TRANSLATION of the 'Aanvullende voorwaarden betreffende software en advies'. Only the Dutch text of these conditions is authentic. In case of ambiguities or doubts as to the meaning of a certain article or paragraph or differences with the Dutch text, the Dutch text will be decisive.

Article A-I Applicability
1. The provisions in these additional conditions for software and advice complement the general conditions for sales and delivery for the technological industry, filed with the Registry of the 'Rechtbank' (District Court) of The Hague on April 16, 2010 under No. 29/2010.
2. The provisions in these additional conditions apply to all legal relationships between the purchaser and the contractor regarding the development and/or supply of Software or the adjustments thereto, subject to the applicability of the provisions of the general conditions for sales en delivery.
3. When a provision of these additional conditions also applies and is in full or partial contravention of a provision of the general conditions for sales en delivery, the provision of these additional conditions will prevail insofar as there is a conflict.

Article A-II Definitions
1. Advice: the provision of advice with regard to automation and/or organisation, the execution of feasibility studies, the execution of consultancy, the execution of system analyses, the selection of equipment, the provision of support with the development of software, the giving of tuition, courses or training, and/or the organisation of courses or training.
2. Customized software: software, protocols or operating systems developed by order of the purchaser, or adjustments to already existing software, protocols or operating systems developed by order of the purchaser.
3. Standard package: software that is generally available on the market and not specially developed for the purchaser, whether or not adjusted, fine-tuned, configured, changed or extended for the benefit of the purchaser.
4. Software: Customized software and/or standard package.

Article A-III General
1. On delivery of the software, the purchaser will obtain the non-transferable, non-exclusive right of use for own use regarding the software, or the application for which the software was sold, for the location for which the software was sold. Unless otherwise agreed, the above-mentioned rights of use will take effect from the moment that the purchaser has fulfilled all its obligations towards the contractor. The right of use does not comprise the right to change or adjust the software.
2. Unless otherwise agreed, the source code will not form part of the software to be supplied. If the contractor is obliged by law to provide the source code to the purchaser, the purchaser must pay a reasonable remuneration for this.
3. The purchaser indemnifies the contractor against claims from third parties of whom personal data is registered or is being processed insofar as those claims are related to data and software supplied by the contractor to the purchaser or data processed by the contractor on behalf of the purchaser.
4. The purchaser guarantees by entering into the agreement that if the contractor has to make use of software, systems, platforms, data and accounts that are in the possession of the purchaser, for the performance of the activities, the purchaser will dispose of the sufficient rights, such as licences, access rights and authorities. The purchaser indemnifies the contractor against any claims from third parties insofar as the purchaser should not dispose of the above-mentioned rights.
5. If an agreement has been entered for execution of work by a particular person, the contractor is entitled, after consultation with the purchaser, to replace this person by one or more other persons with the same or similar qualifications.

Article A-IV Customized software
1. The contractor shall develop the customized software with due care based on the data, information and specifications provided by the purchaser. Insofar as the contractor has not presented the purchaser with the specifications at the start of the order, the parties shall record them in writing in mutual consultation during the development of the customized software.
2. Development of customized software shall only take place on the basis of the written specifications for the customized software referred to in paragraph 1 of this article (where it shall also be established by what means the development shall take place), and furthermore on the basis of the data and information provided by the purchaser to the contractor for the development. The purchaser is responsible for the correctness, completeness, relevance and reliability of this data and information. The purchaser shall supply the necessary data in the format required by the contractor for his activities and on the data carriers requested by the contractor. The contractor is not obliged to implement data conversions.
3. The contractor is permitted to test the correctness, completeness and consistency of the data, information and specifications referred to in paragraph 2 of this article. If in the opinion of the contractor they contain flaws, he is entitled to postpone his activities until the purchaser remedies these flaws. In such a case the purchaser, without prejudice to the rights of the contractor with regard to compensation for damages, will be liable to the contractor for the costs of work already carried out in pursuance of the execution of the agreement and, moreover, the contractor is entitled to pass on any extra costs incurred, in accordance with his standard rates. The purchaser cannot derive any right to reimbursement from such postponement by the contractor, irrespective of the legal grounds.
4. If the parties have agreed that the source code forms part of the delivery, the user rights as referred to in article III paragraph 1 will also comprise the right to adapt or change the software supplied by the contractor.
5. The contractor will at all times be entitled to use, apply, further develop (have developed), or sell to third parties, the software developed by, on behalf of or by order of it.

Article A-V Standard package
1. The standard package may be used by the purchaser exclusively on one processing unit, with the understanding that the software of the standard package may be used on another processing unit if there is a temporary failure of the first processing unit and only for so long as the failure lasts.
2. When and insofar as no other conditions have been set by the contractor, the purchaser is entitled, for security reasons, to make a maximum of two back-up copies of the standard package; these copies may only be used for the replacement of original material which has been rendered unusable. The copies must have the same labels and markings as the original material.
3. The source code of the software contained in a standard package will not be made available to the purchaser.

