

GENERAL TERMS AND CONDITIONS

VECOS EUROPE B.V.

Article 1 Definitions

In these general terms and conditions, the following terms in the following meaning will be used, unless indicated otherwise or if proven differently from the context:

- a. Vecos: the user of these general terms and conditions: Vecos Europe B.V., established at Esp 237 in Eindhoven, registered with the Chamber of Commerce under KvK number 17.08.49.83;
- b. customer: the natural person or legal person with whom Vecos enters into an agreement;
- c. agreement: every agreement that comes about between Vecos and the customer, each amendment or supplement on this agreement, as well as (legal) acts in preparation and for the execution of said agreement.

Article 2 General

- 2.1 These general terms and conditions apply to every agreement between Vecos and the customer on which Vecos has stated to apply these general terms and conditions, in so far as not is deviated by parties from these terms and conditions expressly and in writing or electronically (by e-mail).
- 2.2 The present terms and conditions are also applicable to all agreements with Vecos for the execution of which third parties need to be involved.
- 2.3 The applicability of possible purchase conditions or other conditions of the customer is expressly declined.
- 2.4 Should one or more stipulations in these general terms and conditions be null and void or need to be rendered null and void, then the other stipulations of these general terms and conditions remain fully applicable. Vecos and the customer subsequently will enter into negotiations in order to agree on new stipulations as replacement for the null and void c.q. annulled stipulations, whereby in case of and as far as possible the objective and the purpose of the original stipulation is observed.

Article 3 Agreements

- 3.1 Agreements become binding not until written confirmation by Vecos.
- 3.2 Supplements or amendments to the general terms and conditions or otherwise amendments or supplements on the agreement will become binding not until written confirmation by Vecos.

Article 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 value added tax (VAT) and other levies that are imposed by the government and are in Euro.
- 4.3 Should the acceptance (on minor points) 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.

Article 5 Price changes

- 5.1 In case of an agreement in which there is a matter of recurring amounts fallen due, payable by the customer, Vecos is entitled by means of a written notification on a term 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 meant in paragraphs 1 and 2 of this article, then the customer is entitled, within 7 working days after the notification meant in these paragraphs, 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, or to dissolve the agreement. The customer is not entitled to dissolution if the authority for increase of a rate or the price results from an authority in pursuance to the law.

Article 6 Confidentiality and non-acquisition clause

- 6.1 Both parties are obliged to confidentiality of all confidential information they have acquired in within the framework of their agreement from each other or from any other source. Information is observed as confidential if this was communicated by the other party or if this results from the nature of the information. The party receiving the confidential information shall only use this information for the purpose for which this information is given.
- 6.2 If, on the grounds of a statutory provision or a judicial ruling, Vecos is bound to also supply confidential information to third parties, designated by the law or the authorized court, and if Vecos can not rely on a legal or by the authorized court acknowledged or allowed right to refuse to give evidence in the case, then Vecos is not bound to damages or compensation and the customer is not entitled to dissolution of the agreement on the grounds of any damage, resulting from this.
- 6.3 Each of the parties will during the term of the agreement as well as one year after 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 execution of the agreement or will have them carry out work for them otherwise, directly or indirectly.

