

English translation of: General Terms and Conditions of Sale and Delivery

These are the General Terms and Conditions of Sale and Delivery (hereinafter: “General Terms and Conditions”) of Amista Nederland BV, with registered office at Oostrum, De Amfoor 2, 5807 GW Oostrum, registered in the trade register under company number 14119692, hereinafter “ Amista ”.

1. Applicability

1.1. These General Terms and Conditions apply to all agreements between Amista and the Customer regarding the sale of licenses and the delivery of all Own and Third Party software, as well as hardware (hereinafter: “Products”) and/or related services such as implementation, support and maintenance (hereinafter: “Services”).

1.2. These General Terms and Conditions are accompanied by the following Appendices: (i) Appendix 1: Support & Maintenance. In the event of any conflict between provisions in the Agreement, General Terms and Conditions and Appendices, the following priority rule shall apply: (i) Agreement (incl. Appendices); (ii) General Terms and Conditions (incl. Appendices).

2. Agreements

2.1. Agreements are offered by Amista in the form of a quotation or a stand-alone agreement. In both cases, it concerns an agreement that is entered into between the Customer and Amista . An agreement refers to both the quotation and the stand- alone agreement (hereinafter: “Agreement”). The Agreements have a validity period as stated on the relevant document. The agreement, of which these General Terms and Conditions including Appendices form an integral part, is concluded after signing by the Customer.

2.2. Each Agreement that the Customer concludes with Amista is an independent agreement relating to the delivery of products, services and/or licenses specified therein. Termination of one agreement does not affect the duration and validity of another agreement.

2.3. The Customer explicitly waives its own general terms and conditions by signing the Agreement.

2.4. The Agreement is attached as an Appendix to End User License Agreements (EULAs) or Cloud Terms for all agreed software products .

3. Execution and delivery

3.1. Amista undertakes to deliver and/or implement the Products and/or Services in accordance with the specifications set out in the Agreement. The Customer undertakes to compensate Amista for the Products and/or Services delivered in accordance with the

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Agreement and to provide Amista with the necessary information and personnel to enable delivery and/or implementation. In addition, the Customer agrees to provide access to relevant systems both remotely and on-site.

3.2. Amista undertakes to provide the Services, which are considered best efforts obligations, in a professional manner with all reasonable skill and care, in accordance with the relevant standards and requirements (including good industry practices) and in accordance with the Agreement, these Terms and Conditions and all applicable laws. Amista will perform the services by properly qualified and trained experts and those experts will use state of the art hardware and/or software to perform the assignment. The Customer expressly agrees that Amista may use subcontractors to perform (parts of) the Agreement.

3.3. The Customer is responsible for the selection, use, security and correct application of the Products and/or Services provided by Amista within its organization, including their mutual coherence.

3.4. The Products and Services that Amista provides are deemed to be tacitly accepted at the time of delivery to the Customer, unless the parties make other arrangements. Any complaints regarding the Products can only be reported via the regular support system.

3.5. The licenses assigned to and used by Customer are configured as stated in the Agreement and cannot be changed. Customer may upgrade users, after which Amista will invoice the additional costs.

3.6. Amista may, at its sole discretion, engage subcontractors to perform the Services or supply the Products.

4. Rates

4.1. All rates in our Agreements are always exclusive of VAT, unless otherwise stated.

4.2. Amista may adjust its rates at any time by giving three (3) months written notice.

4.3. *Indexation* – Amista reserves the right to index all rates annually based on the Consumer Price Index (CPI 2015 = 100) as published by Statistics Netherlands (CBS). The adjustment will take place on the first (1) of January of each year.

4.4. *Work on location* – For work carried out on the Client's premises during office hours in the Netherlands, a minimum of one half day (4 hours) will be charged. Travel expenses will be charged for all work based on the distance from the nearest Amista location. Work outside office hours (5pm to 9am) and on Saturdays will be charged at 150% of the hourly rate. Work on Sundays and official public holidays will be charged at 200% of the hourly rate.

4.5. *Consultancy* – The rate is included in the Agreement. If work must be done on the Customer's location, article 4.4. applies . Invoicing is based on post-calculation.

