

GENERAL TERMS AND CONDITIONS

GENERAL PROVISIONS

1. Offer and Agreement

- 1.1 The present general contractual terms and conditions ("General Terms and Conditions") shall apply to all offers, legal relationships and agreements under which a GPXS legal entity ("the Supplier") provides goods and/or services of whatever nature to its customer ("the Customer"). GPXS and the Customer are also referred to as a "party" and the "parties". Deviations from and additions to these General Terms and Conditions shall only be valid if they have been expressly agreed in writing and duly signed by both parties in a separate agreement.
- 1.2 All offers and other statements by the Supplier shall be without obligation, unless the Supplier expressly indicates otherwise in writing. The Customer warrants the accuracy and completeness of the measurements, requirements, performance specifications and other data on which the Supplier bases its offer and which have been stated by or on behalf of the Customer to the Supplier.
- 1.3 The application of the Customer's purchasing or other terms and conditions is expressly rejected.
- 1.4 If any provision of these General Terms and Conditions is declared null and void or annulled, the other provisions of these General Terms and Conditions shall remain in full force and the invalid provision shall be replaced by a valid one with similar purposes to the extent possible.
- 1.5 To the extent permitted by the applicable law, email is an acceptable form of communication between parties. Additional or limitative requirements shall be set out in the applicable agreements.

2. Price and Payment

- 2.1 All prices are in € and are exclusive of turnover tax (VAT) and other levies imposed by the government. In the applicable case such taxes and levies will be invoiced. Payment must be made net of bank charges.
- 2.2 The Supplier shall be entitled to adjust the applicable prices and rates by providing written notice and / or electronic communication at least three months in advance. If the Customer does not agree with the price adjustment, the Customer shall, within thirty days after the notice, be entitled to terminate the Agreement before the date on which the adjustment would have become effective.
- 2.3 The Parties shall record in the Agreement the date or dates on which the Supplier shall charge the Customer the fee for the agreed performance as well as the due dates for payment. In the absence of a specific provision, the Customer shall pay within thirty days after the invoice date. The Customer shall not be entitled to set off or to suspend a payment.
- 2.4 For any late payment and without any written demand or notice of default being necessary the Customer shall be charged a late payment interest of 12% per annum, accruable monthly, on the outstanding amount as well as a non refundable advance of 15% of the outstanding invoice (with a minimum of 250 €) for administrative and recovery costs. If the Customer does not pay after a written demand or notice of default within the term stated therein, the Customer shall, in addition to the total amount owed, be obliged to pay for all in-court and out-of-court recovery expenses, including expenses charged by external experts in addition to the costs determined at law. Payments shall be used in the first place to pay up the late payment interests and costs and subsequently for payment of the longest outstanding invoices. The Supplier shall be entitled to suspend the services until payment in full is received.

3. Term

- 3.1 The Agreement shall be entered into for the term agreed between the parties, in the absence of which a one-year term shall apply.
- 3.2 The term of the Agreement shall be tacitly extended each time by subsequent one year periods, unless the Customer or the Supplier terminates the Agreement in writing with due observance of a notice period of three months before the end of the period concerned.

4. Confidential Information, Solicitation of Employees and Privacy

- 4.1 Each of the parties warrants that all of the information received by the other party and known to be or should be known to be confidential in nature shall remain secret, unless a legal obligation mandates disclosure of that information. The party receiving the confidential information shall only use it for the purpose for which it has been provided. Information shall in any event be considered confidential if it is designated by either of the parties as such.
- 4.2 During the term of the Agreement and for one year after it is terminated, each of the parties shall not, unless it receives prior written permission from the other party, employ employees of the other party who are or were involved in executing the Agreement or otherwise have these

