensure that all of the statutory regulations regarding the processing of personal data, including the provisions dictated in or pursuant to the GDPR, are strictly observed. Client will immediately supply any information that SLTN requests in this respect in writing.

4 Client indemnifies SLTN against any and all third-party claims, including claims on the part of persons of whom the personal data have been processed by SLTN within the scope of providing Services, due to a violation of the GDPR or any other regulations regarding the processing of personal data, violations of a Data Processing Agreement between Parties, or violations of this Article, unless Client proves that the facts upon which the claim is based can solely be attributed to SLTN. The Agreement that is subject to these General Terms and Conditions sets out the subject-matter, duration, nature and purpose of the processing, and type of personal data and categories of data subjects.

5 SLTN will process personal data within the scope of the provision of Services only on documented instructions from Client.

6 SLTN ensures that persons authorised to process

personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

7 SLTN will, considering the scope and content of the provision of Services agreed with Client, the costs of implementation and the nature, scope, context and purpose of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk.

8 SLTN will respect the conditions referred to in paragraphs 2 and 4 of Article 28 of the GDPR in case of engaging another processor.

9 SLTN will, in so far as possible and to the extent needed, assist Client to fulfil its obligations to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR.

10 SLTN will, in so far as possible and to the extent needed, assist Client in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR.

11 Costs relating to the assistance pursuant to paragraphs 10 and 11 of this Article are not by default included in the agreed compensation for the provision of Services and need to be separately reimbursed to SLTN by Client.

12 After the end of the provision of Services related to processing, SLTN will, at the choice of Client, return all personal data to Client in a commonly used electronic form, or delete the personal data, unless Union or Member State law requires storage of the personal data.

13 If, within the scope of the provision of services, SLTN has created backups of personal data on behalf of Client, and these backups cannot, not fully or not demonstrably be deleted after the end of the provision of Services, Parties will, notwithstanding paragraph 13 of this Article, deliberate on how the provisions of this Article will continue to apply to the processing of the backup of personal data.

14 Costs relating to returning the personal data pursuant to paragraph 13 of this Article are not by default included in the agreed compensation for the provision of services and need to be separately reimbursed to SLTN by Client.

15 SLTN will make available to Client all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR.

Article 14 Cooperation on the part of Client

1 Client will at all times timely supply all of the data and information that is useful and necessary for the proper execution of the Agreement to SLTN and will lend its full cooperation, including granting access to its premises. If Client deploys its own personnel within the scope of lending cooperation to the execution of the Agreement, then the personnel concerned will have necessary knowledge, experience, capacity and quality.

2 Client bears the risk of the selection, use and the application of the Hardware, Software, websites, data files and other products and materials in its organization, and of the Services, and is also responsible for the inspection- and security-procedures and an adequate system management.

3 If Client makes the Hardware, Software, websites, materials, data files or data available to SLTN on an information carrier, then these will meet the specifications prescribed by SLTN.

4 If Client fails to (timely) make the data, Hardware, Software or staff members required for the execution of the Agreement available to SLTN or fails to do so

in accordance with the Agreement, or if Client fails in some other way to meet its obligations, then SLTN has the right to suspend, either entirely or partially, the execution of the Agreement and it has the right to charge the costs according to its usual rates.

5 In the event that employees of SLTN conduct work activities at the premises of Client, then Client will see to the facilities desired by the employees, free of charge, such as a workroom with computer- and communication facilities. The workroom and facilities will meet the (statutory) requirements and provisions that apply regarding the working conditions. Client indemnifies SLTN against third-party claims, including employees of SLTN and/or third parties engaged by SLTN, who suffer damages in connection with the execution of the Agreement which are the result of acts or omissions on the part of Client or the result of unsafe situations in its organization. Client will timely inform the employees of SLTN and/or third parties engaged by SLTN to be deployed of the house and security rules and regulations that apply within its organization.

6 If use is made of communication facilities in the execution of the Agreement, including Internet, then it is the responsibility of Client to ensure the right choice of facilities and their timely and adequate availability, except for the facilities that are under the immediate use and management of SLTN. SLTN is not under any circumstances liable for damages or costs due to transmission errors, malfunctions or the unavailability of facilities, unless Client proves that the damages or costs are the result of intent or gross negligence on the part of SLTN or its managers. If use is made of communication facilities in the execution of the Agreement, then SLTN is authorized to assign Client access codes or identification codes. SLTN can alter the access codes or identification codes that have been assigned. Client is to observe due care and confidentiality in using the access codes and will only make these known to authorized staff. SLTN is not under any circumstances liable for damages or costs that result from the misuse of access codes or identification codes.

Article 15 Realization of the Services, supply of Hardware and Software from third parties

1 All of the Services of SLTN are conducted on the basis of the obligation to perform to the best of one's ability.

2 SLTN will provide the Services at the times and location(s) as specified in the Agreement. The Services will be provided in accordance with the description contained in the Offer.

3 SLTN is under no obligation to follow instructions that alter or supplement the content or scope of the Services to be provided as agreed upon; however, should instructions of that kind be followed, then the work activities concerned will be charged and paid for in accordance with article 5.

4 SLTN reserves the right to have third parties carry out the work activities specified in the Offer on its behalf.

5 Client bears the risk pertaining to the selection of the Hardware and/or Software purchased. SLTN does not guarantee that the Hardware and/or Software is suitable for the purpose intended by Client.

