GENERAL TERMS AND CONDITIONS
VECOS AUSTRALIA PTY. LTD.

ARTICLE I. GENERAL.

This Article I of these Vecos General Terms and Conditions (these "**General Terms and Conditions**") applies to all Agreements (as defined below).

Section 1. Definitions.

In these General Terms and Conditions, the following terms have the following meanings, unless indicated otherwise or required by the context:

a. "**Agreement**" means an agreement, quotation, or Order between Vecos and the Customer (as amended or restated from time to time);

b. "**Customer**" means the entity ("**Person**") with whom Vecos enters into an Agreement;

c. "**Order**" means a written order from Customer to Vecos for the provision of goods or services;

d. "**Vecos**" means Vecos Australia Pty. Ltd., with ABN 59 686 043 701 and registered address at Level 35, 477 Collins Street, Melbourne, VIC 3000, Australia;

e. "**Writing**" or "**written**" means an expression of words, letters, characters, numbers, symbols, figures, or other textual information that is inscribed on a tangible medium or that is stored in an electronic or other medium that is retrievable in a perceivable form. Unless the context otherwise requires, the term includes stored or transmitted electronic data, electronic transmissions (including email), and reproductions of writings; and

f. "**Articles**," "**sections**," and "**subsections**" means articles, sections, and subsections of these General Terms and Conditions.

Section 2. General.

2.1 These General Terms and Conditions apply to every Agreement that provides that these General Terms and Conditions apply. In such case, a reference to the Agreement in these General Terms and Conditions means the Agreement including these General Terms and Conditions.

2.2 These General Terms and Conditions prevail over any terms or conditions contained in, and expressly exclude, any of the Customer's terms and conditions or any other document issued by the Customer in connection with the Agreement. The applicability of general terms and conditions of Customer are hereby explicitly rejected.

2.3 If one or more provisions in the Agreement or these General Terms and Conditions are illegal, invalid, or unenforceable, then the other provisions of the Agreement and these General Terms and Conditions remain fully legal, valid, and enforceable. Vecos and the Customer subsequently will enter into good faith negotiations in order to agree on new provisions as replacements for the illegal, invalid, or unenforceable provisions, in which case and as far as possible the objective and the purpose of the original provisions are to be observed.

Section 3. Agreements.

3.1 Agreements do not become binding until written signature or written confirmation by Vecos.

3.2 Supplements or amendments to these General Terms and Conditions or other amendments or supplements to the Agreement will not become binding until written signature or written confirmation by Vecos.

Section 4. Quotations and offers.

4.1 All quotations, offers, price lists, delivery periods, etc. by Vecos are without engagement, unless they hold a term for acceptance.

4.2 All prices are exclusive of any goods and services tax (GST) and any other sales, use, tax and other levies that are imposed by the government and are in Australian Dollars (AUD).

4.3 Should the acceptance deviate from the quotation included in the offer, then Vecos is not bound to it. The agreement then does not come about in accordance with this deviated acceptance.

4.4 A compound quotation does not oblige Vecos to carry out a part of the Agreement at a corresponding part of the quoted price.

4.5 Quotations or offers do not automatically apply to future Agreements.

4.6 Apparent errors or mistakes on the website and in brochures or publications of Vecos do not bind Vecos.

Section 5. Price changes.

5.1 In case of an Agreement in which there is a matter of recurring amounts falling due, payable by the Customer, Vecos is entitled by means of a written notification to Customer of at least 3 months to adjust the current prices and rates.

5.2 Vecos is entitled in all cases to adjust the agreed prices and rates by means of a written notification to the Customer for achievements that, according to the planning concerned c.q. according to the Agreement, will be delivered at a point in time that is at least 3 months after the date of this notification.

5.3 If the Customer does not wish to agree to an adjustment of prices and rates made known by Vecos as described in subsection 5.1 or subsection 5.2, then the Customer is entitled, within 7 business days after the notification described in subsection 5.1 or subsection 5.2, as applicable, to terminate the Agreement in writing against the date mentioned in the notification by Vecos on which the price adjustment or the rate adjustment would become effective. The Customer is not entitled to termination if the authority for increase of a rate or the price results from an authority in pursuance to the law or is otherwise authorized by the Agreement.

Section 6. Confidentiality and non-hire clause.

6.1 Vecos or the Customer (as the "**Disclosing Party**") may disclose or make available to the other party (as the "**Receiving Party**") information about its business affairs, products, services, confidentiality intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media (collectively, "**Confidential Information**"). To constitute Confidential Information, information must be (a) marked as confidential, (b) identified orally as confidential, with such identification promptly followed up in writing, or (c) of such nature that a reasonable person would recognize that it is intended to be confidential.

6.2 Confidential Information shall not include information that (a) is or becomes generally available to the public other than as a result of, directly or indirectly, any breach of this Section 6 by the Receiving Party or its representatives; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Receiving Party before being disclosed by or on behalf of the Disclosing Party and is not subject to any obligation of confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, as demonstrated by reasonable and tangible evidence, of any of the Disclosing Party's Confidential Information.

6.3 The Receiving Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under the Agreement; and (c) not disclose any such Confidential Information to any third party, except to the Receiving Party's representatives and affiliates who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement.

6.4 Each party shall be responsible for any breach of this Section 6 caused by any of its representatives.

6.5 The Receiving Party may disclose the Disclosing Party's Confidential Information under applicable federal, state, or local law or regulation or a valid order issued by a court or governmental agency of competent jurisdiction, provided that the Receiving Party shall first make commercially reasonable efforts to provide the Disclosing Party with (a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; or (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

6.6 On the expiration or termination of the Agreement or at the earlier written request of the Disclosing Party, the Receiving Party shall promptly return, and shall require its representatives to return, to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party's Confidential Information or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed (save for copies in the usual course of back-ups or archiving of a computer system, or otherwise not readily and reasonably retrievable from a computer system).

6.7 In addition to all other remedies available at law, the Disclosing Party may seek equitable relief (including injunctive relief) against the Receiving Party and its representatives to prevent the breach or threatened breach of this Section 6 and to secure its enforcement.

6.8 Each of the parties will, during the term of the Agreement as well as one year after the expiration or termination thereof, only after proper professional consultation with the other party has taken place, take on employees from the other party that were involved with the performance of the Agreement or will have them carry out work for them otherwise, directly or indirectly.

6.9 The provisions of this Section 6 survive any expiration or termination of the applicable Agreement.

Section 7. Rights of intellectual and industrial property.

