

## **Terms and conditions Florisoft B.V.**

### **ARTICLE 1 Definitions**

**Florisoft. Net:** all software developed by Florisoft.

**Mistakes:** it is substantial non-fulfillment of Florisoft .Net to Florisoft's functional or expressly made explicit in writing by Florisoft technical specifications of the software, and, if the software in whole or in part made-to-measure software, to the functional or technical expressly agreed in writing Specifications. An error only exists if the customer can prove it and in addition it reproducible.

**Helpdesk:** the Florisoft support department that the customer uses from Monday to Friday (holidays excluded) between 8:00 am a 16:30 hour contact can take, concerning questions about Florisoft .Net.

**Framework agreement:** An agreement between Florisoft and the customer in which it is recorded that the customer obtains the right to use (parts of) Florisoft .Net for a reduced rate the customer related companies / branches.

**SaaS:** making available by Florisoft "at a distance" and keep Florisoft .Net available to the customer via the internet, without giving the customer a physical carrier with Florisoft .Net is provided.

**Breakdown service:** the Florisoft support department with which the customer is outside the times of the Helpdesk can be contacted by calling a special error number stated on the Florisoft website.

### **ARTICLE 2 Applicability**

2.1 The provisions of these general terms and conditions apply to all offers and agreements whereby Florisoft goods and / or services of any kind and under which name therefore delivers to the customer.

2.2 Customer's general terms and conditions only apply if it has been agreed explicitly and in writing that these are, with the exclusion of these conditions, on the agreement.

2.3 If one or more provisions in these general conditions. The remaining provisions of these general terms and conditions shall remain void or void fully applicable.

2.4 Florisoft is entitled to amend or supplement these general terms and conditions. Changes or additions also apply to agreements that have already been concluded, provided they are to customer will be made known. If the customer does not accept the change, he must be notified of this in writing indicate in which case the then existing agreement(s) will be settled under the old conditions.

### **ARTICLE 3 Offer, price and costs**

3.1 All offers and other expressions of Florisoft are without obligation, unless otherwise indicated by Florisoft.

3.2 To a by Florisoft issued pre-calculation or budget, no rights or expectations can be derived by the customer, unless the parties have agreed otherwise in writing. An available budget made available to Florisoft by the customer only applies as a (fixed) price agreed between the parties for Florisoft to perform performance if expressly agreed in writing.

3.3 If there is a periodical payment obligation of customer, applies that Florisoft is entitled in writing, in accordance with the agreement included index or other measure, applicable prices and rates to adjust to the agreement. If the agreement does not expressly provide for the possibility of Florisoft to adjust the prices or rates, Florisoft is always entitled in writing with the applicable prices and rates must be observed within a period of at least three months to adjust. If customer in the latter case does not agree with the adjustment, customer is entitled to the agreement in writing within thirty days of notification of the adjustment say from the date on which the new prices and / or rates would come into effect.

3.4 The Prices used by Florisoft are exclusive of VAT and any other levies, as well as any in the costs incurred under the agreement, including shipping and handling costs, unless otherwise indicated.

3.5 When traveling abroad, the customer has to arrange travel and accommodation costs. Any additional costs are invoiced directly to the customer.

### **ARTICLE 4 Duration of the agreement**

4.1 If and in so far as the agreement concluded between the parties is a continuing performance agreement, the agreement is entered into for the parties between the parties agreed duration, failing which the duration of one year applies.

4.2 The term of the agreement shall be tacitly renewed each time for the duration of the originally agreed period, unless the customer or Florisoft terminates the agreement in writing with due observance of a notice period of three months before the end of the relevant period.

#### **ARTICLE 5 Confidentiality and take-over of personnel**

5.1 Customer and Florisoft ensure that all of the other party receives data that it is known or should reasonably be aware of confidential nature (including advice given by Florisoft), remain secret. This prohibition applies not for Florisoft if and in so far as provision of the relevant data to a third party necessary pursuant to a court order, a legal requirement or for the proper execution of the agreement by Florisoft. The party that receives confidential data will only use it for the purpose for which they were provided. Data are in any case considered to be confidential if they have been designated as such by one of the parties.

5.2 Each of the parties will during the term of the agreement as well as one year after the end thereof only after prior written consent permission of the other party employees of the other party who are or have been involved in the execution of the agreement, take on the service or otherwise, directly or indirectly, for themselves to work. Conditions may be attached to this permission, including the condition that the customer pay a reasonable fee to Florisoft. In case of violation of the provisions of Article 5.2, the customer is legally in default, without any notice of default being required. The customer is in that case a non-deductible fine of EUR 50,000 and EUR 5,000 for each calendar day that the violation continues, payable to and in favor of the customer.

