GENERAL TERMS AND CONDITIONS

**Control over Data.
Confidence through Insight**

1. Offer and Agreement

1.1 These terms and conditions apply to every offer and every agreement between a company belonging to Fryqua B.V. (hereinafter referred to as: the Supplier) and a Client, relating to the delivery of goods and/or services, insofar as the parties have not expressly and in writing deviated from these terms.

1.2 These general terms and conditions apply to all offers and agreements under which the Supplier delivers goods and/or services of any kind to the Client, even if such goods and/or services are not (further) described in these terms. Deviations from these general terms and conditions are valid only if expressly agreed in writing.

1.3 Offers made by the Supplier are entirely without obligation and are valid for 30 days unless expressly stated otherwise.

1.4 If no agreement is concluded based on an offer made by the Supplier to the Client, the Client is obliged to treat the offer and all accompanying data as strictly confidential and return these to the Supplier within 7 days without retaining any copies, without the need for a request to do so.

1.5 The applicability of any purchase or other conditions of the Client is expressly rejected.

1.6 An agreement based on an offer made by the Supplier is only concluded once the Supplier has confirmed in writing the Client's acceptance of the offer within 14 days, or once the agreement has been signed, or once the Supplier has commenced execution of the agreement.

1.7 Amendments, supplements, and/or extensions of an assignment issued by the Client to the Supplier are valid only if agreed in writing and signed by both parties.

1.8 Valid representation of the Supplier can only be executed by persons registered as such in the Trade Register, or by third parties who have been granted written power of attorney by these persons.

1.9 If any provision of these general terms and conditions is null and void or annulled, the other provisions will remain fully in force. The Supplier and the Client shall consult in order to agree on new provisions to replace the void or annulled provisions, while observing the purpose and intent of the original provision as much as possible.

2. Price and Payment

2.1 All prices are exclusive of VAT and other government-imposed levies.

2.2 In the case of an agreement involving periodic payments by the Client, the Supplier is entitled to adjust the applicable prices and rates by means of written notice, with at least three months' notice.

2.3 The Supplier is entitled in all cases to adjust the agreed prices and rates by means of written notice to the Client for performances scheduled to be delivered at least three months after the date of such notice. If the price increase exceeds 10%, the Client shall have the right to terminate the agreement in writing within 10 days of receiving such notice.

2.4 If the Client does not agree with a price or rate adjustment as referred to in Articles 2.2 or 2.3, the Client may terminate the agreement in writing within seven working days of such notice, effective as of the date mentioned in the Supplier's notice.

2.5 All invoices shall be paid by the Client in accordance with the payment terms stated on the invoice. In the absence of specific terms, payment shall be made within 30 days from the invoice date.

2.6 If the Client fails to pay amounts due within the agreed term, the Client shall owe statutory interest on the outstanding amount without any notice of default being required. If the Client, after notice of default, continues to fail to pay, the claim may be transferred to third parties. In that case, the Client is also obliged to fully reimburse extrajudicial and judicial costs, including fees of external experts in addition to court-awarded costs, set at a minimum of 15% of the total amount due with a minimum of €60.

2.7 Prices for services provided by the Supplier exclude costs for materials, hardware and software, third-party services, and necessary travel and accommodation expenses.

2.8 If partial or full payment to the Supplier is obtained only through legal proceedings, the other party shall also be liable for all related costs incurred by the Supplier in all instances.

2.9 The Supplier reserves the right at all times to assign its claims against the Client to third parties.

3. Confidential Information and Non-Solicitation

3.1 All information provided by the Supplier in connection with the agreement and its execution shall be treated by the Client as strictly confidential.

3.2 Confidential information shall only be disclosed to third parties with prior written consent from the Supplier, unless strictly necessary for realization or commercialization of the agreed deliverables, as determined by the Supplier.

