

GENERAL TERMS AND CONDITIONS

GRIP Holding BV / GRIP - Facility Data Solutions

KVK 65069463

1. Applicability

- 1.1. Under GRIP, the private limited company GRIP Holding BV / GRIP - Facility Data Solutions. The contracting party means the contractual counterparty of GRIP.
- 1.2. These terms and conditions apply to all obligations and legal relationships, however named, between GRIP and the Client (hereinafter: the agreement) under which GRIP provides the Client with products and / or (online) services (hereinafter: services), and / or on otherwise makes available, including the licensing of software whether or not GRIP manufactured (hereinafter: software), from the moment that the Client asks GRIP for an offer, or GRIP, whether or not requested, makes an offer.
- 1.3. These conditions always take precedence over other terms and conditions or stipulations of the Client or third parties, unless otherwise stated in these terms and conditions. The Client will never be able to invoke deviating conditions, habits or customs.
- 1.4. If any provision of these conditions is void or is nullified, the other provisions of these terms and conditions will remain in full force and GRIP and the Client will consult in order to agree on new provisions to replace the null and void or nullified provisions, whereby as much as possible the the purpose and the tenor of the void or nullified provisions are taken into account
- 1.5. These conditions also apply to follow-up work arising from the agreement.

2. Offer and acceptance

- 2.1. All offers are made without obligation. Offers in which a term of acceptance is set do not serve to bind GRIP to that period.
- 2.2. Acceptance of the GRIP offer must be made in writing.
- 2.3. If the offer or quotation is based on information provided by the Client and this information turns out to be incorrect or incomplete, or has subsequently been changed, GRIP is entitled to adjust the prices, rates and / or delivery terms stated.
- 2.4. GRIP can not be held to its quotes or offers if the Client can reasonably understand that the quotations or offers, or any part thereof, contain an obvious mistake or error.
- 2.5. GRIP has the right to charge the costs associated with an offer to the Client.
- 2.6. Offers or quotations do not automatically apply to future legal relationships between GRIP and the Client.
- 2.7. GRIP is only bound to the following elements after written confirmation thereof to the Client:
 - 2.7.1. An assignment without prior offer;
 - 2.7.2. Oral appointments;
 - 2.7.3. Additions to or changes to these conditions;
 - 2.7.4. Additions or changes to the relevant agreement.

3. Implementation

- 3.1. Insofar as the agreement extends to the development of software on behalf of the Client, the parties specify in writing the functionalities of this software by means of a 'Schedule of Requirements'. GRIP develops the software exclusively on the basis of the Schedule of Requirements.
- 3.2. Customer warrants that all through him GRIP implementing the agreement made available materials, data, software, procedures and instructions are always correct and complete and that all information provided GRIP supports the specifications of GRIP.
- 3.3. GRIP is entitled, but not obliged, to investigate the accuracy, completeness or consistency of the materials, data, software, procedures and instructions made available within the framework of the

agreement and to suspend the agreed activities in the event of any defects until the Client has removed imperfections.

- 3.4. GRIP is entitled to engage third parties in the execution of the agreement.
- 3.5. Insofar as a third party is involved in the execution of the agreement and, through GRIP or otherwise, a legal relationship is established between the Client and that third party, the Client is solely responsible for fulfilling the obligations towards that third party. The Client can never hold GRIP liable for compliance or compensation in connection with obligations arising from legal relationships that the Client has entered into with a third party, whether or not through the intervention of GRIP.
- 3.6. Insofar as the agreement concerns the execution of an assignment, Facility Apps BV is the sole contractor. Assignments are exclusively accepted and executed by Facility Apps BV. The applicability of the articles 7: 404 and 7: 407 paragraph 2 of the Dutch Civil Code is expressly excluded.

4. Maintenance

- 4.1. If a maintenance agreement has been concluded between the parties, the Client shall report any defects to GRIP in accordance with the procedures included herein or the usual procedures.
- 4.2. GRIP will charge its usual rates and costs of repair to Client if there are user errors, otherwise careless use or other causes not attributable to GRIP or if the software has been modified by parties other than GRIP. Recovery of corrupted or lost data, design and programming work and activities related to telecoms and data communication failures are not subject to maintenance.

