GENERAL TERMS AND CONDITIONS INSPARK

June 1, 2020

ARTICLE 1. DEFINITIONS

1.1 These general terms and conditions have been filed with the Chamber of Commerce in Amsterdam under number 52859452.

1.2 These general terms and conditions take effect on June 1, 2020.

1.3 In these general terms and conditions, the following definitions apply:

a) Existing IP: any datafiles, designs, analyses, plans, devices, techniques, inventions, information, object or source code, drawings, specifications, calculations, notes, manuals, reports, documentation and any other deliverable conceived, developed, authored, produced or acquired other than in the execution of the Agreement.

b) Consultancy: any performance by InSpark or any part thereof, whereas InSpark makes available the labour and knowledge of its employees on behalf of Client, including but not limited to: support, system management, training, education and execution of the Exit Plan.

c) InSpark: InSpark B.V., incorporated and registered in Amstelveen, the Netherlands and registered in the trade register under number 52859452 and all its affiliated companies, as user of these terms and conditions.

d) Licenses: any performance by InSpark or any part thereof, whereas InSpark provides licenses and/or rights of use with regard to the use of certain software.

e) Client: the natural or legal person on behalf of whom InSpark provides services.

f) Agreement: the written arrangements agreed to by Parties, under which InSpark delivers to Client the goods and/or services defined therein.

g) Parties: InSpark and Client.

h) Performance: the services, mutually agreed by Parties, which InSpark performs on behalf of Client under the conditions as mutually agreed upon by Parties.

i) Solutions: any performance by InSpark or any part thereof, whereas InSpark:
1. unburdens the business of Client as a whole or in part in the use of Microsoft Cloud services; and/or
2. monitors, secures or follows-up incidents of Microsoft Cloud services of Client, based on an agreed service level; and/or
3. develops any software on behalf of Client, whether or not in collaboration with Client.

ARTICLE 2. GENERAL

2.1 These General Conditions apply to all offers and Agreements under which InSpark delivers any Performances to Client.

2.2 Conditions of purchase or other conditions of Client and/or third parties do not apply under any circumstances whatsoever.

2.3 If conflicts exist between provisions in multiple documents, the following precedence applies:
1. Agreement
2. Additional terms and conditions InSpark
3. General terms and conditions InSpark
4. Service Level Agreement (SLA)
5. Document Arrangements & Procedures (DAP)
6. Service description

2.4 If provisions or parts of provisions in these terms and conditions or annexes are or become unlawful, invalid or unenforceable, the surviving provisions or the valid part of the invalid provision remain fully in force and enforceable, without any consequences for the other obligations of Parties. The unlawful, invalid or unenforceable provision is deemed replaced by a provision that as far as possible has the same legal and commercial purpose.

ARTICLE 3. OFFERS

3.1 All quotations and/or offers are always without obligation, unless a fixed period of validity is stated in the written offer.

3.2 Upon signing of a quotation and/or offer by Client, these general terms and conditions are implicitly considered to be handed over by InSpark to Client, and known and accepted by Client.

3.3 Agreements are binding to a Party only if they have been confirmed in writing by such Party.

ARTICLE 4. DURATION AND TERMINATION

4.1 Any Agreement entered into for a fixed term may not be terminated.

4.2 Any Agreement entered into or renewed for an indefinite term, may be terminated by any Party at any time for any reason by giving at least 6 months' written notice.

4.3 InSpark is entitled to terminate any Performance(s), subject to prior notice of at least 3 months, if it becomes impossible by technical or business economical reasons. InSpark offers a replacement service if possible.

4.4 The provisions of article 4.3 also apply if InSpark no longer has access to specific products and/or services provided by third parties for reasons beyond InSpark's control.

ARTICLE 5. IMPLEMENTATION

5.1 All agreed upon Performances are performed within normal working hours (Central European Time), unless Parties have explicitly agreed otherwise.

5.2 If required for the proper execution of the Agreement, InSpark is entitled to carry out the Performance using other employees within InSpark and/or third parties.

5.3 Implementation periods agreed upon by Parties never apply as of the essence ("*fatale termijn*"). If an implementation period is exceeded, Client informs InSpark by written notice and allow InSpark to complete the implementation within a reasonable period of time.