3.3 Unless otherwise agreed, the Supplier is obliged to keep confidential all information provided by the Client in connection with an assignment, insofar as the Client has explicitly indicated that the information is confidential and it was not already known to the Supplier.

3.4 If the Client fails to meet its obligations under the agreement with the Supplier, the Supplier shall no longer be bound by the confidentiality obligation, without unreasonably harming the interests of the Client.

3.5 The confidentiality obligations described in Articles 3.1 to 3.4 remain in force for 2 years after termination of this agreement.

3.6 During the term of the agreement and for 12 months after termination thereof, for any reason, both parties shall refrain from employing or otherwise directly or indirectly engaging staff of the other party who were involved in executing the agreement.

4. Retention of Title and Rights

4.1 All products delivered to the Client remain the property of the Supplier.

4.2 Rights under agreements concluded with the Supplier are granted and/or transferred to the Client under the express condition that the Client makes timely and full payment of the agreed fees.

4.3 At the Supplier's first request, the Client is obliged to:
- pledge to the Supplier the claims it acquires against its own customers from resale of goods delivered under retention of title by the Supplier;
- clearly mark goods delivered under retention of title as property of the Supplier;
- otherwise cooperate with reasonable measures that the Supplier wishes to take to protect its ownership rights, provided such measures do not unreasonably hinder the Client's normal business operations.

5. Risk

5.1 The risk of loss or damage to the goods that are the subject of the agreement shall pass to the Client at the moment they are placed under the actual control of the Client or any auxiliary person engaged by the Client.

5.2 The Client can never hold the supplier liable for loss, corruption, and/or damage to its electronic information. The Client is solely responsible for (the adherence to) adequate backup procedures to prevent the aforementioned issues.

6. Intellectual or Industrial Property Rights

6.1 All intellectual or industrial property rights to all software, equipment, or other materials developed or made available pursuant to the agreement—such as analyses, designs, documentation, reports, quotations, and any preparatory materials—are vested exclusively in the Supplier or its licensors. The Client shall only obtain the usage rights and authorities that are expressly granted under these terms and conditions or otherwise, and shall not make any changes to the software or other materials, reproduce them, or make copies thereof beyond what is permitted.

6.2 The Client acknowledges that the software, equipment, and other materials provided contain confidential information and trade secrets of the Supplier or its licensors. Without prejudice to the provisions of Article 3, the Client undertakes to keep this software, equipment, and these materials confidential, not to disclose them to third parties or make them available for use, and to use them solely for the purpose for which they were made available. "Third parties" shall also include all persons working within the Client's organization who do not necessarily need to use the software, equipment, and/or other materials.

6.3 The Client is not permitted to remove or alter any indication of copyrights, trademarks, trade names, or other intellectual or industrial property rights from the software, equipment, or materials, including indications regarding the confidential nature and secrecy of the software.

6.4 The Supplier is permitted to implement technical measures to protect the software. If the Supplier has secured the software through technical protection, the Client is not allowed to remove or circumvent such protection. If the security measures prevent the Client from making a backup copy of the software, the Supplier shall, upon the Client's request, make a backup copy available to the Client.

6.5 Unless the Supplier provides a backup copy of the software to the Client, the Client has the right to maintain one backup copy of the software, which also includes the right to create such a copy. For the purposes of these general terms and conditions, a backup copy means: a physical item on which the software is stored, solely for the purpose of replacing the original copy in the event of involuntary loss of possession or damage. The backup copy must be an identical copy and must always bear the same labels and indications as the original version.

6.6 If the Client develops software or has software developed by a third party—or intends to do so—and requires information concerning interoperability between the software under development and the software provided by the Supplier, the Client shall submit a written and detailed request to the Supplier for the necessary information. The Supplier shall then inform the Client within a reasonable time whether the requested information can be made available, and under which conditions, including financial conditions and conditions regarding any third parties the Client may engage. For the purposes of these general terms and conditions, interoperability means: the ability of software to exchange information with other components of a computer system and/or software, and to communicate through such information.

