

GENERAL TERMS AND CONDITIONS

Of: Secured by Web B.V., registered at Tilburg

1 General

1.1 These General Terms and Conditions apply to and are an integral part of any offer, price quotation and agreement relating to products or services of any kind to be supplied or provided by Secured by Web B.V. (referred to hereinafter as: SBW) unless expressly agreed otherwise in writing.

1.2 In these General Terms and Conditions "Customer" is understood to mean: any person or legal entity that has requested or instructed SBW to provide any services, as well as any person or legal entity that has ordered and/or purchased goods from or through SBW.

1.3 Any conditions of purchase, sale or other general terms and conditions of Customer shall not apply between SBW and Customer unless SBW has expressly accepted such general terms and conditions in writing.

1.4 In case one or more provisions of these General Terms and Conditions should be void or declared invalid the remaining provisions of these Conditions shall remain in full force and effect. In that case SBW and Customer shall consult in order to agree new provisions replacing the void or invalid provisions, taking into account the purpose and purport of the original provisions to the extent as possible.

2 Offers/Price quotations

2.1 Any offers made by SBW are free of engagement unless a time for acceptance has been included in the offer. An agreement is concluded only by means of a written (order) confirmation by SBW or actual performance by SBW. Customer does not have the right – except in any cases referred to in these General Terms and Conditions or the Agreement – to cancel an order once placed or terminate an Agreement once concluded.

2.2 Unless expressly stated otherwise any offer is based upon performance of the service offered under normal conditions and during regular business hours.

2.3 Amounts stated in the offers of SBW are based upon such prices, rates, wages, taxes and other factors as are relevant for pricing as they exist at the time of the offer. In case one or more of the factors referred to above should change after confirmation of the order, SBW has the right to adjust the price agreed accordingly. In case a price is increased on the basis of this provision Customer shall have the right to terminate the Agreement in writing within eight days of the price increase.

2.4 All indications in offers, price quotations or Agreements as well as in Annexes thereto, such as illustrations, drawings, dimensions, weights, output and colours, as well as the properties of any samples supplied are given only by way of indication. Minor deviations therefore are not at the risk and for account of SBW.

2.5 Apparent typographical errors or mistakes in offers of SBW shall release SBW from its obligation to perform and/or any resulting liability for damages, also after conclusion of the Agreement.

3 Performance of the Agreement

3.1 SBW shall perform the Agreement to the best of its knowledge and in accordance with proper professional standards, according to the knowledge available at the time. All services provided or to be provided by SBW are subject only to a best effort obligation on the part of SBW towards Customer, unless SBW and Customer have expressly agreed a contract price. Customer shall also owe the consideration agreed for such services in case the services of SBW should not produce or have not produced the desired result.

3.2 In case and to the extent as necessary for the proper performance of the Agreement SBW has the right to engage third parties to perform certain services.

3.3 In case it has been agreed that the Agreement is performed in stages SBW shall have the right to suspend performance of any parts of that Agreement that belong to a consecutive stage, until Customer has approved, in writing, the results of a previous stage.

3.4 SBW has the right to transfer the rights and obligations resulting from this Agreement to a third party.

3.5 The provisions of these General Terms are not stipulated only for SBW but also for any other persons that were or are active for SBW or are engaged by SBW for the purpose of performance of any assignment.

3.6 Any Agreement is performed only for Customer. Therefore third parties cannot derive any rights from such performance.

4 Cooperation and responsibilities of Customer

4.1 Customer shall at all times and in a timely manner provide to SBW any cooperation, data and information that are necessary or useful for the provision of services ordered or performance of the deliveries agreed. Customer is responsible for the quality, accuracy and completeness of the data and information provided by Customer.

4.2 In case it has been agreed that Customer will make available any software, equipment, materials, connections, telephone connections, information media and/or data on information media for the application of the goods or services to be supplied or provided by SBW, or if it has been agreed that such matters will be made available to SBW prior to performance of the Agreement, any such matters shall comply with the specifications provided to Customer by SBW or – failing such specifications – with such specifications as are considered customary for the purpose.

4.3 In case employees of SBW or employees of third parties that have been engaged by SBW are to perform services at the location of Customer's or a location

elsewhere specified by Customer, Customer shall ensure that all facilities that are reasonably necessary for the proper performance of those services are available at that location free of charge. These reasonably necessary facilities will include but are not limited to operational telecommunication facilities.