5.4 If at the request or prior consent of Client, additional requirements are added to the service, which demonstrably increase or expand the Performance of InSpark, this is regarded as additional work which is performed under the terms and conditions of the Agreement.

5.5 InSpark undertakes no activities regarding the additional work without prior written consent of Client.

ARTICLE 6. PERFORMANCE(S)

6.1 InSpark carries out the Performance properly and according to the provisions of the Agreement, in accordance with the requirements of due care and quality.

6.2 InSpark ensures that the Performances by or on behalf of InSpark are carried out by persons who are competent in the matter.

6.3 InSpark uses its reasonable efforts to carry out all Performances, unless a result is explicitly stated in the Agreement and described with sufficient clarity, in which situation InSpark uses its best efforts.

ARTICLE 7. PRICES

7.1 All prices are exclusive of VAT and other levies that are or will be imposed by any government.

7.2 Unless otherwise agreed, all prices are in euros and Client makes all payments in euros.

7.3 All Performances by InSpark on behalf of Client are billed to Client as follows:
   a) non-recurring amounts: billed on the date of delivery or supply of the Performance;
   b) periodical amounts: billed in advance and payable from the date of delivery or factual use by Client;
   c) usage charges and amounts for time and materials: monthly in arrears.

7.4 Any (preliminary) quotations and/or offers of InSpark are indicative only. Client can never derive any rights or expectations from such quotations and/or offers.

7.5 InSpark is entitled to adjust its prices once each year, if InSpark's operations costs demonstrably increase as a direct result of a price increase by third parties who are subcontracted for the Agreement, or as a direct result of other increased operating costs connected to the Agreement.

7.6 As a result of inflation, InSpark is annually entitled increase its prices in accordance with the annual Dutch consumer price index for all households (CPI), as published by Statistics Netherlands (CBS).

ARTICLE 8. PAYMENT

8.1 Unless Parties have expressly agreed otherwise in writing, payment of invoices must take place within 30 days of the invoice date. Disputation of any invoice does not suspend the payment obligation for any fees.

8.2 InSpark has the right to require security from Client if legitimate doubt exists about Client's ability to fulfil its payment obligation. If the Client fails to provide sufficient security, InSpark is entitled to suspend its Performances under the Agreement, without being responsible or liable for any costs or damages of Client due to delay or non-performance as a result of the suspension.

8.3 Client is not entitled to counterbalance any amounts owed.

8.4 The payment period as mentioned in article 8.1 is of the essence ("*fatale termijn*"). If Client fails to complete a payment obligation in whole or in time, InSpark is also entitled to charge statutory interest ("*wettelijke handelsrente*") from the expiration of the due date until the date of full payment and to fair reimbursement of legal and out-of-court expenses and debt collection costs.

8.5 If InSpark has to file a claim for the amount due, the extrajudicial and judicial costs arising from this claim are at the expense of Client, with a minimum of €40,- and a maximum of 15% of the total amount of the invoices concerned, in accordance with the Netherlands Extrajudicial Collection Costs Decree ("Besluit vergoeding voor buitengerechtelijke incassokosten").

ARTICLE 9. TERMINATION FOR CAUSE ("ONTBINDING")

9.1 The Agreement may be terminated with immediate effect by either Party, by means of a registered letter, if the other Party:
   a) files for bankruptcy or becomes or is declared insolvent;
   b) is dissolved;
   c) materially breaches any of its obligations under this Agreement, after notice by means of a registered letter, in which a reasonable period of time is given to meet the obligation.

9.2 Upon termination of the Agreement, the claims of InSpark on Client is immediately due and payable.

ARTICLE 10. LIABILITY

10.1 The liability of InSpark due to any performance of Consultancy or Licenses, in whole or in part of the Performance, is limited to compensation for direct damages and under no circumstances exceeds the amount invoiced to Client, pursuant the Agreement, for a period of 12 months prior to the event that caused the liability. The liability of InSpark under no circumstances exceeds the amounts mentioned in article 10.1.

10.2 The total liability of each Party is limited to compensation for direct damages and under no circumstances exceeds the maximum amount of € 500.000,- per event and the maximum amount of € 1.000.000,- per year.

10.3 The aforementioned liability limitation(s) also include the possible financial obligations of Parties pursuant to a reversal obligation resulting from the termination for cause of the Agreement.