6.7 The Client is not entitled to correct errors in the software made available to him. Wherever these general terms and conditions refer to rights or obligations regarding errors, "errors" shall mean failure to comply with the functional specifications made known in writing by the Supplier and, in the case of custom software development, the expressly agreed functional specifications. An error exists only if it can be demonstrated and reproduced. The Client is obliged to report errors to the Supplier without delay.

6.8 The Supplier shall indemnify the Client against any legal claim based on the allegation that software, equipment, or materials developed by the Supplier itself infringe a valid intellectual or industrial property right in the Netherlands, provided that the Client promptly informs the Supplier in writing of the existence and content of the claim and leaves the handling of the case, including any settlements, entirely to the Supplier.

The Client shall provide the Supplier with the necessary powers of attorney, information, and assistance to defend against such claims, if necessary in the Client's name. If it is irrevocably established in court that the software, equipment, or materials developed by the Supplier infringe a third party's intellectual or industrial property right, or if the Supplier deems it likely that such infringement may occur, the Supplier shall withdraw the delivered product, crediting the acquisition costs minus a reasonable usage fee, or ensure that the Client can continue to use the delivered product—or functionally equivalent software, equipment, or materials—without interruption. Any other or further liability or indemnification obligation of the Supplier for infringement of third-party intellectual or industrial property rights is excluded, including liability or indemnification obligations arising from infringements caused by the use of the delivered equipment, software, and/or materials in an unmodified form not supplied by the Supplier, in combination with goods and/or software not supplied by the Supplier, or in any manner other than that for which the equipment, software, and/or materials were developed or intended.

6.9 The Client warrants that no third-party rights oppose the provision to the Supplier of equipment, software, or materials for the purposes of use or modification, and the Client shall indemnify the Supplier against any claim based on the allegation that such provision, use, or modification infringes any third-party right.

7. Cooperation by the Client

7.1 The Client shall always provide the Supplier in a timely manner with all data or information that is useful and necessary for the proper execution of the agreement, and shall provide all cooperation required.

7.2 The Client is responsible for the use and application within its organization of the equipment, software, and the services to be provided by the Supplier, as well as for the control and security procedures and adequate system management.

7.3 If it has been agreed that the Client will make software, materials, or data available on data carriers, these shall comply with the specifications necessary for performing the work.

7.4 If data necessary for the execution of the agreement are not made available to the Supplier, are provided late, or are not provided in accordance with the agreements, or if the Client otherwise fails to meet its obligations, the Supplier shall in any case be entitled to suspend the performance of the agreement and shall be entitled to charge the costs incurred as a result according to its usual rates.

7.5 If employees of the Supplier perform work at the Client's location, the Client shall provide, free of charge, the facilities reasonably

required by those employees, such as—where applicable—a workspace with telecommunication facilities. The Client shall indemnify the Supplier against any claims by third parties, including employees of the Supplier, who suffer damage in connection with the execution of the agreement as a result of the actions or omissions of the Client or due to unsafe conditions within the Client's organization.

8.   Delivery Periods

8.1   An agreed delivery period shall never be considered a strict deadline, unless expressly agreed otherwise. In the event of late delivery, the Client must therefore provide the Supplier with written notice of default.

8.2   An agreed delivery period shall commence at the latest of the following points in time:
- the day on which the relevant agreement is concluded;
- the day on which the Supplier possesses all documents, data, etc., necessary for the performance of the agreement;
- the day on which the formalities necessary for the commencement of the work have been fulfilled;
- the day on which the Supplier has received the amount which, according to the agreement, must be paid in advance by the Client prior to the commencement of the Supplier's work;

8.3   An agreed delivery period relating to an assignment for the performance of work shall be deemed suspended if the Supplier's work is delayed because the Client fails to fulfil any obligation under the agreement—whether not, not in time, or not in full. Delivery shall then be considered suspended for a period equal to the duration of the delay caused by the Client's non-performance.

