

EDIA – GENERAL TERMS AND CONDITIONS

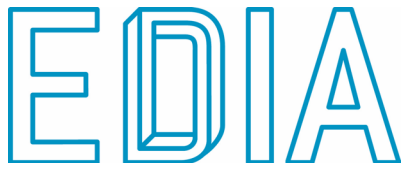
Article 1, Terminology

EDIA uses the following definitions:

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| “Agreement” | means the arrangements agreed in a form or a document or in some other way under which EDIA will deliver to Customer the goods and/or Services defined therein; |
| “Customer” | means the company or person who enters into an agreement with EDIA and for whom EDIA provides certain Services; |
| “EDIA” | means EDIA Holding B.V., a company registered in Amsterdam under number 56955456 and having its seat at Tesselschadestraat 11, 1054 ET in Amsterdam and all subsidiaries of EDIA; |
| “General Terms” | means these General Terms & Conditions; |
| “Party or Parties” | means the Customer or EDIA individually (‘Party’) or collectively (‘Parties’). |
| “Service(s)” | means IT or other related services deliverable to Customer by or on behalf of EDIA and described in the Agreement. |
| “Terms of Use” | means the specific terms that supplementary to the General Terms are applicable to the delivery of specific Services. |

Article 2, General provisions

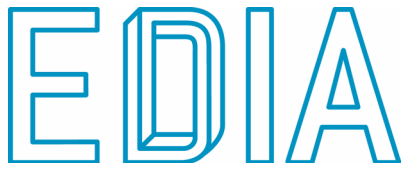
- 2.1 These General Conditions apply to all offers and Agreements under which EDIA delivers any goods and/or Services to Customer.
- 2.2 If conflicts exist between provisions in the Agreement, Terms of Use, General Conditions and Supplementary Conditions, the following precedence shall apply:
 - 1 - Agreement
 - 2 - Terms of Use
 - 3 - General Terms
- 2.3 The applicability of other general terms and conditions is expressly rejected. If Customer accepts an offer of EDIA and refers to additional or deviating terms or conditions these terms and conditions shall not apply between the parties unless such deviating terms are explicitly accepted in a written statement issued and signed by EDIA.
- 2.4 Agreements and changes thereto shall be established:
 - a. by signature and on the date of signature by both Parties of an offer submitted by EDIA or some other document;



- b. on the date of receipt of EDIA's written confirmation of its acceptance of Customer's application;
- c. if Customer enables EDIA to start performing the work or deliver the Service.

Article 3, Price and payment

- 3.1 All prices and rates are stated in euro exclusive of value added tax (VAT) and other government levies. Travel time, travel and subsistence expenses, extra hours and other costs attached to the work are not included in the prices and rates and may be billed separately by EDIA.
- 3.2 EDIA may annually increase the prices and rates for inflation with as maximum last year's published inflation. No price adjustment shall be implemented in any year where the published price index is negative.
- 3.3 EDIA reserves the right to increase the agreed prices and rates once a year over and above the annual price index-linking subject to notification of Customer at least 30 days in advance. A price increase under this article 3.3 shall give Customer the right to cancel the Agreement without charge only in the following cases:
 - a. if the price increase concerns a Service delivered under Terms of Use; or
 - b. if the price amendment does not concern a Service delivered under Terms of Use when the price increase exceeds 5%.
- 3.4 EDIA shall invoice amounts owed by Customer in the following way:
 - a. non-recurring amounts shall be billed on the date of delivery or supply;
 - b. periodical amounts shall be billed in advance and shall be payable from the date of delivery or start of use of the Service;
 - c. usage charges and amounts for time and materials shall be billed monthly in arrears.
- 3.6 Customer shall pay all invoices by the due dates stated on each invoice. A payment term of 30 days from the invoice date shall apply, unless explicitly agreed otherwise. In case Parties have agreed on payment by direct debit, EDIA shall announce on the invoice on which date the invoice amount shall be debited from the account of Customer.
- 3.7 Objections to invoiced amounts shall be made known to EDIA in writing before the due date, in the absence of which Parties shall accept the accuracy of the invoiced amounts after expiry of the due date. The data kept by EDIA shall determine the amounts owed by Customer, unless Customer demonstrates that the data are incorrect.
- 3.8 Customer shall be in default without further notice on failure to pay amounts owed by the due date. EDIA shall then be entitled to charge interest at the statutory rate within the meaning of article 6:119 (a) and article 6:120 of the Dutch Civil Code (statutory interest for late payment) and to fair reimbursement of legal and out-of-court expenses and debt collection costs, beside other means which EDIA has available to exercise.
- 3.9 Customer shall not be entitled to make any set-offs.



