

General Terms and Conditions

1. Applicability

These XFS General Terms and Conditions apply to the lease agreement between XFS and the Lessee, hereinafter referred to as "the agreement".

2. Delivery: Technical arrangements and arrangements with regard to space

2.1 XFS shall deliver the device and/or software to the installation address within the delivery period. The delivery time is estimated. XFS shall make reasonable efforts to meet the delivery date. Failure to meet the delivery date shall not give the Lessee cause to terminate the agreement and/or entitlement to compensation. However, if the delivery date is exceeded by more than thirty days, the Lessee shall be entitled to terminate the agreement, provided that it notifies XFS by registered letter and unless XFS delivers the device and/or software within eight days of receipt of that letter and barring a non-attributable breach on the part of XFS. In the event of a non-attributable breach, the Lessee and XFS shall be entitled to suspend compliance with the obligations under the agreement in whole or in part for the duration of such non-attributable breach, without being obliged to pay each other any compensation. However, if the duration of the non-attributable breach is longer than one month, the Lessee may terminate the agreement by registered letter with immediate effect. Even where the Lessee terminates the agreement on the basis of the provisions of this paragraph, it shall not be entitled to compensation.

2.2 The Lessee shall ensure that the necessary technical arrangements, arrangements with regard to space and electrical and telecommunications connections have been made before the delivery date. The weight and dimensions of the device and the requirements concerning the aforementioned arrangements and connections have been notified to the Lessee in advance. By signing the agreement, the Lessee confirms that it has been provided with such information. The Lessee shall ensure that the place where turnkey installation is to take place and the access to it are suitable for the transit, turnkey installation, use and maintenance of the device. If the device has a feature enabling connection to computer equipment, XFS will, if requested, inform the Lessee and/or the supplier of the computer equipment designated by the Lessee (the "Supplier") of the technical specifications for the connection of the device at the earliest possible stage. However, the Lessee will purchase the required interface cables at its own expense.

3. Turnkey installation. XFS has agreed with the Supplier that the Supplier shall warrant that the device has the functions, specifications and characteristics published by it or communicated to the Lessee in writing. If this requirement is not met, the Lessee shall be entitled to hold the Supplier only to account for the breach, if any, and to demand compensation from the Supplier.

4. Commencement date: (Minimum) term; Cancellation. The agreement shall enter into effect on the date stated in the agreement. The agreement shall be entered into for the minimum term specified in the agreement and shall then be renewed automatically for successive periods of 12 months. Each of the parties shall be entitled to cancel the agreement at the end of the minimum term, or at the end of the extension period concerned, only by registered letter with due observance of a notice period of at least 90 days, notwithstanding the provisions of Article 11. Section 408(1) of Book 7 of the BW (Dutch Civil Code) is therefore excluded. "Minimum term" is understood to mean the number of months indicated in the agreement plus the number of days that have elapsed on the first day of the month following the commencement date of the agreement or on the first day of the new calendar quarter in the event of quarterly billing since that commencement date; the rent is calculated pro rata based on this number of days. References in the agreement to "month" mean "calendar month".

5. Subject of the agreement; additional costs

5.1 XFS shall lease the device and/or software to the Lessee and the Lessee shall lease the device and/or software from XFS for the term and for the rent specified in the agreement. If more than one device and/or software is specified in the agreement, a separate agreement shall be deemed to have been concluded between the parties under otherwise identical conditions for each device and/or software, unless stated otherwise.

5.2 The Lessee shall be charged for the costs of delivery and any turnkey installation carried out by XFS, as well as the costs of taking the device back and any special work required such as hoisting and the like. If the Parties agree that the turnkey installation or taking back will take place outside XFS's normal working hours, namely between 8.30 a.m. and 5 p.m. on Mondays to Fridays, with the exception of generally recognized public holidays, the additional costs involved shall also be charged to the Lessee. The costs referred to in this paragraph must be paid by the Lessee within 14 days of the invoice date.

5.3 XFS shall be entitled to demand compensation from the Lessee for any administrative service initiated by the Lessee that XFS performs during the term of the lease. This shall include, among other things, providing copies of the lease, or changing the Lessee's address or bank account details. The Lessee must pay such compensation to XFS immediately on request. A statement of such payments shall be sent on request.

6. Right of ownership; manner of use; relocation.

6.1 Return: The Lessee may not assert any rights of ownership with regard to the device and/or software and shall refrain from claiming any tax facilities and rights in respect of the device; they belong exclusively to XFS or the owner of the device. The Lessee may not let the device, allow third parties to use it on any basis, pledge, sell, dispose of or otherwise encumber it or allow third parties to use it in any other way. Except for the operation of the device and/or software in accordance with operating instructions, the Lessee may not make any changes, adjustments, modifications or additions to the device and/or software unless it has obtained XFS's prior written permission to do so. The Lessee shall not be permitted to remove, cover, change, cause to be changed or damage the marks, numbers, names and/or other labels attached to the device, nor to add others to it.

6.2 The Lessee shall not permanently attach the device and/or software to any immovable property in any way. The Lessee shall be obliged to use the device and/or software in accordance with its intended purpose. The Lessee is not permitted to move the device, or have it moved to an address other than the installation address stated in the agreement without XFS's prior written permission. The Lessee shall undertake to allow only expert operators to operate the device and/or software and to ensure that they carry out the tasks laid down in the operating instructions for the device and/or software meticulously. If the Lessee wishes to connect the device and/or software to another piece of equipment, it must have obtained XFS's prior written permission to do so.