8.4   If exceeding the delivery period appears likely, the Supplier shall consult with the Client as soon as possible.

8.5   If it has been agreed that the Supplier shall only begin its work after receiving an advance payment, the Supplier shall be entitled to suspend the (commencement of the) work until the agreed advance payment has been received in full.

8.6   If it has been agreed that the Supplier will deliver and invoice goods and/or services in installments, the Supplier shall be entitled to suspend further performance of the agreement until the invoice or invoices relating to the earlier delivery or deliveries—whose payment term has already expired—have been paid in full.

9.   Termination

9.1   Each party shall only be entitled to dissolve the agreement if the other party, after having been duly and as detailed as reasonably possible is given notice of default in writing, whereby a reasonable period is set for remedying the breach, remains in attributable breach of essential obligations under the agreement.

9.2   If an agreement which by its nature and content does not end by completion has been entered into for an indefinite period, either party may terminate it by written notice after proper business consultation and stating the reasons. If no explicit notice period has been agreed between the parties, a reasonable notice period must be observed. Neither party shall ever be obliged to pay any compensation for damages or demand repayment of previously invested payments due to such termination.

9.3   The Supplier may terminate the agreement in whole or in part with immediate effect, without notice of default and without judicial intervention, by written notice if the Client is granted a (provisional or otherwise) suspension of payments, if bankruptcy is filed with respect to the Client, or if its business is liquidated or terminated other than for the purpose of restructuring or merging businesses. The Supplier shall never be obliged to pay any compensation for damages as a result of such termination.

9.4   If, at the time of dissolution as referred to in Article 9.1, the Client has already received performance under the agreement, such performance and the corresponding payment obligations shall not be subject to reversal, unless the Supplier is in default with respect to that performance. Amounts invoiced by the Supplier prior to dissolution in connection with what has already been performed or delivered under the agreement shall remain payable in full, subject to the preceding sentence, and shall become immediately due and payable upon dissolution.

9.5   The Supplier shall be entitled to suspend (further) performance of the agreement or to dissolve the agreement if:
- after the conclusion of the agreement, circumstances come to the Supplier's attention that give good reason to fear that the Client will not fulfil its obligations;
- the Supplier has requested the Client, at the time of concluding the agreement, to provide security for the fulfilment of its obligations and such security is not provided or is insufficient;

All of the foregoing is without prejudice to the Supplier's right to claim full compensation for damages.

9.6   If unforeseeable circumstances arise with respect to persons and/or materials used or customarily used by the Supplier in performing the agreement, which are of such a nature that performance of the agreement becomes impossible or so burdensome and/or disproportionately costly that compliance can no longer reasonably be required, the Supplier shall be entitled to dissolve the agreement without being obliged to pay any compensation for damages.

10.   Liability of the Supplier; Indemnification

10.1   The Supplier accepts statutory obligations to pay damages only to the extent provided in this Article 10.

10.2   The Supplier's total liability for an attributable failure to perform the agreement is limited to compensation for direct damages up to a maximum of the price agreed for that agreement (excluding VAT). If the agreement is primarily a continuing performance contract with a term of more than one year, the agreed price shall be deemed the total of the fees (excluding VAT) agreed for one year. In no event shall the total compensation for direct damages exceed EUR 450,000.
Direct damages shall be understood to mean solely:
a.   the reasonable costs the Client would have to incur to make the Supplier's performance conform to the agreement; however, such damages shall not be compensated if the Client has dissolved the agreement;
b.   the costs incurred by the Client to keep its old system or systems and related facilities operational for longer than intended because the Supplier failed to deliver on a binding delivery date, reduced by any savings resulting from the delayed delivery;
c.   reasonable costs incurred to determine the cause and extent of the damage, insofar as such determination relates to direct damage within the meaning of these terms;
d.   reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to a limitation of direct damage within the meaning of these terms.

