

## General Terms and Conditions of Tesorion Operations B.V.

### 1. General

- 1.1. All legal acts, including Offers, Quotations and Agreements, with regard to the supply of Products and/or Services to the Client, whether delivered orally, in writing, or electronically or in any other form, are subject to and governed by these General Terms and Conditions.

- 1.2. In these General Terms and Conditions, the following definitions are used both in the plural and singular forms:

Offer: Tesorion's Proposal to enter into an Agreement;

Activation Date: The date the Service is first activated and the relevant licence will be used from that date;

General Terms and Conditions: These general terms and conditions applied by Tesorion Operations B.V.;

Services: All services, work and activities of Tesorion comprised in an Agreement;

Documentation: All documentation relating to the Products and/or Services provided under an Agreement (including any Third Party Products/and or Services);

Users: The employees authorised by the Client who have access to the Portal and are therefore entitled to use the Service;

The Client: The legal entity or natural person acting in the performance of a profession or business with whom Tesorion has entered into an Agreement for the supply of Products and/or Services;

Quotation: The document in which Tesorion sends its Offer to the Client and which serves as (part of) the Agreement in case the Client agrees to it.

Agreement: The agreement between Tesorion and the Client on the Quotation, or other agreement, under which Products and/or Services are provided and which are governed by these General Terms and Conditions;

Portal: An (online) self-service portal to which Users can have remote access and through which the Client can monitor and manage the Services;

Products: All products supplied under the Agreement, including software, hardware and systems including all accompanying software;

Tesorion: Tesorion Operations B.V., established in (3833 LD) Leusden at Fokkerstraat 4, registered with the Trade Register under number 17149423.

Vendor: The original manufacturer of the Products and/or Services;

- 1.3. The applicability of any of the Client's general terms and conditions (of purchase) is expressly rejected.
- 1.4. Tesorion shall at all times be unilaterally entitled to amend its General Terms and Conditions. Upon written notification to the Client, the amended General Terms and Conditions shall apply in full to an already existing Agreement, unless the Client objects to the applicability of the amended General Terms and Conditions stating reasons within 14 days after notification. Any deviations from the General Terms and Conditions are and continue to be effective if expressly agreed in writing by the parties.

### 2. Offer, quotation and agreement

- 2.1. All Offers made by Tesorion are without obligation unless expressly stated otherwise in writing. Tesorion has the right to withdraw an Offer at any time.
- 2.2. Agreements will have been concluded from the moment that:

- the Client has signed the Offer or the document provided for that purpose;
- the Client's written or electronic (by email or online through the Portal) order has been accepted by Tesorion; or

Tesorion has proceeded to delivering the Products and/or Services ordered by the Client in accordance with the Quotation, based on the Client's conduct;

depending on which event occurs first.

### 3. Prices

- 3.1. The Client shall owe Tesorion the agreed prices and rates for the delivery of the Products and/or Services.
- 3.2. All prices are exclusive of VAT, other taxes, levies, duties, travel hours, cost of travel and accommodation, extra hours and other special costs related to the Products and/or Services. The price of the Products and/or Services does not include the costs of transport,

insurance, shipping, loading and unloading, installation, storage, cost of demonstration or other costs or charges, unless explicitly agreed otherwise. Additional costs shall be charged separately to the Client by Tesorion.

- 3.3. Unless otherwise agreed, Tesorion is entitled to annually index the prices agreed in the Agreement as of 1 January, using the indexation percentage of October of the previous year as a reference date, in accordance with the Service Price Index (commercial services and transport, category J62, index 2021=100). Tesorion is moreover entitled to adjust the prices agreed in the Agreement if a legal or other government measure (including import duties) gives rise to this.
- 3.4. Tesorion is entitled to change its prices due to aspects such as cost increases of its suppliers, cost increases of labour and increases of other costs or charges. Tesorion is moreover entitled to implement these price increases in the event of contract renewals, and in the event that an Offer has already been offered to the Client but not yet accepted by the Client.
- 3.5. If Tesorion, in consultation with the Client, provides Products and/or Services not specified in the Agreement (additional work), such Products and/or Services shall be invoiced at Tesorion's current rates at such time.
- 3.6. The client cannot assert any claims with regard to printing faults in offers, price lists, leaflets, ads, and other materials.