4.4 Customer shall ensure that it will always have a complete and properly functioning backup of all software, files and/or data located or stored on the information media or the network of information media to which SBW may have to perform services. The backup referred to in the previous sentence shall be stored by Customer at a suitable location that ensures a minimal risk of loss of this backup. Customer is obliged to ensure that this backup is never older than one business day unless expressly agreed otherwise by the parties.

4.5 Customer shall ensure that the locations referred to in the previous paragraph of this article will constantly meet the reasonable demands that apply to such locations, as well as any demands made by SBW, such as those concerning safety, temperature, humidity, ventilation, power and water supply and other aspects that may be relevant for the proper result of the services to be performed by or on behalf of SBW.

4.6 In case the information that should be available to SBW for proper performance of the Agreement, is not provided or not provided in a timely manner to SBW by Customer or in case Customer has failed to meet its obligations as referred to in this article in any other way SBW shall in any case have the right to suspend performance of the Agreement and charge the costs resulting from the situation thus caused to Customer at the customary rates.

5 Prices and fee

5.1 All prices and fees are expressed in euro and are exclusive of turnover tax (Dutch: BTW) and other levies imposed by the authorities. Any additional costs in connection with import and/or clearing of goods to be supplied to Customer by SBW are not included in the price, and shall therefore be borne by Customer, unless expressly agreed otherwise.

5.2 In case the fee for the services to be provided by SBW has not been determined as a specific, total amount by SBW and Customer, the fee shall be calculated on the basis of hours actually used. For that purpose the hourly rate of SBW will be used as it applied at the time during which the services were performed unless a different hourly fee has been agreed.

5.3 In case the fee for the services to be provided has not been determined as a specific total amount by the parties, services that must necessarily or at the request of Customer be performed outside business hours shall be subject to a surcharge on the hourly rate as referred to in the previous paragraph. These surcharges are:

- for each hour worked between 18.00 h. and 20.00 h.: 25 % of the hourly rate;

- for each hour worked between 20.00 h. and 23.00 h.: 50 % of the hourly rate;

- for each hour worked between 23.00 h. and 08.30 h.: 100 % of the hourly rate;

- for each hour worked on a Saturday: 100 % of the hourly rate;

- for each hour worked on a Sunday or holiday: 100 % of the hourly rate;

5.4 Unless agreed otherwise SBW has the right to charge travel time to Customer and to also pass any travel costs and any accommodation costs on to Customer.

5.5 In case the performance by SBW consists of both the supply of goods and performance of services, SBW has the right to charge the sales price of such products to Customer immediately after its delivery of the products, irrespective whether the services to be provided by SBW have or have not yet been provided.

5.6 In case SBW and Customer have concluded an Agreement concerning services or amounts that should be paid periodically by Customer SBW shall have the right to modify the prices, rates and fees that have been agreed or that apply, provided that SBW informs Customer of such modification in writing, at least one month in advance.

5.7 In case SBW has performed work or other services at the request or with the permission of Customer beyond the content matter or scope of the services agreed, such performance or services shall be paid to SBW by Customer according to the customary rates of SBW.

5.8 Customer accepts that the services or performance referred to in the previous paragraph may affect the agreed time of completion of services.

6 Payment

6.1 Payment shall at all times take place prior to delivery or provision of services unless the parties agree different terms of payment in writing.

6.2 In case Customer fails to see to payment within the term resulting from article 6.1 of these Terms and Conditions any claims of SBW on Customer shall become due and payable immediately. Further, all claims of SBW on Customer shall become due immediately in case of liquidation, bankruptcy or suspension of payment and in case an attachment is levied against Customer.

6.3 In case Customer fails to see to payment within the term resulting from the previous provision, Customer shall be in default by operation of the law. In that case Customer shall owe an interest of 1 % per month or legal, commercial interest if the latter is higher.

6.4 In case no payment has been received after expiry of a subsequent term of payment indicated in a written demand for payment Customer shall forfeit to SBW a penalty in the amount of 10 % of the principal amount exclusive of BTW owed to SBW by Customer, irrespective

whether SBW has been forced to pay any extrajudicial costs of collection.

6.5 Without prejudice to the rights of SBW resulting from the previous provision Customer is obliged toward SBW to compensate to SBW any extrajudicial costs that SBW needs to incur for the purpose of collection of any amounts owed to SBW by Customer, which costs may be considered financial losses. The applicability of article 6:92 BW (Dutch Civil Code) is excluded.

7 Retention of title and retained pledge

7.1 SBW reserves the title to any goods supplied to Customer by SBW until the price of all these goods has been paid in full. Goods as referred to in the previous sentence also include: plans, sketches, designs, drawings, films, software, files and documents. In case SBW has both sold goods to and performed services for Customer the above retention of title shall apply until Customer has also paid the entire claim concerning these services performed by SBW. Retention of title shall also apply to claims on Customer which SBW may obtain due to a failure in the performance of one or more of its obligations toward SBW on the part of Customer.

