

GENERAL TERMS AND CONDITIONS FOCLAR B.V.

Article 1 - Definitions

In these General Terms and Conditions the following terms shall have the following meanings:

- Services:** the services provided by Foclar to the Customer in the context of optimizing surveillance images;
- Foclar:** Foclar B.V., a private limited company, with its registered office in Amersfoort and its principal place of business at Maanlander 14H, 3824 MP in Amersfoort, registered with the Chamber of Commerce under number 67046169 and its successor(s) in title and/or the persons or legal entities designated by Foclar;
- Hardware:** all (computer) equipment Foclar sells or leases to the Customer;
- Customer:** any legal entity entering into an agreement with Foclar;
- Software:** the software developed by Foclar which the Customer can use (online).

Article 2 - Applicability

- 2.1 These General Terms and Conditions shall apply to all quotations and offers from Foclar and to all agreements and legal effects arising from the above, unless the Parties expressly agree otherwise.
- 2.2 The applicability of the purchase conditions and the general terms and conditions of the Customer are expressly excluded.
- 2.3 If any provision of these General Terms and Conditions is void or voided, the remaining provisions of these General Terms and Conditions will remain in full force and Foclar and the Customer will consult in order to agree on a new provision to replace the void or voided provision, taking into account to the extent possible, the purpose and purport of the void or voided provision.
- 2.4 At any time, Foclar has the right to amend these General Terms and Conditions. The most recent version of the General Terms and Conditions shall always apply. Such an amendment shall take effect fourteen (14) days after the date of dispatch of the amended General Terms and Conditions to the Customer. If the Customer makes a written objection against this amendment within a period of fourteen (14) days, the original General Terms and Conditions shall continue to apply to the Customer.

Article 3 - Conclusion and execution of an agreement

- 3.1 An agreement will only be concluded after Foclar has accepted the agreement in writing and has informed the Customer thereof or if Foclar has executed the agreement.
- 3.2 At any time, Foclar has the right to refuse a request to conclude an agreement (in part) without any further explanation, without being liable in any way for any damage, for example if Foclar has an indication or suspicion that the Customer will not fulfil the (payment) obligations arising from the agreement.
- 3.3 The Customer guarantees that it will provide Foclar - even on its own initiative - with all the information and documents it is aware of, or reasonably may anticipate, that these are or can be important for the execution of the agreement. The Customer guarantees the correctness and authenticity of the information and documents provided by, or on behalf of, the Customer.
- 3.4 Foclar shall always be authorized and entitled to assign third parties with the performance of the order, in whole or in part. Foclar is authorized to accept on behalf of the Customer conditions that apply in the relationship between Foclar and the third party or that are stipulated by the third party.
- 3.5 Foclar only accepts best efforts obligations and not result obligations. Foclar does not guarantee that the Software and Hardware is faultless and operates without interruptions. Furthermore, Foclar cannot guarantee that its services will always lead to a concrete result, because this is partly dependent on the quality of the footage provided by the Customer.
- 3.6 The delivery periods stated by Foclar are not strict deadlines. Exceeding these periods does not constitute default and does not lead to a claim to compensation.

Article 4 - Rates and payments

- 4.1 The rates stated in offers, order confirmations and agreements are, unless explicitly stated otherwise, in euros, excluding VAT and excluding travel and subsistence expenses and other costs. Any (import) levies and incidental expenses charged by the government

shall be borne by the Customer.

- 4.2 At any time, Foclar has the right to charge advance payments and/or to demand security for payment of its claims and to suspend performance of its obligations until the Customer has paid the advance payments that are charged or has provided the security demanded respectively. In the event that the Customer fails to make such advance payment or fails to provide security respectively, Foclar has the right to terminate the agreement. Any damage resulting for Foclar from this suspension and/or termination shall be reimbursed by the Customer.
- 4.3 Foclar will charge the Customer for the amounts due in accordance with the provisions of the offer, order confirmation and/or other form of written agreement.
- 4.4 Payments shall be made within thirty (30) days of the invoice date, failing which the Customer shall be in default by operation of law. The Customer is not authorized to suspend or set off.
- 4.5 At any time, Foclar reserves the right to adjust the (licence) fees for the Software and the Hardware, inter alia but not exclusively as a result of factors that cause increase in the cost price, including taxes, levies or import duties. Foclar also has the right to do so after the conclusion of an agreement and even if it has been agreed that the price will be fixed. Foclar shall immediately inform the Customer thereof.

