

GENERAL TERMS AND CONDITIONS

1 – GENERAL APPROVAL OF TERMS AND CONDITIONS

- 1.1 These terms and conditions shall apply to all offers, lease agreements and contracts for software products and consultancy services.
- 1.2 Differences to these shall only apply if and in so far as expressly agreed on in writing.
- 1.3 Any general terms and conditions applied by the other party shall only apply in so far as they are not in contradiction with these terms and conditions. In the event of contrariety, the stipulated in these terms and conditions shall be binding.

2 – QUOTATIONS/ORDERS/AGREEMENTS/CONTRACTS

- 2.1 All BeamworX offers shall be free of obligation.
- 2.2 Sales quotations are only valid in writing and for 30 days or the period expressly stipulated in the quotation started from the date they are established. Orders must be received in writing, via regular post, e-mail but are only binding when accepted by BeamworX in a written order confirmation.
- 2.3 Whenever a quotation is established by BeamworX at the purchaser's request, special terms that would modify or supplement these general terms and conditions may only be added once the order has been confirmed by BeamworX.
- 2.4 Orders cannot be canceled for any reason without the prior written consent of BeamworX.

3 – PRICE & PAYMENT TERMS

- 3.1 License fees shall be invoiced when the relevant delivery confirmation, or, where applicable, the Certificate of Conformity has been signed. Yearly license fees and maintenance fees may be invoiced per calendar year and in advance for the whole year. The first invoice shall cover the period from the date of receipt of the delivery confirmation, or, where applicable, the Certificate of Conformity of the software, or, as regards maintenance, from expiry of the guarantee, to the end of the current calendar year.
- 3.2 Other (software) products and service offering prices and installation prices shall be as shown on the order confirmation and invoice.
- 3.3 Payment will be made before supply or service (in the currency indicated on the invoice) or, if agreed, within 30 calendar days after the invoice date without further notice from us. The payment should be transferred to the account stated on the invoice. If payment is late, 2% above the minimum lending rate on the late amount charged monthly and the costs of recovery shall be payable by you. This shall also apply in respect of amounts for which we have granted postponement of payment. BeamworX BV may terminate the agreement with immediate written notice if you fail to pay on time.
- 3.4 BeamworX BV does not give credits or refunds for charges already due or paid, except as specified elsewhere in an agreement. Having submitted a complaint shall neither fully nor partially cancel the payment obligation of the other party.

4 – LICENSE MODEL AND INTELLECTUAL PROPERTY RIGHTS

- 4.1 The Intellectual property rights attached to the software and its documentation shall remain the BeamworX's exclusive property. The end user license terms are an agreement (EULA) between BeamworX BV and the company which leases a software. The terms also apply to any updates, supplements and support services for this software, unless other terms accompany those items. If so, those terms apply. By using the software, you accept these terms.

- 4.2 The software is licensed, not sold. It means the lease agreement gives you some rights to use the features included in the software edition you licensed. BeamworX BV reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in the lease agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not work around any technical limitations in the software; reverse engineer, decompile or disassemble the software; use components of the software to run applications not running on the software; make more copies of the software than specified in the agreement; publish the software for others to copy; rent, (sub)lease, lend or transfer the software; or use the software for commercial software hosting services, commercial exploitation.

5 - UPGRADES/UPDATES

- 5.1 To use upgrade software, you must first be licensed for the software that is eligible for the upgrade. Upon upgrade, the new agreement takes the place of the agreement for the software you upgraded from.
- 5.2 BeamworX BV will determine all new upgrades for the software and its release. You will be immediately informed about all new upgrades. The availability and the charges will be discussed and offered separately for each new upgrade.
- 5.3 Updates. The agreement gives you all rights for the updates. The updates are free of charge for the software edition you licensed. While the bugs appear, the update will take place as soon as possible.

6 - SUPPORT SERVICES

- 6.1 BeamworX BV provides support services for the software as concurred in a lease agreement/order confirmation. If you are using software that is not properly licensed, you will not be entitled to receive support services.
- 6.2 Services will be provided by BeamworX BV. Response times are estimates and may vary according to the remoteness or accessibility of product location. Service may be provided via telephone or internet where appropriate. Unless stated in "service offering" in a lease agreement/order confirmation, the following are excluded from service: work outside local working hours, weekends or on public holidays, items excluded from warranty, changes to configuration, relocation, preventative maintenance, and transfer of data or software.

