

SCS GENERAL TERMS AND CONDITIONS OF SERVICE

To the exclusion of the client's general terms and conditions, the contents of these terms and conditions apply to and form an integral part of every service and/or breakdown contract that SC Solutions B.V. concludes with its clients.

Article 1: Definitions

- 1.1 Software
Software is defined as that part of the system that is loaded on the server or PC and ensures the execution of the desired application, as well as that which serves as the user interface for the input, modification and collection of data. This applies exclusively to SC Solutions' software.
- 1.2 System
The system is the whole of the system components connected to one another, including software and firmware, as supplied to the client by SC Solutions.
- 1.3 Licence
Upon concluding the purchase contract for the system, the client shall obtain the right to use the software and firmware for the period that the system is in use. This right is the licence.
- 1.4 Support
Support is defined as the support SC Solutions' personnel provides to clients in the form of answering questions regarding the system by telephone, or by offering solutions for problems which have arisen during the use of the system. In addition, in the event of minor problems, attempts may be made to resolve these remotely, or to temporarily circumvent these so that the system will remain operational, albeit in a limited form. This will prevent the need for having a technician on-site immediately. In order to provide remote service to PC-driven systems, the client must ensure it has an Internet or dial-up connection.
- 1.5 System description
This refers to all of the components, software and firmware which are part of the system and which fall under the provisions of the maintenance contract.
- 1.6 Spare parts
Spare parts refer to those components of the system which may be replaced in their entirety by (system) components.
- 1.7 Components
Components are devices which operate completely independently of the system. Examples of components include serving exchanges, substations, vehicle entrance terminals, and time-registration terminals.
- 1.8 Exchange units
Exchange units are components, either new, used or repaired, which SC Solutions keeps in stock in order to replace defective components as quickly as possible. Depending on the contract, the costs may be invoiced separately.
- 1.9 Firmware
Firmware is special software that is applied in the processor boards of system components such as substations, time registration terminals, parking terminals, etc.
- 1.10 Office hours
Office hours refer to SC Solutions' normal working hours from Monday to Friday, 8:30 to 17:30, excluding public holidays.
- 1.11 Response time
The response time is the period between the time the breakdown report was received by SC Solutions and the time a technician arrives on location at the client's facility. This period will generally not exceed 16 hours, on the understanding that this 16-hour period falls within normal office hours. In the event the nature of the breakdown is too serious for an immediate solution to be found, then the technician will attempt to apply a temporary measure in order to allow the system to continue to operate, albeit to a limited extent.

Article 2: Acceptance

- 2.1 For existing systems, the client must attempt to describe the composition of the system as accurately as possible using the 'System Description' form provided by SC Solutions. Upon receipt of the form, SC Solutions will sign the maintenance contract, indicating its acceptance thereof. In evidence of this acceptance, the client will receive the signed form, including the maintenance terms and conditions. The client shall guarantee that the system has been installed in compliance with the valid installation guidelines provided by other suppliers, and the general guidelines such as those provided by UNETO.
- 2.2 The client shall ensure it satisfies the necessary environmental factors prescribed by suppliers in the installation of the system. Among others, climate-controlled circumstances for computers/servers are important in this context.
- 2.3 If the client decides to implement changes to the system described on the 'System Description' form, these must be reported immediately to SC Solutions. SC Solutions will send a written confirmation of receipt, if necessary, accompanied by remarks. Any modifications to the system can provide SC Solutions with a reason to dissolve and/or amend the contract. In the event the agreement is amended, SC Solutions may increase the price of the service contract without being required to provide a supplemental price list. This increase shall not entitle the client to dissolve the contract.
- 2.4 In the event the client allows SC Solutions to expand the system, these expansions will be automatically included in the service contract. SC Solutions may increase the price of the service contract without being required to provide a supplemental price list. This increase shall not entitle the client to dissolve the contract.
- 2.5 In order to ensure the proper operation of the system, it is necessary for the client's personnel operating the system to have sufficient knowledge of the system. This knowledge relates to aspects such as the networks used by the client, the operating system, Windows, back up procedures, system concept and operation of the application. In order to transfer knowledge and skills, SC Solutions offers several specialised training programmes, as well as the option of contracting specialised personnel for a pre-determined period. In the event it appears that the client's personnel operating the system do not have the sufficient knowledge or skills in SC Solution's judgement, SC Solutions will notify the client of same in writing. This notification shall be accompanied by a training programme recommendation. After having notified the client, SC Solutions will invoice the client for any additional costs resulting from the problem, at the currently valid rate. In the event no response to the notification sent is forthcoming, SC Solutions may also proceed with the dissolution of the contract.