7.1 All rights of intellectual or industrial property pertaining to all software, devices or other materials such as analyses, designs, documentation, reports, offers, as well as preliminary material thereof, developed or made available pursuant to the Agreement rest solely with Vecos or its licensors. The Customer acquires solely the rights of use that are awarded pursuant to these General Terms and Conditions or explicitly in writing otherwise, and the Customer will not multiply the software or other materials or make copies thereof.

7.2 The Customer is aware of the fact that the software, devices and other materials made available to Customer contain confidential information and industrial secrets of Vecos or its licensors. The Customer commits itself, without prejudice to the provisions in Section 6, to keep confidential this software, devices and materials, not to disclose or allow use to third parties and only to use for the purpose that they were made available to Customer. Also included in third parties are all persons working in the organization of the Customer who do not necessarily need to use the software, the devices and/or other materials.

7.3 The Customer is not permitted to remove or alter any indication concerning copyrights, trademarks, trade names or other rights of intellectual or industrial property from the software, devices or materials, including indications concerning the confidential nature and secrecy of the software.

7.4 Vecos is permitted to take technical measures for protection of the software. If Vecos has protected the software by means of technical measures, the

Customer may not remove this protection or avoid it. If the security measures result in Customer not being able to make a reserve copy of the software, then Vecos will make available a reserve copy of the software on request of the Customer.

7.5 Except where Vecos makes available a reserve copy of the software to the Customer, the Customer has the right to make one reserve copy of the software. "Reserve copy" means in these General Terms and Conditions: a material object on which the software is recorded, solely for the replacement of the original specimen of the software in case of involuntary loss of property or damage. The reserve copy needs to be an identical copy and at all times to be provided with the same labels and indications as the original specimen.

7.6 If the Customer develops software or a third party develops software for Customer or if the Customer intends to do so and he needs information with reference to the interoperability of the software to be developed and the software that was made available to Customer by Vecos in order to realize this interoperability, then the Customer will request the necessary information from Vecos in writing. Vecos will in that case within a reasonable period of time communicate whether the Customer may dispose of the requested information and on which conditions, including also financial conditions and conditions with respect to the possible third parties to be called in by the Customer. In these General Terms and Conditions, interoperability shall be understood to mean: the ability of software to exchange information with other components of a computer system and/or software and to communicate by means of this information.

7.7 In compliance with the other provisions in these General Terms and Conditions, the Customer is entitled to rectification of errors in the software made available to Customer, should this be necessary from the nature of the software's intended use. Wherever in these General Terms and Conditions there is a question of rights or obligations with regard to errors, errors shall be understood to mean: not complying with the functional specifications made available by Vecos in writing and, in case of the development of customized software, to the explicitly agreed functional specifications. There is only a question of an error if this error can be proven and can be reproduced. The Customer is required to immediately notify Vecos of errors.

7.8 Vecos will indemnify the Customer against any legal claim by a third party which is based on the allegation that software, devices or materials developed by Vecos itself violated or violate an intellectual or industrial property right under Australian law, under the condition that the Customer informs Vecos immediately in writing of the existence and the contents of the legal claim and grants control of the case, including reaching possible understandings, fully to Vecos. The Customer shall for that purpose provide powers of attorney, information and cooperation to Vecos in order to, if necessary in the name of the Customer, defend the Customer against these legal actions. This obligation to indemnify becomes void if and as far as the violation concerned is connected with modifications that the Customer made in the software, devices or materials or has had made by third parties.

7.9 If it is judicially established that the software, devices or materials developed by Vecos itself violated or violates any right of intellectual or industrial property belonging to a third party under Australian law or if in the opinion of Vecos there is a substantial chance that such a violation may occur, in that case Vecos will take back the delivered goods against crediting of the acquisition costs after deduction of a reasonable user compensation, or see to it that the Customer can continue to use the delivered goods, or functionally equivalent other software, devices or materials undisturbed. Any other or further liability or indemnity obligation by Vecos for violations of rights of intellectual or industrial property of third parties is excluded, including liability and indemnity obligations of Vecos for violations that are caused by using the delivered devices, software and/or materials in a form, not modified by Vecos, in connection with properties or software that are not delivered or provided by Vecos or in any other way than for which the devices, software and/or materials are developed or intended.

7.10 The Customer guarantees that no rights of third parties will be violated by Customer making available to Vecos devices, software or materials with the purpose of use or adaptation, and the Customer will indemnify Vecos against any claim which is based on the allegation that making available, using or adapting as such violates any right of third parties.

7.11 So long as no further arrangements have been made on this matter, Vecos has the freedom to use the delivered goods for its own publicity or promotion.

7.12 The provisions of this Section 7 survive any expiration or termination of the applicable Agreement.

Section 8. Performance of the Agreement.

8.1 All obligations of Vecos resulting from the Agreement are obligations to perform to the best of its ability.

8.2 Vecos shall perform its obligations under the Agreement to the best of its knowledge and ability and in a good and workmanlike manner, based on the current state of knowledge.

8.3 If and as far as a proper performance of the Agreement requires this, Vecos has the right to have certain activities carried out by third parties.

8.4 Vecos is only bound to further performance of the Agreement if the Customer has provided the details and information required by Vecos, in the form and in the manner required by Vecos.

8.5 Vecos is entitled at all times to block the access to the product temporarily without previous notification or to disconnect certain functions of the product temporarily, as far as this is necessary for maintenance or carrying out necessary updates or improvements of the product. The Customer has no right to damages from Vecos if the temporary unavailability of the product. Vecos makes an effort

in these cases to limit the inconvenience to a minimum and shall seek to inform the Customer in a timely manner.

Section 9. Amendment of the Agreement.

9.1 If it appears during the performance of the Agreement that it is necessary for proper performance to amend or supplement the Agreement, the parties will timely and by mutual Agreement adjust the Agreement accordingly.

9.2 If the parties agree that the Agreement is amended or supplemented, the moment of completion of the performance can be affected or delayed by this. Vecos shall inform the Customer of this as soon as possible.

9.3 If the amendment of or the supplement to the Agreement should have financial and/or qualitative implications, then Vecos will inform the Customer beforehand of these implications.

Section 10. Obligations of the Customer.

10.1 The Customer must timely supply Vecos with all details, devices and spaces that Vecos indicates are necessary for the performance of the Agreement by Vecos.

10.2 If the Customer makes available software, telecommunications facilities, websites, materials, databases or data on a data carrier to Vecos, then they will comply with the specifications stipulated by Vecos. Vecos shall not be liable for damages or costs owing to transmission errors, breakdowns or non-availability of these software, facilities, websites, materials, databases or data, unless the Customer proves that these damages or costs are the direct consequence of the intentional misconduct or gross negligence of Vecos.

