

General Terms and Conditions L.I.C. Software Development B.V.

1. Definitions

- 1.1 LIC L.I.C. Software Development B.V., established at Pfinztalstraat 2, 4143JB Leerdam The Netherlands
- 1.2 Customer Every (legal) entity that purchases goods and/or services of any kind from LIC.

2. Offer and agreement

- 2.1 These general terms and conditions apply to all offers, legal relationships and agreements whereby LIC delivers goods and/or services of any kind to the Customer. Deviations and additions to these general terms and conditions shall only be valid if they have been agreed upon explicitly and in writing.
- 2.2 All offers and other expressions of LIC are without obligation, unless explicitly stated otherwise in writing by LIC. The Customer shall be responsible for fulfilling its information obligation; the verification of the correctness and completeness of the measurements, requirements, specifications of the performance and other data on which the offer made by LIC is based.
- 2.3 Applicability of purchase or other conditions of the Customer is expressly rejected.
- 2.4 If any provision of these general terms and conditions is null and void or is nullified, the remaining provisions of these general terms and conditions shall remain fully in force.

3. Price and payment

- 3.1 All prices shall be exclusive of VAT and other levies imposed by the government.
- 3.2 In case of a periodic payment obligation of the Customer, LIC shall have the right to adjust the applicable prices and rates, subject to a written notice of at least three months. If the Customer does not wish to agree to such an adjustment, the Customer shall, within thirty days after the notice, be entitled to terminate the agreement by the date on which the adjustment would have become effective.
- 3.3 In the agreement, the parties shall specify the date or dates on which LIC shall charge the Customer the fee for the agreed performance. The Customer shall pay invoices in accordance with the payment terms stated in the invoice. In the absence of a specific arrangement, the Customer shall pay within fifteen days of the invoice date. The Customer shall not be entitled to set off or to suspend any payment.
- 3.4 If the Customer does not pay the amounts owed in time, the Customer shall, without the need to issue any reminder or notice of default, be liable to pay legal interest on the outstanding amount. If, following a reminder or notice of default, the Customer continues in default of paying the claim, LIC shall have the right to pass on the claim for collection, in which case the Customer shall, in addition to the total amount due, also be bound to pay all judicial and extrajudicial costs, including costs calculated by external experts, in addition to the judicial costs. The Customer shall also be bound to pay the costs incurred by LIC in case of a failed mediation, if the Customer is ordered to pay the outstanding amount in whole or in part.
- 3.5 All offers (quotations) shall be valid for 30 days from the date of the offer. After this period, the offer shall expire or LIC may modify or withdraw the offer without the Customer having any right to assert any right to the expired offer.

4. Confidential information, takeover of personnel and privacy

- 4.1 Each party warrants that all the information received from the other party that is known to be or should be known to be confidential in nature shall remain secret, unless there is a statutory obligation to reveal such data. The Party receiving confidential information shall only use it for the purpose for which it was provided. Information shall always be considered confidential if it is designated as such by one of the Parties.
- 4.2 None of the parties shall, during the term of the agreement as well as one year after the same comes to an end, employ employees of the other party who are or were involved in the performance of the agreement, or otherwise have such employees perform work for it, directly or indirectly, without the prior written permission of the other party. Wherever appropriate, LIC shall not withhold such permission if the Customer offers appropriate compensation.
- 4.3 The Customer shall indemnify LIC against claims by persons whose personal data have been registered or are processed in connection with a register of personal data maintained by the Customer, or for which the Customer is responsible under the law or otherwise, unless the Customer proves that the offences underlying the claim are solely attributable to LIC.

5. Retention of title and rights, specification and possessory lien

- 5.1 All goods delivered to the Customer shall remain the property of LIC until all amounts payable by the Customer for the goods delivered or to be

delivered, or for work performed or to be performed in accordance with the agreement, as well as all other amounts payable by the Customer due to default in fulfilling payment obligations, have been paid to LIC in full. A Customer acting as a reseller may sell and resell all goods that are subject to the retention of title of LIC, insofar as customary in the ordinary course of business. If the Customer creates a new good (partially) with the help of goods delivered by LIC, the Customer shall create such good only for LIC and shall hold the newly created good for LIC until it has paid LIC all the amounts due pursuant to the agreement; in such case, LIC shall have all rights as owner of the newly created good until the moment of full payment by the Customer.

5.2 Rights, if any, shall be always granted or transferred to the Customer provided the Customer pays the fees agreed upon for them in time and in full.

5.3 LIC may retain the goods, products, property rights, data, documents, data files and (interim) results of LIC's services which have been received or generated in connection with the agreement, despite an existing obligation to surrender them, until the Customer has paid all the amounts owed to LIC.

5.4 If the use of the software is limited by a dongle, the dongle shall represent the full value of the software or the licence to the software. If a dongle is damaged, LIC shall provide a new dongle to the Customer against surrender of the damaged dongle. LIC may charge the Customer for the cost of creating the new dongle. If the Customer cannot provide a dongle, or if the dongle is stolen, lost, or otherwise cannot be returned to LIC, the Customer must purchase a new licence at the price applicable at the time of notification.

6. Risk

- 6.1 The risk of loss, theft or damage to goods, products, software or data that are the subject of the agreement shall pass to the Customer at the time they are placed in the actual control of the Customer or a subordinate person of the Customer.

7. Intellectual or industrial property rights

- 7.1 All intellectual and industrial property rights on software, websites, data files, equipment or other materials such as analyses, designs, documentation, reports, offers, as well as preparatory materials thereof developed or made available under the agreement shall be the exclusive property of LIC, its licensors or its suppliers. The Customer shall obtain only the user rights that are explicitly granted to it by these terms and conditions and the law. Any other or further right of the Customer to reproduce software, websites, data files or other materials is excluded. A right of use to which the Customer is entitled shall be non-exclusive and non-transferable to third parties.
- 7.2 If in deviation from Clause 7.1, LIC is prepared to undertake to transfer an intellectual or industrial property right, such an obligation may only be made explicitly and in writing. If the parties explicitly and in writing agree that intellectual or industrial property rights relating to software, websites, data files, equipment or other materials specifically developed for the Customer, shall be transferred to the Customer, this shall not affect the right of LIC to apply and exploit, either for itself or for third parties, the components, general principles, ideas, designs, documentation, works, programming languages, etc. underlying that development without any limitation on other purposes. Nor shall a transfer of intellectual or industrial property rights affect LIC's right to undertake developments for itself or third parties that are similar to those done or to be done for the Customer.
- 7.3 The Customer is not permitted to remove or change any indication relating to the confidential nature or concerning copyrights, brands, trade names or other intellectual or industrial property rights from the software, websites, data files, equipment or materials.
- 7.4 LIC is permitted to take technical measures to protect the software or in view of agreed restrictions relating to the term for which the right to use the software may be exercised. The Customer is not permitted to remove or circumvent such technical measures. If as a result of security measures, the Customer is unable to make a back-up copy of the software,