6 Where appropriate, Client is to see to an environment that meets the specified requirements of the Supplier with respect to the Hardware (for example, regarding temperature, humidity, technical requirements for the environment, and the like).

7 SLTN will deliver and install the Hardware and/or Software to be supplied as much as possible in accordance with the specifications as laid down in

writing, provided that it has been explicitly laid down in the Agreement that SLTN is to install (have a third party install) the Hardware and/or Software. Any obligation on the part of SLTN to install the Hardware does not include the obligation to install Software or to conduct any data conversion, unless explicitly otherwise agreed upon in writing. If explicit arrangements to that end are lacking, then Client will install, organize, parametrize and tune the Software itself and, if required, adapt the Hardware used and the environment for use.

8 If SLTN has undertaken to see to the installation of the Hardware and/or Software, then Client, prior to the delivery of the Hardware and/or Software will make a suitable installation site with all of the necessary facilities, such as cabling and telecommunications facilities, available and will follow all of the instructions from SLTN that are essential to the installation.

9 For the purpose of carrying out the necessary work activities, Client will allow SLTN access to the site of the installation during the normal working days and hours of SLTN.

10 In the event that Client is of the opinion that SLTN has failed regarding the provision of Services on the grounds of the Agreement, then Client is to promptly inform SLTN accordingly, but in any event within eight (8) days after Client became aware of this or should have reasonably been aware.

Article 16 Consultancy

1 Consultancy within the meaning of these General Terms and Conditions entails SLTN making an employee available to Client for the purpose of having this employee conduct work activities for the benefit of Client. SLTN will make every effort to ensure that the employee remains available for the duration of the Agreement, without prejudice to that stipulated regarding substitution.

2 Client has the right to request that the employee be substituted (i) if the employee demonstrably does not meet the quality requirements as agreed upon and Client informs SLTN accordingly in writing within three working days after the work activities have commenced, or (ii) in the event of prolonged illness on the part of employee or the termination of the employee's employment. SLTN will immediately address the request with priority. SLTN cannot guarantee that substitution is always possible. If substitution is not (immediately) possible, then all of the claims on the part of Client regarding the further compliance with the Agreement, as well as all of the claims on the part of Client regarding non-compliance with the Agreement will lapse. The payment obligations of Client regarding work activities already performed will remain intact.

3 SLTN is under the obligation to timely and fully pay wage tax and (advance payments for) social security premiums for the employee further to the Agreement. SLTN indemnifies Client against all legal claims on the part of the tax authorities or social security authorities, respectively, regarding taxes and social insurance premiums that relate directly to the placement of the employee by SLTN (the so-called recipient's liability), provided that Client leaves the handling of such claims entirely to SLTN, lends its full cooperation in that respect, provides all of the necessary information and if so desired by SLTN, grants procedural authorizations.

4 SLTN does not accept any liability regarding the selection of the employee and/or the results of work activities.

Article 17 Applicable law and disputes

The legal relationship between Parties is subject to Dutch law. The applicability of the Vienna Sales Convention 1980 ("CISG") is excluded. In addition to the competent court by law, the competent court in the district of Amsterdam is also authorized to take cognizance of a dispute between the Parties.

Article 18 Alterations

1 SLTN reserves the right to alter these General Terms and Conditions. The altered Terms and Conditions will apply to Agreements commencing on or after the date of alteration. The altered Terms and Conditions will also apply to existing Agreements with a duration of six (6) months or longer.

2 If Client, in case of an existing Agreement with a duration of six (6) months or longer, within thirty (30) days after announcing the alteration by SLTN, objects in writing and on reasonable grounds to the altered Terms and Conditions, SLTN can decide not to apply the alteration to the Agreement with Client. If SLTN decides to maintain the alteration, Client is entitled to terminate the agreement with effect as of the commencing date of the alteration, unless SLTN implements these changes to comply with changed Law and/or regulations.

Article 19 Final stipulations

1 Any notifications between Parties on the grounds of these General Terms and Conditions are to take place in writing. Verbal communications, promises or agreements will not have any legal effect.

2 Any other terms of delivery and/or general terms and conditions of parties or supplier(s) insofar as these do not concern Supplier, or those of any other third party involved, do not apply to the Agreement. 3 These General Terms and Conditions have been drawn up in the Dutch language and published on the website of SLTN (www.SLTN.nl), the English version is a translation provided the Dutch text shall be binding.

B. Special Terms and Conditions SLTN.

These special terms and conditions consist of the following chapters:

B.1. Cloud Computing

B.2. Hosting

B.3. Software

B.4. Maintenance of Software and support

B.5. Sale of Hardware

B.6. Maintenance of Hardware

B.7. Leasing

Preamble

The provisions of these Special Terms and Conditions apply in addition to the General Terms and Conditions, however the General Terms and Conditions take precedence over the Special terms and Conditions in the case of an inconsistency.

B.1. Cloud Computing

Article 1 General

1 With respect to the application of these Special Terms and Conditions, Cloud Computing is understood to mean: SLTN making and keeping Software and/or operating systems and the corresponding services, and/or infrastructure available to Client 'remote' via Internet or some other data network, without SLTN being under any obligation to supply a physical carrier to Client (software as a service).

2 SLTN will only provide the Cloud Computing if commissioned by Client. Client is not free to allow third parties to make use of the Cloud Computing, unless such has been explicitly agreed upon or with the further approval of SLTN.

3 Client will owe the fee as stipulated in the Agreement for the Cloud Computing. All of the amounts relating the Cloud Computing provided by SLTN are owed in advance per calendar month, unless otherwise agreed.

