

TERMS AND CONDITIONS OF SALE

iSee iKnow B.V.

(version 11 of 7/2//2018)

Article 1 - General

- 1.1 These Terms and Conditions of Sale apply to all quotations and contracts concerning supplies by iSee iKnow B.V., whether they are made or finalised verbally, in writing, electronically or in any other format.
- 1.2 If any provision in these Terms and Conditions of Sale proves void or unenforceable, the remaining provisions of these Terms and Conditions of Sale will nonetheless remain in full force and effect; the parties will in such cases remain bound by such obligations as most closely approximate the void or unenforceable provision without themselves being void or unenforceable.
- 1.3 If these Terms and Conditions of Sale have applied to a legal relationship between iSee iKnow B.V. and the Client, the Client shall be deemed to have agreed in advance with the applicability of the Terms and Conditions of Sale with regard to Agreements concluded and to be concluded thereafter.
- 1.4 Deviations from the Terms and Conditions of Sale are only valid if they are expressly agreed in writing by iSee iKnow B.V. and the Client. The provisions in this Article operate between the parties as an evidentiary agreement, as defined in Article 153, DCCP and Article 7:900, DCC. By extension, the evidence may only be provided by a written statement as defined in this Article: other written statements and witness statements in relation to any change agreed by verbal statements or other conduct are excluded as evidentiary means.
- 1.5 In the event of any discrepancy between the various documents comprising the Agreement, the following order of precedence will apply:
 - a. the quotation / EULA (End User Licence Agreement) / IA (Implementation Agreement);
 - b. the Terms and Conditions of Sale.
- 1.6 iSee iKnow B.V. expressly rejects the application of any (procurement) general terms and conditions used by the Client.
- 1.7 iSee iKnow B.V. is entitled to amend these Terms and Conditions of Sale. The Client will be notified of the amendment via the website of iSee iKnow B.V. or in some other manner. If the Client does not wish to accept the amendment, the Client is entitled to cancel the Agreement, in writing, within 14 days after receiving notification, effective from the date when the amendment comes into operation.

Article 2 - Definitions

In these terms and conditions, the following terms are defined as stated below:

- 2.1 ASP: Application Service Providing;
- 2.2 SAAS: Software as a Service. Internet access to Software and related Services on computers that are not the Client's, but which are directly or indirectly hired from iSee iKnow B.V.
- 2.3 Software: computer programs on Carriers or ASP/SAAS and the corresponding Documentation, for which iSee iKnow B.V. has granted the Client a right of use.
- 2.4 Documentation: written and/or digital information provided to the Client by iSee iKnow B.V., which describes the functioning and use of the Software.
- 2.5 Licence: see article 6.
- 2.6 Carriers: devices on which the Software is recorded.
- 2.7 Client: the Client and/or user of the supplied Software or service.
- 2.8 Delivery: Software, installation of Software, services, hire, training, computer equipment, advice, Documentation.
- 2.9 Customised Software: Software that has been developed on the basis of information provided by the Client or adjustments to the standard Software.
- 2.10 Agreement: all agreements between the Client and iSee iKnow B.V.

Article 3 - Prices

- 3.1 All prices are exclusive of the percentage of VAT that applies when the invoice is sent, as well as any other charges levied by the government.
- 3.2 All prices of Software are exclusive of administration and shipping costs.
- 3.3 All prices and rates are in euros at all times.
- 3.4. Prices given are binding only if that intention is undeniably clear; in other cases they must be regarded as a no-obligation indication.

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- 3.5 In the event of a development or maintenance contract with periodic payments, iSee iKnow B.V. is entitled to adjust the applicable prices and rates by means of a written notification.
- 3.6 If the parties agree that the installation of equipment and/or Software will be carried out by iSee iKnow B.V., the costs of this installation will, unless agreed otherwise in writing, be charged on the basis of actual costs, at the then applicable rates.

Article 4 - iSee iKnow Standaard software

If applicable, the standard ASP, SAAS module is supplied "as is".