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- LIC shall provide the Customer with a back-up copy upon request.
- 7.5 Unless LIC provides the Customer with a back-up copy of the software, the Customer may make one back-up copy of the software, which may only be used to protect against involuntary loss of possession or damage. The back-up copy may only be installed after involuntary loss of possession or damage. A
- 7.6 Subject to due compliance with the other provisions of these general terms and conditions, the Customer may rectify errors in software provided to it if this is necessary for the intended use of the software. In these general terms and conditions, the term 'errors' shall be understood to mean a substantial failure to meet the functional or technical specifications notified in writing by LIC and, in case of custom-made software and websites, the functional or technical specifications explicitly agreed upon in writing between the parties. An error shall only exist if the Customer can prove it and if it is reproducible. The Customer is bound to report errors to LIC immediately.
- 7.7 LIC indemnifies the Customer against any legal claim by a third party based on the claim that software, websites, data files, equipment or other materials developed by LIC itself infringe on any intellectual or industrial property right applicable in the Netherlands, subject to the condition that the Customer notifies LIC immediately in writing about the existence and content of the legal claim, and leaves the handling of the case, including reaching possible settlements, entirely to LIC. To this end, the Customer shall provide the necessary powers of attorney, information and cooperation to LIC to defend itself, if necessary in the Customer's name, against such legal claims. This obligation to indemnify shall cease to exist if the alleged infringement relates to (i) materials provided by the Customer to LIC for use, adaptation, processing or incorporation, or (ii) changes the Customer has made or caused third parties to make to the software, website, data files, equipment or other materials. If it is irrevocably established in a court of law that the software, websites, data files, equipment or other materials developed by LIC itself infringe any intellectual or industrial property right belonging to a third party, or, if in the opinion of LIC there is a reasonable chance that such infringement shall occur, LIC shall ensure to the extent possible that the Customer can continue to use the delivered, or functionally equivalent other software, websites, data files, equipment or the concerned other materials without any interruption, for example by adjusting the infringing parts or by acquiring a right of use for the Customer. If subject to its sole discretion, LIC is unable to ensure, or can only ensure the same in a manner that is (financially) unreasonably onerous for it, that the Customer can continue to use the delivered goods undisturbed, LIC shall take back the goods supplied and credit the acquisition costs under deduction of a reasonable user fee. LIC shall only make its choice in this respect after consultation with the Customer. Any other or more extensive liability or indemnification obligation of LIC due to the infringement of intellectual or industrial property rights of a third party shall be completely excluded, including liability and indemnification obligations of LIC for infringements caused by the use of the delivered software, websites, data files, equipment and/or materials (i) in a form not modified by LIC, (ii) in connection with objects or software not supplied or provided by LIC, or (iii) in any manner other than that for which the equipment, software, websites, data files and/or other materials were developed or intended.
- 7.8 The Customer warrants that no rights of third parties stand in the way of providing LIC with equipment, software, material intended for websites (visual material, text, music, domain names, logos etc.), data files, or other materials, including design material, for the purpose of use, adaptation, installation or incorporation (e.g. in a website). The Customer shall indemnify LIC against any action based on the claim that such provision, use, adaptation, installation or incorporation infringes any rights of third parties
- 8. Cooperation by the Customer; telecommunication**
- 8.1 The Customer shall always ensure the timely provision to LIC of all useful and necessary data or information for the proper performance of the agreement and shall render all cooperation, including the provision of access to its premises. If the Customer uses its own personnel in connection with the cooperation in the performance of the agreement, such personnel shall have the necessary knowledge, experience, capacity and quality.
- 8.2 The Customer shall bear the risk of the selection, use and application in its organisation of the equipment, software, websites, data files and other products and materials and of the services to be provided by LIC, and shall also be responsible for the monitoring and security procedures and adequate system management.
- 8.3 If the Customer provides software, websites, materials, data files or data to LIC on a data carrier, such data carrier shall meet the specifications prescribed by LIC.
- 8.4 If the Customer does not provide LIC with the data, equipment, software or employees required for the performance of the agreement, or does not provide the same on time or in accordance with the agreements made, or if the Customer fails to fulfil its obligations in any other manner, LIC shall have the right to suspend the performance of the agreement in whole or in part and furthermore, shall have the right to charge the resulting costs according to its usual rates, all of the above without prejudice to the right of LIC to exercise any other legal right.
- 8.5 In case employees of LIC perform work at the Customer's location, the Customer shall provide the facilities reasonably required by such employees free of charge, such as a workspace with computer and telecommunication facilities. The workspace and facilities should fulfil the applicable (statutory) requirements and stipulations relating to working conditions. The Customer shall indemnify LIC against claims by third parties, including employees of LIC, who suffer damage in connection with the performance of the agreement due to the acts or omissions of the Customer or unsafe situations in its organisation. The Customer shall notify the employees of LIC well in time of the company and security rules that apply within its organisation.
- 8.6 If telecommunication facilities, including internet, are used in the performance of the agreement, the Customer shall be responsible for the correct choice and the timely and adequate availability of such facilities, except for those facilities that are under direct use and management of LIC. LIC shall never be liable for damages or costs caused by transmission errors, failures or unavailability of these facilities, unless the Customer proves that these damages or costs are the result of intent or gross negligence of LIC or of its managers. If telecommunication facilities are used in the performance of the agreement, LIC shall have the right to assign access or identification codes to the Customer. LIC may change the assigned access or identification codes. The Customer shall maintain the confidentiality of the access codes and shall handle the same with care and shall only disclose the same to authorised personnel. LIC shall never be liable for damages or costs resulting from the misuse of access or identification codes.
- 9. Delivery periods**
- 9.1 All (delivery) dates stated or agreed upon by LIC have been determined according to the best of LIC's knowledge, based on the information known to LIC at the time that the agreement was concluded. LIC shall, to the best of its ability, do its utmost to fulfil the agreed (delivery) periods to the extent possible. The mere fact that a stated or agreed (delivery) period has been exceeded shall not cause LIC to be in default. In all cases - and therefore even if the parties have explicitly agreed in writing on a deadline - LIC shall not be in default on account of exceeding the deadline until the Customer has issued a written notice of default. LIC is not bound by (delivery) periods, whether final or not, that cannot be met due to circumstances beyond its control that occurred after concluding the agreement. Nor is LIC bound by a final delivery period if the parties have agreed to a change in the content or scope of the agreement (additional work, change in specifications, etc.). If there is a threat that any delivery period may be exceeded, LIC and the Customer shall consult with each other as soon as possible.
- 10. Termination of the agreement**
- 10.1 Each of the parties shall only have the right to terminate the agreement provided the other party, in all cases after a proper and as detailed as possible written notice of default has been issued to it, providing it with a reasonable period to remedy such shortcoming, culpably fails to meet essential obligations under the agreement.
- 10.2 If an agreement has been entered into for an indefinite period of time, but due to its nature and content does not end in completion, may be terminated by either party by means of written notice of termination, after proper consultation and with a statement of reasons. If the parties have not agreed on an express termination notice period, a reasonable notice period shall be observed for terminating the agreement. The Parties shall never be liable to pay any damage compensation for terminating the agreement.
- 10.3 In deviation from what has been provided for under the law

