

GENERAL TERMS AND CONDITIONS WHITE LIONESSE TECHNOLOGIES B.V.

GENERAL PART

1. Applicability of the general terms and conditions

1.1 Definitions

1.1.1 The following definitions are used in the general terms and conditions of White Lioness technologies B.V.:

- a. White Lioness: White Lioness technologies B.V.
- b. Client: the contract party of White Lioness
- c. Parties: White Lioness and Client
- d. VAT: turnover tax (*Dutch: BTW*)
- e. Work: the assignment to be performed by White Lioness for a Client pursuant to the Agreement.

1.2 Applicability

- 1.2.1 These general terms and conditions shall apply to all offers and agreements and/or all contracts arising there from and/or relating thereto whereby White Lioness provides to the Client any goods and/or services whatsoever and however described. The included specific chapters in the general terms and conditions of White Lioness shall also apply. In event of a conflict between the agreement and the general terms and conditions, the agreement will prevail. If any part of this general part of the general terms and conditions conflicts or is incompatible with any of the provisions of the specific chapters in these general terms and conditions, the provisions of the specific chapters in question shall prevail.
- 1.2.2 Where the general terms and conditions of White Lioness refer to 'general terms and conditions', this shall be understood to mean the provisions of this general part in combination with the provisions in the specific chapters.
- 1.2.3 Additions to or derivations from these general terms and conditions shall only apply where agreed upon in writing between the Parties.
- 1.2.4 The applicability of any of the Client's purchasing or other conditions is expressly rejected.
- 1.2.5 If any provision of these general terms and conditions is null and void or is voided, the other provisions of these general term and conditions will remain fully in effect. In that case, White Lioness and the Client will consult with one another to agree new provisions to replace the void or voided ones. In doing so, the purpose and the meaning of the void or voided provision will be taken into account as far as possible.
- 1.2.6 White Lioness is entitled to amend the general terms and conditions. An amendment to these general terms and conditions shall come into force at the indicated date of commencement and in the absence of such date, at the moment when Client has been informed of the amendment. The amended general terms and conditions shall be sent to Client in a timely manner.

2. Offers

- 2.1 All offers and other statements issued by White Lioness are not binding until a written agreement has been concluded between the Parties on the matter of the offer and/or statements or at the moment when Work is commenced, except where specified explicitly otherwise in writing by White Lioness. Any amendments or changes to the agreement must be recorded in writing and must be signed by an authorized representative of Client and an authorized representative of White Lioness.
- 2.2 All offers issued by White Lioness are valid for two weeks as of the date of the offer, unless otherwise explicitly stated in the offer.
- 2.3 The Client shall guarantee the accuracy and completeness of the information that it submits to White Lioness and on which White Lioness bases its offer. The Client shall at all times exercise the greatest possible care to ensure that the requirements that White Lioness services must meet are accurate and comprehensive. Measurements and information stated in drawings, pictures, catalogues, websites, quotations, advertising material, standard sheets etc. shall not have a binding effect on White Lioness, except where explicitly specified otherwise by White Lioness.

3. Price and payment

- 3.1 All prices are exclusive of turnover tax ("VAT") and other government levies that have been or are later imposed. Except where explicitly agreed otherwise in writing, all prices are in Euros in all cases and the Client must effect all payments in Euro's.
- 3.2 All mentioned prices and rates are exclusive of travel costs, travel time, and other business expenses, such as lodging, parking, except if explicitly agreed otherwise in writing in the agreement.
- 3.3 All costs estimates and budgets issued by White Lioness shall be merely indicative, except where explicitly specified otherwise in writing by White Lioness. The Client may under no circumstances derive any rights or expectations from any cost estimates or budgets issued by White Lioness. An available budget made known by the Client to White Lioness shall under no circumstances apply as a (fixed) price agreed between the Parties for the service to be provided by White Lioness. White Lioness shall only be obliged to notify the Client that there is a risk that a cost estimate or budget issued by White Lioness will be exceeded if this has been agreed upon explicitly in writing between the Parties.
- 3.4 If the Client consists of more than one natural and/or legal person, each of these persons shall be joint and severally liable in respect of payment of the amounts due on the basis of the agreement.
- 3.5 The relevant document and information from White Lioness administration or systems shall be conclusive evidence of the service provided by White Lioness and the amounts payable by the Client in return for this service, without prejudice to Clients' right to submit evidence to the contrary.
- 3.6 If Client is subject to a periodic payment obligation, White Lioness shall be entitled to adjust the applicable prices and rates in writing subject to an advance notice of at least one month. If Client does not wish to agree to this change, the Client shall be entitled to terminate the agreement in writing with effect from the date on which the change is due to enter into force within thirty days following the date of notification. The Client shall not enjoy this right of termination, however, if the Parties have agreed that the applicable prices and rates shall be adjusted subjected to due observance of an index or other standard agreed between the Parties.
- 3.7 The Parties shall set the date or dates on which White Lioness shall invoice the fee for the agreed services to the Client in the agreement. Amounts due shall be paid by the Client in accordance with the payment terms that have been agreed upon or that are stated on the invoice. If no specific arrangements have been made, the Client shall effect payment within thirty days after the date of invoice. The Client shall not be entitled to suspend any payments or to set-off any amounts due.
- 3.8 If the Client fails to pay the amounts due or to pay the amounts due in a timely manner, statutory commercial interest shall be payable by the Client on the outstanding amount without a demand or notice of default being required. Also Client shall pay an amount of € 40 for administration costs related to the collecting of the debt (*Dutch: invorderingskosten*) for each amount due or not paid in a timely manner. If the Client still fails to pay the amount owed after receiving a demand or notice of default, White Lioness may refer the debt for collection in which case the Client shall also be obliged to pay all in-court and out-of-court expenses in addition to the total amount due, including all costs charged by external experts.

4. Confidentiality and approaching personnel

- 4.1 The Client and White Lioness shall ensure that all information received from the other Party that is known or should reasonably be known to be of a confidential nature is kept secret. The parties that receive such confidential information shall only use this information for the purpose for which it has been provided. Information shall in any event be regarded as confidential if it is designated as such by one of the Parties.
- 4.2 During the term of the agreement and for one year following the termination of the agreement, Client shall only engage or otherwise employ, directly or indirectly, members of staff of the other Party who are or where previously involved in the execution of the agreement after obtaining the prior written consent of the other Party. Conditions may be attached to the aforementioned consent.

5. Privacy, data processing and protection

- 5.1 If White Lioness deems it to be necessary for the purpose of executing the agreement, the Client shall, upon request, notify White Lioness immediately in writing with regard to the manner in which Client executes its obligations pursuant to legislation in respect of the protection of personal data.
- 5.2 The Client shall indemnify White Lioness against any claims by individuals whose personal data is recorded or processed within the context of a register of personal data maintained by Client or for which the Client is responsible pursuant to the law or otherwise, unless Client is able to demonstrate that the acts that form the basis of the claim are exclusively attributable to White Lioness.

- 5.3 Responsibility for the data processed using the service provided by White Lioness shall rest solely with the Client. The Client shall guarantee White Lioness that the content, the use and/or the processing of the data is not unlawful and does not infringe the rights of third parties. The Client shall indemnify White Lioness against legal claims by third parties, of whatever nature, in relation to this data or the execution of the agreement.
- 5.4 If the agreement stipulates that White Lioness is obliged to provide some form of information security, this security shall meet the specifications in respect of security agreed between the Parties in writing. White Lioness shall not guarantee that the information security will be effective under all circumstances. If the agreement does not include an explicit description of security measures, the security measures shall be of such a level that, having regard to the state of the art of sensitivity of the data and the costs associated with the implementation of the security measures are not unreasonable.
- 5.5 If computer, data or telecommunications facilities are used during the execution of the agreement or otherwise, White Lioness shall be entitled to assign access or identification codes to the Client. White Lioness shall always be entitled to change the access or identifications codes assigned to Client. Client shall treat the access and identification codes as confidential and with due care and shall only disclose these codes to authorized members of staff. White Lioness shall under no circumstances be liable for any damage or costs arising from the use or misuse of access or identification codes, except where misuse was possible as a result of an act or omission on the part of White Lioness.