6.3 The Lessee shall enter into a maintenance agreement with Xerox (Nederland) B.V. for the device and/or software for the entire term of the agreement, directly and for its own account, and comply strictly with its obligations under that agreement. A maintenance agreement may be entered into with a third party only on the direction of and/or with the prior written permission of XFS. Provided that third party has the relevant expertise, XFS shall not withhold such permission on unreasonable grounds. Ownership of any replacement parts installed under the aforesaid maintenance agreement shall transfer immediately to XFS, at no charge.

6.4 XFS's permission for the Lessee to use the device and/or software shall end on the end date of the present agreement. The Lessee must arrange the return of the device within two working days of the end date to the address indicated by (or on behalf of) XFS. If the Lessee fails to do so

- XFS (or a partner designated by it) shall collect the device or have it collected from the place where it is located;
- the Lessee shall continue to owe the periodic payments as specified in the present agreement until the moment of actual return to XFS.

The Lessee must reimburse all costs incurred by XFS

- as a result of the non-return of the device by the Lessee (including all costs related to collection and transport and/or the costs of legal measures taken by XFS to protect its right of ownership);
- related to putting or restoring the device into good condition, if parts are missing or defective, or if the device is damaged or in poor condition. This shall not include normal wear owing to regular use. The foregoing shall not affect the measures XFS may take under other provisions of the present agreement.

7. **Payment.** Payment of the amount owed by the Lessee must be made in advance on the first day of the period to which the amount relates. However, payment for additional volume and other payments must be made within 14 days of the invoice date. In the event of failure to pay in time, the Lessee shall be charged statutory interest on the amount due, including VAT, payable on a monthly basis, to be calculated for the period by which payment is delayed. Any taxes and costs by whatever name which are levied in the future by the government on the amounts payable by the Lessee or on the agreement or on the device and/or

software and/or on the use thereof, regardless of in whose name they are shall be charged to the Lessee. All the amounts mentioned in the agreement are exclusive of VAT. If the Lessee is unable to use the device and/or software owing to a reason of a technical nature or for any other reason, it shall not be released from its obligation to pay the rent in full and in time, unless the reason for the Lessee's being unable to use the device and/or software is attributable to XFS. When the agreement is concluded, the Lessee shall give XFS a direct debit mandate (direct debit collection) for the collection of payments due under the agreement. If the Lessee does not provide XFS with a mandate, the mandate is withdrawn and/or collected payments are reversed, €40 (excluding VAT) shall be charged to the Lessee per payment that could not be collected by direct debit. These costs can also be charged whenever an attempt to collect via direct debit is bounced.

8. Risk. From the moment of delivery of the device and/or software to the Lessee it shall be entirely at the Lessee's risk. In the event of any incident event relating to the device and/or software, the Lessee shall be obliged to provide XFS with all relevant information within 24 hours. The Lessee shall keep the device insured for the replacement value against the risks of fire, loss, theft and damage with a reputable insurance company throughout the lease period, at its own expense. Immediately upon request, the Lessee shall show XFS the policy and proof of payment for the insurance. Immediately upon the Lessee's request, XFS shall inform the Lessee or the insurance company or intermediary designated by the Lessee in writing of the amount of the replacement value. The insurance policy must contain the following clause: "Xerox Financial Services B.V. shall also be regarded as the insured. Insurance payments relating to damage to insured items shall be paid to it, unless it authorizes the insurers to the contrary. Changes in the provisions and the cover provided by the policy may not be invoked in respect of Xerox Financial Services B.V. without the insurers having notified it of said changes at least 14 days in advance." If the Lessee fails to provide proof of insurance following a request made in the correct manner by XFS, XFS shall be entitled (but not obliged) to have the device insured through third parties. XFS shall recover the resulting costs from the Lessee. If the device and/or software (or in the case of a configuration, the configuration or part thereof) is irreparably damaged or lost owing to theft or otherwise, XFS will reasonably decide which of the following alternatives will apply:

- all lease periods that have not yet expired (less an amount that can reasonably be attributed to XFS owing to savings in costs for maintenance and any consumables no longer to be incurred by XFS for the device and/or software concerned) shall, in addition to any outstanding lease instalments and default interest that have already become due and payable, be due and payable immediately and the Lessee shall at the same time also be liable to pay the amount of any loss or damage suffered by XFS and costs incurred by it; the present agreement shall then be regarded as terminated. Any insurance payments received by XFS under the aforementioned policy shall be deducted from XFS's claim pursuant to the preceding sentence.
- XFS shall replace the device concerned as soon as possible (reserving the right firstly to request unqualified confirmation from the insurer that the insurance payments will be made to XFS) and charge the costs thereof, as well as any loss or damage suffered and costs incurred by XFS, to the Lessee. Insurance payments received by XFS under the aforementioned policy shall be deducted from the amount owed by the Lessee to XFS pursuant to the preceding sentence. The agreement will be continued.

9. Training. XFS shall provide the agreed number of staff members of the Lessee with a one-off training session on how to operate the device and/or software, free of charge. Any additional costs incurred by the Lessee's staff members, such as travel and accommodation costs, shall be borne by the Lessee.