7 - WARRANTY

- 7.1 If you follow the instructions and the software is properly licensed, the software will perform substantially as described in the manual/user guide description that you receive with the software.
- 7.2 The limited warranty covers the software for one year after acquired by a company. If you receive supplements, updates, or replacement software during that year, they will be covered for the remainder of the warranty or 30 days, whichever is longer.
- 7.3 The limited warranty is the only direct warranty from BeamworX BV. BeamworX gives no other express warranties, guarantees or conditions. BeamworX excludes implied warranties of merchantability, fitness for a particular purpose and non-infringement. Any implied warranties, guarantees or conditions, despite this exclusion last only during the term of the limited warranty and the remedies are described in the Remedy for Breach of Warranty clause below (7.5).
- 7.4 BeamworX does not give a warranty or guarantee protection for: damage caused by incorrect installation, use, modifications or repair by any unauthorized party. This warranty does not cover problems caused by your acts (or failures to act), the acts of other parties or

other external force, events beyond BeamworX's reasonable control or third party products and software.

- 7.5 Remedy for Breach of Warranty. BeamworX will repair or replace the software at no charge. All reasonable care and endeavour shall be used to resolve problems within a realistic period in the circumstances. If BeamworX cannot repair or replace it, BeamworX will (partly) refund the paid amount for the software. It will also repair or replace supplements, updates and replacement software at no charge. If BeamworX cannot repair or replace them, it will refund the amount you paid for them, if any. You must uninstall the software and return any other associated materials to us with proof of delivery to obtain a refund. These are your only remedies for breach of the limited warranty.

8 – LIMITATION ON AND EXCLUSION OF DAMAGES

- 8.1 You can recover from BeamworX BV only direct damages up to maximal the amount you paid for the software/service. Neither BeamworX nor its suppliers shall be liable for any incidental, consequential, punitive damages or other damages; loss of profits; loss of revenue; salary; savings; loss of use of the product or any associated equipment; downtime and user time; breach of contract; breach of warranty; negligence; any other legal theory related to the software product; guarantee or condition, strict liability; third party programs; damage remedied by BeamworX within reasonable time; loss avoidable by your company through reasonable conduct, including backing up all data and following BeamworX's reasonable advice generally; all items excluded from the warranty or by Force Majeure; or other tort to the extent permitted by applicable law. It also applies even if repair, replacement or a refund for the software does not fully compensate you for any losses; or BeamworX knew or should have known about the possibility of the damages.
- 8.2 Non-responsibility for lost data. BeamworX BV shall not be responsible for any modification or damage to, or loss of any programs, data, or other information stored on any media or any part of any product serviced. BeamworX shall not be liable for the consequence of such damage or loss, including business loss, in the event of system, program or data failure. It is the customer responsibility, prior to servicing/installation, to backup data and remove all features, parts, alterations, and attachments.
- 8.3 The limitation on and exclusion of damages clause above applies to breaches of the limited warranty.

9 – CONFIDENTIALITY

- 9.1 Each party must treat all information received from the other marked "confidential" or reasonably obvious to be confidential as it would treat its own confidential information. During the course of the agreement, either party may have or may be provided access to the other's proprietary items or confidential information ("Confidential Information"). Each party agrees to maintain the confidentiality of the other's Confidential Information in accordance with this provision and any separate nondisclosure agreement that expressly references the disclosure(s) between the parties. At a minimum, each party agrees that it shall not make the other's Confidential Information available to any third party without the written consent of the other and that title and ownership of the Confidential Information provided by one party to the other shall remain the exclusive property of that party who has the right to possess the Confidential Information.

10 – CANCELLATION OF A CLAUSE

- 10.1 Should any provisions of these General Terms and Conditions be cancelled or made void, such cancellation or invalidity shall not affect the other provisions herein or the validity of the General Terms and Conditions as a whole.

11 – SETTLEMENT OF DISPUTE, APPLICABLE LAW

- 11.1 To all our agreements Dutch law shall apply.
- 11.2 The place where the other party must fulfill its obligations towards us shall be Utrecht, The Netherlands. Any dispute arising in connection with those General Terms and Conditions and that cannot be settled by amicable arrangement shall be finally settled by the commercial court having sole jurisdiction in the BeamworX's registered office.