

## AGREEMENT IMPLEMENTATION AND SUPPORT

### The Undersigned

1. the private limited company under Dutch law **Qwinsoft BV**, having its seat according to its Articles of Association in Roermond, the Netherlands, and its principal place of business in (6042 LL) Roermond at Kerkstraat 12, legally represented in this matter by Mr J. Jenniskens (hereinafter referred to as 'Qwinsoft');

and

2. the private limited company under Dutch law [REDACTED] having its seat according to its Articles of Association in [REDACTED] and its principal place of business in [REDACTED], at [REDACTED], legally represented in this matter by [REDACTED] (hereinafter referred to as the 'Client').

### Whereas

1. Qwinsoft is the developer and supplier of the Software Application defined hereinafter;
2. The Client desires to obtain a license for the use of the Software Application and to engage Qwinsoft for the installation and maintenance thereof, all such under the conditions as laid down in the present Agreement;

### Have agreed as follows:

#### Article 1 Definitions

In the present Agreement the following terms will be capitalized and will have the following meaning:

- **Additional Services:** All services provided by Qwinsoft to the Client on an actual cost basis, which services at any rate include data conversion, migration and/or installation of the Software Application, and exclude all other services defined in the present Agreement, such as Implementation Services and Software Support.
- **Implementation Services:** Those services comprised of developing the Software Application (including customization) in accordance with the Specification and of making the Software Application available to the Client, but explicitly not including data conversion, migration, installation of the Software Application and/or hardware supply.
- **Start Date:** The date as provided by Qwinsoft at the end of this Agreement, on which date the Agreement will enter into force.
- **Insolvency:** The application for a moratorium or the entering into effect of a state of (provisional) moratorium; the filing for liquidation or the being put into liquidation; the winding-up of the business; cessation of the business operations; attachment of a

substantial part of the assets; or any other situation resulting in the party in question no longer being deemed to be able to comply with its obligations arising from the Agreement.

- **Installation Location:** The location at the Client's where the Software Application is to be installed.
- **Office Hours:** Weekday hours from 8:30 am to 5:00 pm, Dutch time (GMT + 1).
- **Key Operator:** A member of the Client's staff approved by Qwinsoft or trained in the proper use of the Software Application and designated as such by the Client. The first group of Key Operators is listed in Annex B.
- **Term:** The agreed-upon term during which the Agreement is in force.
- **Maintenance Fee:** The fee to be paid each year by the Client for the Software Support services, equal to 21% of the Software Fee.
- **Completion Date:** The date on which the Implementation Services (including the fixing of any defects found during the acceptance test) have been completed, irrespective of the time the Client actually starts using the Software Application, of which date Qwinsoft will inform the Client.
- **Agreement:** The present agreement and all Annexes referred to therein.
- **PID:** The Project Initiation Document attached as Annex B, which further details all work to be performed by Qwinsoft during the implementation stage.
- **Release:** Release of (parts of) the Software Application, or new versions thereof, designated as such by Qwinsoft.
- **Response Time:** The total amount of time lapsed between the moment a Key Operator submits a Software Correction request and the moment Qwinsoft starts developing a Software Correction, less any time Qwinsoft is to wait for the information it has requested the Client to submit directly after receiving the Software Correction request.
- **Software:** The Software Application and Third-Party Software.
- **Software Application:** The computer programs supplied by Qwinsoft as listed in Annex A, as well as any copies, modifications or improved versions, when such are made available by Qwinsoft to the Client.
- **Software Correction:** A modification of or addition to the Software Application developed to fix a Software Defect or a measure countering the negative effect resulting from a Software Defect.

- **Software Defect:** Any reproducible error in the current or directly previous Release of the Software Application resulting in the Software Application fundamentally not running in accordance with the Specifications (Annex C), on the understanding that the following causes of the Software Application not running accordingly will in any case not be deemed a Software Defect:
  - a) The Client's negligence in making back-up copies;
  - b) Third-Party Software; or
  - c) The Client's equipment malfunctioning.
  
