GLOBAL SOFTWARE B.V. GENERAL
TERMS AND CONDITIONS FOR
SOFTWARE LICENCE
AGREEMENTS
Version 02.28.2017

Article 1. Scope

1.1   These general terms and conditions will apply to all offers, quotations, assignments, agreements and (legal) acts, as well as to the performance of assignments by or on behalf of Global Software B.V., trading as Videck and hereafter Videck - and to anything that may occur because of, or about, any such offers or   assignments, etc.

1.2   Any exceptions and additions to these general terms and conditions shall be valid only if expressly agreed in writing by Videck. Any derogation from the conditions notwithstanding the foregoing will have a non-recurring effect. The Licensee cannot derive any rights   from any such derogation in other legal relationships between the parties.

1.3   Any offers etc. by Videck are non-binding, unless Videck expressly indicates otherwise in writing.

1.4   The applicability of any purchasing or other conditions of the Licensee is expressly rejected.

1.5   Videck reserves the right to use the Licensee's business name and logo for commercial purposes.

1.6   Videck reserves the right to amend these general terms and conditions without   prior notice, while the Licensee agrees to such right and to any future amendments by accepting these   conditions.

1.7   The assignment or pledge for property-law purposes of any rights or entitlements under the present agreement and/or general terms and conditions is prohibited.

1.8   No rights can be derived from the contents of any brochures or website.

1.9   The stipulations in these general terms and conditions have been made for the benefit of:
(a) Videck, including its employees, board members, executives and any persons working   for Videck otherwise;
(b) any third parties engaged or to be engaged by Videck;
(c) anyone for whose acts or omissions Videck is or may be held liable;
(d) any former Videck employees, board members, executives and any persons formerly   working for Videck otherwise;
(e) any heirs, beneficiaries and successors in title of the parties listed under (a) to (d) above.

1.10   This disclaimer forms an essential part of this agreement, and the software cannot be used without this applicable safeguard.

Article 2. Registration

2.1   By installing or using the software, the Licensee acknowledges to have read and understood the license agreement and agrees to be bound by it. If the Licensee does not agree to any of the following conditions, Videck will not be prepared to release the software license.

2.2   The Licensee declares and warrants the right and authorization to enter this agreement and to agree to these general terms and conditions.

Article 3. Joint and several liabilities

3.1   If the Licensee is a legal entity, it will bind its director jointly and severally for the obligations ensuing from the agreement and from the present general terms and conditions.

3.2   If the Licensee fails to do so, it will forfeit a fine of EUR 250 per day, including part of a day, that such failure continues, with effect from the day on which Videck gave notice to the director.
3.3   If the agreement has, *de facto*, been entered by the Licensee's director, the director declares to be jointly and severally liable by accepting these general terms and conditions.

Article 4. Rate
4.1   All prices are exclusive of turnover tax (VAT) and any other government levies.
4.2   Prices may be increased periodically, including in the event of indexation or higher or other government levies. If the Licensee does not agree to any such adjustment, it may terminate the agreement with effect from the date on which the adjustment was to come into effect. The foregoing cannot give rise to any liability for damage that the Licensee asserts because of the termination.
4.3   All costs involved with payments to be made to Videck , including costs to be incurred by one or more banks, will always be payable by the Client.
4.4   Videck will enable the Licensee to use the software. This includes any service in respect of general support of the use of the software, if such use is limited based on Fair Use. This means that if Videck spends more than 10% of the average in terms of time, it may invoice the excess time at a rate of EUR 23.75, exclusive of VAT, per 15 minutes.

Article 5. Payment
5.1   Payment is made in advance by way of direct debit of a credit card or through PayPal, the Licensee being required to ensure that its balance is sufficient to cover the upcoming debit.
5.2   Payment is deemed to have been made in time if received by Videck on or before the day preceding the new period.
5.3   If payment is not received by Videck in time, the Licensee will be immediately in default without any further notice of default and/or demand letter from Videck being required, and Videck will suspend its obligations with immediate effect, because of which the Licensee will no longer have access to the software and the data stored therein.
5.4   The Licensee will remain under the obligation to pay the subscription fee until such date as the subscription would have ended if the Licensee had given notice of termination, the date of giving notice of termination being deemed to be the first day on which the Licensee was in default of payment.
5.5   If, after such default, the Licensee pays and requests Videck to restore access, the Licensee will grant Videck the right to add an amount of EUR 75 in administration costs to the next debit.
5.6   If payment is not made, Videck is entitled in accordance with Article 3, without any further notice being required, to demand that the Licensee's director and the Licensee carry out their obligations by, *inter alia*, suspending the provision of the software and/or dissolving the agreement. The foregoing is without prejudice to the following provisions.
5.7   In no event, will the Licensee be entitled to invoke set-off in respect of the payment referred to here without the express written consent of Videck

5.8   If and as soon as the Licensee is in default as referred to in paragraph 5.3 above, Videck is entitled to pass on the invoice amounts thus overdue to third parties for collection

without any further notice being required. The actual judicial and/or extrajudicial costs of collection to be incurred by Videck are fully payable by the Licensee. Extrajudicial costs of collection are due by the Licensee as soon as Videck passes on any amount to third parties for collection as referred to above. Such extrajudicial costs will at all times be at least 15% of the amount of the claim, subject to a minimum of EUR 160, without prejudice to Videck's right toclaim a higher amount in extrajudicial costs of collection if the actual extrajudicial costs of collection should prove to be higher.