7.2 Customer is obliged to store the goods supplied subject to retention of title with due care and identified as the property of SBW. Customer is obliged to insure these goods against damage caused by fire, explosion and water as well as theft for the duration of retention of title and to allow SBW to inspect the policies of these insurances upon request. Any claims of Customer on the insurers of the goods under the insurances mentioned above shall upon request of SBW be pledged to SBW by Customer in the way as referred to in article 3:239 BW by way of additional security for the claims of SBW on Customer.

7.3 As long as the title of the goods supplied has not passed to Customer, Customer is prohibited from pledging those goods or granting any rights in respect of those goods to any third parties, without prejudice to the provision of paragraph 6 of this article.

7.4 SBW now and for henceforth retains the rights of pledge as referred to in article 3:237 BW to goods supplied which have passed to Customer as a result of payment thereof and are still in the possession of Customer, for the purpose of additional security for claims on Customer, not being the claims as referred to in article 3:92 paragraph 2 BW, which SBW may have vis-à-vis Customer for whatever reason.

7.5 In case Customer fails to comply with its payment obligations toward SBW or SBW has a justified reason to fear that Customer may fail to comply with these obligations SBW has the right to take back the goods supplied subject to retention of title. Customer shall at all times grant SBW free access to its sites and/or premises to inspect the goods and/or exercise the rights of SBW, and hereby authorizes SBW – to the extent as necessary – to do so. In case of violation of this article by Customer, Customer shall forfeit to SBW an immediately due and

payable penalty in the amount of € 1.000,- for each violation, increased by the amount of € 500,- for each day or part of a day during which that violation continues, without any demand or notice of default being required. After repossession Customer shall be credited the market value which will in no case be higher than the original price agreed by Customer with SBW, decreased by costs and damage resulting for SBW from repossession.

7.6 Customer is allowed to sell and transfer goods supplied subject to retention of title, to third parties as part of the regular operation of its business. In case of credit sale Customer is obliged to stipulate retention of title vis-à-vis its customers on the basis of the provisions of this article.

7.7 Customer shall not assign or pledge any claims which it obtains on its customers to any third parties without the prior written approval of SBW. Upon request to that effect from SBW Customer shall pledge the latter claims to SBW in the way as referred to in article 3:239 BW for the purpose of additional security for the claims of SBW, however caused, on Customer.

7.8 SBW has the right to suspend the release of goods which it holds for Customer in connection with performance of the services agreed, until all amounts owed to SBW have been fully paid by Customer.

8 Intellectual property

8.1 SBW shall indemnify and hold Customer harmless from and against any legal claims on account of an allegation that certain software, equipment or materials which have been developed by SBW itself, would infringe on any intellectual or industrial property rights that apply in the Netherlands, subject to the condition that Customer informs SBW of the existence and content matter of such claim in writing without delay and Customer allows SBW to handle the entire matter upon request of SBW.

8.2 Any intellectual or industrial property rights in all software, equipment or other materials such as analyses, designs, documentation, reports, offers and preparatory materials thereof developed or made available under the Agreement, shall vest in SBW or its licensors exclusively. Customer shall obtain only a right of use of the goods referred to in the previous sentence in case and to the extent that such right has been expressly granted to Customer by SBW in writing. Failing the express, written grant of this right therefore Customer is not authorized to reproduce these goods or make them public or disclose them to any third parties or allow third parties to use these goods unless the nature of the goods concerned or the nature of the Agreement between the parties should require otherwise.

8.3 SBW or its suppliers shall have the right to take technical measures for the protection of the software. In case SBW has protected the software by means of technical protection measures Customer may not

remove or bypass such protection. Likewise, Customer may not in any way change the source code of the software supplied by SBW.

8.4 Customer is prohibited from changing or removing any indication concerning copyright, brands, trade names or other intellectual or industrial copyrights from the software, equipment or other materials supplied by SBW.

9 Duration of the Agreement

9.1 In case the duration of the Agreement has not been agreed between SBW and Customer the Agreement shall be considered to be concluded for an indefinite term, unless the nature of the Agreement clearly indicates otherwise.

9.2 In case an Agreement between SBW and Customer has been concluded for a specific term the duration of the Agreement shall be considered to be tacitly renewed for the duration of the original Agreement, in case Customer has not clearly indicated that it does not wish to renew the Agreement no later than two months prior to the end of the original term, unless expressly agreed otherwise.

