General Terms and Conditions ICY group, Ablestar and Craftmore

1. Definitions

The following capitalised terms are used in these Terms and Conditions, both in the singular and in the plural. These terms are understood to mean:

- Appendix: Appendix to the Terms and Conditions with specific provisions regarding the Service to be provided;
- Service: The services to be provided to the Client by ICY group, Ablestar b.v. and Craftmore b.v. under the Agreement, including, if applicable, results of services;
- Terms and Conditions: These terms and conditions of ICY group b.v., Ablestar b.v. and Craftmore b.v. including all applicable Appendices;
- IP rights: All intellectual property rights and related rights, such as copyrights, trademark rights, patent rights, model rights, trade name rights, database rights and neighbouring rights, as well as rights to know-how and one-line performances; Client: The natural or legal person who has entered into or will enter into an Agreement with ICY group b.v., Ablestar b.v. or Craftmore b.v.;
- Agreement: The agreement between ICY group b.v., Ablestar b.v. and Craftmore b.v. and Client regarding the delivery of the Service;
- Parties: ICY group, Ablestar b.v. and Craftmore b.v. and Client; and
- Personal data: Any data concerning an identified or identifiable natural person, as referred to in article 1 sub a of the Personal Data Protection Act and article 4 paragraph 1 of the General Data Protection Regulation.

2. General

The Conditions apply to and form an integral part of all offers and quotations from ICY group b.v., Ablestar b.v. and Craftmore b.v. Agreements and all other possible related legal acts between ICY group b.v., Ablestar b.v. and Craftmore b.v and Client, or its legal successor. In addition to these Conditions, the specific Appendix(es) to the Conditions agreed between ICY group b.v., Ablestar b.v. and Craftmore b.v. and the Client also apply.

- 2.2 When the Conditions state that an action must be performed in writing, this also includes e-mail.

- 2.3 Deviations from the Conditions are only valid if they have been expressly agreed in writing by ICY group b.v., Ablestar b.v. and Craftmore b.v. and the Client and only apply to the specific agreement for which they have been agreed.
- 2.4 The Conditions shall at all times take precedence over any purchasing or other conditions used by the Client.
- 2.5 Once these Conditions have been applicable to a legal relationship between ICY group b.v., Ablestar b.v. and Craftmore b.v. and the Client, the Client shall be deemed to have agreed in advance to the applicability of these Conditions to Agreements concluded and to be concluded thereafter. 2.6 If and to the extent that any provision of the Conditions is declared null and void or is annulled, the other provisions of the Conditions will remain in full force. In that case, the Parties will in consultation establish a new provision to replace the null and void/annulled provision, whereby the purport of the null and void/annulled provision will be taken into account as much as possible.
- 2.7 In the event of a conflict between provisions of an Agreement and the Conditions, the provisions of the Agreement shall prevail. In the event of a conflict between the Conditions and a specific Appendix, the provisions of the specific Appendix(es) shall prevail.
- 2.8 Electronic communication between the Parties is deemed to have been received on the day of dispatch, unless the contrary is proven.

3. Quotations and conclusion of Agreement

- 3.1 Quotations and other offers from ICY group b.v., Ablestar b.v. and Craftmore b.v. are without obligation and must be regarded as an invitation to make an offer to enter into an Agreement, unless ICY group b.v., Ablestar b.v. and Craftmore b.v. otherwise indicated in writing.
- 3.2 Offers and quotations lose their validity after four weeks from the date, unless otherwise indicated in writing.
- 3.3 The Client guarantees the correctness and completeness of the information provided by or on behalf of the Client to ICY group b.v., Ablestar b.v. and Craftmore b.v. on which ICY group b.v., Ablestar b.v. and Craftmore b.v. bases its offer. If this information proves to be incorrect or incomplete, ICY group b.v., Ablestar b.v. and Craftmore b.v. have the right to change the offer.
- 3.4 An Agreement is concluded by the Client's written confirmation of an unchanged valid offer and/or quotation from ICY group b.v., Ablestar b.v. and Craftmore b.v.