Article 2 Execution and alterations

1 If SLTN conducts work activities relating to the data of Client, its employees or users on the grounds of a request or an authorized order from a government agency or in connection with a statutory obligation, then all of the costs relating to such will be charged to Client.

2 SLTN may opt to make changes to the content or scope of the Cloud Computing. If changes of this kind result in a considerable change in the procedures that apply at Client, SLTN will inform Client accordingly as promptly as possible. Client may opt to terminate the Agreement in writing before the date upon which the change becomes effective, unless the change is related to changes in relevant legislation or the provisions as stipulated by competent authorities. The costs involved in the change will be at the expense of Client in such cases.

3 SLTN may opt to continue the execution of the Cloud Computing using a new or modified version of the Software and/or Hardware. SLTN is not under any obligation to alter or add certain features or functionalities to the Cloud Computing, Software and/or Hardware specifically for Client.

4 SLTN may opt to (temporarily) take the Cloud Computing out of service, either entirely or partially, for the purpose of preventive, corrective or adaptive maintenance or other forms of servicing. SLTN will

ensure that the Cloud Computing is not out of service any longer than necessary and, if possible, will schedule the maintenance/servicing outside the office hours.

Article 3 Guarantee and correction

1 SLTN does not guarantee that the Software and/or Hardware which is to be made available within the scope of the Cloud Computing is without error and functions without interruptions. SLTN will make reasonable effort to correct any errors in the Software and/or Hardware within a reasonable term if and insofar as it concerns Software and/or Hardware developed by SLTN itself and the details of the defects in question have been reported by Client to SLTN in writing. Where appropriate, SLTN may opt to postpone the correction of the defects until a new version of the Software is put into operation. SLTN does not guarantee that errors in Software that SLTN has not developed itself can and/or will be corrected. SLTN has the right to implement temporary solutions and/or programme detours or problem avoiding limitations in the Software and/or Hardware. If the Software and/or Hardware has been developed on the commission of Client, SLTN shall charge Client the correction costs in accordance with its usual rates.

2 Based on the information supplied by SLTN regarding measures to prevent and limit the consequences of malfunctions, defects in the Cloud Computing, the mutilation or loss of data or other incidents, Client will make an inventory of the risks for its organization and will take additional measures where necessary. SLTN states that it is willing at the request of Client to lend its cooperation, with reason, to any further measures to be taken by Client, subject to the (financial) conditions prescribed by SLTN.

3 SLTN has no obligation to restore data that has been mutilated or lost.

4 SLTN does not guarantee that the Software and/or Hardware that is to be made available within the scope of the Cloud Computing will be timely adapted to changes in relevant Law and regulations.

B.2. Hosting

Article 1 General

SLTN will provide the hosting services as stipulated in the Agreement and/or Offer.

Article 2 Execution

1 Client is responsible for the management, including the monitoring of the settings, the use of the hosting service and the manner in which the results of the service are deployed. If explicit arrangements to that end are lacking, then Client will install, organize, parametrize and tune the (auxiliary) Software itself and, if required, adapt the Hardware used, other Software and the environment for use, and will realize the interoperability required by Client. SLTN is not under any obligation to carry out data conversion.

2 Only if such has been explicitly agreed upon in writing, will arranging for backup-, alternative- and recovery services, or making these available, also be subjects of the Agreement.

3 SLTN may opt to temporarily take the hosting service out of service, either entirely or partially, for the purpose of preventive, corrective or adaptive maintenance. SLTN will ensure that the maintenance does not last longer than necessary, will schedule the maintenance outside office hours if possible and will commence the maintenance, depending upon the circumstances, after

consulting with Client.

4 If SLTN conducts Services for Client on the grounds of the Agreement relating to a domain name, such as the application, extension or alienation or transfer to a third party, then Client is to observe the rules and/or procedure of the authority(ies) concerned. Upon request, SLTN will provide a written copy of these rules and/or procedures to Client. SLTN explicitly does not accept any responsibility for the accuracy or timeliness of the provision of services or for obtaining the results as intended by Client. Client will owe all of the costs relating to the application and/or registration according to the rates agreed upon or, if these are lacking, the rates customary at SLTN. SLTN does not guarantee that a domain name that Client desires will be granted to Client.

Article 3 Notice and Take Down

1 Client will at all times observe due care towards third parties and will refrain from any wrongful conduct, particularly by honouring the intellectual property rights and other rights of third parties, by respecting the privacy of third parties, by not distributing information in violation of the law, by not obtaining unauthorized access to systems, by not distributing any viruses or other damaging software or data and by refraining from committing any offences and from violating any statutory obligation.

2 In order to prevent liability towards third parties or to limit the consequences thereof, SLTN has the right at any time to take measures concerning acts or omissions on the part of or at the risk of Client. Immediately upon demand of SLTN in writing, Client will remove data and/or information from the systems of SLTN, in default of SLTN has the right, at its own discretion, to either remove the data/information itself or to disable the access to the data/information. Upon the violation of the stipulation above, or the threat of a violation of said stipulation, SLTN furthermore has the right to deny Client access to the systems of SLTN, effective immediately and without any prior notification. The above does not affect any other measures or the exercise of other statutory and contractual rights on the part of SLTN towards Client. SLTN will in that case also have the right to terminate the agreement, effective immediately, without being liable towards Client.