5. Delivery terms

- 5.1. All (delivery) terms mentioned by GRIP have been determined to the best of its knowledge on the basis of the information known to GRIP when the agreement was entered into and will be observed as much as possible; GRIP does not default on the mere exceeding of a given (delivery) term.
- 5.2. If there is a risk of exceeding any term, GRIP and the Client will consult as soon as possible about the consequences of the exceedance.
- 5.3. GRIP is entitled to delivery in parts or execution of the agreement in parts, whereby each partial delivery or performance can be invoiced separately or periodically.
- 5.4. GRIP is entitled to a reasonable extension of the (delivery) term and to compensation for the costs and damage involved, if the start, progress, delivery or availability of the work, software or services or the agreed delivery of products are delayed. because:
 - 5.4.1. GRIP has not received all necessary information and information from the Client on time;
 - 5.4.2. GRIP has not received the agreed (advance) payment from the Client in time;
 - 5.4.3. There are other circumstances that are at the expense and risk of the Client.

6. Cooperation and obligations Client

- 6.1. The Client will provide all the necessary cooperation and information required for the proper execution of the agreement. Information also includes specific quality requirements of the Client, and at the request of GRIP, the intended application of the software to be licensed by GRIP or products and / or services to be delivered.
- 6.2. The Client is responsible for the use and application in its organization of the software made available by GRIP to the Client and (delivered) products and / or services as well as adequate system management and the necessary control and security procedures.
- 6.3. If it has been agreed that the Client will make software, materials or data available on information carriers, they will comply with the specifications necessary for the performance of the work and free of viruses and defects.
- 6.4. If the necessary data for the execution of the agreement are not available, not timely or not at the disposal of GRIP in accordance with the agreements or if the Client does not fulfill its

obligations in any other way, GRIP shall in any event have the right to suspend the execution of the agreement. and he is entitled to charge the Client for the costs incurred in accordance with his usual rates.

- 6.5. The Client warrants that, insofar as necessary, all legal requirements concerning the data to be processed in the context of the agreement, including in particular the provisions laid down by or pursuant to the Personal Data Protection Act, are strictly observed and will be taken that all registrations prescribed in that context have been carried out. The Client will provide GRIP with all relevant information in writing without delay. Client will be one to carry the art adequate protection of personal records care.
- 6.6. I fa Client does not meet his tie, he is immediately in default. GRIP then has the right to dissolve the agreement with immediate effect by means of a written statement in whole or in part, without GRIP being obliged to pay compensation for damage, costs and / or interest. The foregoing does not affect the Client's obligation to reimburse any costs, delay, loss of profits or other damage or the right of GRIP to demand fulfillment.

7. Software right of use

- 7.1. If software is made available to the Client in the framework of the agreement, this provision is limited to the non-exclusive right to use this software.
- 7.2. The Client is not permitted to make copies of the software, to transfer the right to use the software to third parties, to sell software, to rent out, otherwise to offer third parties the possibility to use the software, to transfer the software in security, change it. The source code of the software made available by GRIP to the Client will not be made available to the Client.
- 7.3. Immediately after the end of the right to use the software, the Client will return all copies of the software in its possession to GRIP. If the parties have agreed that the Client will destroy the relevant copies at the end of the right of use, the Client will immediately notify GRIP of such destruction in writing.
- 7.4. Rights of use of software are always granted to the Client or, where applicable, transferred under the condition that the Client pays the agreed fees in a timely and complete manner.

8. Use third-party software

If the third-party supplier of the software has contractually limited the user right of this software or if maintenance of this software is only permitted in accordance with the provisions of a maintenance agreement concluded between GRIP and the third-party supplier, the Client shall also be bound by these restrictions. GRIP will then inform the Client of this.

9. Prices

- 9.1. All prices are exclusive of sales tax (VAT) and other government levies, possible under the agreement to costs, including tourism accommodation, shipping and handling extra (travel) hours, claims of third parties and others to execution of the contract related special costs.
- 9.2. In the case of an agreement in which the Client has periodically expired amounts, GRIP is entitled to adjust the applicable prices and rates by means of a written notification within a period of at least one month.

10. Additional work

- 10.1. I f the implementation of the agreement should be expedited at the request of the Principal, GRIP has the right to charge the fee involved overtime and other costs.
- 10.2. If GRIP performs services at the request or with the prior consent of the Client, which fall outside the content or scope of the agreement, these will be reimbursed by the Client to GRIP according to

the usual rates of GRIP. GRIP can always require that a separate written agreement be concluded for this work or performance.