Article 5 - Delivery Hardware and guarantee

- 5.1 If Foclar is unable to deliver the Hardware within thirty (30) days of the agreed delivery date, the Customer, as only means available, has the right to cancel the order. To cancel an order, the Customer shall send Foclar a letter to this effect. The cancellation is only valid if the written cancellation was received by Foclar before Foclar dispatched the Hardware.
- 5.2 The Customer shall take receipt of the Hardware on normal working days.
- 5.3 If not all the ordered Hardware is in stock, Foclar has the right to make partial deliveries and to charge partial dispatch costs. Foclar shall inform the Customer thereof as soon as possible.
- 5.4 All Hardware will be delivered Ex-Works (ex factory, Incoterms 2010) in Amersfoort.
- 5.5 If the Customer is unwilling or unable to accept delivery, the Customer will immediately be in default. In this case, Foclar at its own discretion may: (i) store the Hardware at the risk and expense of the Customer or (ii) sell the Hardware for the best reasonably price available (after deduction of reasonable costs for storage, insurance and sale of the Hardware), after which only the difference between the price received and the price paid by the Customer to Foclar will be returned to the Customer, or (iii) again offer the Hardware for delivery, whereby the extra costs will be at the expense of the Customer.
- 5.6 Foclar guarantees that the Hardware has sufficient capacity to let the Software operate properly for a period of three (3) years after delivery. Foclar guarantees a proper operation of the Hardware for a period of twelve (12) years after delivery.
- 5.7 Foclar will endeavour to repair any defects in the Hardware within the guarantee period, provided that the defects are reported to Foclar within a reasonable period of time and sufficiently specified. If in the reasonable opinion of Foclar repair is impossible, repair will take too long or if repair will entail disproportionately high costs, Foclar has the right to replace the Hardware, free of charge, by other similar hardware. The Customer has no right to guarantee cover if the defects are at the risk and expense of the Customer, for example by incorrect use or if the Customer without Foclar's permission makes changes to the Hardware or has a third party make these changes.

Article 6 - Complaints

- 6.1 Complaints regarding invoices shall be submitted to Foclar in writing, stating the reasons, within sixty (60) days of the invoice date, failing which the rights of the Customer in this respect will lapse.

Article 7 - Equipment, security, maintenance

- 7.1 The Customer is responsible for the selection, use and application in its organization of computer equipment and software and provides adequate backup, telecommunication and internet connections as well as the information that will be exchanged or processed using this equipment, these connections and/or databases.
- 7.2 Foclar has the right to set requirements for the (configuration of

the) equipment, which are needed for use of the Software. The Customer undertakes to set up the equipment or at any time to modify the equipment such that the requirements of Foclar are met, failing which Foclar has the right to suspend its obligations, without prejudice to the obligation of the Customer to continue to fulfil its payment obligations.

- 7.3 During the term of the agreement, Foclar will perform maintenance on the Software and automatically make modifications and improvements to the Software. The Customer shall immediately inform Foclar of any problems with the Software and the Customer shall provide Foclar with information required to correct the errors.
- 7.4 Foclar has the right - without prior notice - to deactivate the Software or to restrict the use of the Software, to the extent reasonably required for maintenance or modification of the Software. In such events, the Customer is not entitled to any damages or compensation.

Article 8 - Updates and upgrades

- 8.1 Foclar will install updates to the Software required for an improved operation of the Software in accordance with the deadlines and costs indicated by Foclar. Unless otherwise agreed, the update period in case of a one-time payment for a licence of the Software, will be one (1) year. After the lapse of one year, the Customer is only entitled to updates and upgrades if the Customer concluded an additional (service) agreement. The updates and upgrades are included if the Customer opts for an agreement for a definite or an indefinite period of time, based on periodic payments. Foclar has the right to charge additional costs for upgrades to the Software whereby other (new) features are added to the Software.
- 8.2 After an update or upgrade to the Software, Foclar is no longer held to (i) correct any errors in older versions of the Software and/or (ii) to provide support and/or maintenance in respect of an old version.
- 8.3 Updates and upgrades to the Software may involve changes relative to existing features.
- 8.4 Foclar may opt to record specific agreements on maintenance, upgrades and updates to the Software in a Service Level Agreement.

Article 9 - Right of use (licence)

- 9.1 Foclar grants the Customer a non-exclusive and non-transferable right to use the Software strictly for its own personal use in the company of the Customer, during the term of the agreement, for the number of users agreed with Foclar. It is not permitted to have the Software used by third parties or to make the Software available to third parties, including subsidiaries and group companies without prior written permission from Foclar. The right of use of the Customer only extends to the so-called object code of the software. The right of use of the Customer does not extend to the source code of the Software. The source code of the software and the technical documentation describing the development of the software are not made available to the Customer, not even if the Customer is prepared to pay financial compensation therefor.
- 9.2 The Software may not be used for purposes contrary to any laws and regulations. The Customer ensures and guarantees that users of the Software will not violate this provision and shall indemnify Foclar against, and compensate Foclar for, any claims made by third parties that may result therefrom.

Article 10 - Intellectual property rights

- 10.1 Nothing in the agreement between Foclar and the Customer may be considered a transfer of (intellectual) property rights to the Customer. Any intellectual and industrial property rights to the Software or other materials such as analyses, models, techniques, designs, documentation, reports, offers, training materials, and preparatory materials thereof are vested exclusively in Foclar and/or its licensors and/or suppliers.
- 10.2 Without prior written permission from Foclar, the Software or documentation provided to the Customer may not be published, reproduced, transferred, disposed of or given on loan to third parties and limited rights may not be established thereon.
- 10.3 The Customer is not permitted to remove or change any indication concerning copyrights, brands, trade names or any other intellectual property right from the Software.