- employees work for it, directly or indirectly. As the occasion arises, the Supplier shall not withhold the permission concerned if the Customer has offered appropriate compensation.
- 4.3 To the extent that the Supplier collects personal information, it shall be exclusively used to: (i) provide the services; (ii) personalize the approach of the Customer; (iii) the handling of complaints or claims; (iv) improve efficiency of business processes or (v) prevention and detection of fraud and irregularities. The Customer has the right to verify the information and make corrections.
- 4.4 The Customer shall indemnify the Supplier against claims by persons whose personal data has been recorded or processed in connection with a register of persons maintained by the Customer or for which the Customer is responsible under law or otherwise, unless the Customer proves that the facts underlying the claim are solely imputable to the Supplier.
- 5. **Retention of Title and Rights, Specification, Possessory Lien and Reservation of Rights**
- 5.1 All objects delivered to the Customer shall remain the Supplier's property until all amounts owed by the Customer for the objects delivered or to be delivered or work performed or to be performed under the Agreement, as well as all other amounts which the Customer owes due to a breach of its payment obligation, have been paid in full to the Supplier.
- 5.2 A Customer acting as a reseller may sell and re-deliver all items subject to the Supplier's retention of title insofar as that is common in connection with its normal business operations. If the Customer creates a new object wholly or partly from the objects delivered by the Supplier, the Customer shall create that object solely for the Supplier and the Customer shall hold the newly created object for the Supplier until the Customer has paid all amounts owed under the Agreement; in that event, the Supplier shall possess all rights as the owner of the newly created object until the time the Customer makes full payment.
- 5.3 As the occasion arises, rights shall always be granted or transferred to the Customer on the condition that the Customer paid the agreed fees fully and in a timely manner.
- 5.4 Notwithstanding any delivery obligation, the Supplier may maintain possession of the objects, products, proprietary rights, information, documents, databases and interim or other results of the Supplier's services which have been received or generated in connection with the Agreement until the Customer has paid all amounts owed to the Supplier. This provision also applies in the event the Supplier has equipment in its possession for maintenance or repair purposes. 5.5 The Supplier is entitled to temporarily suspend the services in the event the Customer does not honour its obligations, this can entail a temporary disconnection.
- 6. **Risk**
- 6.1 The risk of loss or theft of, or damage to objects, products, software or data which are the subject of the Agreement shall pass to the Customer at the time they have been placed at the actual disposal of the Customer or an assistant used by the Customer.
- 7. **Intellectual or Industrial Property Rights**
- 7.1 All intellectual and industrial property rights to software, websites, databases, equipment or other materials developed or provided under the Agreement, such as analyses, designs, documentation, methodologies, know-how, articles, tests, reports, offers, as well as preparatory materials in that regard, shall be held solely by the Supplier, its licensors or its suppliers. The Customer shall only acquire the rights of use expressly granted in these Terms and Conditions and by law. Any other or more extensive right of the Customer to reproduce software, websites, databases or other materials shall be excluded. A right of use to which the Customer is entitled shall be non-exclusive and non-transferable to third parties.
- 7.2 If, in deviation from Article 7.1, the Supplier is prepared to undertake to transfer an intellectual or industrial property right, such an obligation may only be entered into expressly in writing. If the parties expressly agree in writing that intellectual or industrial property rights regarding software, equipment or other materials specifically developed for the Customer shall be transferred to the Customer, this shall not affect the Supplier's right to apply and to use, either for itself or for third parties, the parts, general principles, ideas, designs, documentation, works, programming languages and the like underlying that development, without any limitation on other purposes. Nor shall a transfer of intellectual or industrial property rights affect the Supplier's right to undertake developments for itself or third parties which are similar to those done for the Customer.
- 7.3 The Customer shall not be allowed to remove or modify any designation concerning the confidential nature or concerning copyrights, trademarks, business names or other intellectual or industrial property rights from the software, databases, equipment or materials.
- 7.4 The Supplier shall be allowed to take technical measures to protect the software or with a view to agreed restrictions in the duration of the right to use the software. The Customer shall not be allowed to remove or evade such a technical measure.

