

General Terms and Conditions Interactive Blueprints B.V.

General terms and conditions in relation to offers, sale, use and delivery of the (software)products of Interactive Blueprints B.V., with statutory seat at Rijssen, in the Municipality of Rijssen-Holten, the Netherlands, registered at the trade register with the Chamber of Commerce Oost-Nederland, the Netherlands under number 53977599 (hereinafter: "Interactive Blueprints").

Version June 2013

1. Applicability and Language

- 1.1 These general terms and conditions apply to all offers, orders and/or agreements between Interactive Blueprints and customers, business partners and/or development partners (hereinafter collectively: the "customers") in relation to the sale, delivery and/or the granting of a right (license) to use the (software) products of Interactive Blueprints, all to the extent parties have not agreed in writing otherwise. The applicability of any general terms and conditions which may be used by the customer is explicitly excluded, and such general terms and conditions will in no event bind Interactive Blueprints, unless Interactive Blueprints has explicitly accepted in writing these general terms and conditions of the customer.
- 1.2 In the event the customer has entered into an agreement with Interactive Blueprints under these terms and conditions once, the customer is deemed to tacitly agree with the applicability of these general terms and conditions to any and all repeating offers and/or orders and/or to any future agreements to be entered into with Interactive Blueprints.
- 1.3 Interactive Blueprints is entitled to unilaterally change these general terms and conditions. [Where possible the customer will be notified of such changes two (2) months before the changes come into effect. The customer is entitled to terminate an agreement within two (2) weeks after Interactive Blueprints has announced the changes to these general terms and conditions if the changes are material and/or unreasonable onerous for the customer. In that event the agreement will terminate at the time the changes come into effect. Such termination will not result in reimbursements of any (license) fees to the customer.] In the absence of a written, express objection against the announced changes within the stated period the customer is deemed to have accepted the changes.
- 1.4 These general terms and conditions are written in Dutch and English.

2. Contract, duration and termination of agreements

- 2.1 Interactive Blueprints will contract with the customer as follows:
 - a. by means of a written offer subject to contract from Interactive Blueprints to the customer, which offer is accepted by the customer in writing within the term for acceptance as referred to in the offer, provided that Interactive Blueprints is at any time entitled to revoke the relevant offer in writing within two (2) days following the date of receipt of the written acceptance from the customer;
 - b. by means of Interactive Blueprints accepting in writing an order and/or order form of the customer, provided that Interactive Blueprints at any time is entitled to reject such order and/or order form within fifteen (15) days following the date of receipt of the order and/or order form by Interactive Blueprints without stating the reason thereto;
 - c. by means of entering into a (framework) agreement with the customer.
- 2.2 An agreement will be entered into for the term as referred to in that agreement and shall be automatically renewed for successive periods of one (1) year. The agreement may be terminated in writing in accordance with the provisions of the agreement, as follows:
 - a. by either party by the end of the initial contract period by giving one (1) month's written notice;
 - b. by either party at any time after completion of the initial contract period by giving three (3) month's written notice;
 - c. Interactive Blueprints and/or the customer furthermore are entitled to terminate the agreement with immediate effect and without judicial intervention being required, in the event that:

- i. the other party fails to perform or breaches any obligations, guarantee, duty or responsibility to the other and does not within thirty (30) days of having been given written notice of such failure, breach or default remedy such;
 - ii. the other party files a petition in bankruptcy; files a petition seeking any reorganisation, arrangement, composition or similar relief under any law regarding insolvency or relief for debtors; or makes an assignment for the benefit of creditors;
 - iii. a receiver, trustee or similar officer is appointed for the business or property of the other party
 - iv. any involuntary petition or proceeding under bankruptcy or insolvency laws is instituted against the other party and not stayed, enjoined, or discharged within sixty (60) days
 - v. the customer adopts a resolution for, or undertakes to effect, a discontinuance of its business (or a substantial part thereof) or dissolution
 - vi. the customer is subject to a change of control over or in the ownership of a Party whether directly or indirectly.
- 2.3 Upon termination or expiration of the agreement:
- a. the customer shall pay any amounts due within thirty (30) days following the date of expiry or termination of this Agreement; and
 - b. all rights / licenses, (software) products and/or documentation granted or delivered to the customer under the agreement shall revert and/or shall be returned to Interactive Blueprints within thirty (30) days following the date of expiry or termination of the agreement.
- 2.4 Unless agreed otherwise in writing, the parties are not obliged to pay any damages to the other party unless the agreement is terminated in accordance with Article 2.2c (ii). In that case the terminating party is entitled to claim damages from the party in breach in accordance with the provisions of the agreement.

