General (delivery) terms and conditions of Vinson B.V.

These General Terms and Conditions are registered with the Dutch Chamber of Commerce under number 63222507

Article 1: Offer, contract realization, contract renewal

1.1   All offers and other statements issued by Vinson shall be subject to contract, except where specified otherwise in writing by Vinson.

1.2   The client shall guarantee the completeness and accuracy of all information that is submitted to Vinson.

1.3   Every fixed-term contract between Vinson and the client will be automatically converted into an open-ended contract subject to three months' notice, if parties have not indicated an intent to end the contract.

Article 2: Prices and payment

2.1   All prices are in euros and exclusive of turnover tax (VAT) and other government levies.

2.2   If the client is subject to a periodic payment obligation and one or more external cost price factors (such as suppliers prices; for instance costs of services provided by Microsoft, Apple, Google or Vinson's energy supplier) are increased, then Vinson is entitled to raise the agreed upon price within this scope. Vinson will inform the client of its decision to increase the price and the extent of the increase. If the price is increased with more than 15%, and the client does not wish to agree to this change, the client shall be entitled to terminate the agreement in writing with effect from the date on which the change is due to enter into force within thirty days following the date of notification.

2.3   Vinson is permitted to index its prices annually as per the first day of the new calendar year.

2.4   If a term of payment has not been agreed upon, a term of payment of thirty days applies.

Article 3: Delivery dates

3.1   Vinson shall make every reasonable effort to observe (delivery) periods and (delivery) dates wherever possible. (Delivery) dates agreed between the parties or specified by Vinson are - due to the nature of Vinson's services and its dependency on third party services - indicative non-binding target dates, unless explicitly agreed otherwise in writing. In any case, Vinson shall not be bound by a (delivery) period or (delivery) date, final or otherwise, that can no longer be achieved as a result of circumstances outside of Vinson's control.

3.2   In all cases Vinson shall not be in default as a result of the fact that a delivery period or date has been exceeded until such time as the client has given written and specified notice of default.

Article 4: Scope of service, errors, third parties

4.1   Vinson shall in all cases carry out its services on the basis of a best efforts obligation, unless and in so far as Vinson has explicitly undertaken in the agreement in writing to achieve a specific, sufficiently determined result.

4.2   Due to the nature of its services and dependency on third party services, Vinson cannot guarantee that the service/software will always operate with no interruptions, errors or defects, that all errors and defects can always be fixed and that the service/software will function effectively in conjunction with all types or updates of third party software or hardware.

4.3   If maintenance of the service/software by Vinson is included in the service, Vinson shall make every effort to fix errors in the service/software free of charge within a reasonable period of time. In case maintenance of the service/software is not included, Vinson shall make every effort to fix errors in the service/software within a reasonable period of time if Vinson receives detailed, written notification of these errors within a period of three months following delivery of the service/software.

4.4   Except where otherwise agreed in writing, Vinson's performance obligations shall not include the maintenance of the service/software.

4.5   Vinson is permitted to use the services of third parties in executing the agreement.

4.6   Where this article refers to 'errors', this shall mean: the substantial failure to meet the specifications explicitly agreed in writing between the parties. An error shall only be deemed

to exist if it can be demonstrated by the client and can be reproduced. The client shall notify Vinson immediately of any errors.

Article 5: Intellectual property rights

5.1 All intellectual property rights to the service/software, websites, data files, hardware or other materials made available to the client on the basis of the agreement shall remain exclusively vested in Vinson, its licensors or its own suppliers, unless parties explicitly agreed otherwise in writing.

5.2 The client shall only acquire those rights of use that are explicitly granted in a written agreement between parties or by law. Any rights of use granted to the client shall be non-exclusive, non-sublicensable and non-transferable to third parties. The client's right of use shall not extend to the software source code. Under no circumstance shall the software source code be made available to the client.