#### 4. Payment

- 4.1. Tesorion shall charge the amounts due by the Client in each case through an (itemised) invoice. The details from Tesorion's administration shall be decisive in order to determine the amount of the invoice. Payment shall be made within 15 days after the invoice date, unless the Agreement stipulates another term. All payments must be made in euros, unless the Agreement provides otherwise.
- 4.2. Unless otherwise agreed, prior to the delivery of Products and/or performance of the Services, Tesorion shall be entitled to require advance payment or an advance with respect to the Client's creditworthiness.
- 4.3. In the event that the term of payment is exceeded, the Client shall, without

further notice of default, be in default by operation of law and shall be liable for the statutory commercial interest (in accordance with Book 6, Section 119a of the Dutch Civil Code), as well as extrajudicial collection costs, which are set at 15% of the invoice value with a minimum of EUR 500. In the event that Tesorion is compelled to engage legal assistance to settle an invoice, Tesorion shall be entitled to charge the reasonable costs relating to such legal assistance to the Client in full.

- 4.4. If the Client believes that the amount of the invoice is incorrect, the Client must notify Tesorion of any objections in writing within 14 days of the invoice date, on the penalty of forfeiting the right to dispute the invoice. Upon receipt of the objection, Tesorion shall investigate the accuracy of the invoice amount. A dispute of the invoice does not suspend the Client's payment obligation.
- 4.5. The Client shall not be allowed to offset any amounts owing to Tesorion against any claim the Client may have against Tesorion, regardless of the nature of such claim.
- 4.6. Tesorion shall be entitled to charge the Client for exchange-rate differences (including those resulting from purchases and sales) arising between the date of signing and the date of invoicing in the event that the purchase of Products and/or Services takes place in a different currency than the one invoiced to the Client.
- 4.7. If, after the Activation Date, the Client uses a higher volume than the quantity of Products and/or Services agreed in the Agreement, Tesorion will be entitled to charge the current volume used by the Client retroactively from the day the Client uses a higher volume.

#### 5. Delivery and implementation

- 5.1. The title to all Products shall be vested in Tesorion until the Client has paid all fees and amounts to Tesorion in full in accordance with the Agreement. The risk for the Products shall pass to the Client on commencement of delivery.
- 5.2. An agreed deadline for delivery/implementation of the Products and/or Services shall not commence until all necessary data and information have been received by Tesorion and all payments have been made in accordance with the

Agreement, unless otherwise agreed in writing.

- 5.3. The delivery/implementation periods stated by Tesorion are stated to the best of its knowledge, and only by way of information, and are therefore indicative. Tesorion shall make reasonable efforts to observe the delivery/implementation times. The mere fact that a stated or agreed delivery period is exceeded shall not result in default.
- 5.4. If an amendment to the Agreement agreed by the Parties causes a longer delivery/implementation period, the period will be extended by the time reasonably required to comply with the amendment to the Agreement.
- 5.5. The Client must check the delivered Products and/or Services immediately, yet not later than within 72 hours after delivery or implementation, for completeness, shortcomings, defects or other deviations from the agreements made between the parties in the Agreement. In case of incomplete delivery, shortcomings, defects or other deviations, the Client must report this to Tesorion within five (5) days after delivery, failing which its rights to claim fulfilment, (and in case of default) dissolution and/or damages shall lapse.
- 5.6. Tesorion will deliver Products to Client DDP (incoterms 2020) at the Client's location.

## 6. Confidentiality

- 6.1. Each of the parties shall make sure that all information received from the other party that is known or reasonably known to be confidential shall remain secret. This prohibition shall not apply if and insofar as (i) a statutory duty requires the disclosure of such data, (ii) the disclosure is necessary with respect to legal proceedings to which Tesorion or the Client itself is a party and in which the disclosure of such data may be important or (iii) disclosure is necessary for the proper performance of the Agreement. The party receiving confidential data shall only use them for the purpose for which they were provided. Data shall in any case be considered confidential if they are designated as such by one of the parties.
- 6.2. Confidential information includes all information shared by the Parties prior or after the conclusion of the Agreement in relation to the

performance of the Agreement, including all commercial and technical information, Client Data, or data of Tesorion and other Documentation.

- 6.3. The parties shall also impose the obligation referred to in this article on the employees as well as on the third parties engaged by them with respect to the execution of the Agreement (which in the case of the Client also includes the Users) and will implement reasonable measures to ensure the confidentiality of this information.
- 6.4. The parties recognise that damages may not provide sufficient compensation in the event of a breach of confidentiality, and the parties agree that the other party may stop any (potential) breach of confidentiality by a court order or comparable remedy, where appropriate.