- 7.5 The Supplier shall indemnify the Customer against any third-party cause of action based on the claim that software, databases, equipment or other materials developed by the Supplier itself infringe an intellectual or industrial property right applicable in the European Union, on the condition that the Customer immediately informs the Supplier in writing about the existence and substance of the cause of action and lets the Supplier handle the matter completely, including with respect to agreeing to any settlements. To that end, the Customer shall provide the necessary powers of attorney, information and cooperation to the Supplier to defend - if necessary, in the Customer's name - against these causes of action. This indemnification obligation shall be extinguished if the alleged infringement relates (i) to materials provided by the Customer to the Supplier for use, adaptation, processing or incorporation, or (ii) to changes the Customer has made or caused third parties to make to the software, databases, equipment or other materials. If it has been established in court that the software, databases, equipment or other materials developed by the Supplier itself infringe any intellectual or industrial property right held by a third party or if, in the Supplier's judgment, it is likely that such infringement will occur, the Supplier shall, if possible, ensure that the Customer can continue to have undisturbed use of the delivered objects, or functionally equivalent other software, equipment or the other materials concerned, for example, by modifying the infringing parts or by acquiring a right of use for the Customer. If, in its exclusive judgment, the Supplier cannot ensure or cannot ensure except in a manner that is unreasonably burdensome (financially or otherwise) for it that the Customer can continue to have undisturbed use of the delivered objects, the Supplier shall take back the delivered objects, with crediting of the acquisition costs minus a reasonable user's fee. The Supplier shall not make its choice in this regard until after the Customer has been consulted. Any other or more extensive liability or indemnification obligation on the Supplier's part due to the infringement of a third party's intellectual or industrial property rights shall be completely excluded, including liability and indemnification obligations on the Supplier's part for infringements caused by using the software, databases, equipment and/or materials delivered (i) in any form not modified by the Supplier, (ii) in connection with objects or software not delivered or furnished by the Supplier or (iii) in another manner besides that for which the equipment, software, databases and/or other materials were developed or intended.
- 7.6 The Customer warrants that there are no third-party rights that are inconsistent with providing the Supplier with equipment, software, databases, or other materials, including draft material, intended for use, adaptation, installation or incorporation (for example, in a website). The Customer shall indemnify the Supplier against any action based on the claim that such provision, use, adaptation, installation or incorporation infringes a third-party right.
8. **Cooperation by the Customer; Telecommunications**
- 8.1 The Customer shall always furnish the Supplier in a timely manner with all data or information which is useful and necessary to execute the Agreement properly and provide full cooperation, including access to its buildings. If the Customer utilises its own employees in cooperating in the execution of the Agreement, these employees shall possess the necessary know how, experience, abilities and availability.
- 8.2 The Customer shall bear the risk of selecting, using and applying in its organization the equipment, software, databases and other products and materials and the services to be provided by the Supplier, and shall also be responsible for the monitoring and security procedures and proper system management.
- 8.3 If the Customer furnishes software, materials, databases or data to the Supplier on a data carrier, this carrier shall meet the specifications prescribed by the Supplier.
- 8.4 If the Customer does not provide the Supplier with the data, equipment, software or employees necessary to execute the Agreement, or does not provide this in a timely manner or in accordance with the agreements made, or if the Customer otherwise does not fulfill its obligations, the Supplier shall be entitled to suspend execution of the Agreement in whole or in part, and it shall be entitled to charge the ensuing expenses in accordance with its usual rates, all of this without prejudice to the Supplier's right to exercise any other legal right.
- 8.5 In the event that employees of the Supplier perform work on-site at the Customer's, the Customer shall provide the necessary facilities free of charge, such as a working space with computer and telecommunications facilities. The working space and facilities shall comply with all applicable statutory and other requirements and provisions concerning working conditions. The Customer shall indemnify the Supplier against claims by third parties, including the Supplier's employees, who, in executing the Agreement, suffer injury that is the result of acts or omissions by the Customer or of unsafe situations in its organization. The Customer shall provide timely notice to the Supplier's employees about security rules applicable within its organization.
- 8.6 If, in executing the Agreement, telecommunications facilities, including the Internet, are used, the Customer shall be responsible for properly selecting these and making them available in a timely and sufficient manner, except for those facilities directly used and managed by the Supplier. The