10. Disclosure obligation; checks. The Lessee shall be obliged to allow anyone wishing to exercise any right to or in respect of the device and/or software—in particular, a bailiff effecting a seizure—to inspect the agreement without delay in order to advise that person that the device and/or software belongs to XFS, and to notify XFS of all of the above without delay by registered letter, including submission of all the relevant documents. The action of third parties in relation to the device and/or software shall never constitute a non-attributable breach in respect of the Lessee's payment obligation, unless this is caused by a circumstance on the part of XFS. The Lessee shall grant access to one or more persons designated by XFS to the place where the device and/or software is located at any time during normal office hours so that they can satisfy themselves that the Lessee is complying with all its obligations under the agreement, to be able to carry out checks of repair and maintenance work deemed necessary by XFS and/or to regain possession of the device and/or software by operation of law. The persons designated by XFS shall adhere to the safety requirements set by the Lessee, where applicable. The Lessee shall notify XFS in writing without delay as soon as it becomes aware of the actual or intended revocation of a declaration of liability filed for the Lessee as referred to in Section 403 of Book 2 of the Dutch Civil Code.

11. Premature termination; Judicial and extrajudicial costs.

- 11.1 If:
 - the Lessee fails to pay any amount due under the agreement in time;
 - the Lessee does not fulfil or does not fulfil fully or properly any other obligation under the agreement or has acted contrary to it;
 - the Lessee does not adhere to the requirements in respect of the arrangements with regard to space and technical arrangements and the operation of the device;
 - an application for suspension of payment is made by or granted to the Lessee;
 - a petition for bankruptcy has been filed for the Lessee or the Lessee is bankrupt;
 - the Lessee loses its legal capacity—for whatever reason—or attachment is levied on its movable or immovable property or the device and/or software and its accessories;
 - the Lessee ceases to reside in the Kingdom in Europe;
 - a decision is made to dissolve the Lessee, if it is a legal entity;
 - securities provided to XFS decrease in value or look likely to decrease in value or, in XFS's opinion, have become inadequate, including, for the purposes of the present agreement, the withdrawal, or announcement of the withdrawal, of a third-party declaration of liability for the Lessee's obligations;

Notwithstanding the provisions of Article 4, XFS shall be entitled to terminate the agreement in writing immediately without being bound to pay any compensation and without further notice, and to take possession of the device and/or software at the Lessee's expense and, in addition to any overdue rent instalments, to demand immediate payment of all rent instalments which would have been due and payable by the Lessee by the end of the minimum term or the current extension period, plus the costs of any further loss or damage to be suffered.

- 11.2 Any costs incurred by XFS, including legal assistance costs, to implement and preserve its rights under the present agreement shall be borne by the Lessee. Extrajudicial costs are fixed at 15% of the outstanding amount unless the actual costs are higher, in which case those higher costs shall be payable by the Lessee.

12. Maintenance; System software. Without prejudice to the provisions of this Article under "Remove Service" and under "Technical Support", XFS shall take care of or arrange for the maintenance of the device at the installation address for the term of the agreement. XFS shall be entitled to use the services of expert third parties for the performance of maintenance work and the supply of services. In order to keep the device in good working condition, XFS shall arrange the following during the term of the agreement:

- preventive maintenance work in accordance with the technical requirements of the device; this shall include any necessary adjustments, the replacement of defective parts with sound ones on an exchange basis, and, at XFS's discretion, technical modifications which will optimize the device's reliability and increase safety. Within the applicable maintenance times (between 8.30 a.m. and 5 p.m. on Mondays to Fridays, with the exception of generally recognized public holidays) said work shall be carried out during times to be determined in consultation with the Lessee in order to minimize as far as possible any disruption of its work using the device; during those consultations, however, the parties shall give priority to the technical requirements for preventive maintenance and the technical condition of the device;
- corrective maintenance work, which shall comprise the remedying of malfunctions after notification thereof by the Lessee, where necessary through the replacement of defective parts with sound ones, on an exchange basis. If requested to do so, the Lessee shall inform XFS in full of the situation in which the malfunction occurred and recreate that situation at XFS's reasonable request. The corrective maintenance work shall also be carried out between 8.30 a.m. and 5 p.m. on Mondays to Fridays (with the exception of generally recognized public holidays). With charging any additional costs, XFS shall also be responsible for:

