

## General Terms and Conditions of Purchase of DTG

### I GENERAL PROVISIONS

#### Article 1 / Definitions

In these General Conditions of Purchase, the following words have the following meaning:

- Agreement:** the agreement between the Supplier and DTG for the purchase of the Product and Service by DTG, including all Purchase Orders and the annexes;
- DTG:** De Telefoonlogics BV, with its registered office at Herikerweg 88, Amsterdam;
- General Conditions:** these general terms and conditions of purchase of DTG, irrespective of the form in which they are presented to the Supplier;
- Products:** All items of products, inclusive hardware and Software, which Supplier is required to deliver (including all relevant documentation);
- Purchase Order:** the order placed by DTG, which specifies in detail the Products and/or Services requested and the commercial conditions;
- Service:** All services, work and activities which Supplier is required to include in all results and documentation thereof;
- Specifications:** The specifications of the Products and Services as described in the Agreement;
- Supplier:** The supplier of the Products and Services, including the personnel employed by supplier or an approved subcontractor of supplier;
- SaaS:** Software as a service;
- Standard Software:** Standard Software and Custom Software including any Software Release;
- Standard Software:** Already existing ("off-the-shelf") software to be provided and licensed to DTG by Supplier, including any systems or operating software (operating systems), compilers (development tools), utilities and application software;
- Custom Software:** Custom software developed and source code together with the accompanying documentation and development materials, which are to be developed by Supplier pursuant to the Agreement;
- Software Release:** Software Upgrades and Software Updates;
- Software Upgrade:** A major update issued by Supplier (or its licensors) which includes new functionality, new features and/or modifications, improvements and amendments to the Software;
- Software Update:** A minor release issued by Supplier (or its licensors) which include bug fixes and patches to the Software.

#### Article 2 / General provisions - Purchase Order and Agreement

- 21 The General Conditions of Purchase, the purchase orders, legal relationships and Agreements, either made orally, in writing, electronic or in any other form, concerning the purchase of Products and Services by DTG.
- 22 Deviations from the General Conditions shall only apply if and to the extent that they have been explicitly agreed upon in the Agreement between DTG and the Supplier.
- 23 The applicability of any general terms and conditions of Supplier is explicitly rejected, except if agreed differently in the Agreement. In the event that any provisions of Supplier's general terms and conditions are applicable, these General Conditions, insofar not contrary to the general terms and conditions of DTG, shall prevail.
- 24 Purchase Orders, Agreements, modifications thereof and additions thereto will only be binding upon parties if they have been placed or confirmed as the case may be in writing by DTG.

#### Article 3 / Offers, Purchase Orders and conclusion of Agreements

- 31 All offers by the Supplier are irrevocable, not free of obligation for Supplier and can be accepted by DTG within the term stated on the offer. In the event that the offer is not accepted by DTG, the offer shall remain valid for a period of three (3) months will apply. All costs with respect to the offer will be borne by Supplier.
- 32 DTG's requests for an offer are non-binding and are to be considered as an invitation to make an offer.
- 33 If a Purchase Order is placed in writing by DTG, the Supplier is deemed to have accepted the Purchase Order if it is not rejected in writing by DTG within 14 days after the sending of the Purchase Order. If any aspect of an offer is not confirmed by Supplier in writing within seven (7) days after the sending of the Purchase Order, the offer is deemed to be accepted.
- 34 A verbal order from DTG is only binding if DTG confirms this verbal order by issuing a Purchase Order within 14 days.
- 36 DTG has no obligation towards Supplier to purchase Services or Products, unless agreed upon otherwise in the Agreement.

