

GENERAL TERMS AND CONDITIONS TO SERVICES PERFORMED BY INNOGI TECHNOLOGIES

1. INTERPRETATION

- 1.1 the following definitions apply in these General terms and conditions to Services performed by InnoGI (**Conditions**):

Customer means the company, entity or natural person who requested the Quotation and to whom InnoGI provides the Services.

InnoGI means TIM B.V. a private company with limited liability (*besloten vennootschap*), incorporated under the laws of The Netherlands, having its registered office in Delft, The Netherlands, and registered with the trade register of the Dutch Chamber of Commerce with number 76923592, with its principal office in Delft, the Netherlands.

Intellectual Property Rights means all present and future intellectual property rights including, but not limited to, copyrights, trade name rights, design rights, trademark rights and patent rights, whether registrable or unregistrable and whether registered or not, applications for any of the foregoing, know-how and trade secrets.

Parties means InnoGI and Customer.

Product means a TIM system, including but not limited to the system types called TIM-1, TIM-2, tiny-TIMsg, and all future systems and modifications thereto, including the hardware and relevant documentation, that has been sold or leased by InnoGI to Customer or to be sold or leased by InnoGI to Customer on the basis of a separate agreement, as well as accessories, tools and spare parts pertaining and/or relating to the TIM systems.

Quotation means a document prepared by InnoGI at the request of Customer that forms a specified offer for the performance of the Services by InnoGI. A Quotation (including any attachments thereto) shall be governed by these Conditions.

Services means all services performed by InnoGI on the basis of a Quotation with regard to the Product and/or Software, including but not limited to, maintenance and repair services, first or second line support, helpdesk services, consultancy services and training services.

Software means any software, including piano rolls, which is part of the Product.

Systems means the Product, the Software and the Services adjacent to the Product.

2. BASIS OF CONTRACT

- 2.1 These Conditions apply to any Customer's request for the performance of Services by InnoGI with regard to the Product and/or Software (**Order**) and together with the Quotation govern the contractual relation between InnoGI and Customer (**Contract**). InnoGI explicitly waives the applicability of any other terms that Customer seeks to impose or incorporate.
- 2.2 The Order shall be deemed accepted when the Quotation provided by InnoGI is signed by Customer.
- 2.3 If there is a conflict or inconsistency between any constituent part of the Conditions and/or any Quotation, the Conditions shall prevail with respect to such conflict or inconsistency and represents the overriding obligation on the Parties.

3. PERFORMANCE OF SERVICES

- 3.1 InnoGI shall perform the Services to Customer in accordance with the Plan and the Quotation.
- 3.2 InnoGI shall perform the Services in good industry practices, meaning with such skill, diligence and prudence which would reasonably be expected from another service provider in the same field as InnoGI.
- 3.3 Customer shall provide InnoGI with all information, documents, products and/or goods reasonably required by InnoGI to perform the Services.

- 3.4 InnoGI shall use all reasonable endeavours to meet any performance dates specified in the Quotation, but any such dates shall be estimates only. InnoGI shall timely inform Customer of any anticipated delay and will propose reasonable measures to Customer to minimise such delay.
- 3.5 InnoGI is entitled to involve third parties to execute the Services. The involvement of third parties to execute the Services will not discharge InnoGI from its obligations under the Contract.
- 3.6 InnoGI shall use its best endeavours to make sure that the:
- a) Services are performed in accordance with the description of the Services as mentioned in the Quotation;
 - b) Services are performed by employees or third parties who are suitably skilled and experienced to perform the tasks assigned to them; and
 - c) Employees of InnoGI who will perform the Services will do so with care and diligence based on the insights of InnoGI at the time of performance of the Services.
- 3.7 InnoGI reserves the right to amend the Quotation if necessary to comply with any applicable law or regulatory requirement and shall notify Customer in any such event.
- 3.8 Nothing in these Conditions with regards to the Services constitutes a warranty by InnoGI towards Customer.

4. CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
- a) ensure that the terms of the Order and any information it provides in the Quotation are complete and accurate;
 - b) co-operate with InnoGI in all matters relating to the Services;
 - c) provide InnoGI with such information and materials as InnoGI may reasonably require in order to perform the Services, and ensure that such information is complete and accurate in all material respects;
 - d) take InnoGI's legitimate business into account and will refrain from any behaviour or activities that could be detrimental to InnoGI or InnoGI's interests under the Contract; and
 - e) comply with any additional obligations as set out in the Quotation.