- c. replacing, supplementing or amending documentation provided by XFS to the Lessee in respect of the device if XFS implements measures such that changes occur in the properties and/or use of the device and/or in its daily maintenance as a result, or if it turns out that the documentation provided contains incorrect or incomplete information. The Lessee shall ensure that the aforementioned replacement, supplementation or amendment is incorporated into the documentation as soon as possible after receipt.
 - d. the supply of any Xerox consumables required for the device. The material used for printing must be purchased by the Lessee separately and its own expense.
 - e. providing support for any system software supplied by XFS to the Lessee for the device, hereinafter referred to as 'the software'. The Lessee may use the software only in the device. The right of use is not exclusive. The Lessee declares that it is aware of the fact that the software in its entirety is made up of knowledge and information which is and will remain the property of XFS or the owner of the software; it declares that it will treat the software confidentially and not reproduce or destroy it, either in whole or in part, without XFS's prior written permission. The Lessee is responsible for ensuring that the software made available to it is not made public, nor made available to third parties. The support service for the software includes the following:
 - e1. XFS shall investigate, or arrange the investigation of, defects in the software reported by the Lessee in writing in accordance with any instructions XFS may give, provided that they are reproducible and have been adequately described by the Lessee, as soon as possible. Where necessary, XFS shall, at its discretion, send an expert to the location concerned for this purpose; any related waiting time at the location which is not attributable to XFS shall be charged additionally to the Lessee. A source in the software causing it not to work adequately in accordance with its specifications shall be regarded as a defect; the Lessee shall provide in full any cooperation reasonably requested by XFS for the purposes of the investigation and provide facilities. Depending on the outcome of the investigation, XFS shall, entirely at its discretion, a) remedy, or arrange the remedying of, the defect or b) specify an adequate way round the problem or c) inform the owner or owners of the software of the defect, asking it or them to eliminate the defect when developing the next version, if any, or d) give reasons stating why no solution will be provided to remedy the defect. Should it turn out that a perceived defect does not appear in the latest version of the software in general release by XFS and also offered to the Lessee, and is not attributable to any other cause for which XFS is responsible, XFS shall be entitled to charge the Lessee for the work it has carried out and the expenses it has incurred at the current rates. If this is not among its obligations pursuant to the present agreement, XFS shall also charge the Lessee for the support service it provides, at its current rates.
 - e2. XFS shall provide the Lessee with information and instructions regarding any critical defects in the software that it becomes aware of during the term of the agreement, as well as any solution to, or way round, found for it.
 - e3. As soon as possible after an improved version of the software becomes available, XFS shall, if it decides to offer such for general use, offer to the Lessee a full copy in machine-readable form and accompanied by amended user documentation as a replacement for the version being used by the Lessee; XFS shall also indicate whether it must install this version or whether the Lessee must install it; the user agreements between the parties for the version to be replaced shall then be deemed to be continued in respect of the improved version. The Lessee shall accept that XFS may decide to install only a full improved version in the device. The Lessee is also aware and agrees that the software may contain parts which are only accessible to – and may only be used by – XFS for technical purposes. If an improved version does not serve or does not serve only to remove errors from the previous version, but also serves to extend functionality, XFS shall be entitled to request payment of an additional user fee and/or maintenance charge by the Lessee for this additional functionality and will make a proposal to that effect to the Lessee. If the parties cannot reach agreement with regard to this proposal, XFS may decide not to make the additional functionality available to the Lessee. XFS shall be entitled to terminate the support service for the previous version with effect from the ninety-first day after it offered the improved version, or to impose further conditions for the support service for the previous version. In that case, this shall also apply to the maintenance of the device combined with the previous version. XFS shall be entitled to charge the Lessee the costs of delivery and installation of the improved version, the costs of the medium on which the improved version is recorded and the costs of any other assistance requested by the Lessee when putting it into operation.
 - e4. The Lessee shall have the right, through an officer properly trained in the use of the device and the software, to submit questions to XFS over the telephone about the use and possible applications of the software, provided those questions are capable of being answered over the telephone and, regardless of the agreed maintenance times for the device, may do so only between 8.30 a.m. and 5 p.m. on Mondays to Fridays, with the exception of generally recognized public holidays.
 - e5. The Lessee shall ensure that the device and the software are used by competent staff members only and that those staff members follow strictly all reasonable instructions given by XFS, such as, for example, instructions on how to correct errors in the software and with regard to technical upgrades in the device. The Lessee shall also be responsible for adequate information security and back-up procedures.
- XFS shall charge the Lessee the following additional costs:
- a. supply of accessories, such as, for example, information carriers, ribbons, binding and stapling materials and the like;
 - b. maintenance work required as a result of the Lessee and third parties having used the device contrary to the operating instructions for it, as well as maintenance work required because of negligence, carelessness and an intentional act or omission on the part of the Lessee and third parties; repainting the device;
 - c. moving, relocating, reinstallation and the like;
 - d. maintenance work on the device as a result of the use of consumables which were not supplied or recommended by XFS; XFS recommends that the Lessee uses Xerox paper with the device. The Lessee is not obliged to do so and may use paper of equivalent quality of other brands; if requested, XFS will provide the Lessee with a general specification of the requirements the paper to be used must meet, but the Lessee will nevertheless remain entirely responsible for the quality of non-Xerox paper;
 - e. maintenance work required as a result of repairs, as a result of the device having been moved, or as a result of changes and adjustments made by persons who have not been authorized by Xerox;
 - f. maintenance work and/or other servicing of the device required because the device has been connected to equipment for which XFS has not agreed any maintenance obligations with the Lessee, or which is necessary for any other reason for which XFS is not responsible;
 - g. repair work required as a result of accidents, burglary, emergencies and the like which are not attributable to XFS;
 - h. XFS's performance of tasks laid down in the operating instructions for the device handed over to the Lessee, such as daily maintenance and paper and toner replenishment.

The aforementioned costs shall be charged to the Lessee at the current prices and rates; the provisions in these General Terms and Conditions in respect of price changes therefore shall not apply. In so far as any parts are involved in this context, the sale price to be charged by XFS for the replacement part shall be based on the trade-in of the part to be replaced.