9.3 In case the Agreement between SBW and Customer is considered to be concluded for an indefinite term on the basis of the first paragraph of this article, a term of notice of two months shall apply to both parties, unless expressly agreed otherwise.

10 Suspension and termination of the Agreement

10.1 SBW has the right to suspend performance of its obligations towards Customer or terminate the Agreement in case;

- Customer does not or not fully comply with the obligations resulting from the Agreement;
- after conclusion of the Agreement, SBW learns of circumstances that justify the fear that Customer will not comply with the obligations (in case of justified fear that Customer will comply with only part of its obligations or will not comply properly, suspension is allowed only to the extent as justified by the extent of non-compliance);
- Customer has been asked on conclusion of the Agreement to provide security for the fulfilment of its obligations resulting from the Agreement and such security is not provided or must be considered insufficient;
- in case Customer applies for a bankruptcy or suspension of payment or if Customer's bankruptcy or suspension of payment is applied for or in case of attachment of its assets or part thereof.

10.2 Further, SBW shall have the right to terminate the Agreement in case of circumstances that are such that performance of the Agreement cannot or, according to reasonableness and fairness, no longer be expected or in case of other circumstances that are such that unaltered

continuance of the Agreement cannot be reasonably expected.

10.3 In case of a situation such as referred to in this article all invoiced amounts and claims in connection with services that have been performed or goods that have been supplied but have not yet been invoiced, shall become due and payable immediately; in that case SBW may also reclaim products supplied subject to retention of title. SBW shall never be liable for any damages on account of such termination.

11 (Time of) delivery, (time of) performance

11.1 In case it has been agreed between the parties that certain services will be completed within a specific period of time or at a specific point in time or that certain goods will be supplied within a specific term, such period of time or point in time or term shall be considered indicative and given in the expectation that the circumstances concerning the time planning under and for which those services are to be provided will not change after conclusion of the Agreement.

11.2 The mere failure to perform within a period of time or term or at a point in time as referred to in the previous provision shall not result in default on the part of SBW. In that case Customer shall consult with SBW on prevention of further delay before issuing any notice of default.

11.3 Goods shall also be considered delivered (subject to retention of title) as soon as SBW has notified Customer that the goods – whether or not to be assembled entirely or in part - are ready at SBW or a third party for collection by Customer or shipping on behalf of Customer. As of the time of delivery the risk in the goods shall pass to Customer.

12 Complaints

12.1 Any complaints about services provided or goods supplied by or on behalf of SBW must be submitted to SBW by Customer in writing within eight days of discovery of the alleged defect concerned but no later than within fourteen days after performance of the services respectively delivery of the goods. This written notification must contain a specification of the defect or deficiency in as much detail as possible, so that SBW is enabled to respond adequately.

12.2 In case a complaint of Customer against SBW is well-founded, SBW will subsequently perform services of supply goods as agreed, unless it is proven that this has meanwhile become pointless for Customer. In the latter case Customer shall state and explain the reason thereof in writing.

12.3 In case subsequent performance of services or delivery of goods has become impossible or pointless SBW shall be liable only within the limitations of article 14.

13 Warranty

13.1 In case a warranty is provided to Customer by SBW with respect to services provided or goods supplied by SBW it will expressly inform Customer of this in writing. Failing such express written notification Customer cannot invoke warranty.

13.2 To the extent that SBW has supplied goods under warranty to Customer any and all obligations of SBW under warranty shall be cancelled in case defects, errors or deficiencies of those goods are caused by incorrect, negligent or inexpert use or operation or external causes such as damage caused by fire or water, or in case the goods supplied have been modified by or on behalf of Customer without the permission of SBW. Customer shall give SBW every opportunity in a timely manner to inspect the appropriateness of any claim under warranty and for that purpose Customer shall provide the products to SBW, costs to be borne by Customer.

13.3 In case Customer invokes any warranty agreed, but the claim appears unjustified, SBW shall have the right to charge the services and costs of inspection and repairs caused to SBW in connection with the claim to Customer according to its customary rates.

13.4 In case and to the extent that Customer has not yet fulfilled any obligations resulting from the Agreement, SBW has the right to suspend its warranty obligations.

14 Liability

14.1 SBW is liable only for damage caused to Customer in case such damage is demonstrably caused by intent or conscious recklessness on the part of executive employees of SBW.