4. The ownership of the standard package and the rights of IP in respect of the standard package will not be delivered to the purchaser by the contractor. The purchaser will fully respect the ownership rights and rights of IP regarding the standard software. Markings relating to rights of intellectual ownership such as author's rights markings will not be removed or made unreadable or unrecognisable by the purchaser.
5. When the contractor provides the right to use a standard package from a third party in accordance with the conditions of use or licensing agreement of, or with the third party or if maintenance with regard to a standard package is performed on the basis of the conditions of an agreement between the contractor and a third party, then the provisions of the relevant agreement(s) that the contractor has with the third party or parties apply. By entering into the agreement, the purchaser authorises the contractor to purchase the software required for the performance of the order and to agree to the accompanying licence terms. The contractor will inform the purchaser at its request on the relevant applicable provisions.

Article A-VI Completion, delivery, tests and acceptance

1. If an agreement has been made to develop the software and/or to provide advice in steps or in phases then the contractor is entitled to delay or postpone all or a part of the activities of the following step until such time as the purchaser has approved, in writing, the results of the previous step(s) or phase(s).
2. The parties can agree to change and/or extend the activities previously agreed. If a fixed price has been agreed then the contractor will inform the purchaser of the extra costs involved for the desired change(s) or extension(s). In the case of changes or extensions the delivery time or the point in time when the activities are planned for completion will be extended or postponed as appropriate.
3. If, in the opinion of the contractor during the execution of agreed activities, it appears that a change and/or extension is necessary or desirable and it has been agreed that the software is to be developed and/or the advice is to be provided on a fixed price basis, then the contractor will inform the purchaser of the additional costs resulting from the change or extension. If the purchaser does not agree to the suggested change(s) and/or extension(s) in writing within fourteen days then the contractor is entitled to delay or postpone the execution of the activities. In this case the purchaser is obliged to pay the costs of the already performed activities in accordance with the contractor's applicable rates, notwithstanding the right of the contractor to claim compensation. If the contractor informs the purchaser about a necessary or desirable change or extension then the delivery time or time of completion of the activities will be extended or postponed by at least three weeks. Furthermore, if a change or extension actually is performed, the delivery time or time of completion will be extended or postponed accordingly.
4. The contractor will deliver the software to be developed ready for use. After delivery ready for use the software will be deemed to have been accepted by the purchaser. If an acceptance test has been agreed then the software will be deemed as accepted by the purchaser after it has actually been accepted by the purchaser or fourteen days after the delivery of the software in usable form if the purchaser has not informed the contractor in writing of any faults. Otherwise the software shall be deemed to be fully accepted if the purchaser makes any use of it for operational or production purposes prior to express acceptance.
5. The purchaser is entitled to test the software or allow the software to be tested for a period of fourteen days from the date of delivery of the ready to use software if and insofar as this has been agreed in writing between the parties. This test will consist of the execution of a collection of test cases provided by the purchaser to the contractor for the tests well before delivery of the ready to use software in the form of a comprehensible and usable test protocol. Elements, aspects or characteristics of the software that are not described in the specifications notified by the contractor at time of order shall not form part of the acceptance tests.
6. If, during the execution of the test referred to in paragraph 5 of this article, it appears that the progress of the test is being impeded by faults in the software then the purchaser will provide the contractor with the most detailed possible written information; in this case the test period of fourteen days will be suspended until such time as the faults have been rectified.
7. If, during the execution of the test referred to in paragraph 5 of this article, it appears that there are faults in the software and that it does not conform to the written specifications previously agreed then the purchaser is obliged to provide the contractor with the most detailed possible written information immediately after the completion of the test period. The contractor shall then rectify the stated faults within a reasonable period; such rectification may only be free of charge when a fixed price has been agreed for the development of the software; in other cases the purchaser is obliged to settle the costs charged for this by the contractor.

Article A-VII Warranty

1. If a fixed price was agreed for the development of the software, the warranty is six months after acceptance; during this period the contractor will do his best to rectify, only during office hours, any faults resulting from the failure of the software to conform to previously written specifications presented by the purchaser to the contractor. The warranty does not apply if the fault could already have been established when performing the tests as referred to in Article A-V paragraph 6. If no fixed price is agreed the contractor may always charge the costs of rectification to the purchaser.
2. The warranty in respect of a standard package is six months from the date of delivery; during this period the contractor will do his best to rectify, only during office hours, any faults resulting from the failure of the software of the standard package to conform to the user-manual of the standard package.
3. All costs, beyond the sole obligation as described in paragraph 1 and paragraph 2 of this article, such as but not limited to travel and accommodation, will be charged to the purchaser. The guarantee does not cover the recovery of any lost data. If the faults are caused by or relate to usage faults on the part of the purchaser or other reasons not attributable to the contractor, the contractor is entitled to charge all costs of recovery to the purchaser. Furthermore the guarantee lapses if the software is amended or changed by anyone other than the contractor or is used injudiciously.
4. The contractor does not guarantee that the software is flawless or will function without interruption or without faults, or that all faults shall be rectified or corrected.