10.4 Parties, its subcontractors or service providers are under no circumstances liable for any consequential damages including, but not limited to: lost profits or lost revenues, stagnation damage, trading loss, business interruption or loss of business information, production failure, impairment of goods, trading loss, consequential loss, reputational damage and loss or damage to data carriers or data files.

10.5 Parties are under no circumstances liable for damages resulting from external software elements including, but not limited to, logic bombs, viruses, spyware, malware or worms.

10.6 Parties are never obliged to repair data that has been corrupted or lost as a result of malfunctions and/or maintenance.

10.7 A Party is under no circumstances liable for any damage resulting from its Performance if this Performance is based on incorrect and/or incomplete information provided by the other Party.

ARTICLE 11. FORCE MAJEURE

11.1 In the event of delay or non-performance arising out of or caused by, directly or indirectly, forces beyond a Party's control, including but not limited to: strikes, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, epidemics, governmental actions, and interruptions, loss or malfunctions of utilities, communications or computer (software and

hardware) services, the Performance may be suspended for the duration of the above mentioned force majeure situation.

11.2 Any Party involved in a force majeure situation informs the other Party immediately.

11.3 If, due to force majeure, any Performance is delayed by more than 2 months, each Party is entitled to terminate the Agreement with immediate effect upon receipt of written notice.

11.4 Parties are not responsible nor liable for any costs nor damages of the other Party due to delay or non-performance as a result of the suspension pursuant to article 11.1, nor due to termination pursuant to article 11.2.

ARTICLE 12. INTELLECTUAL PROPERTY

12.1 The intellectual or industrial property rights attached to all Existing IP, provided by a Party to the other Party under or pursuant to the Agreement remains vested in the Party or its suppliers and/or in the third party that the Party authorised to provide the other Party with the software, hardware or other items. The other Party obtains only those rights explicitly assigned in the Agreement.

12.2 Parties indemnify, hold harmless and defend each other against third-party claims related to alleged infringement of their intellectual or industrial property rights by software, hardware or other items provided by the providing Party in the execution of the Agreement, provided that the other Party:
   a) immediately informs the providing Party of such claims; and
   b) refrains from acknowledging the claims; and
   c) cooperates in putting up a defence against such claims.

12.3 The indemnification obligation ceases to exist if and to the extent that the alleged infringement is reasonably ascribable to misuse of or alterations to the software, hardware or other items by the other Party, its customers, associated companies, agents or subcontractors and, if the (alleged) infringement relates to an indirect infringement, or if the (alleged) infringement stems from a combination of the software, hardware or other items delivered for the Agreement with other products, software or elements not provided by the providing Party.

ARTICLE 13. NON-DISCLOSURE

13.1 Parties are obliged, both during this Agreement and after termination thereof, to keep confidential all confidential information that they have obtained from each other or from another source pursuant to the Agreement. Information is considered to be confidential if this has been communicated as such by the other party, if this arises from the nature of the information or if the confidential nature of the information can be deemed to be known to Parties.

13.2 Parties ensure that any subcontractors engaged by them and/or other third parties involved in the Performance have accepted the same confidentiality obligations as described in article 13.1.

13.3 No Party is allowed to communicate the other Party's methods, approaches and techniques, without the prior written permission of the other Party.

ARTICLE 14. PERSONAL DATA

14.1 If the General Data Protection Regulation (GDPR) applies to the Performance, Parties conclude an additional data processing agreement.

14.2 Parties act in accordance with the General Data Protection Regulation (GDPR) and other privacy-related laws and regulations.

ARTICLE 15. RISK

15.1 The risk of loss, theft, misappropriation or damage to software, codes, passwords, data, documents, data files or other information produced or used in relation to the execution of the Agreement, is transferred to Client as from the moment of delivery to Client or any person designated by Client.

15.2 No transfer of risk occurs from Client to InSpark, if software, codes, passwords, data, documents, data files or other information are temporarily in possession of InSpark for maintenance work. Client insures these risks and keeps them insured.

ARTICLE 16. APPLICABLE LAW AND DISPUTES

16.1 The Agreement is governed by Dutch law. The Agreement excludes application of the United Nations Convention on Contracts for the International Sale of Goods 1980.