## 7. Personal data

- 7.1. If and when Tesorion processes personal data as part of the provision of Services on behalf of the Client, it shall act as the processor and the Client as the data controller of the personal data within the meaning of the European General Data Protection Regulation ("GDPR"). Tesorion shall at all times process personal data in accordance with the GDPR, and (where applicable) the relevant Data Processor Agreement entered into by the parties.
- 7.2. The Client shall at all times bear responsibility for (the content of) the data traffic on its network, IT infrastructure and data rendered through the Products and/or Services. The Client guarantees in respect of Tesorion that it processes personal data of any data subjects (under the GDPR) lawfully and provides them to Tesorion with respect to the provision of the Services.
- 7.3. The Client agrees that Tesorion may use and share any Client (contact) data for the purpose of relationship management with its staff, Vendors and sub-suppliers who require this information for the establishment and performance of an Agreement.

## 8. Security

- 8.1. If under the Agreement, Tesorion is obliged to provide some form of information security, such security must be at least be equivalent to the level customary in the sector where Tesorion

operates, unless the parties have agreed different specifications regarding security in writing. Tesorion does not guarantee that information security will be fully effective under all circumstances. In the absence of an explicitly defined method of security in the Agreement, the security shall at least comply with a level that is not unreasonable in view of the state of the art, the implementation costs, the type, scope and context of the information to be secured, which are known to Tesorion, the purposes and normal use of its Products and/or Services and the likelihood and severity of foreseeable risks.

- 8.2. The access or identification codes, certificates or other means of security (e.g. for access to the Portal) provided by or on behalf of Tesorion to the Client are confidential within the meaning of Article 6 of these General Terms and Conditions and shall be treated as such by the Client and its Users and shall only be disclosed to authorised Users from the Client's own organisation. Tesorion is entitled to change assigned access or identification codes and certificates, or to block access accounts if required for security purposes. The Client is responsible for the management of authorisations and the provision and timely revocation of access and identification codes.
- 8.3. Tesorion is entitled to adjust the security measures from time to time if this is necessary due to changing circumstances and in order to maintain an adequate level of information security.
- 8.4. The Client shall adequately secure its systems and infrastructure and keep them adequately secured and to this end observe any advice and instructions given by Tesorion.
- 8.5. Tesorion may issue instructions to the Client regarding security aimed at preventing incidents or the consequences of incidents that may affect security, or keeping such incidents to a minimum. The Client is and shall at all times be responsible for implementing such advice from Tesorion, or instructions from a relevant government body. Tesorion shall under no circumstances be liable for any follow-up to its advice regarding an incident.
- 8.6. Tesorion is at all times permitted to make technical and organisational

provisions to protect hardware, software, data and information, websites or other objects supplied by it to which access is provided to the Client (directly or indirectly), also with respect to an agreed restriction in the content or time limit of the right to use such objects. The Client shall not remove such technical provision(s) or cause them to be removed or circumvented.

## 9. Intellectual property

- 9.1. All intellectual property rights ("IP rights") in Products and/or Services provided to the Client, including Documentation, data files, databases, analyses, designs, use cases, reports or other materials (as well as relevant preparatory material) and data are vested exclusively in Tesorion, its licensors or its sub-suppliers.
- 9.2. The Client only acquires user rights to the Products and/or Services under an Agreement to that effect. Any right of use granted to the Client is non-exclusive and cannot be transferred, pledged or sublicensed.
- 9.3. Tesorion shall indemnify the Client against all claims and demands of third parties pursuant to which IP rights, of which the Client has been granted a right of use under an Agreement, infringe one or more IP rights of such third parties. This indemnity right cannot be invoked by the Client in the event that the infringement arises from:
  - a) the use of IP rights provided by Tesorion in combination with other products not provided by Tesorion or for which Tesorion has not given its prior consent;
  - b) the acts or omissions of the Client, or which can be attributed to the Client such as the use of an obsolete, not up-to-date version of any product or material provided by Tesorion, or contrary to instructions from Tesorion;
  - c) the adaptation of any product or material incorporating IP rights of Tesorion without Tesorion's express consent;
  - d) the use of open-source software;
  - e) possession and use of IP rights contrary to the licence terms and instructions from Tesorion;
  - f) the use of any material or products of the Client (including but not limited to information, data,

software and other material of the Client);

- g) failure to use materials and Products supplied by Tesorion, which were provided to replace previous versions of those materials and Products in order to prevent infringement of third-party IP rights.