3 It cannot be expected of SLTN to form an opinion of the validity of any claims by third parties, or of the defense of Client or to be involved in any way in a dispute between Client and a third party. Client must consult with the third party concerned on the matter and inform SLTN adequately substantiated in writing with documents.

B.3. Supplying of Software

Article 1 General

1 If Software is supplied, other than on the basis of a Cloud Computing, then SLTN undertakes to make the computer programmes agreed upon and the user documentation agreed upon available to Client on the basis of a license for use, such for the duration of the Agreement.

2 The right to use the Software is non-exclusive, non-transferable, cannot be pledged and cannot be sub-licensed and in accordance with the License agreement of the Supplier.

Article 2 Use and restrictions

1 Client will at all times strictly observe the

restrictions to the right to use the Software as agreed upon, irrespective of the nature or content of the restrictions.

2 SLTN may require Client not to put the Software into use until after Client has obtained one or more codes that are needed for the use at SLTN, a Supplier or the manufacturer of the Software. SLTN is at any time entitled to take technical measures in order to protect the Software against unlawful use and/or against its use in a manner or for purposes other than what has been agreed upon between parties. Client will not under any circumstances remove or by-pass (or have a third party remove or by-pass) technical facilities that are intended to protect the Software.

3 Client is only permitted to use the Software in or for the benefit of its own company or organization and then only insofar as necessary for the intended use. Client will refrain from using the Software for the benefit of third parties. Client will also refrain from allowing a third party - either from a distance (on-line) or otherwise - access to the Software and from placing the Software with a third party for hosting purposes, not even if the third party concerned uses the Software solely for the benefit of Client.

4 Upon request, Client will immediately lend its cooperation to an investigation to be carried out by or for the benefit of SLTN into the observance of the use restrictions agreed upon. On first demand of SLTN, Client will immediately allow access to its buildings and systems. SLTN will observe confidentiality with respect to all of the confidential business information that it obtains within the scope of an investigation by or at Client, insofar as the information does not concern the use of the Software itself.

5 SLTN is not obligated to provide maintenance of the Software and/or to provide support to users and/or administrators of the Software. If, contrary to the above, SLTN shall provide maintenance and/or support with respect to the Software if stipulated in the Agreement.

6 Except for exceptions established by law, Client does not have the right to alter the Software either entirely or partially. Client bears the full risk of any and all modifications implemented by Client or by third parties commissioned by Client - whether with or without the permission of SLTN.

Article 3 Delivery and installation

1 SLTN, at its own discretion, will deliver the Software on the size of data carrier agreed upon or, in the absence of agreements to that end, on a size data carrier to be determined by SLTN or will make the delivery of Software available to Client on-line. Any user documentation agreed upon will be supplied by SLTN in a paper or digital form, at its discretion, and in a language to be determined by SLTN.

2 If the parties have not agreed upon an acceptance test, then Client will accept the Software in the state that it is in upon delivery or, if agreed upon, the installation, therefore with all visible and invisible errors and defects.

3 If parties have agreed on an acceptance test, then the following stipulations apply:

3.1 'Errors' are understood to mean: the substantial non-compliance of the Software with the functional or technical specifications of the Software as explicitly communicated by SLTN in writing and, if the Software concerns tailor made Software (either partially or entirely), with the functional or technical specifications explicitly agreed upon in writing.

An error is considered an actual error only if demonstrable by Client and moreover, only if it can be reproduced. Client is obligated to immediately report

any errors. SLTN has no obligation whatsoever with respect to other defects in or relating to the Software or with respect to errors within the meaning of these Special Terms and Conditions.

3.2 Unless otherwise agreed upon in writing, the test period of the acceptance test is fourteen (14) days following the delivery or, if it has been agreed upon in writing that SLTN is to perform installation, fourteen (14) days following the completion of the installation. Client is not entitled during the test period to use the Software for productive or operational purposes. Client will ensure that the acceptance test agreed upon is conducted by qualified personnel and that it has sufficient scope and depth.

4 Client is under the obligation to verify the Software meets the functional or technical specifications as explicitly communicated by SLTN in writing and, if the Software concerns tailor Software (either partially or entirely), with the functional or technical specifications explicitly agreed upon in writing.

5 The Software will be considered accepted between the parties:

5.1 if parties have agreed upon an acceptance test: on the first day following the test period;

5.2 if SLTN receives a test report *prior to* the end of the test period, or as soon as the errors specified in the test report have been corrected, without prejudice to the presence of errors that do not stand in the way of acceptance according to paragraphs 8;

5.3 if Client uses the Software to any extent for productive or operational purposes, or at the time that the Software is put into use;

5.4 if it is found upon conducting the acceptance test that the Software contains errors, then Client will report the test results to SLTN in writing, and in a conveniently organized, detailed and comprehensible manner, not later than on the last day of the test period. SLTN will perform to the best of its ability in order to correct the errors concerned within a reasonable period, during which time SLTN will have the right to implement temporary solutions, programme-detours or problem-avoiding limitations.

6 Client may not withhold the acceptance of the Software for reasons that do not relate to the specifications explicitly agreed upon between parties in writing and furthermore not due to the presence of minor errors, being errors that do not, with reason, hinder putting the Software into operational or productive use, without prejudice to the obligation on the part of SLTN to correct these minor errors. Acceptance may furthermore not be withheld due to aspects of the Software that can only be assessed subjectively, such as aesthetic aspects of the user interfaces.

