



Cyclomedia Technology B.V. ('Cyclomedia') is registered in the Trade Register of the Chamber of Commerce under number 16063843.

A. GENERAL PART

1. Scope of Application

1.1 These General Terms and Conditions apply to all quotations, Agreements and any obligations arising thereunder relating to the Delivery of Products, rights of use and/or Services provided by Cyclomedia to or for the benefit of the Customer and the development of Software. Special Terms and Conditions relating to the use of Image Material and Information Products are included in Part B; Special Terms and Conditions for Software or the development of Software are included in Part C; Special Terms and Conditions relating to Maintenance are included in Part D; Special Terms and Conditions relating to SaaS (Software as a Service) Services are included in Part E, and Special Terms and Conditions governing Services are included in Part F.

1.2 Every part delivery is governed by the terms and conditions that have been attached thereto.

1.3 If any provisions of the Agreement and/or of Parts B to F are contrary to this General Part, the provisions of the Agreement and/or Parts B to F prevail and the provisions of the Agreement prevail over the provisions of Parts B to F.

1.4 Deviations from these General Terms and Conditions are valid only if they have been agreed upon in writing. Such deviations relate only to the Agreement for which they were introduced.

1.5 General purchase conditions or other general terms and conditions the Customer may use are not applicable to the legal relationship between the Customer and Cyclomedia and are hereby expressly rejected.

2. Definitions

2.1 Unless the context indicates otherwise, the following terms are defined as stated below:

Agreement

The Agreement between Cyclomedia and the Customer which sets out their mutual rights and obligations relating to the Software to be provided or the Services and/or Products to be delivered by Cyclomedia to the Customer.

Customer

Cyclomedia's counterparty in offers, Agreements and any obligations arising thereunder.

Data Processing Agreement

an agreement between a controller and a processor setting out the processing of personal data by a processor.

Delivery

The actual transfer of possession of goods (including but not limited to Hardware, Software, Products) and/or (the results of) Services, or the results thereof, by Cyclomedia to the Customer or to a third party designated by the Customer.

Documentation

Technical and functional descriptions and user manuals in any form whatsoever.

Hardware

The hardware specified in the Agreement or in the associated documentation on which, or in conjunction with which, the Software is to be implemented by Cyclomedia and has to function or on which the Services or the Products have to be delivered by Cyclomedia.

Installation

Putting Software into the Hardware in the agreed manner such that the Software works according to the agreed specifications, Documentation, warranties and representations.

Materials

The auxiliary materials, such as supplies, interfaces, compilers etc, needed for the use, Installation and any changes to the Software.

Products

All content delivered by Cyclomedia including but not limited to Cycloramas, Aquaramas and Aerial Photographs.

Results

The results of the Services.

Services

All services to be provided by Cyclomedia, including but not limited to the development, the making available and/or maintenance of Software, documentation, descriptions and manuals, content, data files, the organization of training courses and consultancy services, as well as special projects.

Software

The computer software to be provided by Cyclomedia to the Customer, including scripts and data sets, including but not limited to standard data layers, as well as Documentation.

Staff

Employees made available by Cyclomedia or independent contractors engaged by Cyclomedia.

User

The duly authorized user of Services under the Agreement, who is employed by the Customer or has been authorized by the Customer within the Customer's organization on any other basis.

User Device

The device to gain access to the System and/or make use of the Software by User, included but not limited to personal computers, smart phones and tablets.

3. Quotations

3.1 All quotations by Cyclomedia are partly based on the data, materials and documents provided by or on behalf of the Customer and Cyclomedia is entitled to rely on the accuracy and completeness of these data, materials and documents.

3.2 Unless these expressly state so, quotations by Cyclomedia do not constitute a binding offer; Cyclomedia may still revoke them immediately after the counterparty's acceptance thereof.

3.3 Without prejudice to the provision of paragraph 2 of this article, the quotations by Cyclomedia are valid for a period of 30 days, unless expressly stated otherwise in the quotation.

4. Formation of Agreements

4.1 If any acceptance of an offer made by Cyclomedia varies from the terms of the original offer, Cyclomedia considers this acceptance an invitation to treat. If it accepts these different terms, Cyclomedia submits a new offer, to which paragraphs 3.1 and 3.2 are applicable.

4.2 Unless Cyclomedia revokes its offer, an Agreement is formed as a result of the Customer's acceptance of the offer made by Cyclomedia. The contents of the Agreement are laid down in a document to be signed by both parties.

4.3 The Customer is bound by the Agreement after placing an order with Cyclomedia or accepting a quotation submitted by Cyclomedia. In derogation of Article 225(2) of Book 6 of the Dutch Civil Code, an acceptance by the Customer that varies from a quotation only on points of minor importance does not bind Cyclomedia; in that case, an Agreement is formed subject to the terms and conditions of the quotation, unless the Customer objects to the foregoing in writing within eight (8) days of Cyclomedia's written confirmation, as referred to in paragraph 1 above.

4.4 Cyclomedia is not bound by the contents of leaflets, printed matter, information on its website or any other website or any other communications, unless the Agreement concluded between the parties includes an express reference to this effect.

5. Suspension and Termination of Agreements

5.1 If the Customer fails to fulfil any obligation under these General Terms and Conditions or under any Agreement concluded with Cyclomedia, Cyclomedia is entitled, without prejudice to its other rights hereunder, to suspend the performance of its obligations until the Customer performs all of its obligations.

5.2 If the parties enter into an Agreement of unspecified duration which, by its nature and content, is not terminated by completion of the purpose thereof, either party may give written notice to terminate the Agreement after proper consultation, accompanied by a statement of the reasons therefor. If the parties have not agreed on any express notice period in the Agreement, they shall observe a reasonable notice period of at least six (6) months.

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5.3 Obligations that, by their nature, are designed to survive termination continue to apply after the termination of the Agreement.

5.4 At the latest within one (1) year after expiry of the Agreement concerning the provision of Products on which the Customer has a perpetual license, the Customer can request Cyclomedia to submit an offer for the provision of a copy of these Products, in which Cyclomedia will at least indicate:

- how a copy of the Products can be delivered;
- the reasonable costs of making and providing the copy;
- the date on which the copy will reasonably be made available.

The provisions in these General Terms and Conditions are applicable without prejudice to the provisions in this article.

5.5 Without prejudice to the other provisions of this Agreement or any associated documentation, the following parties are entitled to rescind the Agreement with immediate effect by registered letter, without any notice of default or recourse to the court being required:

- either party, if and as soon as the other party has been granted a provisional or final suspension of payments by any court and the provisional or final suspension of payments period has lasted longer than six months;
- either party, if and as soon as the other party is declared bankrupt;
- either party, if and as soon as the business of the other party is liquidated or discontinued or if a substantial part thereof is disposed of;
- either party, if and as soon as the assets or a substantial proportion of the assets of the other party are attached before or after judgment and if this attachment prevents the proper performance of the Agreement; or
- either party, if and as soon as the other party is no longer able or willing to perform its obligations arising under the Agreement; or
- Cyclomedia, if the Customer defaults in any payment obligations or fails to perform any other obligation under the Agreement or fails to perform any such obligation in good time, after having received a notice of default in which a reasonable term for performance of the obligation(s) has been provided (unless performance of the obligations(s) has become permanently impossible). The Customer is however in default without notice on the basis of articles 24.7 and 52.2.

6. Additional Work

6.1 Additional work means any work carried out for the purpose of performing an Agreement concluded with a Customer that is beyond the scope of work initially agreed upon in the Agreement.

6.2 An Agreement for additional work is concluded at the request of the Customer. Cyclomedia is not bound by it until it has sent a written confirmation of the order placed with it to the Customer, in accordance with the provisions of Article 4.

7. Prices and Invoicing

7.1 Unless expressly stated otherwise in writing, all prices quoted by Cyclomedia are based on delivery from the office of Cyclomedia, excluding VAT and other taxes, charges and levies, transport costs and insurance costs and excluding installation, cables, consumables, transport and installation costs and operating system, database and other software licences needed to use the Products and Services delivered.

7.2 If, in executing the Agreement, Cyclomedia is required through any cause to use products and/or materials other than the Products and/or Materials agreed upon, any additional costs that may be charged must be fully borne by the Customer.

7.3 Cyclomedia has the right to index its quoted prices during the course of the Agreement, for the first time on 1 January following the year in which the Agreement has been concluded, in accordance with the index figure of contractual labour costs per month related to private companies (*Indexcijfer van de contractuele loonkosten per maand cao-sector particuliere bedrijven*), as determined by CBS (*Centraal Bureau voor de Statistiek*) in The Hague.

7.4 The Customer acknowledges that changes in (the interpretation of) legislation and regulations may require Cyclomedia to introduce price changes. The Customer shall accept reasonable price changes on the condition that Cyclomedia demonstrates that the price change is reasonable in the light of the changing (interpretation of) legislation and regulations.