Artikel 5 - Customised Software

- 5.1 The Parties will specify in writing what Software will be developed and how this will happen. iSee iKnow B.V. will undertake the Software Development with care, based on the information provided by the Client, in respect of which the Client warrants its accuracy, completeness and consistency.
- 5.2 iSee iKnow B.V. is entitled but not obliged to investigate the accuracy, completeness or consistency of the information or specifications provide to it and, if any defects are discovered, to suspend the agreed work until the Client has rectified the defects in question.
- 5.3 iSee iKnow B.V reserves the right at all times to use programming elements that are suited to general use for other clients.
- 5.4 Specified delivery dates are never to be considered deadlines, unless explicitly agreed otherwise. In the event of late delivery, iSee iKnow B.V. must be given notice of default in writing.
- 5.5 If an acceptance test has been agreed in writing, the test period is fourteen days after delivery or, if installation by iSee iKnow B.V. has been agreed in writing, after installation is completed. During the test period, the Client is not permitted to use the Software for productive or operational purposes.
- 5.6 The parties will regard the Software as having been accepted:
- if the parties have not agreed on an acceptance test: upon delivery or, if installation by iSee iKnow B.V. has been agreed in writing, after installation is completed; or
 - if the parties have agreed on an acceptance test in writing: on the first day after the test period; or
 - if iSee iKnow B.V. receives a test report as referred to in article 5.8 before the end of the test period: the moment the errors listed in that test report have been remedied, without prejudice to flaws which do not preclude acceptance in accordance with article 5.9.
- In derogation from the above, the Software, if the Client uses it for productive or operational purposes before it is accepted, will be regarded as having been fully accepted from the moment it is used.
- 5.7 If, when the agreed acceptance test is carried out, it emerges that the Software contains deviations that obstruct progress of the acceptance test, the Client will provide iSee iKnow B.V. with detailed information thereof, in which case the test period will be interrupted until the Software has been modified to the extent that the obstruction is lifted.
- 5.8 If, when the agreed acceptance test is carried out, it emerges that the Software deviates from the functional specifications laid down in writing, the Client will notify iSee iKnow B.V. of the deviations in a written and detailed test report no later than the last day of the test period. iSee iKnow B.V. will do its utmost to remedy the reported deviations within a reasonable term, and iSee iKnow B.V. is entitled to introduce temporary solutions or program bypasses or problem-avoiding restrictions to the Software.
- 5.9 Acceptance of the Software cannot be denied for reasons other than those relating to specifications explicitly agreed between the parties and also not on account of the presence of minor deviations that do not reasonably hamper the operational or productive use of the Software, without prejudice to the obligation of iSee iKnow B.V. to remedy those minor deviations within the context of the guarantee scheme of article 13, if applicable.
- 5.10 If the Software is delivered and tested in phases and/or parts, the non-acceptance of a certain phase and/or part does not affect any acceptance of a previous phase and/or other part.
- 5.11 Unless agreed otherwise in writing, iSee iKnow B.V. has a best-efforts obligation and not a result obligation with regard to the services to be provided.

Article 6 - Licence, property rights and copyrights

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- 6.1 iSee iKnow B.V. licenses the Client to use the Software. Ownership is not transferred. iSee iKnow B.V. sells or leases the right of use to the Client.
- 6.2 The right of use referred to in article 6.1 is non-exclusive and cannot be transferred to third parties.
- 6.3 The Client is not entitled to make changes or modifications in the Software, or to remove any technical measures that protect the Software.
- 6.4 The source code and the technical documentation produced during the development of the Software will not be made available to the Client.
- 6.5 If so requested by iSee iKnow B.V., the Client is obliged to grant iSee iKnow B.V. access to the Client's systems, enabling iSee iKnow B.V. to carry out checks on the Client's systems in order to verify that the Client complies with the Licence Agreement.
- 6.6 The iSee iKnow B.V. logo is a trademark of iSee iKnow B.V.

Article 7 - Transfer of rights and obligations

- 7.1 The Client is not entitled to transfer the rights and obligations from these conditions to a third party without the written consent of iSee iKnow B.V.

