GENERAL CONDITIONS FACILITY APPS B.V.

filed with the Chamber of Commerce in Hoorn, the Netherlands
under number 56651791

1. Applicability

1.1 FacilityApps means the private company Facility Apps B.V.

1.2 Customer means the contractual other party of FacilityApps.

1.3 These conditions apply to all obligations and legal relationships between FacilityApps and the Customer, however named, (hereinafter the agreement) pursuant to which FacilityApps delivers, rents out and/or otherwise makes available products and/or (online) services (hereinafter the services) to the Customer, including the licensed provision of software, whether manufactured by FacilityApps or not (hereinafter the software), from the moment the Customer asks FacilityApps for an offer, or FacilityApps makes an offer, whether asked or not.

1.4 These conditions always prevail over other conditions or clauses of the Customer or third parties, unless otherwise provided in these conditions. The Customer can never invoke different conditions, practices or uses.

1.5 If any provision of these conditions is void or voided, the remaining provisions of these conditions remain in full force and FacilityApps and the Customer shall enter into consultations to agree new provisions to replace the void or voided provisions, as much as possible with due observance of the aim and purpose of the void or voided provisions.

1.6 These conditions also apply to follow-up work resulting from the agreement.

2. Offer and acceptance

2.1 All offers are made free of obligation. Offers stipulating a period for acceptance are not intended to bind FacilityApps to that period.

2.2 Acceptance of the offer of FacilityApps shall take place in writing.

2.3 If an offer or quotation is based on information provided by the Customer and this information proves incorrect or incomplete or is subsequently changed, FacilityApps has the right to adjust the stated prices, rates and/or delivery periods.

2.4 FacilityApps cannot be held to a quotations or offer if the Customer should reasonably understand that its quotation or offer or any element thereof contains a manifest clerical or other error.

2.5 FacilityApps has the right to charge the costs associated with a quotation to the Customer.

2.6 An offer or quotation does not apply automatically to future legal relationships between FacilityApps and the Customer.

2.7 FacilityApps will not be bound to the following elements until after written confirmation thereof to the Customer:
   a)   An order without preceding offer;
   b)   Oral agreements;
   c)   Additions to or changes in these conditions;
   d)   Additions to or changes in the relevant agreement.

3. Performance

3.1 Insofar as the agreement relates to the development of software for the benefit of the Customer, the parties will specify the functionalities of this software in writing in a 'Schedule of Requirements'. FacilityApps develops the software exclusively on the basis of the Schedule of Requirements.

3.2 The Customer guarantees that materials, data, software, procedures and instructions it makes available to FacilityApps for the performance of the agreement are always correct and complete and that information carriers it provides to FacilityApps comply with the specifications of FacilityApps.

3.3 FacilityApps is authorized, but not obliged, to investigate the correctness, completeness or consistency of the materials, data, software, procedures and instructions made available in the framework of the agreement and suspend the agreed work if it finds any imperfections, until the Customer has remedied those imperfections.

3.4 FacilityApps is authorized to engage third parties in the performance of the agreement.

3.5 Insofar as a third party is involved in the performance of the agreement and a legal relationship is formed between the Client and the third party, whether through the intermediary activity of FacilityApps or not, the Customer is exclusively responsible for complying with the obligations towards the third party. The Customer can never hold FacilityApps liable for compliance with, or compensation in connection with, an obligation arising from a legal relationship that the Customer has entered into with a third party, whether through the intermediary activity of FacilityApps or not.

3.6 Insofar as the agreement relates to the execution of an order, Facility Apps B.V. is the only contractor. Orders are accepted and executed exclusively by Facility Apps B.V. The applicability of articles 7:404 and 7:407, paragraph 2, of the Dutch Civil Code is excluded.

4. Maintenance

4.1 If the parties have concluded a maintenance agreement, the Customer shall report any defects to FacilityApps in accordance with the procedures set out in it or the usual procedures.

4.2 FacilityApps charges its usual rates and costs of repair to the Customer if user errors or other forms of careless use are involved, or other causes that cannot be attributed to FacilityApps, or if the software has been changed by others than FacilityApps. Recovery of compromised or lost data, designing and programming work and work in connection with telecommunication and data communication failures do not fall under maintenance.

5. Delivery periods

5.1 All (delivery) periods stated by FacilityApps have been set to the best of its knowledge on the basis of the data known to FacilityApps when entering into the agreement, and they will as much as possible be observed; the mere exceeding of a stated (delivery) period does not mean that FacilityApps is in default.