10.3 The Supplier's total liability for damage resulting from death or personal injury, or for material damage to property, shall in no event exceed EUR 1,135,000 per event, whereby a series of related events is considered a single event.

10.4 The Supplier's liability for indirect damages — including consequential damages, lost profits, missed savings, and damage due to business interruption — is excluded.

10.5 Other than in the cases referred to in Articles 10.2 and 10.3, the Supplier shall have no liability whatsoever for damages, regardless of the grounds on which an action for damages might be based.

10.6 The Supplier's liability for an attributable failure to perform an agreement shall arise only if the Client promptly and duly gives the Supplier written notice of default, granting a reasonable period for remedying the breach, and the Supplier continues to fail attributably to fulfil its obligations after that period. The notice of default must contain as detailed a description of the breach as possible, so that the Supplier can respond adequately.

10.7 A condition for any right to compensation to arise is always that the Client notifies the Supplier of the damage in writing as soon as possible after it occurs.

11. Force Majeure

11.1 Neither party shall be obliged to fulfil any obligation if it is prevented from doing so as a result of force majeure. Force majeure shall also include a non-attributable failure by the Supplier's subcontractors or suppliers.

11.2 If the situation of force majeure continues for more than ninety days, either party shall be entitled to terminate the agreement by means of written dissolution. In that case, performance already rendered under the agreement shall be settled proportionally, and the parties shall not otherwise owe anything to each other.

11.3 The Supplier shall also be entitled to invoke force majeure if the circumstance preventing (further) performance occurs after the Supplier should have fulfilled its obligation.

11.4 If, at the time the force majeure occurs, the Supplier has already partially fulfilled its obligations, or can only partially fulfil its obligations, it shall be entitled to invoice the part already delivered or the deliverable part separately, and the Client shall be obliged to pay this invoice as if it concerned a separate agreement.

12. Export

In the event of export of equipment, components, or software by the Client, the relevant export regulations shall apply. The Client shall indemnify the Supplier against all third-party claims related to violations of the applicable export regulations that are attributable to the Client.

13. Applicable Law and Disputes

13.1 The agreements between the Supplier and the Client shall be governed by Dutch law.

13.2 Any disputes that may arise between the Supplier and the Client in connection with an agreement concluded by the Supplier with the Client, or in connection with subsequent agreements resulting therefrom, shall be submitted to the competent Dutch court in Leeuwarden. This shall only apply after a procedure in accordance with the Minitrial Regulations of the Stichting Geschillenoplossing Automatisering in The Hague (non-binding advisory procedure) has been followed, without prejudice to the right of the parties to seek provisional relief in summary proceedings.

13.3 The Supplier shall be entitled to amend these terms and conditions. Such amendments shall take effect at the announced time, and the Supplier shall ensure that the amended terms and conditions are timely sent to the Client.

13.4 In the event of any inconsistency or dispute between the Dutch version and the English translation of these general terms and conditions, the Dutch version shall prevail.

SERVICE PROVISION

The provisions set out in this chapter "Service Provision" shall apply, in addition to the General Provisions of these general terms and conditions, when the Supplier provides services such as organizational and IT consultancy, feasibility studies, consultancy, education, courses, training, support, secondment, designing or developing software or information systems, or providing assistance in these matters, as well as services related to networks. These provisions do not affect the provisions in these general terms and conditions concerning specific services, such as computer service, software development, and maintenance.

14. Performance

14.1 The Supplier shall make its best efforts to perform the services with due care, where applicable in accordance with the agreements and procedures agreed upon in writing with the Client.

14.2 If it has been agreed that the services will be provided in phases, the Supplier shall be entitled to postpone the commencement of services belonging to a subsequent phase until the Client has approved the results of the preceding phase in writing.

14.3 The Supplier is only obliged to follow timely and responsible instructions from the Client during the provision of services if this has been expressly agreed in writing. The Supplier is not required to follow instructions that alter or supplement the content or scope of the agreed services; however, if such instructions are followed, the relevant work shall be compensated in accordance with Article 16.