#### Article 4 / Execution of the Agreement

- 41 The Supplier shall execute the Agreement at the time or times agreed upon. The deadlines and lead times applicable for the Supplier in the Agreement are binding on the Supplier. In the event of the Agreement, which is not in writing, the Supplier shall be deemed to have accepted the prior written approval of DTG, payment will nevertheless be effected as if the initially agreed time(s) had been adhered to.
- 42 Unless agreed otherwise in writing, Supplier shall at his own account and costs ensure to obtain all necessary permits, exemptions, approvals, decrees, and the like for the execution of the Agreement.
- 43 Supplier warrants that it shall conduct its business in accordance with DTG's business principles and that environment friendly and biodegradable materials will be used for the manufacturing and producing of the Products and Services and that it will not make use of child labour as defined in the ILO Convention.
- 45 Without the prior written consent of DTG, Supplier will not use subcontractors for the execution of the Agreement. If following the written approval of DTG Supplier uses subcontractors, Supplier remains fully liable towards DTG for the performance thereof and the Supplier guarantees DTG that these subcontractors meet the conditions and requirements of the Agreement and that they are party to the Agreement.
- 46 Supplier is obliged to inform DTG immediately of accidents during the performance of the Services and activities and to provide DTG with all the relevant information.
- 47 DTG is authorised to make changes to the ordered Products or Services (including the Specifications, documentation and the like). If such changes have consequences on the price (increased or decreased) and/or delivery period agreed, then prior to implementing the changes Supplier will inform DTG of these changes and, where possible, at the latest within seven (7) days after the date of the change. If these consequences on the price and/or delivery period are, in the opinion of DTG, unreasonable with regard to the nature and scope of the change, DTG is entitled to dissolve the Agreement. Dissolution on the basis of this article does not give Supplier any entitlement to compensation for damage and/or costs.
- 48 Supplier is not entitled to make or implement changes to the Products or Services without DTG's prior written consent.
- 49 Additional work performed by Supplier is only qualified for compensation if DTG has provided a written order to this end. DTG shall in no event bear any increase in the price of the Products and/or Services, unless agreed otherwise in writing. Supplier shall be deemed to have accepted the agreed Specifications and requirements (B) results from incorrect or incomplete (functional or technical) Specifications, if these Specifications are developed and/or accepted by Supplier.

#### Article 5 / Acceptance testing

- 51 DTG is entitled to inspect and test the Services and Products upon their arrival at the location of DTG and/or upon the completion of the work to be carried out pursuant to the Agreement, within a reasonable period after receipt of Supplier's notice of its completion, in order to ascertain whether the agreed Specifications and requirements are complied with. DTG is entitled to reject the Products and the Services in case they don't comply with the Specifications and requirements.
- 52 After the inspection and testing, DTG shall inform the Supplier as soon as possible in writing of its acceptance or rejection, giving the reason which lead to the rejection.
- 53 Any additional work in terms of carry out in order to get the Products and the Services accepted, will be performed without any additional costs for DTG and within a term of two (2) weeks after DTG has notified Supplier that the Products and/or Service are not accepted.
- 54 At DTG's discretion, rejected Products may be returned to the Supplier. In the event that DTG returns the rejected Products, Supplier shall repay to DTG on its due date and without any deduction, all amounts prepaid by DTG relating to the returned Products (and the Services involved with these Products).
- 55 Acceptance of any Product or Service shall be without prejudice to any rights and remedies arising after the actual date of delivery or date of acceptance, whichever is the latest, in the Product and/or Service with respect of any breach of the representations and warranties of Supplier contained in this Agreement.