- **Software Support:** The entirety of the services provided by Qwinsoft on payment of the annual Maintenance Fee, which services comprise:
  - a) Making new Third-Party Software available (if deemed sufficiently stable by Qwinsoft) and, whenever possible, including sector-specific adaptations or customizations developed for the previous version;
  - b) Primary support, in principle taking up ten minutes per question received, not including distance implementation or analysis within the context of new projects;
  - c) Fixing minor Software Defects, including in new versions;
  - d) Acting as a sounding board on new developments.
  
- **Third-Party Software:** The software programs listed in Annex A meant to be used together with the Software Application, and which have been developed and owned by software developers other than Qwinsoft but have been supplied by Qwinsoft.
  
- **Software Fee:** The fixed fee for the Software Licenses and the development of custom software as listed in Annex A, excluding taxes, duties and any shipment and insurance costs, as well as excluding the fee charged by Qwinsoft, on actual cost basis, for advisory, installation and migration work.

**Specifications:** A so-called "scoping document" by Qwinsoft detailing the (technical) properties and features of use of the Software Application (Annex C).

- **Support Line:** The telephone connection to be used by the Key Operators for reporting a Software Defect to Qwinsoft, currently having the number 0031 (0) 475 343 165.
  
- **Confidential Information:** The Software Application, the present Agreement, the Specifications (Annex C), all other information provided or made available by one of the parties to the other, be it orally or in writing, and all other documents designated as being 'confidential' or 'company property' or with like designations.

## Article 2 Software License

- 2.1 By signing this Agreement, Qwinsoft, by the conditions of the present Agreement and upon payment of the Software Fee by the Client, grants the Client a non-exclusive, non-transferable, perpetual license to use the Software Application within the organisation of the Client and

subject to the limitations arising from the present Agreement, and, if applicable, also grants a non-exclusive, non-transferable sub-license to use Third-Party Software.

- 2.2 The Client acknowledges that the intellectual property rights pertaining to the Software will remain with Qwinsoft or, as the case may be, with the developer of the Third-Party Software (hereinafter: 'Third-Party Licensor') and that Qwinsoft or the Third-Party Licensor will hold the exclusive right to protect, copy and publish the Software, or to provide it to third parties, by exercising their copyrights or otherwise. The Client will not sell, rent out, transfer, cede or sublease the Software, or make it available to third parties in any other way, without prior written permission thereto by Qwinsoft. The Client will not copy the Software supplied by Qwinsoft in printed or other written format, neither wholly nor in part. Except in as far as this is allowed under the conditions of the Dutch Copyright Act, the Client is not permitted to decompile, disassemble or reverse engineer the Software, nor to use it in any other way than to the benefit of its own organisation. Having third parties manage the Software, for instance in connection with outsourcing work, is not permitted.
- 2.3 The Client hereby orders Qwinsoft to provide the Implementation Services as further detailed in Annex B, each time declaring partial acceptance of the Releases designated for such acceptance by Qwinsoft.
- 2.4 The PID (Annex B) will at any rate contain conditions regarding the final deadline by which Qwinsoft undertakes to have completed implementation of all Releases and to allow the Client to perform the six-week (acceptance) test.
- 2.5 This acceptance test is to investigate the functioning of the Software, any defects hampering its everyday use and the degree to which the Software Application complies with the Specifications (Annex C) in all other respects.
- 2.6 Qwinsoft will be given the opportunity to fix the Software Defects and other flaws identified during the acceptance test within a term in each case determined by Qwinsoft but no later than on the Completion Date.

### **Article 3 Software Support**

- 3.1 Qwinsoft will provide the Client with Software Support, subject to timely payment of the annual Maintenance Fee, the Client hereby ordering Qwinsoft accordingly.
- 3.2 During the Term, Qwinsoft will make an effort to fix all Software Defects reported by a Key Operator by means of the Support Line.