5.2 If a period threatens to be exceeded, FacilityApps and the Client shall as soon as possible consult with each other on the consequences of the exceeding.

5.3 FacilityApps is authorized to deliver in parts or perform the agreement in parts, and may invoice each partial delivery or performance separately or periodically.

5.4 FacilityApps is entitled to a reasonable extension of the (delivery) period and reimbursement of the costs and damages associated with it, if the start, progress, completion or handing over of the work, software or services, or the agreed delivery of products, is delayed because:
   a) FacilityApps has not received all necessary data and information from the Customer in a timely manner;
   b) FacilityApps has not received the agreed (pre) payment from the Customer in a timely manner;
   c) Because of other circumstances for the account and risk of the Customer.

6. Cooperation and obligations of the Customer

6.1 The Customer shall provide all cooperation and information required for the proper performance of the agreement. Information includes specific quality requirements of the Customer, and at the request of FacilityApps, the proposed application of the software to be provided under a license or the products and/or services to be delivered by FacilityApps.

6.2 The Customer is responsible for the use and the application within its organization of the software made available and the products and/or services delivered to the Customer by FacilityApps, as well as for adequate system management and necessary controls and safety procedures.

6.3 If it has been agreed that the Customer makes software, materials or data on information carriers available, these shall meet the specifications required for carrying out the work and be free from viruses and defects.

6.4 If data required for the performance of the agreement are not available to FacilityApps, or not in a timely manner and in accordance with the agreements, or if the Customer fails in any other way to comply with its obligations, FacilityApps is in any case authorized to suspend performance of the agreement and charge the costs resulting from this to the Customer on the basis of its normal rates.

6.5 The Customer guarantees that, insofar as necessary, all legal regulations regarding the data to be processed in the framework of the agreement, including in particular the regulations of or pursuant to the Personal Data Protection Act, have been and will be strictly complied with and that all notifications prescribed in that context have been given. The Customer will promptly provide FacilityApps in writing with all information requested in this respect. The Customer will arrange for adequate security of registrations of personal data, in line with the state of the art.

6.6 If the Customer fails to comply with its purchase obligation, it is immediately be in default. FacilityApps is then authorized to terminate the agreement with immediate effect by written notice, in whole or partially, without this giving rise to any obligation for FacilityApps to pay damages, costs and/or interest. The above does not affect the obligation of the Customer to pay any costs, loss due to delay, lost profits or other damage, or the right of FacilityApps to still claim compliance.

7. The right to use software.

7.1 If software is made available to the Customer in the framework of the agreement, this availability is limited to the non-exclusive right to use this software.

7.2 The Customer is not allowed to make copies of the software, transfer the right to use the software to third parties, sell or rent out the software, or otherwise give third parties the opportunity to use the software, transfer the software as security, change the software. The source code of the software made available to the Customer by FacilityApps is not made available to the Customer.

7.3 Immediately after the end of the right to use the software, the Customer will return any copies of the software in its possession to FacilityApps. If the Parties have agreed that the Customer will destroy the relevant copies at the end of the right to use, the Customer shall promptly report such destruction to FacilityApps.

7.4 Rights to use software are always granted or transferred to the Customer, as the case may be, subject to the condition that the Customer pays the agreed fees in a timely manner and fully.

8. Use of third-party software

If the third party/supplier of the software has limited the right to use this software by contract, or if maintenance on this software is allowed only in accordance with the provisions of a maintenance agreement concluded between FacilityApps and the third party/supplier, the Customer is also bound to these limitations. FacilityApps will then

inform the Customer accordingly.

9. Prices

9.1 All prices are exclusive of turnover tax (VAT) and other government levies, any costs incurred in the framework of the agreement, including travel and subsistence expenses, shipping and administrative costs, extra travel hours and other extra hours, invoices from third parties that have been engaged and other special costs associated with the performance of the agreement.

9.2 If the agreement stipulates amounts that are periodically payable by the Customer, FacilityApps is authorized to adjust the applicable prices and fees by one month's prior written notice.

10. Additional work

10.1 If the performance of the agreement must be accelerated at the request of the Customer, FacilityApps has the right to charge the associated overtime hours and other costs.

10.2 If FacilityApps delivers performances, at the request or with the prior consent of the Customer, that fall outside the content or scope of the agreement, these will be paid by the Customer to FacilityApps on the basis of FacilityApps' usual rates for those performances. FacilityApps may always require that a separate written agreement is concluded for such work or performances.