9.4. The Client shall indemnify Tesorion against all third-party claims and actions arising from or relating to:

- a) the use, storage of material or information provided by the Client to Tesorion for the supply or performance of the Products and/or Services;
- b) the use of the Products and/or Services or other material provided by Tesorion to the extent that such use is in any way contrary to applicable laws and regulations, licence terms or other applicable terms and conditions of third parties, such as the Vendor or licensor, or to the extent that such use materially impairs Tesorion's reputation;
- c) selling, sublicensing, distributing or otherwise sharing with third parties any material, Products and/or Services (including IP rights) provided by Tesorion, including enabling similar acts for third parties;
- d) copying, adapting, translating, disassembling, reverse engineering, or creating a derivative of the Products and/or Services or Documentation provided by Tesorion;
- e) removing, concealing, obscuring, or otherwise modifying marks or other references to IP rights visible on Products or other items or Documentation provided by Tesorion;
- f) the use of Products and/or Services, or Documentation provided by Tesorion for purposes other than as instructed or agreed between the parties; and
- g) the use of Products and/or Services provided by Tesorion in combination with products or services for which the Client is responsible, or which responsibility the Client has outsourced to a third party (including acquisition of all

necessary approvals and licences for the use of such products and services).

9.5. A Party wishing to invoke indemnification shall promptly notify the other Party in writing, make all reasonable efforts to mitigate any damage in relation to the claim and give the indemnifying Party full opportunity to defend itself against any claim, both in and out of court (including conducting settlement negotiations). To this end, the Party invoking the indemnification shall provide all relevant information to the indemnifying Party. These indemnifications set out in Articles 9.3 and 9.4 will be the only claims and rights of the Parties relating to the use of third party IP rights provided by Tesorion.

9.6. If it is irrevocably established in court that the Products or websites, data files, equipment or other materials developed by Tesorion infringe any intellectual property right that is vested in a third party, or Tesorion believes that such an infringement may well occur, Tesorion shall, if possible, ensure that the Client can continue to use the delivered, or functionally equivalent other Products, websites, data files, equipment or materials. In case this should be impossible, the Client has the right to terminate the Agreement immediately, without any right to compensation.

9.7. The Client guarantees that rights of third parties do not oppose the fact that equipment, software, material intended for the Services, data files and/or other materials, designs, and/or other works are provided to Tesorion for the purpose of use, maintenance, adaptation, installation or integration, including having the appropriate licences. The Client indemnifies Tesorion against any claim by a third party based on the fact that such provision, use, maintenance, adaptation, installation or integration infringes any right of such third party. In addition, the Client guarantees that it is the rightful owner of all IP rights related to hardware, software, programmes, equipment, Documentation and other data files used by it in combination with Products and/or Services.

9.8. The Client is fully aware that Products and/or Services are subject to the Vendor's own licence terms, which are directly applicable to the Products and/or Services provided to the Client.



The Client unconditionally agrees to these licence terms and confirms having received them by acceptance of the Offer. Any licence terms shall prevail over these General Terms and Conditions.

- 9.9. Where Tesorion develops IP rights specifically on the instructions of the Client, such IP rights shall continue to be vested in Tesorion, unless the parties agree that the Client will make a separate payment for them. Tesorion shall at all times be entitled to use the components, designs, algorithms, Documentation, works, protocols and other materials underlying the development of these IP Rights for its own benefit or for the benefit of other clients without any restriction.

## 10. Obligation to provide information and cooperation

- 10.1. The Client shall provide its full cooperation to Tesorion and with respect to this, at all times provide all data, documents, information and authorisations, which Tesorion needs for the proper delivery of the Products or implementation and performance of the Services, on time and in the required form and manner. In case of any changes to such information, the Client shall notify Tesorion as soon as possible. The Client guarantees the accuracy and completeness of the information provided by or on behalf of it to Tesorion.
- 10.2. In the event that the Client has provided Tesorion with incomplete information regarding the Installed base and/or the quantity of assets eligible for services by Tesorion, Article 4.7 of these General Terms and Conditions shall apply accordingly.
- 10.3. With respect to the continuity of the Services, the Client shall appoint a contact person or contact persons to act in that capacity for the duration of Tesorion's work. The Client's contact persons will have the necessary experience, specific knowledge and understanding of the objectives required by the Client. If the Client deploys personnel and/or auxiliary persons in the performance of the Agreement, such personnel and such auxiliary persons shall have the required knowledge and experience.
- 10.4. If employees of Tesorion perform work at the Client's premises, the Client shall provide the necessary facilities, such as

a working space with computer and network facilities, in good time and free of charge.