Article 3: Exclusions

- 3.1 The costs of inspection, repairs and shipment of exchange parts shall, depending on the contract concluded, be invoiced at a reduced rate. The costs of inspection, repairs and shipment of exchange parts shall be invoiced at 100% of the price, in accordance with the currently valid conditions and prices, in the event, in SC Solutions' judgement, one of the following situations applies:
 - injudicious use of the system by the client and/or third parties;
 - omission, negligence, or intent on the part of the client or third parties;
 - the relocation, moving and/or reinstallation of the system;
 - the use of paper types and/or disposables not approved for use by SC Solutions;
 - accidents, break-ins, lightning strikes, emergencies and the like;
 - improper use, rendering parts defective;
 - any use of the equipment not in accordance with the manual;
 - any actions or omissions on the part of the client or third parties in violation of this contract;
 - in the event the client applies software which has not been supplied or approved by SC Solutions.

Article 4: Accessibility, personnel, identification, performance of work

- 4.1 The work to be performed in accordance with the contract shall be carried out by personnel skilled in the performance of this work. However, SC Solutions is at liberty to contract third-party personnel without consulting with the client.
- 4.2 In the case of preventive maintenance, the arrival of SC Solutions' personnel or personnel contracted by SC Solutions will be announced several days in advance or otherwise in consultation with the client.
- 4.3 As a rule, all work shall be performed without interruption during normal office hours between 8:00 and 17:00 on working days.
- 4.4 SC Solutions shall provide all of the tools and measuring devices required to perform the work. The client must, where necessary, provide climbing materials, water, electricity and other necessary location-based facilities.
- 4.5 In the event it is necessary to the performance of the work, the client must ensure that the SC Solutions technicians have unrestricted access to the areas where the system is located. If waiting periods arise as a result of the failure for these areas to be accessible, C.A.T Control Systems B.V. is entitled to invoice for the costs of the resulting waiting period.
- 4.6 At the request of SC Solutions' technicians, the client must grant its cooperation by making its personnel or those of third parties available to assist the SC Solutions technicians in the event specific aspects are involved which the client has under its own management. Any costs arising from or in connection with these activities shall be invoiced to the client.
- 4.7 When, in the judgement of SC Solutions' technicians, it becomes necessary to shut down one or more of the system components, the client must grant its cooperation in this regard. Any costs arising from this work will be invoiced to the client.
- 4.8 If asked, SC Solutions' technicians, or those contracted by SC Solutions may be asked to produce proof of identification, complete with a photograph.

Article 5: Consumables

- 5.1 The supply of and replacement costs for simple, minor parts, and cleaning and lubricating agents necessary to the performance of the work are included in the contract.
- 5.2 Specific consumables such as a paint colour other than RAL 3000 red, printer ribbons, paper, etc. must be made available by the client.

Article 6: Other activities involved in software contracts

- 6.1 The client must report any shortcomings in the software to SC Solutions immediately. Upon receipt of the report, SC Solutions will take any measures necessary to guarantee the fastest possible repair of these shortcomings.
- 6.2 In order to enable SC Solutions to comply with its maintenance obligations, the client shall:
 - expand the capacity of the computer system such that it satisfies the indicated specifications;
 - sufficiently document any shortcomings occurring in the software in accordance with a procedure agreed upon to this effect between the parties;
 - provide SC Solutions with access to the computer system or a component thereof at reasonable times and during reasonable intervals, if it is necessary to the performance of the maintenance work, and at no cost to SC Solutions.
- 6.3 If it appears that maintenance activities have been carried out as a result of errors or defects in the computer system, or circumstances which may be attributed to the client, the client shall pay any costs SC Solutions incurs as a result. These costs will be calculated on the basis of the agreed upon, or, in the absence thereof, SC Solutions' applicable prices at that time for similar work.
- 6.4 Unless agreed otherwise, general software maintenance activities shall be performed during SC Solutions' normal working hours.