#### Article 6 / Fees and Payment

- 61 The prices of the Products and Services are listed in the Agreement and will be stated in euro. The prices cannot be increased during the term of the Agreement.
- 62 Supplier grants to DTG "competitive price assurance". The prices set out in the Agreement shall be reduced in accordance with this article if, during the term of the Agreement, Supplier sells Products or Services of an identical type and functionality in similar volumes to any other similar customer of Supplier at terms and features more favourable than those set out in this Agreement. Any improvement in terms and fees made pursuant to this article shall be no more favourable than that given to the other customers.
- 63 Supplier shall ascertain the correctness and appropriateness of the prices. Any Supplier delivers or executes under the Agreement shall be at the account of the Supplier.
- 64 All prices include non-returnable packaging, logistics, insurance and transportation to the location specified in the Agreement but exclude any value added tax, which will be added to the amount in question.
- 65 Supplier is not liable in accordance with the obligations inserted in the act with respect to the VAT ("Wet op de omzetbelasting"). In any event the invoice will contain the following information: DTG order number, address of location of delivery, date of delivery, price of each Product or Service, VAT and the total amount of the invoice. The invoice will be send to address communicated by DTG. DTG is entitled to dispute the invoice within 14 days after the invoice date.
- 66 Unless otherwise agreed in writing, payment shall be effected after the Agreement has been duly executed and after receipt of the relevant invoice in accordance with the agreed payment terms, unless DTG has objected to the way in which the Agreement has been executed. For the avoidance of doubt, in the event of a dispute, the Supplier's and other requirements agreed upon in the Agreement shall prevail. DTG will not be obliged to pay the invoice. Payment shall be without prejudice to any of DTG's rights.
- 67 DTG will pay undisputed invoices to the bank account indicated by Supplier within sixty (60) days of the invoice date provided the invoice has arrived within four (4) business days after the invoice date.
- 68 If DTG does not pay the undisputed invoice within this payment term, Supplier will send a written demand notice stating a new reasonable payment period. If after this period DTG still didn't make the payment, it is in default. From that moment the legal applicable interest rate is liable on the outstanding amount.
- 69 DTG is entitled to offset amounts due by it to the Supplier, with amounts due by the Supplier (and/or other companies being part of the same group of Supplier) to DTG, in the event of a dispute, the Supplier's and other requirements agreed upon in the Agreement shall prevail. In the event of different currencies DTG shall decide in which of these currencies the offset shall be effected. Conversion shall be effected at the rate of exchange valid at the due date of payment of the relevant invoice(s) and published by De Nederlandsche Bank.

#### Article 7 / Guarantees and support

- 71 The Supplier guarantees that all Products and Services delivered are fit for the purpose for which they are destined and that the Products and Services are in accordance with the agreed Specifications and requirements, and are of sound workmanship, of good quality and free from faults in construction, manufacture and material, and further that the Products and Services and their performance shall satisfy mandatory regulations relating to inter alia health, safety, the environment and electromagnetic interference, valid in the country for which the Products and Services are destined.
- 72 Unless agreed otherwise in writing, Supplier shall at his own account and costs ensure to obtain all necessary permits, exemptions, approvals, decrees, and the like for the execution of the Agreement.
- 73 If applicable, Supplier shall take all measures in accordance with the applicable law and regulations and the directions of DTG. Supplier shall take appropriate organizational and technical measures to protect the (personal) data provided to it and shall not retain it any longer than required in order to perform its Service or as required under relevant legislation.
- 74 During a period of two (2) years after the acceptance date of the Products or Services by DTG, Supplier will provide maintenance and support (including Software Releases) free of charge and in accordance with the Specifications. Supplier will always fix any defective material, manufacturing defects and errors in the Products and Services, as well as in the parts delivered, and the supplier in connection with DTG's property, within one month. If repair of the Product or Service within this period is not possible, DTG is entitled to a replacement of the Product or Service with another identical Product or Service free of charge.
- 75 In the event of a claim for maintenance and support services for the Products or Services, Supplier:  
(a) shall supply any spare or replacement parts, or suitable alternatives, for the Products at reasonable market-conform prices on first request by DTG.  
(b) undertakes to offer maintenance and support services for the Products and Services (including Software Releases) at reasonable market rates if DTG requests Supplier to do so.

#### Article 8 / Inspection

- 81 Supplier shall give DTG (or a third party designated by DTG), within reasonable time, access to the Supplier's location where Products are developed, produced, processed or stored, or where the Services are being performed, for inspection purposes. During the visit DTG, or the designated third party, shall be allowed to take samples and to inspect the Services, the manufacturing facilities, processes and finished Products) prior to the delivery to verify compliance with the Agreements and adherence by Supplier to quality assurance policies and procedures.
- 82 Supplier shall co-operate in the inspection at no extra charge for DTG. DTG shall do its best that the inspection will not interfere with the process of production, processing and/or storage, nor cause any obstructions or disturbance in these processes.
- 83 In the event of an inspection, taking-over or acceptance of these Products and Services and an inspection shall not relieve Supplier of any obligation under this Agreement.