6. Retention of title and rights, suspension

- 6.1 All objects delivered to Client shall remain the property of White Lioness until such time as all amounts owed by Client to White Lioness pursuant to the agreement entered into between the Parties have been paid in full. A Client that acts as a retailer shall only be entitled to sell and resell all objects that are subject to White Lioness's retention of title in so far as this is customary within the context of the normal course of its business and if White Lioness gave its prior approval to such sell and resell in writing . If Client creates a new item (partly) from items delivered by White Lioness, Client shall only create this item for the benefit of White Lioness and the Client shall retain the newly created item for White Lioness until such time as Client has paid all amounts due pursuant to the agreement; in this case White Lioness shall remain the owner of the newly created item until Client has met its payment obligations in full.
- 6.2 The property law consequences of retention of title in respect of an item that is destined for export shall be governed by Dutch law.
- 6.3 Rights, including rights of use, shall be granted to Client or transferred, where appropriate, subject to the condition that the Client has paid all of the fees due pursuant to the agreement entered into between the Parties in full. If Parties have agreed that Client shall be subject to a periodic payment obligation in respect of granting of a right of use, Client shall be entitled to the right of use for as long as it continues to meet its periodic payment obligation.
- 6.4 White Lioness may retain any items, products, proprietary rights, data documents, software, data files and (interim) results of the service provided by White Lioness received or created within the context of the agreement, contrary to an existing obligation to deliver or transfer these, until such time as Client has paid all amounts due to White Lioness.

7. Risk

- 7.1 The risk of loss, theft, misappropriation of or damage to items, products, data, documents, software, data files or other data (codes, passwords, documentation etc.) produced or used within the context of execution of the agreement, shall pass to Client when Client or one of Client's agents comes into actual possession of them. In so far as these objects are in the actual possession of White Lioness or one of its agents, White Lioness shall bear the risk of loss, theft misappropriation or damage.

8. Intellectual property rights

- 8.1 If White Lioness is willing to undertake to transfer an intellectual property right, such an undertaking may only be entered into explicitly in writing. If the Parties agree in writing that an intellectual property right in respect of software, websites, data files, hardware or other material specifically developed for Client shall be transferred to Client, this shall not affect White Lioness's right or option to use and/or to exploit the components, general principles, ideas, designs, algorithms, documentation, work, programming languages, protocols, standards and suchlike that form the basis of the development work for other purposes without any restrictions, on its own behalf or on behalf of a third party. The transfer of an intellectual property right shall also not affect White Lioness's right to carry out development work, on its own behalf or on behalf of a third party, which is similar or derived from the development work that is being carried out or has been carries out on behalf of Client.

- 8.2 All intellectual property rights to software, websites, data files, hardware or other materials such as analyses, designs, documentation, reports, quotations and related preliminary material developed or made available to Client on the basis of the agreement shall remain exclusively vested at White Lioness, its licensors or its own suppliers. Client shall only acquire those rights of use that are explicitly granted in these general terms and conditions and by law. Any rights of use granted to Client shall be non-exclusive, non-transferable to third parties and non-sublicensable.
- 8.3 Client shall not be permitted to remove or amend any details in relation to the confidential nature or in relation to copyrights, brand names, trade names or any other intellectual property right from the software, websites, data files, hardware or materials.
- 8.4 Even if the agreement does not explicitly provide for such authority, White Lioness shall be permitted to install technical provisions for the purpose of protecting the software, hardware, data files, websites and suchlike in relation to an agreed restriction to use these objects. Client shall under no circumstances be permitted to remove or circumvent such technical provisions or to arrange for this to be carried out.
- 8.5 Client warrants that no rights of third parties preclude the provision to White Lioness of software, hardware, material intended for websites (visual material, text, music domain names, logos, hyperlinks, etc.) data files or other materials, including draft materials, for the purpose of use, adaption, installation or incorporation (e.g. in a website). Client shall indemnify White Lioness against all claims by third parties based on the assertion that such provision, use, adaption, installation or incorporation constitutes an infringement of any rights of the third party in question.
- 9. Obligations to cooperate**
- 9.1 Parties acknowledge that the success of activities in the field of information and communication technology generally depends on proper and timely mutual cooperation. In order to facilitate the proper execution of the agreement by White Lioness, Client shall at all times provide White Lioness with all data or information that White Lioness deems to be useful, necessary and desirable and to give its full cooperation in a timely manner. If Client deploys its own personnel and/or agents within the context of providing cooperation in the execution of the agreement, these personnel and agents shall have the necessary knowledge, expertise and experience.
- 9.2 Client shall bear the risk of the selection, the use, the application and the management within its organization of the software, hardware, websites, data files and other products and materials and of the services to be provided by White Lioness. Client shall itself arrange for the correct installation, assembly and commissioning and for the application of the correct settings to the hardware, software, websites data files and other products and materials.
- 9.3 If Client fails to make the data, documents, hardware, software, materials or employees that White Lioness deems useful, necessary or desirable for the purpose of executing the agreement available to White Lioness, to make these available in good time or in accordance with the agreements, or if Client fails to meet its obligations in any other way, White Lioness shall be entitled to suspend the execution of the agreement in part or in full and shall also be entitled to invoice the resulting costs in accordance with its standard rates, without prejudice to White Lioness right to exercise any other statutory and/or agreed right.
- 9.4 If employees of White Lioness are carrying out activities on the premises of Client, Client shall ensure that any facilities reasonably requested by these employees, such as a workspace containing computer, data and telecommunication facilities, are provided free of charge. The workspace and facilities shall meet all statutory and other applicable requirements in relation to working conditions. Client shall indemnify White Lioness against any claims by third parties, including the employees of White Lioness, who suffer injury in connection with the execution of the agreement as a result of an act or omission on the part of Client or of unsafe situations within the organization of Client. Client shall notify the employees deployed by White Lioness of any applicable company rules or security rules prior to the commencement of the activities.
- 9.5 If use is made of computer, data or telecommunication facilities, including the internet, during the execution of the agreement, Client shall be responsible for selecting the correct resources required for this purpose and for ensuring that these are available in full and timely manner, with the exception of those facilities that fall under the direct use and management of White Lioness. White Lioness shall under no circumstances be liable for losses or costs arising as result of transmission errors, breakdowns or the non-availability of these facilities, unless Client is able to demonstrate that these losses or costs are the result of intentional act or deliberate recklessness on the part of White Lioness's management.

10. Delivery dates

- 10.1 All (delivery) periods and (delivery) dates agreed or specified by White Lioness shall be established to the best of White Lioness knowledge on the basis of the information available to it at the time of entering into the agreement. Interim (delivery) dates agreed between the Parties or specified by White Lioness shall in all cases be target dates, shall not have a binding effect on White Lioness and shall in all cases be merely indicative. White Lioness shall make every reasonable effort to observe final (delivery) periods and final (delivery) dates wherever possible. White Lioness shall not be bound by a (delivery) period or (delivery) date final or otherwise, that can no longer be achieved as a result of circumstances outside of White Lioness's control that occurred after the date on which the agreement was concluded. White Lioness shall also not be bound by a (delivery) date or (delivery) period, final or otherwise, if the Parties have agreed on a change to the content or scope of the agreement (additional work, change in specifications etc.) or a change in the approach to the execution of the agreement. If there is a risk that a time period will be exceeded, White Lioness shall consult with Client in order to discuss the implication of the overrun for the rest of schedule.
- 10.2 The mere fact that a (delivery) period or (delivery) date, final or otherwise, specified by White Lioness or agreed between the Parties has been exceeded, shall not mean that White Lioness is in default. In all cases – therefore also in the event that the Parties have agreed a final (delivery) period or (delivery) date explicitly in writing – White Lioness shall not be in default as a result of the fact that a delivery period or date has been exceeded until such time as the Client has given written notice of default. The notice of default must contain as comprehensive and detailed a description of the breach as possible, in order to ensure that White Lioness has the opportunity to respond adequately.