Upon receipt of a Software Defect report submitted by a Key Operator, Qwinsoft will start work on providing a suitable Software Correction by:

- a) Answering the questions asked by the Key Operator and, during Office Hours, establishing a diagnosis of the Software Defects by telephone; and

- b) During Office Hours fixing the errors, establishing diagnoses and repairing the Software Application, all by means of the remote access system designated by Qwinsoft.

3.3 Software Defects are scaled into one of three classifications:

- P0 The Application does not work any more and requires immediate attention.
- P1 The Client is unable to perform essential company actions or is wholly or partially unable to perform essential business operations (such as making payments or invoicing), or any defect resulting in a hardware or software conflict as detailed in Annex A to the license agreement.
- P2 Fixing the problem is important to continuing business operations, but there is an alternative solution, work can proceed and an immediate solution is not required, or the problem has only small consequences for business operations.

Whenever the Client reports a possible P0 or P1 class Software Defect, Qwinsoft will start troubleshooting activities and establishing a diagnosis within three office hours upon receipt of the report. When a P2 class problem is reported, Qwinsoft will start troubleshooting activities and establishing a diagnosis as soon as reasonably manageable, but no later than within two working days upon receipt of the report.

- 3.4 All Software Defects are to be reported by Key Operators by means of the Support Line. A Qwinsoft staff member, or a member of staff engaged by Qwinsoft, will contact the Client's designated contact person as soon as possible during Office Hours. Should an immediate response be required outside of Office Hours, the conditions established by Qwinsoft in each individual case will apply. In that case, Qwinsoft will always be entitled to charge an additional reasonable fee.
- 3.5 Qwinsoft is not obliged to respond to support requests submitted by others than Key Operators, nor to respond to them should such requests be submitted by other ways than via the Support Line.
- 3.6 During the Term, Qwinsoft will make all Releases available to the Client which are generally made available to all its clients.
- 3.7 Telephone support provided after Office Hours and any training in working with Releases required or requested by the Client is not included in the Software Support and will therefore be considered Additional Services.
- 3.8 If Qwinsoft offers a new Release during the Term, the Client will, in principle, implement this Release or have it implemented. Should the Client choose to continue using the existing version of the Software, Qwinsoft will continue to provide Software Support for as long as Microsoft supports the relevant Microsoft Dynamics NAV basic software. In that case, payment of the Maintenance Fee remains due. The Client accepts that not implementing a new Release may result in a loss of functionality. Modifications requested by the Client in connection therewith are not considered to be part of regular maintenance. As long as Microsoft provides mainstream support thereto, Qwinsoft will introduce functional modifications to Microsoft Dynamics NAV.

- 3.9 The choice of the Client not to implement a Release does not affect the obligation to pay the Maintenance Fee.
- 3.10 In as far as a modification of or new functionality introduced in Third-Party Software supplied by Qwinsoft requires the Software Application, including custom elements, to be modified, Qwinsoft will do so without charging additional costs. Should this concern a substantial modification requiring a lot of work, however, the parties will consult on the financial conditions prior to the modification.
- 3.11 The installation of new Releases, as well as all work performed in connection with data conversation required in this context (analysis, installation, data conversion, set-up and training) will be performed on an actual cost basis.
- 3.12 Should the Client upon completion order implementation of a new functionality, an additional Support Fee is charged, calculated as per the formula:  $\text{Software Fee} \cdot \% \text{ Support Fee} / 365$  \* number of days between Completion Date of the new functionality and the next Term renewal date.
- 3.13 Should the Client terminate the Agreement and, at a later point, reactivate Software Support, Qwinsoft is entitled to charge a 5% surcharge to the Maintenance Fee for every year in which no maintenance took place.