#### Article 9 / Property rights

- 91 By means of a written statement Supplier shall transfer to DTG the property in all items such as models, dies, moulds, jigs, gauges, tools, drawings and other documents specifically acquired or manufactured by Supplier for the execution of the Agreement immediately upon the same having been supplied to him or the manufacturer by him having been completed. Where Supplier acquires such items from third parties DTG shall pay Supplier if this has been agreed but only if Supplier has produced evidence that he has fully paid therefore. Supplier shall retain such items on loan from DTG.
- 92 All such items including materials, components, documents and data which will be used by Supplier or which DTG puts at Supplier's disposal for the execution of the Agreement will remain the property of DTG under all circumstances. DTG reserves at all times and under all circumstances the right to take them back whether or not the same have been processed and/or used by Supplier against reimbursement of processing costs, if due by DTG. Supplier shall be deemed to have accepted that all such items, including materials, components, documents and data which DTG is provided by Supplier shall inform any third parties who might seek recourse thereon of DTG's proprietary right and shall immediately inform DTG of such an eventuality. Supplier shall not use such items nor will he allow them to be used by or on behalf of third parties for or in connection with any purpose other than that of the Agreement.

#### Article 10 / Intellectual and Industrial Property Rights

- 101 Supplier guarantees that it is the titleholder with respect to all intellectual property rights used in the Products and Services and licensed or transferred to DTG.
- 102 Supplier warrants DTG free and undisturbed use of the delivered Products and Services and indemnifies DTG and holds DTG harmless against all financial and all other consequences of third party claims on account of infringement of their intellectual and industrial property rights as a result of the use, processing, sale, storage or lease of the Products and Services by DTG. At the first request of DTG, Supplier shall defend DTG in any such action brought by third parties.
- 103 DTG will be the titleholder with respect to all intellectual property rights that have arisen by or as a result of the performance of the Agreement. Supplier will transfer all intellectual property right with respect to Services and Products developed for DTG under the Agreement. Insofar as this transfer of the intellectual property rights is not possible, Supplier shall take all necessary measures to ensure that DTG is able to assign these intellectual property rights to DTG by signing all required documents and render all other necessary cooperation thereto.
- 104 Supplier may use the information, (personal) data and other materials provided by DTG, although only in connection with the Agreement.
- 105 Where pursuant to the Agreement DTG provides its name, trademarks or other marks on the Products and/or Services, DTG is entitled to apply or to have applied, Supplier shall not in any way by implication or otherwise claim any title to such trademark(s) or similar or related trademark(s). Only Products so ordered by DTG shall have such trademark(s) applied to them. Supplier shall adhere to DTG's instructions with respect to dimensions, positioning and other aspects related to said trademark(s).

#### Article 11 / Limitation of liability

- 111 Supplier shall not limit or restrict its liability for death or personal injury arising from its own negligence or with respect to third party infringement.
- 112 The total liability of Supplier on account of default in the performance of the Agreement, or tort shall be limited to a maximum of € 1,000,000 (one million euro) or, in the event this cumulates to a higher amount, the total of the invoices for the Products and/or Services ordered by DTG in the year in which the cause of damage was established. This limitation of liability is not applicable to article 11.1.
- 113 Supplier guarantees to be adequately insured and shall continue to be adequately insured during the term of this Agreement. On first request by DTG Supplier shall provide evidence thereof.
- 114 Supplier indemnifies DTG against any financial and other consequences of third party claims in connection with the fulfillment of his obligations under the Agreement, and shall reimburse DTG for payments made to or for the benefit of third parties.
- 115 In executing the terms of this Agreement, DTG is not liable for any direct or indirect damage, including consequential damage, nor is DTG liable for consequential loss, loss of profits, loss or destruction of data or damage resulting from claims made by third parties against Supplier, except for the cases specified in article 11.6.
- 116 DTG is only liable for actually suffered damages as result of death or personal injury resulting from attributable shortcomings of DTG up to a maximum of the annual price (excluding VAT) stipulated in the relevant Purchase Order, but at no time more than € 100,000 (hundred thousand euro) per event or series of related events, or € 200,000 (two hundred thousand euro) per calendar year.