4.6. *Rental licenses and hosting* – When purchasing rental licenses (Cloud licenses) and/or hosting, the costs for this will be charged quarterly, in advance. The rates stated in the Agreement are shown per month.

4.7. *On Premise Software* – Payment for On Premise Software must be made no later than prior to delivery thereof.

4.8. *Customization* – Fees for assignment agreements, such as customization and implementation, are due on an hourly basis , unless explicitly agreed otherwise in writing.

4.9. *Out of scope* - If Amista, at the request of the Customer (or at least with his prior consent), has performed Services that fall outside the scope of the original Agreement, these will be reimbursed on the basis of Amista's usual rates. The Customer understands and accepts that in that case the (delivery) terms may be postponed.

5. Billing and payment

5.1. The payment term is fourteen (14) days after the invoice date.

5.2. An invoice can be disputed up to fourteen (14) calendar days after the invoice date, after which the invoice will be considered accepted.

5.3. Non-payment of an invoice on the due date shall automatically and without prior notice of default give rise to an interest of 1% per commenced month and an additional compensation of 10% of the invoice with a minimum of EUR 250, without prejudice to legal and other costs and damages. In the event of (partial) non-payment of even one invoice, all outstanding amounts, even those not yet due, shall become immediately due and payable.

6. Retention of title

All goods delivered shall remain the property of Amista until all invoiced amounts relating to the goods delivered or yet to be delivered or work performed or yet to be performed, as well as any interest and collection costs, in the event of non-payment, have been paid in full in accordance with the Agreement.

7. Transfer of risk

The risk of loss, theft, embezzlement or damage to items, data (including user names, codes and passwords), documents, software or data files produced for, supplied to or used by the Customer in connection with the performance of the Agreement shall pass to the Customer at the time they come under the Customer's actual control.

8. Confidentiality

8.1. The Parties acknowledge that all knowledge and information made available in connection with the performance of the Agreement, including, but not limited to, information about customers, prices, activities, procedures and products, software, know-how, business structure, trade secrets and confidential information are "Confidential Information".

8.2. The parties shall not disclose the Confidential Information to third parties, unless the Confidential Information is necessary for the performance of the Agreement, for example in the context of subcontracting.

9. Non-takeover of staff

9.1. The Client undertakes not to employ, directly or indirectly, employees or former employees (up to one year after termination of employment) of Amista or its subsidiaries or

sister companies. This provision applies both during the term of the Agreement and for two years after termination of the Agreement.

9.2. In the event of a breach of this clause, the Customer shall pay to Amista damages equal to 24 months' gross salary of the employee or ex-employee, as last paid by Amista .

10. Intellectual property rights

10.1. All intellectual property rights to products and services, utilities , tools, documentation or other materials (such as analyses, quotes, reports, course materials) and preparatory materials are vested in Amista or its supplier, unless otherwise specified in an Agreement. Ideas, technologies, methods, working methods, know-how and the like that were already developed by Amista or its supplier prior to the commencement of an Agreement or that are developed by Amista during the term of an Agreement with the Customer, are and remain at all times the (intellectual) property of Amista .

10.2. Amista indemnifies the Customer against all claims by third parties in respect of alleged infringement of intellectual property rights, including know-how, of products and/or (results of) services delivered under an Agreement, insofar as the intellectual property rights are vested in Amista or its supplier.

11. References and publicity

Amista may use the Customer's logo and name (i) on reference lists (including, but not limited to, tender references); and (ii) as a reference in publicity relating to the supply of its Products or Services. The Customer has the right to object to the use of its logo and name at any time.

12. Privacy and data protection

12.1. *Data Controller* – Amista processes personal data as a data controller based on its Privacy Policy.

12.2. *Processor* – If and to the extent that Amista is considered a Processor of personal data, the following provisions apply.

12.3. Unless otherwise stated in these Terms and Conditions, the following words and expressions have the following meanings:

- “Data Protection Law” means the General Data Protection Regulation (GDPR);
- “Personal Data”, “Processing” and “Data Subject” as defined in the GDPR;
- “Purposes” means the limited, specific and legitimate purposes of the processing.

12.4. The Client, as Data Controller, shall remain solely responsible for determining the means and purposes of the processing of Personal Data by Amista as Processor. Amista agrees that any processing of Personal Data by Amista as Processor shall be carried out in accordance with the Data Protection Act.