14.4 If the service agreement has been entered into with the intention of performance by a specific person, the Supplier shall at all times be entitled to replace that person with one or more other persons with equivalent qualifications.

15. Delivery and Acceptance

15.1 Delivery of the agreed services shall take place by means of a report from the Supplier to the Client stating that the services to be provided have been completed or that the result of the services is ready for acceptance.

15.2 If the parties have agreed on an acceptance procedure, acceptance of the result, or a phase thereof, shall occur either by the Client confirming acceptance in writing to the Supplier after conducting a test in accordance with the method agreed upon when entering into the agreement, or tacitly if the Client has not fulfilled its testing obligation within 14 days after delivery, or if the

Supplier has not received any notification from the Client within 14 days after delivery.

15.3 During the test period referred to in the preceding article, the Client is not permitted to use the result for operational purposes.

15.4 The Client may withhold acceptance of the delivered services only if the result, as demonstrated by the acceptance procedure carried out, does not meet the pre-established specifications.

15.5 If it has been agreed that the services will be provided in phases, the Client shall be obliged to test each phase within 14 days after delivery. The Supplier shall be entitled to postpone the commencement of the next phase until the Client has accepted the results of the preceding phase.

16.   Amendments and Additional Work

16.1 If the Supplier has performed work or other services at the request of, or with prior consent from, the Client that fall outside the scope or content of the agreed services, such work or services shall be compensated by the Client to the Supplier in accordance with the Supplier's customary rates. However, the Supplier is not obliged to comply with such a request and may require that a separate written agreement be concluded for this purpose.

16.2 The Client acknowledges that work or services as referred to in Article 16.1 may affect the agreed or expected completion time of the services, as well as the mutual responsibilities of the Client and the Supplier.

16.3 Insofar as a fixed price has been agreed for the services and the parties intend to conclude a separate agreement regarding additional work or services, the Supplier shall inform the Client in writing in advance about the financial consequences of such additional work or services.

17.   Education, Courses, and Training

17.1 Insofar as the Supplier's services consist of providing education, courses, or training, the Supplier may at all times require payment due in respect thereof prior to commencement. The consequences of a cancellation of participation in education, courses, or training shall be governed by the Supplier's usual rules.

17.2 If, in the Supplier's opinion, the number of registrations so warrants, the Supplier shall be entitled to combine the education, course, or training with one or more other education sessions, courses, or training sessions, or to hold them at a later date or time.

SOFTWARE DEVELOPMENT

The provisions set out in this chapter "Software Development" shall apply, in addition to the General Provisions of these general terms and conditions and the specific provisions in the chapter "Service Provision," when the Supplier develops software on behalf of the Client. The chapter "Use and Maintenance of Software" shall also apply to this software, except insofar as this chapter provides otherwise. The rights and obligations referred to in this chapter relate exclusively to computer software in a machine-readable form for a data processing device and recorded on material readable by such a device, as well as the associated documentation.

18.   Software Development

18.1 The parties shall specify in writing which software is to be developed and in what manner this shall be done. The Supplier shall carry out the software development with due care based on the data provided by the Client, for the accuracy, completeness, and consistency of which the Client is responsible.

18.2 The Supplier shall be entitled, but not obliged, to verify the accuracy, completeness, or consistency of the data or specifications made available to it and, upon discovering any deficiencies, to suspend the agreed work until the Client has remedied the deficiencies in question.

18.3 Without prejudice to the provisions of Article 6, the Client shall acquire the right to use the software within its company or organization.

19.   Delivery, Installation, and Acceptance

19.1 The Supplier shall deliver and install the software to be developed in accordance with the specifications recorded in writing, the installation being performed only if installation by the Supplier has been agreed upon in writing.