16.2 Any disputes between Parties arising from or related to the Agreement will be exclusively submitted to a court of law with jurisdiction in Amsterdam.

ADDITIONAL TERMS AND CONDITIONS LICENSES

Article L1. Relevance
1.1 If Parties have agreed upon providing of Licenses, in whole or in part of the Performance, the following additional terms and conditions apply to this part of the Performance.

Article L2. Intellectual property rights
2.1 InSpark provides a non-exclusive, non-transferable, non-pledgable and non-sublicensable right of use of the agreed upon software and its accompanying documentation, for the duration of the Agreement.

Article L3. Duration
3.1 Each License takes effect on the day of effectuation of the Agreement until the last day of that calendar month. The duration is automatically renewed for one month at the applicable prices upon renewal.

Article L4. Payment
4.1 Upon purchase of a License, Client is not charged for any initial costs. Due payment of active Licenses is billed periodically up front. New Licenses added during the billed period are billed pro rata upon expiration of the first period.

4.2 A License is also active when Client has not yet assigned it to a user.

4.3 Taxes, levies and other additional costs due for the license fee are included in the license fee.

4.4 If after the agreed term of payment and after issuing a written warning, Client fails payment, InSpark is entitled to suspend the Licenses concerned. Any suspension does not affect Client's obligation to payment of the amount due. Upon receipt of the amount due, InSpark reactivates the Licenses concerned.

4.5 As from suspension until reactivation of the Licenses, Client is not obliged to payment of the license fee with regards to the suspended Licenses.

4.6 InSpark is not liable for any damages which occur due to the aforementioned suspension.

Article L5. Usage
5.1 Unless agreed upon in writing by Parties, Client never sells, rents out, disposes of or grants limited rights to, or make available to third parties the software and the carriers on which the software is or will be recorded, in any way whatsoever for whatever purpose or under whatever title. Nor Client grants, whether or not remotely (online), a third party access to the software or place the software with a third party for hosting, not even if the third party concerned only processes the software on behalf of Client.

5.2 InSpark is not obliged to maintain the software and/or provide support to users and/or administrators of the software.

5.3 Client is not entitled to modify the software in whole or in part without prior written consent of InSpark. InSpark is entitled to refuse permission or to grant permission subject to additional conditions. Client bears the full risk of all modifications made by or on behalf of Client by third parties.

5.4 InSpark makes no representations nor warranties, as to the suitability of the Licenses for the actual and/or intended use.

5.5 Client controls access by end users and is responsible and liable for their use of the Licenses in accordance with the Agreement and, if applicable, with additional terms of use.

Article L6. Audit
6.1 Client cooperates promptly upon request for an audit by or on behalf of InSpark regarding the compliance with the agreed limitations to the rights of use. Client grants access to its premises upon request of InSpark. InSpark treats any acquired confidential business information acquired pursuant to the execution of the audit and if not related to the use of the Licenses, as confidential.

Article L7. Indemnity
7.1 Client indemnifies InSpark for all damages claimed by third parties in relation to the usage of Licenses, including but not limited to Microsoft in relation to a breach of obligations in the Microsoft terms as mentioned in article 8.1.

Article L8. Microsoft
8.1 If InSpark provides Microsoft Licenses, the following terms additionally apply:
   a) Microsoft Customer Agreement
   b) Microsoft Product Terms
   c) Microsoft Online Services Terms
   d) Microsoft Privacy Statement

8.2 Client declares to be informed on, to agree with, and to stay up-to-date with the terms as mentioned in article L8.1.

8.3 Ordering, editing and cancellation of Licenses by Client takes place in the manner indicated by InSpark. Client is solely responsible for (timely) ordering, editing and cancelling its Licenses.

8.4 InSpark is not liable for incorrect and/or incomplete orders or cancellations made by Client.

8.5 Client ensures the lawfulness of processing on the basis of the General Data Protection Regulation (GDPR) before providing any personal details of any user to Microsoft.

ADDITIONAL TERMS AND CONDITIONS SOLUTIONS

Article S1. Relevance

1.1 If Parties have agreed upon performance of Solutions, in whole or in part of the Performance, the following additional terms and conditions apply to this part of the Performance.