11. Termination and cancellation of the agreement

- 11.1 Both of the Parties shall only be authorized to rescind the agreement as a result of an attributable failure to perform this agreement if the other Party, in all cases following written notice of default providing as many details as possible and setting a reasonable term in which the breach can be remedied, attributable fail to meet its fundamental obligations arising from this agreement. Client's payment obligations and all other obligations to cooperate imposed on the Client or on a third party to be engaged by the Client shall in all cases be regarded as fundamental obligations arising from the agreement.
- 11.2 If Client has already received services for the purpose of executing the agreement at the time of rescission as referred to in clause 11.1, these services and the related payment obligation cannot be revoked unless Client is able to demonstrate that White Lioness is in default in respect of a substantial part of these services. Any amounts that White Lioness has invoiced before rescission in connection with work that it has already duly carried out or services that it has duly provided for the purpose of executing the agreement, shall remain due in full, subject to due observance of the provisions of the preceding sentence, and shall become immediately due and payable at the time of rescission.
- 11.3 If an agreement that by its nature and content is not brought to a close is entered into for an indefinite period of time, this may be terminated in writing by either Party following consultation and stating reasons. If the Parties have not agreed a notice period, a notice period of one month must be observed on termination. The Parties shall under no circumstance be obliged to pay any compensation as a result of termination of the agreement.
- 11.4 Client shall under no circumstances be entitled to terminate an agreement regarding the provision of services that has been entered into for a fixed term before the end of the agreed upon term.
- 11.5 Either of the Parties shall be entitled to terminate the agreement, in part or in full, with immediate effect, in writing without notice of default if the other party is granted a moratorium of payments, provisionally or otherwise, if a winding-up petition is filed in respect of the other Party, if the other Party's company is wound up or terminated for reasons other than reconstruction or merger, or if there is a change in the individual or board that has decisive control over Client's company. White Lioness shall under no circumstance be obliged to reimburse any sums of money that have already been received or to pay any compensation in the event of such termination. If Client becomes bankrupt or is liquidated, the right of use of the software, websites and such like made available to Client shall terminate by operation of law.

12. Liability of White Lioness

- 12.1 The total liability of White Lioness due to an attributable failure to perform the agreement or due to any other reason, explicitly including any failure to comply with a guarantee obligation agreed with Client, and in all cases per event or series of events with a common cause, the compensation shall be limited to the direct damage or loss not exceeding the sum stipulated for the agreement (excluding VAT). This limitation of liability shall apply *mutatis mutandis* to White Lioness obligation to indemnify as referred to in clause 8.5 of this general part of the general terms and conditions. If the agreement is essentially a continuing performance contract with a term of more than one year, the sum stipulated for the agreement shall be set at the total fees (excluding VAT) stipulated for the last completed quarter.

The total liability of White Lioness for direct damage or loss, for any reason whatsoever, shall, however, under no circumstance exceed € 100.000 euro (one hundred thousand euro) per event or series of events with a common cause.

- 12.2 The liability of White Lioness for indirect damage or loss, resulting loss, loss of profit, loss of savings, reduced goodwill, loss due to business interruption, loss a result of claims for the customers of Client, loss in connection with the use of items, materials or software provided by third parties that White Lioness instructed to obtain by Client and loss in connection with the engagement of secondary suppliers by White Lioness on Client instructions shall be excluded. The liability of White Lioness due to the corruption, destruction or loss of data or documents shall also be excluded.
- 12.3 The exclusions and restriction to White Lioness's liability, as described in the preceding paragraphs of article 12, shall not effect the remaining exclusions and restrictions to White Lioness's liability set out in this general part of the general terms and conditions and the other agreed specific chapters of the general terms and conditions in any way.
- 12.4 The exclusions and restrictions referred to in article 12.1 to 12.3 shall no longer apply if and in so far as the loss is the result of intentional acts or deliberate recklessness on the part of White Lioness management.
- 12.5 In case Parties have agreed to a penalty beside the right to damages, any claimable contractual penalties and amounts paid or to be paid on the grounds of indemnification shall be deducted from any damages in connection with the same event.
- 12.6 Except where performance by White Lioness is permanently impossible, White Lioness shall only be liable as a result of an attributable failure to perform an agreement if Client gives White Lioness immediate notice of default in writing, setting a reasonable term in which the breach can be remedied, and White Lioness still attributable fails to meet its obligations after this period. The notice of default must contain as comprehensive and detailed a description of the breach as possible, in order to ensure that White Lioness has the opportunity to respond adequately.
- 12.7 A condition for the existence of any right to compensation shall in all cases be that Client notifies White Lioness in writing of the loss or damages as soon as possible after it occurs. Any claims for damages or loss against White Lioness shall expire by the mere passage of three months from the date on which the claim arose.
- 12.8 Client shall indemnify White Lioness against all claims by third parties due to product liability as a result of a fault in a product or system delivered by Client to a third party and that partly consisted of hardware, software, or other materials provided by White Lioness, unless and in so far as Client is able to demonstrate that the damage or loss was caused by this hardware, software or other materials.
- 12.9 The provisions of this articles and all other restrictions and exclusions of liability referred to in these general terms and conditions shall also apply in favor of all (legal) persons that White Lioness engages to execute the agreement.
- 13. Force Majeure**
- 13.1 Neither of the Parties shall be obliged to meet any obligations, including any guarantee obligation agreed between the Parties, if it is prevented from doing so as a result of force majeure. Force majeure shall include: (i) a situation of force majeure encountered by White Lioness's own suppliers, (ii) failure by secondary suppliers engaged by White Lioness on Client's instructions to duly meet their obligations, (iii) the defectiveness of items, hardware, software or materials provided by third parties that White Lioness has been instructed to use by Client, (iv) government measures, (v) electricity failure, (vi) faults affecting the internet, computer network or telecommunication facilities, (vii) war, (viii) workload, (ix) strike action, (x) general transport problems and (xi) the unavailability of one or more member of the staff.
- 13.2 If a situation of force majeure lasts for longer than ninety days, either of the Parties shall be entitled to terminate the agreement in writing. The services already performed on the basis of the agreement shall in this case be settled on a pro rata basis, and the Parties shall not owe one another any other amounts.
- 14. Additional work/amendments**
- 14.1 If White Lioness has carried out work or performed other services that fall outside of the content or scope of the agreed work and/or services at request or with the prior consent of Client, such work or services shall be paid for by Client in accordance with the agreed rates. If no rates have been agreed, White Lioness's standard rates shall apply. White Lioness shall under no circumstances be obliged to comply with such a request, and where it does comply, it may require Client to enter into separate written agreement for this purpose.
- 14.2 Client accepts that work or services as referred to in this article may affect the agreed or anticipated time of completion of the services and the mutual responsibilities of Client and White Lioness. The fact that (the demand for) additional work arises during the execution of the agreement shall under no circumstances constitute grounds for Client to terminate or rescind the agreement.

14.3 If so far as fixed price has been agreed in respect of the service, White Lioness shall, upon written request, notify the Client in writing regarding the financial implications of the additional work or services as referred to in this article.

15. Maintenance

15.1 White Lioness shall only be obliged to perform maintenance on the software specified in the agreement between the Parties when Parties agree explicitly in writing to such maintenance and enter into a service level agreement. Except where agreed otherwise in writing, White Lioness shall not be obliged to carry out data conversion, retention or archiving.

16. Transfer of rights and obligations/subcontracting

16.1 The Client shall not be entitled to sell and/or transfer the rights and/or obligations arising from the agreement to a third party. White Lioness shall be entitled to transfer its rights to the payment of fees to a third party.

16.2 White Lioness shall be entitled to utilize the services of third parties in the execution of an agreement whether by means of subcontracting or through temporary hiring of personnel.

17. Applicable law and disputes

17.1 The agreements between White Lioness and the Client shall be governed by Dutch law. The applicability of the Convention on Contracts for the International Sale of Goods 1980 (*Weens Koopverdrag*) is excluded.

SPECIFIC CHAPTER: DEVELOPMENT OF SOFTWARE

1. Applicability

- 1.1 The provisions of this specific chapter of the general terms and conditions shall apply in addition to the provision of the general chapter of the general terms and conditions in the event that White Lioness develops software on behalf of Client for Client or one or more third parties and installs the software where applicable.
- 1.2 The provisions of this specific chapter are inextricably linked with the provisions of the general part of the general terms and conditions. In the case of conflict between the provisions of the general part and the provisions of this specific chapter, the latter shall prevail.