Article 11 - (Personal) data

- 11.1 The Customer guarantees that all statutory provisions regarding the (personal) data to be processed by the Software, in particular including the provisions drawn up by or pursuant to the privacy

legislation current at the time, are and will be strictly complied with. The Customer shall indemnify Foclar against claims, of any nature, made by third parties in the context of the processing of (personal) data or for which the Customer is otherwise responsible under the law, whether or not based on damages, penalties or otherwise and the Customer shall fully compensate Foclar therefor.

Article 12 - Duration and termination of the agreement

- 12.1 Agreements between Foclar and the Customer will be entered into for a period as described in the agreement.
- 12.2 The agreement will commence on the date agreed between the Customer and Foclar. If no commencement date has been agreed, the agreement will commence at the time Foclar executes the agreement.
- 12.3 If during the execution of the agreement it becomes evident that for a proper execution it will be necessary to amend or add to the agreement, the Customer and Foclar will agree in a timely manner to proceed to amend the agreement.
- 12.4 Amendments and additions to, and/or extension of, the agreement shall only be binding insofar as the Customer and Foclar have agreed in writing. The ensuing costs shall be borne by the Customer. Work carried out, and performance of or deliveries by, Foclar to the Customer, shall be paid in accordance with Foclar's usual rates.
- 12.5 Foclar has the right, without prior notice of default and without being liable in any way for any damage or costs and without waiving any other right, to suspend its obligations or to terminate the agreement (in part) or to terminate the agreement early if the Customer fails to perform its (payment) obligations, if it appears that liquidation of the Customer is imminent, if the Customer has applied for a moratorium or intends to apply for a moratorium, if the Customer cannot freely dispose of its (liquid) assets as a result of for example attachment, if the company of the Customer is being dissolved or dissolution is intended, if the ownership of the company of the Customer is transferred to a third party or if the third party has gained some control or if the Customer acts contrary to public order or morality and possibly might damage Foclar's reputation;
- 12.6 In the abovementioned cases, Foclar's claims against the Customer will immediately become due and payable in full.
- 12.7 Rights and obligations under the agreement which by their nature and content are intended to continue after termination of the agreement, shall remain in full force and effect after termination or dissolution of the agreement.
- 12.8 If an agreement is entered into for a definite period of time and the Customer terminates the agreement early without prior written permission from Foclar, either by giving notice or by de facto termination, the Customer shall pay Foclar, to the fullest extent permitted by law, an immediately due and demandable penalty equal to the full contract value/price agreed, all without prejudice to the obligation of the Customer to pay additional damages in the event that the damage would exceed the damages to be paid based on the foregoing.
- 12.9 If the Customer at the time of termination already received any performance by Foclar in connection with execution of the agreement, this performance and the related payment obligation cannot be undone unless Foclar is in default with respect to the performance. Amounts invoiced by Foclar before termination relating to work already performed or delivered by Foclar for the execution of the agreement, will remain fully payable with due observance of the provisions of the previous sentence and will be directly due and payable at the time of termination. The above shall apply mutatis mutandis to performance and actions that have not yet been invoiced.

Article 13 - Liability

- 13.1 Without prejudice to the other exoneration provisions included in these General Terms and Conditions, any liability of Foclar towards the Customer, based on attributable breach of contract or any other cause, shall be limited to a maximum of the amount paid by the Customer to Foclar (excluding VAT) over the last six (6) calendar months preceding the event causing the liability, unless the insurer pays out a higher amount.
- 13.2 Foclar shall not be liable for any loss of profits, consequential loss or indirect loss.
- 13.3 Any claim for damages against Foclar will be barred by the mere lapse of twelve (12) months after the Customer discovered the damage or reasonably should have discovered the damage.
- 13.4 Notwithstanding the foregoing, conditions restricting, excluding or determining liability that may be invoked by third parties against Foclar, may also be invoked by Foclar against the Customer. If and insofar as Foclar engaged third parties for the execution of the order, the Customer cannot assert more rights against Foclar than Foclar can assert against the third parties in question.

Article 14 - Force majeure

- 14.1 Foclar is not under any obligation to perform its obligations arising from the agreement in the event that Foclar cannot fulfil these obligations as a result of circumstances beyond its control (force majeure). Force majeure shall include but is not limited to strikes, non-delivery by suppliers or incomplete or delayed delivery, war and danger of war, terrorism, import and export bans, epidemics, traffic jams, loss or damage during transport, fire, theft, power supply failure and faults in communication lines.

Article 15 - Applicable law and competent court

- 15.1 Dutch law shall apply to any agreements to which these General Terms and Conditions apply, and to any further disputes arising therefrom.
- 15.2 Disputes shall always be submitted to the competent Midden-Nederland Court in Utrecht.