Article 7: Prices and costs

- 7.1 The maintenance price is determined in the service contract.
- 7.2 The maintenance fee is based on factors such as wages, national insurance contributions, and materials, as well as travel and accommodation expenses, such as these apply on the date the service contract was concluded. In the event of a rise or decrease in one or more of the aforementioned cost factors, SC Solutions is entitled, to the extent this is not prohibited or required by or under the law, to adjust the maintenance price to these modifications. The price index applied to these changes is the family consumption price index (1985 = 100).
- 7.3 Any increases occurring after the maintenance contract takes effect, may only be invoiced effective 1 January of each year. These increases may be deviated from on the grounds of a measure related to wage and price levels implemented by or under the law (government price order). A price increase shall not take effect prior to the first day of the second calendar month following the month during which the client was notified of the increase in writing. This period may vary, in SC Solutions' favour, on the grounds of a measure implemented as referred to in this article.
- 7.4 All of the amounts specified in the service contract are exclusive of turnover tax (BTW).

Article 8: Payment and invoicing

- 8.1 Payment shall be effected no later than the 14th calendar day after receipt of the relevant invoice, and shall be executed in Euros.
- 8.2 Interest may be charged on every payment that is not executed on time, in accordance with the general terms and conditions of delivery. These terms and conditions apply to every contract, and shall therefore also form an integral part of the maintenance contract.
- 8.3 Maintenance contracts which are concluded during the course of a calendar year shall be invoiced in advance on a pro-rata basis. Maintenance contracts which relate to a full year will be invoiced in advance before 1 January of the relevant year. Payment of these invoices must be effected before 1 January.
- 8.4 SC Solutions does not require an annual purchase order for the annual maintenance contracts, based on that provided for in Article 13.
- 8.5 The failure to satisfy the payment obligation will result in the suspension of support until payment has been executed.

Article 9: Confidentiality and security

- 9.1 SC Solutions undertakes to take sufficient measures to ensure confidentiality with regard to all of the data of which it or those persons it uses in the fulfilment of this contract take cognizance during activities performed on behalf of the client. During any storage by SC Solutions of any classified data or data qualifying as such, any guidelines implemented of which it has been notified shall be applicable.
- 9.2 The client shall do all that which is reasonably possible and necessary in order to ensure confidentiality with respect to the system. The same provision shall apply even if the system or parts thereof have been modified or expanded by the client, or if they form part of a larger whole.
- 9.3 SC Solutions shall ensure that its personnel and the persons it uses in the fulfilment of the contract shall refer to the regulations established by the client which aim to create the highest level of security at its location.
- 9.4 In the event additional provisions and conditions relating to security measures must be agreed on, these will be set out in a separate appendix to the maintenance contract.

Article 10: Liability

- 10.1 SC Solutions is liable for material damage to equipment and property belonging to the client and third parties, to the extent this damage is the result of negligence, carelessness or improper actions taken by SC Solutions or any persons SC Solutions uses in the fulfilment of the contract, on the understanding that SC Solution's liability in this regard is limited to a maximum of € 5000 per event for material damage. The client shall indemnify SC Solutions from the aforementioned claims by third parties.
- 10.2 SC Solutions may never be held liable for damage to vehicles, persons or other property as the result of a falling barrier.
- 10.3 In the event of mutilation or destruction of the software or components thereof during the performance of work which is carried out in accordance with this contract, SC Solutions undertakes to, immediately upon the client's request, make a copy of the same version of the software available in a form readable by the computer system.
- 10.4 The client is responsible for ensuring that it has a good back-up of the system at all times.
- 10.5 Without prejudice to that provided for elsewhere in this contract, SC Solutions is not liable for any other damage, including operational standstill or loss of income.