10.3 The Customer is responsible for the proper functioning of Customer's devices that are used for the approach and the use of the product. The Customer is responsible for the use and the application in Customer's organization of the devices, software and the services to be rendered by Vecos as well as for checking procedures and security procedures and an effective system management.

10.4 If for the performance of the Agreement necessary details are not, not timely or not in compliance with the arrangements available to Vecos or if the Customer does not comply with Customer's obligations otherwise, then Vecos in any case has the right to postpone the performance of the Agreement and the right to charge the costs arising from this according to Vecos' usual rates.

10.5 In the case that employees from Vecos carry out activities on the location of the Customer, then the Customer shall provide, free of charge, for those employees to have the desired facilities, including, for example, a work space with telecommunication facilities. The Customer shall indemnify Vecos from claims by third parties, including employees of Vecos, who sustain damage in connection with the performance of the Agreement, which is the result of actions or omissions of the Customer or of unsafe situations in the Customer's facilities.

10.6 The Customer must inform Vecos immediately about facts and circumstances that may be of importance in connection with the performance of the Agreement.

10.7 The Customer must refrain from behavior that makes it difficult or impossible for Vecos to carry out its obligations under the Agreement properly.

Section 11. Delivery and time of delivery.

11.1 The delivery times stated by Vecos are estimates only.

11.2 In the case that a delivery time agreed by Vecos with the Customer is exceeded as a result of an occurrence that is actually beyond Vecos' control, as further described in Section 15, then the delivery time shall automatically be extended until such occurrence is no longer present.

11.3 The Customer is obligated to accept the delivered products. If the Customer refuses delivered products, then the resulting costs will be at the Customer's expense.

11.4 Any shipping costs or transport costs will be at the Customer's expense.

Section 12. Risk transfer.

The risk of loss or damage of products that are subject of the Agreement transfers to the Customer at the moment when these are delivered to the Customer or a third party designated by the Customer.

Section 13. Retention of title, specification and retention.

13.1 All products delivered by Vecos, including, without limitation, any designs, sketches, drawings, films, software, or files (electronic or otherwise), remain the property of Vecos until the Customer has satisfied all obligations from all Agreements entered into with Vecos, including, without limitation, payment of all applicable fees and expenses.

13.2 If the Customer partly forms new goods from Vecos delivered goods, then the Customer only forms this good for Vecos and the Customer keeps the newly formed good for Vecos until the Customer has paid all amounts due on account of the Agreement. In that case Vecos has all rights as owner of the newly formed goods until the moment of payment in full by the Customer.

13.3 The Customer is not authorized to pledge the properties delivered under retention of title nor to encumber them on any other way.

13.4 If third parties seize the properties delivered under retention of title or wish to establish or enforce rights thereon, then the Customer is obliged to inform Vecos about this as soon as reasonably can be expected.

13.5 The Customer commits to insure the properties delivered under the retention of title and to keep them insured against fire, explosion, and water

damage as well as against theft and to grant inspection at first request of the policy of this insurance.

13.6 In the case that Vecos wishes to exercise its rights to goods as mentioned in this Section 13, the Customer hereby gives its unconditional and irrevocable consent to Vecos or to third parties to be designated by Vecos to enter all places where the properties of Vecos are located and to take back those properties.

13.7 Vecos can retain as part of the Agreement received or generated properties, products, property rights, rights to goods, details, documents, of data bases, in spite of an existing obligation for handing over, until the Customer has paid all amounts due to Vecos.

Section 14. Limitations of Liability.

14.1 EXCEPT IN THE EVENT OF VECOS' GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, IN NO EVENT SHALL VECOS BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, LOST DATA, OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT VECOS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

14.2 EXCEPT IN THE EVENT OF VECOS' GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, IN NO EVENT SHALL VECOS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO VECOS (I) UNDER THE ORDER PURSUANT TO WHICH THE EVENT AROSE THAT GAVE RISE TO THE LIABILITY; AND (II) IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING SUCH EVENT.

14.3 THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN SUBSECTIONS 14.1 AND 14.2 SHALL APPLY EVEN IF THE CUSTOMER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

14.4 Vecos is not liable for damage, of whatever nature, arising out of incorrect and/or incomplete details supplied by the Customer.

14.5 Vecos is not liable for damage, of whatever nature, arising out of an action or omission by the Customer or by third parties on behalf of the Customer.

14.6 Vecos is not liable for damage, of whatever nature, arising out of the Customer's failure to fulfill its obligations under the Agreement or the law.

14.7 The use of the product is at the risk of the Customer. Vecos does not in any way guarantee the suitability of the product for whichever purpose or use.

14.8 In no case shall Vecos be liable for damage arising out of the product being used by the Customer for a purpose other than the purpose for which it was intended.

14.9 Vecos is not liable for damage, of whatever nature, if the Customer or a third party makes changes to the product delivered and/or installed by Vecos.

14.10 Vecos is not liable for damage, of whatever nature, which has arisen because Customer data have been lost during activities of Vecos. The Customer needs to ensure a back-up of Customer's data.

14.11 Vecos is never liable for damage or costs because of transmission errors, disruptions or non-availability of software and/or databases and/or other computer facilities.

14.12 Vecos does not accept liability for material, which is delivered by a supplier of Vecos. In that case, the Customer needs to call upon the supplier concerned directly.

14.13 Vecos accepts no liability whatsoever if, against the advice of Vecos, the Customer demands that certain activities take place.

14.14 Vecos is never liable for any damage whatsoever of whatever nature sustained by the Customer relating to the functioning or non-functioning of software and/or devices of the Customer.

14.15 The Customer shall indemnify Vecos against all liabilities of third parties due to product liability as a result of a fault in a product or system that was delivered to a third party and that also consisted of devices, software or other materials, delivered by Vecos, except if and as far as the Customer proves that the damage is caused by those devices, software or other materials.

14.16 The provisions of this Section 14 survive any expiration or termination of the applicable Agreement.

Section 15. Force majeure.

15.1 Vecos shall not be liable or responsible to the Customer, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond Vecos' control, including, without limitation, the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, quarantines, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes, or blockades in effect on or after the date of the Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) any other events or circumstances beyond the control of Vecos.

15.2 Vecos shall give notice to the Customer, stating the period of time the occurrence is expected to continue. Vecos shall use diligent efforts to end the

failure or delay and ensure the effects of such Force Majeure Event are minimized. Vecos shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that Vecos' failure or delay remains uncured for a period of thirty (30) days following the written notice given by it under this Section 15.2, either party may thereafter terminate this Agreement upon thirty (30) days' written notice. The Customer shall pay Vecos for all amounts due through the date of termination.