#### **ARTICLE 6 Intellectual property rights**

6.1 All intellectual property rights to the software developed or made available to the customer for the customer pursuant to the agreement, websites, data files, equipment, training materials or other materials such as analyzes, designs, documentation, reports, quotations, as well as preparatory material thereof, hereinafter referred to as "Business" exclusively with Florisoft, its licensors or its suppliers. The customer only receives the rights of use that are expressly granted in these general terms and conditions, the agreement concluded in writing between the parties and the law. A right of use accruing to the customer is non-exclusive, non-transferable, non-pledged and non-sublicensable.

6.2 The customer is not allowed to make changes to the Goods, unless the nature of the delivery follows otherwise or otherwise agreed in writing.

6.3 All items provided by Florisoft to the customer are exclusively intended for use by the customer and may not be reproduced by him without prior permission from Florisoft made or brought to the attention of third parties, unless the nature of the Goods dictates otherwise.

6.4 Florisoft reserves the right to increase the knowledge acquired by the execution of the work to use for other purposes, insofar as no confidential information to third parties is being brought.

#### **ARTICLE 7 Privacy and data processing**

7.1 The Customer indemnifies Florisoft against claims from persons of who personal data is registered or processed in the context of a personal registration held by customer or for which customer is otherwise responsible under the law, except customer proves that the facts underlying the claim to Florisoft are accountable.

7.2 The responsibility for the data that is made available by a customer by Florisoft processed, is entirely at the customer. Customer guarantees to Florisoft that the content, the use and / or the processing of the data is not unlawful and does not infringe any right of a third. The Customer indemnifies Florisoft against any legal claim by a third party for whatever reason connection with this data or the execution of the agreement.

7.3 As far as Florisoft in processing personal data, it takes the legislation with regard to the processing of personal data.

#### **ARTICLE 8 Retention of title**

8.1 All items delivered to the customer remain the property of Florisoft until all amounts due to Florisoft on the basis of the agreement concluded between the parties, fully satisfied with Florisoft.

8.2 Florisoft may receive the goods received under the agreement or to retain realized data, documents, software and / or data files, despite an existing obligation to issue or transfer, until the customer owes all amounts due to Florisoft has met.

8.3 The Customer is not entitled to pledge the goods subject to the retention of title nor encumber it in any other way.

8.4 If third parties seize the below retention of title of goods delivered or rights to establish or assert on them, is customer obliges Florisoft to inform as soon as reasonably may be expected.

#### **ARTICLE 9 Risk transfer**

9.1 The risk of loss, theft, misappropriation or damage to property, data (including: usernames, codes and passwords), documents, software or data files that are produced, delivered or used within the framework of the execution of the agreement, will pass to the customer at the time when they are in the actual disposal of the customer or an auxiliary person of customer.

#### **ARTICLE 10 Information obligations**

10.1 To ensure proper execution of the agreement Customer will always provide Florisoft in time with all data or information that can reasonably be requested by Florisoft.

10.2 The Customer guarantees the correctness and completeness of the data, information, designs and specifications provided by him to Florisoft.

#### **ARTICLE 11 Time limits**

11.1 Florisoft makes reasonable efforts to comply as much as possible with the (delivery) dates and / or (delivery) dates agreed by or mentioned by the parties. Florisoft mentioned interim or delivery dates agreed between Florisoft, always apply as target dates, do not bind Florisoft and always have an indicative character.

11.2 If exceeding any term threatens, Florisoft and the customer will consult to discuss the consequences of the exceedance for further planning. In all cases - therefore also if the parties have agreed on a final (delivery) term or (delivery) date - Florisoft will only be in default as a result of the time limit has given her written notice of default, with the customer providing Florisoft with a reasonable term for the purification of the shortcoming (on the agreed) and this reasonable period has expired.

11.3 If it has been agreed that the performance of the agreed activities will take place in phases, is Florisoft is entitled to postpone the commencement of the work that belongs to a phase until the customer has approved the results of the preceding phase in writing.

11.4 Florisoft is not bound by a final or delivery date or delivery date, if the parties change the content or scope of the agreement (additional work, changes to specifications, etc.) or a change in the implementation approach of the agreement have been agreed, or if the customer fails to fulfill its obligations arising from the agreement in time or in full. The fact that during the execution of the agreement (the demand for) additional work occurs is never the reason for the customer to terminate or dissolve the agreement.

#### **ARTICLE 12 Dissolution and termination**

12.1 The authority to terminate the agreement due to an attributable shortcoming in the fulfillment of the agreement only comes into effect if the other party, always in all cases after the most detailed written notice of default with a reasonable term is set for the purification of the shortcoming, attributable shortcomings in the fulfillment of essential obligations from the agreement. Payment obligations of the customer and all obligations to cooperate and / or provide information by the customer or a third party engaged by the customer apply in all cases as essential obligations from the agreement.