- 10.5. The Client's workspace and facilities will comply with all statutory requirements. The Client shall indemnify Tesorion including employees of Tesorion for claims of third parties with respect to the performance of the Agreement resulting from acts or omissions on the part of the Client or a third party engaged by the Client.
- 10.6. Tesorion shall within reason cooperate to audits required by the applicable supervisory regulators under applicable laws and regulations. However, the Client must notify Tesorion of such an audit in writing at least 30 days in advance, unless this is demonstrably impossible on the basis of the regulator's decision to conduct an audit. Such notice shall include sufficient information regarding the context, scope and duration of the audit. Unless otherwise agreed, Tesorion is entitled to charge the costs incurred by Tesorion with respect to an audit to the Client at the then current rates. The costs of the audit shall be borne entirely by the Client.
- 10.7. Unless otherwise agreed in writing, the Client itself will be responsible for the management, including checking the settings, the use of the Products provided by Tesorion and/or how the results of Services are deployed. The Client is also responsible for instructions to and the use by Users.
- 10.8. The Client shall organise any required equipment, infrastructure and supporting software and shall install, set up, adjust and keep up-to-date the necessary (auxiliary) software, equipment and other materials and achieve the desired/required interoperability. The Client is solely responsible for ensuring that Products and/or Services provided by Tesorion can be connected to the Client's network and systems and that the network and IT infrastructure used by the Client are technically suitable to connect the Products and/or Services provided by Tesorion.
- 10.9. The Client guarantees that its use of the Products and/or Services does not infringe any applicable laws and regulations (including any international export and sanctions schemes) and is not otherwise unlawful. The Client indemnifies Tesorion against third-party

claims based on the allegation that the Client's use of the Products and/or Services violates applicable laws and regulations or is otherwise unlawful. Tesorion is entitled to immediately terminate an Agreement in case the Client uses the Products and/or Services contrary to applicable laws and regulations.

- 10.10. If the Client fails to perform the Agreement (including payment obligations) in respect of Tesorion or Tesorion has a valid reason to fear that the Client will fail to perform such obligations, Tesorion shall be entitled to take back the Products delivered on loan, hire or under retention of title. The Client shall be obliged to fully cooperate to enabling Tesorion to take back these Products.

## 11. Principles of Service Provision

- 11.1. Each of the Parties shall comply with the following principles for the provision of the Products and/or Services under the Agreement:
- a) the Party shall have full capacity and powers to enter into the Agreement and to provide or use the Products and/or Services under the Agreement;
  - b) the Party will provide and use the Products and/or Services in accordance with applicable laws and regulations (including any export restrictions or other international regulations);
- 11.2. Tesorion shall:
- a) provide and perform the Services in accordance with the applicable industry standards and by qualified personnel and in a professional manner;
  - b) provide and perform the Services in accordance with the Agreement and applicable service description;
- 11.3. Subject to the Vendor's terms and conditions, Tesorion will endeavour to repair defects in Products within a reasonable period of time and at no additional cost to the Client, provided and to the extent that the Client qualifies for such guarantee in accordance with the terms and conditions of the Vendor. In case a defect cannot be repaired under the guarantee offered by the Vendor, Tesorion will be entitled to charge the

Client for the costs related to the repair of the Products.

- 11.4. In the event that no Service Level Agreement in respect of the provision of Services has been agreed between the Parties, Tesorion shall have a best-efforts obligation to perform the agreed Services as a reasonably competent IT service provider.
- 11.5. Unless agreed in an Agreement, Tesorion expressly provides no other guarantees with respect to the performance of the Products and Services, and also with respect to the suitability, quality and availability of the Products and/or Services, unless such guarantees are expressly evidenced by Documentation provided by Tesorion relating to a specific Product and/or Service.

