

# General terms and conditions MareVisie BV

MareVisie shall be understood to mean MareVisie BV, having its registered office and place of business at Industrieweg 96, 2254 AE in Voorschoten, the Netherlands, and all its affiliates, insofar as they have declared these terms and conditions applicable to transactions.

## 1 General

The general terms and conditions apply to all offers, activities, quotations and agreements between MareVisie and clients or their legal successors, respectively.

## 2 Basis of quotations

MareVisie's quotations are based on the information provided by the client. The client guarantees that, to the best of their knowledge, they have provided all essential information for the design and execution of the work.

## 3 Provision of information

In order to ensure that the work is carried out properly and according to schedule as much as possible, the client shall provide all documents and data required by MareVisie in good time.

## 4 Staff

### Staff changes due to illness and force majeure

MareVisie may, in consultation with the client and the personnel working on an order, change the personnel deployed due to illness or force majeure. The change may not reduce the quality of the services to be provided. A change may also result in a change in the schedule.

### Recruitment or employment of mutual staff

None of the parties may, during the execution of the work and within one year after the termination of the work, hire the other party's personnel or negotiate with the other party's personnel about entering into employment, other than in approval with the other party.

## 5 Payment, prices and price increase

### MareVisie prices

Prices quoted are in Euros and are exclusive of turnover tax and other government levies. Insofar as applicable, the amounts stated are exclusive of shipping, travel and accommodation costs, which will be charged separately to the client.

### Changes in rates

MareVisie is entitled to change rates, prices and discounts. MareVisie shall inform the client of such changes at least thirty (30) days before the new rates, prices and discounts take effect. The client shall be bound by the changed rates, prices and discounts; unless the client notifies MareVisie in writing that the relevant agreement will be terminated as of the date on which the new rates, prices and discounts take effect.

### Payment of invoices

All invoices will be paid in accordance with the terms of the agreement and the payment conditions stated on the invoice. In the absence of specific conditions, the client shall pay within fourteen (14) days of the invoice date, with due observance of what is stated in the (relevant chapters) of these general terms and conditions.

## Non-timely payment

If the client fails to pay the amounts due within the agreed period, the client shall be immediately in default by operation of law, without any notice of default being required. In that case, the client shall owe the statutory interest on the outstanding amount. The interest shall be calculated from the day on which payment should have been made until the day of receipt of the amount due, without any notice of default being required.

## Default of payment

If payment is not made, MareVisie may suspend the execution of the work by invoking the uncertainty exception. If the client is in default or otherwise fails to comply with one or more of their obligations, all reasonable costs incurred by MareVisie in obtaining payment shall be for the client's account, both judicial and extrajudicial.

## 6 Modification of the order or additional work

The client accepts that the time schedule of the work can be altered if parties agree in the meantime to expand or change the approach, working method or scope of the assignment and/or the resulting work. If the interim change to the work or the execution of the work is due to the client's fault, MareVisie will make the necessary adjustments if the quality of the service so requires. If such an adjustment results in additional work, this will be confirmed to the client as an additional order.

## 7 Termination

### Termination of agreement

The parties have the right to dissolve the agreement with immediate effect, without judicial intervention, if the other party, even after notice of default, stating a reasonable period of time and a detailed statement of the alleged failure, remains in serious breach of essential obligations under the agreement.

### Payment obligation after termination

If, at the time of dissolution as referred to in the previous paragraph, the client has already received performance in execution of the agreement, such performance and the related payment obligation shall not be subject to cancellation, unless MareVisie is in default with regard to that performance. Amounts that MareVisie has invoiced prior to dissolution in connection with what it has already performed or delivered to execute the agreement shall remain due in full with due observance of the provisions of the previous sentence and shall become immediately due and payable at the time of dissolution.