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- in this regard through directory law, the Customer may only terminate a service agreement in the cases provided for in these terms and conditions
- 10.4 Each of the parties may terminate the agreement in writing with immediate effect and without issuing a notice of default in case the other party is granted a provisional or non-provisional suspension of payments, if an application for declaration of bankruptcy is filed with regard to the other party, or if the other party's business is wound up or liquidated for any reason other than reconstruction or company merger. LIC shall never be bound to refund any money already received or to pay damages due to such termination. In case of bankruptcy of the Customer, the right to use the software provided to the Customer shall expire by operation of law.
- 10.5 If at the time of dissolution as mentioned in Clause 10.1, services have already been provided to the Customer as part of performance of the agreement, such services and the related payment obligation shall not be undone, unless the Customer proves that LIC is in default with regard to these services. Amounts invoiced by LIC prior to the termination of contract in connection with work already carried out or delivered by it in performance of the agreement, shall continue to remain due in full subject to the provisions of the previous sentence, and shall become immediately payable at the time of termination of contract.
- 11. Liability of LIC; indemnity**
- 11.1 The total liability of LIC due to the culpable failure in the performance of the agreement shall be limited to the compensation of direct damages up to the amount of the price stipulated in the agreement (excluding VAT). If the agreement is primarily a continuing performance agreement with a term exceeding one year, the price stipulated for the agreement shall be set at the total of the fees (excluding VAT) stipulated for one year. In no event, however, shall the total compensation for direct loss exceed €500,000 (five hundred thousand euros). Direct damage shall exclusively mean the following:
- reasonable costs that the Customer may have had to incur to ensure that the performance of LIC corresponds to the agreement; however, this alternative damage shall not be compensated if the agreement is terminated by or on the Customer's demand;
 - reasonable costs incurred by the Customer to keep its old system or systems and related facilities operational for a longer period because LIC failed to deliver by a final delivery date that was binding on it, minus any savings resulting from the delayed delivery;
 - reasonable costs incurred in establishing the cause and the scope of the damage, insofar as the investigation is of 'direct damage' as per these terms and conditions;
 - reasonable costs incurred to prevent or limit the damage, insofar as the Customer demonstrates that these costs have led to the limitation of direct damage within the meaning of these terms and conditions.
- 11.2 LIC's liability for damage resulting from death or physical injury or due to material damage to property shall never exceed a total of €1,000,000 (one million euros).
- 11.3 LIC is not liable for indirect damage, consequential damage, loss of profit, lost savings, loss of goodwill, damage as a result of business stagnation, damage as a result of claims by the Customer's clients, mutilation or loss of data, damage as a result of the use of goods, materials or software of third parties as prescribed by the Customer to LIC, damage arising due to the use of suppliers as prescribed by the Customer to LIC, and all forms of damage other than those mentioned in Clause 11.1 and 11.2, on any grounds whatsoever.
- 11.4 The limitations mentioned in the preceding sub-clauses of this Clause 11 shall not apply if and insofar as the damage is the result of intention or gross negligence of LIC or its managers.
- 11.5 The liability of LIC due to culpable shortcoming in the performance of an agreement shall only arise if the Customer gives LIC immediate and proper written notice of default, whereby a reasonable period to remedy the shortcoming is given, and even after the expiry of such period, LIC culpably continues to remain in default of fulfilling its obligations. The notice of default must contain an as complete and detailed description of the shortcoming as possible, thereby enabling LIC to respond adequately.
- 11.6 A condition for the existence of any right to compensation shall always be that the Customer reports the damage in writing to LIC as soon as possible after it occurs. Any claim for compensation against LIC shall expire by the mere lapsing of 24 months after the claim arose.
- 11.7 The Customer shall indemnify LIC against all claims by third parties for product liability as a result of a defect in a product or system delivered by the Customer to a third party and that partly consisted of equipment, software or other materials delivered by LIC, except where and insofar the Customer proves that the damage was caused by that equipment, software or other materials.
- 11.8 The provisions of this clause also apply in favour of all natural persons (or legal entities) that LIC uses to perform the agreement.
- 12. Force majeure**
- 12.1 Neither party is obliged to fulfil any obligation if prevented from doing so due to force majeure. Force majeure shall also include a situation of force majeure faced by the suppliers of LIC, improper fulfilment of obligations by suppliers prescribed by the Customer to LIC, as well as defects in items, materials, software of third parties whose use is prescribed to LIC by the Customer.
- 12.2 If a situation of force majeure has lasted longer than ninety days, the parties have the right to terminate the agreement through written notice of termination. Payment for performance already rendered in accordance with the agreement shall in that case be made proportionately, without the parties being liable to pay each other anything further.
- 13. Applicable law and disputes**
- 13.1 The agreements between LIC and the Customer shall be governed by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods, 1980, is excluded.
- 13.2 Disputes that may arise between LIC and the Customer as a result of an agreement entered into between LIC and the Customer or as a result of further agreements that are the result thereof shall be settled through arbitration in accordance with the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes, located in The Hague, all of the above without prejudice to the right of the parties to seek remedy in interlocutory arbitration and without prejudice to the right of the parties to take precautionary legal measures.
- 13.3 In order to try and find an amicable solution to an existing or possible future dispute, either party may commence ICT-mediation in accordance with the ICT mediation rules of the Foundation for the Settlement of Automation Disputes in The Hague. ICT mediation in accordance with these rules is aimed at mediation by one or more mediators. This procedure does not result in a binding judgment for the parties. Participation in this procedure shall be voluntary. The provisions of this sub-clause do not preclude a party, if it wishes to do so, from bypassing the ICT Mediation procedure and directly following the dispute settlement procedure referred to in Clause 13.2.
- COMPUTER SERVICE**
- 14. General**
- 14.1 The provisions set forth in this chapter "Computer Service" shall apply in addition to the General Provisions of these General Terms and Conditions, if LIC provides services in the field of computer service, which shall be understood to mean the automatic processing of data by means of software and equipment managed by LIC.
- 15. Term of the agreement**
- 15.1 If the agreement is concerned with the periodic or regular provision of computer service, the agreement shall be concluded for the term agreed upon between the parties, in the absence of which a term of one year shall apply. The agreement shall be renewed each time for the term of the original period, unless the Customer or LIC terminates the agreement in writing with due observance of a termination notice period of three months before the end of the period concerned.
- 16. Performance of the work**
- 16.1 LIC shall only perform the computer services on the Customer's instruction. If LIC performs computer service pursuant to an authorised order of a governmental authority in relation to data of the Customer or its personnel, all related costs shall be charged to the Customer. LIC shall perform the computer service with due care in accordance with the procedures and agreements