## 12. Liability

- 12.1. Tesorion shall bear no liability whatsoever and whensoever under any Agreement or by law for any form of indirect, incidental, consequential, and/or reputational damage, which includes loss of sales or profits, loss due to the interruption of a business process, corruption or loss of data, and loss of goodwill.
- 12.2. Unless otherwise agreed in an Agreement, Tesorion's total liability for direct damage on account of an attributable failure in the performance of the Agreement or on any other legal ground, expressly including any failure in the performance of an alleged guarantee, shall, per contract year, be limited to the compensation paid under the Agreement in the year in which the damage-causing event occurs, whereby a series of related events shall be considered one event.
- 12.3. Direct damage shall solely refer to:
- a) the costs reasonably incurred by the Client to remedy or eliminate Tesorion's failure to make sure that Tesorion's performance does comply with the Agreement;
  - b) reasonable costs to make sure that the Client's legacy products or systems will continue to be operational for a longer period, less any savings; and
  - c) reasonable costs to prevent or limit such damage and reasonable costs to determine its cause and extent.

- 12.4. The limitations of liability mentioned in this article 12.2 shall lapse in case the damage was caused by intent or deliberate recklessness on the part of Tesorion.
- 12.5. Unless performance by Tesorion is permanently impossible, Tesorion shall only be in default if the Client gives Tesorion immediate notice of default in writing, setting a reasonable period of at least thirty (30) days to remedy the failure, and Tesorion continues to fail imputably in the performance of its obligations even after that period. The notice of default must contain a most detailed description of the failure, to enable Tesorion to respond properly. The Client must submit a claim for compensation to Tesorion within 3 months after it became aware of the failure, or could reasonably have become aware of it, on the penalty of forfeiture of the right to compensation.
- 12.6. The limitation of liability from this article also applies to all (legal) persons which Tesorion engages in the performance of the Agreement.
- 12.7. The Client shall ensure that it is properly insured in respect of the Products and/or Services provided by Tesorion. At Tesorion's first request, the Client shall submit a copy of the insurance policy to Tesorion.
- 12.8. In the event that the failure to achieve a Service Level can (partly) be attributed to the Client, Tesorion shall not be liable for the non-achievement of the Service Level, unless this would result in an outcome that is unacceptable to the Client by standards of reasonableness and fairness.
- 12.9. In the event that a failure in a Service is covered by a Service Level Agreement agreed by the Parties, the Client shall only be able to invoke the rights to which it is entitled under the Service Level Agreement. In case the Client can also invoke other rights, the Client must at all times first invoke the rights in the Service Level Agreement.

### 13. Suspension

- 13.1. Tesorion is entitled to suspend the delivery of Products and/or Services as well as its other obligations under the Agreement immediately and without observing a further term, in whole or in part, in the event that the Client fails to fulfil its obligations under the Agreement (also including the Client's payment obligations), or if Tesorion has

a valid fear that the Client will not be able to fulfil its obligations (or not in full), without prejudice to any other right accruing to Tesorion and without this resulting in any obligation to pay compensation.

- 13.2. From the moment the Client has still fulfilled the obligations and/or has provided sufficient security for the fulfilment of the obligations, Tesorion will lift the suspension. During the period of suspension, the Client's obligation to pay the fees shall remain unimpaired.

### 14. Term and end of Agreement

- 14.1. The Agreement will be entered into for the term specified in the Agreement. Unless otherwise agreed, the Agreement expires after the term by operation of law. As for Services, the term of the Agreement starts from the Activation Date. The difference in duration between the commencement date of the Agreement and the Activation Date will be added pro rata to the original duration of the Agreement.
- 14.2. In the event that the period between the commencement date of the Agreement and the Activation Date exceeds three months, Tesorion shall be entitled to proceed to invoice the fee agreed in the Agreement after the expiry of these three months, unless the Client can prove that the delay in implementation is due to Tesorion's acts or omissions, or that specific arrangements were made in the implementation plan that have not been fulfilled by Tesorion.
- 14.3. Once the Client has accepted an Offer, Tesorion shall have the right to withdraw the Offer within 14 days of receipt of acceptance, in which case no Agreement shall be deemed to have been concluded. However, Tesorion will at all times first consult with the Client in order to reach a commercially acceptable solution.
- 14.4. Tesorion is entitled to dissolve the Agreement immediately and without observing a further term if the Client goes bankrupt, applies for a suspension of payments, discontinues its business operations or acts in violation of an obligation under the Agreement, without prejudice to any other rights accruing to Tesorion.
- 14.5. Dissolution of the Agreement by the Client does not result in any reversal obligations in respect of each other. To



the extent applicable, the Client is only entitled to compensation for the remaining duration of the Agreement from the time of dissolution, as well as to any other compensation with due observance of Article 12 of these General Terms and Conditions.