11. Invoicing and payment

- 11.1. Payment must be made in cash upon delivery, or as indicated on the invoice and in any case no later than 14 days after the invoice date.
- 11.2. If the invoice amount is not or not fully paid on the agreed date, or, failing that, within 14 days after the invoice date, the Client shall be deemed to be in default by operation of law and GRIP shall have the right to cancel the interest due from the due date without any notice of default being required. to charge the legal interest plus 3%, as well as all judicial and extrajudicial costs relating to the collection of its claim. All claims of GRIP on the Client become immediately due and payable at that moment.
- 11.3. GRIP and the Client are deemed to have agreed that these extrajudicial collection costs have been set at 15% of the invoice amount, including any credit limitation surcharge, unless GRIP demonstrates that these costs have increased, in which case they are also entitled to that multiple.
- 11.4. All amounts charged to the Client must be paid without discount or deduction. The Client is not authorized to set off claims, for whatever reason. The Client is not entitled to suspend any payment to GRIP.
- 11.5. GRIP is entitled, in the absence of timely payment, to suspend all its obligations without being obliged to pay any compensation to the Client. In so far as GRIP nevertheless carries out work during this period at the request of the Client, GRIP may charge a separate fee for this in accordance with its usual rates.
- 11.6. If there is good reason to assume that the Client will not comply strictly with its obligations under the agreement, the Client will be obliged to provide GRIP with the required form and (additional) security at the first request of GRIP and, if necessary, to provide such additional security. to fill for the proper performance of all its obligations under the agreement.

12. Reservation of ownership

All products delivered by GRIP and / or any result of services provided by GRIP remain the property of GRIP until full payment of all GRIP's claims at the time of delivery, for whatever reason, and including interest and costs. In the case of a current account relationship with the Client, the retention of title remains in force until the moment of liquidation.

13. Complaints and warranty

- 13.1. All products and / or services supplied and / or made available by GRIP must be used in accordance with the applicable laws and regulations and the (user) instructions provided by GRIP . In case of doubt about the application or use, the Client must turn to the specialists available at GRIP
- 13.2. With due observance of the restrictions set out below, GRIP guarantees the soundness and quality of the delivered and / or made available by it. products and / or services and to the performance to the best of itsverrichtt maintenance services for a period not exceeding six months, after delivery / completion.
- 13.3. The guarantee does not include the delivery or installation of software (updates) or the consequences of injudicious or incorrect use.
- 13.4. The guarantee for (delivered) delivered and / or made available products and / or services is limited to material and writing errors, in which case GRIP is only obliged to repair or replace defective parts on the understanding that GRIP is entitled to Client to charge the working time required for the relevant replacement.
- 13.5. Complaints must be made in writing and as soon as possible, but no later than 14 days after delivery, availability, installation and / or completion of the activities, products and / or services, or, if a delivery protocol has been drawn up, after the date of making or - in case of non-visible defects

- within 14 days after the defects could reasonably have been detected, but in any case no later than 14 days after the expiry of the guarantee period.

- 13.6. Exceeding the term set in the previous paragraph will result in the lapse of all claims against GRIP in respect of the guarantee obligation.
- 13.7. GRIP is at all times entitled but not obliged to correct errors in the software produced and / or made available by it.
- 13.8. Complaints do not suspend the payment obligations of the Client.
- 13.9. The client must enable GRIP to investigate a complaint and to provide all relevant information to GRIP. If costs have to be incurred for the investigation into the complaint, these will be for the Client's account unless the complaint proves to be well-founded.

14. A commitment of GRIP

- 14.1. The liability of GRIP under the agreement is expressly limited to the guarantee obligation described in the previous article. Any additional or replacement compensation in any form whatsoever, including consequential loss, lost profit, missed savings and loss due to business interruption, is excluded.
- 14.2. Without prejudice to the provisions of the previous paragraph, GRIP is only and exclusively liable for personal or property damage arising from or as a direct consequence of the execution of the agreement limited to the amount that the Client has paid GRIP for the delivery / delivery under the agreement in question. or products and / or services made available with a maximum of € 10,000.00 (in words: ten thousand euros) per event per year whereby a series of consecutive connected events is considered as one event. The aforementioned maximum amount does not apply insofar as the damage is the result of intention of GRIP.
- 14.3. A condition for the existence of any right to compensation is always that the Client reports the damage to GRIP in writing as soon as possible after its occurrence.
- 14.4. GRIP is never liable for the loss or destruction of the information received from the Client, whether or not caused by failure or malfunction of software developed by GRIP or an attack by hackers, unless this is due to the intention of GRIP. The Client must always ensure that he keeps an original or a copy of the information provided to GRIP.