7 If the Software is delivered and tested in phases and/or parts, then the non-acceptance of one phase or part will not affect the acceptance of any previous phase and/or other part.

8 Acceptance of the Software in one of the manners as referred to in this paragraph will mean that SLTN is discharged in respect of the performance of its obligations concerning the supply of the Software and enabling its availability and, if the installation of the Software has also been agreed upon, concerning its obligations in respect of the installation.

Article 4 Termination

Client will return all of the copies of the Software that it has in its possession to SLTN immediately after the agreement is terminated. If it has been agreed that Client is to destroy the copies concerned upon the termination of the Agreement, then Client will

immediately inform SLTN of the destruction in writing. SLTN is not under any obligation upon or after the termination of the Agreement to lend assistance to any data conversion that Client may desire.

Article 5 Software of suppliers

1 If and insofar as SLTN makes Software of third parties available to Client, then the License agreement, (license-) terms and conditions of the third parties concerned will, concerning that Software, be applicable in the relationship between SLTN and Client, replacing any deviating stipulations in these general terms and conditions.

2 If and insofar as the terms and conditions of third parties referred to above are deemed not to apply or are declared inapplicable with regard to the relationship between Client and SLTN for whatever reason, then that stated in these Special Terms and Conditions will apply unimpaired.

Article 6 Guarantee and correction

1 SLTN will perform to the best of its ability in order to correct errors within a reasonable term if these errors have been reported to SLTN in writing, described in detail, within a period of three (3) months after delivery or, if an acceptance test has been agreed upon, within three (3) months following the acceptance. The errors will be corrected free of charge, unless the Software has been developed on the instructions of Client other than at a fixed price, in which case SLTN will charge the costs of the correction in accordance with its customary rates.

2 SLTN can charge the correction costs in accordance with its customary rates if the error is due to wrong use or is caused by improper use on the part of Client or is due to other causes that cannot be attributed to SLTN. The obligation to correct errors lapses if Client implements changes, or has a third party implement changes, to the Software without the permission of SLTN in writing.

3 Errors will be corrected in a manner and at a location to be determined by SLTN. SLTN has the right to implement temporary solutions and/or programme-detours or problem-avoiding limitations in the Software.

4 SLTN is not under any obligation to restore data that has been partially or in whole mutilated or lost.

B.4. Maintenance of Software and support

Article 1 General

SLTN will (or will have a third party) conduct the maintenance with respect to the Software stipulated in the Agreement. The maintenance obligation comprises correcting errors in the Software within the meaning of article 3 paragraph 3.1 of these Special Terms and Conditions B.3. and - only if such has been agreed upon in writing - making new versions of the Software available.

Article 2 Maintenance

1 Client will report any errors found in the Software in detail. After receiving a report of this kind, SLTN will perform to the best of its ability in accordance with its customary procedures in order to correct errors and/or implement improvements in the future new versions of the Software. Results will be made available to Client depending upon the urgency and the version- and release policy of SLTN in a manner and within a term to be determined by SLTN. SLTN has the right to implement temporary solutions and/or programme-detours or problem-avoiding limitations in the Software. It is the responsibility of Client to install,

organize, parametrize and tune the corrected Software or, if applicable, the new version of the Software that is made available and, if necessary, to adapt the Hardware used and environment for use.

2 If SLTN conducts the maintenance on-line, then Client will timely see to an adequate infrastructure and network facilities.

3 Client will lend any cooperation to the maintenance that is required by SLTN, including the temporary discontinuation of use of the Software and making a back-up of all of the data.

4 If the maintenance concerns Software that was not supplied to Client by SLTN itself, then Client, should SLTN deem such necessary or desirable for the maintenance, will make the source code and the technical (development-) documentation of the Software (including data models, designs, change-logs and the like) available. Client guarantees that it is authorized to make these available. Client grants SLTN the right to use and alter the Software, including the source code and the technical (development-) documentation, within the scope of carrying out the maintenance agreed upon.

5 The maintenance by SLTN does not affect the Client's own responsibility for the management of the Software, including the monitoring of the settings and the manner in which the results of the use of the Software are deployed. Client will install, organize, parametrize and tune the (auxiliary) Software itself and, if required, adapt the Hardware used, other Software and the environment for use, and will realise the inter-operability required by Client.

Article 3 New versions of the Software

1 The maintenance will entail making new versions of the Software available only if and insofar as such has been agreed upon in writing. If the maintenance entails making new versions of the Software available, then this availability will be established at the discretion of SLTN.

2 Three (3) months after having made a new improved version available, SLTN will no longer be under the obligation to correct errors in the previous version or to provide support and/or conduct maintenance with respect to a previous version.

3 SLTN may opt to adopt unaltered functionalities from a previous version of the Software, however does not guarantee that each new version contains the same functionality as the previous version. SLTN is not under any obligation to maintain, alter or add certain features or functionalities of the Software specifically for Client.

4 SLTN may require that Client adjust its system (Hardware, Software and the like) if such is essential to the proper functioning of a new version of the Software.

Article 4 Support

1 If, on the grounds of the Agreement, the Services provided by SLTN also include support for the users and/or IT administrators of the Software, then SLTN will provide advice per telephone or e-mail regarding the use and functioning of the Software stipulated in the Agreement. SLTN may opt to set conditions regarding the qualifications and the number of persons eligible for support. SLTN will handle soundly substantiated requests for support within a reasonable period of time and in accordance with its customary procedures. SLTN does not guarantee the accuracy, completeness or timeliness of reactions or the support offered. Support is provided during the normal working days and working hours of SLTN.