5.9   If and as soon as the Licensee is in default as referred to in paragraph 5.3 above, it will, without any further demand letter and/or notice of default being required, owe interest, not only on the invoice in question but also on all due and payable amounts of outstanding invoices from Videck equal to 0.15% per day during default days 30 to 45 inclusive;
equal to 0.3 % per day during default days 46 to 60 inclusive;
equal to 0.31 % per day after default day 61;
or, alternatively, the statutory commercial interest as referred to in Art. 6:119a of the Dutch Civil Code [*BW*], increased by 2%, to be calculated on a monthly basis by determining one twelfth thereof, part of a month being deemed to be a full month, without prejudice to Videck's right to claim full compensation of all such damage as it may suffer as a result of the Licensee's failure to pay, and without prejudice to the judicial and extrajudicial costs of collection referred to in paragraph 5.5 above.

Article 6. Termination of license

6.1   Depending on the type of subscription selected, the agreement is entered for a term of
A: 1 month, subject to a minimum initial purchase of 3 months, the Licensee always paying monthly in advance, with an advance payment for the first 3 months.
B: 12 months, the 12-month subscription being paid in advance.

6.2   The license agreement A will be automatically renewed by one month, and agreement B by one year, unless the subscriber has given notice of termination of the subscription at least one calendar month prior to commencement of the new subscription period or of conversion to the other type of subscription (A to B or B to A).

6.3   Any such conversion or termination is to be entered in the subscriber's portal by the subscriber.

6.4   From the time of termination of the subscription or suspension as described in Article 5.3, the Licensee's access to the portal, the software and its data, howsoever denominated, will be discontinued: The Licensee can no longer use what it has created.

6.5   Videck will not be under any obligation to make the data available to enable the Licensee to consult or adapt the data using another software program or store such data in a different software format.

6.6   After termination of the subscription, the Licensee's data as stored with Videck are retained for a period of 1 year, after which they will be deleted without any further notice being required.

6.7   Early or interim termination by the Licensee will not be permitted, unless unambiguously agreed otherwise between the parties in writing.

Article 7. Limited warranty

7.1   Videck does not warrant that the software is free of defects and will run without   interruption. Videck does not issue any warranties as to fitness for a specific purpose or   use.

7.2   Videck will not be responsible for the purchase and/or the proper performance   of the infrastructure of the Licensee or of any third parties. Videck will not be liable for   any damage or costs caused by errors in transmission, non-performance or defective performance or   non-availability of computer, data or telecommunication facilities, including the internet.

7.3   The Licensee is responsible for compliance with all technical and functional requirements set by Videck necessary to use the software.

Article 8. Limitation of liability and indemnification

8.1   The Licensee may use the software only after reading the accompanying instructions. In the event of any problems using the software, the Licensee is required to consult the instructions to ensure that the product is used correctly.

8.2   Videck will not be liable for any damage suffered by the Licensee or any third   parties because of the use or the distribution of the Software. Therefore, the Licensee is, and will   continue to be, responsible and liable for the correctness and completeness of its calculations,   drawings and all such other works, howsoever denominated, as it may create using the software of Videck

8.3   In no event, will Videck be liable for any loss of human life, goods, turnover,   profit, data or computer programs, or for any damage because of personal injury, indirect special,   incidental, wrongful act, economic damage, direct or indirect (consequential) damage, irrespective of   the cause and irrespective of the basis for liability, ensuing from the use or any failure of the software.

8.4   Videck will retain or administer the software and the data, and will endeavor to   do so as safely and sustainably as possible. In no event, can Videck warrant that no   hacking, violation or other form of external interference will occur and, therefore, excludes any   liability for damage on that account.

8.5   Videck will also endeavor to cause the software to fun error-free. In the event   of a malfunction in its software, Videck will endeavor to remedy the malfunction   within a reasonable term of the malfunction being reported or discovered, without attaching any time   limit to such remedy in advance. Videck excludes any liability for damage in the event of a   malfunction. Any claim arising from a malfunction on the part of Videck is excluded,   unless the Licensee demonstrates during the period of the malfunction to have tried to use the   software to no avail.

8.6   Any liability that should, nevertheless, be created is limited to the amount of the fee (excluding turnover tax) for the relevant assignment. If and to the extent that the agreement is a continuing performance agreement, the damage because attributable failure will in no event exceed the price stipulated in the applicable agreement (excluding turnover tax) for Videck 's performances during the period of 1 month preceding Videck 's default. The amounts   referred to in this paragraph are reduced by any credit notes stipulated by the Licensee and granted   by Videck

8.7   The foregoing is expressly and absolutely limited under any circumstances to a maximum amount of EUR 2,500, all-inclusive.