Article 8 - Intellectual property rights

- 8.1 The Software, Documentation and all other rights for which iSee iKnow B.V. has granted the Client a right of use and/or which it has made available to the Client, together with all results arising from the Agreement, remain the property of iSee iKnow B.V. at all times. These rights are also taken to include copyrights, patent rights, other intellectual and/or industrial property rights and/or related rights. The Client is not allowed to copy, sell, hire out, lend out or alienate the Software, and/or to make it available to third parties for free or against payment, unless this is permitted by virtue of mandatory rules of law.

It is explicitly forbidden:

- a) to make copies of the Software and/or Documentation other than permitted under this Licence Agreement;
- b) to analyse, decompile or disassemble the Software;
- c) to remove, alter or make invisible property right or copyright-related notifications, labels or marks on the Software and/or Documentation;
- d) to alter, translate, rearrange or modify the Software, or to make derivative products based on the Software, regardless of the purpose.

Article 9 - Retention of title

- 9.1 All goods in respect of which the contractual intention is that their ownership should be transferred, and that are delivered to the Client by iSee iKnow B.V., will remain the property of iSee iKnow B.V. until all amounts of whatever nature payable by the Client to iSee iKnow B.V. (including but not limited to any penalties, collection expenses and interest) have been paid in full.

Article 10 - Payment

- 10.1 The Client will pay the amounts payable, within 14 days after receiving the relevant invoice, to iSee iKnow B.V.
- 10.2 Payments made by the Client will always first be used to pay all outstanding interest and costs and subsequently to pay invoices due and payable which have been outstanding for the longest period of time, even if the Client states that the payment concerns a later invoice.
- 10.3 If the payment term referred to under 10.1 has lapsed and iSee iKnow B.V. has made this known to the Client, iSee iKnow B.V. is entitled to charge the statutory interest for trade agreements over each month or part thereof, as well as EUR 25.00 per month for administration costs. This is without prejudice to the right of iSee iKnow B.V. to start collecting, with iSee iKnow B.V. being entitled to recover all extrajudicial costs from the Client.
- 10.4 The Client is never entitled to suspend payments or demand new payment due dates.

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Article 11 - Force majeure

- 11.1 None of the parties is obliged to fulfil any obligation if they are unable to do so due to force majeure. Force majeure is also understood to mean an imputable failure on the part of suppliers of iSee iKnow B.V.
- 11.2 If the force majeure situation exceeds a period of ninety days, both parties are entitled to dissolve the Agreement by means of a written notification to that end. In that case, anything performed pursuant to the Agreement shall be paid for accordingly, without the parties owing each other anything else.

Article 12 - Termination

- 12.1 In the event that the Client fails to fulfil any of its obligations arising from the Agreement or fails to do so properly or in good time, as well as in the event of bankruptcy, a moratorium or guardianship of the Client or if the Client transfers its business to third parties, if the bank suspends execution of its payment instructions, or if an attachment is levied against the Client, the Client is deemed to be in default by operation of law and iSee iKnow B.V. will, at its own discretion, be entitled to dissolve the Agreement fully or partially or declare it fully or partially dissolved or to suspend the further performance of the Agreement, without being obliged to pay any compensation, all without prejudice to any of its other rights and without the need for any notice of default or judicial intervention. In those instances, all claims that iSee iKnow B.V. has against the Client become immediately due and payable, and iSee iKnow B.V. is entitled to demand immediate payment of all it is owed.
- In that case, the Client is obliged with immediate effect to return the Software and Documentation to iSee iKnow B.V..
- 12.2 When at the time of dissolution as referred to in article 12.1 the Client has already received performances in execution of the Agreement, these performances and the corresponding payment obligation cannot be revoked, unless iSee iKnow B.V. is in default in respect of those performances. Amounts invoiced by iSee iKnow B.V. before dissolution in respect of what has already been undertaken or delivered by way of execution of the Agreement will, with due observance of the previous sentence, continue to be payable and become immediately due and payable at the time of dissolution.
- 12.3 If the Client does not wish to agree with a price and rate adjustment announced by iSee iKnow B.V. as referred to in article 3.5, the Client is entitled to cancel the Agreement in writing within three weeks.
- 12.4 iSee iKnow B.V. is at all times entitled to cancel an ongoing agreement (including but not limited to a maintenance agreement) in writing, if iSee iKnow B.V. stops providing the Software or service in question.
- 12.5 iSee iKnow B.V. reserves the right, if the product delivered inadvertently infringes third-party rights, this at the discretion of iSee iKnow B.V., to dissolve the Agreement or to ensure that the Client receives another product of similar quality.
- 12.6 The Client is not entitled to terminate the Agreement at an interim date.