15. Indemnity

- 15.1. GRIP shall indemnify the Client against any legal claim based on the claim that software or materials supplied and / or made available by GRIP to the Client infringe an intellectual or industrial property right applicable in the Netherlands, subject to the condition that the Client shall immediately notify GRIP in writing. inquires about the existence and content of the legal claim and the handling of the case, including the settlement of any settlements, entirely left to GRIP. The Client will provide GRIP with the necessary powers of attorney, information and cooperation to defend itself against these legal claims, if necessary on behalf of the Client. This obligation to indemnify lapses if and insofar as the infringement in question is related to changes that the Client has made to the software or materials or has it made by third parties. GRIP is not liable for damage resulting from such an infringement. Any other or further liability or indemnification obligation of GRIP for violation of intellectual or industrial property rights of third parties is excluded, including GRIP's liability and indemnification obligations for infringements caused by the use of the supplied and / or made available software or materials in a form not modified by GRIP, in connection with products or software not supplied or supplied by GRIP or in any other way than for which the equipment, software and / or materials was developed or intended.
- 15.2. The Client warrants that no rights of third parties oppose GRIP of equipment, software, materials or data with the purpose of use or processing and the Client shall indemnify GRIP against any legal claim based on the assertion that such make available, use or editing infringes the rights of third parties.

15.3. The client shall indemnify GRIP - employees of GRIP - from third-party claims, which in connection with the execution of the agreement suffer damage as a result of the actions or omissions of the Client or of unsafe situations in its organization.

16. Force Majeure

- 16.1. GRIP is not obliged to fulfill any obligations from the agreement if it is prevented from doing so as a result of force majeure. Force majeure means all that reasonably occurs outside the influence of GRIP, including but not limited to: fire, war (threat), (threat of) terrorism or hackers, wild or organized strikes, blockades, riots or other disturbances, lack of fuel, lack of energy, transport restrictions, industrial accident, weather conditions, natural disasters including flooding, earthquake, epidemic, (computer) virus, quarantine measures, restrictions on licensing, whether or not attributable non-compliance of obligations by suppliers, electricity, internet, telecommunications and / or (computer) network failure, DDoS or other cyber attacks.
- 16.2. As soon as force majeure occurs, GRIP will unilaterally be authorized to extend agreed terms as reasonable in connection with the force majeure factor (s) and, at its discretion, to meet agreements pro rata.
- 16.3. In the event of force majeure, the Client is not entitled to demand the dissolution of the concluded agreement.
- 16.4. In case of force majeure, GRIP will endeavor to find a solution to meet the Client's need for the product and / or the service. GRIP will be entitled to charge the Client for the extra costs related to the delivery and / or provision of the product and / or the service to the Client in spite of the force majeure situation .

17. Rights (intellectual and industrial property)

- 17.1. All intellectual or industrial property rights to all software developed and / or licensed under the agreement and services provided and equipment, software and other materials to be used including but not limited to: websites, data files, equipment, reports, offers and preparatory material thereof are exclusively vested at GRIP or its licensor at any time during and after termination of the agreement.
- 17.2. The Client is not permitted to use any designation concerning copyrights, trademarks, trade names or other intellectual or industrial property rights from the to remove or modify software and the services provided, including indications concerning the confidentiality and secrecy of the software and services provided.
- 17.3. The client undertakes, without prejudice to the provisions of article 20.1, to keep (the content of) software and services rendered secret, not to disclose to third parties or to use them and to use them only for the purpose for which they have been made available. Third parties also include all persons working in the Client's organization who do not necessarily have to use the software and services provided.
- 17.4. GRIP is permitted to take technical measures to protect the software. If GRIP has secured the software by means of technical protection, the Client is not permitted to remove or circumvent this protection.

18. confidentiality

- 18.1. Except with the prior written consent of GRIP, the Client is bound to keep secret all information that is obtained directly or indirectly in connection with the agreement in the broadest sense. In any case, information will be kept secret by the Client if this information has been designated as confidential by GRIP.
- 18.2. The Client is aware that the software and other software provided contain confidential information and trade secrets of GRIP or its licensors.