- Supplier shall never be liable for damage or expenses due to transmission errors, malfunctions or the non-availability of these facilities, unless the Customer proves that this damage or these expenses resulted from intentional acts or omissions or gross negligence on the part of the Supplier or its managers. If telecommunications facilities are used in executing the Agreement, the Supplier shall be entitled to assign access or identification codes to the Customer. The Supplier may change the assigned access or identification codes. The Customer shall treat the access codes as confidential and with due care and shall only disclose them to authorized employees. The Supplier shall never be liable for damage or expenses resulting from misuse of access or identification codes.
9. **Delivery Periods**
- 9.1 All delivery and other periods stated or agreed by the Supplier have, to the best of its knowledge, been determined based on data known to the Supplier when it entered into the Agreement. The Supplier shall exert its best efforts to observe agreed delivery and other periods as much as possible.
- 9.2 The mere fact that a stated or agreed delivery or other period has been exceeded shall not cause the Supplier to be in default. In all cases, hence, even if the Parties have expressly agreed on a firm date in writing, the Supplier shall not be in default because of a time period being exceeded until the Customer has provided it with a written and duly substantiated notice of default.
- 9.3 The Supplier shall not be bound by firm or non-firm delivery or other periods which can no longer be met on account of circumstances beyond its control which have occurred after the Agreement was concluded. Nor shall the Supplier be bound by firm or non-firm delivery periods if the Parties have agreed to modify the substance or scope of the Agreement (additional work, change in specifications etc.). If any period threatens to be exceeded, the Supplier and Customer shall consult with each other as soon as possible.
10. **Termination of the Agreement**
- 10.1 A party shall only be entitled to terminate the Agreement (a) by written notice three months before an annual renewal date or (b) for a breach of contract if the other party imputably fails to perform material obligations under the Agreement in which case a written and substantiated notice of default needs to be sent stating a reasonable time period to remedy the alleged breach.
- 10.2 Each of the parties may partly or completely terminate the Agreement in writing with immediate effect and without a notice of default if the other party is granted a suspension of payments, if a petition for liquidation is filed with regard to the other party or if the other party's business is wound up or terminated for other reasons besides a business reconstruction or merger. The Supplier shall never be obliged on account of this termination to refund funds already received for services / material delivered or to pay damages. In the event of the Customer's liquidation, the right to use software provided to the Customer shall be extinguished by law.
- 10.3 If, at the time of the termination referred to in Article 10.1, the Customer already received performance in connection with execution of the Agreement, this performance and the related payment obligation shall survive termination and remain fully payable.
- 10.4 The customer cannot cancel or change any signed order. If a cancellation or a change is requested by the customer, GPXS is entitled to refuse and / or charge an administrative fee before approving the cancellation / change. By lack of GPXS' written consent, the invoices pertaining to the order are fully due upon maturity date.
11. **Supplier's Liability; Maximum Indemnity**
- 11.1 The Supplier's total liability for failure to perform the Agreement shall be limited to compensating direct damage, up to at most the amount of the price (exclusive of VAT) stipulated for that Agreement. If the Agreement is primarily a continuing performance agreement with a term exceeding one year, the price stipulated for the Agreement shall be set at the total of the fees (exclusive of VAT) stipulated for one year (of the Agreement existed for a lesser period the liability is pro rated accordingly). The total compensation for direct damage shall not, however, in any case exceed EUR 250,000. "Direct damage" shall solely mean:
- reasonable expenses which the Customer would have to incur to make the Supplier's performance conform to the Agreement; this alternative damage shall not be compensated, however, if the Agreement is rescinded by or at the suit of the Customer;
 - reasonable expenses which the Customer has incurred out of necessity to keep its systems and related facilities operating longer because of the late delivery;
 - reasonable expenses incurred to determine the cause and scope of the damage, insofar as the determination relates to direct damage within the meaning of these Terms and Conditions;
 - reasonable expenses incurred to prevent or mitigate damage, insofar as the Customer demonstrates that these expenses resulted in mitigation of direct damage within the meaning of these Terms and Conditions.

- 11.2 The Supplier's extra contractual liability for injury or damage through death or injury or because of material damage to objects shall never exceed EUR 1,250,000 (one million two hundred and fifty thousand euros).
- 11.3 The Supplier's liability for indirect and consequential damage, consequential loss, lost profits, lost savings, loss of goodwill, damage through business interruptions, damage ensuing from claims by the Customer's customers, mutilation or loss of data, damage relating to the use of objects, materials or software of third parties prescribed by the Customer for the Supplier, damage relating to engagement of suppliers prescribed by the Customer for the Supplier and all other forms of damage or injury besides those mentioned in Article 11.1 and 11.2, on any account whatsoever, is explicitly excluded.
- 11.4 The limitations mentioned in the preceding paragraphs of this Article 11 shall not apply if and insofar as the damage or injury is the result of intentional acts or omissions or gross negligence by the Supplier or its managers.
- 11.5 The Supplier's liability shall only arise if the Customer immediately and properly provides a written notice of default to the Supplier, with a reasonable cure period. The notice of default must contain a detailed description of the breach, as complete and specific as possible, so as to enable the Supplier to respond to / remedy such breach adequately.
- 11.6 The Customer must always report the damage or injury to the Supplier in writing as soon as possible after it occurs. Any claim to damages against the Supplier shall be extinguished by the mere lapse of 15 days after the claim arises; unless it was impossible to provide the notice. All claims expire after the lapse of 1 year, unless applicable laws provide otherwise.
- 11.7 The Customer shall indemnify the Supplier against all third party claims because of product liability ensuing from a defect in a product or system which delivered by the Customer to a third party and which partly consisted of equipment, software or other materials delivered by the Supplier, except if and insofar as the Customer proves that the damage or injury was directly caused by that equipment, software or other materials.
- 11.8 The provisions in this Article shall also apply for the benefit of all legal and natural persons engaged by the Supplier for the execution of the Agreement.
- 12. Force Majeure**
- 12.1 A party shall not be obliged to perform any obligation if and as long as it is prevented from doing so by a situation of force majeure. "Force majeure" shall also include a situation of force majeure for the Supplier's suppliers, improper performance of obligations by suppliers prescribed by the Customer for the Supplier (e.g. interruption in companies or organisation on whose services the Supplier relies to perform its own services such as telecom operators), as well as defects in objects, materials or software of third parties which the Customer has required the Supplier to use and of social disorder. The party who invokes a situation of force majeure needs to inform the other party immediately in writing.
- 12.2 If a situation of force majeure lasts for more than 90 days, the Parties shall be entitled to terminate the Agreement by rescinding it in writing. What has already been performed pursuant to the Agreement shall in that case be settled proportionately, without the Parties otherwise owing each other anything.
- 13. Applicable Law and Disputes**
- 13.1 The applicable law and competent courts are stipulated in the agreement with the Customer. By failure of a choice of law and forum the following provisions shall apply. Dutch law shall govern the Agreements between the Supplier and the Customer and the courts of Amsterdam shall be exclusively competent. The Vienna Sales Convention of 1980 is expressly excluded.