#### **Article 4 Responsibilities of the Client**

- 4.1 The Client will on its own account provide reliable infrastructure, at any rate allowing Qwinsoft to provide Software Support via the Internet.
- 4.2 The Client will:
- a) Back up all programs and files each day;
  - b) Replace Client data files with their most recent back-up should Qwinsoft instruct so;
  - c) Cooperate with Qwinsoft and provide all information and documents reasonably necessary to help Qwinsoft in complying with its obligations arising from the present Agreement; and
  - d) Implement every Release within sixty (60) days upon receipt thereof.

#### **Article 5 Additional Services**

- 5.1 Qwinsoft will provide all Additional Services as agreed upon by the parties at any time, which services may at any rate include programming work on the basis of agreed-upon specifications, providing Software Application training, project management, technical and/or installation services (not being Implementation Services), network support, and support with other software and equipment issues. Additional Services also includes those services requested in connection with:
- a) Support other than Software Support;

- b) The repair, adjustment or modification of the Software Application, both realized and attempted, by persons other than authorized Qwinsoft staff, except in as far as such work was necessary due to an imputable failure by Qwinsoft;
- c) The failure by the Client to properly comply with the recommended daily back-up procedures;
- d) The failure by the Client to properly comply with the procedures detailed in the Specifications (Annex C);
- e) The failure by the Client to install a Release within sixty (60) days of the receipt thereof;
- f) Defects arising from the improper use of the Software by the Client;
- g) Programming work or installation activities performed by the Client (other than in accordance with Qwinsoft instructions);
- h) Damage caused during or problems arising from the transport of the equipment the Software is installed on, or following re-installation of this equipment after a move;
- i) Damage or problems caused by modifications, accessory or peripheral equipment or other equipment not supplied, maintained or approved by Qwinsoft;
- j) Software problems arising from a power failure or failure in HVAC or climate control equipment; or
- k) A situation of force majeure experienced by the Client, caused by fire, flooding, earthquake, lightning strike, civil unrest, war, nuclear crisis and other similar circumstances.

## **Article 6 Duration and Termination**

- 6.1 This Agreement will enter into force on the Start Date. This Agreement, including Software Support, is concluded for an indefinite period of time, unless one of the parties by the end of a Term terminates the Agreement by written notice thereof to the other party, subject to a notice period of no less than twelve (12) calendar months.
- 6.2 In addition to the legal termination arrangement, every party is entitled to terminate the Agreement by providing written notice should the other party be in a state of insolvency, or if the other party is in breach of or fails to comply with this Agreement (such includes, but is not limited to, non-payment of any amount due by virtue of this Agreement) and such a breach or failure has not been remedied within fifteen (15) days after receipt of a default notice.
- 6.3 When requested to do so in writing by the Client, Qwinsoft will give the Client the opportunity to become a party to a Source Code Escrow Agreement pertaining to the Software Application concluded between Qwinsoft and [REDACTED], a copy of which will be made available to the Client at its request. The costs involved accrue to the Client and the Client will pay these costs in advance to Qwinsoft.

## **Article 7 Fee, Payment**

- 7.1 The Client is to pay the fee for the Additional Services in accordance with Annex A within 30 days upon receipt of an invoice from Qwinsoft to this effect, without suspension or set-off.
- 7.2 The Client is to pay the Software Fee to Qwinsoft as follows:

- License part: 100% in advance
- Custom software part: 50% when placing the order; 40% at time of installation and 10% upon acceptance.

Without suspension or set-off Qwinsoft will invoice the Client for services performed every two weeks.