19.2 If an acceptance test has been agreed upon in writing, the test period shall be fourteen days after delivery or, if installation by the Supplier has been agreed upon in writing, after completion of the installation. During the test period, the Client is not permitted to use the software for productive or operational purposes.

19.3 The software shall be deemed accepted by the parties:
   a.   if no acceptance test has been agreed upon: upon delivery or, if installation by the Supplier has been agreed upon, upon completion of the installation, or
   b.   if a written acceptance test has been agreed upon: on the first day after the test period, or
   c.   if the Supplier receives a test report as referred to in Article 19.5 before the end of the test period: at the moment the errors identified in that report have been corrected, without prejudice to the presence of minor deficiencies that, under Article 19.6, do not prevent acceptance.
   Notwithstanding the foregoing, if the Client uses the software for productive or operational purposes prior to the moment of acceptance, the software shall be deemed fully accepted from the commencement of such use.

19.4 If the agreed acceptance test reveals errors in the software that impede the progress of the test, the Client shall inform the Supplier in writing with detailed information, in which case the test period shall be suspended until the software has been modified so that the impediment is removed.

19.5 If the agreed acceptance test reveals errors in the software as referred to in Article 6.7, the Client shall notify the Supplier by means of a written and detailed test report of these errors no later than the last day of the test period. The Supplier shall make its best efforts to correct the reported errors within a reasonable period, being entitled to implement temporary solutions, program workarounds, or problem-preventing restrictions in the software.

19.6 Acceptance of the software may only be withheld on grounds relating to the specifications expressly agreed between the parties and not due to minor errors, meaning errors that do not reasonably impede operational or productive use of the software, without

prejudice to the Supplier's obligation to correct such minor errors under the warranty provisions of Article 22, if applicable.

19.7   If the software is delivered and tested in phases and/or components, non-acceptance of a particular phase and/or component shall not affect acceptance of a previous phase and/or another component.

19.8   The Supplier shall not be liable for errors in the delivered software arising from incorrect or incomplete functioning of the operating systems, programming languages, and/or platforms used. In such cases, the Supplier shall exert reasonable efforts to ensure, possibly in cooperation with the supplier of the aforementioned systems, that the software functions correctly according to the agreed specifications.

USE AND MAINTENANCE OF SOFTWARE

The provisions set out in this chapter "Use and Maintenance of Software" shall apply, in addition to the General Provisions of these general terms and conditions, to all software made available by the Supplier. The rights and obligations referred to in this chapter relate exclusively to computer software in a machine-readable form for a data processing device, recorded on material readable by such a device, as well as the associated documentation, including any new versions provided by the Supplier.

20.   **Right of Use**

20.1   Without prejudice to the provisions of Article 6, the Supplier grants the Client a non-exclusive right to use the software. The Client shall strictly comply with the usage restrictions agreed between the parties. Subject to the other provisions of these general terms and conditions, the Client's right of use is limited to loading and executing the software.

20.2   The software may only be used by the Client within its own company or organization on the one processing unit and for the specific number or type of users or connections for which the right of use has been granted. If no specific agreement exists, the processing unit on which the software is first used and the number of connections attached to that unit at the time of first use shall be deemed the processing unit and number of connections for which the right of use is granted. In the event of a malfunction of the said processing unit, the software may be used on another processing unit for the duration of the malfunction. The right of use may apply to multiple processing units if explicitly stated in the agreement.

20.3   The right of use is non-transferable. The Client is not permitted to sell, rent, sublicense, alienate, grant limited rights to, or otherwise make the software or the media on which it is stored available to third parties, even if the third party uses the software solely for the Client's benefit. The Client shall not modify the software and shall not use it for processing data on behalf of third parties ("time-sharing"). The source code of the software and the technical documentation produced during software development shall not be made available to the Client.

20.4   Immediately upon the termination of the right of use of the software, the Client shall return all copies of the software in its possession to the Supplier. If the parties have agreed that the Client shall destroy the copies at the end of the right of use, the Client shall notify the Supplier of such destruction in writing without retaining any copies in any form.