3. Agreement - performance

- 3.1 Interactive Blueprints shall to its best knowledge and ability and in accordance with high standards perform its obligations under the agreement.
- 3.2 Interactive Blueprints sets all the (delivery) terms to the best of its knowledge and complies with these terms as much as possible. As soon as Interactive Blueprints becomes aware of any circumstance that may prevent the timely delivery of the licenses and/or (software) products, Interactive Blueprints will consult with the customer. The customer is never entitled to compensation in relation to a late delivery. Interactive Blueprints is at any time entitled to make partial deliveries (if possible).
- 3.3 To the extent required for a proper performance of its obligations, Interactive Blueprints is entitled to subcontract one or more third parties to carry out certain activities (in particular the service and maintenance activities in relation to the licenses and/or (software) products) under the agreement, all in accordance with the terms and conditions of the agreement.
- 3.4 The customer shall, at all times, provide Interactive Blueprints with all data and/or information that is useful and necessary for Interactive Blueprints to perform its obligations under the agreement properly. Interactive Blueprints shall not be liable for any damages incurred by the customer as a result of Interactive Blueprints in the performance of its obligations relying on any incorrect, improper or incomplete data and/or information provided by the customer, unless such incorrectness, impropriety or incompleteness should have been known to Interactive Blueprints.

4. Prices and Payment

- 4.1 Unless indicated otherwise, all prices and/or (license) fees are exclusive of value added tax (VAT).
- 4.2 The customer shall pay to Interactive Blueprints the prices and/or (license) fees for the use of the (software) products due in advance on an annual basis. The customer shall pay to Interactive Blueprints the amounts due within thirty (3) days following the date of the invoice from Interactive Blueprints.
- 4.3 Interactive Blueprints may, at its sole discretion, decide to annually increase the prices and/or (license) fees for the use of the (software) products on the basis of changes in the Consumer Price Index published by the Dutch Central

Bureau for Statistics, provided that Interactive Blueprints will notify the customer of such price increase in writing at least thirty (30) days before the price increase come into effect.

- 4.4 In the event the customer wholly or in part fails to meet his payment obligations, or fails to meet his payment obligations on time, the customer is in default without any further notice being required. Once in default the customer must pay interest of 1.5% per month or part thereof, commencing on the date the payment was due. All costs, including reasonable attorney fees, incurred by Interactive Blueprints, either through the courts or otherwise, as a result of the customer not meeting his obligations under an agreement will be at the expense of the customer. The extrajudicial (collection) costs incurred by Interactive Blueprints will be set at a minimum of 15% of the principal amount of the claim.
- 4.5 Failing to execute full and/or on-time payments entitles Interactive Blueprints to withhold or postpone any delivery of the licenses and/or (software) products to the customer and/or to deactivate the use of these licenses and/or (software) products by the customer until any amounts due are fully paid by the customer.
- 4.6 Payments by the customer shall be made in a legal Dutch tender, without the right to invoke any rights to set-off, withhold or postpone due to a attributable failure of Interactive Blueprints, whether alleged or not, in the performance of its obligations under the agreement, and without the right for the customer to seize an attachment by the customer in respect of a counterclaim against Interactive Blueprints as his creditor.

5. License and Conditions of Use

- 5.1 Interactive Blueprints will grant the Customer for the duration of the agreement, subject to the terms of the agreement and these general terms and conditions, and to the extent permitted by law, a limited, revocable, non-exclusive, non-transferable, without the right to sub-license, license for the use of the (software) products by this customer.
- 5.2 The customer is entitled to transfer or outsource his licenses for the use of the (software) products to a subsidiary or affiliate of the customer. In the event of such transfer or outsourcing these general terms and conditions will also apply to the subsidiaries or affiliates concerned.
- 5.3 The customer is prohibited from transferring or outsourcing the licenses and/or (software) products to any third parties, without the prior written approval of Interactive Blueprints. The customer is prohibited from selling, renting out, disposing or encumbering the licenses and/or (software) products to any third party, or making them available to third parties in any other manner. The customer shall not alter and/or modify and/or change the licenses and/or (software) products and shall not use the licenses and/or (software) products on behalf of a third party.
- 5.4 The customer shall use the licenses and/or (software) products solely and exclusively for the purposes for which the licenses and/or (software) products are developed by Interactive Blueprints, and the customer shall at any time use the licenses and/or (software) products in accordance with the documentation (including but not limited to the product specifications) pertaining to these licenses and/or (software) products.
- 5.5 The customer will be responsible voor the proper use and proper application in his organisation of the licenses and/or (software) products delivered to the customer. The customer is responsible for proper and adequate control and security procedures (including but not limited to the making of regular backups of all data files that are generated, used and/or applied with the use of the licenses and/or (software) products) and a proper and adequate system administration. The customer furthermore shall at any time procure to have any and all updates to the licenses and/or (software) products to be installed in a direct and correct manner.
- 5.6 The customer is prohibited from integrating and/or merging, whether in whole or in part, the licenses and/or (software) products on or in the software or electronic data collection of the customer or a third party, unless the express written approval of Interactive Blueprints.
- 5.7 The customer shall not submit and/or expose the program code and/or source code to the licenses and/or (software) products to decompilation, reverse engineering or any form of modification of program codes and/or source codes.
- 5.8 Interactive Blueprints is entitled to investigate and/or inspect with the customer to verify whether the customer uses the licenses and/or (software) products in accordance with the provisions of the agreement and/or these general terms and conditions. The customer shall at any time and free of charge cooperate with any such investigation or

inspection of Interactive Blueprints, and the customer will allow personnel of Interactive Blueprints to visit his place of business at reasonable times and/or dates to be mutually agreed