8. Payments

8.1 Payments are due within 14 days of the invoice date, unless expressly agreed otherwise in writing in the Agreement.

8.2 Payments must be made without setoff or suspension and within the periods stipulated, failing which the Customer is in default by operation of law, therefore without any further notice of default being required, and will owe interest to Cyclomedia at a rate of 0.75% per calendar month, a part of a month being treated as a full month for the purpose of calculating interest.

8.3 The judicial and extrajudicial costs incurred for the purpose of collecting all amounts owed to Cyclomedia must be borne by the Customer. The extrajudicial collection costs amount to 15% of the principal, subject to a minimum of €1,500.

8.4 Payments are first deducted from the aforementioned costs and interest and then from the oldest invoice.

8.5 Any claim for the payment of amounts owed to Cyclomedia is immediately due and payable by operation of law as soon as any of the following situations occur: (i) if the Customer is declared bankrupt, (ii) if the Customer applies for a suspension of payments order, (iii) if an application for placement under curatorship is filed, (iv) if the Customer's assets or any part thereof are attached, (v) the Customer's assets or any part thereof are put under administration or (vi) the Customer loses the power to manage and/or dispose of all or a proportion of such assets for some other reason, and in addition, (vii) if the Customer – if it is a general partnership or a private limited company – is in the process of liquidation or is being dissolved.

8.6 Before or during the execution of the Agreement, Cyclomedia is entitled, if it has good reason to fear that the Customer is unable to perform the relevant payment obligations towards it or to perform them in good time, to suspend the performance of its obligations until the Customer has provided sufficient security in respect thereof on request. If the Customer fails to provide such security, Cyclomedia is entitled to rescind the Agreement. The Customer must compensate Cyclomedia for all damage or loss arising from this suspension and/or rescission.

8.7 Any claim for setoff by the Customer is excluded, unless the setoff claim concerns a claim against Cyclomedia that the latter has unconditionally recognised.

9. Execution of the Agreement

9.1 All Products and Services to be supplied by Cyclomedia are based, in part, on the information, materials and documents provided by the Customer and Cyclomedia is entitled to rely on the foregoing information being accurate and complete. Cyclomedia is therefore not required to compensate any damage or loss and/or costs suffered as a result of any inaccuracy and/or incompleteness of the information provided for this purpose.

9.2 If it considers this necessary or useful for the proper execution of the Agreement, Cyclomedia is empowered and entitled to engage third parties to execute the Agreement in whole or in part. Cyclomedia remains responsible for the execution of the Agreement.

9.3 Unless expressly agreed otherwise in writing, Cyclomedia has only an obligation of means, not an obligation of result.

9.4 Unless expressly agreed otherwise in writing, Cyclomedia never issues any warranty of fitness for a particular purpose.

9.5 Cyclomedia agrees to execute the Agreement in accordance with the specifications stated in the confirmation of the order.

9.6 If Cyclomedia delivers Products or Services of third parties, the sale and delivery of these Products or Services may also be governed by the general terms and conditions and/or Service Levels of the relevant supplier, which will be sent to the Customer when applicable.

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10. Delivery and Delivery Dates

10.1 The delivery dates specified by Cyclomedia are not fatal deadlines (*fatale termijnen*). If these are not met, the Customer is not entitled to any compensation, unless mandatory statutory provisions dictate otherwise.

10.2 Cyclomedia has the right to deliver an order in its entirety or in parts. In the latter case, the Customer receives a separate invoice for each part delivery. If the Customer fails to pay for any Delivery or part delivery, Cyclomedia is entitled to rescind the Agreement to the extent it has not yet executed it, without any recourse to the courts and any notice of default to the Customer being required, and without prejudice to its right to claim damages and to its right to claim performance rather than rescission.

11. Passage of Risk

11.1 The risk in the goods passes to the Customer at the time of delivery or when the Customer or any third party engaged for this purpose acquires actual control of these goods, if this is earlier than the time of formal delivery.

12. Claims

12.1 All alleged claims of the Customer on the ground of any failures in the performance of any obligations by Cyclomedia or any other defects in the Software, Products and/or Services supplied by the latter must be submitted by registered letter within five (5) business days after the Customer has discovered or could reasonably have discovered such failure or defect, failing which the Customer's rights in this regard lapse. The rights of the Customer in this regard also lapse if the latter, or a third party, has tried to remedy an alleged defect without Cyclomedia's express written permission.

12.2 Claims relating to invoices must be submitted to Cyclomedia by registered letter, accompanied by a statement of reasons, within 10 business days of the invoice date, failing which the rights of the Customer in this regard lapse.

12.3 The claims as referred to in paragraphs 1 and 2 above do not suspend the Customer's payment obligations.

13. Retention of Title

13.1 Cyclomedia retains title to all Hardware, Materials and/or other goods delivered by it until all outstanding debts owed to Cyclomedia by the Customer have been satisfied.

13.2 As long as the Customer has not paid all of the amounts owed in respect of the relevant goods, the Customer is not empowered or entitled to transfer actual control of, dispose of or encumber goods to which Cyclomedia retains title – other than in the ordinary course of the Customer's profession or business.

13.3 As soon as the Customer fails to perform contractual obligations towards Cyclomedia in any way, Cyclomedia is empowered and entitled, without any notice of default being required, to repossess such goods. By accepting these General Terms and Conditions, the Customer authorizes Cyclomedia in advance to enter upon any of the Customer's premises where such goods are located for the foregoing purpose.

14. Intellectual Property Rights

14.1 All intellectual property rights with respect to the Products, Software, Results, websites, data files, Hardware and other Materials developed or made available under the Agreement, such as analyses, Documentation, reports, quotations, and any preparatory material in respect thereof, drafts, sketches, drawings, visual material, designs, data, databases and the like are vested exclusively in Cyclomedia, its licensees or its suppliers. The Customer acquires only the rights of use expressly granted under this Agreement and these Terms and Conditions or by law. Any other or more extensive reproduction rights for the Customer are excluded. Licensing rights vested in the Customer are non-exclusive and cannot be assigned to third parties.

14.2 Cyclomedia warrants that, subject to the provisions of the Agreement and these Terms and Conditions, it is entitled to grant rights of use with respect to the Products, Software, Results, websites, data files, Hardware and other Materials, such as analyses, Documentation, reports, quotations, and any preparatory material in

respect thereof, drafts, sketches, drawings, visual material, designs, data, databases and the like, to be supplied by Cyclomedia.

14.3 In case the Customer generates content using the Cyclomedia Products, Software and/or Services, Cyclomedia obtains the perpetual, non-exclusive license to use the data files, images and Results.

14.4 Cyclomedia agrees to indemnify the Customer against any third-party claims based on the allegation that Software, Results, Products, websites, data files, Hardware or other materials developed by Cyclomedia infringe any intellectual property rights valid in the Netherlands, provided that the Customer immediately notifies Cyclomedia in writing of the existence and contents of such claims and leaves the resolution of the matter, including the negotiation of any out-of-court settlements, entirely with Cyclomedia. For this purpose, the Customer will give such powers of attorney, information and assistance to Cyclomedia as will be necessary to enable it defend these claims, if necessary in the Customer's name.

14.5 The indemnification obligation set out in paragraph 14.4 does not apply if the alleged infringement relates to (i) Materials made available to Cyclomedia by the Customer for the purpose of use, adaptation, processing or incorporation, or (ii) changes made by the Customer, or by a third party on behalf of the Customer, to the Software, Products, Results, websites, data files, Hardware or other materials.

14.6 If it is irrevocably established in law that the Software, Products, websites, data files, Hardware, or other Materials developed by Cyclomedia infringe any intellectual property right of a third party or if Cyclomedia believes that there is a reasonable chance that such infringement may occur, Cyclomedia will ensure, where possible, that the Customer can continue to use the Software, Results, Products, websites, data files, hardware or the relevant other Materials delivered, or functionally similar alternatives thereof, for example, by modifying the infringing parts or by acquiring a right of use for the Customer.

14.7 If, at its sole discretion, Cyclomedia cannot ensure or cannot ensure other than in a manner that is unreasonably burdensome in terms of costs that the Customer can use the deliverables without interference, Cyclomedia shall take back the deliverables, with crediting of the acquisition costs less a reasonable user fee. Cyclomedia will not do so without consulting the Customer.

14.8 Any other or more extensive liability or indemnity obligation of Cyclomedia by reason of any infringement of intellectual property rights of a third party is fully excluded, including liability and indemnity obligations of Cyclomedia for infringements caused by the use of the Software, Results, Products, websites, data files, Hardware and/or Materials that have been delivered (i) in a form not modified by Cyclomedia, (ii) in conjunction with goods or software not delivered or provided by Cyclomedia, or (iii) for purposes other than those for which the Hardware, Software, Results, Products, websites, data files and/or other Materials were developed or intended.