2. Specifications regarding software

- 2.1 If White Lioness has not already been provided with specifications or a design by or on behalf of Client before entering into the agreement, the Parties shall draw up written specifications in consultation with regard to what software will be developed and how the development will take place. Parties both acknowledge that effective coordination and good mutual communication are essential factors in the proper specification, design and development of software. Collaborations and mutual communication will take place wherever possible subject to due observance of any project plan, arrangements and/or procedures agreed between the Parties in writing.
- 2.2 Client shall at all times guarantee the correctness, completeness and consistency of any information, specifications and designs submitted to White Lioness, even if such information, specifications and designs have been provided by a third party. Any errors, omissions or inconsistencies shall at all times be at the risk and expense of Client.
- 2.3 White Lioness is entitled, however not obliged, to check the correctness, completeness and consistency of the information, specifications or designs submitted to it and on identifying any errors or omissions to suspend the agreed work until such time as Client has fixed the errors or omissions in question. Client undertakes to notify White Lioness in all cases as soon and in as much detail as possible of any errors or omissions in the specifications or the design for the software to be developed of which it becomes aware.
- 2.4 If Parties are using a development method that is characterized by the basic principle that the design and/or development of parts of the software shall be governed by a prioritization in relation to the specifications that its to be determined in greater detail during the execution of the agreement, this prioritization shall in all cases by drawn up in consultation between Parties.

3. Development of software

- 3.1 White Lioness shall develop the software with due care, subject to due observance of the software specifications or design and – where appropriate – with due observance of the project plan, methods, techniques, arrangements and/or procedures agreed in writing with Client. Before commencing the development work, White Lioness may require Client to issue a written declaration of its full and unconditional agreement to the specifications or design. White Lioness shall be entitled to suspend its activities until such time as Client has issued a written declaration of its full and conditional approval to the specifications or design.
- 3.2 White Lioness shall in all cases carry out the development work on the basis of a best efforts obligation, unless and in so far as White Lioness has explicitly undertaken in the written agreement to achieve a specific result and the result in question is sufficiently determined.
- 3.3 If it has been agreed that the development of the software will take place in stages or if White Lioness is using a development method that is based on phased implementation, White Lioness shall be entitled to delay the start of the services associated with a stage until such time as Client has approved the results of the previous stage in writing.
- 3.4 Except where otherwise agreed in writing, White Lioness shall not be obliged to follow timely and well-founded instructions issued by Client during the realization of the development work. White Lioness shall not be obliged to follow instructions that change or extend the content or scope of the White Lioness's performance obligations. If such instructions are followed, however, compensation shall be provided for the work in question in accordance with the standard rates of White Lioness.
- 3.5 If the agreement regarding the development of software has been entered into with a view to execution by one or more specific individuals, White Lioness shall at all times be entitled to replace these individuals, following consultation with the Client, at a time to be determined by White Lioness with one or more other individuals with the same qualifications.
- 3.6 The Client shall provide White Lioness with the opportunity to carry out the work outside of normal working days and working hours at the Client's offices or site.

4. Delivery and installation

- 4.1 White Lioness shall deliver the software to the Client on data media of the agreed type and format, or using telecommunication facilities (online). White Lioness shall determine the delivery method.
- 4.2 White Lioness will only install the software on the Client's premises if this has been agreed between the parties in writing. If no explicit agreements have been made in this regard, the Client itself shall install, set up, configure and tune the software, and adapt the hardware used and operating environment where necessary. Except where agreed otherwise in writing, White Lioness shall not be obliged to carry out data conversion.
- 4.3 If relevant, the user documentation shall be provided in paper or digital format. White Lioness shall decide on the format and language in which the user documentation is provided.

5. Acceptance test and acceptance

- 5.1 If the Parties have not agreed that an acceptance test will be carried out, Client shall accept the software in conditions that it is in at the time of delivery ("as is"), therefore with all visible and invisible errors and defects, without prejudice to White Lioness' obligations pursuant to the guarantee in article 11 of this specific chapter.
- 5.2 If the Parties have agreed to an acceptance test in writing, the provisions of Article 5.3 to 5.10 inclusive of this specific chapter shall apply.
- 5.3 Where this module refers to 'errors', this shall be understood to mean the substantial failure to meet the functional or technical specifications explicitly agreed in writing between the Parties. An error shall only be deemed to exist if Client is able to demonstrate the error, if it can be reproduced and is fully documented. Client is obliged to notify White Lioness immediately of any errors.
- 5.4 If an acceptance test has been agreed to, the test period shall be fourteen days following delivery or, if it has been agreed in writing that White Lioness will carry out the installation, following completion of the installation. Client is not entitled to use the software for productive or operational purposes during the test period. Client shall carry out the agreed acceptance test on the (interim) results of the development work using appropriately qualified personnel, with an adequate scope and in sufficient depth, and will provide White Lioness with a written, clear and understandable report on the test results.
- 5.5 If an acceptance test has been agreed to, Client shall be obliged to assess under its full and exclusive responsibility whether the software delivered conforms to the functional or technical specifications made known by White Lioness in writing and, if the software is entirely or partly custom-designed, the functional or technical specifications explicitly agreed between the Parties in writing. Except where agreed otherwise in writing, any assistance provided by or on behalf of White Lioness during the performance of an acceptance test shall be entirely at the risk and expense of the Client.
- 5.6 The software shall be deemed to have been accepted between the Parties:
 - a. if the Parties have not agreed to an acceptance test: on delivery or, if it has been agreed in writing that White Lioness will carry out the installation, on completion of the installation, or
 - b. if the Parties have agreed to an acceptance test: on the first day following the test period, or
 - c. if White Lioness receives a test report as referred to in Article 5.7 before the end of the test period: at such time as the errors described in the test report have been fixed, notwithstanding the presence of defects that do not preclude acceptance according to Article 5.8. Contrary to the above, if Client uses the software for productive or operational purposes before the time of explicit acceptance, the software shall be deemed to have been accepted in full from the time at which such use commenced.
- 5.7 If on carrying out the agreed acceptance test it emerges that the software contains errors, Client shall notify White Lioness of the errors no later than on the last day of the test period by means of a written and detailed test report. White Lioness shall make every effort to fix the errors identified within a reasonable period of time, whereby White Lioness shall be entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software. The Client shall assist White Lioness in remedying the defect, and in particular shall provide all available documents, error logs and other documentation as required by White Lioness for an analysis of the defect and/or to remedy the same. Client shall accord White Lioness reasonable time and opportunity to perform the reworking. After finalizing the fixing of the errors, a second acceptance test will be carried out by Client. If the second acceptance test carried out by Client again reveals errors, laid down in a test report, as referred to in Article 5.5 White Lioness is entitled to appoint an independent expert in the field of such software, in consultation with Client, to perform the acceptance test again. If such third party expert determines that there are indeed material errors, White Lioness shall make every effort to fix such identified errors by the third party expert within a reasonable time period. If within 10 business days after reception of the test report of the second acceptance test Parties do not agree on the appointment of the third party expert, a request for an appointment of the third party expert may be submitted to the applicable District Court.

The third party expert shall at all times: (i) give Client and White Lioness a reasonable opportunity to make oral and written representations to him and permit each of them to be present while oral representations are made by the other Party and to require that copies of any written representations are supplied to the other Party without delay and (ii) make his judgment available in writing.

- 5.8 Acceptance of the software may not be withheld on grounds that do not relate to the specifications explicitly agreed between the Parties, nor due to the existence of minor errors, these being errors that cannot reasonably be deemed to prevent the operational or productive use of the software, without prejudice to the obligation of White Lioness to fix these minor errors within the context of the guarantee scheme in Article 11, if and in so far as applicable. Acceptance may also not be withheld on the basis of aspects of the software that can only be assessed subjectively, such as aesthetic aspects and aspects relating to the design of user interfaces.
- 5.9 If the software is delivered and tested in stages and/or parts, the non-acceptance of a specific stage and/or part shall not affect the acceptance of a previous stage and/or other part, where appropriate.
- 5.10 Acceptance of the software by one of the methods referred to in this Article shall mean that White Lioness is discharged in respect of compliance with its obligations in relation to the development of the software and, if it has been agreed that White Lioness will carry out the installation, with its obligations in relation to the installation of the software. Acceptance of the software shall not affect the Client's rights pursuant to Article 5.8 in relation to minor errors and Article 11 in relation to the guarantee scheme.