6. Intellectual Property rights

- 6.1 All copyrights, patent rights, trade name rights, source codes and any and all other intellectual and industrial property rights, as well as all similar rights for the protection of information in relation to the (software) products and documentation, are and will remain at any time the exclusive property of Interactive Blueprints. None of the provisions in any offer, order and/or agreement, including any provisions in these general terms and conditions, can be interpreted in such a way that it results in the full or partial transfer of these rights, and no such transfer is aimed, meant or may be understood.
- 6.2 The customer is prohibited from changing, removing or making unrecognizable any notice in relation to the intellectual property rights of Interactive Blueprints on or in the (software) products or documentation of Interactive Blueprints. The customer is prohibited from registering any brand, trade name, design or domain name of Interactive Blueprints or a similar name that could be associated with Interactive Blueprints in any venue anywhere in the world.
- 6.3 Interactive Blueprints indemnifies the customer against any compensation and all costs and expenses the customer may be ordered to pay as a result of a third-party legal claim for the infringement or assumed infringement of validly registered patents, copyrights, brands, trade names or other rights of third parties in relation to (a) license(s) granted by Interactive Blueprints to the customer pursuant to an agreement between Interactive Blueprints and the customer, and which infringement is the result of the customer's use of the license and/or (software) products in accordance with the provisions in that agreement, all provided that the customer will notify Interactive Blueprints in writing of such a legal claim as soon as it is filed and provides Interactive Blueprints with all the relevant information.

7. Confidentiality and privacy

- 7.1 Both Parties shall not reveal to any third party and as such keep absolutely confidential either during the term of the agreement or after its termination or expiration any and all trade, commercial or other information in relation to the business of the other party.
- 7.2 Both Parties shall not reveal to any third party and as such keep absolutely confidential either during the term of the agreement or after its termination or expiration any and all data and/or information received from the other party under (the performance of) the agreement and marked as confidential or which any party shall understand to be of a confidential nature, including any and all intellectual property rights of the party concerned, without the written prior approval of the party concerned.
- 7.3 Both parties will take all reasonable precautions to ensure they comply with their confidentiality obligations. None of the provisions included in this section 7 imposes any restrictions on the receiving party in relation to any data and/or information, if this data and/or information:
 - a. is or will be generally known or accessible other than by an act or omission on the part of the receiving party;
 - b. was already the legal property of the receiving party before it was obtained from the party in question, and such is proven by the receiving party;
 - c. is disclosed to the receiving party by a third party without an obligation of confidentiality toward the party in question being infringed, as proven by the receiving party;
 - d. is to be made public pursuant to the law, an ordinance, a court order or a decision by any other government agency, on the condition that the receiving party makes every effort to limit the scope of the publication as much as possible and notifies the party concerned in advance of any such intended publication.
- 7.4 Upon termination or expiration of the agreement each party shall return to the other party within thirty (30) days following the date of expiry or termination of the agreement any and all confidential data and/or information (including any copies thereof) received from the other party.
- 7.5 Both parties guarantee that they will at any time comply with the applicable legislation in relation to the protection of personal data.
- 7.6 Both parties guarantee that their employees, (employees from) any subsidiaries and/or affiliates and any third parties engaged by the parties will comply with the confidentiality obligations as described in this section 7.

8. Storage of data and/or information

- 8.1 Any and all data and/or information produced by the customer in the performance of the agreement and/or by using the (software) products in carrying out its business, shall at any time be and remain the property of the customer. Such data and/or information will be synchronized and stored by Interactive Blueprints in its database for the duration of the agreement. Interactive Blueprints will make a backup of this data and/or information stored on a [daily] basis. Upon termination or expiration of the agreement, Interactive Blueprints shall, at the (written) request of the customer, either (i) deliver to the customer in a readable format any and all data and/or information to the customer stored at Interactive Blueprints' database, or (ii) will keep this data and/or information stored in its database for a period of ten (10) years following the date of expiry or termination of the agreement. In any event the customer requests for the data and/or information stored by Interactive Blueprints to be delivered to the customer, Interactive Blueprints will provide the data and/or information to the customer at the cost and expense of the latter.