- 18.3. Customer will take reasonable precautions to fulfill its obligation to maintain confidentiality and guarantees that its employees and other persons involved under its responsibility in the implementation of the agreement, will also abide by this confidentiality.
- 18.4. This duty of confidentiality does not apply if the Client or one of his employees is obliged to disclose the confidential information as a result of legislation and / or regulations or a court order and can not invoke a legal right or a right of privilege granted by the court.

19. Non-acceptance clause

The Client will not employ GRIP employees during the term of the agreement or one year after termination of the agreement or will allow them to work directly or indirectly, directly or indirectly. If the Client violates the provisions of this article, the Client shall forfeit to GRIP an immediately due and payable penalty equal to one gross monthly salary that moment of the relevant employee per day that the violation continues, this without prejudice to the Client's obligation to compensate the damage actually suffered by GRIP. . Damage will in any case include the training and recruitment costs incurred by GRIP.

20. Duration of the agreement

- 20.1. Insofar as it concerns a continuing performance contract, it is entered into for a period of at least 12 months without the Client being able to terminate the agreement prematurely.
- 20.2. After expiry of the 12 (twelve) months referred to in the previous paragraph, the contract will be renewed for an indefinite period unless it has been received by one of the parties at least 1 (one) month prior to the expiry of the 12 (twelve) months referred to in the previous paragraph. registered letter to the other party by the end of that period of 12 (twelve) months.
- 20.3. If the agreement has been renewed for the indefinite period referred to in the previous paragraph, the agreement can be terminated by either party by registered letter to the other party with due observance of a notice period of 1 (one) month.

21. Termination and cancellation

- 21.1. The authority to dissolve the agreement shall only be binding on each of the parties if the other party, after a detailed and motivated written notice of default, setting a reasonable time limit for the purification of the shortcomings, is attributably inadequate in the fulfillment of material obligations pursuant to the agreement.
- 21.2. If an agreement which by its nature and content does not end by completion, has been concluded for an indefinite period of time, it can be terminated by either party after proper business consultation and stating reasons by means of written cancellation. If no explicit notice period has been agreed between the parties, a notice period of three months must be observed. The parties will never be obliged to pay any compensation for legitimate termination.
- 21.3. Without prejudice to any further conditions agreed in writing in writing, GRIP may terminate the agreement in whole or in part without notice of default and without judicial intervention by written notification with immediate effect if the Client - whether or not provisionally - is granted a moratorium on payment of bankruptcy in respect of the Client, in the event of attachment or threatening attachment of the Products to Products in or on which GRIP or its licensors are located or if its company is wound up or terminated other than due to reorganization or merger of companies, if the control changes in (the company of) the Client or if the Client has been requested to declare the debt rescheduling scheme pursuant to Section 284 Fw applicable . GRIP will never be obliged to pay any compensation because of this termination.
- 21.4. In all cases in which the agreement ends (prematurely) pursuant to any provision in the agreement or these terms and conditions or through the intervention of a judge or arbitrator, the agreement and these terms and conditions continue to govern the legal relationship between the parties insofar as this is necessary for the settlement thereof.

21.5. In case of seizure or threatening attachment to the Client on products in or on which GRIP or its licensors are located, the Client is obliged to inform GRIP of this immediately by telephone and in writing.

22. Transfer of rights / obligations

- 22.1. The Client is not permitted to transfer rights and / or obligations under the agreement to third parties without prior written permission from GRIP .
- 22.2. GRIP is entitled to outsource part or all of its obligations under the agreement to a subcontractor designated by it for this purpose.
- 22.3. GRIP is entitled to transfer all claims on the Client arising from the agreement to a third party.

23. Lapse claim rights

All rights of claim and other powers of the Client for any reason whatsoever towards GRIP, in connection with the execution of the work carried out by GRIP and licensed software, must be brought to the attention of GRIP in writing as soon as possible and shall in any event be canceled. after one year after the moment at which the Client was known or could reasonably have been aware of the existence of these rights and powers. In all cases, the aforementioned rights and other authorizations expire two years after the execution of the work by GRIP.

24. law and disputes

- 24.1. The agreement between GRIP and the Client is governed by Dutch law.
- 24.2. All disputes arising from the agreement and / or these conditions will exclusively be submitted to the court in Amsterdam.