SERVICES – GENERAL

In addition to the General Provisions in these General Terms and Conditions, the provisions set forth in this Chapter "Services" shall apply if the Supplier provides services, such as advice, studies, consultancy, study programmes, training sessions, support, hosting, installation, implementation or management of software or information systems and network services. These provisions shall not affect the further provisions included in these General Terms and Conditions concerning specific services, such as computer services, development of software, hosting, training and maintenance.

14. Performance

- 14.1 The Supplier shall, to the best of its ability, do its utmost to perform the services with due care and, where appropriate, in accordance with the agreements and procedures recorded in writing with the Customer. All of the Supplier's services shall be performed on the basis of a best efforts

- obligation, unless and insofar as the Supplier has expressly committed to a result in the written Agreement. Any agreements concerning a service level must always be expressly agreed in writing.
- 14.2 If it has been agreed that the services shall be provided in stages, the Supplier shall be entitled to postpone the start of the services which are part of a stage until the Customer has approved the results of the preceding stage in writing or until full payment for the previous stage is received.
- 14.3 In performing the services, the Supplier shall only be obliged to follow timely and sensible instructions of the Customer if this has been expressly agreed in writing. The Supplier shall not be required to follow instructions which change or supplement the substance or scope of the agreed services; if such instructions are followed, however, the work in question shall be compensated pursuant to Article 15.
- 14.4 If a services agreement has been entered into with a view to performance by a particular person, the Supplier shall always be entitled to replace this person after consultation with the Customer by one or more other persons with the same qualifications.
- 15. Modification and Additional Work**
- 15.1 If, at the request of or with prior consent from the Customer, the Supplier performs work or renders other performances beyond the substance or scope of the agreed services, the Customer shall pay for that work or performance according to the Supplier's usual rates. The Supplier shall however never be obliged to agree to perform additional work, and may require that a separate and prior written agreement be concluded.
- 15.2 The Customer accepts that extra work or performance as referred to in Article 15.1 may affect the agreed or expected time of completion of the services and the mutual responsibilities of the Customer and Supplier. The fact that additional work (or the need for it) arises during execution of the Agreement shall never be a ground for the Customer to rescind or terminate the Agreement.
- 15.3 Insofar as a fixed price has been agreed for the services, the Supplier shall, upon request, inform the Customer in writing in advance about the financial consequences of the extra work or performance.
- 16. Security, Privacy and Retention Periods**
- 16.1 The Supplier shall comply with the statutory obligations regarding personal data processors. The Supplier shall employ appropriate technical and organizational measures to protect personal and other data against loss or against any form of unlawful processing.
- 16.2 The Customer shall indemnify the Supplier against all third-party claims against the Supplier for a violation of a personal data protection act and/or other laws concerning processing personal data. The Customer shall indemnify the Supplier against all claims of third parties, including government bodies, which may be filed against the Supplier because of a violation of the laws concerning the statutory retention periods.

HOSTING SERVICES

17. Conditions Of Use

- 17.1 The Supplier aims at providing high quality hosting services for its wireless solutions with a continuous availability 7/7 days and 24/24 hours (excluding pre-announced maintenance periods and periodical precautionary reboots) without interruptions or loss of quality. However due to the nature of the services and the number of intermediary parties involved, this result cannot be guaranteed (e.g. risk of loss of internet connections or the communications infrastructure managed by Research in Motion).
- 17.2 The Customer must follow reasonable instructions from the Supplier in order to obtain and maintain the best quality of hosting services and the Customer is responsible for using properly functioning infrastructure, software and continued connection to the hosted service.
- 17.3 The Customer must take appropriate measures (back ups) to avoid loss of data and breaches of security. The Supplier shall not be liable for damages due to loss of data, breaches of security, loss of time or damage to the Customer's hardware or software due to harmful software (e.g. viruses).
- 17.4 The Customer is not allowed to use the hosting services for illegitimate and / or inappropriate purposes (e.g. spamming) and shall hold the Supplier fully harmless in this respect.