6. Right of use

- 6.1 White Lioness shall make the software developed on behalf of Client and the corresponding user documentation available to Client for use.
- 6.2 The software source code and the technical documentation produced during the development of the software shall only be made available to the Client if and in so far as this has been agreed in writing. If this is the case, the Client shall only be entitled to make changes to this software if it has the prior written consent of White Lioness. If White Lioness is ordered in court to provide the Client with the source code and/or technical documentation, White Lioness may impose a reasonable fee.
- 6.3 Except where agreed otherwise in writing, White Lioness shall not be obliged to provide the auxiliary software and program or data libraries required for the development, use and/or maintenance of the software. If, contrary to the foregoing, White Lioness is also required to provide auxiliary software and/or program or data libraries, White Lioness may require the Client to enter into a separate written agreement for this purpose. The provision of such auxiliary software and/or program or data libraries shall be invoiced separately at the standard rates of White Lioness as appropriate.
- 6.4 Except where otherwise agreed in writing, White Lioness's performance obligations shall not include the maintenance of the software and/or the provision of support to the users of the software. If, contrary to the foregoing, White Lioness is also required to provide maintenance and/or support, White Lioness may require the Client to enter into a separate written agreement for this purpose. Such work and services shall be invoiced separately at the standard rates of White Lioness as appropriate.
- 6.5 Without prejudice to the provisions of the general part of the general terms and conditions, the right of use of the software shall in all cases be non-exclusive, non-transferable and non-sublicensable unless agreed otherwise between Parties explicitly in writing.

7. Restrictions

- 7.1 If the written agreement explicitly stipulates that all design and development costs shall be born exclusively and in full by Client, the right of use of software developed on behalf of Client shall not be subject to any restrictions, without prejudice to the remaining provisions of the general part of the general terms and conditions including the provisions of article 7.6 of this part.
- 7.2 If Parties have agreed to restrictions on use, Client shall strictly comply with the agreed restrictions on the right of use of the software in all cases. Client is aware that the violation of an agreed restriction on use shall constitute both breach of the contract with White Lioness and an infringement of the intellectual property rights in respect of the software. The agreed restrictions on use may, for example, relate to such aspects as:
- a. the kind or type of hardware that the software is intended for, and/or
 - b. the maximum number of processing units that the software is intended for, and/or
 - c. specific – referred to by name or job title or otherwise – individuals who are permitted to use the software within the Client's organization, and/or

- d. the maximum number of users who are permitted to use the software – simultaneously or otherwise – within the Client's organization, and/or
 - e. the location at which the software may be used, and/or
 - f. specific forms and purposes of use (e.g. commercial use or use for private purposes), and/or
 - g. any other quantitative or qualitative restriction.
- 7.3 If Parties have agreed that the software may only be used in combination with specific hardware or a specific kind or type of hardware, Client shall be entitled in the event of malfunction of the relevant hardware to use the software on other hardware of the same kind or type for the duration of the malfunction.
- 7.4 White Lioness may require Client to refrain from using the software until such time as Client has requested and obtained one or more codes (passwords, identity codes etc.), required for use, from White Lioness, its own supplier, or the software manufacturer.
- 7.5 Under no circumstances shall Client circumvent technical provisions intended to protect the software against unlawful or unauthorized use, or arrange for this to be carried out.
- 7.6 Except where agreed otherwise in writing, Client shall only be permitted to use the software within and on behalf of its own company or organization. Except where agreed otherwise in writing, Client shall not use the software to process data on behalf of third parties, e.g. for services such as 'time-sharing', 'application service provision', 'software as a service' and 'outsourcing'.
- 7.7 Client shall not be permitted to sell, rent out, transfer or grant restrictive rights to the software and the media on which the software is stored, or to make these available to third parties in any way or for any purpose. Client shall also refrain from granting third parties access – remote or otherwise – to the software or providing the software to a third party for the purpose of hosting, even if the third party in question only uses the software on behalf of the Client.
- 7.8 Upon request, Client shall immediately lend its full cooperation to any investigations to be conducted by or on behalf of White Lioness in relation to the Client's compliance with the agreed restrictions on use. At the first request of White Lioness, Client shall grant White Lioness access to its buildings and systems. White Lioness shall maintain the confidentiality of all company information to be regarded as confidential that White Lioness obtains from or on the premises of the Client within the context of this type of investigation, in so far as this information does not relate to the use of the software itself.
- 8. Term of the agreement**
- 8.1 Software developed on behalf of Client shall be made available to Client for the term agreed between the Parties. If no term has been agreed between the Parties, the term of the right of use shall not be subject to a time limit and White Lioness shall not be entitled to terminate the agreement by giving notice, provided that Client strictly complies with all of its obligations vis-à-vis White Lioness arising from the agreement.
- 8.2 Where appropriate, Client shall return all copies of the software that it has in its possession to White Lioness immediately following expiry of the right of use of the software. If the Parties have agreed that the Client will destroy the relevant copies at the end of the agreement, Client shall notify White Lioness immediately in writing that this has been carried out. White Lioness shall not be obliged to provide Client with assistance on or after expiry of the right of use with a view to data conversion required by the Client.
- 9. Remuneration for development work**
- 9.1 If an invoicing schedule has not been agreed, all amounts relating to the development of software shall in each case be payable in arrears each calendar month.
- 9.2 Except where agreed otherwise in writing, the price for the development work shall also include the fee in respect of the right of use of the software.
- 9.3 Except where agreed otherwise in writing, the software development fee shall not include a fee for the auxiliary software and program and data libraries required by the Client, any installation services and any adjustments to and/or maintenance of the software and hardware. The right of use fee also does not include the provision of support to users of the software. Such work and services shall be invoiced separately at standard rates of White Lioness as appropriate.
- 10. Modifications of the software**
- 10.1 Except where agreed otherwise in writing and notwithstanding exceptions set out in law, Client shall not be permitted to modify the software in part or in full without the prior written consent of White Lioness. White Lioness shall at all times be entitled to refuse its consent or to attach conditions to its consent, including conditions in relation to the method and quality of implementation of the modifications required by the Client.

10.2 Client shall bear all risks associated with modifications carried out by or on behalf of the Client by third parties with the consent of White Lioness or otherwise.

11. Guarantee

11.1 White Lioness shall not guarantee that the software developed on behalf of the Client will be suitable for the actual and/or envisaged use by the Client. White Lioness shall also not guarantee that the software will operate with no interruptions, errors or other defects or that all errors and defects will always be fixed.

11.2 White Lioness shall make every effort to fix errors in the software within the meaning of article 5.3 of this specific chapter within a reasonable period of time if White Lioness receives detailed, written notification of these errors within a period of three months following delivery or, if the parties have agreed to an acceptance test, within three months of acceptance. Errors shall be fixed free of charge, unless the software was developed on behalf of the Client other than at a fixed price, in which case White Lioness shall invoice the costs associated with fixing the errors at its standard rates. White Lioness shall be entitled to invoice the costs of fixing errors at its standard rates in the event of operational errors or improper use by the Client, or other causes that are not attributable to White Lioness or if the errors could have been discovered during the execution of the agreed acceptance test. White Lioness shall not be obliged to fix errors if Client has made changes to the software, or has arranged for this to be carried out, without the written consent of White Lioness. Such consent shall not be withheld on unreasonable grounds.

11.3 The fixing of errors shall take place at a location to be determined by White Lioness. White Lioness shall be entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software at any time.

11.4 Under no circumstances shall White Lioness be obliged to recover damaged or lost data.

11.5 White Lioness shall not be obliged to fix errors that are reported following expiry of the guarantee period referred to in Article 11.2 of this module, unless Parties have entered into a separate maintenance agreement that incorporates an obligation to this effect.

12. Confidentiality

12.1 Client acknowledges that the software is of a confidential nature and contains trade secrets of White Lioness, its own suppliers and/or the software manufacturer.

SPECIFIC CHAPTER: SOFTWARE LICENSE

1. Applicability

- 1.1 The provisions of this specific chapter of the general terms and conditions shall apply in addition to the provision of the general chapter of the general terms and conditions in the event that White Lioness makes software available to the Client for use on the basis of a license.
- 1.2 The provisions of this specific chapter are inextricably linked with the provisions of the general part of the general terms and conditions. In the case of conflict between the provisions of the general part and the provisions of this specific chapter, the latter shall prevail.