Article 11: Transfer of rights and obligations

- SC Solutions may transfer its rights or obligations arising from this contract, or any other contracts which may ensue from this one, in whole or in part, without prior written permission from the other party.

Article 12: Force majeure

- 12.1 In the event of force majeure, the fulfilment of the obligations arising from the contract by the party involved shall be suspended in whole or in part for the duration of this force majeure event, without the parties being required by one another to pay any compensation for damages. In the event of force majeure, the affected party will provide the other party with written notification of such, including the submission of the necessary documentary evidence.
- 12.2 Force majeure does not include the failure of a third party to satisfy the obligations which it has taken on with respect to one of the parties, or the failure to satisfy these on time, unless the relevant party can demonstrate that the failure to satisfy the obligations or satisfy them on time may be attributed to force majeure.

Article 13: Duration and termination

- 13.1 The contract shall take effect on the day on which both parties have signed the document, and shall commence on the date of the confirmation by telephone by SC Solutions. The contract shall be concluded for a period of five years, and shall be extended by tacit renewal for a subsequent period of five years, unless one of the parties cancels the contract in observance of a written termination of the contract or parts thereof sent by registered post.
- 13.2 The termination of maintenance activities by one of the parties on the grounds of this article shall not affect any other provision with respect to the right to use the software.

Article 14: Premature termination

- 14.1 Each of the parties shall have the right to terminate the contract with immediate effect and prematurely, in part or in its entirety, without notification of default or judicial intervention being required, in the cases described below and to the extent attributed below:
 - a. The client: in the event of a price increase such as stipulated in Article 7 before the date on which the price increase shall take effect, provided:
 - this increase is not based on a legally permitted increase according to the government price order currently in effect as set out in Article 7, paragraph 7.2, or on an index with respect to which the parties have reached an agreement, and the client has provided written notification of termination sent by registered post within one month of receipt of the relevant announcement.
 - b. Each party: if the other party invokes force majeure and the force majeure period has exceeded three months, or as soon as it has been established that this will exceed three months.
 - c. Each party: when the other party has applied for a suspension of payments or the other party has been declared bankrupt.
- 14.2 Furthermore, each of the parties is entitled to dissolve the contract without judicial intervention, in whole or in part and with immediate effect in the event the other party fails to fulfil any other obligation arising from the contract, and this failure is so serious in nature that it may reasonably be required in order to uphold the contract, and the negligent party, after having been provided with notification of default by registered letter, remains negligent in the fulfilment of this obligation or to fails to take suitable steps to rectify this default.
- 14.3 Notification of premature termination of the contract, as provided for in this article, shall be sent to the other party in writing and by registered post.
- 14.4 In the cases mentioned in paragraphs 14.1 or 14.2, the party that terminates the contract prematurely shall be entitled to compensation of any financial losses that may arise as a result of such a termination of the contract.
- 14.5 SC Solutions may terminate the maintenance contract with immediate effect in the event system modifications such as those provided for in Article 2, paragraph 2.2, are performed whereby, in SC Solutions' judgement, maintenance cannot be performed or cannot be performed to a satisfactory level of quality. In the event modifications to the system are not reported to SC Solutions, any additional costs SC Solutions incurs with retroactive effect in order to fulfil obligations pursuant to this contract may be invoiced to the client effective from the moment the modifications were carried out.
- 14.6 In the event of insufficient knowledge of or skills with respect to the system as set out in Article 2, paragraph 2.3, SC Solutions may decide to dissolve the contract with immediate effect.

Article 15: General

- 15.1 Amendments or supplements to this contract shall only be valid to the extent these have been agreed upon in writing.
- 15.2 The maintenance contract is governed by the laws of the Netherlands.

Article 16: Disputes

- Every dispute regarding the formation, explanation or performance of the contract or of other contracts ensuing from this one as well as any other dispute regarding or related to this contract, be they legal or factual, without any exceptions, shall be presented to the District Court of Amsterdam for adjudication.