Section 16. Payment.

16.1 Invoices will be paid by the Customer pursuant to the payment conditions stated on the offer. Complaints with respect to an invoice need to be reported within 14 days after the invoice date in writing to Vecos; otherwise, the Customer shall be deemed to have accepted the validity of such invoice.

16.2 Where the Agreement contains no payment terms, the Customer will observe the following payment schedule:

a. 50% of the total amount shall be paid at the time of the Order; this needs to be received before Vecos starts activities or delivers goods/materials;

b. 40% of the total amount shall be paid at the time of shipment; and

c. 10% of the total amount shall be paid within 14 days after delivery and installation.

16.3 If the Customer fails to make any payment when due, then the Customer shall be in default of the Agreement. All outstanding amounts will then bear interest at the lesser of 1.5% per month or the highest rate permitted by law. The interest will be calculated from the moment that the Customer is in default until the moment of payment of the full amount. If the Customer, after demand and notice of default, fails to pay the amount outstanding, then Vecos can pursue any remedies available to it, and the Customer shall be obligated to reimburse Vecos the costs and expenses incurred in conducting any suit, action, or proceeding, including, without limitation, reasonable attorneys' fees and expenses and court costs, even if not recoverable by law.

16.4 In case of liquidation, bankruptcy, seizure or suspension of payment of the Customer, the claims of Vecos against the Customer are forthwith due and payable.

16.5 Payments made by the Customer will be applied to invoices that are outstanding for the longest time, unless the Customer explicitly states in writing with payment that the payment refers to a later invoice.

Section 17. Termination.

17.1 The term of the Agreement is the term set forth in the Agreement. If no term is set forth in the Agreement, the term of the Agreement continues until completion of the applicable services and/or delivery of the applicable products, unless and until terminated as provided in subsection 17.2.

17.2 The Agreement may be terminated before the expiration of the term on written notice: (a) by Vecos, if the Customer fails to pay any amount when due; (b) by either party, if the other party materially breaches any provision of the Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within 30 days after the breaching party's receipt of written notice of such breach; or (c) by Vecos, if the Customer (i) becomes insolvent, (ii) is generally unable to pay, or fails to pay, its debts as they become due, (iii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (iv) makes or seeks to make a general assignment for the benefit of its creditors, or (v) applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property or business.

17.3 The expiration or termination of the Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including, without limitation, any payment and delivery obligation, that: (a) has already accrued under the Agreement; (b) comes into effect due to the expiration or termination of the Agreement; or (c) otherwise survives the expiration or termination of this Agreement. The party terminating this Agreement or, in the case of the expiration of this Agreement, each party shall not be liable to the other party for any damage of any kind (whether direct or indirect) incurred by the other party by reason of the expiration or termination of the Agreement. Following the expiration or termination of the Agreement, Vecos shall invoice the Customer for any outstanding amounts due and owing under the Agreement, and the Customer shall pay such amounts to Vecos in accordance with the payment terms set forth in the Agreement.

Section 18. Cancellation.

If the Customer cancels the order, then all costs incurred by Vecos, including, without limitation, development and wage costs will be charged to the Customer.

Section 19. Miscellaneous.

19.1 Vecos reserves the right to modify these General Terms and Conditions and to declare applicable the modified conditions to the existing Agreements. Vecos will communicate the modifications timely to the Customer, and the modifications become effective 30 days after written notice. If the Customer does not accept the modifications, the Customer can terminate the Agreement by written notice to Vecos, subject to any financial obligations of the Customer.

19.2 The Agreement and all related documents, including, without limitation, all exhibits attached thereto, and all matters arising out of or relating to the making or performance of the Agreement, whether sounding in contract, tort, or statute, are governed by, construed in accordance with, and enforced under the laws of the State of Victoria, Australia, without giving effect to the conflict of laws

provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Victoria, Australia. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

19.3 Any legal suit, action, or proceeding arising out of or relating to the Agreement or any services performed or products delivered by Vecos shall be instituted in any Australian court located in the state of Victoria, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

19.4 In the event that any party institutes any legal suit, action, or proceeding against the other party to enforce the covenants contained in the Agreement (or obtain any other remedy in respect of any breach of the Agreement), each party in the suit, action, or proceeding shall bear its own costs and expenses, including, without limitation, reasonable attorneys' fees and expenses and court costs.

19.5 The Agreement, together with the General Terms and Conditions and all related exhibits and schedules, constitutes the sole and entire agreement of the parties to the Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the Order, these General Terms and Conditions, and the related exhibits and schedules (other than an exception expressly set forth as such in the schedules), the statements in the Order shall control.

19.6 No waiver by any party of any of the provisions of the Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

19.7 The Customer may not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Vecos, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this subsection shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

19.8 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

19.9 The Agreement is for the sole benefit of the parties thereto and their respective successors and permitted assigns, and nothing therein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Agreement.

19.10 The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

19.11 Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer or agency relationship. Vecos shall be an independent contractor pursuant to the Agreement. Neither party shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

ARTICLE II. COMPUTER SERVICE.

The provisions of this Article II are applicable if Vecos renders services in the field of computer service (computerized data processing), which means the processing of data with the aid of software and hardware operated by Vecos. In case of conflict between what is stipulated in Article I and what is provided in this Article II, then what is provided in this Article II shall prevail.

Section 20. Duration of the Agreement.

20.1 If the Agreement refers to the provision of computer service on a periodical or other regular basis, then the Agreement is entered into for the duration agreed between parties, in the absence of which a duration of one (1) year is applicable. The right of premature termination of the Agreement by the Customer is excluded, without prejudice to the provisions in subsection 21.5.

20.2 The duration of the Agreement is automatically renewed for the duration of the original period, unless the Customer or Vecos terminates the Agreement in writing by at least three months' notice before the end of the period concerned.

Section 21. Performance of the activities.

21.1 Vecos will carry out the computer service with care in accordance to the written procedures and agreements as laid down with the Customer.

21.2 All data to be processed by Vecos will we prepared and delivered by the Customer, in accordance with the conditions set by Vecos. Unless agreed otherwise, the Customer will take to and pick up the results of the processing from the place where Vecos carries out the computer service the data that need to be processed. Transport takes place for the account and at the risk of the Customer, also if this is carried out and serviced by Vecos.

21.3 The Customer guarantees that all materials, data, software, procedures and instructions put at the disposal of Vecos by the Customer for the execution of the computer service are always right and complete and that all information bearers given to Vecos comply with the specifications of Vecos.