For the purpose of maintenance work, the Lessee shall allow the service technicians designated by XFS access to the place where the device is located upon production of their official identification. Depending on whether, in its opinion, there is reason to do so, XFS shall be entitled to exchange the device, or a part thereof, temporarily (for reconditioning) or permanently for an identical or equivalent type or part, without charging the Lessee any additional costs or harming any other reasonable interests of the Lessee. Where necessary, the Lessee shall allow the service technicians concerned to use the Lessee's telephone, but only in connection with the service provided for the device concerned. At XFS's request, expert operating staff of the Lessee must be present while XFS is servicing the device.

Remote Service

- 1. In this agreement "Xerox" means "Xerox (Nederland) B.V.". Xerox shall perform maintenance and other hardware and software related services for XFS pursuant to this agreement. For the servicing and maintenance of most equipment models (of the Xerox brand and of other brands) (the "Equipment") use shall be made of the data Xerox automatically collects from the Equipment and sends to a secure external location; Xerox shall also send information and data to the Equipment. All such information data are hereinafter referred to "Remote Data". The data are transferred via electronic transmission from the Equipment through the Lessee's network ("Remote Data Access"). Remote Data transmitted automatically

from the Equipment may include device information such as registration, meter read, supply level, Equipment configuration and settings, software version and problem/fault code data. Examples [sic] of sending Remote Data to the Equipment are that Remote Data Access enables Xerox to make available maintenance releases or upgrades for software or firmware and to remotely diagnose and modify devices to repair and correct faults. Remote Data will be transmitted to a secure location in a secure manner specified by Xerox.

Remote Data transmitted by Xerox to the Equipment is confidential information belonging to Xerox; Remote Data (excluding the copyright-protected information belonging to Xerox contained in it) that Xerox collects from the Equipment is confidential information belonging to the Lessee.

Remote Data Access does not enable Xerox to read, view or download the contents of the Lessee's documents which are present in or pass through the Lessee's Equipment or information management systems.

In specific cases, Xerox may decide not to transmit Remote Data to the Equipment without having first arranged to do so with the Lessee (and having agreed on any further conditions and costs to be charged).

- 2. Where necessary in connection with the services, the Lessee hereby grants Xerox, free of charge, Remote Data Access rights and hereby transfers sufficient rights to Xerox to enable it actually to exercise the Remote Data Access rights. Remote Data Access shall be facilitated by the Lessee in a manner specified by Xerox before the service provision is commenced, including the installation by the Lessee of specific Xerox software, activation of the Equipment or the performance of other tasks specified by Xerox to enable Remote Service Access. Unless Xerox considers that the Equipment is not suitable for Remote Data Access, the Lessee shall guarantee that Remote Data Access remains available for as long as Xerox provides services for the Equipment. The Lessee shall cooperate fully with Xerox when it provides services, including in respect of Remote Data Access.
- 3. If the Lessee fails to meet its obligation to connect and maintain Remote Data Access, Xerox shall be entitled to charge the Lessee additional costs at its applicable one-off and/or periodic rates until Remote Data Access is available to Xerox in working order.

Technical Support

- 1. The Lessee shall first use the self-help information published by Xerox to diagnose faults and repair the Equipment, including material which is sent with the Equipment, diagnosis options in the equipment, information available on Xerox's websites and email support. If no solution can be found this way, the Lessee may request telephone support from Xerox or from a third party designated by Xerox. If telephone support also fails to produce a solution and the Lessee has gone through the Xerox problem-solving process, Xerox may, as a last resort, provide on-site technical support for the Equipment (hardware only) to resolve the problem.
- 2. To guarantee that the Equipment is repaired as quickly and as efficiently as possible, the Lessee shall cooperate with Xerox and provide Xerox with adequate assistance in order to try to resolve the problems with the Equipment. The Lessee shall replace Consumables, including those designated as customer replaceable units sent by Xerox, including if Xerox considers it necessary to remedy performance problems.
- 3. If the Lessee fails to meet its obligation to go through the Xerox problem-solving process or fails to grant Xerox any rights to Remote Data Access to diagnose or modify the Equipment remotely, Xerox shall be entitled to charge the Lessee additional costs for on-site services at its current rates.
- 4. Telephone conversations may be recorded and/or monitored for training purposes.
- 5. The telephone number for Xerox telephone support is on the local Xerox website.

13. Software

(The following provisions apply if Software has been placed at Lessee's disposal)