4. Execution of the Agreement and delivery

- 4.1 ICY group b.v., Ablestar b.v. and Craftmore b.v. will execute the Agreement to the best of their knowledge and ability and in accordance with the requirements of good workmanship and on the basis of the state of science and technology known at that time. The Agreement to be concluded between ICY group b.v., Ablestar b.v. and Craftmore b.v. and the Client shall have the character of an obligation of best efforts, unless and insofar as ICY group b.v., Ablestar b.v. and Craftmore b.v. have expressly promised a result in the written Agreement and the result in question has also been described with sufficient certainty in the Agreement. Any agreements on a service level (Service Level Agreement) shall always be agreed in writing.
- 4.2 In the Agreement, the Parties shall determine the delivery periods and dates as well as the place and manner in which the Services are provided and/or delivered. The lead time of an assignment depends on various factors and circumstances, such as the quality of the data and information provided by the Client and the cooperation of the Client and relevant third parties. The delivery periods stated shall therefore not be regarded as fatal periods, unless the Parties have expressly agreed otherwise in writing. In the event of a (threatened) exceedance of a (delivery) term, the Parties will enter into consultation as soon as possible in order to take appropriate measures.
- 4.3 If it has been agreed that the Agreement will be executed in phases, ICY group b.v., Ablestar b.v. and Craftmore b.v. are entitled to postpone the commencement of the Services that belong to a subsequent phase until the Client has approved the results of the preceding phase in writing.
- 4.4 ICY group b.v., Ablestar b.v. and Craftmore b.v. are not obliged to follow instructions that change or supplement the content or scope of the agreed Services; if such instructions are followed, the relevant work will be paid for in accordance with the usual rates of ICY group b.v., Ablestar b.v. and Craftmore b.v. and ICY group b.v., Ablestar b.v. and Craftmore b.v. will report this to the Client.
- 4.5 ICY group b.v., Ablestar b.v. and Craftmore b.v. is entitled to have the Agreement executed in whole or in part by third parties or to engage third parties in the execution of the Agreement.
- 4.6 Services will be considered accepted between the parties if the Client has not substantiated in writing in detail within five (5) working days after delivery of the relevant Services why the Services are not accepted. If these are not accepted, ICY group b.v., Ablestar b.v. and Craftmore b.v. must replace or adjust the Services within a reasonable period. If the Client does not accept the Services again, the parties will go through the acceptance procedure again. This procedure will be repeated each time if the Client

substantiates again during the renewed acceptance test why the Services are not accepted.

- 4.7 The risk of loss, theft, embezzlement or damage of items, products, information/data, documents or programs that are created or used in the context of the execution of the Agreement, is transferred to the Client at the moment that these are placed in the actual possession of the Client or an assistant of the Client.

5. Prices and payment conditions

- 5.1 All prices are exclusive of sales tax (VAT) and other levies imposed by the government.
- 5.2 Unless expressly agreed otherwise, price indications, estimates, budgets and/or preliminary calculations of ICY group b.v., Ablestar b.v. and Craftmore b.v. are only indicative and no rights or expectations can be derived from them. Only if the parties have agreed to this, ICY group b.v., Ablestar b.v. and Craftmore b.v. are obliged to inform the Client when a preliminary calculation or budget is exceeded.
- 5.3 The parties will record in the Agreement the date or dates on which ICY group b.v., Ablestar b.v. and Craftmore b.v. will charge the fee for Services to the Client. Invoices will be paid by the Client in accordance with the payment conditions stated on the invoice. In the absence of a specific arrangement, the Client will pay within fourteen (14) days after the invoice date.
- 5.4 If the Client fails to pay the amounts due on time, the Client shall owe statutory interest on the outstanding amount, without any notice of default or reminder being required. If the Client fails to pay the claim after a notice of default or reminder, ICY group b.v., Ablestar b.v. and Craftmore b.v. may transfer the claim, in which case the Client shall be obliged to pay all judicial and extrajudicial costs, including costs for external experts, in addition to the total amount due.
- 5.5 ICY group b.v., Ablestar b.v. and Craftmore b.v. has the right to retain Services that are still under ICY group b.v., Ablestar b.v. and Craftmore b.v. if the Client does not meet its payment obligation, until the Client has met its payment obligation, regardless of whether the payment arrears relate to the Services that ICY group b.v., Ablestar b.v. and Craftmore b.v. still holds.
- 5.6 ICY group b.v., Ablestar b.v. and Craftmore b.v. are entitled to increase the prices for their Services annually, effective 1 January, during the term of an Agreement, in accordance with the price index figure for the previous calendar year, as published by the CBS (Consumer Price Index “All Households”).
- ICY group b.v., Ablestar b.v. and Craftmore b.v. are entitled to implement the cost increase at a later date if they deem this desirable from an administrative point of view.

- 5.7 Comments or complaints about invoices, notes and statements sent must be made known in writing within fourteen (14) days after receipt of the relevant invoice, note or statement, failing which they will be deemed accepted. Such complaints do not suspend the obligation to pay.
- 5.8 ICY group b.v., Ablestar b.v. and Craftmore b.v. are entitled to invoice the Client in the interim and/or on the basis of advances, to offset or to request security for compliance by the Client.
- The Client agrees to electronic invoicing by ICY group b.v., Ablestar b.v. and Craftmore b.v.