- 7.3 The Client will annually pay Qwinsoft the Maintenance Fee in accordance with Annex A. Qwinsoft is entitled to annually adjust the Maintenance Fee and its hourly rates by no more than the Consumer Price Index (CPI) for all households + 2%, and therefore to make its first adjustment 12 months after the first day of the Term.
- 7.4 At its own option, the Client may take out a license for additional Software Application modules by Qwinsoft or third parties, and all such modules will be covered by the Software Support provided pursuant to this Agreement. The Maintenance Fee will in that case be increased by a fee for the additional modules, such on the basis of the applicable Qwinsoft Software Support rates.
- 7.5 Should the Client fail to pay the amounts payable under this Agreement when they fall due, Qwinsoft will, after having given written notice of default granting the Client a term of no less than 15 days to remedy the situation, be entitled to suspend its services, unless Qwinsoft is itself in creditor's default and the Client appeals to this circumstance. The exercise of this right by Qwinsoft does not prejudice any other right or means of recourse it may have against the Client.

## **Article 8 Qwinsoft Guarantee**

- 8.1 Qwinsoft states and guarantees that:
1. It has the right to grant the Client the licenses to use the Software Application and there are no pending legal actions against Qwinsoft which may result in the Client being limited, restricted or hindered in using the Software Application;
  2. The Software Application will function in accordance with the Specifications (Annex C), excepting minor deviations, and only if the Client has it run on the recommended hardware;
  3. The Software Application will be installed correctly and professionally and in accordance with general practice in the software industry; and
  4. Should the Software Application fundamentally does not function in accordance with the Specifications (Annex C), Qwinsoft will, upon written notice thereof, at no cost to the Client (i) make an effort to remedy any fundamental non-conformity; or (ii) replace the non-conforming part of the Software Application.
- 8.2 The guarantees listed in Clause 8.1 will lapse if the Client makes use of the Software Application in any way not provided for by the Specifications (Annex C) or makes alterations to the Software Application not provided for by the Specifications or not approved in writing by Qwinsoft.



- 8.3 The Client acknowledges that any applicable Third-Party Software was developed by third parties and is supplied in accordance with the conditions established by those third parties.
- 8.4 Qwinsoft provides no further or other guarantee. The Client states to have studied the Specifications (Annex C) and, to the extent it was able to ascertain at the time of signing this Agreement, to have received all information relevant to it.

#### **Article 9 Breach of Intellectual Property Rights**

- 9.1 At its own expense, Qwinsoft will defend and indemnify the Client against any claims and legal actions third parties may bring against the Client on account of (i) the Software Application licensed to the Client by Qwinsoft in accordance with this Agreement, (ii) the Client's use of that Software Application, or any part thereof, in accordance with the specifications and instructions provided by Qwinsoft, or (iii) the Client making copies, as permitted by this Agreement, of this Software Application or Specifications (Annex C), being deemed to violate a Dutch patent, a Dutch copyright or any other intellectual property right or similar right enforceable under Dutch law, and will pay all resulting judicial costs, reasonable lawyers' fees, damages and any fines the Client may be ordered to pay, provided the following conditions have been met:
- a) The Client immediately informs Qwinsoft of the alleged violation;
  - b) Qwinsoft or a third party acting in its behalf conducts the defense against such claims and all settlement and compromise negotiations in this connection;
  - c) The Client cooperates with Qwinsoft in conducting this defense and these negotiations; and
  - d) The Client does not breach the limitations of use and confidentiality obligations detailed further in the below.
- 9.2 Should Qwinsoft be of the opinion that such (alleged) violation occurs or will occur, or if the Client is banned by court order from making use of the Software Application due to such alleged violation, Qwinsoft is entitled, at its own discretion and expense, to provide the Client with one of the following:
- a) The right of the Client to make uninterrupted use of those parts of the Software Application which are in alleged violation, under conditions equally favorable to those provided by this Agreement; or
  - b) Modification or replacement of those parts in alleged violation by parts that are not and that are functionally equivalent, as well as compensation for any damage the Client may come to suffer in connection with this modification or replacement. The limitation of liability referred to in Clause 11 does not apply in this case.
- 9.3 Qwinsoft is not liable on account of the conditions of Clause 9 if the Client ran the Software Application on equipment or in conjunction with software not supplied or approved by Qwinsoft, or if the Software Application was modified by the Client without written permission thereto by Qwinsoft.