8.8   As a condition for the creation of any entitlement to damages, the Licensee will always be required to report the damage to Videck in writing as soon as reasonably possible after   occurrence, but in any event within 8 days of discovery.

8.9   Any claim against Videck will lapse by the expiry of a period of 1 month following occurrence.

8.10   This limited warranty and limitation of liability will not be transferable to any third parties.

8.11   If Videck is instructed to create or adapt a work using the software of Videck , the Client warrants the correctness and completeness of the material or data supplied   and that the Client is authorized to cause such material to be adapted etc., and that Videck is also unconditionally and irrevocably authorized to do so, all considering, *inter alia,* but expressly   not limited to, copyright law. The Client is under the obligation to ascertain that the Client is   authorized to do so. The Client will indemnify Videck against any third-party claims   because infringement of any copyright, intellectual property right, moral right, trademark, patent,   trade secret, unfair competition or privacy right.

8.12   In the event of an assignment as described in Article 8.11, the same obligations as articles 3 and 8 and, in general, the present general terms and conditions, will apply *mutatis mutandis*, if 'the Licensee' is to read 'the Client'.

8.13   In the event of an assignment as described in Article 8.11, the license agreement will be deemed to be independent of the assignment, in that termination of one agreement will not automatically result in termination of the other.

Article 9.   Confidential information, non-poaching

9.1   Either party warrants that any such information as it may receive from the other party, which it knows or should know to be of a confidential nature, will remain secret, save in the event of a statutory duty to disclose such information. The party receiving confidential information will use such confidential information only for the purpose for which it was provided. Information will in any event be deemed to be confidential if either party expressly qualifies it as such.

9.2   The Licensee acknowledges and agrees that the development of software involves time and money, is confidential, and is a Videck trade secret.

9.3   If the Licensee grants (unauthorized) third parties access to the software, it warrants that such third party agrees to the terms of this license, and the Licensee will indemnify Videck and Videck authorized suppliers in the event of a claim by such third party.

9.4   The Licensee or any private individuals or legal entities directly or indirectly affiliated with the Licensee will not employ, cause the employment of, trade with any staff members associated with Videck in any way whatsoever, or induce them in any way whatsoever to provide or   receive information in the broadest sense relating to Videck or any of its affiliates, which   by its nature should be understood to be sensitive.

9.5   If the Licensee acts contrary to this article, it will forfeit an immediately payable penalty in the amount of EUR 10,000 to Videck, without prejudice to the latter's right to claim   compensation for the damage suffered because of such acts.

© Videck Terms and conditions

Article 10. Intellectual property and general use restrictions

10.1   Copying the product manual or any printed material pertaining to the Software is prohibited. There is no ownership of the software. The Licensee will only have usage rights to the extent expressly granted by these conditions and by law.

10.2   Any rights not specifically granted are reserved for Videck The Licensee may not   use, copy, modify or electronically or otherwise distribute, or allow another person or entity to use,   copy, modify or electronically or otherwise distribute, the software or any copy, adaptation,   transcription or merged part of the documentation. The Licensee may not modify the software or   transfer it to run on any platform other than those provided. The Licensee may not reverse assemble   or reverse compile or otherwise translate the binary form of the Software, or allow another person or   entity to do so. The Licensee's right may not be transferred, given in lease, granted to any third parties   or sublicensed to any other person or entity.

10.3   The Videck subscription grants the Licensee the right to use it for one person for the subscription period agreed. The Licensee may not use the software or multiple connected systems, networks, servers or emulations on any mainframe or minicomputer, unless agreed otherwise by way of written approval by Videck. The Licensee may always use the software on up to one of its computers in a server network connected with other computers if the server network does not   have access to the software.

10.4   Videck hereby reserves the right at any time to alter, modify, correct or translate   the software.

10.5   The Licensee is able and entitled to store the content generated using the Videck Software locally as a PDF file. Videck recommends that the Licensee always stores its generated   content locally to safeguard access to such content always.

10.6   In the event of an assignment as described in Article 8.11, the Client will grant Videck the irrevocable right to share the information or materials provided by the Client with third parties, or to adapt or process such information or materials in the broadest sense, without any entitlement to compensation in that respect arising on the part of the Client.

Article 11. Miscellaneous

If any condition or provision of the license agreement proves invalid under applicable law or the rule of law, the other provisions of the license agreement will remain in full force and effect, except for the specific invalid part, and in such event the relevant provision will be amended and interpreted such that the purport of the unenforceable or invalid provision can best be realized within the limits of applicable law or applicable case law.

Article 12. Jurisdiction

The license agreement and the parties' rights and obligations pursuant thereto are interpreted and carried out exclusively in the framework of, and in accordance with, the laws of the Netherlands, without any reference to conflicting principles of law. The parties agree that the application of the Vienna Sales Convention (CISG) to the license agreement is excluded. Exclusive place of jurisdiction is Roermond, the Netherlands.