11. Invoicing and payment

11.1 Payment shall be made in cash on delivery or as specified in the invoice, and in any case not later than 14 days after the invoice date.

11.2 If the invoice amount is not or not fully paid on the agreed date or, in the absence of such a date, within 14 days after the invoice date, the Customer is deemed to be in default by operation of law and FacilityApps has the right, without any notice of default being required, to charge interest to the Customer from the due date at a rate equal to the statutory interest rate plus 3%, as well as all judicial and extrajudicial costs associated with the collection of its claim. All claims of FacilityApps against the Customer become immediately due and payable at that moment.

11.3 FacilityApps and the Customer are deemed to have agreed that these extrajudicial collection costs are 15% of the invoice amount, including any credit limitation surcharge, unless FacilityApps proves that these costs have been higher, in which case it is also entitled to the excess.

11.4 All amounts charged to the Customer must be paid without discount or deduction. The Customer is not authorized to offset claims, on whatever basis. The Customer is not entitled to suspend any payment to FacilityApps.

11.5 Failing timely payment, FacilityApps is entitled to suspend any obligations resting on it without becoming liable for any compensation towards the Customer. Insofar as FacilityApps nevertheless carries out work during this period at the request of the Customer, FacilityApps may charge a separate fee for this on the basis of its usual rates.

11.6 If there is good reason to assume that the Customer will not comply strictly with its obligations under the agreement, the Customer is obliged to provide (additional) security immediately on request of FacilityApps, in the form desired by FacilityApps, and if necessary supplement it with a view to the proper compliance with all its obligations under the agreement.

12. Reservation of ownership

All products delivered by FacilityApps and/or each result of services performed by FacilityApps remain(s) the property of FacilityApps until the moment of full payment of all claims that FacilityApps had at the moment of delivery, on whatever basis, and including interest and costs. In the event of a current account relationship with the Customer, the reservation of ownership remains in effect until the moment of settlement.

13. Complaints and guarantee

13.1 All products and/or services delivered and/or made available by FacilityApps shall be

used in accordance with the applicable laws and regulations and the (user) instructions provided by FacilityApps. In case of doubt about the application or use, the Customer shall contact the specialists available at FacilityApps.

13.2 Subject to the limitations stipulated below, FacilityApps guarantees the soundness and quality of the products and/or services delivered and/or made available by it as well as performance of its maintenance services to the best of its ability during a period of up to six months after delivery.

13.3 Not covered by the guarantee are, among other things, the delivery or installation of software (updates) or the consequences of inexpert or improper use.

13.4 The guarantee regarding the products and/or services delivered and/or made available is limited to defects in material and writing, in which case FacilityApps is only obliged to repair or replace the defective parts, provided that FacilityApps is entitled to charge the hours worked on the replacement to the Customer.

13.5 Complaints shall be submitted in writing and as soon as possible, in any case within 14 days after the delivery, making available, installing and/or completion of the work, products and/or services or, if a delivery protocol has been drawn up, after the date this was drawn up or, if it concerns invisible defects, within 14 days after the defects could reasonably have been discovered, but in any case within 14 days after expiry of the guarantee period.

13.6 Exceeding the period stated in the preceding paragraph leads to the lapse of all claims against FacilityApps under the guarantee obligation.

13.7 FacilityApps is always authorized but not obliged to improve shortcomings in the software manufactured and/or made available by it.

13.8 Complaints do not suspend the payment obligation of the Customer.

13.9 The Customer must give FacilityApps the opportunity to investigate a complaint and provide all information relevant for this purpose to FacilityApps. If costs must be made to investigate the complaint, these will be for the account of the Customer unless the complaint appears to be well-founded.

14. Liability of FacilityApps

14.1 The liability of the FacilityApps under the agreement is expressly limited to the guarantee obligation set out in the preceding article. Any additional or replacing compensation, in whatever form, including in respect of consequential damage, lost profits, lost savings and loss due to business interruption, is excluded.

14.2 Without prejudice to the provisions of the preceding paragraph, FacilityApps is only liable for injury or property damage arising from or as a direct result of the performance of the agreement, up to the amount that the Customer has paid to FacilityApps for the products and/or services delivered or made available under the agreement, with a maximum of € 10,000 (in words: ten thousand euros) per event per year, in which context a series of successive related events is regarded as a single event. The aforementioned maximum amount does not apply insofar as the damage is due to intent on the part of FacilityApps.

14.3 A right to compensation is always subject to the condition that the Customer reports the damage to FacilityApps in writing as soon as possible after its arising.