5. PRICING AND PAYMENTS

- 5.1 The sales price for the Services performed by InnoGI shall be set out in the Quotation.
- 5.2 All prices offered by InnoGI are in Euros, and do not include any taxes, duties or similar levies, fees now or hereafter enacted. InnoGI will add taxes, duties and similar levies to the sales price where InnoGI is required or enabled by law to pay or collect them and these will be paid by Customer together with the sales price.
- 5.3 InnoGI will invoice the Customer in accordance with the invoice schedule as mentioned in the Quotation.
- 5.4 Customer shall pay the invoice(s) in Euros without any right to deduction or setoff, within the payment period as mentioned in the Quotation. Should Customer exceed the payment period, in addition to the unpaid invoice amount, Customer shall pay both the statutory interest for trade agreements and all collection costs (including judicial and extrajudicial costs) made by InnoGI.
- 5.5 If a Service is postponed or cancelled after the acceptance of the Quotation by Customer, the actual costs incurred by InnoGI in relation to the Services and/or the Contract will be invoiced to Customer according to the cancellation fee schedule as mentioned in the Quotation.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Nothing in the Contract shall constitute a transfer, assignment, license or otherwise grant a Party any right or interest in the Intellectual Property Rights of the other Party.

7. LIABILITY

- 7.1 InnoGI is not liable for loss or damage suffered by Customer as a result of the use of the Services, other than in the event of wilful intent or gross negligence on the part of InnoGI.
- 7.2 InnoGI's entire liability and Customer's sole remedy for InnoGI's failure to perform the Services in accordance with the Contract shall be for InnoGI to use its reasonable efforts to correct the failure to perform the Services, within a reasonable time to be set by InnoGI.
- 7.3 InnoGI's entire and aggregate liability for damages, irrespective of the grounds for liability including indemnities and breached warranties, for any and all events will be limited to the amount equal to the total price paid by Customer to InnoGI under the Quotation that gave rise to the liability.

8. TERMINATION AND CONSEQUENCES THEREOF

- 8.1 The contractual relationship between InnoGI and Customer shall be effective until either (a) the date specified in the Quotation or (b) upon completion of the Services by InnoGI to Customer.
- 8.2 A Quotation automatically terminates after completion thereof, unless Parties expressly agreed otherwise in the Quotation in writing.
- 8.3 InnoGI may terminate the Contract with immediate effect by notifying the Customer in writing without any notice period, and without any obligation to pay damages, if Customer:
 - a) is declared bankrupt;
 - b) is granted temporary suspension of payment;
 - c) business is liquidated or wound up;
 - d) is subject to a direct or indirect change of control; or
 - e) fails to pay any amount due under the Contract on the due date for payment.
- 8.4 Termination of the Contract by InnoGI under clause 8.3 shall not entitle Customer to any remuneration or compensation for the Services performed by InnoGI prior to such termination.
- 8.5 Upon termination of the Contract by InnoGI Customer shall immediately pay to InnoGI all of InnoGI's outstanding unpaid invoices and interest and, in respect of Services performed but for which no invoice has been submitted, InnoGI shall submit an invoice, which shall be payable by Customer immediately on receipt.
- 8.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

9. FORCE MAJEURE

- 9.1 InnoGI shall not be in breach of the Contract, nor be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to strikes, lock outs, accidents, war, fire, breakdown of plant or machinery. If such circumstances occur InnoGI will be entitled to a reasonable extension of its obligations.

10. CONFIDENTIALITY

- 10.1 Parties agree to keep confidential the information and documents of any nature whatsoever regarding the other Party and to which they might have access during the execution of the Contract herewith. However, Parties are allowed to disclose the information (a) to their employees, auditors and/or attorneys who need to know it and who are directed by Parties to comply with this confidentiality clause, (b) to the extent that disclosure is required by regulatory requirement, judicial process or law, (c) in connection with any action or proceeding to enforce or interpret the Contract and/or any provision hereof, or (d) to the extent that the information was already in the public domain.

11. GOVERNING LAW

- 11.1 The Contract is exclusively governed by and construed in accordance with the laws of The Netherlands. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

12. JURISDICTION

- 12.1 All disputes arising from the Contract including disputes regarding its existence and validity, that Parties cannot resolve in mutual consultation, shall be settled by the competent court in the district of The Hague, The Netherlands, with the exclusion of all other courts.