14.9 Cyclomedia is permitted to take technical measures for the purpose of protecting the Software, Products, Results and/or data against unauthorized use. The Customer is not permitted to remove or bypass these security features.

14.10 If the security measures result in the Customer being unable to make a backup copy of the Software, Cyclomedia shall provide the Customer with a backup copy of the Software on request.

14.11 Without Cyclomedia's express permission in writing, the goods, Products, drafts, sketches, drawings, visual material, designs, Results, Software, Materials, data, databases et cetera provided by Cyclomedia may not be reproduced, disclosed or made available to third parties or converted into cash in any way.

14.12 If Cyclomedia uses the Materials, Products, Results, drafts, sketches, drawings, visual material, designs, Software, data, databases et cetera provided by the Customer, the latter shall indemnify Cyclomedia against all claims in connection with any intellectual property rights in respect thereof.

14.13 The Customer is not permitted to modify or remove any designation of Cyclomedia's intellectual property rights or to render it unrecognizable and Cyclomedia may take technical measures for the purpose of protecting its intellectual property rights. If the Customer makes the material available to third parties for the purposes of presentations, publications, web applications or for some other

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purpose, the material must include the following provision in an easy-to-read format: © *Cyclomedia Technology B.V.*

15. Confidentiality

15.1 Both parties shall take every reasonable measure in order to ensure confidentiality relating to all confidential data of which they – or any persons engaged in the execution of the Agreement – become aware.

15.2 Notwithstanding the first paragraph of this article, Cyclomedia is at all times entitled to use all technological knowledge or expertise of a general nature gained in the course of the performance of its obligations under the Agreement for the purposes of its normal business operations.

15.3 Cyclomedia guarantees that its employees and any persons it engages for the purpose of executing the Agreement will comply with Cyclomedia's rules designed to achieve the best possible security of its computer systems/centres.

15.4 If additional provisions and conditions relating to confidentiality and/or security measures are to be agreed upon, these are laid down in the relevant Agreement or in an Annex thereto, or in a Data Processing Agreement in case of processing of personal data.

15.5 Cyclomedia is permitted to inform third parties that the Customer instructed it to execute the work specified in the confirmation of the order. Cyclomedia may do so in all of its communications, subject to the relevant provision of Article 15.1 relating to confidential information. Cyclomedia is permitted to include the Customer in its registration system. This is exclusively intended to provide a better service to the Customer before, during and after the execution of the order. Unless it has informed Cyclomedia to the contrary in writing, the Customer agrees to grant permission to Cyclomedia for sending relevant data, whether in the form of an electronic newsletter or otherwise. The Customer shall make an effort that its staff grants or will grant permission for receiving the relevant information, whether in the form of an electronic newsletter or otherwise.

16. Recruitment of Cyclomedia's Staff

16.1 The Customer agrees not to conclude – either direct or indirect through any of its affiliates – any employment contract or any other agreement with any member of Cyclomedia's Staff who has rendered or still renders services to the Customer in the context of the business relationship between Cyclomedia and the Customer, if under any such contract the relevant Member of Staff undertakes to carry out any work for the Customer without Cyclomedia's involvement, during the term of the Agreement and a period of one (1) year after the Agreement has been terminated. In addition, the Customer is not permitted to contact the relevant Staff directly or indirectly for the purpose of inducing them to conclude an employment contract or any other agreements under which they carry out any work for the Customer without Cyclomedia's involvement.

16.2 If it fails to comply with the provision in article 16.1, the Customer incurs a penalty of €50,000 (fifty thousand euros) for each violation, which is directly payable to Cyclomedia, without any judicial intervention being required and without prejudice to Cyclomedia's right to claim damages.

17. Processing of Personal Data

17.1 Cyclomedia can process personal data on behalf of the Customer outside the regular services as intended in Article 29. In case Cyclomedia processes personal data as processor for the Customer on the basis of the General Data Protection Regulation, the Data Processing Agreement attached to the Agreement shall be applicable to the processing of personal data by Cyclomedia.

17.2 Cyclomedia is entitled to include the personal data concerning the User in Cyclomedia's registration of persons, which is required for its accounting and management tasks and which may be hosted at a third party. Cyclomedia shall comply with the provisions in the General Data Protection Regulation in processing these personal data.

17.3 The stated registration of persons is accessible only to Cyclomedia and is not provided to third parties, except as provided for in Article 17.2, unless Cyclomedia is obliged to do so pursuant to the law or any court decision.

18. Liability

18.1 Unless agreed otherwise in the Agreement, the liability of Cyclomedia is expressly limited to the performance of its warranty obligations, as included in the specific provisions in this regard. Any other grounds for liability for damages do not qualify for compensation.

18.2 If Cyclomedia cannot invoke the provision of paragraph 1 of this Article or cannot invoke it in full, the liability of Cyclomedia is limited to damage or loss suffered as a direct and exclusive result of negligence on the part of Cyclomedia, with the proviso that Cyclomedia's liability is limited to the extent of its insurance coverage or the insurance coverage it reasonably should have had according to the practices in force in the relevant industry, but in this case, too, any loss or damage suffered as a result of lost files or data is expressly excluded.

18.3 Cyclomedia is not liable for any indirect damage or loss (including loss of profits, loss of business opportunities or savings, loss of files or data, and/or loss due to business stagnation) suffered through any cause. If required, the Customer shall take out adequate insurance against the foregoing.

18.4 In addition to the provisions of Article 18.3, Cyclomedia is also not responsible or liable for any inaccuracy, error, incompleteness or other defects with respect to the Products, Software, websites, data files, Hardware and other Materials, such as analyses, Documentation, reports, quotations, as well as any preparatory material in respect thereof, drafts, sketches, drawings, visual material, designs, data, databases et cetera, stemming from third parties.

18.5 Should Cyclomedia be liable for any indirect damage or loss, notwithstanding the liability exclusion of paragraphs 3 and 4 of this article, such liability is in any case limited to the annual Agreement value, in so far as invoiced, that concerns the event causing the damage for which Cyclomedia is liable.

18.6 In the event of a continuing performance Agreement, Cyclomedia's liability will at any rate be limited to the price stipulated (exclusive of VAT) for Cyclomedia's performance in the two-month period prior to the non-performance.

18.7 If Cyclomedia is held liable by third parties for any damage regarding which an obligation rests with the Customer under the Agreement and/or these General Terms and Conditions, the Customer shall fully indemnify Cyclomedia in this matter.

18.8 The liability of Cyclomedia arises only if the Customer immediately and properly serves a notice of default on Cyclomedia, allowing the latter a reasonable period to remedy any failure in the performance (unless performance is permanently impossible), and if Cyclomedia continues to fail in the performance of its obligations after this period. The notice of default must specify the failure in the performance in as detailed a fashion as possible, enabling Cyclomedia to respond to it adequately.

18.9 Any right to compensation is conditional upon the Customer notifying Cyclomedia of any damage or loss as soon as possible after it has been sustained.

19. Force Majeure

19.1 If, after the conclusion of the Agreement, circumstances occur or become known of which Cyclomedia was not nor should have been aware when the Agreement was concluded, as a result of which Cyclomedia cannot perform its obligations towards the Customer or cannot perform these in a timely fashion, Cyclomedia shall not be in imputable default and it is then entitled to suspend its obligations.

19.2 If, as a result of these circumstances, performance by Cyclomedia is rendered permanently impossible, it has the right to demand that the Agreement should be amended in a such way as to enable it to perform the Agreement, unless the Customer cannot reasonably be expected to agree to the foregoing in the given circumstances and rescission of the Agreement is justified. In the latter case, the Agreement is rescinded without the Customer being entitled to claim any right to compensation.

19.3 The aforementioned circumstances include any circumstances independent of the will of Cyclomedia that prevent the performance of the Agreement either permanently or temporarily as well as – to the extent not included in the foregoing – war, the risk of war, riots, strikes, acts of God, accidents, government measures, failures or delays affecting the delivery of Cyclomedia's goods

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(including problems concerning fuels, energy and water), transport difficulties, fire and interruptions in the business operations of Cyclomedia.

20. Partial Nullity

20.1 If any provision of these General Terms and Conditions or any provision from the Agreement between Cyclomedia and a Customer is found to be void or is annulled, the other provisions of these Terms and Conditions or the Agreement remain in full force. In that case, the parties are required to replace the void or annulled provision by consultation, taking account of the purpose of the void or annulled provision to the maximum extent possible.