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- recorded in writing with the Customer.
- 16.2 All data to be processed by LIC shall be prepared and delivered by the Customer in accordance with the conditions to be laid down by LIC.
The Customer shall bring the data to be processed to, and collect the results of the processing from the place where LIC performs the computer service. Transport and transmission, in any manner whatsoever, shall take place at the expense and risk of the Customer, even if carried out or arranged by LIC.
- 16.3 The Customer guarantees that all materials, data, software, procedures and instructions provided by it to LIC to perform the computer service shall be always correct and complete and that all data carriers provided to LIC meet the specifications of LIC.
- 16.4 All equipment, software and other items used by LIC for the computer services shall remain the property, or respectively, the object of intellectual and industrial property of LIC, even if the Customer pays a fee for its development or purchase by LIC. LIC may retain the products and data received from the Customer and the results generated from the processing until the Customer has paid all amounts due to LIC.
- 16.5 LIC may make changes to the content or scope of the computer service. If such changes result in a change in the procedures in place at the Customer's premises, LIC shall notify the Customer as soon as possible, and the costs of such change shall be borne by the Customer. In that case, the Customer may terminate the agreement through written notice of termination by the date the change takes effect, unless such change is related to changes in relevant legislation or other regulations issued by competent authorities, or LIC bears the costs of such change.
- 16.6 LIC shall apply its best efforts to ensure that the software used by it for the provision of the computer service is adapted in a timely manner in accordance with amendments in Dutch laws and regulations observed by it in connection with the provision of its services. Whenever so requested, LIC shall advise the Customer at its usual rates concerning the consequences that the aforementioned adaptations will have in relation to the Customer.
- 17. Security, privacy and retention periods**
- 17.1 LIC shall comply with the obligations imposed on it as a processor pursuant to the legislation on the processing of personal data. LIC shall take care of appropriate technical and organisational measures to secure (personal) data against loss or any form of unlawful processing.
- 17.2 The Customer guarantees that all legal regulations relating to the processing of personal data, including the regulations laid down by or under the Personal Data Protection Act, shall be strictly complied with, and that all prescribed registrations have been made and all required authorisations for processing personal data have been obtained. The Customer shall promptly provide LIC with all the information requested in this respect, in writing.
- 17.3 The Customer shall indemnify LIC against all claims of third parties that may be filed against LIC due to a violation of the Personal Data Protection Act and/or other legislation concerning the processing of personal data, which cannot be attributed to LIC.
- 17.4 The Customer shall indemnify LIC against all claims of third parties, including government agencies, that may be filed against LIC due to a violation of legislation relating to the statutory retention periods.
- 18. Guarantee**
- 18.1 LIC is not responsible for checking the correctness and completeness of the results of the computer service. The Customer shall check these results itself after receipt. LIC does not guarantee that the computer service shall be provided without errors or interruptions. If defects in the results of the computer service are a direct consequence of products, software, data carriers, procedures or operating actions for which LIC is explicitly responsible by virtue of the agreement, LIC shall repeat the computer service in order to rectify these defects to the best of its ability, provided the Customer notifies LIC of the defects in writing and in detail as soon as possible, but no later than one week after receiving the results of the computer service. Such repetition shall only be performed free of charge if defects in the computer service can be attributed to LIC. If defects

cannot be attributed to LIC and/or the defects are the result of errors or inadequacies on the part of the Customer, such as the provision of incorrect or incomplete information, LIC shall charge the Customer the cost of any repetition according to its usual rates. If repair of defects that can be attributed to LIC is not technically or reasonably possible, LIC shall credit the amounts payable by the Customer for the computer service in question, without being otherwise or further liable to the Customer. The Customer shall have no other rights on the grounds of defects in the computer service other than those described in this guarantee.

SERVICES

19. General

- 19.1 The provisions laid down in this chapter "Services" shall apply, in addition to the General Provisions of these General Terms and Conditions, if LIC provides services, such as advice, feasibility studies, consultancy, study programmes, courses, training sessions, support, secondment, hosting, designing, developing, implementing or managing software, websites or information systems and services related to networks. These provisions shall not affect the provisions contained in these General Terms and Conditions relating to specific services such as computer service, development of software and maintenance.