14.2 In case and to the extent that SBW has supplied goods for the purpose of realisation of a security system, SBW shall in no case be made liable for the consequences of unlawful conduct of any third parties, irrespective whether the purpose of the goods supplied by SBW was the prevention or countering of the unlawful conduct concerned. SBW cannot be considered to have undertaken to realise a situation in which any unlawful conduct against Customer would be entirely prevented. Also, SBW cannot in any case be made liable for damage as referred to in this paragraph in case of malfunction of the goods supplied by SBW.

14.3 In case and to the extent that SBW supplied to Customer goods of which the performance depends on one or more settings of those goods and the settings concerned can be modified by Customer itself, SBW cannot in any case be made liable for any damage that may be attributed to the fact that the setting(s) concerned are/were not optimal.

14.4 The entire liability of SBW on account of any attributable failure in the performance of the Agreement between SBW and Customer shall in any case be limited to compensation of direct damage; the entire amount to be paid to Customer by SBW on account of any obligation to remedy and compensate damage shall

never exceed the amount of the price (exclusive of BTW) agreed for the Agreement concerned. In case the Agreement between SBW and Customer is mainly a continuing performance agreement having a duration of more than one year, the price agreed as referred to in the previous sentence shall be determined as the total amount of the consideration (exclusive of BTW) agreed for one year.

14.5 Direct damage as referred to in the previous provisions is considered to include only:

- a) reasonable costs to determine the cause and extent of damage, to the extent that such determination applies to damage within the meaning of these Terms and Conditions;
- b) any reasonable costs incurred in order to see to it that the defective performance of SBW fulfils the Agreement, unless SBW cannot be made liable for such costs;
- c) reasonable costs incurred for the purpose of prevention or limitation of direct damage.

14.6 The liability of SBW for indirect damage, including consequential damage, loss of profit, loss of savings and damage due to interruption of operations is excluded.

14.7 SBW is in no case liable for costs or damage due to modification, destruction or loss of software, files and/or data stored on any data medium, because – on the basis of article 4.6 of these General Terms and Conditions - Customer is obliged to ensure that it keeps a backup of that data at all times.

15 Force Majeure

15.1 SBW is not liable if a defect is caused by Force majeure. During Force majeure the obligations of SBW shall be suspended. In case the time during which performance of the obligations by SBW is prevented is in excess of three months either party will have the right to terminate the Agreement without the intervention of a court of law, without any ensuing liability for damages on account of termination.

15.2 Force majeure within the meaning of this article is understood to mean all circumstances that prevent fulfilment of all or part of the obligations, which cannot be attributed to SBW and/or were caused beyond its responsibility and/or action. These include but are not limited to a failure on the part of a third party to supply to SBW in a timely manner all that which is necessary for the fulfilment of its obligations, as well as fire, strike, restrictions due to measures of the authorities, interruptions of telephone or network connections or other malfunctions that are reasonably beyond the scope of control of SBW.

15.3 To the extent that SBW, at the time at which Force Majeure commences, has meanwhile fulfilled part of its obligations under the Agreement or may still fulfil those obligations, and to the extent that the part fulfilled or to be fulfilled represents an independent value, SBW shall have the right to invoice such part separately.

Customer shall be obliged to settle that invoice as if it concerned a separate agreement.

16 Confidentiality

16.1 Customer is obliged to keep secret any and all confidential information that it obtains from SBW as part of the preparation or performance of the Agreement.

16.2 Customer shall impose the obligations referred to in this article also on its employees and third parties whose services it engages.

16.3 In case and to the extent that SBW would be obliged to disclose confidential information to third parties pursuant to any statutory obligation or judgment of a court of law, and SBW is not able to invoke a legal privilege or a privilege acknowledged or granted by a court of law, SBW shall have the right toward Customer to disclose the information concerned to the third party concerned.

16.4 In case of violation of this article by Customer it will forfeit to SBW an immediately due and payable penalty in the amount of € 50.000,- for each violation, increased by the amount of € 5.000,- for each day or part thereof, during which the violation continues, without a demand or notice of default being required. In case the damage caused to SBW would be in excess of the forfeited penalty SBW may demand payment of the entire, actual damage caused instead of the penalty.

17 Personal data

17.1 In case Customer processes personal data of SBW or in case SBW processes personal data of Customer, Customer shall sign a data processing agreement provided by SBW upon request of SBW.

18 Dispute

18.1 All Agreements between SBW and Customer shall be governed by Dutch law exclusively. Foreign law and treaties, including the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Sales Convention) are excluded.

18.2 Any dispute between SBW and Customer that may directly or indirectly arise from the Agreement existing between the parties or from further arrangements under that Agreement, shall be submitted to the jurisdiction of the competent court of law at 's-Hertogenbosch, the Netherlands.