21. Miscellaneous Provisions

21.1 The Agreement number mentioned on the first page of the Agreement must be stated on all notices and communications relating to the Agreement. Notices and communications intended for the counterparty must be sent to the address stated in the Agreement or another address given by the counterparty. Communications are delivered by hand, sent by e-mail with a read receipt or registered letter and are deemed to have been received: (a) if delivered by hand, at the time of delivery, (b) if sent by post within the Netherlands, three business days after the date of dispatch, and (c) eight business days in other cases. An e-mail is deemed to have been received following an electronic receipt confirmation thereof.

21.2 The parties may not assign their rights and obligations arising under the Agreement without the other party's prior written permission. Cyclomedia is entitled, however, to engage third parties for the purpose of carrying out parts of its work without the Customer's permission. The pledging of accounts receivable resulting from the Agreement is permitted without previous consent.

21.3 The Agreement replaces all earlier agreements, quotations, proposals and activities between the parties relating to the subject of the Agreement and contains the entire agreement between the parties.

21.4 Additions or amendments to this Agreement are valid only if they have been agreed in writing. Cyclomedia has the right to amend these General Terms and Conditions. If the Customer is of the opinion that the amendment is a substantial deterioration of the General Terms and Conditions, the Customer has the right to terminate the Agreement by taking into account a notice period of six (6) months.

21.5 If any circumstances arise which could not have been foreseen at the time of the conclusion of the Agreement and which have a substantial impact on the performance of the Agreement, the parties shall consult each other for the purpose of seeking a reasonable and fair solution, taking account of the interests of both parties under the Agreement.

21.6 The Customer recognises that, if applicable, the Results to be supplied by Cyclomedia can be delivered to the Customer only after the relevant export administration regulations of the Netherlands or the export licences required by the United States of America have been obtained. The Customer will provide Cyclomedia, if necessary, with all documents and information, such as import documents and end use certificates, Cyclomedia may need to obtain such licences.

21.7 Irrespective of whether the Customer has informed Cyclomedia that the final destination of the Results is outside the Netherlands, the Customer may not export these Results or any parts thereof from the Netherlands without having obtained the export licences required.

22. Governing Law and Jurisdiction

22.1 All Agreements to which these General Terms and Conditions apply and any disputes arising thereunder are governed by the laws of the Netherlands.

22.2 The United Nations Convention on the International Sale of Goods (CISG) does not apply.

22.3 All disputes between Cyclomedia and the Customer that may arise under an Agreement or any other agreements made pursuant thereto are resolved in accordance with the Arbitration Rules of the Foundation for the Settlement of Automation Disputes [*Stichting Geschillenoplossing Automatisering*], based in The Hague. The Mediation Rules of this foundation are also applicable.

22.4 Nevertheless, in the event of any non-payment or overdue payment of outstanding invoices that are not disputed, the ordinary courts will have jurisdiction. In urgent cases where the parties require immediate relief, the Preliminary Relief Judge of the District Court continues to have jurisdiction.

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B. SPECIAL TERMS AND CONDITIONS GOVERNING THE LICENSING OF IMAGE MATERIAL AND INFORMATION PRODUCTS

These Special Terms and Conditions Governing the Licensing of Image Material and Information Products apply in addition to and, to the extent that these are different, in derogation from the Terms and Conditions included in the General Part A.

23. Definitions

23.1 For the purposes of these Special Terms and Conditions, the following capitalised terms mean:

Aquaramas

any kind of digital spherical 360° photographs made from the water;

Aerials

helicopter photographs in any form;

Image Material

Cycloramas, Aquaramas, Aerials, Aerial photographs and/or 3D images or other static and/or moving images;

Cycloramas

digital spherical 360° photographs in any form;

Aerial Photographs

aerial photographs in any form;

Information Products

Any data generated from Image Material and/or generated from other other datasets or object information and/or change detection data in any form, including but not limited to BAG Smart, 3D data and data with regard to traffic signs, road markings and light poles;

Order

the Customer's written or oral request for a licence for the Image Material.

23.2 Besides a written agreement, only a written order confirmation by Cyclomedia in response to an Order can create an Agreement that is binding on Cyclomedia and the Customer.

23.3 An Order is binding on the Customer and can be accepted by Cyclomedia during two (2) months from the date of receipt of the Order.

24. Grant of Licence and Conditions

24.1 Cyclomedia agrees to grant the Customer a non-exclusive and non-transferable licence to use the Image Material and/or the Information Products only under the following terms and conditions, which licence the Customer accepts.

24.2 The specific purposes for which the Image Material and/or the Information Products are provided to the Customer are laid down in the Agreement. The licence is limited to the Customer's internal use of the Image Material and/or the Information Products for the purposes laid down in this agreement.

24.3 If the Customer intends to use the Image Material and/or the Information Products for purposes other than those agreed upon pursuant to paragraph 2 of this Article, the Customer shall request Cyclomedia in writing for its approval of such intended purposes. Without Cyclomedia's prior permission in writing, the Customer is not permitted to use the Image Material and/or the Information Products for purposes other than those agreed upon in writing.

24.4 In case the Image Material and/or Information Products have been blurred by Cyclomedia, the Customer is entitled to use cut-outs of that Image Material and/or Information Products (disclose or make available to the public including possible Internet publications) under the condition that the Customer explicitly includes Cyclomedia Technology B.V. as source reference in all kinds of use. The Customer is not entitled to disclose the aforementioned Image Material and/or Information Products as full contiguous data sets. In that case, Cyclomedia's prior permission as referred to in article 24.3 is required.

24.5 Without Cyclomedia's prior permission in writing, the Customer is not permitted to make the Image Material and/or the Information Products available to third parties.

24.6 Further, the Customer is not permitted, without Cyclomedia's prior permission in writing:

24.6.1 to change or remove references to Cyclomedia in the Image Material and/or the Information Products;

24.6.2 to disclose the Image Material and/or the Information Products to the public (including all conceivable Internet applications), except for the provisions in article 24.4. In this context, 'disclosure' means showing the Image Material and/or the Information Products in any form to persons not being (1) employees of the Customer whose access to these data is necessary for the purposes specified in the Agreement, and who have been expressly authorized to this end by the Customer, and (2) third parties to whom the Customer has outsourced the processing of the Image Material or any parts thereof, subject to Cyclomedia's permission, and (3) third parties with a justified interest within the meaning of the General Data Protection Regulation in the purposes specified in the Agreement;

24.6.3 to lease out, sublicense, sell, dispose of, pledge or transfer by way of security the Image Material and/or the Information Products or to allow third parties for any reason to use it for any purpose;

24.6.4 to trace metadata from the Image Material and the accompanying Documentation insofar as these metadata are not necessary for the intended use of the Image Material. The tracing of recording locations and the tracing of natural persons whose personal data has been anonymized, is under no circumstances permitted;

24.6.5 to systematically download cut-outs of Image Material and/or Information Products;

24.6.6 to use the Image Material and/or the Information Products for systematic inventory, annotation and/or change detection of (characteristics of) objects and 'points of interest' (hereinafter "Data Analysis") for publication, distribution and/or commercial purposes of any nature whatsoever, including but not limited to renting, leasing, (sub)licensing, issuing, selling, disposing of, pledging, transferring as security or under any title whatsoever and allowing third parties to use (the results of) the Data Analysis for any purpose whatsoever.

24.7 Cyclomedia is entitled to suspend, terminate or cancel the licence with immediate effect – without being liable to pay any compensation – if the Customer fails to perform any conditions set out in this part or if it is reasonable for Cyclomedia to assume that the Customer fails to perform any of these conditions.

24.8 If the Customer allows a third party to use the Image Material, the Information Products and/or the (results of) Data Analysis as intended in article 24.6.6, without proper authorization, the Customer and this third party are jointly and severally liable for the payment of a licence fee with effect from the licence registration date of the Customer, without prejudice to Cyclomedia's right to recover any additional loss that may be suffered as a result thereof from the Customer.

24.9 In the event Cyclomedia reasonably suspects that the customer does not comply with one or more of the terms and conditions in this Article, Cyclomedia is entitled to conduct a license audit with the Customer or have one conducted.

25. Prices

25.1 The Agreement includes a rough estimate of the quantity of Image Material and/or the Information Products to be provided and the prices related thereto. The actual quantity of Image Material to be provided may result in a price adjustment. The Customer is aware of this and Cyclomedia will inform the Customer thereof as fully as possible.

26. Provision of Image Material and/or Information Products

26.1 Cyclomedia shall provide the Image Material and/or the Information Products by means of (i) an access code and corresponding Documentation, (ii) through the installation of the Image Material and/or the Information Products on Hardware, (iii) by providing a data carrier containing the Image Material and/or the Information Products or (iv) by providing a download link.

26.2 Before proceeding with the installation, the Customer shall ensure at his own expense that all conditions relating to successful installation have been satisfied by the Customer.