6. Change of the assignment or additional work

- 6.1 The Client accepts that the time schedule of the Agreement may be affected if the scope of the Agreement is expanded and/or changed in the interim. If the interim change affects the agreed fee, ICY group b.v., Ablestar b.v. and Craftmore b.v. will inform the Client of this as soon as possible.
- 6.2 If, on the basis of a change to the Agreement as a result of additional requests or wishes from the Client, ICY group b.v., Ablestar b.v. and Craftmore b.v. have to perform additional work (additional work), this work will be charged to the Client on a post-calculation basis using the rates customary at that time, unless expressly agreed otherwise in writing.
- 6.3 ICY group b.v., Ablestar b.v. and Craftmore b.v. are entitled to perform this additional work without (prior) written permission from the Client, insofar as the costs associated with this additional work do not exceed ten percent (10%) of the originally agreed total fee.
- 6.4 If the costs for additional work exceed ten percent (10%), ICY group b.v., Ablestar b.v. and Craftmore b.v. will inform the Client thereof. The parties will then discuss the measures to be taken in mutual consultation.

7. Client Obligations

- 7.1 Client shall ensure that all data and/or information that ICY group b.v., Ablestar b.v. and Craftmore b.v. indicate is necessary or that Client should reasonably understand is necessary for the performance of the Agreement, including information regarding legislation and regulations that ICY group b.v., Ablestar b.v. and Craftmore b.v. must observe that are specific to the Client's industry, are provided to ICY group b.v., Ablestar b.v. and Craftmore b.v. in a timely manner and shall provide all cooperation requested by ICY group b.v., Ablestar b.v. and Craftmore b.v. Quotations and offers from ICY group b.v., Ablestar b.v.

and Craftmore b.v. as well as the Agreement concluded thereafter are based on the information provided by Client.

- 7.2 If data required for the performance of the Agreement is not provided to ICY group b.v., Ablestar b.v. in a timely manner, and Craftmore b.v., ICY group b.v., Ablestar b.v. and Craftmore b.v. have the right to suspend the execution of the Agreement and/or charge the additional costs resulting from the delay to the Client at the then applicable customary rates.
- 7.3 To the extent that ICY group b.v., Ablestar b.v. and Craftmore b.v. provide user names and/or passwords within the framework of the Agreement, the Client is responsible for these user names and/or passwords and is fully and independently liable for any misuse of the user names and passwords, unless such misuse is the result of intent or gross negligence on the part of ICY group b.v., Ablestar b.v. and Craftmore b.v..
- 7.4 To the extent that ICY group b.v., Ablestar b.v. and Craftmore b.v. provide user names and/or passwords within the framework of the Agreement, the Client is prohibited from providing these user names and/or passwords to third parties without the permission of ICY group b.v., Ablestar b.v. and Craftmore b.v. (Interim) termination and its consequences.

8. (Interim) termination and its consequences

- 8.1 An Agreement shall commence on the date as described in article 3 for the period as agreed in writing between the Parties and shall end by operation of law on the date agreed between the Parties or at the time that the provision of the Services has been completed.
- 8.2 Unless expressly agreed otherwise, the Parties may not terminate the Agreement prematurely.
- 8.3 Each Party shall be entitled to terminate the Agreement in whole or in part in the event of bankruptcy or suspension of payment of the other Party, as well as in the event of the closure or liquidation of the company of the other Party other than for the purpose of reconstruction or merger of companies, or if the decisive control over the company of the other Party changes.
- 8.4 Termination of the Agreement on the grounds of attributable failure is only permitted after a written notice of default that is as detailed as possible, in which a reasonable period is set for remedying the failure, unless otherwise provided in these Conditions or otherwise prescribed by law.
- 8.5 In the event of termination of the Agreement, no undoing will take place of that which ICY group b.v., Ablestar b.v. or Craftmore b.v. has already delivered and/or performed and the associated payment obligation, unless the Client proves that ICY group b.v., Ablestar b.v. or Craftmore b.v. is in default with respect to the essential part of those services.

Amounts that ICY group b.v., Ablestar b.v. or Craftmore b.v. has invoiced prior to the termination in connection with that which ICY group b.v., Ablestar b.v. or Craftmore b.v. has already properly performed or delivered in execution of the Agreement, remain payable in full, subject to the provisions of the previous sentence, and will become immediately due and payable at the time of termination.

- 8.6 In the event of termination of the Agreement, all rights granted to the Client will lapse. The Client will no longer be entitled to use the Service.
- 8.7 Articles that by their nature are intended to remain applicable after the end of the Agreement shall remain in full force after termination of the Agreement.