Article 7 Rights of intellectual and industrial property

- 7.1 All rights of intellectual or industrial property on all pursuant to the agreement developed or made available software, devices or other materials such as analyses, designs, documentation, reports, offers, as well as preliminary material thereof, rest solely with Vecos or its licensors. The customer acquires solely the rights of use and authorities that are awarded with these general terms and conditions or explicitly otherwise and for the remainder he will not multiply the software or other materials or make copies thereof.
- 7.2 The customer is aware of the fact that the made available software, devices and other materials contain confidential information and industrial secrets of Vecos or its licensors. The customer commits himself, without prejudice to the provisions in article 6 of these general terms and conditions, 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 him. 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 It is not permitted to the customer 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 It is permitted to Vecos to take technical measures for protection of the software. If Vecos has protected the software by means of technical measures, it is not permitted to the customer to remove this protection or to avoid it. If the security measures result in the fact that the customer is not 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 for the case that Vecos makes available a reserve copy of the software to the customer, the customer has the right to keep c.q. make one reserve copy of the software. By reserve copy is meant 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 him or if the customer is of the intention 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 him by Vecos in order to realize this interoperability, then the customer will request Vecos in writing and detailed for the necessary information. Vecos will in that case within reasonable term 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 these other stipulations in these general terms and conditions the customer is entitled to rectification of errors in the software made available to him, should this be necessary for the from the nature of the software resulting intended use thereof. 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 by Vecos made known in writing functional specifications 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 bound to make mention of errors immediately to Vecos.
- 7.8 Vecos will indemnify the customer against any legal claim which is based on the allegation that software, devices or materials developed by Vecos itself violated/ violates an intellectual or industrial property right under Dutch law, under the condition that the customer informs Vecos immediately in writing on the existence and the contents of the legal claim and leaving the settlement of the case, including reaching possible understandings, fully to Vecos. The customer shall for that purpose grant powers of attorney, information and cooperation to Vecos in order to, if necessary in the name of the customer, defend himself against these legal actions. This obligation to indemnity 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/ violates on any right of intellectual or industrial property belonging to a third party or if in the opinion of Vecos there is a ready 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 functional 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 on 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 resist making available to Vecos of devices, software or materials with the purpose of use or adaptation and the customer will indemnify Vecos against any act 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.

Article 8 Execution of the agreement

8.1 All obligations of Vecos resulting from the agreement are obligations to perform to the best of their abilities.

8.2 Vecos shall execute the agreement to the best of its knowledge and ability and in compliance with the requirements of good craftsmanship. All this on the basis of the at that moment known state of the knowledge.

8.3 If and as far as a proper execution 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) execution of the agreement if the customer has provided the details and information required by Vecos, in the form and in the way as 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/improvements of the product. The customer has no right to damages from Vecos if the temporary unavailability of the product is not unreasonably long. Vecos makes an effort in these cases to limit the inconvenience to an absolute minimum and shall – if possible – inform the customer timely.

Article 9 Amendment of the agreement

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

9.2 If parties agree that the agreement is amended or supplemented, the moment of completion of the execution can be influenced by this. Vecos shall inform the customer of this as soon as possible.

9.3 If the amendment of or the supplement on the agreement should have financial and/or qualitative implications then Vecos will inform the customer beforehand of these implications.

Article 10 Obligations of the customer

10.1 The customer sees to it that all details, devices and spaces of which Vecos indicates that these are necessary or of which the customer needs to understand in fairness that these are necessary for the execution of the agreement, will be timely supplied to 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 is never liable for damage or costs owing to transmission errors, breakdowns or non-availability of these facilities, unless the customer proves that this damage or costs are the consequence of intent or gross negligence by Vecos.

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

10.4 If for the execution 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 his obligations otherwise, then Vecos in any case has the right to postponement of the execution of the agreement and the right to charge the costs arising from this according to her 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 in reasonableness the desired facilities, such as – if applicable – a work space with telecommunication facilities etc. The customer shall indemnify Vecos from claims by third parties, including employees of Vecos, who sustain damage in connection with the execution of the agreement, which is the result of actions or omissions of the customer or of unsafe situations in his organization.

10.6 The customer is bound to inform Vecos immediately about facts and circumstances that may be of importance in connection with the execution of the agreement.

10.7 The customer needs to refrain from behavior, which makes it impossible for Vecos to carry out the agreement properly.

Article 11 Delivery and time of delivery

11.1 The delivery times stated by Vecos are not to be considered as deadline.

11.2 In a case where any term of delivery, either offered or confirmed, is exceeded, blame can only be put on Vecos for as far as such an exceeding can be attributed to her doings/omissions.

11.3 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 her control and cannot be attributed to her doings/omissions or as a result of an occurrence, as further described in article 15 of these general terms and conditions, then this term is automatically extended by the period that is exceeded as a result of such an occurrence.

11.4 The customer is obliged to accept the delivered products. If the customer is at default with this then the resulting costs will be brought to his expense.

11.5 Any shipping costs or transport costs will be brought to the expense of the customer separately.

Article 12 Risk transfer

The risk of loss or damage of products that are subject of the agreement, transfers to the customer at the moment where these are delivered to the customer legally and/or actually and with that brought to the power of the customer or of third parties to be designated by the customer.

Article 13 Retention of title, specification and retention

13.1 All products delivered by Vecos, including also any designs, sketches, drawings, films, software, (electronic) files, etc. remain property of Vecos until the customer has met all obligations from all agreements entered into with Vecos.