#### Article 12 / Force majeure

- 121 Neither Party shall be deemed in default or liable for any loss or damage resulting from delays in performance or from failure to perform or comply with the Agreement due to an event of force majeure, being any cause beyond her reasonable control. A force majeure event shall not include illness or incapacity of personnel or of third parties used by the Supplier, a shortage of personnel with the Supplier, delay or failure in manufacture or production or supply by third parties of Products or Services, material shortages, defective reserves parts, liquidity and/or solvability problems of the Supplier, the impossibility of obtaining the required permits or permission, strikes and labor disputes.
- 122 In the event one party is affected by force majeure, it shall promptly notify the other party in writing of the nature and extent of the circumstances.
- 123 In the event the force majeure in question continues or will continue for an uninterrupted period in excess of two (2) months after the date on which the force majeure begins, the other party will be entitled to terminate the Agreement in writing while respecting a two week notice period.

#### Article 13 / Confidentiality

- 131 Supplier shall observe confidentiality regarding all that it learns about the business of DTG during its activities for DTG, including - but not limited to - all business, organizational and technical knowledge, software, source codes, know-how, proprietary or confidential information, names or addresses of customers of DTG or any of its subsidiaries or affiliated companies or any other information which is known only to a limited number of persons and which is not deemed to become public outside the company of DTG or any of its subsidiaries or affiliated companies, and make no use thereof, other than to the extent required for the performance of the Agreements.
- 132 The duty of confidentiality does not cover data and/or information of common knowledge or data and/or information to be disclosed by virtue of the law.
- 133 All written and other records and all tangibles concerning DTG or any of its subsidiaries or affiliated companies and its business which are in the possession of the Supplier shall be carefully kept and shall be immediately returned to DTG upon its request, and in any case upon the termination of the Agreement. DTG reserves the right to request the return of such records and information referred to in this article.
- 134 Upon violation by Supplier of one or more of the obligations arising from the article 13, Supplier forfeit to DTG, without any further notice of default or judicial intervention, an immediately due and payable penalty of € 100,000 (hundred thousand euro) per violation and a penalty of € 1,000 (one thousand euro) for every day that the violation continues.

#### Article 14 / Termination

- 141 DTG shall have the right to terminate, or suspend performance of the Agreement and/or any pending Purchase Order if:  
• Supplier fails to perform within the agreed time or times, to adhere to the agreed quantities or to fulfill the Specifications and/or requirements of the Agreement;  
• Supplier is declared bankrupt or has been granted suspension of payment or if a petition requesting bankruptcy, liquidation or suspension of payment is filed by a creditor;  
• Supplier's business has been discontinued;  
• Supplier becomes insolvent or admits its inability to pay its debts as they fall due or commences negotiations with one or more of its creditors with the view to a general readjustment or rescheduling of all or part of its indebtedness.
- 142 Supplier guarantees the performance of DTG pursuant to these General Conditions at any time by giving one month prior notice. These revisions will become effective immediately after the one month notice period.
- 143 Any pending Purchase Orders at the time of termination of the Agreement will be executed in accordance with the terms of this Agreement, unless such Purchase Orders are affected by the termination as a consequence of Suppliers breach of its obligation under the Agreement or for reasons set forth in article 14.1. DTG decides to terminate these Purchase Orders as well.
- 145 Notwithstanding article 23, upon termination of the Agreement Supplier shall promptly return to DTG all information, data and other materials of DTG that is in its possession or, if requested by DTG, promptly destroy and delete these information, data and materials in a manner specified by DTG and certify to DTG in writing that it has done so.