- 3.10 Customer shall only be entitled to suspend payment of a disputed part of the debt. Customer shall inform EDIA within five working days of its reasons for seeking recourse to suspension of payment.

Article 4, Security, deposit, bank guarantee

- 4.1 EDIA shall have the right to require security from Customer in the form of a bank guarantee, deposit or some other kind of security if legitimate doubt exists about Customer's ability to fulfil its payment obligation.
- 4.2 The security amount shall not exceed the amount that Customer will owe EDIA over a period of six months for the agreed goods and/or Services.
- 4.3 At such time as the need for security no longer exists, EDIA shall notify Customer that the security or bank guarantee or other form of security may be discontinued or, as the case may be, shall refund the deposit.
- 4.4 No interest shall be payable over the deposit.

Article 5, Non-disclosure

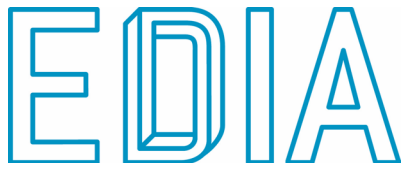
- 5.1 Parties shall keep confidential all information and data received from each other insofar as marked confidential or evidently confidential from its nature, unless a legal obligation exists to disclose such information and/or data. The non-disclosure obligation shall end one year after the Agreement ends.

Article 6, Risk, title and duty of care of goods

- 6.1 The risk of destruction, loss, theft or degradation of items shall transfer to Customer at the time of delivery.
- 6.2 EDIA shall retain title to the items until such time as Customer has paid all owed amounts. Until obtaining ownership Customer shall refrain from selling, mortgaging or pledging the items and shall not rent or loan them out or in any other way make them available to third parties under any title whatsoever.

Article 7, Warranty

- 7.1 EDIA shall deliver goods and Services in accordance with the technical and/or functional specifications as agreed in the Agreement and/or Terms of Use. EDIA shall not guarantee uninterrupted or faultless delivery of Services.
- 7.2. a) Items shall be covered by a warranty of three months that shall start on the date of delivery.
- b) The warranty on items includes free repair or replacement of the items (or parts thereof) in the event of material and/or manufacturing faults. The warranty excludes

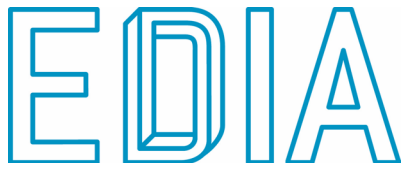


the supply and/or replacement of consumables. Replaced parts shall automatically become the property of EDIA.

- 7.3. a) System software shall be covered by a warranty of three months that shall start the day after delivery of such software.
- b) The warranty on systems software shall correction of errors if the software fails to function in conformity with the technical and functional specifications agreed between Parties.
- c) EDIA does not warranty that system software shall function uninterrupted and completely error free or that all errors shall be corrected.
- 7.4 The warranty shall be invalidated if:
- a. parties other than EDIA repaired, altered or expanded the items without the prior written consent of EDIA;
 - b. in EDIA's opinion the items have been neglected or used, treated and/or maintained carelessly and/or injudiciously.
 - c. type numbers, serial numbers and/or warranty stickers have been damaged, removed and/or altered;
 - d. changes have been made to the warranty certificate and/or purchase slip;
 - e. defects have occurred due to failure to connect and/ or install (approved) items in accordance with the directions;
 - f. defects have occurred due to nonconforming ambient conditions, insofar as such conditions were specified;
 - g. defects have occurred through other external causes;
- 7.5 If EDIA has delivered items under a manufacturer's warranty, the only warranty terms and conditions that shall apply shall be those of the manufacturer.
- 7.6 The warranty term shall not be extended or renewed through performance of work under the warranty, with the provision that the work performed under the warranty (including replaced parts) shall be covered by a three-month guarantee.