2. Right of use

- 2.1 White Lioness shall make the computer programs specified in the agreement and the corresponding user documentation, hereinafter referred to as 'the software', available to Client for use. Client shall take all appropriate measures to make sure that the software and the source of White Lioness will be protected at the premises of Client, using at least the same degree of care and protection as it uses to safeguard its own information of a highly confidential nature.
- 2.2 Except where agreed otherwise in writing, White Lioness's obligation to provide and the Client's right of use shall solely extend to the so-called software object code. The Client's right of use shall not extend to the software source code. The software source code and the technical documentation produced during the development of the software shall not be made available to Client under any circumstances, even if the Client is prepared to pay financial compensation for this information.
- 2.3 Except where agreed otherwise in writing, White Lioness shall not be obliged to provide any software or program or data libraries other than those agreed, even if these are required for the use and/or maintenance of the software. If, contrary to the foregoing, White Lioness is required to provide software and/or program or data libraries other than those agreed, White Lioness may require the Client to enter into a separate written agreement for this purpose.
- 2.4 Except where otherwise agreed in writing, the performance obligations of White Lioness shall not include the maintenance of the software and/or the provision of support to the users of the software. If, contrary to the foregoing, White Lioness is also required to provide such maintenance and/or support, the Supplier may require the Client to enter into a separate written agreement for this purpose.
- 2.5 Without prejudice to the provisions of the general part of the general terms and conditions, the right of use of the software shall in all cases be non-exclusive, non-transferable and non-sublicensable.

3. Restrictions on use

- 3.1 Client shall strictly observe the restrictions on the right of use of the software agreed between the Parties at all times. Client is aware that the violation of an agreed restriction on use shall constitute both breach of the contract with White Lioness and an infringement of the intellectual property rights in respect of the software. The agreed restrictions on use may, for example relate to such aspects as:
 - a. the kind or type of hardware that the software is designed for, and/or
 - b. the maximum number of processing units that the software is designed for, and/or
 - c. specific – referred to by name or job title or otherwise – individuals who may use the software within the Client's organisation, and/or
 - d. the maximum number of users who may use the software – simultaneously or otherwise – within the Client's organisation, and/or
 - e. the location at which the software may be used, and/or
 - f. specific forms and purposes of use (e.g. commercial use or use for private purposes), and/or
 - g. any other quantitative or qualitative restriction.
- 3.2 If the Parties have agreed that the software may only be used in combination with specific hardware or a specific kind or type of hardware, Client shall be entitled in the event of malfunction of the relevant hardware to use the software on other hardware of the same kind or type until the original hardware is restored to working order.
- 3.3 White Lioness may require Client to refrain from using the software until such time as Client has requested and obtained one or more codes (passwords, identity codes etc.), required for use, from White Lioness, its own supplier, or the software manufacturer, as the case may be. White Lioness shall be entitled to arrange for technical measures to be taken at any time in order to protect the software against unlawful use and/or against use in a manner or for purposes other than those agreed between the Parties.
- 3.4 Under no circumstances shall Client remove or circumvent technical provisions intended to protect the software, or arrange for this to be carried out.

- 3.5 Except where agreed otherwise in writing, Client shall only be permitted to use the software within and on behalf of its own company or organisation and only for the intended use. Except where agreed otherwise in writing, Client shall not use the software to process data on behalf of third parties, e.g. for services such as 'time-sharing', 'application service provision', 'software as a service' and 'outsourcing'.
- 3.6 Client shall not be permitted to sell, rent out, transfer or grant restrictive rights to the software, the media on which the software is stored and the certificates of authenticity issued by White Lioness on provision of the software, or to make these available to third parties in any way or for any purpose. Client shall also refrain from granting third parties access – remote or otherwise – to the software or providing the software to a third party for the purpose of hosting, even if the third party in question only uses the software on behalf of Client.
- 3.7 Upon request, Client shall immediately lend its full cooperation to any investigations to be conducted by or on behalf of White Lioness in relation to the Client's compliance with the agreed restrictions on use. At the first request of White Lioness, Client shall grant White Lioness access to its buildings and systems. White Lioness shall maintain the confidentiality of all company information to be regarded as confidential that White Lioness obtains from or on the premises of Client within the context of this type of investigation, in so far as this information does not relate to the use of the software itself.

4. Delivery and installation

- 4.1 White Lioness shall deliver the software to Client on data media in the agreed format or, if no clear agreements have been made in this regard, on data media in a format to be determined by White Lioness. Alternatively, White Lioness shall deliver the software to Client using telecommunication facilities (online). White Lioness shall determine the delivery method.
- 4.2 White Lioness shall only install the software on the Client's premises if this has been agreed between the Parties in writing. If no explicit agreements have been made in this regard, Client itself shall install, set up, configure and tune the software, and adapt the hardware used and operating environment where necessary. Except where agreed otherwise in writing, White Lioness shall not be obliged to carry out data conversion, retention or archiving.
- 4.3 The user documentation shall be provided in paper or digital format, with the content to be determined by White Lioness. White Lioness shall decide on the format and language in which the user documentation is provided.

5. Acceptance test and acceptance

- 5.1 If the Parties have not agreed that an acceptance test will be carried out, Client shall accept the software in conditions that it is in at the time of delivery ("as is"), therefore with all visible and invisible errors and defects, without prejudice to White Lioness' obligations pursuant to the guarantee in article 11 of this specific chapter.
- 5.2 If the Parties have agreed to an acceptance test in writing, the provisions of Article 5.3 to 5.10 inclusive of this specific chapter shall apply.
- 5.3 Where this module refers to 'errors', this shall be understood to mean the substantial failure to meet the functional or technical specifications explicitly agreed in writing between the Parties. An error shall only be deemed to exist if Client is able to demonstrate the error, if it can be reproduced and is fully documented. Client is obliged to notify White Lioness immediately of any errors.
- 5.4 If an acceptance test has been agreed to, the test period shall be fourteen days following delivery or, if it has been agreed in writing that White Lioness will carry out the installation, following completion of the installation. Client is not entitled to use the software for productive or operational purposes during the test period. Client shall carry out the agreed acceptance test on the (interim) results of the development work using appropriately qualified personnel, with an adequate scope and in sufficient depth, and will provide White Lioness with a written, clear and understandable report on the test results.
- 5.5 If an acceptance test has been agreed to, Client shall be obliged to assess under its full and exclusive responsibility whether the software delivered conforms to the functional or technical specifications made known by White Lioness in writing and, if the software is entirely or partly custom-designed, the functional or technical specifications explicitly agreed between the Parties in writing. Except where agreed otherwise in writing, any assistance provided by or on behalf of White Lioness during the performance of an acceptance test shall be entirely at the risk and expense of the Client.
- 5.6 The software shall be deemed to have been accepted between the Parties:
- a. if the Parties have not agreed to an acceptance test: on delivery or, if it has been agreed in writing that White Lioness will carry out the installation, on completion of the installation, or
 - b. if the Parties have agreed to an acceptance test: on the first day following the test period, or