13.2 If the customer (partly) forms a new property from the by Vecos delivered property, then the customer only forms this property for Vecos and the customer keeps the newly formed property 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 property 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 himself 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 her property rights as mentioned in this article, the customer gives already now unconditional and irrevocable consent to Vecos or to third parties to be designated by her 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, details, documents, data bases, in spite of an existing obligation for handing over, until the customer has paid all amounts due to Vecos.

Article 14 Liability

14.1 Vecos accepts legal obligations for damages as far as this proves from this article.

14.2 Vecos is not liable for damage, of whatever nature, because Vecos started from the incorrect and/or incomplete details supplied by the customer, unless this incorrectness or incompleteness should have been known to Vecos.

14.3 Vecos is not liable for damage with the customer or third parties that is the consequence of an action or omission by the customer or by third parties called in by the customer.

14.4 Vecos is not liable for damage of whatever nature that is caused by fact that the customer did not fulfill his obligations that follow from the agreement, these general terms and conditions or from the law.

14.5 The use of the product takes place for the account and the risk of the customer. Vecos does not in any way guarantee the suitability of the product for whichever purpose or use.

14.6 In no case Vecos is liable for damage that is arisen or caused because the product is used by the customer for another purpose than to which purpose it was purchased.

14.7 If the customer or a third party makes amendments in the product, delivered and/or installed by Vecos, then Vecos excludes all liability with respect to the functioning and possible (consequential) damage.

14.8 Vecos is not liable for damage, which has arisen because customer data have been lost during activities of Vecos. The customer needs to ensure a backup of his data himself.

14.9 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.

14.10 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.

14.11 Vecos accepts no liability whatsoever if, against the advice of Vecos, the customer demands that certain activities take place nonetheless.

14.12 Vecos is never liable for any damage whatsoever of whatever nature sustained by the customer relating to the (non) functioning of software and/or devices of the customer.

14.13 The total liability of Vecos because of attributable failure in the observance of the agreement is limited to compensation of direct damage up to at the most the amount of the price stipulated for that agreement (exclusive of VAT) for one year. If the agreement is mainly a period agreement with a period of more than one year, then the stipulated price will be set on the total of the compensations (exclusive of VAT) stipulated for one year.

Under direct damage shall be understood to mean solely:

a. the reasonable costs which the customer would have to make in order to have the performance of Vecos meet the agreement. This damage however will not be compensated if the customer has dissolved the agreement;

b. the costs, which the customer made by being forced to keep his old system or systems and corresponding facilities operational for a longer period because Vecos did not deliver on a for him binding delivery date, less any savings that are the result of the delayed delivery;

c. reasonable costs, made for the assessment of the cause and the extent of the damage, as far as the assessment relates to direct damage in the sense of these general terms and conditions;

d. reasonable costs, made to prevent or limit the damage, as far as the customer proves that these costs led to limitation of direct damage in the sense of these general terms and conditions.

14.14 The total liability of Vecos for fatal injury or bodily injury or for material damage of matters will under no circumstances amount to more than € 45,000.00 (in words: forty five thousand Euro) per occurrence, taking into account that a series of connected occurrences count for one occurrence.

14.15 Liability of Vecos for indirect damage, including consequence damage, lost earnings, missed savings and damage by company stagnation is excluded.

14.16 The maximum amounts mentioned in the paragraphs 13 and 14 of this article fall due if and as far as the damage is the result of willful act or gross negligence of Vecos.

14.17 The liability of Vecos because of attributable failure in the fulfillment of an agreement only arises if the customer holds Vecos liable immediately and reliable in writing, and stating thereby a reasonable term for the redemption of the failure, and Vecos remains to fail also after that term attributable in the fulfillment of his obligations. The notice of default needs to contain a description of the failure, as detailed as possible, so that Vecos is able to react properly.

14.18 Condition for the origin of any right to compensation is always that the customer communicates the damage as soon as possible after its origin in writing to Vecos.