- 9.4 The conditions of the relevant builder, developer or distributor apply. Qwinsoft is in no case liable to the Client for any breach or violation by Third-Party Software of the intellectual and industrial property rights of third parties.

#### **Article 10 Confidential Information**

- 10.1 Qwinsoft nor the Client will divulge any Confidential Information made available to it by the other party to third parties, nor will it authorize its employees, agents, advisers or representatives to do so.
- 10.2 Both parties will only make use of the Confidential Information made available to them for purposes of complying with their respective responsibilities and obligations arising from this Agreement.
- 10.3 Both parties will take the same measures to protect the confidentiality of the Confidential Information made available to them by the other party as they would take to protect their own company secrets and other Confidential Information, including, but not limited to, limiting divulging the Confidential Information to the minimum amount of employees, advisers or representatives required to have knowledge of such Confidential Information to comply with responsibilities and obligations arising from this Agreement, and will ensure that all such employees, advisers or representatives are aware of their obligation and show willingness to keep the Confidential Information in the strictest confidentiality.
- 10.4 No party will copy the Confidential Information made available to it by the other party, be it wholly or partially, without prior written permission thereto by the party divulging the Confidential Information. The Client will ensure that all copies of the Software or Specifications (Annex C), or parts thereof which it produces under this Agreement retain all copyright, confidentiality or other ownership marks and, to the extent they should not be present any longer, once more include such marks.
- 10.5 The parties' duty of confidentiality does not apply to:
- a) Information, which the receiving party can demonstrate, by submitting documents with a date prior to that of the divulging of the information, to have been aware of without being required to keep it confidential, before it was divulged by the other party;
  - b) Information, which the receiving party can demonstrate to be publicly accessible or generally known within the relevant industry;
  - c) Information, which the receiving party can demonstrate to have received from a third party, with no restrictions attached and without this being contrary to any duty of confidentiality this person, Client or body may have;
  - d) Information, which the receiving party can demonstrate to have already had at its disposal;
  - e) Information, which the receiving party can demonstrate to have been required to divulge by order of the court, subject to the condition that the receiving party has provided the other party with sufficient opportunity to protest the divulgement.

## **Article 11 Liability**

- 11.1 Qwinsoft's total liability arising from an attributable failure to comply with the Agreement is limited to compensation for the direct damage or loss, to a maximum of:
- With regard to the Software and Implementation Services, the price (excl. VAT) stipulated for Software and Implementation Services in Annex A, under 1, due or becoming due to the Client;
  - With regard to Software Support services, the part of the Maintenance Fee part (excl. VAT) for one year.
- 11.2 In no case, however, will the total compensation for direct damage or loss amount to more than EUR 150,000 (one hundred and fifty thousand euros).  
Direct damage or loss is exclusively understood to be:
- a) The reasonable costs which the Client should incur in order to have the performance of Qwinsoft conform to the Agreement. This loss is, however, not compensated if the Client has dissolved the Agreement;
  - b) Reasonable costs, incurred in order to determine the cause and the amount of the loss, insofar as the determination relates to the direct loss within the meaning of these terms and conditions;
  - c) Reasonable costs, incurred in order to prevent or limit the loss, insofar as the Client demonstrates that these costs resulted in the limitation of direct loss within the meaning of these terms and conditions.
- 11.3 Qwinsoft's total liability for damage due to bodily harm or death, or for material damage to goods, will, in no case, amount to more than EUR 1,000,000 (one million euros) per event, a series of related events being regarded as a singular event.
- 11.4 Qwinsoft's liability for indirect loss, including consequential loss, loss of data, loss of profit, lost savings and loss due to business interruption, is hereby excluded.
- 11.5 In any event other than the events referred to in Clauses 11.2 and 11.3, Qwinsoft is in no way liable to pay compensation, irrespective of the grounds of a compensation claim. The maximum amounts referred to in Clauses 11.2 and 11.3 do not apply if and in as far as the loss is due to an intentional act or gross negligence on the side of Qwinsoft.
- 11.6 To hold any right to demand compensation, the Client is to report the damage or loss to Qwinsoft in writing as soon as possible, but no later than 30 days following the occurrence of that damage or loss.