21.4 All hardware, software and other materials to be used by Vecos remain property or object of intellectual and industrial property of Vecos, even if the Customer pays a reimbursement for developing or purchasing thereof by Vecos. Vecos may retain the products and data and the results of the processing received from the Customer until the Customer has paid all amounts due to Vecos.

21.5 Vecos may make alterations in the contents or the extent of the computer service. If such alterations result in a change of the procedures applicable with the Customer, then Vecos will inform the Customer about this as soon as possible and the costs of this change will be at the expense of the Customer. In such a case, the Customer may terminate the Agreement in writing by cancellation against the date on which the alteration becomes effective, unless this alteration is connected with alterations in relevant legislation or other regulations given by competent authorities or if Vecos takes care of the costs of this alteration.

21.6 Vecos will make an effort, to the best of its ability, that the software used by Vecos for the execution of the computer service is adapted as far as possible to alterations in relevant legislation or other regulations given by competent authorities. If so required, Vecos will advise the Customer against their customary rates about the consequences of these adjustments for the Customers.

Section 22. Telecommunications.

22.1 If use is made of telecommunication facilities during the computer service, then the Customer is responsible for the proper choice and the timely availability thereof. Vecos is not responsible for transmission errors that cannot be attributed to Vecos.

22.2 During processing of data with use of telecommunication facilities, Vecos will allocate admission codes or identification codes to the Customer. The Customer shall treat the admission codes confidentially and only inform authorized staff members.

22.3 Vecos can in no way be held responsible for the loss of admission codes or identification codes used by the Customer. Vecos can therefore not be held responsible for the fact that unauthorized third parties make use of these log on codes of the Customer.

Section 23. Security and privacy.

23.1 Application of the Privacy Act 1988 (Cth). To the extent that either party handles Personal Information in connection with this Agreement, each party must comply with the Privacy Act 1988 (Cth) and the Australian Privacy Principles ("APPs"). References in this Section 23 to "Personal Information" have the meaning given in the Privacy Act.

23.2 Roles and Responsibility for Personal Information. The Customer and Vecos acknowledge that the Privacy Act does not distinguish between "controllers" and "processors" and that each party is responsible for ensuring its own compliance with the APPs. The Customer warrants that its collection and disclosure of Personal Information to Vecos complies with the Privacy Act, including all required notices and consents.

23.3 Use and Handling of Personal Information by Vecos. Vecos may only handle Personal Information for the purposes of providing the services or goods under this Agreement, and must not use or disclose such Personal Information for any other purpose except where required or authorised by law. Vecos must take reasonable steps to ensure that Personal Information is accurate, up-to-date and complete, to the extent it has the ability to do so.

23.4 Security Measures. Vecos must take reasonable steps to protect Personal Information from misuse, interference, loss, and from unauthorised access, modification or disclosure, consistent with APP 11. Vecos will maintain an information security program aligned to recognised industry standards (such as ISO 27001 or equivalent).

23.5 Cross-Border Disclosure. If Vecos discloses Personal Information to any recipient located outside Australia, Vecos must comply with the requirements of APP 8. This includes taking reasonable steps to ensure the overseas recipient does not breach the APPs, unless an exception under the Privacy Act applies.

23.6 Access and Correction. Vecos will provide reasonable assistance to the Customer to enable it to comply with requests by individuals to access or correct their Personal Information in accordance with APPs 12 and 13.

23.7 Data Breach Notification. Vecos must notify the Customer promptly and without undue delay upon becoming aware of an actual or suspected eligible data breach involving Personal Information handled in connection with this Agreement, and must provide the information reasonably required for the Customer to comply with the Notifiable Data Breaches (NDB) scheme under the Privacy Act.

23.8 Subcontractors. Vecos may engage subcontractors to assist in providing the services. Vecos must take reasonable steps to ensure subcontractors comply with obligations equivalent to those in this Section 23 when handling Personal Information.

23.9 Return or Disposal. Upon termination of this Agreement, and at the Customer's election, Vecos must take reasonable steps to return or securely destroy Personal Information it holds, unless retention is required or authorised by law.

Section 24. Warranty.

Unless agreed otherwise, Vecos is not responsible for checking the correctness and completeness of the results of the computer service. The Customer will check these results after receipt. Vecos does not guarantee that the computer service will be rendered faultless. If faults in the results of the processing are a direct consequence of products, software, information carriers, procedures or operating acts for which Vecos on account of the Agreement is explicitly responsible, then Vecos will repeat the computer service in order to repair these faults to the best of its abilities, provided that the data needed for repeating the computer service are still available and the Customer notifies the faults as soon as possible, but at the latest within 1 (one) week after receipt of the results, in writing and in detail to Vecos. The repetition will be carried out free of charge. If the faults are not to be attributed to Vecos, then the Customer can request Vecos to repeat the computer service, in which case Vecos will charge the costs thereof. If repair of faults that need to be attributed to Vecos is reasonably not possible, then Vecos will credit the amounts due by the Customer for the computer service concerned, without further or otherwise being liable towards the Customer.

ARTICLE III. SERVICES.

The provisions of this Article III are applicable if Vecos renders services, such as management advice and automation advice, applicability research, consultancy, schooling, courses, training, support, posting, designing or developing of software or information systems or rendering assistance thereto and service with respect to network. These provisions have no effect on the provisions incorporated in these General Terms and Conditions regarding specific services, such as computer service, the development of software, and maintenance.

Section 25. Execution.

25.1 Vecos will make an effort to the best of its ability to execute the service with care, as the occasion arises in accordance with the arrangements and procedures as laid down in writing with the Customer.

25.2 If it is agreed that the service will take place in phases, then Vecos is entitled to postpone the beginning of the services that belong to a next phase until the Customer has approved the results of the phase that preceded it.

25.3 Only if this has been explicitly agreed in writing, then Vecos is bound to comply with the timely and sound instructions of the Customer given during the execution of the service. Vecos is not obliged to comply with instructions that alter or supplement the contents or scale of the agreed service; if however such instructions are complied with, then the relevant activities will be remunerated pursuant to Section 26.

25.4 If the Agreement for service is entered into in consideration with execution by a specific person then Vecos will always be entitled to replace this person by one or more persons with the same qualifications.

Section 26. Amendments and additional work.

26.1 If Vecos has carried out activities or other performances that are beyond the contents or the scope of the agreed service, on request or with prior consent, then these activities or performances will be remunerated by the Customer to Vecos according to the customary rates of Vecos. Vecos however is not obliged to comply with such a request and may wish that for this purpose a separate Agreement is entered into in writing.

26.2 The Customer accepts that by activities or performances as meant in subsection 26.1 the agreed or expected time of completion of the service and the mutual responsibilities of the Customer and Vecos can be influenced.