14.19 The customer indemnifies 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.

Article 15 Force majeure

15.1 There is, among other things, a matter of force majeure from the part of Vecos if Vecos is prevented from fulfilling her obligations from the agreement or the preparations thereof as a result of: war, risk of war, revolt, revolution, acts of war, fire, water damage, flood, government measures, import and export impediments, defects in materials, (including computers and other means of telecommunication) non-availability of materials (including computers and other means of telecommunication), strikes, blockades, sit-down strikes, irreplaceable employees, transport problems as a result of weather conditions and traffic interruptions, all this in the company of Vecos as well as in the company of the customer and in the company of third parties that are involved in the agreement.

15.2 Also meant by force majeure is a shortcoming of suppliers of Vecos as a result of which Vecos cannot, or not timely, or not at all, fulfill her obligations.

15.3 If the situation of force majeure from the part of Vecos took longer than 1 month then parties have the right to dissolve the agreement.

15.4 As far as Vecos has by now fulfilled her obligations from the agreement or will be able to fulfill these obligations at the time of the occurrence of the force majeure, and to be fulfilled or to be fulfilled part independent value is accrued, then Vecos is entitled to invoice the already fulfilled or to be fulfilled part separately. The customer is obliged to pay these invoices as being a separate agreement.

Article 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.

16.2 In default of specific payment conditions the customer will maintain the following payment conditions:

a. 40 % with order; this needs to be received before Vecos starts her activities or delivers goods/materials;

b. 40 % with delivery;

c. 20% within 14 days after invoicing.

16.3 On delivery of some goods/materials the aforementioned 50% and 20% fall together.

16.4 If the customer fails to pay within the fixed time of payment then the customer is in default. The customer is then due legal interest. The interest over the amount payable 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 remains defaulting to pay the account receivable, then Vecos can turn the matter over, in which case the customer is also obliged, apart from the then due total amount and the legal interest, to compensation of all judicial and extra-judicial costs.

16.5 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.

16.6 Payments made by the customer serve always in settlement of all interests and costs due and subsequently serve in settlement of payable invoices that are outstanding for the longest time, unless the customer explicitly states in writing with payment that the settlement refers to a later invoice.

Article 17 Termination

17.1 To each of the parties the authority for dissolution of the agreement is only entitled if the other party fails imputably in fulfilling essential obligations pursuant to the agreement, after a reliable and as detailed as possible written notice of default in which a reasonable period is set for payment of the shortcoming.

17.2 If an agreement which as its nature and contents does not terminate before its fulfillment, entered into for an indefinite period, then this agreement can be terminated by each of the parties after proper professional consultation and with stating the reasons by written notice. If between parties no explicit notice period is agreed upon, then with the termination a reasonable period needs to be observed. Parties will never be bound to any damages as a result of termination.

17.3 Vecos can terminate the agreement without notice of default and without judicial intervention by written notification with immediate effect totally or partly if the customer – whether temporary or not – is granted suspension of payment, if with respect to the customer petition is filed or if his company is liquidated or terminated otherwise then for the benefit of reconstruction or joining the companies. Vecos will never be bound to any damages because of this termination.

17.4 If the customer has already received performances for the execution of the agreement at the moment of the dissolution as meant in paragraph 1 of this article, then these performances and the connecting obligation to pay will not be subject of cancellation, unless Vecos is in default. Amounts that Vecos has invoiced before the dissolution with respect to what he has already carried out or delivered for the execution of the agreement, remain in compliance with the provisions in the previous sentence undiminished due and are immediately due and payable at the time of the dissolution.

Article 18 Cancellation

If the customer cancels the order, then all costs made by Vecos including development and wage costs will be charged to the customer.

Article 19 Miscellaneous stipulations

19.1 Vecos reserves the right to alter the general terms and conditions and to declare applicable the altered conditions to the existing agreements. Vecos will communicate the amendment timely and the amendments become effective 30 days after written notice.

19.2 If the customer does not accept the amendment, he can dissolve the agreement without judicial intervention, subject to any financial obligations of the customer.

19.3 On the agreement entered into by Vecos and the customer solely Dutch law is applicable.

19.4 Any disputes will be settled by the competent Dutch court, be it that Vecos is entitled to institute proceedings before the competent court in the place of residence of Vecos.

19.5 Parties will invoke the court not before they have made a supreme effort to settle a dispute by mutual consultation.

19.6 If the customer is a natural person who does not act in the performance of a profession or a company, then it is applicable that within 1 (one) week after Vecos has made known to the customer that the case will be brought before the court, the customer can make known that he opts for settling the dispute by the legally authorized court.