12.5. Without prejudice to this Article 12, the Personal Data will only be processed in accordance with the instructions of the Customer. If any instruction conflicts with the Data Protection Law, Amista will inform the Customer thereof.

12.6. The purpose of the processing of Personal Data is to provide the Products and Services included in the Agreement to the Customer.

12.7. The Personal Data that is processed is that personal data that Amista has access to in the course of providing the Products and Services to the Customer, such as but not limited to any personal data processed by the Customer in the Product. The categories of Data Subjects may include employees, agents, independent contractors and suppliers of the Customer.

12.8. Upon termination of the Agreement with the Customer and therefore also termination of access to the Customer's environment in which the personal data are processed, Amista will no longer have any access to the Personal Data if the Customer also technically closes the environment for Amista .

12.9. Amista represents and warrants that Amista and any person acting under the authority of or on behalf of Amista and having access to the Personal Data will only process the Personal Data in accordance with the instructions of the Customer. To this end, Amista will inform and train all appointees acting under its authority and having access to Personal Data on the provisions of the Data Protection Act.

12.10. Amista acknowledges that Personal Data may not be transferred to a country outside the EEA unless such transfer is based on an adequacy decision or appropriate safeguards are in place and under the conditions outlined in Article 46 paragraph 2 GDPR, or within Amista 's establishments outside the EEA.

12.11. Amista ensures that – taking into account the state of technological development and the costs of implementing such measures, as well as the sensitive nature of the Personal Data to be processed – it takes appropriate and organizational measures against accidental or unauthorized destruction, accidental loss, as well as against alteration of, access to and any other form of unauthorized processing of Personal Data.

12.12. Amista agrees to notify the Customer in writing as soon as possible, but in any case within 48 hours of discovery of any accidental or unlawful destruction or accidental loss or damage, alteration, unauthorized disclosure of, or access to, the Personal Data (“ Data Breach ”). Amista will assist the Customer in complying with Data Subject rights, security measures and reporting a Data Breach as required.

12.13. At the request of the Customer, Amista will subject its data processing facilities to an audit of the processing operations performed by Amista , such audit being conducted by the Customer or a third party selected by the Customer and acting on behalf of the Customer. The Customer shall bear all possible costs in this regard. Such audit shall be limited to an inspection of the processing activities under the Agreement, subject at all times to any confidentiality obligations of Amista. are respected towards other Customers or suppliers.

12.14. Amista is granted a general authorization to engage sub-processors if this is necessary for the performance of the Agreement. The list of sub-processors is available upon request.

12.15. Amista will not communicate, disclose or transfer the Personal Data to any other legal entity or individual except upon the prior written instructions of the Customer.

13. Products or services from suppliers

13.1. If Amista supplies products or services from third parties, this will be explicitly stated in the Agreement. Unless otherwise agreed in writing, the sale and delivery of these products or services by Amista to the Customer, as well as the use and maintenance thereof, are subject to the (General Delivery) conditions of these third parties. These conditions relate to, among other things, the protection of intellectual property rights, rights of use and (extended) warranty and maintenance obligations.

13.2. The terms and conditions of third parties are included with the products or services or are generally known, for example via the website of those third parties. If these terms and conditions are not applicable or are declared null and void, the terms and conditions of Amista apply.

13.3. Unless otherwise agreed in writing, Amista does not provide any warranty and accepts no liability for the hardware, software, products or services of third parties. All warranties, rights and claims of the Customer are in this case directed against the third party manufacturer and/or seller and not against Amista .

14. Liability

14.1. Amista only accepts legal obligations to pay damages as stated in this article.

14.2. If Amista fails to comply with one or more obligations under the Agreement, the Customer must notify Amista of this in writing and adequately, with a clear explanation of the failure. After consultation, Amista will be granted a reasonable period to still comply with its obligations.

14.3. If , even after a written notice of default and after a reasonable period has elapsed, Amista still fails to fulfil its obligations, Amista shall be liable to the Customer for compensation for the direct damage that the Customer has suffered or will suffer. Compensation for direct damage is limited as provided in this article.

14.4. Neither party shall be liable to the other party for any indirect, consequential or special damages (all of which terms include without limitation pure economic loss, damage to reputation, loss of profits and similar damages).