Article 8, Intellectual property rights

- 8.1 Subject to the limitations and conditions set forth in the Agreement, EDIA shall grant Customer a nonexclusive, non-transferable right to use the software, hardware or other items delivered or provided in connection with the Agreement in the form in which delivered or provided, but solely for internal purposes and to the extent necessary to use the Services delivered under the Agreement.
- 8.2 The intellectual or industrial property rights attached to all software, hardware or other items, including documentation, provided by EDIA to Customer under or pursuant to the Agreement shall be vested in EDIA or its EDIAs and/or in the third party that EDIA authorised to provide Customer with the software, hardware or other items. Customer shall obtain only those rights explicitly assigned in the Agreement.



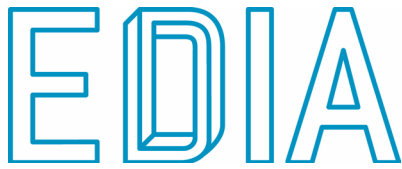
- 8.3 EDIA shall exercise its best efforts to ensure that Customer's use of the software, hardware and other items provided by EDIA for the purposes of the Services do not infringe the intellectual or other property rights of third parties.
- 8.4 EDIA shall indemnify, hold harmless and defend Customer against third-party claims related to alleged infringement of their intellectual or industrial property rights by software, hardware or other items and Facilities provided by EDIA for the Service(s), provided always that Customer (i) immediately informs EDIA of such claims, (ii) refrains from acknowledging the claims, and (iii) cooperates in putting up a defense against such claims. The indemnification obligation shall cease to exist if and to the extent that the alleged infringement is reasonably ascribable to misuse of or alterations to the software, hardware or other items by Customer, its customers, associated companies, agents or subcontractors and, if the (alleged) infringement relates to an indirect infringement, or if the (alleged) infringement stems from a combination of the software, hardware or other items delivered for the Agreement with other products, software or elements not provided by EDIA.
- 8.5 If a court of law has ruled irrevocably that an act or omission by EDIA has resulted in Customer infringing the intellectual or industrial property rights of third parties, EDIA shall, at its election:
- a. take measures to end the infringement, such as replacing the infringing Service by another functionally equivalent service or by altering the Service so that it ceases to infringe but remains functionally equivalent, or
 - b. end the Services and refund to Customer any amounts already received for Services not yet rendered.

Article 9, Cooperation by customer

- 9.1 Customer shall provide on time in all instances all information that may be useful and required for performance of the Agreement and shall guarantee that provided information shall be correct and complete.
- 9.2 EDIA shall have the right to suspend performance of the Agreement if Customer fails to provide, provide on time or provide in accordance with the arrangements any information and devices required for performance of the Agreement, or in any other way fails to fulfil its obligations.
- 9.3 Customer shall at all times provide employees of EDIA access to places where work must be performed, or Services must be provided.

Article 10, Delivery times and non-fulfilment

- 10.1 All delivery times stated by EDIA shall be approximate and shall never be construable as deadlines. If EDIA does not meet a delivery time it shall not constitute as a breach by EDIA.
- 10.2 EDIA and Customer shall consult with each other as soon as possible in the event of an impending overshoot of a delivery time.



- 10.3 EDIA shall not be in default (verzuim) until after Customer has served EDIA with a written notice of non-fulfilment that afforded a reasonable time for rectification and after EDIA has failed to fulfil within such reasonable time.

Article 11, Term and termination of agreement

- 11.1 An Agreement concluded for a fixed term shall be tacitly renewed on expiry of the initial contract term for an indefinite period of time, unless Parties terminate the Agreement by giving one (1) month written notice prior to expiry of the initial contractual term.
- 11.2 An Agreement, either concluded or renewed for an indefinite period of time, may be terminated by Customer by giving EDIA one (1) month written notice, unless Parties have agreed on another notice period EDIA may terminate the Agreement, subject to prior consultation and through written notice that states the reasons for termination. For the avoidance of doubt Customer may only terminate the Agreement after expiry of any agreed contractual minimum term.
- 11.3 If Customer terminates a service prior to expiry of the fixed contractual term (minimum or otherwise), EDIA shall be entitled to the remaining charges that would have been owed if the Agreement had not been terminated in the interim.
- 11.4 Customer has the right to terminate the Agreement immediately and without notice period if:
- a. EDIA materially breaches any of the terms of the Agreement and TOU;