26.3 As far as a fixed price is agreed for the service and parties are of the intention to enter into a separate Agreement with respect to extra activities or performances, then Vecos will inform the Customer in advance about the financial consequences of these extra activities or performances.

Section 27. Schooling, courses, and training.

27.1 As far as the service of Vecos exists of the provision of schooling, courses or training, then Vecos can always demand the relevant due payment before the commencement thereof. The consequences of a cancellation of entry to a schooling, course or training will be managed by the customary regulations at Vecos.

27.2 If the number of entries gives reason thereto in the opinion of Vecos, then Vecos is entitled to combine the schooling, course or training with one or more other schooling, courses or training or to let them take place at a later date or at a later time.

27.3 If Vecos is obliged to provide a schooling, course or training for the benefit of one or more Customers, then the agreed payment remains due if the Customer or Customers concerned are not present and remaining present at the agreed place and time for whatever reason. Absences always need to be notified as soon as possible to Vecos.

27.4 Vecos will act upon reasonable requests as much as possible to give the schooling, course or training at another time, but is never obliged to do so. Any additional costs will be charged to the Customer.

27.5 If Vecos and/or with its consent brought in third party as a result of illness or whatever other reason is/are also prevented from carrying out the agreed activities at the agreed time, then as soon as possible another time will be agreed upon in good consultation with the Customer without Vecos being due any damages.

27.6 The Customer is authorized in consultation with Vecos to appoint another participant or participants for taking part in the activity against payment of any costs of preparation or repetition of earlier activities.

27.7 Vecos is authorized to refuse a Customer who misbehaves or otherwise unreasonably interferes with a proper execution of the activity further access to said activity. The agreed payment remains fully due in that case, without prejudice to the right of Vecos to payment of any damage.

27.8 The agreed activities will be executed at a suitable place to be set by Vecos.

27.9 It is not allowed without prior consent by Vecos to make recordings in image and/or sound of a schooling, course or training.

ARTICLE IV. DEVELOPMENT OF SOFTWARE.

The provisions of this Article IV are applicable if Vecos develops software under the authority of the Customer. Article V is also applicable on this software, except as far as is deviated in this Article IV. The rights and obligations mentioned in this Article IV solely refer to computer software in a form that is readable for a data-processing machine and laid down on for such a machine readable material, as well as on the documentation belonging to it.

Section 28. Development of software.

28.1 The parties will specify in writing which software will be developed and in what way this will be done. Vecos will execute the software development with care based on data provided by the Customer, for the correctness, completeness, and consistency, which the Customer guarantees.

28.2 Vecos is entitled, but not obligated, to research the correctness, completeness, or consistency of the data or specifications that are put at its disposal and in case of detection of any faults to postpone the agreed activities until the Customer has removed the faults concerned.

28.3 Without prejudice to the provisions in Section 7, the Customer acquires the right to use the software in the Customer's company or organization only.

Section 29. Delivery, installation and acceptance.

29.1 Vecos will deliver and install the software that is to be developed to the Customer in accordance with specifications laid down in writing, the latter only if an installation to be executed by Vecos is agreed in writing.

29.2 If an acceptance test is agreed in writing, then the testing period is 14 days after delivery or, if an installation to be executed by Vecos is agreed in writing, after completion of the installation. During the testing period, the Customer is not allowed to use the software for productive or operational purposes.

29.3 The software will apply between parties as accepted:

a. if between the parties no acceptance test is agreed: at delivery or, if an installation to be executed by Vecos is agreed in writing, with the completion of the installation, or

b. if between parties an acceptance test was agreed in writing: on the first day after the testing period, or

c. if Vecos receives a testing period as meant in subsection 29.5, before the end of the testing period: at the moment that the faults, mentioned in that testing report are repaired, without prejudice to the presence of faults that do not stand in the way of acceptance, according to subsection 29.6.

Contrary to the aforementioned the software will already apply as completely accepted as from the commencement of that use, if the Customer before the moment of acceptance makes any use for productive or operational purpose.

29.4 If during execution of the agreed acceptance test it appears that the software contains mistakes that hinder the progress of the acceptance test, then the Customer will inform Vecos about this in writing and in detail, in which case the testing period will be interrupted until the time that the software is adjusted in such a way that the interference is removed.

29.5 If during the execution of the agreed acceptance test it appears that the software contains faults in the sense of subsection 7.7, then the Customer will inform Vecos at the latest on the last day of the testing period by means of a written and detailed testing report about the faults. Vecos will make an effort to the best of its ability to repair the reported faults within a reasonable term, whereby Vecos is entitled to install temporary solutions or program detours or problem-avoiding restrictions in the software.

29.6 Acceptance of the software cannot be withheld on other grounds than those that are related to the specifications that are expressly agreed between the parties and furthermore not due to the existence of small errors, being errors that do not reasonably stand in the way of operational or productive use of the software, without prejudice to the obligation of Vecos to repair these small errors in view of the warranty scheme of Section 32, if applicable.

29.7 If the software is delivered and tested in phases and/or parts, then the non-acceptance of a certain phase and/or part does not affect a possible acceptance of an earlier phase and/or part.

ARTICLE V. USE AND MAINTENANCE OF SOFTWARE.

The provisions of this Article V are applicable to all software made available by Vecos. The rights and obligations in this Article V solely refer to computer software in a form that is readable for a data-processing machine and laid down on for such a machine readable material, as well as on the documentation belonging to it, all this including any new versions to be provided by Vecos.

Section 30. Right of use.

30.1 Without prejudice to the provisions of Section 7, Vecos grants the Customer the non-exclusive right of use of the software. The Customer will always strictly observe the restrictions of use as agreed between the parties. Without prejudice to the other provisions in these General Terms and Conditions, the right of use of the Customer solely includes the right to load and implement the software.

30.2 The software can be used by the Customer solely in the Customer's own company or organization on the one processing unit and for a specified number of or kind of users or connections for which the right of use is given. Except as otherwise expressly agreed in writing, then the processing unit of the Customer on which the software was used for the first time and the number of connections that is connected to that processing unit at the moment of first use prevails as processing unit and number of connections for which the right of use is given. In case of possible failure of the aforementioned processing unit, then the software may be used for the duration of the failure on another processing unit. The right of use can refer to several processing units as far as this shows explicitly from the Agreement.

30.3 The right of use is not transferable. It is not permitted to the Customer to sell, rent, sub-license, transfer the software and the carriers on which this software is laid down or grant rights limited to this or on whatever way or for whatever purpose to put at the disposal of a third party, also not if the third party concerned uses the software solely for the benefit of the Customer. The Customer shall not alter the software other than within the framework of repairing of errors, and will not use the software in the framework of the processing of data for the benefit of third parties ("time-sharing"). The source code of the software is not put at the disposal of the Customer, unless agreed differently in writing.