Article 13 - Guarantee

- 13.1 iSee iKnow B.V. does not guarantee that the Software made available in the context of a SAAS service will operate without error or interruption.
- The claims under this guarantee are such that iSee iKnow B.V. will decide at its own discretion either to try and remedy or eliminate errors or to replace Carriers. This guarantee can be invoked only if the Client submits the Software and a copy of the original receipt within 90 days after the delivery date.
- 13.2 The guarantee lapses if the Client alters the Software and/or fails to install the Software in accordance with the Documentation and/or fails to operate the Software in accordance with the Documentation.
- 13.3 iSee iKnow B.V. guarantees, insofar as possible, that the Software provided by iSee iKnow B.V. does not infringe any third-party rights. See also article 12.5.

Article 14 - Liability

- 14.1 iSee iKnow B.V. or its subordinates do not accept any liability for damage or loss, including loss of data or damaged data, loss of profits, covering costs or any other particular damage, including consequential damage and indirect damage resulting from or in connection with the lack and/or application of the Delivery, or the impossibility to use it, regardless of what caused the damage and which grounds for liability are invoked in that respect, even when iSee iKnow B.V. or its recognised distributors were notified of the

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risk of such damage or loss in advance. Even when iSee iKnow B.V. or its recognised distributors are notified of the risk of such damage or loss in advance, this limitation of liability will remain fully applicable, unless it concerns damage caused by the intent or gross negligence of iSee iKnow B.V.

- 14.2 iSee iKnow B.V. accepts, insofar as is demonstrated by article 14.1, the legal obligations to pay compensation, subject to a maximum as outlined in article 14.5.
- 14.3 If it has been agreed in writing that iSee iKnow B.V. accepts liability, it is limited, as outlined in article 14.4, to a maximum as outlined in article 14.5.
- 14.4 iSee iKnow B.V.'s total liability due to any attributable failure to perform the Agreement is limited to compensation of direct damage up to at most the amount of the activities that have already been invoiced at the time the damage arose. In the event of a continuing performance agreement, the damage is limited to at most the amount that would have been invoiced during a six-month period from the moment the damage arose.
- Direct damage is exclusively taken to mean:
- the reasonable costs to be incurred by the Client in order to have iSee iKnow B.V.'s performance conform to the Agreement. However, this damage will not be compensated if the Client has dissolved the Agreement;
 - the costs incurred by the Client for keeping its old system or systems and related facilities operational out of necessity for a longer period due to the fact that iSee iKnow B.V. did not deliver on a delivery date to which it was bound, less any savings that are the result of the delayed Delivery;
 - reasonable costs, incurred in order to determine the cause and the extent of the damage, insofar as the determination relates to direct damage within the meaning of these terms and conditions;
 - reasonable costs, incurred in order to prevent or limit damage, insofar as the Client proves that these costs have led to a reduction of direct damage within the meaning of these terms and conditions.
- 14.5 In no event will the total compensation for direct damage amount to more than the sum insured.

Article 15 - Local hosting of SAAS

If the Client wishes to host the Software on a server (its own server, a virtual server or a server located at a third party) that is not in the possession or under the sole control of iSee iKnow B.V., the Client is required to treat all source code in or relating to the Software as Confidential Information. In this context, the articles in these terms and conditions are supplemented by the following additional conditions.

15.1 Confidential Information

The Client must treat all technical maintenance specifications, source codes, object codes and license codes relating to the SAAS solution provided, developed or to be developed by iSee iKnow B.V. and/or relating to the Software as Confidential Information.