- c. if White Lioness receives a test report as referred to in Article 5.7 before the end of the test period: at such time as the errors described in the test report have been fixed, notwithstanding the presence of defects that do not preclude acceptance according to Article 5.8. Contrary to the above, if Client uses the software for productive or operational purposes before the time of explicit acceptance, the software shall be deemed to have been accepted in full from the time at which such use commenced.
- 5.7 If on carrying out the agreed acceptance test it emerges that the software contains errors, Client shall notify White Lioness of the errors no later than on the last day of the test period by means of a written and detailed test report. White Lioness shall make every effort to fix the errors identified within a reasonable period of time, whereby White Lioness shall be entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software. The Client shall assist White Lioness in remedying the defect, and in particular shall provide all available documents, error logs and other documentation as required by White Lioness for an analysis of the defect and/or to remedy the same. Client shall accord White Lioness reasonable time and opportunity to perform the reworking. After finalizing the fixing of the errors, a second acceptance test will be carried out by Client. If the second acceptance test carried out by Client again reveals errors, laid down in a test report, as referred to in Article 5.5, White Lioness is entitled to appoint an independent expert in the field of such software, in consultation with Client, to perform the acceptance test again. If such third party expert determines that there are indeed material errors, White Lioness shall make every effort to fix such identified errors by the third party expert within a reasonable time period. If within 10 business days after reception of the test report of the second acceptance test Parties do not agree on the appointment of the third party expert, a request for an appointment of the third party expert may be submitted to the applicable District Court. The third party expert shall at all times: (i) give Client and White Lioness a reasonable opportunity to make oral and written representations to him and permit each of them to be present while oral representations are made by the other Party and to require that copies of any written representations are supplied to the other Party without delay and (ii) make his judgment available in writing.
- 5.8 Acceptance of the software may not be withheld on grounds that do not relate to the specifications explicitly agreed between the Parties, nor due to the existence of minor errors, these being errors that cannot reasonably be deemed to prevent the operational or productive use of the software, without prejudice to the obligation of White Lioness to fix these minor errors within the context of the guarantee scheme in Article 11, if and in so far as applicable. Acceptance may also not be withheld on the basis of aspects of the software that can only be assessed subjectively, such as aesthetic aspects and aspects relating to the design of user interfaces.
- 5.9 If the software is delivered and tested in stages and/or parts, the non-acceptance of a specific stage and/or part shall not affect the acceptance of a previous stage and/or other part, where appropriate.
- 5.10 Acceptance of the software by one of the methods referred to in this Article shall mean that White Lioness is discharged in respect of compliance with its obligations in relation to the development of the software and, if it has been agreed that White Lioness will carry out the installation, with its obligations in relation to the installation of the software. Acceptance of the software shall not affect the Client's rights pursuant to Article 5.8 in relation to minor errors and Article 11 in relation to the guarantee scheme.
- 6. Term of the agreement**
 - 6.1 The agreement regarding the provision of the software has been entered into for the term agreed between the Parties. If no term has been agreed, a term of one year shall apply. The agreement shall commence on the day on which Client is provided with the software. The term of the agreement shall be extended automatically by the term of the original period each time, unless the Client or White Lioness terminates the agreement in writing with due observance of a notice period of one month prior to the end of the period in question.
 - 6.2 Client shall return all copies of the software that it has in its possession to White Lioness immediately following expiry of the right of use of the software. If the Parties have agreed that the Client will destroy the relevant copies at the end of the agreement, Client shall notify White Lioness immediately in writing that this has been carried out. White Lioness shall not be obliged to provide Client with assistance on or after expiry of the right of use with a view to data conversion required by Client.
- 7. Right of use fee**
 - 7.1 Except where agreed otherwise in writing, the right-of-use fee agreed between the Parties shall be due on the dates agreed between the Parties or, if no dates have been agreed:
 - a. if the Parties have not agreed that White Lioness will carry out the installation of the software: on delivery of the software or, if the right-of-use fee is due periodically, on delivery of the software and subsequently on commencement of each new right-of-use period;

- b. if the Parties have agreed that White Lioness will carry out the installation of the software: on completion of the installation of the software or, if the right-of-use fee is due periodically, on completion of the installation of the software and subsequently on commencement of each new right-of-use period.
- 7.2 Except where agreed otherwise in writing, White Lioness shall not be obliged to install or adapt the software. If, contrary to the foregoing, White Lioness is also required to carry out installation activities or activities in relation to the adaptation of the software, White Lioness may require Client to enter into a separate written agreement for this purpose. Such work shall be invoiced separately at the standard rates of White Lioness as the occasion arises.
- 8. Modification of the software**
- 8.1 Except where agreed otherwise in writing and notwithstanding exceptions set out in law, Client shall not be entitled to modify the software in part or in full without the prior written consent of White Lioness. White Lioness shall at all times be entitled to refuse its consent or to attach conditions to its consent, including conditions in relation to the method and quality of implementation of the modifications required by Client.
- 8.2 Client shall bear all risks associated with modifications carried out by or on behalf of Client by third parties with the consent of White Lioness or otherwise.
- 9. Penalty**
- 9.1 If Client does not fulfill its obligations under this specific chapter of the general terms and conditions, a penalty in the amount of 1 million euro will be immediately be due and payable, for each violation, and also a penalty of € 25,000 euro per day for each day that Client remains, despite a warning, in violation of the obligations under this specific chapter of the general terms and conditions, notwithstanding the right of White Lioness to recover actual damages or any other relief permitted under law.
- 10. Guarantee**
- 10.1 White Lioness shall not guarantee that the software made available to Client will be fit for the actual and/or intended use by Client. White Lioness shall also not guarantee that the software will operate with no interruptions, errors or defects or that all errors and defects will always be fixed.
- 10.2 White Lioness shall make every effort to fix errors in the software within the meaning of Article 5.3 of this specific chapter within a reasonable period of time if White Lioness receives detailed, written notification of these errors within a period of three months following delivery or, if the parties have agreed to an acceptance test, within three months of acceptance. Errors shall be fixed free of charge, unless the software was developed on behalf of Client other than at a fixed price, in which case White Lioness shall invoice the costs associated with fixing the errors at its standard rates. White Lioness shall be entitled to invoice the costs of fixing errors at its standard rates in the event of operational errors or improper use by Client, or other causes that are not attributable to White Lioness, or if the errors could have been discovered during the execution of the agreed acceptance test. White Lioness shall not be obliged to fix errors if Client has made changes to the software, or has arranged for this to be carried out, without the written consent of White Lioness. Such consent shall not be withheld on unreasonable grounds.
- 10.3 The fixing of errors shall take place at a location to be determined by White Lioness. White Lioness shall be entitled to install temporary solutions, workarounds or problem-avoiding restrictions in the software at any time.
- 10.4 Under no circumstances shall White Lioness be obliged to recover damaged or lost data.
- 10.5 White Lioness shall not be obliged to fix errors that are reported following expiry of the guarantee period referred to in Article 10.2 of this module, unless the Parties have entered into a separate maintenance agreement that incorporates an obligation to this effect.
- 11. Confidentiality**
- 11.1 Client acknowledges that the software is of a confidential nature and that this software contains trade secrets of White Lioness, its own suppliers and/or the software manufacturer.
- 12. Maintenance agreement**
- 12.1 If Client has not entered into a maintenance agreement with White Lioness at the same time as concluding an agreement regarding the provision of the software, White Lioness shall not be obliged to enter into a maintenance agreement in respect of the software at a later point in time.

SPECIFIC CHAPTER: SECONDMENT SERVICES

1. Applicability

- 1.1 The provisions of this specific chapter of the general terms and conditions shall apply in addition to the provision of the general chapter of the general terms and conditions in the event that White Lioness makes one or more employees available to Client, on payment of a fee, for the purpose of carrying out work under Clients management and supervision.
- 1.2 The provisions of this specific chapter are inextricably linked with the provisions of the general part of the general terms and conditions. In the case of conflict between the provisions of the general part and the provisions of this specific chapter, the latter shall prevail.

2. Services

- 2.1 White Lioness shall make the employee referred to in the agreement between Parties available to Client for the purpose of carrying out work under the Client's management and supervision in accordance with the agreements reached between the Parties. Except where agreed otherwise, the employee shall be made available to Client on the basis of forty hours per week during standard working days of White Lioness. In the event that employee will perform the work outside normal business hours of Client, the applicable hourly rate will be doubled.
- 2.2 Client shall only be entitled to set the employee made available to work on activities other than the agreed activities or activities outside of the Netherlands if White Lioness has issued its written consent to this in advance. White Lioness may withhold the requested consent or impose (financial) conditions on such a change in activities or employment outside of the Netherlands at its own discretion.
- 2.3 Client shall not be permitted to second the employee made available to a third party or to make him or her available to carry out work under the management and supervision of this third party, except where agreed otherwise in writing.

3. Durations and termination

- 3.1 The agreement shall be entered into for a fixed term or an indefinite period of time. If Parties have not reached any agreements in this regard, the agreement shall be entered into for an indefinite period of time.
- 3.2 If the agreement has been entered into for an indefinite period of time, a notice period shall apply to each of Parties as agreed. If no specific arrangements have been made, the notice period shall be one calendar month. Notice of termination must be given in writing. White Lioness shall under no circumstances be obliged to pay any compensation as a result of termination of the agreement.
- 3.3 If the agreement has been entered into for a fixed period of time, it shall be terminate by operation of law at the end of the agreed term.

4. Replacement

- 4.1 White Lioness shall make every reasonable effort to ensure that the employee made available remains available for work during the agreed days and hours for the term of the agreement. Even if the agreement has been entered into with a view to implementation by a specific individual, White Lioness shall at all times be entitled to replace this individual with one or more other individuals with the same qualifications following consultation with the Client.
- 4.2 Client shall be entitled to request that the employee made available be replaced (i) if the employee made available demonstrably fails to meet the quality requirements explicitly agreed and the Client notifies White Lioness of this in writing, stating reasons, within three working days following commencement of the work, or (ii) if the employee made available suffers a long-term illness or leaves the employment of White Lioness. White Lioness shall respond to the request immediately and treat it as a priority. White Lioness shall not guarantee that it will always be possible to replace the employee. If it is not possible to provide a replacement or to provide a replacement immediately, the Client's right to further compliance with the agreement and all rights enjoyed by the Client in relation to non-compliance with the agreement shall lapse. The Client's payment obligations in respect of the work carried out shall continue to apply in full.