26.3 The Customer shall (a) keep the access codes provided secret, (b) secure these effectively and (c) immediately inform Cyclomedia that the Customer no longer possesses the access codes or that third parties possess these too, failing which the Customer is liable for any loss or damage that may be suffered by Cyclomedia as a result thereof.

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26.4 All delivery dates with respect to the Image Material and/or the Information Products that may have been specified by Cyclomedia and/or that apply to it have been determined to the best of its ability and will be complied with as much as possible. The dates specified are approximate only and are not strict deadlines, also in view of the importance of weather conditions in the production of the Image Material. Cyclomedia does not accept any liability relating to the failure to meet these dates.

26.5 If the parties have not agreed on an acceptance procedure, the Image Material(s) and/or Information Product(s) shall be deemed accepted upon delivery. If the parties have agreed on an acceptance procedure, the acceptance period shall be five (5) calendar days (unless otherwise agreed) and the Image Material and/or Information Product(s) shall be deemed accepted by the Customer if: a) the Customer notifies Cyclomedia before the end of the acceptance period that the Image Material and/or Information Product(s) have been accepted; b) the Customer uses the Image Material and/or Information Product(s) in its work processes; or c) Cyclomedia has not received a written notification from the Customer within the acceptance period specifically stating the basis on which the Image Material and/or Information Product(s) have not been accepted. If the Customer does not accept the Image Material and/or the Information Products, the Customer and Cyclomedia shall draw up a list of errors that prevent acceptance and Cyclomedia shall correct these errors within a reasonable timeframe. If Cyclomedia has not succeeded in correcting all errors within a reasonable timeframe, the parties shall discuss possible follow-up steps.

26.6 Unless otherwise agreed in writing, Cyclomedia is not required to continue to provide the Image Material and/or the Information Products to the Customer through its data server (for any reason whatsoever) after the termination of the Agreement.

27. Extension and Notice of Termination

27.1 Any Agreement entered into for a period of a year or longer is automatically extended for another calendar year, unless either party gives notice of termination to the other party no later than three (3) months before the last day of a contractual period.

27.2 In case Cyclomedia, because of non-availability of Image Material and/or Information Products, is no longer able to deliver the Image Material and/or the Information Products, either party is entitled to partially terminate the Agreement with regard to the non-available Image Material and/or Information Products.

27.3 Cyclomedia is entitled to give written notice to terminate an Agreement with a term longer than a calendar year, subject to a notice period of three (3) months with effect from the intended annual delivery date of the Image Material.

28. Warranty

28.1 Cyclomedia warrants only that the Image Material and/or the Information Products will satisfy the written specifications at the time of delivery and that Cyclomedia has not included any functionality in the Image Material that may cause any damage to Software or data. Warranties of merchantability and fitness for a specific use or purpose are expressly excluded, as is the warranty that the Image Material and/or the Information Products will be available without any interruptions.

28.2 If Cyclomedia has agreed to render services or advice to the Customer, Cyclomedia warrants that it will do so in a professional and businesslike manner.

28.3 For a period of three (3) months after the date of delivery of the Image Material and/or the Information Products (hereinafter referred to as the 'Warranty Period'), Cyclomedia is required to repair any substantial defects in the Image Material and/or the Information Products to the best of its ability in cases where any of the Image Material fails to satisfy the written specifications, if necessary by replacing the Image Material and/or the Information Products (hereinafter referred to as 'the Repair Work'). Such Repair Work will be free of charge provided that the relevant fees payable have been duly settled. Cyclomedia may charge costs of Repair Work in the event of any wrong use or other causes that cannot be imputed to Cyclomedia. After the Warranty Period Cyclomedia is not required to carry out any free Repair Work unless otherwise expressly agreed upon.

29. Personal Data and Security: Image Material and/or Information Products

29.1 The production, provision or processing of the Image Material and/or the Information Products may involve processing of personal data within the meaning of the General Data Protection Regulation ('GDPR').

29.2 Unless explicitly agreed otherwise between the Parties, the Customer and Cyclomedia are each considered independent controllers within the framework of the services as referred to in Article 29.1. Both the Customer and Cyclomedia shall in that case act in accordance with the GDPR and any further statutory regulations, codes of conduct, privacy regulations and conditions. For the sake of adequate protection of personal data, the Parties undertake to comply with the provisions contained in Articles 29 and 30 of these terms and conditions when Cyclomedia provides personal data to the Customer as referred to in Article 29.1 and insofar as the Customer processes these data.

29.3 Parties shall take the necessary measures to ensure that the Image Material shall only be used or processed for the purpose or purposes for which the Image Material and/or the Information Products were provided.

29.4 Moreover, the Customer shall take measures designed to guarantee that:

29.4.1 the Image Material and/or the Information Products are accessible only by employees and or third parties whose job and scope of activities require access to these data and who have been expressly authorized for this purpose;

29.4.2 all employees and/or third-parties who are authorized to have access to the Image Material and/or the Information Products are properly and fully informed about their obligations regarding the lawful processing of the Image Material and/or the Information Products in accordance with applicable law and these General Conditions, in particular the obligation to only process the Image Material as far as required for the proper execution of the Agreement;

29.4.3 any authorizations granted are modified in a timely fashion where employees take on other duties or leave the business;

29.4.4 any authorizations granted and any changes in respect thereof are evaluated regularly;

29.4.5 accessing, supplying and further use of the Image Material is registered such that any abuse can be identified and ended in a timely fashion.

29.5 Moreover, Cyclomedia shall take measures to guarantee that:

29.5.1 any authorizations granted are modified in a timely fashion where employees take on other duties or leave the business;

29.5.2 any authorizations granted and any changes in respect thereof are evaluated regularly;

29.5.3 accessing, supplying and further use of the Image Material is registered such that any abuse can be identified and ended in a timely fashion.

29.5.4 Image Material and/or the Information Products shall be blurred in accordance with the specifications set by Cyclomedia;

29.5.5 data subjects shall, wherever possible, be informed of the processing of Visual Material and/or the Information Products.

29.6 Each Party shall inform the other Party immediately of all relevant facts and circumstances as soon as the former discovers any unauthorized use of the Image Material related to the performance of the Agreement.

29.7 Cyclomedia shall not keep the Image Material and/or Information Products longer than necessary for the purpose for which the Image Material and/or Information Products was/were collected, unless Cyclomedia has a contractual or statutory obligation to keep the Image Material and/or Information Products for a longer period of time. In that case, Cyclomedia shall implement all necessary measures to safeguard the privacy of data subjects.

29.8 The Customer shall destroy the Image Material and/or the Information Products – to the extent it is available to the Customer – and all copies thereof immediately if:

29.8.1 the Agreement is terminated for whatever reason, unless the Customer has a perpetual right of use;

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29.8.2 the Image Material and/or the Information Products are no longer necessary for the purpose for which these have been provided.

29.9 If the Customer receives a request from a data subject (to provide information, to remove or revise data or to invoke other rights a data subject has under the GDPR) or is contacted in person or in writing by a supervisory authority in relation to the processing of Image Material and/or Information Products, the Customer shall immediately inform Cyclomedia of the same. In that case, Cyclomedia shall be in charge of coordination and settlement, where possible in consultation with the Customer. Cyclomedia shall keep the Customer informed of settlement.

29.10 If the processing of the Image Material and/or the Information Products is wholly or partly outsourced to third parties, the Customer remains fully responsible for the proper processing of the Image Material. The Customer shall agree with said third party at least the obligations of the Customer in this article and shall establish this in a Data Processing Agreement.

29.11 The Customer shall comply with any further requirements set by Cyclomedia for the purpose of implementing the rules and conditions pursuant to paragraph 3 of this article to secure the Image Material and/or the Information Products.

29.12 If the Agreement allows the Customer to provide or otherwise grant access to the Image Material and/or the Information Products to third parties, then the Customer is obliged to impose restrictions and obligations upon such third parties equal to those contained in these General Conditions thus providing an equal level of protection of the Image Material and/or the Information Products.

29.13 To perform the obligations arising from the GDPR, it may be necessary for Cyclomedia and/or the Customer – whether as a result of the request of any data subject or by order of the Data Protection Authority – to replace or remove some of the Image Material and/or the Information Products. In that case, Cyclomedia is not required to pay any compensation to the Customer.

29.14 If and in so far as a party is held liable for (damage ensuing from) the processing of personal data (as referred to in Articles 29 and/or 30) by the other party contrary to the GDPR or other relevant legislation on the protection of personal data, the party to which the damage can be attributed to, shall indemnify the other party for all costs, damage and claims ensuing from third-party claims related to the above. The maximum amount in damages has been set at a sum of EUR 500,000 or the annual Agreement value in so far as invoiced (the lowest amount shall apply)

30. Data Breach Notification

30.1 The Customer shall inform Cyclomedia immediately as soon as the Customer finds out that unauthorized persons possibly have, possibly have had or actually have had access to the Image Material and/or the Information Products. This information shall be as such that Cyclomedia shall be able to fulfill its obligations under article 33 and 34 GDPR.