User right and restrictions on use

- 1. Based on a licence for use XFS places the agreed upon Software and the agreed upon user documentation at the disposal of Lessee for use, for the duration of the Agreement. The user right of the Software is at all times a non-exclusive right, which is non-transferable, nor pledgeable (within the meaning of Section 3:83 paragraph 2 (in conjunction with Section 3:98 of the Dutch Civil Code)), or sublicenseable.
- 2. The obligation to make available on the part of XFS and the user right of Lessee extend exclusively to the so-called object code of the Software. The user right of Lessee does not extend to the source code of the Software. The source code of the Software and the documentation drafted in developing the Software are not placed at Lessee's disposal, not even if Lessee would be prepared to offer financial compensation for this.
- 3. Lessee will strictly comply with the restrictions on the right of use of the Software as agreed upon between parties at all times.
- 4. If parties have agreed that the Software may only be used in combination with specific Equipment, in case of a breakdown of the Equipment Lessee will be authorized to use the Software on other Equipment with the same qualifications, for the duration of the breakdown.
- 5. XFS may demand from Lessee to not use the Software until after Lessee has obtained one or more codes required for the use from XFS, its supplier or the manufacturer of the Software. XFS is at all times entitled to have technical measures taken to protect the Software against unlawful use and/or use in a manner or for purposes other than agreed upon between parties. Lessee will never remove or bypass technical provisions intended for the protection of the Software (or have this removed or bypassed).
- 6. Unless otherwise agreed upon in writing, Lessee may use the Software exclusively in and for the benefit of its own company or organization and exclusively for the envisaged (own) purpose. Lessee will not use the Software for the benefit of third parties, for example within the scope of "Software-as-a-Service" (SaaS) or "outsourcing".
- 7. Lessee will never be authorized to sell, lease out, dispose of or grant a limited right on the Software and the carriers on which the Software is recorded, or in any way whatsoever, for any purpose whatsoever under whatever name make same available for third parties. Lessee will also refrain from - either or not remotely - granting a third party access to the Software or placing the Software in the custody of a third party for hosting purposes, also not even when the third party in question uses the Software exclusively for the benefit of Lessee.
- 8. If requested, Lessee will cooperate forthwith with an investigation to be carried out by or on behalf of XFS into the compliance with the agreed upon restrictions on use. Upon first request by XFS, Lessee will grant access to its premises and systems. XFS will observe confidentiality with regard to all sensitive corporate information it obtains from or at Lessee within the scope of an investigation, in so far as said information does not concern the use of the Software in itself.
- 9. Parties emphasise that the Agreement concluded between parties, in so far as this concerns making Software available for use, will never be regarded as a purchase agreement.
- 10. XFS will not be obliged to perform maintenance on the Software and/or provide support to the users and/or controllers of the Software. If, in deviation of the foregoing, XFS is requested to provide maintenance and/or support regarding the Software, XFS may demand from Lessee to conclude a separate agreement for this in writing.

Delivery and installation

- 1. XFS will, at its discretion, deliver the Software in the agreed upon format of data carrier, or, if arrangements to that effect are lacking, in a format of data carrier to be determined by XFS, or else make the Software available for Lessee online. Any agreed upon user documentation will be submitted at XFS's discretion in paper form or else digital form, in a language to be determined by XFS.
- 2. Only if such has been agreed upon will XFS install the Software at Lessee. If arrangements to that effect are lacking, Lessee in itself will install, set up, parameterise and tune the Software and if necessary adjust the required Equipment and operating environment.

Acceptance

- 1. If parties have not agreed to carry out an acceptance test, Lessee will accept the Software in the state it is in at the moment of delivery ('as is'), therefore with all its visible and invisible defects. If parties have not agreed to an acceptance test upon delivery, or - if XFS has agreed in writing to do the installation - upon completion of the installation, the Software will be regarded as to have been accepted by Lessee.
- 2. If parties have agreed to carry out an acceptance test, the provisions in paragraph 3 up to and including paragraph 10 of this article will apply.
- 3. An error exists solely if Lessee is able to proof this and if this is reproducible. Lessee will be obliged to report errors forthwith. XFS has no obligations whatsoever regarding other defects in or to the Software other than with regard to errors within the sense of these general terms and conditions.
- 4. During the testing period Lessee will not be authorised to use the Software for productive or operational

purposes. Lessee will carry out the agreed upon acceptance test with qualified personnel and with sufficient extent and depth and report the test results in writing, in orderly and understandable fashion to XFS.

5. If an acceptance test has been agreed upon, Lessee will be obliged to verify if the delivered Software complies with the functional and technical specifications explicitly stated by XFS in writing and if the Software concerns partially or wholly customised software, with the functional and technical specifications explicitly agreed upon in writing.
6. The Software will be considered between parties to have been accepted:
 - a. if parties have agreed to an acceptance test: on the first day after the testing period, or else
 - b. if XFS, before the end of the testing period, receives a test report as referred to in paragraph 7: on the moment when the errors stated in the test report have been remedied, without prejudice to the presence of errors that according to paragraph 8 do not obstruct acceptance, or else
 - c. if Lessee makes any use of the Software for productive or operational purposes: on the moment of the commissioning as referred to above.
7. If during the agreed upon acceptance test the Software appears to contain errors, Lessee will submit a written and detailed notification of these errors to XFS, no later than on the final day of the testing period.
8. Lessee may not refrain from accepting the Software for reasons not related to the specifications explicitly agreed upon between parties in writing and furthermore not due to the existence of minor errors, being errors that do not obstruct the operational or productive commissioning of the Software within reason, without prejudice to the obligation of XFS to remedy these minor errors. Acceptance may furthermore not be withheld due to aspects of the Software that can only be assessed subjectively, such as esthetic aspects of user interfaces.
9. If the Software is delivered and tested in phases and/or in parts, non-acceptance of a specific phase and/or part will not prejudice the acceptance of an earlier phase and/or another part.
10. Acceptance of the Software in one of the manners as referred to in this article will have for a consequence that XFS is discharged from compliance with its obligations pertaining to making the Software available and delivering same and, if the installation of the Software has been agreed upon by XFS, of its obligation regarding the installation.

Return

1. Immediately after the end of the Agreement Lessee will return all copies of the Software in its possession to XFS. If it is agreed that Lessee will destroy the copies in question at the end of the Agreement, Lessee will notify XFS of this destruction in writing forthwith. Upon or after the end of the Agreement, XFS will not be obliged to provide support with regard to a data conversion desired by Lessee.