14.5. Amista's liability is always limited to direct damage and will not exceed the compensation owed and paid by the Customer to Amista during the twelve (12) months preceding the damage event with a maximum of EUR 2,500,000.

Direct damage means:

- a) damage to software and data files (provided they are not older than 24 hours), which in any case includes defective or non-functioning, reduced reliability and increased susceptibility to failure;
- b) damage to Customer's property;
- c) costs of necessary changes and/or modifications to the software of which Amista or its supplier owns the intellectual property rights, specifications, materials or documentation, made to limit or repair damage;
- d) reasonable costs incurred to prevent or limit direct damage that could be expected as a result of the event on which liability is based;

14.6. Amista is not liable for damage caused by actions or omissions by third parties involved in the performance of the Agreement. In the context of the performance of the Agreement, the Customer expressly waives the application of art. 6:76 of the Dutch Civil Code.

14.7. Amista has taken out (professional liability) insurance with a maximum coverage of EUR 2,500,000 per case and EUR 5,000,000 per year.

14.8. The above limitation of liability shall not apply in the event of claims by third parties for damages resulting from death or injury and/or in the event of intent on the part of Amista and/or its management.

15. Force majeure

15.1. Neither party shall be obliged to fulfil any obligation, including statutory and/or agreed warranty obligations, if prevented from doing so by force majeure.

15.2. Force majeure means, among other things: (i) force majeure of Amista 's suppliers , (ii) failure to properly fulfill obligations of suppliers prescribed to Amista by the Customer , (iii) defects in third-party goods, equipment, software or materials the use of which has been prescribed to Amista by the Customer , (iv) government measures, (v) power outages, (vi) disruptions in internet, data network or telecommunications facilities, (vii) (cyber)crime, (cyber)vandalism, war or terrorism, and (viii) general transportation problems.

15.3. In the event that a force majeure situation lasts for three (3) months or when there is no doubt that the force majeure situation will last for at least three (3) months, the parties shall have the right, upon written notice, to terminate an Agreement with immediate effect without being liable for damages. Any performance already performed under the Agreement shall in that case be settled proportionally, without the parties otherwise owing each other anything.

16. Duration and termination

16.1. The term of the Agreement and the effective date are set forth in the Agreement. If an Agreement enters into force after the first (1) of January, the term of the Agreement shall be the remaining months of the current calendar year plus the agreed number of year(s) in full calendar years.

16.2. Each Agreement will be tacitly renewed for the duration of the originally agreed term, unless the Customer or Amista terminate the Agreement with four (4) months' notice prior to commencement of the tacit renewal.

16.3. Parties shall have the right, upon written notice, to terminate an Agreement if the other party, after notice of default, fails to fulfil its obligations arising from the Agreement.

16.4. In the event of bankruptcy or liquidation of a party or in the event of a judicial reorganization, the other party shall be entitled to terminate the Agreement immediately by written notice without being liable for damages.

16.5. Upon termination of the Agreement, all invoices shall become immediately due and payable.

16.6. Cancellation of a planned consultancy assignment is possible up to 2 working days before commencement. After that period Amista will charge 75% of the fee for the planned consultancy assignment.

16.7. The provisions regarding confidentiality, intellectual property rights, liability and non-solicitation of personnel shall survive termination of an Agreement.

17. Miscellaneous provisions

17.1. All notices and agreements between Amista and the Customer shall be in writing only. Oral notices, promises or agreements shall not be legally binding.

17.2. If any provision of these General Terms and Conditions or Appendices is void or annulled, the other provisions of these General Terms and Conditions or Appendices will remain in full force and Amista and the Customer will enter into consultations in order to agree on new provisions to replace the void or annulled provisions, whereby the purpose and scope of the void or annulled provision will be taken into account as much as possible.

17.3. The Agreement between Amista and the Customer may be transferred by Amista at any time to another legal entity within the Amista group.