12.2 If the customer has already received performances for the performance of the agreement at the time of the dissolution, these performances and the related payment obligations will not be subject to cancellation, unless the customer proves that Florisoft is in default with respect to the essential part of these performances. is. Amounts that Florisoft has invoiced before the dissolution in connection with what it has already properly performed or delivered in order to execute the agreement shall remain payable in full with due observance of the previous sentence and shall become immediately due and payable at the time of the dissolution.

12.3 Each party can terminate the agreement without notice with immediate effect wholly or partially in writing if the customer - whether or not provisionally - is granted a moratorium, if bankruptcy is applied for in respect of the other party, if the enterprise of the other party is liquidated or terminated other than for the purpose of reconstruction or merger of companies.

### **ARTICLE 13      Liability**

13.1 The total liability of Florisoft due to an attributable shortcoming in the fulfillment of the agreement or on any legal grounds, including expressly any shortcoming in the performance of a warranty obligation agreed with the customer, is limited to compensation of direct damage up to a maximum of the amount of the price stipulated for that agreement (excluding VAT) in respect of the part of the software to which the shortcoming relates. If the agreement is primarily a continuing performance contract with a term of more than one year, the price stipulated for that agreement is set at the total of the fees (excluding VAT) stipulated for one year. In no case shall Florisoft's total liability for direct damage, on which legal basis therefore, however, more than € 100,000 (one hundred thousand Euro) amounts.

13.2 Florisoft's liability for indirect damage, consequential loss, lost profit, missed savings, reduced goodwill, damage due to business stagnation, damage as a result of customer claims, damage related to the use of goods, materials or software from third parties prescribed by the customer to Florisoft and damage related to the engagement of Florisoft with the customer suppliers, is excluded. Likewise, Florisoft's liability is not linked to mutilation, destruction or loss of data or documents.

13.3 A condition for the existence of any right to compensation is always that the customer reports the damage to Florisoft in writing as soon as possible after its occurrence. Any claim for damages against Florisoft shall lapse by the mere lapse of twenty-four months after the claim arises, unless the customer has instituted a legal claim for compensation for the damage before the expiry of that period.

13.4 Customer indemnifies Florisoft against all third-party claims due to product liability as a result of a defect in a product or system supplied by the customer to a third party and which also consisted of Florisoft supplied equipment, software or other materials, unless and insofar as the customer proves that the damage was caused by that equipment, software or other materials.

### **ARTICLE 14      Force majeure**

14.1 Neither of the parties is obliged to fulfill any obligation, including any statutory and / or agreed guarantee obligation, if he is prevented from doing so as a result of force majeure. Force majeure on the part of Florisoft includes: (i) force majeure of suppliers to Florisoft, (ii) failure to properly fulfill obligations of suppliers that have been prescribed by Florisoft to the customer, (iii) defect in goods, equipment, software or materials from third parties whose use is prescribed by Florisoft to customers, (iv) government measures, (v) power failure, (vi) internet failure, data network or telecommunication facilities, (vii) war and (viii) general transport problems.

14.2 If a situation of force majeure lasts longer than sixty days, each party has the right to dissolve the agreement in writing. What has already been performed on the basis of the agreement will in that case be settled proportionally, without the parties owing each other anything else.

### **ARTICLE 15      Payment**

15.1 Payment must be made within the term on the invoices or stated in the agreement. If no payment date or period is stated, a period of 14 days after the date of the invoice applies.

15.2 The Customer is not entitled to setoff or suspension.

15.3 If the customer fails to pay, the customer is legally in default. The customer will then owe an interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate applies. The interest on the due and payable amount will be calculated from the moment that the customer is in default until the moment of payment of the full amount.

15.4 In the case of a Framework Agreement, Florisoft will invoice the customer for all affiliated companies / establishments that fall under the Framework Agreement.

15.5 If the customer fails to pay, the customer is legally in default. Florisoft is then entitled to fully or partially deactivate the payment functionality until the full amount is paid.

**ARTICLE 16 Changes and additional work**

16.1 If Florisoft has carried out work or other performances at the request or with the prior consent of the customer that are outside the scope or content of the agreed work and / or services, these activities or performances shall be compensated by the customer in accordance with the agreed rates and, failing that, according to Florisoft's usual rates.

**ARTICLE 17 Transfer of rights and obligations**

17.1 The Client shall not sell, rent, transfer or pledge the (user) rights and obligations under the agreement to a third party, or allow third parties to make use of rights. Third parties do not include customers affiliated to companies that have received rights of use on the basis of a Framework Agreement with Florisoft.

**ARTICLE 18 Applicable law and disputes**

18.1 The agreements between Florisoft and customer are governed by Dutch law. Applicability of the Vienna Sales Convention 1980 is excluded.

18.2 The judge in Florisoft's place of business has exclusive jurisdiction to hear disputes. Nevertheless, Florisoft has the right to submit the dispute to the competent court according to the law or to an arbitration board. The place of arbitration is the location of Florisoft.