9. Force Majeure

- 9.1 Neither party is obliged to comply with a contractual obligation resulting from an agreement, with the exception of any and all payment obligations, and neither party as such shall be liable to the other party for any delay or non-performance of its obligations under an agreement, in the event and to the extent such delay or non-performance is due to an event of Force Majeure. Events of Force Majeure are events beyond the reasonable control of a party which occur after the date of signing of the Agreement and which were not reasonably foreseeable at the time of signing of that Agreement and whose effects are not capable of being overcome without unreasonable expense and/or loss of time to the party concerned. Events of Force Majeure shall include, but are not limited to, war, acts of government, natural disasters, fire, explosions and labor disputes.
- 9.2 If an event of Force Majeure results in delay or non-performance of a party for a period of 3 months or longer, then the other party shall have the right to terminate the agreement forthwith and without liability towards the other party. In that event the customer is however entitled to reimbursement of the part of the (license) fee(s) paid in advance for the period it was not able to use and will no longer be able to use the relevant license(s) as a result of an event of Force Majeure and the termination of the agreement.

10. Warranties

- 10.1 With the exception of warranties that have been expressly included in an agreement with the customer and/or in these general terms and conditions, Interactive Blueprints does not make any other or further guarantees, promises or conditions in relation to the licenses and/or (software) products delivered to the customer, and Interactive Blueprints hereby rejects all other guarantees, promises or conditions, either explicit, implicit or in pursuant the law.
- 10.2 Interactive Blueprints warrants that the licenses and/or (software) products at the time of delivery will conform in all material respects to the specifications as described in the documentation pertaining to these licenses and/or (software) products to be delivered. The sole and exclusive remedy for breach of this warranty is replacement of the defective license(s) and/or (software) product(s) with (a) new license(s) and/or (software) product(s) that conform in all material respects to the relevant specifications. All warranty claims shall be made by the customer within two (2) weeks from the date of delivery. Interactive Blueprints shall respond to any quality concerns from the customer within five (5) working days, and provide reasonable solution for such concerns within eight (8) from notification. Although Interactive Blueprints had spent all reasonable care to the development of the licenses and/or (software) products, Interactive Blueprints explicitly does not warrant that the licenses and/or (software) products will function without any interruption, defect or any other kind of failure during the term of the agreement.
- 10.3 No warranty is issued for any defects, and Interactive Blueprints shall not be liable for any damages, that are:
- a. not reproducible;
 - b. not a result of any deviation from the specifications as referred to in Article 10.2;
 - c. the result of improper use of the licenses and/or (software) products by the customer and/or the use of the licenses and/or (software) products by the customer contrary to the purposes for which the licenses and/or (software) products are developed and/or contrary to the documentation provided by Interactive Blueprints;

- d. the result of non-compliance by the customer of the instructions given by or on behalf of Interactive Blueprints for the installation, implementation and/or use of the licenses and/or (software) products, unless these instructions are incorrect, improper or unclear;
- e. the result of the customer using the licenses and/or (software) products in connection with any hardware, software or any other product that does not comply with the (technical) specifications provided by or on behalf of Interactive Blueprints;
- f. the result of any kind of damage, corruption or loss of data and/or information;
- g. the result of any hardware on or in which the licenses and/or (software) products are used does not function properly;
- h. the result of not properly functioning mains voltage, telecommunication and/or supply networks facilities (including Internet connections);
- i. the result of any other causes that are not attributable to Interactive Blueprints.

11. (Product) Liability

- 11.1 Interactive Blueprints shall only be liable towards the customer for any damages incurred by the customer which are a direct and exclusive result from a attributable failure of Interactive Blueprints to perform its obligations under an agreement, provided that such liability of Interactive Blueprints in any event is limited to the (license) fees to be paid by the customer on an annual basis as referred to in the agreement with a customer and to an average of the monthly commission to be calculated over a period of one (1) year as referred to in the agreement with a business partner or development partner, unless otherwise agreed between parties in such agreements.
- 11.2 Interactive Blueprints shall in no event be liable towards the customer for any indirect or consequential damages, such as, but not limited to, loss of potential business opportunities, loss of potential profits, missed savings, reduced goodwill, damages due resulting from operational stagnation, loss due to delay(s) and/or any and all damages resulting from a willful act or willful recklessness of employees or third parties engaged by the customer.

12. Applicable Law and Competent Jurisdiction

- 12.1 All offers, orders and/or agreements between Interactive Blueprints and the customer, including these general terms and conditions, shall be exclusively governed by and construed in accordance with the laws of The Netherlands. The Vienna Sale of Goods Treaty shall not apply.
- 12.2 Any dispute arising out of or in connection with any offer, order and/or agreement between Interactive Blueprints and the customer, shall be settled exclusively by the competent court of Overijssel, The Netherlands, to whose exclusive jurisdiction the parties hereby irrevocably submit.