18. Applicable law and competent court

18.1. Dutch law applies to all our Agreements. We expressly exclude the applicability of the Vienna Sales Convention.

18.2. The Parties agree to attempt in good faith and without delay to resolve any dispute or claim arising out of or in connection with the Agreement as soon as possible through negotiations between them. In the event of disputes concerning the interpretation or performance of the Agreement, the Parties shall attempt to resolve these in the first instance through mediation, in accordance with the Regulations of the Dutch Federation of Mediators (MfN). As long as the mediation has not been terminated, neither Party shall submit the dispute to the court, except solely to preserve rights. The Parties shall attend the first mediation meeting together. Thereafter, the Parties shall be free to terminate the mediation at any time.

18.3. If it has proven impossible to resolve a dispute as referred to above through mediation, that dispute will, at the option of the most prepared party, be settled by: (i) the Stichting Geschillenoplossing Automatisering in accordance with their Arbitration Rules (www.sgoa.eu), or (ii) the competent court in the Netherlands.

APPENDIX 1: Maintenance & Support

1. Definitions

- “ **Software** ”: All software made available by Amista (on- premise and cloud), including related add-ons and all other software and materials made available;
- “ **Proprietary software** ”: All software developed by Amista .
- “ **Third Party Software** ”: Any software developed by parties other than Amista .
- “ **Supplier** ” is the party that developed and built the Software and has the intellectual property rights to it. This may also be Amista in the case of Own software.
- “ **Customer** ” means, regardless of the combination of end users, the party that obtains rights to use Software under an Agreement.
- “ **Agreement** ” means all concluded (signed) contracts, orders and quotations between the Customer and Amista for the delivery of Software, Products and/or Services.
- “ **Maintenance Agreement** ”: an agreement for the provision of Maintenance and Support on Software, for which a quotation has been signed by the Customer and to which the terms of this Appendix 1: Maintenance & Support apply.

2. Maintenance

2.1. Amista provides maintenance on the Software for the most recent version. Maintenance for older versions is provided on a “best effort” basis only.

2.2. In order to maintain the Software, the following conditions must be met:

1. there is a working internet connection for setting up a remote session;
2. the latest software version is installed (if necessary, Amista will indicate this);
3. there are trained key user(s) familiar with the Software;
4. system administrator is available (if necessary, this will be indicated by Amista); and
5. a Maintenance Agreement is active, concluded and paid on time.

2.3. Maintenance on Software is in principle provided remotely. However, maintenance can also be performed on location if the Customer requests this or if Amista deems this necessary for technical reasons. If maintenance must be performed on location, the applicable hourly rates will be charged.

2.4. The following services are included:

1. Making available the most recent patch and version officially released by the Supplier;
2. Analyzing and providing a solution or workaround for an error in the Software;
3. Reporting notifications via the support desk;
4. Structural feedback on Prio1 notification;
5. Informing about Software via newsletters, webinars , social media and/or website.

2.5. The Supplier of the Software, including Amista , will not provide maintenance for the Software if the Customer has made and/or had made unauthorized changes. This also includes changes to tables, documents and/or the structure of the database.

3. Support

- 3.1. In order to use support, a valid Maintenance Agreement must be present on the Software for which support is requested.
- 3.2. In the event of a problem or question from the Customer, the support desk is the point of contact for reports. The support desk can be reached by email **support.nl@amista.com** and by phone **+31 (0)88 060 1500** during office hours between **8:30** and **17:00** , with the exception of official holidays in the Netherlands. After receiving a support request, Amista will create a ticket and send it to the Customer by email.
- 3.3. The support desk can provide remote support via remote sessions. For this, the support desk must have access to the correct login details of the Customer's environment.
- 3.4. A report will only be processed if the error is reproducible by the Customer (meaning that the incorrect operation of the software can be imitated) and applies to the delivered Software.
- 3.5. Error reports should be as complete as possible and should contain at least the following information:
 1. Name of the company or database within the Software where the error occurs;
 2. Name of the user experiencing the error;
 3. Print screen of the screen in question (including the error message);
 4. Indication whether the error message also occurs for other users;
 5. Step-by-step description of the actions the user takes that cause the error message to occur.

An accurate description of the report facilitates Amista's handling of the report . This helps Amista to handle the report efficiently, which may allow the Customer to reduce the costs charged.