Article S2. Definitions

2.1 In these additional terms and conditions, the following definitions apply:

 a) Data: all information and data of a Party which is provided to the other Party pursuant to the execution of the Agreement or is stored, spread or otherwise processed using the Performance.

 b) Exit Plan: the document in which Parties capture in what manner Parties will ensure a proper transfer of the Performance to the Client or its designated contractor after termination of the Agreement.

 c) Error: the substantial non-fulfilment of the Performance to the explicitly in writing agreed upon functional or technical specifications of the Performance. An Error only arises if such is attested and moreover, is reproducible.

 d) Custom Software: software which will be developed or modified by InSpark on behalf of Client.

 e) New IP: any datafiles, designs, analyses, plans, devices, techniques, inventions, information, object or source code, drawings, specifications, calculations, notes, manuals, reports, documentation and any other deliverable conceived, developed, authored, produced or acquired in the execution of the Agreement, including but not limited to Custom Software.

Article S3. Intellectual property rights

3.1 If any act or deed is required for the transfer of IP-rights, Parties cooperate to the transfer at first request of the other Party.

3.2 With due regard to the limitations and conditions hereinafter, InSpark provides a non-exclusive, non-transferable, non-pledgable and non-sublicensable right of use of Existing IP which is essential for the use of New IP, to Client for the duration of the Agreement. The right of use is exclusively assigned for internal objectives and non-commercial use, either for Client and third parties.

3.3 All rights to New IP are vested in InSpark.

Article S4. Acceptance

4.1 If Parties have not agreed upon an acceptance test, Client accepts the Performance "as is" at the moment the installation is completed.

4.2 Client is obliged to report Errors immediately. InSpark has no obligation with regard to any other defects in or to the Performance other than with regard to Errors.

4.3 If Parties have agreed upon an acceptance test, the test period is 14 days after completion of the installation. During the test period, Client is not entitled to use the Performance for productive or operational purposes.

4.4 If Parties have agreed upon an acceptance test, Client is obliged to assess whether the delivered Performance meets the functional or technical specifications expressly made known by InSpark, and if the Performance fully or partially includes Custom Software, to the explicitly functional or technical specifications agreed upon in writing.

4.5 If Parties have agreed upon an acceptance test, Client will perform the acceptance test with qualified personnel and with sufficient scope and depth.

4.6 The Performance will be considered accepted between Parties:

 a) If Parties have agreed upon an acceptance test: on the first day after the test period; or,

 b) if InSpark has received a test report from Client before the end of the test period: at the moment that the Errors referred to in the test report have been repaired, without prejudice to the presence of Errors that do not stand in the way of acceptance;

 c) if Client uses the Performance for productive or operational purposes: at the time of the relevant commissioning.

4.7 If the acceptance test shows that the Performance contains Errors, Client reports the test results to InSpark in writing, in a clear, detailed and comprehensible manner no later than on the last day of the test period. InSpark uses reasonable efforts to repair the aforementioned Errors within a reasonable period of time, whereby InSpark is entitled to implement temporary solutions and/or restrictions.

4.8 Client cannot withhold the acceptance of the Performance for reasons not related to the specifications explicitly agreed upon in writing and furthermore not due to the existence of defects that do not reasonably impede the operational or productive use of the Performance, without prejudice to InSpark's obligation to repair these defects. Acceptance can also not be withheld because of aspects of the Performance that can only be assessed subjectively, such as aesthetic aspects of user interfaces

4.9 If the Performance is delivered and tested in phases and/or parts, the non-acceptance of a particular phase and/or part does not affect the acceptance of an earlier phase and/or another part.

4.10 Acceptance of the Performance in one of the manners as referred to in this article will imply the discharge of InSpark for the fulfilment of its obligations regarding the provision and delivery of the Performance and, if the installation of the Performance has also been agreed upon by InSpark, of its obligations concerning the installation. Acceptance of the Performance does not affect Client's rights under article S4.9 regarding defects and article S8.1 regarding warranties.

Article S5. Delivery and installation of software

5.1 InSpark provides software on the agreed upon format data carrier or, in the absence of agreement on this subject matter, on a data carrier to be determined by InSpark or make the software available to Client through online delivery. Any user documentation agreed upon is provided in digital form in English

5.2 If agreed upon by Parties, InSpark installs the software at Client's location. In the absence of agreement on this subject matter, Client installs, sets up, parameterises and tunes the software as well

as adjust the used equipment and operating environment if necessary.