**ARTICLE 19 Rights of use**

19.1 If Florisoft provides Florisoft .Net to Florisoft. Net, Florisoft Florisoft will provide Florisoft .Net for use during the term of the agreement on the basis of a user license. The right to use Florisoft .Net is not exclusive, non-transferable, non-pledged and not sublicensable.

**ARTICLE 20 Availability**

20.1 Florisoft will make the software available to the customer within a reasonable period after entering into the agreement.

**ARTICLE 21 Acceptance and recovery**

21.1 The customer accepts Florisoft .Net in the state in which it is at the time of delivery or completion of the installation, thus with all visible and invisible Errors and defects.

21.2 Florisoft will make every effort to remedy errors within a reasonable period of time and / or to make improvements in later new versions of the software, after customer has made the defect known to Florisoft in writing, with detailed description of the Error.

21.3 Florisoft may, in accordance with its usual rates, charge the costs of repair if there are user errors or improper use of the customer or of other causes not attributable to Florisoft.

21.4 The repair obligation lapses if the customer makes changes to the software or has them made without the written permission of Florisoft. Florisoft is never obliged to repair corrupted or lost data.

**ARTICLE 22 Support**

22.1 The Customer can use the Florisoft Helpdesk and the Breakdown Service. In case customer abuses this, Florisoft will charge the hours incurred with due observance of its usual rates.

22.2 Florisoft does not guarantee the correctness, completeness or timeliness of reactions or support.

**ARTICLE 23 Maintenance**

23.1 To keep Florisoft .Net up-to-date, Florisoft develops updates, hereafter: "Maintenance". Florisoft does not guarantee that every new version contains the same functionality as the previous version. Florisoft is not obliged to maintain, change or add specific properties or functionalities of Florisoft .Net specifically for the customer. Florisoft may require the customer to adjust its system (hardware, software, etc.) if this is necessary for the proper functioning of a new version of Florisoft .Net.

23.2 Customer is obliged to install updates delivered by Florisoft within 3 months. As soon as a new version of Florisoft .Net is made available, Florisoft is not obliged to repair Errors in previous versions, or to provide support with respect to previous versions.

23.3 The costs for the maintenance contract are 12% of the original purchase price of the Florisoft .Net license including the Recommended and Optional Modules and are invoiced in advance in annual installments. Reimbursement of these costs is never possible.

#### **ARTICLE 24 Implementation**

24.1 Florisoft will make every effort to carry out its services with due care. All Florisoft services are performed on the basis of a best efforts obligation, unless Florisoft has expressly promised a result in writing.

24.2 In the case of advice, the use made by the customer of an advice issued by Florisoft is always at the customer's risk.

24.3 If the agreement is entered into with a view to performance by one specific person, Florisoft is always entitled to replace this person with a person with similar qualifications.

24.4 If the customer uses services from Florisoft, Florisoft may charge time and travel costs to the customer in accordance with its usual rates.

#### **ARTICLE 25 Purchase and sale**

25.1 Florisoft does not guarantee that the equipment and / or items on delivery are suitable for the actual and / or customer intended use, unless the written agreement uses are clearly and unreservedly specified.

25.2 Florisoft does not guarantee that the assembly, installation and operating instructions associated with the equipment and / or items are error-free and that the equipment and / or items have the characteristics stated in these regulations.

25.3 Florisoft will make every effort to repair material and manufacturing defects in the sold equipment and / or other goods sold, as well as in parts supplied by Florisoft within the framework of the warranty, free of charge within a reasonable term if these errors occur within a reasonable period of three months after delivery have been reported in detail to Florisoft. If repair in the reasonable opinion of Florisoft is not possible, recovery takes too long or if repair costs are disproportionately high, Florisoft is entitled to replace the equipment and / or the items free of charge with other, similar, but not necessarily identical equipment and / or business. Data conversion that is necessary as a result of repair or replacement is not covered by the warranty. All replaced parts become the property of Florisoft. The guarantee obligation lapses if faults in the equipment, items or parts are wholly or partially the result of incorrect, careless or incompetent use, external causes such as fire or water damage, or if customer without permission from Florisoft to make changes to the equipment or in the parts supplied by Florisoft in the context of the guarantee. Florisoft will not withhold such permission on unreasonable grounds.

25.4 Any other or further appeal by the customer for non-conformity of the delivered equipment and / or items than the provisions in this article is excluded.

25.5 Costs of work and repair outside the scope of this guarantee will be charged by Florisoft charged in accordance with its usual rates.

25.6 Florisoft has no obligation under the purchase agreement in respect of errors and / or other defects arising after the expiry of the provisions referred to in this article warranty period. By approving this offer you also agree with the general conditions of Florisoft B.V. Dutch law applies to this agreement.