30.4 The Customer will return all copies in the Customer's possession of the software to Vecos immediately after the possible termination of the right of use of the software. If parties have agreed that the Customer will destroy the copies concerned at the end of the right of use then the Customer will notify Vecos immediately in writing of such destruction.

Section 31. Delivery, installation, and acceptance.

31.1 Vecos will deliver the software on the agreed type and format information carriers to the Customer and, if an installation is agreed in writing to be executed by Vecos, install the software at the Customer.

31.2 If between the parties an acceptance test was agreed in writing, then the provisions of subsections 29.3 up to and including 29.7 are applicable mutatis mutandis.

31.3 If between the parties an acceptance test has not been agreed in writing, then the Customer accepts the software in the state in which it is at the moment of delivery, without prejudice to the obligations of Vecos in accordance with the guarantee of Section 32.

Section 32. Warranty.

32.1 During a period of 3 months after delivery, or, if an acceptance test was agreed between the parties in writing, 3 months after acceptance, then Vecos will repair to the best of its abilities any faults in the software in the sense of subsection 7.7 if these are reported within that period described in detail in writing to Vecos. Vecos does not guarantee that the software will function without interruption or faults or that all faults will be improved. The repair will be executed free of charge, unless the software is developed under authority of the Customer other than for a fixed price, in which case Vecos will charge its customary rates and costs of repair. Vecos can charge its customary rates and the costs of repair if there is a matter of user faults or improper use by the Customer or other causes, not to be attributed to Vecos , or if the faults during the execution of the agreed acceptance test could have been determined. Repair of garbled or lost data is not covered by the warranty. The warranty obligation expires if the Customer makes alterations, or has alterations made, without written consent of Vecos in the software.

32.2 Repair of faults will be executed at a location to be determined by Vecos. Vecos is entitled to introduce temporary solutions or program detours or problem-avoiding restrictions in the software.

32.3 After expiration of the warranty period as mentioned in subsection 32.1, Vecos is not bound to repair any faults, unless a maintenance agreement was entered into between parties, which includes such repair.

Section 33. Maintenance.

33.1 If a maintenance agreement is entered into for the software or if maintenance is included in the usage fee of the software, then the Customer will report detected failures in the software in detail to Vecos, in accordance with the customary procedures of Vecos. After receipt of the report Vecos will to the best of its ability, try to repair faults in the sense of subsection 7.7 and/or introduce improvements in later new versions of the software. The results will be put at the disposal of the Customer dependent on the urgency of the way and term to be determined by Vecos. Vecos is entitled to install temporary solutions or program detours or problem-avoiding restrictions in the software.

Vecos does not guarantee that the software will function without interruption or faults or that all faults will be improved.

33.2 Vecos can charge its customary rates and its costs of repair if there is a matter of usage faults or improper use or of other causes that cannot be attributed to Vecos or if the software is altered by others than Vecos. Repair of garbled or lost data is not covered by maintenance.

33.3 If a maintenance agreement is entered into, then Vecos will, in case of becoming available of improved versions of the software, make these available to the Customer. Three months after the making available of an improved version, Vecos is no longer obligated to repair any faults in the old version and to render support with respect to the relevant old version. For the making available of a version with new possibilities and functions Vecos can require from the Customer that the Customer enters into a new agreement with Vecos and that for the availability a new compensation will be paid.

33.4 If the Customer has not at the same time as entering into the Agreement for availability of the software entered into a maintenance Agreement with Vecos, then Vecos cannot be bound by the Customer to yet enter into a maintenance agreement at a later time.

Section 34. Software of suppliers of Vecos.

If and as far as Vecos makes available software of third parties to the Customer, then the conditions of those third parties, with regard to the software, will be applicable with disregard of the provisions in these General Terms and Conditions, provided that Vecos communicates this in writing to the Customer. The Customer accepts the conditions mentioned of third parties. These conditions are available for inspection by the Customer at Vecos and Vecos will send these to the Customer upon the Customer's request. If and as far as the conditions mentioned of third parties are deemed not to be applicable in the relationship between the Customer and Vecos for whatever reason, or if they are declared not applicable, then the provisions in these General Terms and Conditions apply.

ARTICLE VI. SALE OF HARDWARE.

The provisions of this Article VI are applicable if Vecos sells hardware to the Customer.

Section 35. Delivery.

35.1 The hardware sold by Vecos to the Customer will be delivered to the Customer at the Vecos warehouse. If agreed in writing, then Vecos will deliver the hardware sold by Vecos to the Customer at a place to be designated by the Customer.

35.2 Vecos will notify the Customer timely before delivery of the time on which Vecos intends to deliver the hardware.

35.3 Delivery of the hardware takes place at the agreed place of delivery against the agreed rates.

35.4 Vecos will package the hardware for delivery according to the standards that are customary with Vecos. In case the Customer desires a special way of packaging, then the related additional costs will be charged to the Customer.

35.5 The Customer will act with the packages that become available from products delivered by Vecos in a way that is in agreement with applicable government regulations. The Customer indemnifies Vecos against claims from third parties as a result of non-compliance with such regulations.

Section 36. Installation.

36.1 If agreed in writing, then Vecos will install or have installed the hardware.

36.2 In all cases, the Customer will make available before delivery of the hardware a suitable place of installation with all necessary facilities, such as cable wiring and telecommunication facilities. Vecos will, if required, submit a quotation to the Customer concerning the installation of these facilities.

36.3 The Customer will grant Vecos access for the execution of the necessary activities to the place of installation during the normal working hours of Vecos.

Section 37. Goods returned.

37.1 Without prior written consent by Vecos, Vecos is not obliged to accept goods returned by the Customer.

37.2 Taking delivery of goods returned in no way means acknowledgement by Vecos of the grounds given by the Customer for goods returned.

Section 38. Delivery, installation, and acceptance.

Vecos will make the hardware available to the Customer by delivery in accordance with the provisions of Section 35 or, if an installation to be executed by Vecos is agreed in writing, by installation of the hardware at the Customer's location. The hardware will apply between parties as accepted on the date of delivery, or, if an installation to be executed by Vecos is agreed in writing, at the date of the installation.

Section 39. Warranty.

39.1 Vecos will repair any material faults and manufacturing faults in the hardware, to the best of its ability, as well as in parts that are delivered by Vecos in the scope of warranty or maintenance, during a period of 24 months after availability, if these have been reported within that period in detailed description. All replaced parts will become property of Vecos. The warranty obligations expire if these faults are totally or partly the result of improper,

negligent, or incompetent use, external causes such as fire damage or water damage, or if the Customer makes or has made alterations in the hardware or in the parts that are delivered by Vecos in the scope of warranty or maintenance, without consent of Vecos.