2 If, on the grounds of the Agreement, the Services provided by SLTN also include the provision of so-called 'standby-services', then SLTN will ensure the availability of one (1) or more staff members on the days and during the times stipulated in the Agreement. For urgent matters, Client will in that case have the right to call upon the support of the available staff members if there is a serious breakdown in the functioning of the Software. SLTN does not guarantee that all malfunctions will be timely corrected.

3 The maintenance and the other Services agreed upon as referred to in this chapter will be provided starting on the day that the Agreement is concluded, unless parties have agreed otherwise in writing.

B.5. Sale of Hardware

Article 1 General

1 If SLTN sells Hardware that has been obtained from Supplier to Client, then the terms and conditions of the Supplier will apply in the relationship between SLTN and Client concerning that Hardware, provided that the statutory requirements are met in that respect.

2 If Hardware is sold between parties, then SLTN will sell the Hardware and/or other items to Client in the nature and number as agreed upon in writing and Client will purchase these from SLTN.

3 The Agreement does not include assembly- and installation materials, software, consumer items, batteries, ink (cartridges), toner articles, cabling and accessories.

Article 2 Guarantee

The stipulations in article 9, guarantee and liability of the General terms and Conditions of SLTN are applicable. SLTN furthermore does not guarantee that Hardware and/or other goods are suitable upon delivery for the actual use and/or use intended by Client, unless the purposes are clearly specified, without reservation, in the Agreement. In addition, SLTN does not guarantee that the assembly-, installation- and instructions for use accompanying the Hardware are free of error and that the Hardware and/or other goods possess the features that are described in these instructions.

Article 3 Delivery

4 The Hardware and/or items sold to Client will be delivered by SLTN to Client "Ex Works" (Incoterms 2020). SLTN will deliver or have a third party deliver the sold items at a location to be designated by Client if such has been agreed upon in writing.

5 The purchase price of the Hardware and/or other goods does not include the costs of transport, insurance, heaving and hoisting, the lease of temporary facilities and the like. These costs are charged to Client by SLTN.

6 Parties may opt to agree in writing that SLTN will proceed to remove all of the older materials, such as network and cabinets, cable channels, packaging materials and the like. SLTN will charge the customary rates for these services.

7 If agreed upon between the parties in writing, SLTN will (or will have a third party) install, configure and/or connect the Hardware and/or other goods. This does not include data conversion and the installation of software by SLTN, SLTN is furthermore not responsible for obtaining any permits that may be required.

8 SLTN is at all times entitled to perform the Agreement in partial deliveries.

Article 4 Trial set-up

If agreed upon by parties in writing, SLTN will erect a trail set-up with respect to the Hardware and/or other goods in which Client is interested. SLTN may opt to have this trial set-up be subject to (financial) conditions. SLTN understands a trial set-up to mean: setting up a standard version of the Hardware in a temporary display for inspection, excluding any accessories, in a room made available by Client, before Client is to come to a final decision whether or not to purchase the Hardware concerned. Client is liable for the use, damage, theft or loss of Hardware and/or other goods that make up part of the trial set-up.

B.6. Maintenance of Hardware

Article 1 General

SLTN will conduct (or have a third party conduct) the maintenance concerning the Hardware described in the Agreement.

Article 2 Maintenance and restrictions

1 Client is not entitled to temporary substitute Hardware during the period that the Hardware to undergo maintenance is in the possession of SLTN.
2 The content and the scope of the maintenance services to be carried out, and the corresponding service levels, if applicable, will be laid down in a written agreement. On the absence of such an agreement, SLTN is under the obligation to perform to the best of its ability to correct any malfunctions properly reported by Client to SLTN within a reasonable term. In these Special Terms and Conditions, a 'malfunction' is understood to mean that the Hardware fails to function (or fails to function without interruption) in accordance with the specifications of the Hardware. A malfunction is considered such only if Client can demonstrate this malfunction and moreover, the malfunction concerned can be reproduced. SLTN is also authorized, but not obligated, to conduct preventive maintenance.
3 Client will inform SLTN accordingly by means of a detailed description immediately after a Hardware malfunction occurs.
4 Client will lend SLTN all of the cooperation required for the maintenance, such as the temporary discontinuation of the use of the Hardware. Client is obligated to grant the personnel of SLTN or third parties appointed by SLTN access to the location of the Hardware, to lend any cooperation required and to make the Hardware available to SLTN for the purpose of maintenance.
5 Before presenting the Hardware to SLTN for the purpose of maintenance, Client will ensure that a complete and well-functioning backup copy has been made of all of the Software and data installed on the Hardware.
6 A competent employee of Client will be present for consultation purposes during the maintenance work if such is requested by SLTN.
7 Client is authorized to connect Hardware and systems that have not been supplied by SLTN to the Hardware and to install Software in these.
8 If it is necessary for the maintenance of Hardware in the opinion of SLTN that the connections between the Hardware and other hardware or with other software are tested, then Client will make the other hardware and other software concerned, as well as the test procedures and information carriers, available to SLTN.

9 Test materials required for the maintenance which are no part of the normal equipment of SLTN are to be made available by Client.

10 Client bears the risk of the loss, theft or damage of the Hardware during the period in which SLTN has the Hardware in its possession for maintenance purposes. The decision to ensure this risk is at the discretion of Client.