18. Maintenance & Interruptions

- 18.1 The Supplier's infrastructure is continuously being improved. The Supplier may suspend (part of) the services and / or network for maintenance and / or upgrading purposes. The services shall not be suspended without an absolute necessity. Possible interruptions shall be announced duly

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- beforehand, unless it involves short or limited interruptions of which a general announcement cannot be expected.
- 18.2 The Customer needs to provide the Supplier with the necessary information to maintain and / or reactivate its connections.
- 18.3 The Customers needs to report any problems or interruptions as soon as possible to the Supplier.
19. **Environment Requirements, Installation**
- 19.1 The Customer shall ensure an environment that meets the requirements specified by the Supplier for the equipment in any particular case (for example, concerning temperature, humidity, technical environment requirements, fire prevention and the like).
- 19.2 The Customer shall not be entitled to connect equipment and systems not delivered by the Supplier to the equipment sold to the Customer and to install software not delivered by the Supplier on it. The Customer shall be responsible for the costs of examining and remedying malfunctions which occur through connecting equipment not delivered by the Supplier or installing software not delivered by the Supplier.
- 19.3 If the Supplier has undertaken to perform installation, the Customer shall provide a suitable installation site with all necessary facilities, such as cable work and telecommunications facilities, before delivery of the equipment and follow all instructions of the Supplier necessary for the installation.
- 19.4 The Customer shall bear the risk of loss or theft of or damage to the equipment during the period that the Customer has the equipment in its possession and shall hold the Supplier fully harmless in this respect. The Customer shall be responsible for insuring this risk.
20. **Guarantee and Repairs**
- 20.1 The Supplier shall do its utmost to fix, to the best of its ability, any defective material and manufacturing defects in the equipment delivered by the Supplier in connection with the guarantee or maintenance within a reasonable time period and free of charge, if these have been reported, with a detailed description. In the applicable case manufacturer's guarantees shall apply. If, in the Supplier's reasonable judgment, repairs are not possible, will take too long or will entail disproportionately high costs, the Supplier shall be entitled to replace the equipment free of charge with other, similar, but not necessarily identical, equipment. The guarantee shall not include data conversion which is necessary due to repairs or replacement. All parts replaced shall be the property of the Supplier. The guarantee obligation shall be extinguished if the defective material or manufacturing defects result in whole or in part from incorrect, careless or incompetent use, from external causes such as fire or water damage, or if, without the Supplier's permission, the Customer makes changes or causes changes to be made to the equipment or to the parts delivered by the Supplier in connection with the guarantee or maintenance. The Supplier shall not withhold such permission on unreasonable grounds.
- 20.2 To enable the Supplier to perform the necessary maintenance and repair work, the Customer shall give the Supplier access to the installation site during the Supplier's normal working days and hours. The Customer shall immediately inform the Supplier after a malfunction occurs in the equipment by having one of its employees with expertise in this area draw up a detailed description of the malfunction.
- 20.3 Before equipment is provided to the Supplier for maintenance, the Customer shall ensure that a proper and complete back-up copy has been made.
- 20.4 The Supplier shall charge work and repair costs falling outside the scope of this guarantee in accordance with its usual rates.
21. **Training Sessions, Study Programmes and Courses**
- 21.1 All fees must be paid in full within the time specified in the program materials to guarantee a place. Reservations made on a provisional basis are not binding. The Supplier reserves the right to cancel reservations and subscriptions in case of late payment. Public program fees are payable one month before the program's starting date or upon receipt of the invoice if it is issued less than a month before date. Customised program fees are payable within 10 days of date of invoice. Membership fees are payable immediately upon receipt of invoice.
- 21.2 If the Customer wishes to make any alteration to a booking after it was confirmed by the Supplier, The Supplier will do its best to accommodate the request which must be specified in writing. An amendment fee of EUR 50 per person per alteration (e.g. substitution by another person) will be made to cover the necessary administration costs incurred. If the Customer cancels the Course, the customer must provide the Supplier with a cancellation notice seven (7) calendar days prior to the said Course's commencement in order to receive a full refund. The Customer must send the cancellation notice for the Course to training@gpxs.net. If the cancellation notice is not received at least seven (7) days prior to the commencement of the Course, the Customer will be