30.2 The Customer shall then immediately and at the latest within twenty-four (24) hours after finding out about the situation as defined in this article, inform Cyclomedia by e-mail [info@Cyclomedia.com] about all facts and circumstances relevant (with regard to the notification to the Dataprotection Authorities or data subjects as intended in this article), which shall include at least the answers to the following questions:

- has access to the Image Material and/or the Information Products been possible for unauthorized persons or has unauthorized access actually taken place?
- at what time did the access for unauthorized persons start
- is unauthorized access to Image Material and/or Information Products still possible?
- what causes the unauthorized access?
- who can Cyclomedia contact to acquire more information?
- what are the consequences and what has been done – or shall be done – to limit the consequences?

30.3 The Customer shall inform Cyclomedia on an ongoing basis about the progress and recovery of all relevant developments with regard to the unauthorized access as defined in this article and the consequences thereof. The Customer shall undertake all reasonable measures to recover the adverse effects of the

unauthorized access as defined in this article or shall limit these adverse effects for as much as possible.

30.4 The Customer is not allowed to communicate with data subjects and/or the data protection authorities with regard to the unauthorized access as defined in this article other than on the instruction of Cyclomedia or with Cyclomedia's express and implied consent.

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C. SPECIAL TERMS AND CONDITIONS FOR SOFTWARE

These Special Terms and Conditions for Software apply in addition to and, to the extent that these are different, in derogation from the Terms and Conditions included in the General Part A.

31. Right of Use

31.1 An Agreement with Cyclomedia for the use and/or development of Software grants the Customer only the non-exclusive and non-transferrable right to use the Software made available to the Customer in computer readable form (object code) and on the configuration specified in the Agreement, subject to the provisions of the General Terms and Conditions, these Special Terms and Conditions and the Agreement.

31.2 The right of use is granted for usage on a maximum of 3 different User Devices per concurrent user, unless agreed otherwise in writing.

31.3 In the absence of a specification of the configuration for which the right of use has been granted, the configuration on which the Software is first used is considered the configuration for which the right of use has been granted.

31.4 Without prejudice to any other provisions, the right of use includes only the right to load and run the Software.

31.5 Except where mandatory law provides otherwise, the Customer is not permitted to copy (which term includes decompilation) the Software and accompanying Documentation and any confidential information provided by Cyclomedia in whatever form, nor may the Customer communicate the foregoing to the public or transfer or provide the foregoing to third parties or permit third parties to copy or communicate the foregoing to the public.

31.6 Notwithstanding the preceding paragraph, the Customer is permitted to create and possess at least one back-up copy for its own use on the configuration for which the right of use has been granted. This back-up copy must be provided with the same labels and indications as the original copy and/or the original carrier of the Software concerned.

31.7 The Customer is not permitted to trace metadata from the Image Material by using the Software insofar as these metadata are not necessary for the intended use of the Software. The tracing of recording locations is under no circumstances permitted.

31.8 Cyclomedia is permitted to take technical measures to protect the Software against unauthorized use. The Customer is not permitted to remove or bypass such security features. If, as a result of these security measures, the Customer is not able to make a back-up copy of the Software, Cyclomedia shall make a back-up copy of the Software available to the Customer at its request.

31.9 Subject to Cyclomedia's express consent, the right of use cannot be transferred to third parties. The Customer is not permitted to sell, (sub)license, lease out, loan, dispose of or pledge the Software or to make it available to third parties in any other manner.

31.10 The Customer is not entitled to modify or cause to modify the Software other than for the purpose of repairing defects, insofar this is required for its intended use that arises from the nature of the Software.

31.11 If the Customer develops or intends or causes to develop software and requires information for the purpose of achieving interoperability of the software to be developed with the Software, the Customer shall submit a written and detailed request for information to Cyclomedia. Within a reasonable period following such request, Cyclomedia shall inform the Customer about whether and under what conditions (including financial conditions and conditions to be imposed on any third parties to be engaged by the Customer) the Customer may obtain the information requested.

31.12 Cyclomedia is entitled to suspend, terminate or cancel the right of use with immediate effect – without being liable to pay any compensation – if the Customer fails to perform any conditions set out in this article or if it is reasonable for Cyclomedia to assume that the Customer fails to perform any of these conditions.

32. New Releases

32.1 Only if this has been expressly agreed on in writing, shall Cyclomedia make any new releases of the Software available to the Customer under the same terms and conditions as applicable to the original Software.

33. Licence Fee and Prices

33.1 The Customer shall pay Cyclomedia the licence fee(s) as specified in the Agreement for the right of use referred to in Article 31.

34. Acceptance and Claims

34.1 If the Customer believes that the Software provided by Cyclomedia and/or the Installation performed by Cyclomedia do not satisfy the provisions of the Agreement, the Customer shall inform Cyclomedia thereof by registered letter, return receipt requested, within thirty (30) days of the date of Installation and/or Delivery of the relevant Software.

34.2 In the absence of a notification as referred to in the preceding paragraph, the Customer is deemed to have accepted the Installation and/or the Software. The Customer is also deemed to have accepted the Installation and/or Software as soon as the Software is deployed.

34.3 In the event of any claims as referred to in the first paragraph, Cyclomedia is given the opportunity, for a period corresponding with the original delivery period, to replace, repair or modify the Software and/or the Installation in respect of which it has been established that its delivery or its performance was not in accordance with the relevant specifications.

35. Warranty

35.1 For a period of three months after the acceptance of the Software or any part thereof, Cyclomedia shall repair or remedy any defects in the Software to the best of its ability, if the Software does not satisfy the written specifications.

35.2 Cyclomedia does not warrant, however, that the Software will run without interruptions or that all defects can be repaired or remedied.

35.3 This warranty does not cover the recovery of data lost.

35.4 If the Customer itself or if the Customer engages any third party to repair, modify or adjust the Software or any part thereof, any right to warranty lapses.

35.5 Repair work, modifications and/or replacements that are not covered by this warranty are carried out pursuant to another agreement or at actual costs.

35.6 Repair or remedy of defects or improvements in the Software will not result in an extension of the warranty period.

36. Termination

36.1 Upon the termination of the right of use of the Software, the Customer shall return all copies of the Software to Cyclomedia without keeping any of the copies.

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D. SPECIAL TERMS AND CONDITIONS FOR SOFTWARE MAINTENANCE

These Special Terms and Conditions for Software Maintenance apply in addition to and, to the extent that these are different, in derogation from the Terms and Conditions included in the General Part A and the Special Terms and Conditions for Software as included in Part C.

37. Duration and Termination of the Maintenance

37.1 The Maintenance takes effect at the date on which both parties sign the Agreement and it is terminated for the first time on 31 December of the calendar year following the year of signature of the Agreement.

37.2 The Maintenance is entered into for a one-year period, except for the initial period, and is tacitly extended for a subsequent period of one year, unless either party terminates the Maintenance by registered letter with effect from the end of the current contractual period, subject to three months' notice.

37.3 In the event of early termination of the Maintenance, the Customer shall pay Cyclomedia the remaining amount for the Software Maintenance.

37.4 The termination of the Maintenance Agreement does not affect the right to use the Software in accordance with the Licence Agreement concluded with the Customer.

38. Maintenance

38.1 The maintenance of the Software includes in any event:

Preventive maintenance

Activating the Software for Maintenance purposes by taking appropriate measures – on Cyclomedia's initiative or otherwise – designed to ensure that the Software will function in accordance with the Software specifications and without interruptions for the term of this Maintenance Agreement.

Corrective maintenance

Locating and fixing deficiencies in the Software and the associated Software documentation as well as adjustments made by Cyclomedia to the Software. Deficiencies include faults and errors in the Software and deviations identified in the use of the Software compared to the specifications and functions of the associated software documentation.

Update maintenance

The provision of new releases of and default adjustments to the Software and the documentation, including quality improvements in the Software as a result of which the system management is simplified or as a result of which the Software will meet new or changed requirements and which are therefore necessary or desirable.

Support/Helpdesk

Providing telephone assistance in the case of failures and Software defects that have been identified; for this purpose, hardware and software to be indicated by Cyclomedia will be purchased and installed at the Customer's expense.

38.2 Maintenance does not include making the Software suitable for a computer system other than that defined in the Maintenance Agreement.

39. New Versions

39.1 As early as possible and in any event as soon as a supplement to or a new version of the Software has been released, Cyclomedia shall provide the Customer with the associated documentation, so as to give the Customer an opportunity to ascertain to what extent its use affects the Customer's day-to-day business operations.

39.2 If the Customer decides on the basis of its findings to use the supplement to or the new version of the Software, Cyclomedia shall make the relevant supplements or versions available to the Customer in a format readable for the computer system referred to in the Maintenance Agreement.