19.7 With respect to disputes, that follow from an agreement made with a customer who has his residence outside of the Netherlands, Vecos is entitled to act pursuant to the stipulations in paragraph 4 of this article or – by his choice – institute proceedings before the legally authorized court in the country or the state where the customer has his residence.

SPECIFIC STIPULATIONS: COMPUTER SERVICE

The stipulations as mentioned in this chapter are, apart from the General Conditions from this general terms and conditions, applicable if Vecos renders services in the field of computer service (computerized data processing), which is meant to be understood the processing of data with the aid of software and hardware, operated by Vecos.

In case of conflict between what is stipulated in the General Terms and Conditions and what is stipulated in Specific Stipulations and/or in case of explicitly deviating from what is stipulated in the General Terms and Conditions, then what is stipulated in Specific Stipulations prevails.

Article 20 Duration of the agreement

20.1 If the agreement refers to the periodically or otherwise regularly computer service providing, then the agreement is entered into for the duration agreed between parties, in the absence of which a duration of 1 (one) year is applicable. The right of premature termination of the agreement by the customer is excluded, without prejudice to the provisions in article 21.5 of these general terms and conditions.

20.2 The duration of the agreement is repeatedly tacitly extended for the duration of the original period, unless the customer or Vecos terminates the agreement in writing in compliance with a notice period of 3 months before the end of the period concerned.

Article 21 Execution of the activities

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

21.2 All data to be processed by Vecos will be 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 him 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, also 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 him 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.

Article 22 Telecommunication

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 them.

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.

Article 23 Security and privacy

23.1 **GDPR.** If and insofar personal data for or from the customer is processed by Vecos in the context of the execution of an agreement, this article shall be considered as a processor agreement within the meaning of the General Data Protection Regulation ('GDPR'). References to 'the data processing agreement' are references to this article 23.

23.2 **Data Controller.** The customer is 'data controller' as meant in the GDPR. The customer warrants that all legal regulations concerning the processing of personal data, including in particular the GDPR is and will be strictly observed. The customer shall immediately provide Vecos with all relevant information in writing and indemnifies Vecos against all third-party claims that may be brought against Vecos for violation of the GDPR and / or other data protection laws. The customer will do this in writing (including electronically) and the delivery will contain an instruction to process this personal data. The customer shall not provide personal data other than necessary for the provision of services or the delivery of goods by Vecos.

23.3 **Processor.** When Vecos processes personal data for the customer or on behalf of the customer, Vecos is 'processor' as meant in the GDPR. Vecos shall comply with the requirements of the GDPR which apply to it.

23.4 **Subject and duration of processing.** This data processing agreement comes into force at the time of the conclusion of the agreement and for the same duration as the agreement, including any extensions thereof. Personal data will not be kept longer by Vecos than necessary for the execution of the agreement.

23.5 **Nature and purpose of the data processing.** In any case, unless the customer requires otherwise in writing, Vecos shall only process personal data insofar as this is reasonably required for the provision of the services or the delivery of goods to the customer as laid down in the agreement, in order to fulfill its obligations under the agreement and on written instruction from the customer.

23.6 **Legal exception.** If Vecos is obliged to process personal data beyond the customer's specific instructions under applicable law, it will inform the customer thereof in writing and without delay as soon as it has become aware of the obligation. Vecos shall allow the customer to exercise its rights as well as the rights of an injured data subject.

23.7 **Type of personal data and categories of data subjects.** The type of personal data that is processed is: identification data, location data and usage data. The following categories of data subjects can be distinguished: individuals (such as employees, visitors, pupils, system users) who have access to the use of

the goods and services by the customer which are delivered by Vecos under the agreement.

23.8 **Confidentiality.** Vecos warrants that its employees (including temporary workers and subcontractors) are bound by written confidentiality provisions to treat personal data confidentially (or that they are bound by an appropriate legal obligation of confidentiality) and to process personal data only on behalf of Vecos and to the extent necessary.

23.9 **Technical and organizational measures.** Vecos shall take appropriate technical and organizational measures, in accordance with art. 32 GDPR.

23.10 **Register.** Vecos shall keep a register of all categories of data processing activities that it performs on behalf of the customer. If requested, the customer or Vecos will make this register available to the supervisory authority.