14.4 FacilityApps is never liable for any loss or destruction of information received from the Customer, whether caused by a failure of or malfunction in software developed by FacilityApps or an attack from hackers or otherwise, unless this is due to intent on the part of FacilityApps. The Customer shall always ensure that it keeps an original or a copy of the information provided to FacilityApps.

15. Indemnification

15.1 FacilityApps will indemnify the Customer against any legal claim based on the allegation that the software or materials delivered and/or made available by FacilityApps to the Customer infringe(s) on intellectual or industrial property rights valid in the Netherlands, subject to the condition that the Customer informs FacilityApps immediately in writing of the existence and content of the legal claim and leaves the handling of the case, including reaching any settlement, entirely to FacilityApps. To that end, the Customer will provide the necessary powers of attorney, information and assistance to FacilityApps, so that the latter can defend itself against such legal claims, where appropriate in the name of the Customer. This obligation to indemnify lapses if and insofar as the infringement concerned is related to changes in the Software that the Customer has made itself or had made by third parties. FacilityApps is not liable for damage arising from such an infringement. Any other or further liability or indemnification obligation of FacilityApps on account of an infringement on intellectual or industrial property rights of third parties is excluded, including any liability or indemnification obligation of FacilityApps for infringements that are due to use of the software or materials delivered and/or made available in a form not modified by FacilityApps, in combination with products or software not delivered or made available by FacilityApps, or in a manner other than for which the equipment, software and/or materials was/were developed or intended.

15.2 The Customer guarantees that no rights of third parties prohibit the making available to FacilityApps of equipment, software or materials or data for use or processing purposes, and the Customer will indemnify FacilityApps against any legal claim based on the allegation that such making available, use or processing infringes on rights of third parties.

15.3 The Customer will indemnify FacilityApps - including employees of FacilityApps- against claims from third parties that suffer damage in connection with the performance of the agreement, due to acts or omissions of the Customer or unsafe situations in its organization.

16. Force majeure

16.1 FacilityApps is not obliged to comply with any obligation under the agreement if it is prevented from doing so by an event of force majeure. Force majeure means all that occurs beyond the reasonable control of FacilityApps, including but not limited to: fire, war and threat of war, terrorism or hackers, wildcat strikes and organised strikes, blockades, riots or other disturbances of public order, fuel shortage, energy shortage, transport restrictions, industrial accident, weather conditions, natural disasters including flood, earthquake, epidemic, (computer) virus, quarantine measures, limitations on the granting of permits, an attributable or other failure to comply with obligations on the part of suppliers, breakdown in electricity, internet, telecommunications and/or computer network, DDoS or other cyber attacks.

16.2 As soon as force majeure occurs, FacilityApps will be unilaterally authorized to extend agreed terms in such a way as is reasonable in connection with the occurring force majeure factor(s), as well as - at its discretion - to perform agreements pro rata.

16.3 The Customer is not entitled to claim termination of the agreement in the event of force majeure.

16.4 In the event of force majeure, FacilityApps will endeavour to find a solution to meet the Customer's need for the product and/or the service. FacilityApps will be entitled to charge the extra costs in connection with the delivery and/or making available of the product and/or the service to the Customer despite the force majeure situation to the Customer.

17. Intellectual and industrial property rights

17.1 All rights of Intellectual and industrial property in all software developed and/or licensed and all services performed under the agreement and in the equipment, software and other materials to be used for those services, including but not limited to: websites, data bases, equipment, reports, offers as well as material to prepare same, always rest

exclusively with FacilityApps or its licensor, both during and after the end of the agreement.

17.2 The Customer is not allowed to remove or change any notices regarding copyrights, trademarks, trade names or other intellectual or industrial property rights from the software and the services performed, including notices regarding the confidential nature and secrecy of the software and the services performed.

17.3 The Customer undertakes, without prejudice to the provisions of article 20.1, to keep (the content of) software and services performed secret, not to disclose them to third parties and use them only for the purpose for which they have been made available. Third parties also means all persons employed in the organization of the Customer tho need not necessarily use the software and the services performed.

17.4 FacilityApps is authorized to take technical measures to protect the software. If FacilityApps has protected the software by means of technical measures, the Customer is not allowed to remove or bypass this protection.

18. Confidentiality

18.1 Unless with the prior written consent of FacilityApps, the Customer is bound to keep all data, directly or indirectly obtained in connection with the agreement in the broadest sense, secret. Information will in any case be kept secret by the Customer if the information has been designated as confidential by FacilityApps.