39.3 The Customer is not obliged to accept new versions of the Software if they do not involve improvements in its opinion, unless the new version repairs deficiencies in the Software. If the Customer chooses to continue to use the old version, Cyclomedia is required to

carry out maintenance with respect to this old version for two (2) years after this old version has been made available to the Customer.

40. Maintenance Conditions

40.1 Within six (6) business hours (9:00-17:00 hrs) after a notification (by email or phone) of a problem or failure, Cyclomedia shall ensure that an expert in the matter concerned will at least contact the Customer by telephone or e-mail to achieve a solution, if only a temporary one.

40.2 Within 48 business hours (9:00-17:00 hrs) after any notification by the Customer (by e-mail or phone) of a failure, Cyclomedia shall begin remedying this failure. If the failure is not urgent or cannot be remedied within 24 business hours (9:00-17:00 hrs) after the start of the repair work, Cyclomedia shall ensure a temporary solution – insofar as this is reasonably possible - in consultation with the Customer.

40.3 As for support by telephone, Cyclomedia shall contact the Customer within six (6) business hours (9:00-17:00 hrs) after the request for assistance in order to answer questions or render any other assistance that may be required.

40.4 To enable Cyclomedia to meet its maintenance obligations in an effective manner, the Customer shall:

- document deficiencies and/or defects in the Software as completely as possible and in any event make history printouts available to Cyclomedia for this purpose;
- if and to the extent that this is necessary for the maintenance, enable Cyclomedia to gain access to its computer system or any part thereof at a reasonable time and for reasonable periods.

40.5 If the maintenance of the Software is necessary as a result of defects in or failures of the Customer's computer system or as a result of circumstances that are reasonably attributable to the Customer, Cyclomedia may charge the Customer for these maintenance costs.

41. Prices and Costs

41.1 The maintenance amount for the Software is mentioned in the Agreement of which these Terms and Conditions form an integral part.

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E. SPECIAL TERMS AND CONDITIONS FOR SaaS (SOFTWARE AS A SERVICE) SERVICES ('SaaS SERVICES')

These Special Terms and Conditions for SaaS Services apply in addition to and, to the extent that these are different, in derogation from the Terms and Conditions included in the General Part A and the Special Terms and Conditions for Software as included in Part C.

42. Definitions

42.1 For the purposes of these Special Terms and Conditions for SaaS Services, the following capitalised terms mean:

Hyperlinks

Digital references to other URLs on the Internet.

Log-in procedure

The procedure prescribed by Cyclomedia to enable the User to gain access to the System.

Netiquette

Generally accepted rules of conduct as laid down in RFC 1855 (<ftp://ftp.ripe.net/rfc/rfc1855.txt>) and future amendments thereof, which are applicable to Internet communication.

SaaS Services

Services to be rendered by Cyclomedia, as specified in the Agreement or any associated documents, under which specific access and rights are granted in respect of the online use of Software and Services for the purposes of management, processing and provision of training material and further information for the Customer's benefit.

Special Data Layers

Specific information in the form of a data file, also including data files of Information Products, which is delivered as a SaaS Service within the System of Cyclomedia by Cyclomedia or by a Third Party where appropriate.

System

Computer and related equipment used by or on behalf of Cyclomedia for access to the Services, Products and/or use of the Software.

Third Party

Another party than Cyclomedia which delivers (a part of the) Special Data Layers and/or provides other Services for purposes of the Customer.

43. Services

43.1 Cyclomedia agrees to grant the Customer a non-exclusive and non-transferable right of access to the System for the User's benefit. Cyclomedia also agrees to grant the Customer a non-exclusive and non-transferable right to the agreed use of the manual submitted, the Software and Special Data Layers for as far as part of the Agreement.

43.2 The right of use is granted for usage on a maximum of 3 different User Devices per concurrent user, unless agreed otherwise in writing.

43.3 The Customer is not permitted to copy the manual other than is necessary for normal own use and backup purposes. When making copies, the Customer may not remove or change any marks that identify ownership and origin.

44. Prices and Payments

44.1 Unless otherwise agreed on, the Customer shall pay Cyclomedia a fee for the SaaS Services, calculated in accordance with the applicable rates charged by Cyclomedia.

44.2 Unless otherwise agreed on, the Customer shall pay the agreed recurring fee in advance. The recurring fee rate applicable at the effective date of the relevant period is mentioned in the Agreement or in any associated documents.

45. Cyclomedia's Obligations of Means

45.1 Cyclomedia shall make an effort to achieve the best possible availability and accessibility of the System and the Services.

45.2 Cyclomedia shall make an effort to adequately protect the Services according to the state of art, without prejudice to the Customer's own responsibility for providing adequate security of its systems, data and other information, whether sensitive or not.

45.3 In no case does Cyclomedia warrant:

- unrestricted, error-free and uninterrupted access to and/or use of the SaaS Services and/or the Software;
- correct and damage-free data transmission;
- full reliability and unhackability of the System and/or the SaaS Services.

46. The Customer's and User's Obligations

46.1 The Customer is always responsible for every use, including unauthorised use, that is made of the SaaS Services on its behalf and the user and access rights granted to it and shall act and behave in every way as is expected from a responsible and careful Internet user.

46.2 The User shall notify Cyclomedia in writing as soon as possible of any changes in relevant personal details concerning the User.

46.3 The User shall meet the technical or other prescriptions, conditions and procedures which are provided by or on behalf of Cyclomedia.

46.4 The User shall refrain from obstructing Cyclomedia, other customers of Cyclomedia and other Internet users from using the System and/or from damaging the System. The User is not permitted to start processes or programs – whether or not through the System – of which the User knows or can reasonably suspect that it may obstruct Cyclomedia, other customers of Cyclomedia and other Internet users or cause damage.

46.5 The User is not permitted to use the System and/or the Services for any acts that are contrary to applicable statutory provisions, self-regulation, Netiquette, the Agreement or these General Terms and Conditions.

46.6 The User is not permitted to transfer to third parties, or allow third persons to use, its user name and/or Password, the documentation or manual or other rights arising under the Agreement, unless Cyclomedia has expressly granted written permission for it. The User is at all times responsible for the use of any user name and password.

46.7 If Cyclomedia does not arrange this, the User shall make arrangements for the required hardware and software, ancillary equipment and connections to enable the use of the Services.

47. The Consequences of violation of the Law or Infringements

47.1 Cyclomedia is entitled to suspend, put out of operation and/or restrict the use of the SaaS Services and/or rights of use in respect of the Software and/or SaaS Services and/or the delivery of other material and/or services temporarily, if the Customer or User fails to meet any obligations vis-à-vis Cyclomedia or acts contrary to these General Terms and Conditions. Cyclomedia shall notify the Customer thereof in advance, unless this cannot reasonably be required from Cyclomedia.

47.2 Cyclomedia will never be liable to the Customer and/or third parties for the consequences of suspension, putting out of operation and/or restriction of the use of the Services and/or rights of use in respect of the Software and/or Services and/or the delivery of other material and/or services referred to in the preceding paragraph.

48. Management

48.1 Cyclomedia is entitled to change the SaaS Services and/or the rights of use.

48.2 Cyclomedia shall notify the Customer of any change requiring considerable adjustments to be made by the Customer, in Cyclomedia's reasonable opinion, as soon as possible. The Customer is not entitled to any compensation.

48.3 Cyclomedia reserves the right to suspend or terminate the rights of use and/or the use of the SaaS Services and/or Software, if these result in any failure and/or delay of Cyclomedia's network or of that of any third parties or result in any failure of or any delay in the System. Cyclomedia assesses whether such a failure and/or delay has occurred and it can block the access without any prior notice to the Customer, or take any other measures to eliminate the failure and/or delay.

48.4 Without prior notice being required, Cyclomedia is entitled to discontinue the operation of the System and/or the SaaS Services temporarily or to restrict its or their use to the extent this is reasonably necessary for maintenance purposes or for necessary adjustments to or improvements in the System and/or Services without the Customer or the User being entitled to claim any compensation from Cyclomedia.

48.5 Cyclomedia is at all times entitled to make changes in the log-in procedure without the Customer or the User being entitled to any compensation vis-à-vis Cyclomedia. In such cases, Cyclomedia shall inform the User about such changes as soon as possible.

49. Liability

49.1 Cyclomedia is not liable for any damage or loss arising from any breakdown and/or inaccessibility as a result of the maintenance that is reasonably required in respect of the SaaS Services and/or the System.

49.2 Cyclomedia is not liable for any damage or loss arising from the suspension, termination and/or restriction of the SaaS Services, access or the rights of use as referred to in these Terms and Conditions.

49.3 The Customer is responsible and possibly liable for every use made by the User of the Services and/or other services and/or other matters delivered or provided by Cyclomedia.