23.11 **EEA.** Vecos shall not pass through personal data to a country or territory outside the European Economic Area.

23.12 **Requests from data subjects.** Vecos shall enable the customer to comply with its obligations imposed under the GDPR, including complying with requests from data subjects for access, correction, supplementation, deletion or restrict access of their personal data and the execution of a to be observed objection. If a data subject submits a written request to Vecos regarding processing or copying its personal data, Vecos will inform the customer of this request without delay (including a copy of the request). Subject to any instructions from the customer, Vecos will provide the customer with further information about the personal data of the person concerned (for the provision of the services or the delivery of goods), within (15) fifteen working days as of receipt of the request by Vecos.

23.13 **Other assistance.** At the reasonable request of the customer (and taking into account the nature of the processing), Vecos shall deal with inquiries of the customer (for example, cooperation in a data protection impact assessment or a prior consultation).

23.14 **Information and audit.** If in the opinion of a party a condition in this processor agreement or a written instruction from the customer is in conflict with the GDPR or other regulations that apply to the processing of personal data, that party shall inform the other party immediately. With a maximum of twice a year, the customer may request a written report describing the technical and organizational measures Vecos uses for the security of personal data. Upon receipt of a request, Vecos shall provide a report to the customer with a level of detail that enables the customer to determine whether or not personal data are being processed in accordance with applicable (data protection) law and this processor agreement. At request of the customer, Vecos shall provide all information necessary to demonstrate compliance with the obligations laid down in this article and make audits, including inspections, by the customer or a third party authorized by the customer possible. Vecos has the right to charge all costs and expenses related thereto.

23.15 **Subprocessors.** Where Vecos engages another processor for carrying out specific data processing activities, the same data protection obligations as set out in this data processing agreement shall be imposed on that subprocessor by way of a contract, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR. Vecos remains fully liable to the customer for the subprocessor's performance of the contract.

23.16 **General authorisation.** The customer provides Vecos with a general authorisation to engage sub-processors for the processing of personal data. Vecos engages Microsoft and Sioux Embedded Systems as subprocessors. At least 30 days before Vecos authorizes another third party to gain access to personal data, it shall notify the customer thereof. If the customer can not agree to the engagement of that third party, the customer may object and terminate the agreement without penalty by submitting a written notification of the termination before the end of the notification period with an explanation of the reasons for making objection.

23.17 **Fees.** Where, at request of the customer, support is provided by Vecos with regard to the processing of personal data, this support will be charged on subsequent calculation at the then applicable rates. Vecos will inform the customer about these rates on request.

23.18 **Return and destruction.** At first request of the customer and upon termination of the agreement, Vecos shall immediately return or destroy all processed personal data, copies or edits thereof, at the customer's choice and without additional costs, unless storage of such personal data under applicable national law or European regulations are required.

Article 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.

SPECIFIC STIPULATIONS: SERVICE

The stipulations mentioned in this chapter are, apart from the General Stipulations of these general terms and conditions, 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 stipulations have no effect on the stipulations incorporated in these general terms and conditions regarding specific services, such as computer service, the development of software and maintenance.

Article 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 article 26 of these general terms and conditions.

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. Article 7: Dutch Civil Code is explicitly excluded.

Article 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 paragraph 1 of this article 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.

Article 27 Schooling, courses, and training

27.1 As far as the service of Vecos exists of the providing 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.

SPECIFIC STIPULATIONS: DEVELOPMENT OF SOFTWARE

The stipulations mentioned in this chapter are, apart from the General Stipulations of these general terms and conditions and the specific stipulations from the chapter "Service" applicable if Vecos develops software under the authority of the customer. The chapter "Use and maintenance of software" is also applicable on this software, except as far as is deviated in this chapter. The rights and obligations mentioned in this chapter 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.

Article 28 Development of software

28.1 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 obliged 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 stipulations in article 7 of these general terms and conditions the customer acquires the right to use the software in his company or organization. If and as far as this was expressly agreed in writing, the source code of the software and the technical documentation, produced during the development of the software can be put at the disposal of the customer and the customer is entitled to make alterations in this software.

Article 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 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 paragraph 5 of this article, 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 paragraph 6 of this article.

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 article 7.7 of these general terms and condition, 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 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 guarantee scheme of article 32 of these general terms and conditions, 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.