39.2 Activities and costs of repair outside the scope of this warranty will be charged by Vecos in accordance with its customary rates.

Section 40. Hardware of suppliers.

If and as far as Vecos delivers hardware from third parties to the Customer, then, unless this is communicated to the Customer in writing by Vecos, with respect to that hardware the conditions of said third parties will apply, without regard to the provisions deviating from this in these General Terms and Conditions. The Customer accepts the conditions mentioned of said third parties. These conditions are available for inspection at Vecos and Vecos will send these to the Customer on request. If and as far as the conditions mentioned of third parties are deemed not to be applicable or are declared not applicable, in the relationship between the Customer and Vecos for whatever reason, then the provisions in these General Terms and Conditions apply.

ARTICLE VII. SERVICE LEVEL AGREEMENTS.

The provisions of this Article VII are applicable if Vecos and the Customer have entered into a Service Level Agreement (as defined below).

Section 41. Duration of the Service Level Agreement.

41.1. The Service Level Agreement is entered into for the duration as agreed between the parties, in the absence of which a duration of one (1) year applies.

41.2 The duration of the Service Level Agreement is automatically renewed for additional one (1) year terms, unless the Customer or Vecos terminates the Agreement in writing at least 3 months' before the end of the period concerned.

41.3 The parties are never bound to any damages as a result of termination pursuant to subsection 41.2.

Section 42. Service Level Agreement.

42.1 "**Service Level Agreement**" means an agreement involving:

a. precautionary service: the inspection, adjustment, and cleaning of the hardware, that is deemed necessary by Vecos to prevent failures;

b. corrective service: removal of failures to the hardware that have arisen during normal use of the hardware as a result of natural wear and tear and by own defaults to the hardware as well as executing the repairs that are necessary for this and the replacement of broken-down or damaged parts;

c. remote precautionary service: the checking and adjustment deemed necessary by Vecos to prevent failures by means of a connection with hardware brought about via telecommunication provision;

d. remote corrective service: diagnosing and/or removing reported failures by means of a connection with hardware brought about via telecommunication provision.

Failure in this Article VII means material noncompliance with the specifications of the hardware as made known in writing by Vecos. A failure shall be deemed to exist only if it can be proven and can be reproduced.

42.2 The service is rendered during the office hours applying at Vecos on Monday up to and including Friday with the exception of generally recognized holidays.

42.3 If service has commenced during office hours and the service staff of Vecos deems it necessary that activities will be continued beyond these hours, then the customary rates will be charged for this to the Customer. The activities will generally be continued no longer than four (4) hours beyond said office hours.

Section 43. Obligations of Vecos.

43.1 During the term of the Service Level Agreement, Vecos commits itself, to the best of its ability, to repair failures that are reported by the Customer to Vecos according to the provisions of subsection 44.2.

43.2 Vecos reserves the right to postpone its service obligations during, among other times, situations occurring at the place of the set-up of the hardware that in the opinion of Vecos bring about risks with respect to the safety or health of employees of Vecos.

43.3 Vecos will see to it that its expertise remains up-to-the-minute regarding the hardware. Vecos will record all relevant details regarding the activities carried out to the hardware and put it down in its administration. Vecos will grant inspection to the Customer at first request in the thus laid down data.

43.4 The replacement of parts takes place if this is necessary in the opinion of Vecos in order to repair or prevent failures. The parts replaced are or remain the property of Vecos.

Section 44. Service conditions and operating conditions.

44.1 The Customer can have the hardware transferred at the Customer's cost after prior written consent from Vecos.

44.2 The Customer will, immediately after the occurrence of a failure to the hardware, inform Vecos of this failure by means of a detailed description of the occurred failure drawn up by an expert employee of the Customer. The Customer is bound to grant the staff of Vecos entrance to the place of the hardware, and to render all other necessary cooperation.

44.3 At the request of Vecos, an expert employee of the Customer will be present at the service activities for consultation. The Customer has the right to be present at all activities to be performed for the benefit of the Customer.

44.4 The Customer shall make available the hardware for the benefit of abovementioned activities to Vecos.

44.5 The Customer is authorized to connect the hardware delivered in written consultation with Vecos. The costs of the research and the repair of the failures that follow from the connection of hardware, not delivered by Vecos, will be charged to the Customer.

44.6 If in the opinion of Vecos it is necessary for the service of the hardware that the connections of the hardware is tested with other systems or hardware, then the Customer will make available these other systems or connections as well as the test procedures and information carriers concerned to Vecos.

44.7 Testing material necessary for service activities that does not belong to the normal machinery and equipment needs to be made available by the Customer.

44.8 The Customer is responsible for the technical, spatial and telecommunication provisions that are necessary to make the hardware work. The service explicitly does not extend over aforementioned provisions and connections.

Section 45. Exclusions.

45.1 Activities on account of research into failures or repair of failures that follow from the incompetent use of the hardware or external causes, such as faults in communication lines or in tension provision, or links with or use of hardware, software, or materials that are not included in the Agreement, are not the obligations of Vecos on the grounds of the Service Level Agreement, and will be charged separately to the Customer against the customary rates.

45.2 Not included in the price of the Service Level Agreement are:

a. the replacement costs of parts as well as services for the repair of failures that are caused completely or partly by attempts to repair by others than Vecos or its assistance crew;

b. modifications to hardware;

c. relocation, removal, reinstallation of hardware, or activities as a result thereof.

Section 46. Rates and payment.

46.1 To the extent not specified in the Service Level Agreement, the customary basic hourly rate at Vecos applies.

46.2 The fixed price for the Service Level Agreement, increased by the value added tax owing and other levies that are imposed by the government, is payable in advance for the duration of the Service Level Agreement in accordance with the provisions of subsection 41.1, at the latest on the day of commencement of the Service Level Agreement or the day of commencement of the relevant renewal period. The aforementioned does not apply if parties have agreed otherwise in writing, concerning the period to which the advance payment refers.

46.3 The provisions of Sections 5 and 16 are in full force and effect.

46.4 Vecos is entitled in the absence of timely payment to postpone the activities mentioned in the Service Level Agreement without being bound to any compensation towards the Customer. As far as Vecos still performs service during this period on request of the Customer, then Vecos may charge a separate remuneration in accordance with its customary rates.

Section 47. Scope of application.

Service Level Agreements are only applicable for the locations specified in the SLA.

February 2023