Right-of-use fee

1. The fee for right-of-use to be paid by Lessee will be payable at the agreed moments in time, or, in case an agreed moment in time is lacking:
 - a. if parties have not agreed that XFS provides for installation of the Software: upon delivery of the Software, or, in case of periodically payable right-of-use fees, upon delivery of the Software and subsequently at the start of each new term for right-of-use;
 - b. if parties have agreed that XFS provides for installation of the Software: upon completion of this installation, or, in case of periodically payable right-of-use fees, upon completion of this installation and subsequently at the start of each new term for right-of-use.

Adjustments to the Software

1. Lessee is not authorized to modify the Software wholly or partially, without prior written consent from XFS, unless agreed upon otherwise in writing. XFS will be entitled to refuse consent and/or attach conditions to its consent. Lessee will bear the full risk for all adjustments made by Lessee or on orders of Lessee by third parties, either or not with consent from XFS.

Guarantee

1. XFS does not guarantee that the Software is suited for the actual and/or envisaged use. XFS guarantees that the Software will function without interruption and/or that each time all errors will be remedied.
2. XFS will make every effort to remedy errors within a reasonable term. The remedy will be carried out at no cost, unless the Software was developed on orders of Lessee other than for a fixed price, in which case XFS will charge the costs for remedy according to its usual rates. XFS may charge costs for remedy according to its usual rates in case of user errors or improper use by Lessee or due to other causes that cannot be attributed to XFS. The obligation to remedy will lapse if Lessee makes adjustments or has adjustments made to the Software without written consent from XFS, which consent will not be withheld on unreasonable grounds.
3. Remedy of errors will be effected at a location and in a manner to be determined by XFS. XFS will be entitled to install temporary solutions or workarounds or problem-avoiding restrictions in the Software.
4. XFS will never be held to remedy mutilated or lost data and/or data conversion.

Software from suppliers

1. If and in so far as XFS makes Software from third parties available to Lessee, the (license) conditions of these third parties will apply with regard to said Software, replacing the provisions deviating from this in these General Terms and Conditions, provided that this has been notified to Lessee by XFS in writing. These conditions will be available for inspection by Lessee at XFS and XFS will dispatch these to Lessee at its request against no cost. If and in so far as the conditions from third parties as referred to are for whatever reason considered not applicable in the relationship between Lessee and XFS or are declared inapplicable, the provisions in these General Terms and Conditions will apply in full.
2. Maintenance of the Software and/or providing support to users of the Software will at all times take place only if and in so far as parties have agreed such in writing in a separate maintenance agreement.

14. **Price change.** XFS shall be entitled at all times to pass on any increases beyond its reasonable control in the cost of, among other things, raw materials, consumables, parts, energy, transport, labour costs, exchange rates, taxes, levies and other price-determining factors in full or in part in the price applicable between the parties and to charge the thus amended price. XFS shall announce any price change in writing at least 30 calendar days in advance. If the result of such a price change is that, on the date when the changed price takes effect ("price change date"), the price is more than 5 % higher than the price applicable between the parties on the same date in the calendar year preceding the price change date, the Lessee shall be entitled to object to the price change, provided that the Lessee communicates its objection, giving reasons, by registered letter to XFS no later than 14 calendar days before the price change date; in that case, the parties shall immediately consult further to establish the extent to which the increase can remain limited to the abovementioned 5 %. If the parties are unable to reach agreement on such a limitation, the announced price change shall remain in full force, but the Lessee may terminate the agreement with effect from the price change date.

15. **Meter readings.** At XFS's request, the Lessee shall also send XFS a statement of the meter reads concerned. In the event that XFS has not been informed of the device's meter read on the fifth day of the month following the period to which the meter read relates, XFS shall reasonably estimate the Lessee's consumption. "Printing" means "the units recorded by the device's meter or meters".

16. **Damage liability.** XFS's liability shall be limited to direct damage with a maximum amount that is equal to the invoices for the last 24 months sent by XFS to the Lessee under the agreement, unless intent and/or deliberate recklessness exists. XFS shall therefore not be liable for indirect damage, including business interruption, loss of sales and/or profit and/or savings and/or loss of data and other consequential damage. XFS shall be liable only for death or physical injury to the Lessee's staff or to third parties, and for material damage to installations and the property of the Lessee or third parties in so far as XFS or persons whom XFS uses for the performance of the present agreement, or design or manufacturing errors or defective material are to blame for the death, physical injury or damage. XFS's liability in such cases shall be capped at €900,000.00 per event for death or physical injury to persons and at €450,000.00 for material damage. However, it is expressly stipulated that – subject to the provisions of Section 191 of Book 7 of the Dutch Civil Code – XFS's liability towards the injured party under Section 185 in conjunction with Section 190 of Book 6 of the Dutch Civil Code shall not be excluded or restricted for damage through death or physical injury and for damage caused by the device to another item which is usually intended for private use or consumption, and which the injured party has also used or consumed principally for private purposes. The Lessee hereby indemnifies XFS against any claims of third parties if and in so far as such claims are not chargeable to it under the provisions of this article.