### Dissolution

MareVisie shall be entitled, without any judicial intervention being required, to dissolve the agreement in whole or in part with immediate effect in the event that:

- The client transfers or cedes any part of its business operations relating to the products, services or licence rights as delivered and/or provided by or on behalf of MareVisie, or in the event that the client's owners or shareholders transfer a majority shareholding;
- The client becomes insolvent, is filed for bankruptcy, or if their company is wound up, in whole or in part, voluntarily or otherwise, and/or ceases its business activities.

### Explanation of termination

A termination as referred to in this Article shall not affect the validity of all provisions relating to payment, confidentiality, non-assumption of personnel, limitation of liability, and intellectual property even after termination.

## 8 Software Warranty

### Warranty

For a period of three (3) months after delivery or, if an acceptance test has been agreed between the parties, three months after acceptance, MareVisie shall, to the best of its ability, rectify any errors, if these have been reported

to MareVisie in writing and described in detail within that period. The repair shall be carried out free of charge, unless it concerns software developed on the client's instructions other than for a fixed price, in which case MareVisie shall charge its usual rates and repair costs. MareVisie may charge its usual rates and the costs of repair if there are user errors or injudicious use on the part of the client or other causes not attributable to MareVisie, or if the errors could have been identified when the agreed acceptance test was carried out. The repair of mutilated or lost data is not covered by the warranty.

### Remediation

Errors will be corrected at a location to be determined by MareVisie. MareVisie is entitled to implement temporary solutions or program bypasses or problem-avoiding restrictions in the software.

### Warranty period

After expiry of the warranty period referred to in Article 8.1 of these General Terms and Conditions, MareVisie is not obliged to repair any errors, unless a maintenance agreement has been concluded between the parties that includes such rectification.

### Warranty lapse

The warranty lapses if and as long as the client does not strictly adhere to their contractual obligations. Furthermore, the warranty shall lapse if changes are made to the software supplied by MareVisie that are not authorised by MareVisie, or if damage is caused to the software supplied by MareVisie due to errors or omissions on the part of the client or third party products.

## 9 Warranty equipment

### Remediation

During a period of twelve (12) months after delivery, MareVisie shall repair to the best of its ability any material and manufacturing faults in the system, if these have been reported to MareVisie in writing and described in detail within that period. All replaced parts shall become MareVisie's property.

### Warranty period

After expiry of the warranty period referred to in Article 9.1 of these General Terms and Conditions, MareVisie is not obliged to rectify any errors, unless a maintenance agreement has been concluded between the parties that includes such rectification.

### Warranty expiration

The warranty obligation shall lapse if the errors referred to in the previous paragraph are wholly or partly the result of incorrect, careless or incompetent use and/or external causes such as fire or water damage and/or other causes not attributable to MareVisie. In addition, the warranty shall lapse at the moment that changes are made to the equipment supplied by MareVisie that are not authorised by MareVisie, or if damage to the equipment supplied by MareVisie is caused by errors or omissions on the part of the client or third party products.

## 10 Intellectual property rights and user rights

### Ownership MareVisie and the client

All intellectual property rights to all works developed by MareVisie or made available to the client, including but not limited to software, equipment, tools, documentation and all results of services (such as analyses, quotations, reports, course material) and preparatory material thereof, are vested in MareVisie, unless agreed otherwise in writing. The client shall only acquire the rights of use and authorisations expressly granted by these General Terms and Conditions or which are otherwise expressly granted, and otherwise shall not duplicate or make copies of the works referred to in this Article.

## Ownership MareVisie

MareVisie expressly reserves all rights to and arising from intellectual property rights, such as rights to models, copyrights and patents, with regard to the software, graphic products and systems it produces and also with regard to the production methods it uses, unless agreed otherwise.

## 11 Retention of title

### Retention of title MareVisie

Until the client has made full payment over the entire agreed amount, all goods delivered shall remain MareVisie's property.