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- responsible for fifty percent (50%) of the tuition for the Course. If the Customer provides a cancellation notice less than twenty-four (24) hours prior to the commencement of the Course, the Customer will be responsible for the full tuition amount for such Course. Trainings or sets of trainings ordered beforehand must be used within the time frame indicated for the particular training. By default a period of 3 months shall apply, irrespective of shorter periods or alterations as provided for in article 21.3 below.
- 21.3 If the Supplier alters the program date and/or content, it will advise the Customer as soon as reasonably possible. The Customer will then have the choice of accepting the alteration or taking an alternative program if the Supplier is able to offer one (and where the price is lower, Supplier will refund the difference), or withdrawing from the contract and accepting a full refund of all monies paid, excluding any amendment charges. The Supplier reserves the right in any circumstance to cancel a program. If the program is cancelled, the Customer will have the choice of taking an alternative program if the Supplier is able to offer one (and where the price is lower, Supplier will refund the difference), or withdrawing from the contract and accepting a full refund of all monies paid. If the Supplier is prevented from delivering a program due to force majeure, it may cancel the agreement in question and refund any payments or a pro rata portion thereof or reschedule the service on agreement with the Customer. The Supplier has the right for any reason to change staff for any program without notice prior to or during the course of any program.
- 21.4 The Customer is solely responsible for deciding whether any service offered by the Supplier is suitable, and should inform itself in advance of the service details and the criteria and requirements for participants. The Supplier disclaims any warranty, express or implied, with respect to the suitability or results of the programs.
- 21.5 No part of any program may be considered to be the provision of professional advice that may be relied on by any particular Customer (such as, without limitation, investment, legal, accounting or financial advice). Liability for any recommendation or advice of any kind in any program materials, reports, or other learning materials is strictly excluded.
- 21.6 The Customer is bound to comply with any of the Supplier's policies or regulations concerning any particular program or in relation to using the Supplier's facilities. The Supplier reserves the right to remove any participant from a program for material non-compliance or unsuitability, in which case no refund will be due.
- 21.7 The Supplier's maximum liability for failure to deliver contracted services is strictly limited to the amount of fees paid in connection with such services.
- 21.8 All materials generated for use by the Customer may be used for authorized internal purposes but may not be reproduced, distributed or exploited for any other purpose without the express written authorization of the Supplier. Any useful concepts, methods, procedures, processes and improvements of any nature, made or conceived during the delivery of any programs shall remain the sole intellectual property of the Supplier.

SOFTWARE USE AND MAINTENANCE

- In addition to the General Provisions, the provisions set forth in this Chapter "Software Use and Maintenance" shall apply to all software provided by the Supplier, meaning computer software in a form which is readable for a data processing machine and recorded on material which is readable for such a machine, as well as to related documentation, all of this including any new versions to be furnished by the Supplier and websites.
22. **Right of Use**
- 22.1 Subject to the provisions in Article 7, the Supplier shall grant the Customer the non-exclusive right to use the software. The Customer shall always strictly comply with the use restrictions agreed between the Parties. Subject to the other provisions in these General Terms and Conditions, the Customer's right of use shall only include the right to load and run the software.
- 22.2 The Customer may only use the software in its own company or organisation on the one processing unit and for a specific number or type of users or terminals for which the right of use has been furnished. Insofar as not otherwise agreed, the Customer's processing unit on which the software is used for the first time and the number of terminals connected to that processing unit at the time of initial use shall be considered the processing unit and number of terminals for which the right of use has been furnished. In the event there is a malfunction in the aforementioned processing unit, the software can be used on another processing unit for the duration of the malfunction. The right of use may pertain to multiple processing units insofar as this is expressly apparent from the Agreement.
- 22.3 The right of use shall not be transferable. The Customer shall not be allowed to sell, lease, sub license or alienate the software and data carriers on which it has been recorded, grant restricted

rights to this software or these data carriers or provide them to a third party in any manner or for any purpose whatsoever, give a third party remote or non-remote access to the software or place the software with a third party for hosting, not even if the third party in question will only use the software for the Customer's benefit. The Customer shall not modify the software except in connection with fixing errors. The Customer shall not use the software to process data for third parties ("time-sharing"). The software's source code and the technical documentation generated in developing the software shall not be made available to the Customer, not even if the Customer is prepared to pay financial compensation for making them available. The Customer acknowledges that the source code is confidential in nature and that it includes the Supplier's trade secrets.