SPECIFIC STIPULATIONS: USE AND MAINTENANCE OF SOFTWARE

The stipulations mentioned in this chapter are, apart from the General Stipulations of these general terms and conditions, applicable to all software made available by Vecos. The rights and obligations as meant in this chapter 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.

Article 30 Right of use

30.1 Without prejudice to the stipulations in article 7 of these general terms and conditions 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 parties. Without prejudice to the otherwise stipulated 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 his 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. As far as about that nothing is agreed, 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 his 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.

Article 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 parties an acceptance test was agreed in writing, then the stipulations in article 29.3 up to and including 29.7 of these general terms and conditions are applicable mutatis mutandi.

31.3 If between parties an acceptance test has not been agreed, 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 article 32 of these general terms and conditions.

Article 32 Warranty

32.1 During a period of 3 months after delivery, or, if an acceptance test was agreed between parties, 3 months after acceptance, then Vecos will repair to the best of its abilities any faults in the software in the sense of article 7.7 of these general terms and conditions 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 paragraph 1 of this article Vecos is not bound to repair any faults, unless a maintenance agreement was entered into between parties, which includes such repair.

Article 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 article 7.7 of these general terms and conditions 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 he 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.

Article 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 stipulations 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 his 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 stipulations in these general terms and conditions apply.

SPECIFIC STIPULATIONS: SALE OF HARDWARE

The stipulations mentioned in this chapter are applicable, apart from the General Stipulations from these general terms and conditions, if Vecos sells hardware to the customer.

Article 35 Delivery

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

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

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

35.4 Vecos will package the hardware for delivery according to the standards as 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 the therefore applicable government regulations. The customer indemnifies Vecos against claims from third parties as a result of non-compliance with such regulations.

Article 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.

Article 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.

Article 38 Delivery, installation and acceptance

Vecos will make the hardware available to the customer by delivery in accordance with the stipulations of article 35 of these general terms and conditions or, if an installation to be executed by Vecos is agreed in writing, by installation of the hardware at the customer. 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.

Article 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 3 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.

Article 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 stipulations 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 stipulations in these general terms and conditions apply.

SPECIFIC STIPULATIONS: SERVICE LEVEL AGREEMENT

The stipulations mentioned in this chapter are, apart from the General Stipulations of these general terms and conditions, applicable if Vecos and the customer have entered into a Service Level Agreement.

Article 41 Duration of the Service Level Agreement

41.1. The Service Level Agreement is entered into for the duration as agreed between parties, in the absence of which a duration of 1 (one) year applies.
41.2 The duration of the Service Level Agreement renewed is repeatedly tacitly for the original period, unless the customer or Vecos terminates the agreement in writing subject to 3 months' notice before the end of the period concerned.
41.3 Parties are never bound to any damages as a result of termination.

Article 42 Service Level Agreement

42.1 By service in the sense of Service Level Agreement is meant to be understood:
a. precautionary service: the inspection, adjustment and cleaning of the hardware, that is deemed necessary by Vecos to prevent failures;
b. corrective service: removing 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 check 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; Under failure in this chapter is meant to be understood: the not or not without interruption complying with the specifications of the hardware as made known in writing by Vecos. There is only a matter of failure if this 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 an exception of generally recognized holidays.
42.3 If service has commenced during the in paragraph 2 of this article belonging 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 4 (four) hours beyond said office hours.

Article 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 stipulations in article 44.2 of these general terms and conditions.
43.2 Vecos reserves the right to postpone her service obligations among other things for the time that situations occur 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 sees 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 property of Vecos.

Article 44 Service conditions and operating conditions

44.1 The customer can have the hardware transferred at his costs 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 executed for the benefit of the customer.
44.4 The customer makes 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 researches 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 sees to it that and 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.

Article 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, do not belong to 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.

Article 46 Rates and payment

46.1 As far as it is not laid down more detailed in the maintenance 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 stipulations in article 41.1 of these general terms and conditions, 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 stipulations in the articles 5 and 16 of these general terms and conditions 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 executes service during this period on request of the customer, then Vecos may charge a separate remuneration in accordance with its customary rates.

Article 47 Scope of application

Service Level Agreements are only applicable in the Benelux countries and as far as it concerns hardware set up in the Benelux countries.