### Retention of title with regard to the client's non-performance of the agreement

If the client fails to comply with any of MareVisie's obligations under the agreement, MareVisie shall be entitled to repossess the goods without any notice of default being required, in which case the agreement shall be dissolved without judicial intervention, without prejudice to MareVisie's right to compensation for loss, loss of profit and interest.

## 12 Liability

### MareVisie's liability

MareVisie shall never be liable for consequential damage or for damage suffered by third parties.

### Product liability MareVisie

MareVisie shall not be liable for any costs, damage or interest caused by goods delivered by MareVisie, or by work performed by third parties engaged by MareVisie, due to late or incorrect delivery, or because the quality of the goods delivered was insufficient; in particular, liability for damage to files, software and networks in the normal execution of the work shall be excluded, subject to MareVisie's statutory product liability.

### Liability of MareVisie employees

Neither MareVisie nor its employees nor any third parties engaged by MareVisie shall be liable for any damage caused during the construction or installation of the products, except in the case of intent or gross negligence.

### Liability and compensation

In the event that MareVisie should nevertheless be deemed liable, by the final and conclusive judgement by a competent court, for any damages arising from this agreement, such liability shall be limited to the invoice value of the agreement. In the case of assignments with a duration of more than six months, the liability referred to herein shall be further limited to a maximum of the invoice amount for the last six (6) months.

## 13 Transfer of rights

### Transfer of rights by MareVisie or the client

MareVisie is entitled to transfer or otherwise dispose of the agreement, order confirmation or any rights or obligations arising therefrom to a third party. The client shall not be entitled to transfer or otherwise dispose of the agreement, order confirmation or any rights and/or obligations arising from it to a third party without MareVisie's prior written consent.

### Outsourcing by MareVisie

MareVisie may outsource all or part of the work to be performed or services to be provided by MareVisie to third parties.

## 14 Force majeure

### Extension of time schedule caused by force majeure

The obligation to fulfil the agreement by either party will be extended by a reasonable period of time if fulfilment by that party is prevented by force majeure. Parties agree that the following circumstances shall also be regarded as force majeure: strike of personnel, illness of personnel, late or delayed delivery by third parties, and/or solvency and/or liquidity problems and/or bankruptcy of third parties.

### Notification of force majeure

In the event of force majeure, one party shall immediately notify the other party in writing of such force majeure and provide the other party with all relevant information in that context.

## 15 Confidentiality

### Confidential information

Both parties are obliged to maintain the confidentiality of all confidential information obtained from each other or from another source within the framework of their agreement. Information shall be deemed to be confidential if the other party has indicated so or if this arises from the nature of the information. Information that was already in MareVisie's or the client's possession may also be regarded as confidential and must in that case be regarded and treated as such by either party.

### Rights to confidentiality MareVisie

If, on the basis of a statutory provision or a court ruling, MareVisie is obliged to provide confidential information to third parties designated by law or the competent court, and MareVisie cannot invoke a right to refuse to give evidence recognised or permitted by law or by the competent court, MareVisie shall not be obliged to pay damages or compensation, and other party shall not be entitled to dissolve the agreement on the grounds of any damage caused as a result.

## 16 Dispute resolution

### Dispute Resolution

Contrary to the statutory rules for the jurisdiction of the civil court, any dispute between the client and MareVisie, if a district court has jurisdiction, shall be settled by the district court of The Hague.

### Jurisdiction of MareVisie with regard to dispute resolution

MareVisie nonetheless retains the right to summon the client to appear before the court that has jurisdiction under the law or the applicable international treaty.

## 17 Applicable law

Any agreement between MareVisie and the client shall be governed by Dutch law.

## 18 Amendment of the terms and conditions

MareVisie is authorised to make amendments to these terms and conditions. These amendments will enter into force at the announced time of entry into force. MareVisie shall send the client the amended terms and conditions in good time. If no time of entry into force has been notified, any amendments will come into force with respect to the client as soon as the client has been notified of the amendment.