11 Work activities due to the investigation or correction of malfunctions which are the result of or relate to wrong use, improper use of the Hardware or external causes, such as defects on the Internet, data network connections, power facilities or connections with the Hardware, Software or materials which do not fall under the maintenance obligation, are not part of the obligations of SLTN on the grounds of the Agreement.
12 The maintenance obligations of SLTN do not include:

12.1 investigation into or the correction of malfunctions that result from or are related to a change in Hardware other than a change by or on behalf of SLTN;

12.2 the use of the Hardware in violation of the terms and conditions of the Supplier that apply in that respect and failure on the part of Client to have the Hardware timely serviced;

12.3 investigation into or correction of malfunctions related to Software installed on the Hardware.

13 If SLTN conducts an investigation into and/or maintenance in relation to that stated in paragraph 11 and/or paragraph 12, SLTN is entitled to charge the costs of the investigation and/or maintenance in accordance with its customary rates. The previous leaves all that Client owes SLTN concerning maintenance unimpaired.

14 SLTN is not under any circumstances obligated to recover data that is mutilated or lost as a result of malfunctions and/or maintenance.

Article 3 Costs

1 The fee for the maintenance of the Hardware agreed upon does not include:

1.1 the costs of (replacing) items such as batteries, ink-(cartridges), toner articles, cabling and accessories;

1.2 the costs of (replacing) parts, as well as maintenance services for the correction of malfunctions that have been partially or entirely caused by attempts to correct malfunctions by parties other than SLTN;

1.3 work activities for purpose of revision of the Hardware;

1.4 modifications to the Hardware; moving, relocating, re-installation of the Hardware or work activities resulting from the above.

2 The maintenance fee is owed irrespective of whether or not Client has put the Hardware into use or makes use of the option to have maintenance carried out.

B.7. Leasing

Article 1 General

1 If Hardware, Software or other materials are leased to Client then SLTN undertakes to make available for use to Client the Hardware, Software or other materials as specified in the Agreement, and Client undertakes to accept and take on the lease of these items from SLTN.

2 Client undertakes to pay the lease price agreed upon and to pay the fees and costs stemming from the Agreement and to return the leased property to SLTN immediately after the lease period has ended, such

taking into account that stipulated below.

Article 2 Lease price

Client owes the lease price in advance.

Article 3 Duration, extension and cancellation of the Agreement

1 Lease of the Hardware, Software or other materials is entered into by parties for a period agreed upon by parties. This period commences on the day of delivery of the Hardware, Software or other materials by SLTN and ends on the end date agreed upon if the Hardware, Software or other materials have been returned by the lessee to SLTN in their entirety and in good condition on the end date.

2 In the event that the Hardware, Software or other materials have not or not entirely been returned to SLTN on the end date, or are not returned in good condition, then the end date will be considered to have been reached at the moment that lessee actually returns the Hardware, Software or other materials to SLTN in their entirety and in good condition.

3 If the Hardware, Software or other materials are returned to SLTN within the lease period agreed upon, then the lease price initially agreed upon will remain owed for the entire lease period as agreed upon.

4 The lessee is to inform SLTN in writing not later than one (1) week (or, if the lease period is shorter than one (1) week, at least half of the lease period) prior to the end of the lease period agreed upon whether or not lessee wants to make use of the option to extend the lease as offered in the Agreement.

5 If SLTN does not receive any notice from Client concerning this option, then the lease period will be tacitly renewed for a period equal to the lease period initially agreed upon, unless SLTN informs lessee that it wishes to terminate the Agreement.

6 SLTN reserves the right not to extend the Agreement once the lease period agreed upon has lapsed. In which case SLTN will not be obligated to state the reasons.

7 Client can cancel the Agreement free of charge up until thirty (30) days prior to the commencement of the lease period. In the event of a cancellation twenty (20) through twenty nine (29) days, fifteen (15) through nineteen (19) days, seven (7) through fourteen (14) days and zero (0) through six (6) days prior to the start of the lease period, the lessee will be charged 10%, 25%, 50% and 100% of the total lease price respectively. The transport and installation costs as defined in the Agreement will be passed on to Client. The Agreement can only be cancelled in writing.

Article 4 Purchase option

1 If the Agreement also stipulates the option to purchase Hardware, Software or other materials, then Client can only make use of that purchase option if it has fully met all of its obligations pursuant to the Agreement.

2 If the lessee purchases the Hardware, Software or other materials, then the right of Client to use the Software made available to Lessee by SLTN will end. The lessee will then be obligated to conclude a Software license agreement with the licensor concerned.

Article 5 State and delivery

1 SLTN will ensure that the Hardware, Software or other materials comply with any statutory regulations that may apply in this respect. Client is obligated to immediately inform SLTN of any claims on the part of third parties on the grounds of an alleged violation of

intellectual or industrial property rights, so that SLTN can take all of the necessary measures to ensure the uninterrupted use of the Hardware, Software or other materials.

2 The Hardware, Software or other materials will be made available to Client by or on behalf of SLTN at the storage or warehouse facility of Client starting on the commencement day of the lease period agreed upon.

3 SLTN may request a valid proof of identity of Client (or the transporter or other party appointed by lessee) at the time that Client accepts delivery of the Hardware, Software or other materials at the warehouse of SLTN. SLTN is not under any circumstances liable should unauthorized persons, whether or not they have been appointed by Client, accept delivery of the Hardware, Software or other materials.