49.4 Cyclomedia is not liable for any shortcomings and/or damages resulting from the provision of SaaS Services to the Customer by a Third Party in executing the Agreement, unless the shortcoming is due to intent and/or gross negligence by Cyclomedia.

50. Indemnity

50.1 The Customer shall indemnify Cyclomedia for all claims of third parties for whatever reason that relate to or arise from the use of the SaaS Services and other services and/or matters provided by Cyclomedia by the User (including liability for infringement of intellectual property rights, breach of privacy, cross-border data traffic) and shall compensate Cyclomedia for all costs, loss or damage and penalties arising from such claims.

51. Duration and Termination of the Agreement

51.1 Unless the Agreement is concluded for an indefinite period, it cannot be terminated prematurely, unless otherwise expressly agreed on or provided for in these Terms and Conditions.

51.2 Notwithstanding the other provisions of this Agreement, Cyclomedia is entitled to rescind the Agreement with immediate effect by registered letter without further notice of default or judicial intervention being required, if Cyclomedia learns that the Customer:

- acts contrary to Netiquette, any intellectual property or other rights of third parties or any applicable statutory rules and regulations;
- makes improper use of the Services, rights of use, other matters and/or services of Cyclomedia;
- distributes information that discriminates on the basis of appearance, race, religion, gender, culture, ethnic origin or can otherwise be called offensive.

51.3 On the termination of the Agreement, the Customer shall return to Cyclomedia all documentation relating to the Agreement that is in its possession, except for the Agreement itself, and it may not retain any copies thereof. In that case, the Customer may no longer use the Services, the Software, the User name, Password and other matters and/or results of the Services unless the intellectual property or other relevant rights are vested in the Customer.

51.4 On the premature termination of the Agreement, the Customer shall compensate Cyclomedia for all fees for the Services as from the date of termination of the Agreement until the last day of the agreed contractual term. These fees owed by the Customer to Cyclomedia are immediately due and payable.

51.5 The provision of any Service by a Third Party to the Customer is terminated with immediate effect in case the Agreement between Cyclomedia and the Customer is terminated for whatever reason.

GENERAL TERMS AND CONDITIONS OF CYCLOMEDIA TECHNOLOGY B.V.
BASED IN ZALTBOMMEL

F. SPECIAL TERMS AND CONDITIONS FOR SERVICES

These Special Terms and Conditions for Services apply in addition to and, to the extent that these are different, in derogation from the Terms and Conditions included in the General Part A.

52. Definitions

52.1 For the purposes of these Special Terms and Conditions Governing Services, the following capitalised terms mean:

Services

The services to be provided by Cyclomedia to the Customer, as defined in the Scope of Delivery.

Scope of Delivery

A document, which is part of the Agreement, outlining the details of the Services to be provided by Cyclomedia and/or by Cyclomedia engaged Third Party under the Agreement.

Price

The amounts payable by the Customer as stated in the Price Annex.

Price Annex

A document, which is part of the Agreement, specifying the total Price of the Services to be provided.

Third Party

Another party than Cyclomedia which delivers (a part of the) Special Data Layers and/or provides other Services for purposes of the Customer.

53. Changes in the Scope of Delivery

53.1 Until the date of completion of the Services, either party may submit a written request for a change in the Scope of Delivery. The other party may refuse this request only on reasonable grounds.

53.2 Cyclomedia agrees to inform the Customer if, in its opinion, the evaluation of the requested change in the Scope of Delivery requires additional capacity or lead time and/or may have an adverse effect on the current services. In these cases Cyclomedia may not initiate its evaluation until after the Customer has given permission for that. Cyclomedia reserves the right to charge hours spent on the evaluation on the basis of actual costs. In addition, the price of this fixed-price agreement may be raised and lead times for the delivery of the Services be extended if, as a result of the evaluation carried out, the Services already included in this agreement are delayed and/or require additional capacity.

53.3 If the parties agree on any change, both parties will confirm the details of the change in writing. Cyclomedia is not required to make any change in the Scope of Delivery until the parties have reached written agreement on the adjustment of the Price and time schedules.

54. Completion of the Services

54.1 If the Scope of Delivery includes drafting and/or supplying documents, the Results thereof are provided to the Customer in draft form. Within 14 days from the date on which the Results are provided, the Customer may comment on them in writing, which comments will be discussed between the parties. Changes agreed on will be included in the final document. If the Customer fails to comment on the Results during this 14-day period, Cyclomedia is entitled to adopt the final form of the Results after this period has expired. When the final form of the Results has been adopted by Cyclomedia, the Customer is deemed to have accepted it.

54.2 Any third-party documents and/or Image Material received by Cyclomedia which are to be delivered to the Customer as part of the Scope of the Delivery are delivered in their original form. After delivery, these documents are deemed to have been accepted.

54.3 After all Services, as defined in the Scope of Delivery, have been accepted by the Customer, the delivery of the Services is completed.

55. Performance of the Services

55.1 Cyclomedia shall exercise every reasonable care in executing the Services. In executing these Services, Cyclomedia may give advice to the Customer. Cyclomedia is not responsible for the quality such advice if it is based on information provided by the Customer. The Customer bears responsibility for decisions based on

advice rendered by Cyclomedia.

55.2 The Customer agrees that the obligations arising from this Article 49 are the only obligations regarding the quality and fitness of the Results for any purpose arising from the Scope of Delivery. This means that all other warranties and conditions that may arise from the law or from any other rules are excluded too. Cyclomedia cannot be held liable for any damage or loss arising from the use of the Results.

55.3 Cyclomedia is entitled to engage the Services of Third Parties in executing the Agreement in which case Cyclomedia is not liable for any shortcomings and/or damages resulting from the provision of Services to the Customer by a Third Party in executing the Agreement, unless the shortcoming is due to intent and/or gross negligence by Cyclomedia.

56. Obligations of the Customer

56.1 The Customer shall appoint a contact person who:

56.1.1 is authorized to take binding decisions relating to the Agreement, including its completion and changes in the Scope of Delivery; and

56.1.2 may comment on all documents and Results delivered by Cyclomedia, enabling the latter to adjust these; and

56.1.3 will provide Cyclomedia with all information about the Customer that Cyclomedia requires for the proper execution of the Agreement in a timely manner.

56.1.4 If the cooperation of the Customer's employees is necessary for the proper execution of the Agreement by Cyclomedia, the Customer shall make sufficient and sufficiently qualified staff available for the purpose of giving support for periods to be agreed upon at a later date.

56.2 Further, the Customer shall:

56.2.1 at the request of Cyclomedia, make the necessary office space, facilities and access to the site and buildings of the Customer available to the employees of Cyclomedia; and

56.2.2 at the request of Cyclomedia, send monthly reports to Cyclomedia concerning the Customer's performance of its obligations; and

56.2.3 at the request of Cyclomedia, conclude all licensing agreements and make any other resources available that are reasonably necessary to enable Cyclomedia to execute the Agreement; and

56.2.4 inform Cyclomedia immediately if it discovers or suspects that Cyclomedia has made incorrect assumptions or has pursued a wrong course of action in any other way.

56.3 If the Customer fails to perform any of its obligations, Cyclomedia is entitled to raise the Price, revise the time schedule and/or extend the delivery period in this regard. In that event, Cyclomedia shall provide the Customer with a specification of the extra costs and the delay that arises or is expected to arise as a result of the Customer's default. In that case, the Customer shall:

56.3.1 compensate Cyclomedia for these costs, based on actual costs and according to Cyclomedia's rates applicable at that time; and

56.3.2 allow Cyclomedia such extra time as is reasonable for the purpose of executing the Agreement.

57. Employees

57.1 The employees of one party shall, in carrying out work on the premises of the other party, comply with the rules and regulations that are applicable there and that have been communicated to them.

57.2 Cyclomedia agrees to indemnify the Customer against all third-party claims concerning any wage tax and social insurance contributions of Cyclomedia's employees involved in the execution of the Agreement. At the Customer's request, Cyclomedia shall provide it with proof of payment of such wage tax and social insurance contributions.

58. Termination

58.1 If the Services consist of the organization of training courses and/or consultancy services for a period of two months or more, the Customer may, after commencement of the Services, give written notice to terminate the Services subject to a notice period of 60 days. In that case, the Customer shall pay Cyclomedia for all work carried out under the Agreement up to the date of actual termination, on the basis of actual costs and at Cyclomedia's rates then applicable, and for all costs and expenses incurred in relation to hardware, materials and services ordered or acquired under the Agreement.

58.2 In all other cases than those specified in the preceding paragraph, the Customer can not terminate or otherwise end the Services.

58.3 The provision of any Service by a Third Party to the Customer is terminated with immediate effect in case the Agreement between Cyclomedia and the Customer is terminated for whatever reason.