#### Article 15 / Miscellaneous

- 151 DTG shall not be liable on Supplier's compliance with any of its obligations shall not be construed as a waiver or relinquishment of our right at any time to invoke strict compliance with such obligations.
- 152 Supplier may not assign or transfer this Agreement or any of its rights without the prior written consent of DTG, which consent will not be deemed to be given if DTG has not expressly agreed thereto.
- 153 During the term of the Agreement and twelve months thereafter, Supplier shall only engage or otherwise employ, directly or indirectly, members of staff of DTG who are or were previously involved in the execution of the Agreement, after obtaining the prior written consent of DTG.
- 154 DTG reserves the right to suspend the General Conditions at any time by giving one month prior notice. These revisions will become effective immediately after the one month notice period.
- 155 Any provision of the Agreement which is null and void or annulled, the other provisions of the General Conditions shall remain in full force.
- 156 The Agreement and the General Terms and Conditions are governed by Dutch law. The Vienna sales Convention of 1980 shall not apply.
- 157 All disputes that may exist between DTG and Supplier in connection with the Agreement or in connection with the General Conditions shall be exclusively submitted to the Dutch competent court in Amsterdam, The Netherlands.

#### II DELIVERY OF PRODUCTS

In the event that Supplier will deliver Products and/or grants licenses with respect to Products, the provisions set forth in this chapter shall apply in addition to the General Provisions.

#### Article 16 / Delivery of the Products

- 161 Supplier will deliver the Products, cleared for export, into the custody of the carrier and at the location mentioned in the Agreement or designated by DTG. The delivery of the Products shall under "Delivery Duty Paid" (Incoterms latest version) conditions.
- 162 Supplier warrants that the Products shall meet all Specifications and other requirements agreed upon in the Agreement.
- 163 Supplier agrees to hold stock of the Products at its warehouse in order to guarantee DTG an uninterrupted supply in the event DTG issues a (new) Purchase Order.
- 164 Supplier transfers all dangerous Products Supplier shall strictly adhere to statutory provisions and provisions of international treaties, conventions and agreements relating to transport of goods applicable in the countries where the goods will be transported.
- 165 Supplier shall provide DTG with such written information regarding the composition of dangerous Products so that transport, warehousing and processing thereof may be effected in compliance with the relevant provisions of laws, international treaties, conventions and agreements applicable in the countries referred to in the foregoing paragraph.
- 166 Unless agreed otherwise in writing, Supplier shall ensure that the Products and materials and Software used in respect of the Services shall not contain any "drop dead", "trap door", "time bomb", "Trojan horses" or other viruses or vicious devices and that the Product will not contain any limitations, other than authorization codes, which would render the Product unsuitable for use by DTG in processing its own applications and in the context of its client.
- 167 In the event of Product delivery, the risk of loss or damage with respect of the Products shall pass to DTG on the acceptance of the Product by DTG in accordance with article 5. In the event that Supplier provides a Service (for example installation services) as well, the risk of loss or damage with respect to the Products shall pass to DTG on the acceptance of the Product and the Service by DTG in accordance with article 5.
- 168 Ownership of the Products will pass the DTG at the time of payment or at the time an interim payment is made.

#### Article 17 / License of Standard Software

- 171 Supplier grants to DTG a worldwide, non-exclusive, perpetual and non-revocable license to use any Standard Software provided to DTG. The license to the Standard Software grants DTG the right to use (in the broadest sense of the word), revise, adjust and copy the Standard Software, without any limitation of the use of the Standard Software, for the sole and exclusive use of DTG. The license to the Standard Software shall take effect as of the date of delivery of the acceptance of Products and Service in accordance with article 5 and shall continue - irrespective of any maintenance and support agreement between Supplier and DTG - for an indefinite period of time without any right of termination by Supplier.
- 172 DTG shall not duplicate, nor modify nor disassemble nor de-compile the Standard Software except as provided for under the license of the Supplier and its use of the Standard Software. DTG delivers the Standard Software to DTG and thereafter at least once a year.
- 173 Supplier represents and warrants that the source code of the Standard Software (including the Software Releases) and all documentation necessary to adapt and maintain the Standard Software or the Product are suitable to have DTG or a third party carry out maintenance, support, adaptations or extensions of the Standard Software.
- 175 Supplier shall deliver a current version of the source code of the Standard Software and its documentation at its expenses to a third party escrow agent. Supplier shall provide DTG evidence of such deposits. The source code shall be released by this escrow agent to DTG in the events described in article 14.1.