- 3.6. After receiving a notification, Amista will carry out the following activities:
 1. Reproducing the error in the Customer's Software;
 2. Examination of documentation and support notes provided by the Supplier;
 3. Investigation of the error in the Software by remote access and/or investigation of the Software database;
 4. Enabling the Supplier if it appears that the error cannot be corrected by Amista . As a result, Amista is dependent on the response time of the Supplier and the response times specified in these conditions may be exceeded;
 5. Periodically informing the Customer about the status of the report (frequency depends on the priority);
 6. Once the nature and cause of the reported error in the Software are known and an associated solution and/or workaround has been determined, Amista will inform the Customer of such solution and/or workaround .
- 3.7. A Customer notification will be closed by Amista when:
 1. The support desk has found and corrected the error, and the correct operation has been restored. If applicable, the support desk will make arrangements with the Customer for an update of the notification.

2. The support desk has advised the Customer on how to prevent the problem in the future.
3. The error will be fixed in a subsequent patch or version of the Software. If it is a cosmetic error, it may not be fixed until the next version.
4. No error has been found and more information is required to which the Customer repeatedly fails to respond in a timely manner, i.e. within 10 working days at the latest. If the support desk cannot reproduce an error, Amista may request more information. Until Amista has received sufficient information, they will not continue working on the service call. If the call has a high priority, Amista 's support desk will do everything possible to continue the analysis/diagnosis of the problem based on the available information, which time will be charged if the report does not concern an error in the standard software.
5. No error was found. In this case, it was determined that the Software is functioning normally and that the problem lies in a misunderstanding about the operation of the Software. The support desk will contact the Customer to explain this.

The support desk monitors the status of the reports. Amista reserves the right to advise the Customer on installing certain (more recent) versions, purchasing other hardware, repairing existing hardware, or making an appointment with an Amista employee to solve a problem.

In the support database, reports will not be closed until the Customer has accepted the solution, unless Amista has requested information from the Customer and Amista has not received this information due to the Customer's failure to respond within a period of 10 business days.

3.8. **Support Levels** – In order to process Customer reports quickly and efficiently, Amista uses three support levels:

First line aid	The support desk consultants assist the Customer by phone, email or via remote sessions. The support desk is the first point of contact for all questions and reports. The support team ensures that all questions and reports are entered into the support desk database, which means that the status and progress of the report is followed from start to finish. Reports are processed by the support team in the order in which they are received, unless a report has a high(er) urgency (see: Determining priority and response times of reports). In that case, the report will be processed immediately. The support team can also help with information about the status of existing reports. The first-line team will resolve a report for the Customer or, if necessary, forward it to a specialist in the second-line team.
Secondary care	The second line team consists of product experts. If the support desk cannot resolve the report, the report is passed on to the second line team and the Customer is informed about this.
Third line assistance	If the report cannot be resolved by Amista , it will be forwarded to Supplier. They will investigate the report further. The support team will of course ensure that Customer receives feedback on the status of this report.

3.9. **Priority and Response Times** - Reports are assigned to support agents based on their arrival and the nature/urgency of the issue. Incoming reports are prioritized into four categories, with the following response times:

Priority	Description	Response time
1 - Urgent	A critical business process or chain is unavailable or severely affected by the disruption. The impact on Customer's business is very high and all personnel are unable to perform regular work, or essential processes cannot proceed. Customer has no alternative way to perform the process.	4 hours*
2 - High	A critical business process is affected by the disruption. The impact on the Customer's business is significant. Either some of the Customer's employees have problems performing their regular tasks. The Customer does have an alternative way to perform the process.	8 hours
3 - Normal	A non-critical business process is affected by the disruption. The impact on the Customer's business is low or absent. Customer's employees have difficulty performing part of their work normally or are	16 hours

	inconvenienced by the problem. However, alternatives are available to perform the work or employees can perform other work while the problem is being resolved.	
4 – Low	A non-critical notification for which further coordination of activities is required.	40 hours

* For Prio 1 – Urgent, Amista intends to respond as soon as possible, but no later than within 4 hours.

3.10. All response times mentioned are provided on a “best effort” basis. If the report concerns a location outside the Netherlands or outside office hours, Amista cannot guarantee the above response times.

For example, the response time for an alert registered on Tuesday at 3:30 PM and an initial response on Wednesday at 9:30 AM is 2 hours and 30 minutes. If an alert is created for a solution provided or developed by a third party, times and priority levels may vary.