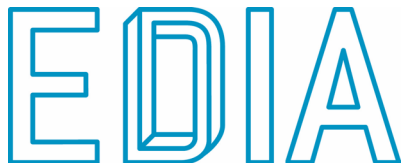
EDIA has the right to terminate the Agreement and/or stop providing Services immediately in part or in whole if:

- a. The provision of Customer's services or products are reasonably suspected by EDIA to be in breach with legislation in the country where the Customer services or products are offered from or to;
- b. Customer materially breaches any of the terms of the Agreement and TOU;
- c. EDIA finds there are clear indications that Customer is, or is likely to become insolvent and/or unable to pay for the Services.
- d. EDIA shall not be liable for the termination or suspension of the Services, or any claims related to the termination or suspension of the Service.

Upon termination of the Agreement the Customer must discontinue the use of the Software.

Article 12, Suspension

- 12.1 Supplemental to the suspension grounds existing at law, EDIA shall have the right to suspend the provision of Service forthwith, in full or in part, and, if applicable, to disconnect from EDIA's installations, hardware and/or network if:
- a. a governmental authority or regulator obliges EDIA to take such action;



- b. such action is necessary to comply with (or enforce) legislation or amended legislation;
- c. EDIA must take such action to carry out a court order or judgement;
- d. the quality or availability of the services that EDIA delivers to other customers is being impaired or is in danger of being impaired due to the behaviour of Customer or its personnel, or by the hardware or cables of Customer;
- e. the safety of persons or goods is being impaired or is in danger of being impaired due to the behavior of Customer or its personnel;
- f. situations exist where immediate action must be taken, for example to protect the safety of persons or the integrity of the network;
- g. legitimate reasons exist for assuming that the provision or use of information or services via the Service is illegal or is unlawful in relation to third parties.

12.2 Customer shall be obliged to pay all charges payable throughout the period of suspension as referred to in article 12.1.

12.3 Insofar as EDIA has suspended the provision of service on account of Customer's failure to fulfil an obligation, EDIA shall have the right to charge reconnection fees on resumption of the service.

Article 13, Dissolution of agreement

13.1 Supplemental to the dissolution grounds that exist at law, EDIA shall have the right to dissolve the Agreement forthwith, in full or in part, without recourse to the courts and without serving notice of nonfulfillment, if Customer:

- a. has petitioned for or been granted suspension of payments;
- b. has been declared bankrupt or is the subject of a petition for bankruptcy.

Article 14, Liability of EDIA; indemnification

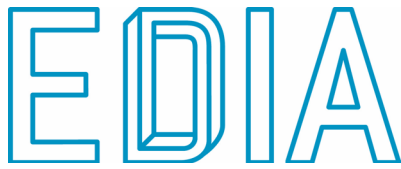
14.1 Nothing in this Agreement will:

- a. limit or exclude any liability for death or personal injury resulting from negligence;
- b. limit or exclude any liability for fraud;
- c. limit any liabilities in any way that is not permitted under applicable law; or
- d. exclude any liabilities that may not be excluded under applicable law.

14.2 EDIA shall not be liable to the Customer in respect of any losses arising out of a force majeure event.

14.3 EDIA shall not be liable to the Customer in respect of any loss of revenue or income, any loss of use or production, loss of business or opportunities.

14.4 EDIA shall not be liable to the Customer in respect of any loss or corruption of any data, database or software.



- 14.5 The aggregate liability of the EDIA to the Customer shall not exceed the greater of the total amount paid and payable by the Customer to the EDIA under this Agreement.