20. Execution

- 20.1 LIC shall make every effort to supply the service with due care, where appropriate, in accordance with the arrangements and procedures laid down in writing with the Customer. All services of LIC shall be provided on the basis of a best efforts obligation, unless and insofar as LIC has expressly promised a result in the written agreement, and the result in question has also been described with sufficient definiteness. Any agreements regarding a service level shall only be expressly agreed upon in writing.
- 20.2 If it has been agreed that the services shall be provided in phases, LIC is entitled to postpone the start of the services that belong to a phase until the Customer has approved in writing the results of the preceding phase.
- 20.3 LIC shall only be obliged to follow instructions given by the Customer when providing the services, if this has been explicitly agreed in writing, and provided such instructions are reasonable and are given in time. LIC is not obliged to follow instructions that change or supplement the content or scope of the agreed services; however, if such instructions are followed, the work in question shall be compensated in accordance with Clause 21.
- 20.4 If a service agreement has been concluded with a view to performance by a particular person, LIC is always entitled after consultation with the Customer to replace such person with one or more other persons with the same qualifications.
- 20.5 In the absence of an expressly agreed invoicing schedule, all amounts relating to services provided by LIC shall be payable once every calendar month in arrears.

21. Modification and extra work

- 21.1 If LIC, at the request or with the prior consent of the Customer, has performed work or other performances that are outside the content or scope of the services agreed upon, such work or performances shall be compensated by the Customer according to the usual rates of LIC. Expanding or modifying a system analysis, design or specifications shall also constitute additional work. LIC is never obliged to comply with such a request and can demand that a separate written agreement be concluded for that purpose.
- 21.2 The Customer accepts that work or performance as referred to in Clause 21.1 may affect the agreed or expected time of completion of the services, as well as the mutual responsibilities as between the Customer and LIC. The fact that (the demand for) additional work arises during the performance of the agreement shall never constitute a ground for the Customer to rescind or terminate the agreement.
- 21.3 Insofar as a fixed price has been agreed upon for the services, LIC shall, if requested, inform the Customer in advance, in writing, about the financial consequences of such additional work or performance.

22. Study programmes, courses or training sessions

- 22.1 Insofar as the services of LIC consist of providing a study programme, course or training session, LIC may always

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- demand payment of the amount owed before it begins to provide these services. The consequences of
a cancellation of participation in a study programme, course or training session shall be governed by the rules customary at LIC.
- 22.2 If in the opinion of LIC, the number of registrations gives rise thereto, LIC is entitled to combine the study programme, course or training session with one or more other study programmes, courses or training sessions, or to let them take place on a later date or time.
- 23. Secondment**
- 23.1 Secondment within the meaning of these terms and conditions is defined as instances in which LIC places an employee (hereinafter referred to as the seconded employee) at the disposal of the Customer in order to have such employee perform work under the supervision and management or direction of the Customer.
- 23.2 LIC shall endeavour to ensure that the seconded employee remains available for the term of the agreement, without prejudice to the provisions of Clause 20.4 relating to replacement.
- 23.3 The Customer is entitled to request replacement of the seconded employee (i) if the seconded employee demonstrably does not meet explicitly agreed quality requirements and the Customer notifies LIC of the same in writing within three working days after commencement of the work, or (ii) in case of prolonged illness or retirement of the seconded employee. LIC shall immediately give the request priority attention. LIC does not guarantee that replacement shall always be possible. If replacement is not or not immediately possible, the claims of the Customer on further performance of the agreement as well as all its claims on the grounds of non-performance of the agreement shall lapse. The Customer's payment obligations concerning the work performed shall continue in force.
- 23.4 LIC is obliged to make timely and full payment of the wage tax and (advance) social security premiums that are payable for the seconded employee in connection with the agreement. LIC shall indemnify the Customer against all statutory claims by the tax and social insurance authorities concerning taxes and social security premiums directly relating to the posting of the seconded employee by LIC (liability for using external personnel), provided the Customer leaves the settlement of the claims concerned entirely to LIC, grants LIC all necessary cooperation, and provides LIC with all necessary information and, if requested by LIC, powers of attorney to conduct legal proceedings.
- 23.5 LIC accepts no liability for the selection of the employee or for the results of work that have been carried out under supervision and management or direction of the Customer.
- DEVELOPMENT OF SOFTWARE**
- 24. General**
- 24.1 The provisions contained in the chapter "Development of software" shall apply in addition to the General Provisions of these general terms and conditions and the special provisions contained in the chapter "Services", if LIC develops software on the Customer's instructions and possibly installs it. The chapter "Use and maintenance of software" also applies to this software, except insofar as this chapter deviates from the same. The rights and obligations referred to in this Chapter shall pertain solely to computer software in a form which is readable for a data processing machine and recorded on material which is readable by such a machine, as well as to the related documentation. Wherever this chapter makes a reference to "software", this shall also include websites.
- 25. Development of software**
- 25.1 If specifications or a design of the software to be developed have not already been given to LIC at the time of concluding the agreement, the parties shall, in mutual consultation, specify in writing which software shall be developed and in what manner this shall take place. LIC shall carry out the development of the software with care based on the data provided by the Customer, with the latter guaranteeing the accuracy, completeness and consistency of the same. In case the parties have agreed on the use of a development method in which the design and/or development of parts of the software is subject to a further prioritisation that shall be determined during the performance of the agreement, such prioritisation shall always be established through consultation between the parties.
- 25.2 LIC is entitled, but not obliged, to investigate the correctness, completeness or consistency of the data, specifications or designs made available to it and, if any imperfections are found, to suspend the agreed work until the Customer has removed the concerned imperfections.
- 25.3 Without prejudice to the provisions of Clause 7, the Customer shall only acquire the right to use the software in its own company or organisation. Only if and insofar as expressly agreed upon in writing, the source code of the software and the technical documentation created during the development of the software may be made available to the Customer, in which case the Customer shall be entitled to make changes to this software. If LIC is obliged by law to place the source code and/or technical documentation at the Customer's disposal, LIC may demand reasonable compensation for the same.
- 26. Delivery, installation and acceptance**
- 26.1 LIC shall, to the extent possible, deliver the software to be developed to the Customer and install the same in accordance with the specifications laid down in writing, but only if it was agreed in writing that the installation would be carried out by LIC. In the absence of explicit agreements in this respect, the Customer shall install, set up, parameterise and tune the software itself, and if necessary, adjust the equipment and user environment used. Unless explicitly agreed otherwise, LIC is not obliged to perform data conversion.
- 26.2 If an acceptance test has been agreed upon, the test period shall be fourteen days after delivery or, if an installation to be performed by LIC has been agreed upon in writing, after the completion of the installation. During the test period, the Customer shall not be permitted to use the software for productive or operational purposes. LIC can always demand - in other words, even if this has not been explicitly agreed - that the Customer conducts a proper test of sufficient scope and depth on (intermediate) results of the development work, with the help of sufficiently qualified personnel. The test results shall be reported to LIC in writing, clearly and comprehensibly.
- 26.3 If during the performance of the agreed acceptance test, it becomes apparent that the software contains errors that impede the progress of the acceptance test, the Customer shall inform LIC in writing, in detail, in which case the test period shall be interrupted until the software is adapted so as to remove this impediment
- 26.4 If during the performance of the agreed acceptance test, it is found that the software contains errors within the meaning of Clause 7.6, the Customer shall inform LIC about the errors no later than the last day of the test period by means of a written and detailed test report. LIC shall do its utmost to rectify the aforementioned errors to the best of its ability within a reasonable period of time, whereby LIC shall have the right to implement temporary solutions, program bypasses or problem-avoiding restrictions in the software.
- 26.5 Acceptance of the software may not be withheld on any grounds other than those related to the specifications explicitly agreed upon between the parties, or on the grounds of the presence of small errors, being errors that do not reasonably prevent the operational or productive use of the software, without prejudice to LIC's obligation to rectify these small errors under the terms of guarantee contained in Clause 30, if applicable. Acceptance may furthermore not be withheld with regard to aspects of the software that can only be evaluated subjectively, such as the design of user interfaces.
- 26.6 The software shall be deemed to have been accepted between the parties:
- if the parties have not agreed upon an acceptance test: if at the time of delivery or, if it has been agreed in writing that the installation is to be carried out by LIC, upon completion of the installation, or
 - if an acceptance test has been agreed upon between the parties: on the first day after the test period, or if
 - LIC receives a test report as referred to in Clause 26.4 before the end of the test period: at the time that the errors within the meaning of clause 7.6 mentioned in the aforesaid test report are remedied, without prejudice to the presence of imperfections that do not stand in the way of acceptance in accordance with Clause 26.5. In deviation from