15.2 Confidentiality

The Client is required to observe absolute confidentiality regarding all Confidential Information as referred to in article 15.1 and may only use this information for the purpose for which it was provided. This obligation to observe confidentiality applies not only to the Client (including, but not limited to persons employed by or working for the Client) but also to third parties, including companies affiliated to the Client and third parties/suppliers of computer centres running the iSee iKnow B.V. SAAS solution. The Client shall arrange for the respective third parties to sign a confidentiality agreement in accordance with these conditions and provide this to iSee iKnow B.V. before the Client is granted access to the Software. The obligation to observe confidentiality, referred to above, requires the Client and the third parties to take whatever measures are necessary to ensure confidentiality of the Confidential Information and, if applicable, to comply with any regulations derived from national or international legislation pertaining to the protection of the Confidential Information.

15.3 Duration

This condition shall take effect on the date when the agreement of which these terms and conditions form a part is signed and shall remain in force indefinitely, even after the Client has ceased to have access to the Software.

15.4 Return

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After termination of the agreement with iSee iKnow B.V., or if asked to do so by iSee iKnow B.V., the Client shall return all received returnable Confidential Information (including all copies and backups), as well as all other Confidential Information, including, but not limited to software loaded on devices and files, within two months, and shall destroy all remaining Confidential Information. The client shall confirm the destruction thereof to iSee iKnow B.V. in writing.

15.5 Violation

Upon violation of any condition of this article, the Client shall pay an immediately payable penalty of EUR 100,000, plus an amount of EUR 1,000 for every day the violation lasts, up to a maximum of EUR 200,000.

15.6 Intellectual property

The provision of the Confidential Information to the Client and/or third parties does not imply or grant to them any license or any other right with regard to this information.

Article 16 – Processing of personal data

16.1 Insofar iSee iKnow B.V. processes personal data as part of the execution of the Agreement, iSee iKnow B.V. is regarded as data processor according to the General Data protection Regulation ('GDPR'). iSee iKnow B.V. is not at any time entitled to use any or all of the provided personal data in any way other than for the execution of the Agreement, or to allow others to do so, unless legal requirements stipulate otherwise.

16.2 In the case referred to in article 16.1, iSee iKnow B.V. shall take appropriate technical and organisational measures in order to protect personal data against loss or any form of unlawful processing. These measures shall guarantee an appropriate level of protection, having regard to the risks involved with processing and the nature of the data to be protected, and taking into account the latest technology and the costs of implementation. These measures shall also aim to prevent unnecessary collection and further processing of personal data. iSee iKnow B.V. shall confirm the measures in writing.

16.3 iSee iKnow B.V. shall process the personal data appropriately and with due care, and in accordance with the applicable laws and regulations, as well as in accordance with the Client's code of conduct (if any), provided this is made available to iSee iKnow B.V. in a timely manner. This also applies to the cross-border transmission and/or distribution and/or provision of personal data to non-EU countries. Before processing personal data originating from the Client or its suppliers in non-EU countries, iSee iKnow B.V. shall obtain the Client's written consent to do so.

16.4 iSee iKnow B.V. is entitled to share the personal data with third parties involved in the performance of the Agreement or that it wishes to engage for that purpose.

16.5 The Client will lend its cooperation to iSee iKnow B.V. to enable iSee iKnow B.V. to comply with its statutory and contractual obligations relative to the processing of personal data.

Article 17 - Disputes

17.1 Only Dutch law applies to the Agreement or other agreements in execution thereof, whatever their form and language.

17.2 All disputes, of whatever nature, arising between the parties as a result of or in connection with the Agreement or as a result of or in connection with other agreements in execution thereof, will, to the exclusion of all other courts, be submitted to the competent court, which includes the judge in interlocutory proceedings of the District Court within the court district where iSee iKnow B.V. has its registered office.

17.3 In the event of disputes about the interpretation of these General Terms and Conditions when the General Terms and Conditions of iSee iKnow B.V. are also drawn up in a foreign language, the Dutch version will prevail.

Article 18 - Confidentiality

The parties are obliged to observe confidentiality in relation to all information and data they receive from each other unless the disclosure of such information and/or data is rendered peremptory by a statutory duty. The parties are therefore not permitted in any way, directly or indirectly, to publish or provide to any third parties any information and/or data pertaining to the other party, without that other party's prior explicit consent, or to arrange for such publication. Information and data will in any case be regarded as confidential if it is classified as such by either of the parties.