Article 6: Liability, indemnity

6.1 The total liability/payments under or in connection with this agreement due by Vinson, for instance due to an attributable failure to perform the agreement, or due to any other reason, explicitly including: any failure to comply with a guarantee obligation agreed with the client, an indemnification obligation and the obligation to undo the prestation (prestatie) which is received by Vinson in case the contract is (partially or fully) set aside by virtue of article 6:265 in conjunction with article 271 of Book 6 of the Dutch Civil Code, shall be limited to compensation of the direct damage or loss not exceeding the total amount of the fees invoiced under the agreement by Vinson to the client (excluding VAT and amounts invoiced by Vinson to the client for third party services, for instance CDN services) in the respective book year (boekjaar) (starting January 1st) and paid by the client. The total liability of Vinson, for any reason whatsoever, shall, however, under no circumstances exceed € 50.000,- (fifty thousand euro).

6.2 The liability of Vinson for indirect damage or loss, for instance resulting loss, loss of profit, loss of savings, reduced goodwill or loss in connection with the use of items, shall be excluded. The liability of Vinson due to the scrambling, destruction or loss of data or documents shall also be excluded.

6.3 Under no circumstances shall Vinson be obliged to recover scrambled or lost data.

6.4 The exclusions and restrictions in this article shall no longer apply if and in so far as the loss is the result of intentional acts or deliberate recklessness on the part of Vinson's management.

6.5 The exclusions and restrictions in this article also apply in case of a failure by Vinson to comply with a guarantee obligation.

Article 7: Processing of data

7.1 Responsibility for the data provided by the client that is used or processed through the use of the service/software rest with the client. The client shall guarantee Vinson that this data or the use of this data is not illegal and does not infringe the rights of third parties. The client shall indemnify Vinson against any claims by thirds parties in relation to this data.

7.2 The client shall indemnify Vinson against any claims by individuals whose personal data is processed or recorded in connection with a register of personal data maintained by the client or for which the client is responsible.

7.3 With the aim of avoiding any liability vis-à-vis third parties, Vinson shall at all times be entitled to take measures in relation to acts or omissions by the client. The client shall be obliged to remove information immediately on the first written request of Vinson. If it fails to do so, Vinson shall be entitled to remove the information or prevent access to this information at its own discretion.

Article 8: Force majeure

8.1 Neither of the parties shall be obliged to meet any obligations, including any guarantee obligation agreed between the parties, if it is prevented from doing so as a result of force majeure. Force majeure shall also include: failure by secondary suppliers / third parties engaged by Vinson (for instance Apple, Microsoft, Google), viruses, denial of service attacks

and other malicious conduct, utility and network connectivity failures, or any other cause of service unavailability that was outside Vinson's reasonable control.

8.2   If a situation of force majeure lasts for longer than 90 days, either of the parties shall be entitled to terminate the agreement in writing. The services already performed shall then be settled on a pro rata basis, and the parties shall not owe one another any other amounts.

Article 9: Additional work

9.1   If Vinson has carried out work or performed other services that fall outside of the content or scope of the agreed work at the request or with the prior consent of the client, such work or services shall be paid for by the client in accordance with the agreed rates. If no rates have been agreed, Vinson's standard rates shall apply.

Article 10: Confidentiality and taking over of personnel

10.1   The parties will mutually observe strict confidentiality with respect to all data and information concerning the parties, which is disclosed in connection to the contract and of which the confidentiality is or should be known.

10.2   Each party will refrain from engaging employees of the other party either directly or indirectly, without permission of the other party, during the term of the contract and a period of one year after the termination of the contract.

Article 11: (Interim) End of Contract

11.1   Either of the parties is entitled to terminate the agreement in part or in full, with immediate effect if the other party is in liquidation, is adjudicated bankrupt or placed under receivership, is granted a moratorium of payments, provisionally or otherwise, if the other party's company is wound up or terminated for reasons other than reconstruction or the merger of companies.

Article 12: Applicable law, competent court

12.1   Only the law of the Kingdom of the Netherlands ("Dutch law") is applicable to every offer and every contract and to all disputes relating to those.

12.2   All disputes arising from these legal relationships will be exclusively submitted to the competent sector of the Court of Noord-Holland, location Alkmaar, The Netherlands.