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- this, if the Customer makes any use of the software for productive or operational purposes before express acceptance, the software shall be deemed to have been fully accepted from the start of such use.
- 26.7 If the software is delivered and tested in phases and/or parts, non-acceptance of a particular phase and/or part shall not affect possible acceptance of an earlier phase and/or another part.
- 26.8 Acceptance of the software in one of the ways referred to in Clause 26.6 shall result in LIC being fully discharged for the fulfilment of its obligations relating to the development and provision of the software and, if, wherever applicable, installation by LIC has also been agreed upon, its obligations relating to the installation of the software. Acceptance of the software shall not affect the rights of the Customer by virtue of Clause 26.5 relating to minor defects and Clause 30 relating to the terms of guarantee.
- 26.9 In the absence of an explicitly agreed invoicing schedule, all amounts pertaining to the development of the software shall be due at the time of delivery of the software or, if it has been agreed in writing that LIC shall also perform the installation, at the time of completing the installation.

USE AND MAINTENANCE OF SOFTWARE

27. General

- 27.1 The provisions contained in the chapter "Use and Maintenance of Software" shall apply to all software provided by LIC, in addition to the General Provisions of these General Terms and Conditions. The rights and obligations referred to in this chapter only relate to computer software in a form that is readable by a data processing machine, and recorded on material that is readable by such a machine, as well as to the corresponding documentation, all of the above including possible new versions to be provided by LIC. Wherever this chapter makes a reference to "software", this shall also include websites.

28. Right to use

- 28.1 Without prejudice to the provisions of Clause 7, LIC grants the Customer the non-exclusive right to use the software. The Customer shall at all times strictly comply with the restrictions on use agreed upon between the parties. Without prejudice to the other provisions of these general terms and conditions, the Customer's right of use shall exclusively comprise the right to load and run the software.
- 28.2 The Customer may only use the software in its own company or organisation on the one processing unit and for a specific number or type of users or terminals for which the right of use has been granted. Unless otherwise agreed, the Customer's processing unit on which the software is used for the first time, and the number of terminals connected to that processing unit at the time of first use shall be considered the processing unit and number of terminals for which the right of use has been granted. In the event of the aforementioned processing unit malfunctioning, the software can be used for the duration of the malfunction on a different processing unit. The right of use can cover several processing units, in which case that shall be expressly stipulated in the agreement.
- 28.3 The user licence is not transferable. The Customer is not permitted to sell, rent out, sub-license or otherwise alienate the software and data carriers on which the software is recorded or to grant limited rights to the software or to make it available to any third party in any manner or for any purpose whatsoever, grant a third party remote or non-remote access to the software or place the software with a third party for hosting, even if the third party in question uses the software exclusively for the benefit of the Customer. The Customer shall not modify the software except in connection with fixing errors. The Customer shall not use the software to process data for third parties ('time-sharing'). The source code of the software and the technical documentation produced during the development of the software shall not be made available to the Customer, even if the Customer is prepared to pay financial compensation for making the same available. The Customer acknowledges that the source code is confidential in nature and that it contains trade secrets of LIC.
- 28.4 Immediately after the right to use the software comes to an end, the Customer shall return all copies of the software in its possession to LIC. If the parties have agreed that the Customer shall destroy the copies in question at the end of the right of use, the Customer shall immediately notify LIC in writing of such destruction.

29. Delivery, installation and acceptance

- 29.1 LIC shall deliver the software to the Customer on the agreed type and format of data carriers and, if it has been agreed in writing that LIC shall install the software, at the Customer's location. In the absence of explicit agreements in this respect, the Customer shall install, set up, parameterise and tune the software itself, and if necessary, adjust the equipment and user environment used. Unless explicitly agreed otherwise, LIC is not obliged to perform data conversion.
- 29.2 If an acceptance test has been agreed upon in writing between the parties, the provisions of Clauses 26.2 to 26.7 shall apply accordingly. If no acceptance test has been agreed upon, between the parties, the Customer accepts the software in the condition it is in at the time of delivery - in other words, with all visible and invisible errors and other defects, without prejudice to the obligations of LIC pursuant to the terms of guarantee contained in Clause 30. The provisions of Clause 26.8 shall apply in full in all cases.
- 29.3 In the absence of an explicitly agreed invoicing schedule, all amounts that are related to the provision of software and the right to use the software shall be due at the time of the delivery of the software or, if it has been agreed in writing that LIC shall also perform the installation, after the completion of the installation.