#### Article 18 / Custom Software

- 181 In the event that Supplier develops and provides Custom Software (including the Software Releases), this Custom Software shall be the sole and exclusive property of DTG. Supplier transfers all (intellectual property) rights, title or any ownership interest it has or may claim in any Custom Software to DTG and agrees that such software is solely made to the benefit of DTG. Supplier is hereby prohibited from allowing in any third party to use, copy, modify, disseminate, distribute, sell, lease, license, sublicense, or otherwise use the Custom Software (including the Software Releases) and its documentation necessary to adapt and maintain the Software. Supplier shall deliver to DTG a current version of the source code of the Software and its use of the Custom Software. Supplier shall deliver the Custom Software to DTG and thereafter at least once a year. Insofar as the transfer of any intellectual property right is not completed through the Agreement Supplier shall upon DTG's first request undertake to assign the intellectual property rights to the Custom Software (and Software Releases) to DTG by signing all required documents and render all other necessary cooperation thereto.

#### Article 19 / Software Releases

- 191 At least once per year, Supplier shall provide DTG with an overview of forthcoming Software Releases, including a full description of the technical and functional specifications of such Software Release. DTG shall not be required to accept the use of Software Releases which in any manner differ from the version of the Software Release which has been agreed upon in the Agreement and which have an impact on DTG business planning, and in such event Supplier shall be obliged to continue to support prior versions of the Software.

#### III DELIVERY OF SERVICES

In the event that parties agree that Supplier will provide Services, the provisions set forth in this chapter shall apply in addition to the General Provisions.

#### Article 20 / Providing of Services

- 201 Supplier guarantees that it will provide the Services on the agreed location and in accordance with the Specifications, service levels and all other requirements agreed upon and that the Services shall be executed with good workmanship and that the results intended to be achieved according to the Agreement will be met.
- 202 In the event that Supplier provides maintenance and support services, hosting services and/or SaaS, Supplier guarantees that it will meet the service levels stated in the Agreement. In the event that Supplier (other than for reasons of force majeure or any act or omission of DTG) fails to meet the service levels, DTG has the right to impose a penalty.
- 203 The relationship and any services will always include any activity and all materials, which are necessary for Supplier to install or assemble the Products on location.
- 204 DTG is responsible for providing access to the locations where the Services are to be delivered during normal working hours in order to enable Supplier to perform the Services. Supplier will provide the necessary information on access to the locations.
- 205 Supplier will make every effort to perform and complete the Service within the working hours. In the event DTG requests Supplier to perform Services outside working hours or the hours as agreed before, Supplier will deliver these Services. In the event additional costs are associated with these Services, Supplier shall be obliged to deliver the Services and to pay the additional costs to DTG.
- 206 Supplier guarantees that all personnel engaged by Supplier in the performance of the Agreement shall have the required level of skill and expertise as can reasonably be expected by DTG.
- 207 Supplier shall be responsible for ensuring the Services, independently and for its own responsibility, with due observance of the current regulations regarding, safety and environment.
- 208 Supplier will inform DTG of inaccuracy and incompleteness in its orders or directions (or the order or directions given in its name) as well as of any work not fully completed by DTG, insofar the Supplier is aware of these or in all reasonableness should be aware of these.
- 209 Supplier will frequently and timely report to DTG in writing the progress of the Services, potential delays and the solutions with respect to these delays.
- 210 Supplier will ensure the confidentiality of all information and (personal) data of DTG stored on the servers (including third party servers) within the context of the SaaS or other Services. Supplier will implement and maintain the measures to this extent, including but not limited to physical access control, firewalls, logical access control, logical access, logical authentication, logical access control, network and third party software and repositories, physically and logically separated networks and the use of firewalls between each network and secured VPN connection(s) between Supplier and DTG.
- 211 In the event that Supplier uses Standard Software with respect to the provisioning of the Services, Supplier shall deliver a current version of the source code of the Standard Software and its documentation at its expenses to a third party escrow agent. Supplier shall provide DTG evidence of such deposits. The source code shall be released by this escrow agent to DTG in the events described in article 14.1.