18.2 The Customer is aware that the software made available and other software contains confidential information and trade secrets of FacilityApps or its licensors.

18.3 The Customer will take reasonable precautionary measures to comply with its obligation of secrecy and guarantees that its employees and other persons under its responsibility who are involved in the performance of the agreement will also comply with this obligation of secrecy.

18.4 This obligation of secrecy does not apply if the Customer or one of his employees is obliged to disclose the confidential information pursuant to laws and/or regulations or a court decision and cannot invoke a statutory or court-approved privilege in this respect.

19. Non-acquisition clause

During the term of the agreement and for a period of one year after its termination, the Customer will not hire employees of FacilityApps, or have them work for it in any other way, directly or indirectly. If the Customer violates the provisions of this article, the Customer forfeits to FacilityApps an immediately payable penalty equal to the then applicable gross monthly salary of the employee concerned per day that the violation continues, without prejudice to the obligation of the Customer to compensate the damage actually suffered by FacilityApps. Damage includes in any case the training and recruitment costs to be made by FacilityApps.

20. Duration of the agreement

20.1 If it concerns a continuing performance contract, it is entered into for a period of at least 12 months without the Customer having the possibility to terminate the agreement early.

20.2 After the lapse of the 12 (twelve) months referred to in the preceding paragraph, the agreement is extended by an indefinite period, unless it has been terminated by one of the parties by registered letter to the other party, at least 1 (one) month before the expiry of the 12 (twelve) months referred to in the preceding paragraph, with effect from the end of the period of 12 (twelve) months.

20.3 If the agreement has been extended by the indefinite period referred to in the preceding paragraph, the agreement may by terminated by either party by registered letter to the other party with due observance of a notice period of 1 (one) month.

21. Termination and cancellation

21.1 Either party is only authorized to terminate the agreement if the other party, after the lapse of a detailed and reasoned notice of default, stating a reasonable period for remedying the failures, attributable fails in complying with substantive obligations under the agreement.

21.2 If an agreement, which by its nature and content does not end by completion, has been entered into for an indefinite period, either party may terminate it in by written notice after good arm's length consultations and stating reasons. If the parties have not agreed an express notice period, a notice period of three months shall be observed. The parties will never be liable for any compensation on account of a lawful termination.

21.3 Without prejudice to any further conditions agreed in writing, FacilityApps may terminate the agreement by written notice, without notice of default and without judicial intervention being required, with immediate effect, in whole or in part, if the Customer is granted a - provisional or other - suspension of payments, if the Customer's bankruptcy is applied for, in the event of attachment or imminent attachment at the Customer of products in which or on which products of FacilityApps or its licensors are located, or if its company is liquidated or terminated for a reason other than a reorganization or merger of companies, if the control in (the company of) the Customer changes, or if the Customer has filed a request for application of the debt management scheme pursuant to article 284 Dutch Bankruptcy Act. FacilityApps will never be liable for any compensation on account of such termination.

21.4 In all cases in which the agreement ends (early) pursuant to any provision of the agreement or these conditions or through the intervention of a court or an arbitrator, the agreement and these conditions continue to govern the legal relationship between the parties insofar as this is necessary for the settlement thereof.

21.5 In the event of attachment or imminent attachment at the Customer of products in which or on which products of FacilityApps or its licensors are located, the Customer is obliged to inform FacilityApps immediately by telephone and in writing.

22. Transfer of rights/obligations

22.1 The Customer is not allowed, without the prior written consent of FacilityApps, to transfer rights and/or obligations under the agreement to third parties.

22.2 FacilityApps is authorized to outsource all or part of its obligations under the agreement to a subcontractor designated by it for that purpose.

22.3 FacilityApps is authorized to transfer any claims against the Customer arising from the agreement to a third party.

23. Lapse of claims

All claims and other powers of the Customer against FacilityApps, on whatever basis, in connection with the performance of the work carried out by FacilityApps and the licensed software, shall as soon as possible be communicated to FacilityApps in writing, and lapse in any case one year after the moment at which the Customer was aware or should reasonably have been aware of the existence of these claims and powers. The aforementioned rights and other powers lapse in all cases two years after the work has been carried out by FacilityApps.

24. Governing law and disputes.

24.1 The agreement between FacilityApps and the Customer is governed by Dutch law.

24.2 Any disputes arising from the agreement and/or these conditions will be submitted exclusively to the court in Amsterdam, the Netherlands.