- 22.4 The Customer shall immediately return all copies of the software in its possession to the Supplier after the right to use the software ends. If the Parties have agreed that the Customer shall destroy the copies concerned when the right of use ends, the Customer shall provide written notice of such destruction to the Supplier immediately.
- 23. Guarantee**
- 23.1 The Supplier shall do its utmost to fix errors in the software within a reasonable time period if they have been reported in writing and in detail to the Supplier.
- 23.2 The Supplier does not warrant that the software shall operate without interruption, errors or other defects or that all errors and other defects shall be corrected. Repairs shall be performed free of charge, unless the software has been developed at the Customer's instruction other than for a set price, in which case the Supplier shall charge the repair costs according to its usual rates. The Supplier may charge the repair costs according to its usual rates if there have been operating errors or improper use on the Customer's part or other causes not imputable to the Supplier or if the errors could have been ascertained when the agreed acceptance test was conducted.
- 23.3 The guarantee shall not include fixing mutilated or lost data. The guarantee obligation shall be extinguished if the Customer makes changes or has changes made to the software without the Supplier's written permission, which permission shall not be withheld on unreasonable grounds.
- 23.4 Errors shall be fixed remotely or at a location to be determined by the Supplier. The Supplier shall be entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software.
- 23.5 The Supplier shall not have any obligations concerning fixing errors reported after the expiry of the guarantee period, unless the Parties have concluded a maintenance agreement which includes such a duty to fix.
- 24. Maintenance**
- 24.1 If a maintenance agreement has been concluded for the software or if the user's fee for the software includes maintenance, the Customer shall provide detailed notice to the Supplier of the errors observed in the software in accordance with the Supplier's usual procedures. After receiving the notice, the Supplier shall, to the best of its ability, do its utmost to fix errors and/or to make improvements in later, new versions of the software. Depending on the urgency, the results shall be provided to the Customer in the manner and within the time period to be determined by the Supplier. The Supplier shall be entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software. In the absence of express agreements in this regard, the Customer itself shall install, set up, design parameters for and tune the corrected software or the new version provided and, if necessary, adjust the equipment and user environment used in this connection. Unless expressly otherwise agreed, the Supplier shall not be required to convert data.
- 24.2 During the term of a maintenance agreement, the Supplier shall provide improved versions of the software to the Customer when they become available. The Supplier shall no longer be required to fix any errors in the old version or to provide support regarding an old version three months after an improved version becomes available. In providing a version with new options and functions, the Supplier may require the Customer to enter into a new agreement with the Supplier and to pay a new fee for this version being made available.
- 24.3 If the Customer does not enter into a maintenance agreement with the Supplier at the same time that the agreement to provide the software is concluded, the Supplier cannot be required to enter into a maintenance agreement at a later time.
- 25. Third Party Software**
- 25.1 If and insofar as the Supplier provides software from third parties to the Customer, those third parties' terms and conditions shall replace the provisions in these Terms and Conditions and shall apply with regard to that software, provided that the Supplier notifies the Customer in writing. The Customer shall accept the aforementioned third party terms and conditions.

HARDWARE

In addition to the General Provisions in these General Terms and Conditions, the provisions set forth in this Chapter "Sale of Equipment" shall apply if the Supplier sells equipment to the Customer. Insofar as the purport of the following provisions is not inconsistent with this, the term "equipment" shall also include separate equipment parts.

- 26. Selection, Delivery and Risk**
- 26.1 The Customer shall bear the risk of selecting the equipment purchased. The Supplier shall not warrant that the equipment is appropriate for the use intended by the Customer, unless the intended uses have been clearly specified without reservation in the written purchase agreement between the Parties.
- 26.2 The equipment sold by the Supplier to the Customer shall be delivered to the Customer at the site of the Supplier's warehouse. The Supplier shall deliver the equipment sold to the Customer or have this delivered at a location to be designated by the Customer only if this has been agreed in writing. The Supplier shall inform the Customer before delivery in as timely a manner as possible of the time which it or the carrier used intends to deliver the equipment. The delivery times indicated by the Supplier shall always be indicative.
- 26.3 Equipment shall be delivered at the agreed location for the agreed purchase price. Unless expressly otherwise agreed, the equipment's purchase price shall not include the costs of transport, insurance, rigging and hoisting, leasing temporary facilities and the like.
- 26.4 The risk of loss and theft of and damage to the equipment shall pass to the Customer when it is delivered to the Customer. If a carrier is used for the delivery (whether or not at the Customer's request or instruction), the risk of loss, theft and damage shall, however, already pass to the Customer when the equipment is delivered to the carrier.
- 26.5 The Supplier shall package the equipment in accordance with the usual standards it applies. If the Customer desires a specific manner of packaging, it shall bear the related additional costs. The Customer shall handle the packaging released with the products delivered by the Supplier in a manner that is consistent with the applicable government regulations. The Customer shall indemnify the Supplier against third-party claims based on non-compliance with such regulations.
- 27. The Equipment of the Supplier's Supplier**
- 27.1 If and insofar as the Supplier provides equipment from third parties to the Customer, those third parties' terms and conditions shall replace the deviating provisions in these Terms and Conditions and shall apply with regard to that equipment, provided that the Supplier notifies the Customer in writing.
- 27.2 The Customer accepts the aforementioned third party terms and conditions. These terms and conditions shall be made available for the Customer's inspection at its request. If and insofar as the aforementioned third-party terms and conditions are deemed or declared inapplicable to the relationship between the Customer and the Supplier for whatever reason, the provisions in these General Terms and Conditions shall fully apply.