5. Working week, hours and conditions

- 5.1 The working hours, rest periods and working week of the employee made available shall be the same as the Client's standard times and week, except where agreed otherwise. The Client shall guarantee that the working hours and rest periods and the working week of the employee made available comply with the relevant legislation and regulations.
- 5.2 Client shall inform White Lioness as soon as possible with regard to the intended closure of its business or organization during the term of the agreement. If Client fails to inform White Lioness in good time, the agreed rate shall be payable in full by the Client for the period during which the business or organization is closed.

5.3 The Client shall treat the employee made available in the same careful manner that it is obliged to treat its own employees.

5.4 The Client shall be obliged to comply with the relevant legislation and obligations arising from associated regulations in the field of safety in the workplace and good working conditions in general in respect of the employee made available.

6. Price and payment

6.1 If the employee made available works for longer than the agreed or standard number of working hours or outside of the standard working days of White Lioness on behalf or at the request of the Client, Client shall be required to pay the agreed additional hourly rate for these hours. If no additional hourly rate has been agreed, the standard additional hourly rate of White Lioness shall apply. White Lioness shall notify the Client of the applicable additional hourly rate upon request.

6.2 Client shall be invoiced for the costs and time involved in travelling to and from work in accordance with the standard rules and criteria of White Lioness. White Lioness shall notify Client of these standard rules and criteria upon request.

6.3 If agreed between the Parties in writing, White Lioness shall supply a breakdown based on timesheets together with each invoice.

6.4 White Lioness shall be entitled to adjust the rates that apply to the employee made available in the event of any changes to his or her role or job description. White Lioness shall notify Client of any such change in rates no later than thirty days before the change takes effect. If Client does not wish to agree to this change, Client shall be entitled to terminate the agreement in writing with effect from the date on which the change is due to enter into force within fourteen days following the date of notification.

7. Recipient's liability, other liability and indemnity

7.1 White Lioness shall be responsible for the payment, in good time and in full, of the payable tax, national insurance contributions and turnover tax due in respect of the employee made available in connection with the agreement with the Client. White Lioness shall indemnify Client against all claims by the tax and customs administration, or by authorities responsible for the implementation of national insurance legislation, arising from the agreement with Client, under the condition that Client notifies White Lioness immediately in writing of the existence and content of the claim and leaves the disposal of the case, including any settlements effected, entirely to White Lioness. To this end, Client shall provide White Lioness with the powers of attorney, information and cooperation that it requires in order to defend itself, where necessary in the name of the Client, against these claims.

7.2 White Lioness does not accept any liability for the selection of the employee to be made available or for the results of work carried out under the supervision and management or the authority of the Client.

7.3 Client shall be liable for any damage suffered by the employee made available during or in connection with the work that he or she is instructed to carry out. Client shall indemnify White Lioness against all claims from third parties arising from or leading back to the work carried out by the employee made available within the context of the agreement. Client shall indemnify White Lioness against any liability arising from physical injury suffered by or the death of the employee made available in connection with the execution of the agreement entered into between White Lioness and the Client.

SPECIFIC CHAPTER: ADVICE, CONSULTANCY AND PROJECT MANAGEMENT

1. Applicability

1.1 The provisions of this specific chapter of the general terms and conditions shall apply in addition to the provision of the general chapter of the general terms and conditions in the event that White Lioness provides services in the field of consultancy, the provision of advice and project management. The provisions of this specific chapter are inextricably linked with the provisions of the general part of the general terms and conditions. In the case of conflict between the provisions of the general part and the provisions of this specific chapter, the latter shall prevail.

2. Services

- 2.1 White Lioness shall make every effort to ensure that the services are provided with due care and in accordance with the arrangements and procedures agreed in writing with Client where applicable. White Lioness shall provide all services on the basis of a best efforts obligation, unless and in so far as White Lioness has explicitly undertaken in the written agreement to achieve a specific result and the result in question is sufficiently determined.
- 2.2 The term of an assignment shall depend on a number of factors and circumstances, such as White Lioness's efforts, the quality of the data and information provided by Client and the cooperation of Client and relevant third parties. Except where agreed otherwise in writing, White Lioness shall therefore not wish to commit to a specific assignment term in advance.
- 2.3 If it has been agreed that the service will be provided in stages, White Lioness shall be entitled to delay the start of the services associated with a stage until such time as the Client has approved the results of the previous stage in writing.
- 2.4 White Lioness shall only be obliged to follow timely and well-founded instructions issued by Client during the performance of the service if this has been agreed in writing. White Lioness shall not be obliged to follow instructions that change or extend the content or scope of the agreed service. If such instructions are followed, however, compensation shall be provided for the work in question in accordance with the standard rates of White Lioness.
- 2.5 Even if the agreement for the provision of services has been entered into with a view to implementation by a specific individual, White Lioness shall at all times be entitled to replace this individual with one or more other individuals with the same qualifications following consultation with the Client.
- 2.6 The employees to be deployed by White Lioness shall hold the qualifications agreed in writing with the Client.
- 2.7 If White Lioness is providing services on the basis of information to be provided by Client, this information shall be prepared by Client in accordance with the conditions to be imposed by White Lioness and provided at the risk and expense of the Client. Client shall at all times guarantee that all materials, information, software, procedures and instructions that it makes available to White Lioness for the purpose of providing the services is accurate and complete and that all data media issued to White Lioness meet the specifications of White Lioness.
- 2.8 White Lioness's service shall only be performed and the schedules and activities shall be based on the assumption that, except where explicitly agreed otherwise with Client, White Lioness shall carry out the work during the standard working days and times of White Lioness. In the event that White Lioness will perform the services outside normal business hours of White Lioness on request of Client, the applicable hourly rate will be doubled.
- 2.9 Except where agreed otherwise in writing, the use made by the Client of advice issued by White Lioness shall in all cases be at the Client's risk and expense.
- 2.10 Where applicable, the burden of proving that the service and the results of the service provided by White Lioness do not conform to the agreements made in writing or to what may be expected from a reasonably acting and competent White Lioness shall lie solely with the Client, without prejudice to the right of White Lioness to furnish evidence to the contrary by any means.

3. Reporting

3.1 White Lioness shall periodically inform Client in the manner agreed in writing with regard to the implementation of the work via the contact person designated by Client. Client shall notify White Lioness in advance of any circumstances that affect or may affect White Lioness, such as the method of reporting, the issues that Client wishes to focus on, Client's priorities, the availability of the Client's resources and personnel, special facts and circumstances and facts and circumstances of which White Lioness may not be aware. Client shall be responsible for the further distribution and examination of the information provided by White Lioness within the Client's organisation and shall assess this information partly on the basis of this and notify White Lioness accordingly.

- 3.2 If an employee deployed by White Lioness forms part of a project or steering group which also includes one or more individuals designated by Client, the provision of information shall take place in the manner prescribed for the project or steering group. Decisions reached within a project or steering group with this composition shall only have a binding effect on White Lioness if the decision-making process takes place subject to due observance of the agreements reached between the Parties in writing or, if no agreements have been made in this regard, if has accepted the decisions in writing. White Lioness shall under no circumstances be obliged to accept a decision that it deems to be incompatible with the content of the agreement between the parties. Client shall guarantee that the individuals it designates to form part of a project or steering group that also includes White Lioness's employees are authorized to take decisions that will have a binding effect on Client.
- 3.3 In connection with the continuity of the work, Client shall designate a contact or contacts who will act in this capacity for the duration of the activities of White Lioness. Client's contacts shall have the necessary experience, specific relevant knowledge and an insight into Client's desired objectives.
- 3.4 Client shall not be entitled to provide third parties with information on the working procedures of White Lioness, methods and techniques and/or the content of advice or reports issued by White Lioness without the prior written consent of White Lioness. The Client shall not provide the advice of White Lioness or reports to third parties or otherwise disclose these.
- 4. Payment**
- 4.1 If an invoicing schedule has not been explicitly agreed, all amounts relating to the services provided by White Lioness shall in each case be payable in arrears each calendar month.
- 4.2 Except where agreed otherwise, White Lioness shall provide an insight into the work carried out, time spent and costs incurred on behalf of Client in accordance with the standard procedures of White Lioness.