#### Article 21 / Personnel and working conditions

- 211 Before commencing the Services, Supplier will inform himself of the circumstances on the locations or in the buildings where the Services should be delivered and the activities have to be carried out.
- 212 Supplier is responsible and liable for ensuring the safety of its personnel and the personnel of third parties engaged by him and shall take the necessary measures to do so. Supplier will, among other things, ensure that these personnel is provided with personal protective equipment, such as protective, welding and safety goggles, safety harnesses, safety shoes, helmets and vests, and the like.
- 213 In the event that Supplier's personnel provides Services on a location or in the building of DTG, Supplier shall inform DTG in writing of the personal details of the personnel engaged for these Services.
- 214 If DTG believes that the personnel are insufficiently qualified, it will be authorized to order that the personnel will be replaced. Supplier warrants that sufficient personnel will be available and that key personnel will not be replaced without prior approval of DTG.
- 215 Supplier shall use a timesheet for each employee to determine the amount of hours worked by the personnel or any other inspection sheet chosen by DTG and to submit these to DTG.
- 216 In the event that DTG is engaged for the Services shall be equal to those of DTG's personnel, unless agreed otherwise in writing.
- 217 At DTG's request, Supplier will appoint a project manager who shall have the responsibility that all Products and Services are delivered on time and meet all Specifications and requirements. The project manager will conduct report meetings on a regular basis to determine the progress and identifies deal with any issues.

#### Article 22 / Tax liability

- 221 Supplier will comply with all requirements arising from the 'Wages and Salaries Tax and Social Security Contributions Act' (liability of subcontractors act) and shall compensate DTG for and indemnify DTG against all claims in respect thereof.
- 222 In view of the provisions of article 22.1, Supplier shall take all measures to ensure that income tax and social security charges due associated with the Services will be paid to the competent authorities.
- 223 DTG or a third party designated to this end is at all times entitled to check whether Supplier has complied with the requirements stipulated in articles 22.1 and 22.2 and to request the necessary cooperation from DTG for this purpose.
- 224 DTG has the right to deduct the amount she is due to Supplier with any amount Supplier is due to any Tax Authority (i.e. Belastingdienst) or any other authorities responsible for the execution of the tax laws and/or national insurance contributions laws, for which DTG is liable under the source code of the Standard Software and its documentation at its expenses to a third party escrow agent. Supplier shall provide DTG evidence to Supplier under the 'Wages and Salaries Tax and Social Security Contributions Act' and pays this amount to the appropriate authority, she is no longer liable for payment of that amount to Supplier. Any such payment made by DTG thus discharges DTG of payment of an equal amount to Supplier.
- 225 Notwithstanding article 22.4 DTG is at all times entitled to transfer amounts by Supplier under the tax laws and/or national insurance contributions laws, for which DTG is liable under the source code of the Standard Software and its documentation at its expenses to a third party escrow agent. At first request of DTG, Supplier will open these accounts in order to transfer the amounts in these accounts to the relevant Tax Authority. Transfer of amounts by DTG to any guaranteed accounts discharges DTG for these amounts.

#### Article 23 / Consequences of termination for SaaS and/or hosting services

- 231 Upon termination of the Agreement and on request of DTG, Supplier will perform the SaaS or hosting services in order to secure all (personal) data of DTG. For a maximum period of three (3) months after the termination of the Agreement, Supplier shall make sure that all information on the data of DTG from the software, systems and hardware used in respect of the SaaS or hosting service to the new systems, software or hardware and will provide all necessary information and assistance. Furthermore upon termination of the Agreement or at a later date if agreed upon by both Parties, Supplier will provide DTG with all the Custom Software, documentation, materials and data developed for DTG.

De Telefoonlogics BV is registered with the Chamber of Commerce in Amsterdam under number 27198207. These General Conditions are filed with the Chamber of Commerce in Amsterdam on September 1, 2011.