17. **Liability for non-Xerox equipment; indemnification.** This article shall apply only where the Lessee leases non-Xerox equipment and/or non-Xerox software from XFS. The Lessee has selected the equipment and/

or software and the supplier itself and has asked XFS to buy the equipment and/or software licenses from the supplier in order for XFS to lease it to it and/or invoice the right of use of the software on the basis of the Agreement. XFS shall not be liable for any faultiness or unsuitability of the equipment and/or software, defects occurring therein or thereon or in respect thereof, or for its shortcomings and any direct or indirect damage caused by it. In the event of any faultiness, unsuitability or defects, XFS shall allow the Lessee to exercise, at its own expense, any rights existing for XFS towards the supplier or manufacturer of the equipment and/or software, but with the exception of any right the exercise of which would cause XFS to lose ownership of the equipment or which may give rise to an obligation for XFS to transfer or retransfer the equipment.

Should it be established that XFS is liable in any way, XFS's liability shall be limited in any case to any liability (in so far as actually recoverable) the supplier or manufacturer of the equipment and/or software may have towards XFS. The Lessee shall indemnify XFS against all claims of third parties in respect of any damage caused by the equipment and/or software or any of its defects.

18. Privacy and the General Data Protection Regulation (GDPR)

1. XFS's recording and use of personal data is governed by the General Data Protection Regulation ("GDPR") and supplementary national legislation. Both XFS and the Lessee shall undertake, each for its own part, to comply with the GDPR and, in particular, to collect and process all Personal Data (as defined in the GDPR) in accordance with the GDPR.
2. For the purposes of the performance of the Agreement, XFS shall act as the processor and the Lessee as the controller within the meaning of the GDPR for the processing of Personal Data which it performs and which necessarily must be performed in accordance with the obligations provided for in the Agreement. As the processor, XFS undertakes to comply with the instructions of the controller in relation to Personal Data.
3. XFS may engage a further processor (hereinafter referred to as the "Further Processor"), in particular, companies within its group such as Xerox (Nederland) B.V., to perform specific processing activities. XFS shall ensure that the Further Processor provides the same adequate guarantees for the implementation of appropriate technical and organizational measures and in a manner such that the processing meets the requirements of the GDPR. If the Further Processor fails to meet its obligations to protect the Personal Data, XFS shall remain fully liable towards the Lessee for the performance of the Further Processor's obligations.
4. The Lessee acknowledges and agrees that the Personal Data may be transferred to countries outside the European Economic Area which have not been established to provide a satisfactory level of protection of Personal Data which is recognized by the European Commission. In such cases, XFS shall provide appropriate safeguards, within the meaning of Article 46 of the GDPR, as the case may be, in favor of the Lessee, to ensure an adequate level of protection of the Personal Data which is in compliance with the GDPR.
5. XFS shall also act as controller within the meaning of the GDPR if Personal Data are the subject of or used for processing which is necessary for the purposes of the legitimate interests pursued by XFS within the meaning of Article 6(1)(f) of the GDPR, including for the following purposes:
 - i. to perform audits and verify legal validity and solvency, as the case may be, using, among other things, automated decision-making, prior to the conclusion of an Agreement or any other contract which the Lessee intends to conclude with XF (or a company of the Xerox group to which XFS belongs);
 - ii. to warrant the proper management of the business and contractual relationships arising from the Agreement;
 - iii. to conduct surveys into the quality of the services and equipment forming the subject of an Agreement;
 - iv. to provide direct-marketing information (itself or through another company of the Xerox group) about, and/or to offer, products, services and promotions of the Xerox group other than those covered by the Agreement (but which the Lessee may terminate at any time); and
 - v. to manage complaints and disputes, and in general to answer any questions raised by the Lessee or its representatives.
6. XFS may, in the context of the abovementioned purposes, also communicate Personal Data to third parties for purposes other than marketing or promotion. The categories of recipients of the Personal Data in this context mainly include:
 - a. retailers, brokers and insurers, financial backers of XFS (if applicable), agents, subcontractors and/or guarantors;
 - b. suppliers of services which act as "processors" within the meaning of the GDPR (at the request of the Lessee, XFS will pass on the identity and contact details of such suppliers);
 - c. Xerox group and commercial partners of XFS, for the purposes of pursuing the legitimate interests of XFS; or
 - d. the national or international statutory or regulatory authorities with which XFS is obliged to share such data.
 - e. companies which supply financial analysis services and risk or credit insurance as part of their ordinary business activities.
7. The Lessee is solely responsible for securing (and keeping safely) all confidential data (including Personal Data) on or stored in the equipment and deleting such data completely and permanently from the internal memory when requested to do so and in any event before returning the equipment to XFS. The Lessee shall indemnify XFS against any loss or damage it suffers as a result of a failure to secure and/or remove any confidential data as described in this Article or a failure to secure or remove it in full.
8. The privacy policy applicable within XFS is available at www.xerox.nl and will also be supplied to the Lessee immediately upon request.

19. **Final provisions.** XFS shall be entitled to transfer its legal relationship with the Lessee under the agreement and the ownership of the equipment and/or software to third parties. The Lessee hereby gives its irrevocable permission for such transfer and contract takeover. The agreement is governed by Dutch law, contains all the rights and obligations of the parties towards each other and replaces all prior negotiations, commitments, proposals and correspondence in that regard. Any general or other terms and conditions of the Lessee shall not apply. Changes to the agreement must be agreed in writing. Disputes with regard to the agreement may be submitted only to the competent court of Central Netherlands District Court only. This is an unofficial English translation. In the case of a conflict between the Dutch version and the English translation, the Dutch version will prevail.