4. Duration , cancellation and termination

4.1. The Maintenance Agreement has an initial term of two (2) calendar years. If the Maintenance Agreement enters into force after the first (1) of January, the term will be equal to the remaining months of the current calendar year plus two (2) calendar years. The Maintenance Agreement will be tacitly renewed after the initial term for periods of one (1) year.

4.2. The notice period for the Maintenance Agreement is four (4) months. Notice of termination can only be given in writing by e-mail to: insidesales.nl@amista.com.

4.3. Partial termination of the Maintenance Agreement is not permitted, even if the license is only partially used.

5. Excluded services

5.1. A number of specific activities fall outside the scope of the services provided by Amista . When such situations arise, Amista will provide support on a “best effort” basis, or discuss an alternative with the Customer in order to resolve the report in a supported manner for the Customer, taking into account the following provisions:

1. Amista is in no way responsible for and maintaining the required IT infrastructure. Maintenance or questions about things like internet, network and/or workstations fall outside the Software Maintenance Agreement and outside the scope of Amista .
2. Amista is in no way responsible for and maintains firewalls, virus scanners and rights policies .
3. Amista is in no way responsible for and maintains Microsoft Office software and other third party software.
4. The Customer manages its databases, which means that the management falls outside the scope of the Maintenance Agreement. The Customer is responsible for making backups and the quality and management of backups , as well as monitoring and managing the database(s) in use.
5. The Customer shall ensure that a backup is made and made available at the specified FTP location of Amista for examination.
6. The Customer is responsible for resolving problems that are caused by the technical infrastructure, such as hardware and rights issues.
7. The Customer shall be responsible for tracing and resolving problems arising from actions not performed in accordance with the Supplier's guidelines (e.g. direct changes to the database).
8. Advising on executive tasks within the operational business processes of the Client.

6. Rates & Payment

6.1. The fee due for the Maintenance Agreement will be invoiced at the start of each new 1-year term. This fee will be indexed annually based on article 4.3 of the General Terms and Conditions.

6.2. In addition, we will charge and invoice certain services on an hourly basis,

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namely :

1. Support Desk Support. Consultancy support (in person, by telephone or by e-mail) for trained key user(s) on: Delivery of the software, software patches, software versions and available documentation and materials of the Software; Installation support of the Software; Business consultancy for optimization of business processes; Optimization of the use of the standard functions of the Software; Training in use of the Software; and Available documentation with the product.
2. Guiding the knowledge level of users and advising on training issues and/or requirements;
3. Support via telephone, email or remote access sessions to diagnose the cause of a problem, when the problem is not caused by an error in the Software itself;
4. Maintaining knowledge of the Software in order to support trained end users, through knowledge sessions at the Customer's premises.
5. The installation, integration and implementation of new versions and/or additional modules of the Software. Although the delivery of new versions is included in the Maintenance Agreement, the associated activities (i.e. installation, integration and implementation) will be charged on the basis of an hourly rate.
6. Provide support on a "best effort" basis for issues that arise when a Customer independently performs a patch or upgrade, or when a Customer independently performs the integration of/with the Software.
7. Customizing user-dependent fields and customer-specific setup.
8. Creating or modifying a report(s) and layout(s).
9. Creating queries desired by the Customer.
10. Support, in whatever form, which is performed on the Software where the Customer has made and/or had made unauthorized changes to the Software. This also includes changes to tables, documents and/or the structure of the database.
11. Support that is not related to detecting an error in the Software, and is therefore most likely related to a user error, incomplete testing by Customer before implementation of a solution and/or after implementation of a solution is found.
12. Support for making backups , with the Customer fully responsible for the implementation and correct execution and compliance with a backup procedure .
13. Performing version and patch upgrades of the Software.
14. Performing a fix for a bug in Third Party Software.
15. Assistance in transferring and/or converting data to Software, whereby the Customer is fully responsible for the correctness of the transfer and/or conversion of the data to the Software.
16. Assistance in drawing up a blueprint and/or functional and technical design prior to the realisation of a solution.
17. Research into options requested by the Customer within the Software.
18. Assistance in realizing an integration between Software and another system, whereby the Customer is fully responsible for the accuracy of the data from and

to the Software and the other system, as well as the execution of the correct procedures associated with this.

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