4 Client has the right to subject the Hardware, Software or other materials to inspection (by a third party) prior to accepting delivery or the forwarding of the items. If Client does not exercise this right, then the Hardware, Software or other materials will be deemed to have been delivered in good condition, complete and according to the Agreement.

5 If SLTN delivers and/or installs the Hardware, Software or other materials at the Client, then the Hardware, Software or other materials will be deemed to have been made available to Client in good condition, complete and in accordance with the Agreement, except for written complaints from or on behalf of Client that reach SLTN within four (4) working days after the delivery and/or installation of the Hardware, Software or other materials.

6 The leased Hardware, Software or other materials will be made available to Client without any options and/or system options, unless otherwise agreed upon, and SLTN does not in any way guarantee the compatibility with any other Hardware, Software or other materials and/or the usability for the purposes intended by Client.

Article 6 Risk and insurance

1 The risk of the leased Hardware, Software and other materials lies fully with Client for the duration of the lease period, and therefore also in the case of circumstances beyond the control of Client. Client is under the obligation to compensate SLTN for any damage to the leased Hardware, Software or other materials on the basis of the replacement value.

2 SLTN will see to cargo transport insurance for the period during which the leased Hardware, Software or other materials are being forwarded within the Benelux countries. The 'warehouse to warehouse' clause as described in the Dutch Commercial Code applies here. Extensive coverage is possible at an additional charge.

3 Concerning the Hardware, Software and other materials, Client is to see to insurance to cover the risk of fire, water damage and theft (with evidence of forcible entry) within the Benelux countries during the term of validity of the Agreement.

Article 7 Maintenance and repairs

1 Client is obligated during the entire lease period to use and to maintain the leased Hardware, Software or other materials according to their nature and intended purpose.

2 If the lease provides for the use of Software, whether or not it is installed, then Client is under the obligation to strictly observe the conditions for the use of the Software as these are observed by the licensor.

3 Client is under the obligation to conclude a service contract with the Supplier of the leased Hardware, Software or other materials (or with a maintenance supplier that it has authorized) at its own expense.

4 Any necessary mutations and/or repairs to the leased Hardware, Software or other materials in the course of the lease period will be carried out by or on behalf of SLTN.

5 Only with the prior written permission of SLTN is Client allowed to have any mutations and/or repairs be carried out by competent personnel, in which only original parts may be used.

6 Any defects in the leased Hardware, Software or other materials are to be immediately reported to SLTN in writing.

7 SLTN has the right for the duration of the lease period to inspect the condition of the Hardware, Software and other materials and the manner in which these are being used. Upon first demand, Client will immediately allow SLTN access to the leased Hardware, Software or other materials.

Article 8 Transfer prohibition

1 Client is not permitted without the explicit permission of SLTN in writing to transfer (have a third party transfer) the leased Hardware, Software or other materials outside the Netherlands or to make these available for use by any third party, nor to transfer any right stemming from the Agreement to a third party either completely or partially.

2 Client is prohibited subject to a penalty, payable on demand, in the amount of EUR 25.000,- (in words: twenty five thousand EURO) to confiscate the leased Hardware, Software or other materials through accession, confusion or in any other manner or to restrict the property rights with respect to the leased Hardware, Software or other materials, such without prejudice to the other rights of SLTN, including the right to full compensation for damages.

Article 9 Information and dissolution

1 Client is under the obligation to immediately inform SLTN if:

1.1 seizure on the part of a third party of the leased Hardware, Software or other materials, as well as if third parties, on whatever grounds, are of the opinion that they can exercise a right to the Hardware, Software or other materials and/or if third parties take measures (threaten to take measures) as a result of which the lessee may lose the power over the Hardware, Software or other materials.

1.2 If Client discontinues its operations/company either completely or partially or moves its operations/company abroad.

1.3 if the lessee is dissolved or liquidated.

2 Should one of the situations above occur, then this will give SLTN the authority to dissolve the Agreement, either completely or partially, effective immediately, such as its own discretion, with reference to article 3 of the General Terms and Conditions and article 10 of these Special Terms and Conditions.

Article 10 Termination of the Agreement

1 In the event of the termination of the Agreement with immediate effect, SLTN will have the right to immediately repossess the Hardware, Software or other materials of which it has ownership. Client states now for then to grant SLTN access to the leased Hardware, Software or other materials and to lend its full cooperation to a repossession of Hardware or other materials, while all of the costs incurred and/or to be incurred by or on behalf of SLTN

further to this repossession will be charged to Client.

2 Client is under obligation to have all of the leased Hardware, Software or other materials delivered to the warehouse of SLTN during office hours and in their original clean state once the lease period has ended.

3 If the leased Hardware, Software or other materials are not returned to SLTN in a completely undamaged state for whatever reason, then Client is under the obligation to cover all of the costs involved in the necessary repair of the damages.

4 Client has the right to have an expert determine the condition of the leased Hardware, Software and other materials upon having these returned, in absence of which the claim report to be drawn up by SLTN will be decisive.

5 With respect to the defects ascertained by SLTN and the resulting correction costs, the only burden of proof that lies with SLTN concerns the submission of a specified invoice.

6 During the period required to correct the damage to the leased Hardware, Software or other materials, Client will owe SLTN the lease price, such in accordance with the Agreement regarding the Hardware, Software or other materials and Client is obligated to pay the lease price to SLTN in accordance with the Agreement.

Article 11 Liability

SLTN does not bear any liability other than stipulated in the General Terms and Conditions and in these Special Terms and Conditions.