## **Article 12 Consequences of Termination**

- 12.1 If Qwinsoft dissolves this Agreement or if it is terminated, all Software Licenses and any sub-licenses will be terminated with immediate effect, and all parties will, at their own expense, return all Confidential Information, including all Software and Specifications (Annex C), and all

copies thereof, which were provided by one party to the other, to that one party within five (5) working days following the date of such termination. Should the Agreement be dissolved by the Client or terminated by notice to this effect, the Software Licenses and any sub-licenses will remain in effect for as long as the Client reasonably requires to install and implement a replacement software package, or have this done, to a maximum of six months. If the Client, at the time of termination, has already been provided with services in the implementation of this Agreement, such services and the related payment obligations cannot be undone, unless Qwinsoft is in default with respect to those services. Any amounts invoiced by Qwinsoft in connection with the services provided in implementing the Agreement prior to its dissolution will remain due in full, subject to the conditions of the previous sentence, and will become immediately due and payable at the time of dissolution.

- 12.2 Clause 7 through 14 and all obligations arising from the conditions provided therein will continue to be in force after the dissolution or termination of this Agreement.

### **Article 13 Miscellaneous**

- 13.1 This Agreement, including all attached Annexes as listed further in the below, per the Start Date forms the full agreement concluded between Qwinsoft and the Client on the object thereof and replaces all prior agreements of any nature, be they oral or in writing, pertaining to the object hereof. Each party confirms it does not and will not rely on any statement, guarantee or promise not set down in this Agreement.
- 13.2 In the event of conflict between the stipulations of this Agreement and any Annex, the stipulations of this Agreement will prevail, unless the Annex explicitly states that derogation from the Agreement was intended.
- 13.3 No general terms and conditions or general purchase conditions apply to this Agreement and all other agreements concluded between the parties arising from this Agreement.
- 13.4 The Client is banned from transferring this Agreement or any rights and obligations ensuing therefrom to third parties without prior written permission thereto by Qwinsoft.
- 13.5 This Agreement can only be amended by way of a document signed by both parties explicitly stating that both parties aim to do so.
- 13.6 If one or more stipulations of this Agreement are void or voided, this will not affect the validity of all other stipulations. Both parties are obliged to replace void or voided stipulations by stipulations that are valid and will have, to the extent possible, the same effect.

### **Article 14 Governing Law, Competent Court**

- 14.1 This Agreement is governed exclusively by Dutch law.
- 14.2 All disputes, including those only deemed a dispute by one of the parties, will exclusively be resolved by the arbiters appointed in accordance with the Arbitration Regulations of the Dutch Foundation for the Settlement of Automation Disputes, all without prejudice to the right of both

parties to petition for relief in preliminary arbitration proceedings and without prejudice to the right of both parties to attach property before judgment (please refer to [www.sgoa.org](http://www.sgoa.org)).

- 14.3 In derogation from the above, Qwinsoft is entitled to in the first instance submit a claim to the regular court in the Client's place of business.
- 14.4 The Client undertakes to cooperate with any mediation performed by the Dutch Foundation for the Settlement of Automation Disputes at Qwinsoft's first request, should Qwinsoft deem such to be appropriate in resolving a dispute. The relevant mediation costs will be borne by both parties, each for one half.

Agreed upon and drawn up in duplicate in Roermond on [redacted] 20xx.

Qwinsoft BV

Client

---

J. Jenniskens

---

[Name]

### **Annexes**

**Annex A:** Overview of software applications to be supplied and payment terms

**Annex B:** Project Initiation Document

**Annex C:** Specifications