21.   **Delivery, Installation, and Acceptance**

21.1   The Supplier shall deliver the software to the Client on the agreed type and format of information carriers and, if installation by the Supplier has been agreed in writing, shall install the software at the Client's site.

21.2   If a written acceptance test has been agreed between the parties, the provisions of Articles 19.3 through 19.7 shall apply correspondingly.

21.3   If no acceptance test has been agreed between the parties, the Client shall accept the software in the state in which it exists at the time of delivery, without prejudice to the Supplier's obligations under the warranty provisions of Article 22.

22.   **Warranty**

22.1   For a period of three months after delivery, or, if an acceptance test has been agreed between the parties, three months after acceptance, the Supplier shall use its best efforts to remedy any errors in the software within the meaning of Article 6.7, provided such errors have been reported to the Supplier in writing, with a detailed description, within that period. The Supplier does not warrant that the software will operate without interruption or errors, or that all errors will be corrected. Remedies will be performed free of charge unless the software has been developed on behalf of the Client other than for a fixed price, in which case the Supplier may charge its customary rates and costs for the remedy. The Supplier may charge its customary rates and the costs of remedy if the errors result from user mistakes or improper use by the Client or from other causes not attributable to the Supplier, or if the errors could have been detected during the agreed acceptance test. The warranty does not cover the restoration of corrupted or lost data. The warranty obligation shall lapse if the Client makes or has third parties make changes to the software without the Supplier's prior written consent.

22.2   Remedies of errors shall take place at a location to be determined by the Supplier. The Supplier is entitled to implement temporary solutions, program bypasses, or problem-avoiding restrictions in the software.

23.   **Maintenance**

23.1   If a maintenance agreement has been entered into for the software, or if maintenance is included in the licence fee for the software, the Client shall report detected errors in the software to the Supplier in detail, in accordance with the Supplier's customary procedures. After receiving such report, the Supplier shall use its best efforts to remedy errors within the meaning of Article 6.7 and/or implement improvements in subsequent new versions of the software. Depending on the urgency, the results shall be made available to the Client in a manner and within a timeframe to be determined by the Supplier. The Supplier shall be entitled to implement temporary solutions, program bypasses, or problem-avoiding restrictions in the software.

23.2   The Supplier does not warrant that the software will operate without interruption or errors, or that all errors will be corrected.

23.3   The Supplier may charge its customary rates and costs for remedy if errors result from user mistakes, improper use, or other causes not attributable to the Supplier, or if the software has been modified by parties other than the Supplier. The restoration of corrupted or lost data is not included in the maintenance.

23.4   If a maintenance agreement has been entered into, the Supplier shall make improved versions of the software available to the

Client as they become available. Three months after an improved version has been made available, the Supplier shall no longer be obliged to remedy any errors in the previous version or to provide support in relation to that previous version. For making available a version with new functionalities or features, the Supplier may require the Client to enter into a new agreement with the Supplier and to pay a new fee for such availability.

23.5 If the Client has not entered into a maintenance agreement with the Supplier at the same time as the agreement for making the software available, the Supplier cannot be compelled by the Client to enter into a maintenance agreement at a later point in time.

24. **Software of Third-Party Suppliers**

If and insofar as the Supplier makes software of third parties available to the Client, the terms and conditions of such third parties shall apply to that software—provided that the Supplier has notified the Client of this in writing—with the exclusion of the provisions of these terms and conditions. The Client accepts the aforementioned third-party terms and conditions. These terms and conditions are available for inspection by the Client at the Supplier's premises, and the Supplier shall provide them to the Client upon request. If and insofar as the aforementioned third-party terms and conditions are, for any reason whatsoever, deemed not to apply or are declared inapplicable in the relationship between the Client and the Supplier, the provisions of these terms and conditions shall apply.