Article S6. Cooperation

6.1 Client ensures that all data, of which InSpark indicates the necessity or of which Client should reasonably understand the necessity, for the execution of the Agreement, is provided to InSpark complete, correctly and in a timely manner.

6.2 Client refrains from acts which impede, delay or prevent InSpark from performing its Performances properly.

6.3 InSpark is entitled to suspend its services on behalf of Client with immediate effect if Client does not comply with the obligations stated in article S6.1 and/or S6.2. InSpark is also entitled to charge the arised costs according to its usual prices, without prejudice to InSpark᾿s right to exercise any other legal and/or agreed upon right.

Article S7. Iterative development

7.1 If Parties use a development method that is characterized by the principle that the design and/or development of (parts of) the Custom Software is conducted in an iterative manner, and/or in the absence of agreed specifications or Performance(s) explicitly stated in writing and described with sufficient clarity, Parties accept that the Performance(s) agreed upon commencing is subject to change during the implementation of the Agreement, in good consultation, with due regard to a project approach suited for development method.

7.2 During the execution of the Agreement, Parties jointly decide in good consultation on the specifications that apply to the next phase of the project and/or to the subsequent part of the development. Client accepts the risk that the Custom Software does not necessarily meet the agreed specifications.

Article S8. Warranties

8.1 InSpark uses its reasonable efforts to repair Errors within a reasonable period if these Errors are submitted to InSpark in writing within 3 months of delivery or, if an acceptance test has been agreed upon, within 3 months of receival of the test report. InSpark makes no representations nor warranties, as to the suitability of the software for the actual and/or intended use. InSpark makes no representations nor warranties, as to the software operating without interruption and/or to reparation of Errors.

8.2 The repair of Errors is conducted at a location and in a manner to be determined by InSpark. InSpark is entitled to adapt temporary solutions or limitations to the software.

8.3 The repair obligation expires if Client modifies the software or assigns modifications to be made without written consent of InSpark.

8.4 In case of errors of use or improper use by Client or other causes not attributable to InSpark, InSpark is entitled to charge the costs of repair according to its usual prices.

8.5 InSpark is never obliged to repair corrupted or lost data.

8.6 InSpark has no obligation of any nature or kind in relation to Errors reported after the end of the warranty period referred to in article S8.1.

Article S9. Data

9.1 Data remains the sole and exclusive property of the providing Party. Parties only use the Data if necessary for the execution of the Agreement.

9.2 InSpark may not seek into Data which Client saves, spreads or otherwise processes in use of the Performance, unless this is required for a proper execution of the Agreement or the Performance, or unless InSpark is legally bound to do so. In this event, InSpark uses reasonable efforts to limit the processing.

9.3 InSpark returns the Data within a reasonable period of time after termination of the Agreement in a data format and manner determined by Client. After receipt of the Data by Client, InSpark destroys the Data immediately.

Article S10. Exit plan

10.1 Upon request of Client, Parties draft an Exit Plan in good consultation.

10.2 InSpark provides required cooperation in drafting the Exit Plan.

10.3 For drafting and execution of the Exit Plan by InSpark, the Consultancy conditions and prices of InSpark apply.

10.4 Parties ensure that the Exit Plan includes all activities required for a proper and uninterrupted transfer of the Performance to Client or its designated contractor. Therefore the Exit Plan includes, if relevant for the Performance, a full description of:
   a) the tasks that InSpark and Client perform with regard to the transfer of the Performance;
   b) the cooperation between InSpark and Client or its designated contractor;
   c) the data format in which and in what manner the Data is made available by InSpark;
   d) the duration and planning of the execution of the Exit Plan.

10.5 InSpark ensures that the Exit Plan is timely executed upon termination of the Agreement. If full execution of the Exit Plan before termination of the Agreement is impossible, the Exit Plan will be executed as soon as possible afterwards, under the terms and conditions as agreed upon in the Agreement, provided that upon termination of the Agreement the activities of InSpark is limited to the execution of the Exit Plan exclusively and InSpark is no longer obliged to provide any Performance as agreed upon in the Agreement.