- 14.6. In the event that a contract relationship between the Client and Tesorion comprises several Agreements, Tesorion shall, upon termination of one of those Agreements for any reason (by termination or dissolution), also have the right to terminate the other Agreements with due observance of a 30-day notice period, without the Client being entitled to any form of compensation.
- 14.7. In the event that the Client terminates an Agreement prematurely for any reason (except in the case of dissolution on account of default on the part of Tesorion), Tesorion shall be entitled to (payment of) the positive contract interest on the remaining duration of the Agreement, without prejudice to Tesorion's other rights to any damages.
- 14.8. Amounts already invoiced by Tesorion before termination (both in the case of termination and dissolution) shall continue to be due in full and shall be payable on demand.
- 14.9. Upon termination of the Agreement for any reason, the Client shall immediately return all data, materials and hardware provided by Tesorion to the Client and immediately cease any use of the (usage) rights obtained from Tesorion, including, but not limited to, licences obtained in order to use the Software and intellectual property rights.
- 14.10. Unless otherwise agreed, Tesorion is entitled to charge additional costs for work with respect to a transition of a Service to a third party by the end of an Agreement in accordance with the rates stated in the Agreement or these General Terms and Conditions. In the event that Tesorion needs to continue a Service for a period of time after the end of the Agreement as part of the transition, the Client shall owe the fee agreed in the Agreement for this, while Tesorion is entitled to pass on third-party costs (such as costs for licences) in full to the Client. Tesorion shall not on any account be obliged to continue a Service longer than 12 months after the end of the Agreement.
- 14.11. Provisions that are inherently intended to continue after termination of the

Agreement, including but not limited to provisions regarding confidentiality, liability and intellectual property rights, shall continue to be effective after termination of the Agreement.

## 15. Other provisions

- 15.1. Unless otherwise agreed, Tesorion is entitled to unilaterally make substantial changes in and to the Products and/or Services, as well as to replace aspects of the Products and/or Services or to phase out Products and/or Services (hereinafter referred to as: "Modification") provided that such Modification does not cause a substantial deterioration of the Services, except when Products and/or Services are phased out. Tesorion shall notify the Client in writing at least 3 months prior to the implementation of a Modification. The Client is entitled to object to a Modification within 14 days after notification, when the Parties shall consult in order to consider how to resolve the Client's reasonable objections. Tesorion shall in no case be obliged to allow for specific wishes of the Client that are not commercially or technically feasible (without a corresponding increase of the agreed fee). Any costs incurred by the Client with respect to a Modification shall be entirely for its own account.
- 15.2. Tesorion is entitled to use the Client's label, logo and/or trade name for marketing purposes.
- 15.3. Tesorion is entitled to outsource the performance of its obligations under the Agreement in full or in part to third parties. In that case, these General Terms and Conditions shall also apply for the purpose of such third party to whom the performance is outsourced.
- 15.4. Tesorion is entitled to transfer the Agreement(s) with the Client to third parties. The Client shall not unreasonably withhold or delay its cooperation in this respect. In case Tesorion proceeds to such a transfer, the Client shall be notified in a timely manner.
- 15.5. The Client is not allowed to transfer its rights and obligations under the Agreement to third parties, unless Tesorion has expressly agreed to this in writing. Such consent may be subjected to certain conditions by Tesorion.
- 15.6. All disputes arising from or related to the Agreement which cannot be resolved by mutual agreement shall be

submitted to the District Court of  
Midden-Nederland, court venue:  
Utrecht, the Netherlands.

- 15.7. The Agreement is governed by Dutch law. The applicability of the Vienna Sales Convention is excluded.
- 15.8. If any provision of the Agreement is found to be void or annulled, the remaining provisions shall remain in full force and effect. The parties will in that case consult with each other in order to agree a new provision in respect of the void or annulled provision, which shall be as much as possible in keeping with the purpose and purport of the void or annulled provision.