Article 15, Force Majeure

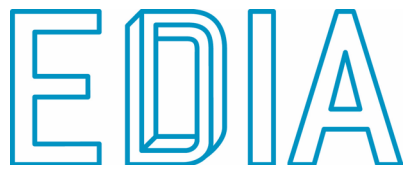
- 15.1 Neither Party shall be bound to fulfil any obligation if prevented from doing so by force majeure.
- 15.2 Insofar as not already included, force majeure shall further mean instances of strikes, company sit-ins, blockades, embargoes, government measures, war, revolution and/or any similar state, power failures, faults in electronic communication lines, cable breaks, fires, explosions, water damage, lightning damage, natural disasters, flooding and/or earthquake, shortage of and/ or sickness of personnel.
- 15.3 If force majeure lasts longer than ninety (90) days, each Party shall have the right to end the Agreement through written notice by registered letter, unless it appears likely that the force majeure will be resolved within a reasonable period of time. Anything already delivered under the Agreement shall be paid for proportionately, without Parties owing each other anything further.

Article 16, Alteration and expansion of work, services and/or deliveries

- 16.1 If EDIA has performed work, other services or other deliveries outside the content or scope of the agreed matters at the request or with the consent of Customer, EDIA shall receive payment for such work, service of deliveries in accordance with its customary rates or, if a fixed price has been agreed, the additional costs shall be charged. However, EDIA shall not be under obligation to meet such a request and may require conclusion of a separate written agreement.
- 16.2 Customer accepts that alteration or expansion of the work, services or deliveries within the meaning of this article may affect the agreed or expected time of completion of obligations, mutual responsibilities of Customer and EDIA and agreed rates of EDIA.

Article 17, Obligations under data protection act and telecommunications act

- 17.1 Parties shall afford each other every cooperation to enable the other Party to fulfil its obligations under the Data Protection Act and, in the case of EDIA, under the Telecommunications Act.
- 17.2 In all instances Customer shall inform EDIA timely and properly of whether data processing for the purpose of an Agreement falls under the Data Protection Act and whether the Dutch Data Protection Authority or the data protection officer of Customer has been notified of the processing. Customer shall reimburse EDIA for any work and/or costs necessary in respect of obligations mentioned in this article.
- 17.3 Customer shall ensure that the person with responsibility for data protection within the meaning of the Data Protection Act fulfils all obligations under the Act. Customer shall



indemnify and hold harmless EDIA for all and any claims lodged by third parties against EDIA under the Data Protection Act.

- 17.4 EDIA shall have the right to block transmission of unwanted communication within the meaning of Section 11.7 of the Telecommunication, Act, such as spam, malware and viruses.

Article 18, Final provisions

- 18.1 Dutch law shall govern the Agreement. The Agreement excludes application of the United Nations Convention on Contracts for the International Sale of Goods 1980.
- 18.2 Any disputes between Parties arising from or related to the Agreement shall be exclusively submitted to a court of law with jurisdiction in Amsterdam.
- 18.3 EDIA shall be entitled to amend these General Conditions. An amendment shall take effect four weeks after its announcement or on a later date as may be cited in the announcement.
- 18.4 EDIA shall be entitled to modify a Service or to replace certain parts of the Service by other parts at any time.
- 18.5 Rights granted to Customer by EDIA for use of Services shall be strictly personal. Unless explicitly otherwise agreed, it shall be prohibited for Customer to resell or cause the resale of such rights or to make them available to third parties in any other way.
- 18.6 For the term of the Agreement and one year thereafter, each Party shall refrain from employing employees of the other Party who were involved in performance of the Agreement, or to cause them to work for it in any other way, directly or indirectly, without the prior written permission of the other Party. The other Party shall have the right to attach conditions to such permission.
- 18.7 EDIA shall be entitled to engage third parties to fulfil all or some of its obligations under the Agreement. However, this shall not in any way relieve EDIA of its obligations.
- 18.8 EDIA shall be entitled to assign the Agreement(s) with Customer to other companies in EDIA's group (meaning a company with at least 50% of the same shareholders), and/or to third Parties. Customer shall not withhold its cooperation or delay such assignment on unreasonable grounds. EDIA shall inform Customer of such an assignment.
- 18.9 Customer shall send all correspondence and notifications for the purposes of an agreement to the address of the designated person or department.
- 18.10 If provisions or parts of provisions in these General Conditions or annexes are or become unlawful, invalid or unenforceable, the surviving provisions or the valid part of the invalid provision shall remain fully in force and enforceable, without any consequences for the other obligations of Parties. The unlawful, invalid or unenforceable provision shall be deemed replaced by a provision that as far as possible has the same legal and commercial purport.