30. Guarantee

- 30.1 LIC shall, to the best of its ability, endeavour to rectify errors in the software within the meaning of Clause 7.6 within a reasonable period of time if such errors are reported in writing, with a detailed description thereof, to LIC within a period of three months after delivery, or, if an acceptance test has been agreed upon between the parties, within three months after acceptance. LIC does not guarantee that the software shall work without interruption, errors or other defects or that all errors and other defects shall be rectified. The rectification shall be carried out free of charge, unless the software has been developed on the instructions of the Customer other than for a fixed price, in which case LIC shall charge the costs of repair according to its usual rates. LIC may charge the costs of repair according to its usual rates in case of user errors or improper use by the Customer, or other causes not attributable to LIC, or if the errors could have been identified while conducting the agreed acceptance test. Restoration of corrupted or lost data is not covered under the guarantee. The guarantee obligation expires if the Customer makes changes or has changes made to the software without the written permission of LIC, which permission shall not be withheld on unreasonable grounds.
- 30.2 Errors shall be rectified at a location to be determined by LIC. LIC shall have the right to install temporary solutions or program bypasses or problem-avoiding restrictions in the software.
- 30.3 LIC is not bound to rectify errors reported after the expiry of the guarantee period referred to in Clause 30.1, unless the parties have concluded a maintenance agreement which includes a duty to rectify the same.

31. Maintenance

- 31.1 If a maintenance agreement has been concluded for the software or if the user fee of the software includes maintenance, the Customer shall provide LIC with a detailed report of any errors found in the software, in accordance with LIC's usual procedures. After receiving the report, LIC shall do its best to rectify errors within the meaning of Clause 7.6 and/or to make improvements in later new versions of the software. Depending on the urgency, the results shall be provided to the Customer in the manner and within the time frame to be determined by LIC. LIC shall have the right to make temporary solutions or "program bypasses" or problem-avoiding restrictions in the software. In the absence of explicit agreements in this respect, the Customer shall install, arrange, parameterise and tune the corrected software or the new version provided, and if necessary, shall adjust the equipment and user environment used. Unless explicitly agreed otherwise, LIC is not obliged to perform data conversion.
- 31.2 that the software shall operate, without interruption, errors or other defects or that all errors or other defects shall be corrected.
- 31.3 LIC may charge the costs of rectification according to its usual rates in case of user errors or improper use or other causes not attributable to LIC, or if the software has

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- been modified by others than LIC. Maintenance shall not include restoration of corrupted or lost data.
- 31.4 In case a maintenance agreement has been concluded, LIC shall provide the Customer with improved versions of the software when these become available. Three months after an improved version has been made available, LIC shall no longer be obliged to rectify possible errors in the old version and to provide support with regard to an old version. In order to provide a version with new options and functions, LIC may require the Customer to conclude a new agreement with LIC, and to pay a fresh fee for making the version available.
- 31.5 If the Customer has not concluded a maintenance agreement with LIC at the time of concluding the agreement to provide the software, LIC cannot be bound to conclude a maintenance agreement at a later time.
- 31.6 In the absence of an explicitly agreed invoicing schedule, all amounts relating to software maintenance shall be payable before the start of the maintenance period.
- 32. Software from suppliers**
- 32.1 If and insofar as LIC provides third-party software to the Customer, the conditions of such third parties shall apply to such software, provided that LIC notifies the Customer in writing, replacing the provisions contained in these conditions. The Customer accepts the aforementioned conditions of third parties. These conditions shall be available for inspection by the Customer at LIC, and LIC shall send these conditions to the Customer free of charge at the latter's request. If and insofar as the said third party conditions are deemed not applicable or declared inapplicable in the relationship between the Customer and LIC for any reason whatsoever, the provisions of these general conditions shall apply in full.

SALE OF EQUIPMENT

- 33. General**
- 33.1 The provisions laid down in this chapter "Sale of Equipment" shall apply in addition to the General Provisions of these General Terms and Conditions, in case LIC sells equipment to the Customer. Insofar as the purport of the following provisions does not prevent the same, the term 'equipment' shall also include separate parts of equipment.
- 34. Selection of equipment, delivery and risk**
- 34.1 The Customer shall bear the risk of the selection of the equipment purchased. LIC does not guarantee that the equipment shall be suitable for the use intended by the Customer, unless the written purchase agreement between the parties clearly and unreservedly specifies the purposes of use thereof.
- 34.2 The equipment sold by LIC to the Customer shall be delivered to the Customer at LIC's warehouse. LIC shall only deliver the equipment sold to the Customer or have it delivered to a place to be designated by the Customer, if this has been agreed in writing. LIC shall inform the Customer, if possible, well in time before delivery, of the time when LIC or the carrier engaged intends to deliver the equipment. The delivery times specified by LIC shall always be indicative.
- 34.3 Equipment shall be delivered at the agreed place for the agreed purchase price. Unless explicitly agreed otherwise, the purchase price of the equipment shall not include the costs of transport, insurance, rigging and hoisting, hiring of temporary facilities, etc.
- 34.4 The risk of loss and theft of and damage to the equipment shall pass to the Customer on delivery to the Customer. If a carrier is engaged to make the delivery, whether or not at the request or on the instructions of the Customer, the risk of loss and theft of and damage to the equipment shall already have passed to the Customer as soon as the equipment was handed over to the carrier.
- 34.5 LIC shall package the equipment in accordance with the standards that it generally applies. In case the Customer requires a special packaging method, the additional costs involved shall be at the Customer's expense. The Customer shall comply with applicable government regulations when handling the packaging that is released from the products delivered by LIC. The Customer shall indemnify LIC against claims by third parties for non-compliance with such regulations.
- 35. Environmental requirements and installation**
- 35.1 The Customer shall ensure an environment which

- meets the requirements for the equipment as specified by LIC, wherever applicable (e.g. with regard to temperature, air humidity, technical environment requirements, etc.).
- 35.2 If the parties have expressly agreed in writing, LIC shall install the equipment or have it installed. Any obligation to install equipment by LIC shall not include the obligation to install software or to perform data conversion.
- 35.3 If LIC has undertaken to install the equipment, the Customer shall provide a suitable installation location with all the necessary facilities, such as cabling and telecommunications facilities, prior to delivery of the equipment, and shall follow all instructions of LIC required for the installation.
- 35.4 The Customer shall grant LIC access to the installation site for the performance of the necessary work during LIC's normal working days and hours.
- 36. Guarantee**
- 36.1 LIC shall apply its best efforts to repair any material or manufacturing defects in the equipment, as well as in parts delivered by LIC in connection with the guarantee or maintenance, within a reasonable period of time and free of charge, provided these are reported, together with a detailed description, to LIC within a period of three months after delivery. If in the reasonable opinion of LIC, repair is not possible, repair shall take too long or if repair costs are disproportionately high, LIC shall have the right to replace the equipment free of charge with other, equivalent but not necessarily identical, equipment. The guarantee shall not cover data conversion required due to repair or replacement. All replaced parts shall become the property of LIC. The guarantee obligation shall cease to apply if material or manufacturing defects are the result, in whole or in part, of improper, careless or incompetent use, external causes such as fire or water damage, or if without the consent of LIC, the Customer makes, or causes to be made, any changes in the equipment or in the parts supplied by LIC in connection with the guarantee or maintenance. LIC shall not withhold such permission on unreasonable grounds.
- 36.2 Work and costs of repair outside the scope of this guarantee shall be charged by LIC in accordance with its usual rates.
- 36.3 LIC is not under any obligation to repair faults reported after the expiry of the guarantee period referred to in Clause 36.1, unless a maintenance agreement has been concluded between the parties which includes such a duty to repair.

37. Supplier's Equipment

- 37.1 If and insofar as LIC delivers equipment from third parties to the Customer, the conditions of those third parties shall apply in relation to that equipment, provided that LIC has notified the Customer in writing, replacing those provisions in the present conditions that differ from the conditions of such third parties. The Customer accepts the aforementioned conditions of third parties. These terms and conditions shall be available for inspection by the Customer at LIC, and LIC shall send these to the Customer free of charge at its request. If and insofar as the said third party conditions are deemed not applicable or declared inapplicable in the relationship between the Customer and LIC for any reason whatsoever, the provisions of these general conditions shall apply in full.

MAINTENANCE OF EQUIPMENT

- 38. General**
- 38.1 The provisions laid down in this chapter "Maintenance of Equipment" shall apply in addition to the General Provisions of these General Terms and Conditions, if LIC and the Customer have concluded an agreement for maintenance of equipment.
- 39. Duration of the maintenance obligation**
- 39.1 The agreement for maintenance of equipment shall be concluded for the duration agreed upon between the parties.
- 39.2 The duration of the agreement shall be tacitly renewed by the original period each time, unless the Customer or LIC terminates the agreement in writing with due observance of a termination notice period of three months before the end of the period concerned.
- 40. Maintenance**
- 40.1 The content and scope of the maintenance services to be provided by LIC and associated service levels if any, shall be laid down in a written agreement between the parties. In the absence of the same, LIC shall be bound to make efforts to the

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best of its ability to remedy malfunctions duly reported to LIC by the Customer within a reasonable period of time. In the present chapter, "malfunction" shall be understood to mean the failure to meet the equipment specifications expressly made known in writing by LIC, or the failure to do so without interruption. A malfunction only exists if the Customer can demonstrate it and it can be reproduced.

40.2 Maintenance shall be carried out during working days and working hours applicable at LIC.

40.3 LIC reserves the right, among other things, to suspend its maintenance obligations during periods in which there are circumstances at the installation location of the equipment that, in LIC's opinion, expose LIC's employees to health or safety risks.

40.4 LIC shall ensure that its expertise regarding the equipment is kept up to date. LIC shall register all relevant data concerning the work carried out on the equipment and record it in its administration. LIC shall give the Customer access to the recorded data on first request.

40.5 Parts shall be replaced if in the opinion of LIC this is necessary to repair or prevent malfunctions. The replaced parts shall become or shall remain the property of LIC.

- the replacement costs of parts as well as maintenance services for the repair of malfunctions that have been caused in whole or in part by attempts to repair by others than LIC;
- work for partial or total overhaul of the equipment;
- modifications to equipment;
- relocation, removal, reinstallation of equipment or work as a result thereof.

41. Maintenance and terms of use

41.1 Immediately after a malfunction occurs in the equipment, the Customer shall notify LIC by means of a detailed description of the malfunction drawn up by an employee of the Customer who is knowledgeable concerning the matter. The Customer is obliged to grant the personnel of LIC or third parties designated by LIC access to the location of the equipment, to provide all other necessary cooperation and to put the equipment at the disposal of LIC for the purpose of maintenance activities.

41.2 At the request of LIC, an employee of the Customer who is knowledgeable concerning the matter shall be present during the maintenance work for consultation purposes. The Customer shall be entitled to be present during all work to be performed for the Customer.

41.3 The Customer is authorised to connect equipment and systems not supplied by LIC to the equipment sold to the Customer, and furthermore, to install software not supplied by LIC on it. The costs of investigating and remedying malfunctions resulting from connecting equipment not supplied by LIC or installing software not supplied by LIC shall be borne by the Customer.

41.4 If, in LIC's opinion, maintenance of the equipment requires that the connections of the equipment with other systems or equipment be tested, the Customer shall place these other systems or equipment as well as the relevant test procedures and data carriers at LIC's disposal.

41.5 Test material necessary for maintenance work which is not part of LIC's normal equipment shall be provided by the Customer.

41.6 The Customer shall provide the technical, spatial and telecommunication facilities that may be necessary for the functioning of the equipment. Maintenance shall expressly not extend to the aforementioned facilities and connections.

41.7 The Customer shall bear the risk of loss, theft or damage of the equipment during the period that LIC has it in its custody for maintenance work. The Customer shall be responsible for insuring this risk. Before offering the equipment to LIC for maintenance, the Customer shall ensure that a proper and complete back-up copy has been made of all software and data recorded in the equipment.

41.8 LIC does not accept any maintenance obligations for equipment that has not been produced in The Netherlands, unless explicitly agreed otherwise in writing.

41.9 In the absence of an agreed invoicing schedule, all amounts relating to maintenance of equipment shall be payable at the start of the maintenance period.

42. Exclusions

42.1 Work in connection with the investigation or repair of malfunctions that are the result of injudicious use of the equipment or external causes, such as defects in communication lines or in voltage supply, or connections with and/or the use of equipment, software or materials that are not covered by the agreement, shall not be part of the obligations of LIC by virtue of the agreement and shall be charged separately to the Customer at the usual rates.

The maintenance price does not include:

- the replacement of consumables such as, among others, magnetic storage media, and ink ribbons;