9. IP Rights

- 9.1 Unless otherwise provided in the Agreement, all IP Rights that rest on all Services provided under the Agreement as well as on all other materials or information made available by ICY group b.v., Ablestar b.v. and Craftmore b.v., shall rest exclusively with ICY group b.v., Ablestar b.v. and Craftmore b.v. and/or its licensors.
- 9.2 Nothing in these Conditions and/or the Agreement implies a transfer of IP Rights. The Client shall only obtain the non-exclusive and non-transferable right to use the Services for the purposes and under the conditions specified in the Agreement. Unless otherwise provided in writing, the granted right of use shall only apply to the Netherlands.
- 9.3 The Client is not permitted to remove or change any indication regarding IP Rights from the results of Services.
- 9.4 ICY group b.v., Ablestar b.v. and Craftmore b.v. expressly do not waive their personal rights as referred to in article 25 of the Copyright Act.
- 9.5 ICY group b.v., Ablestar b.v. and Craftmore b.v. are permitted to use the Services and the materials used for the performance of the Agreement, such as designs, drawings, films, software, (electronic) files, reports, formats and interviews, for their own promotion and/or publicity, unless otherwise specified in the Agreement.
- 9.6 ICY group b.v., Ablestar b.v. and Craftmore b.v. reserve the right to implement technical protection measures in the Services. The Client is not permitted to circumvent these technical protection measures or to offer means for that purpose.
- 9.7 ICY group b.v., Ablestar b.v. and Craftmore b.v. indemnifies the Client against legal claims from third parties based on the allegation that ICY group b.v., Ablestar b.v. and Craftmore b.v. have eleven developed (parts of) the Services infringe any IP Right applicable in the Netherlands, on the condition that the Client immediately informs ICY group b.v., Ablestar b.v. and Craftmore b.v. in writing of the existence and content of the legal action and leaves the handling of the case, including any settlements, entirely to ICY

group b.v., Ablestar b.v. and Craftmore b.v.. The Client will grant the necessary powers of attorney, information and cooperation to ICY group b.v., Ablestar b.v. and Craftmore b.v. to defend themselves, if necessary in the name of the Client, against these legal actions.

- 9.8 The above-mentioned obligation to indemnify shall lapse if the alleged infringement is related to:

  (i) materials made available by the Client to ICY group b.v., Ablestar b.v. and Craftmore b.v.; and/or

  (ii) changes that the Client has made or had made to the Service.

- 9.9 If it is irrevocably established in court that the Services developed by ICY group b.v., Ablestar b.v. and Craftmore b.v. themselves infringe any IP Right belonging to a third party or if in the opinion of ICY group b.v., Ablestar b.v. and Craftmore b.v. there is a reasonable chance that such an infringement will occur, ICY group b.v., Ablestar b.v. and Craftmore b.v. will, if possible, ensure that the Client can continue to use the Service (or something functionally equivalent) without interruption. If ICY group b.v., Ablestar b.v. and Craftmore b.v., in its sole opinion, cannot or cannot otherwise ensure in a manner that is (financially) unreasonably burdensome for it that the Client can continue to use the Service provided without interruption, ICY group b.v., Ablestar b.v. and Craftmore b.v. take back the delivered goods against crediting of the acquisition costs minus a reasonable usage fee. Any other or further liability or indemnity obligation of ICY group b.v., Ablestar b.v. and Craftmore b.v. due to infringement of IP rights of a third party is completely excluded.

10. Privacy

- 10.1 If in the context of the performance of the Services by ICY group b.v., Ablestar b.v. and Craftmore b.v. Personal Data of customers of the Client must be processed, ICY group b.v., Ablestar b.v. and Craftmore b.v. must be regarded as “processor” within the meaning of the Personal Data Protection Act and the General Data Protection Regulation and the Client as “controller”.
- 10.2 Client and ICY group b.v., Ablestar b.v. and Craftmore b.v. enter into a processing agreement in accordance with article 28 paragraph 3 General Data Protection Regulation, in which the processing of Personal Data by ICY group b.v., Ablestar b.v. and Craftmore b.v. is regulated in accordance with relevant regulations.

11. Confidentiality

- 11.1 The parties shall treat all information they obtain from each other in whatever form - written, oral, electronic or tangible -, including - but not limited to - software, (source) code,

programs, applications, customer data, know-how, technical specifications, documentation ("Confidential Information") as strictly confidential and keep secret.

- 11.2 The parties shall only use the Confidential Information for the purposes for which it was provided and they shall observe at least the same duty of care and guarantee that apply to their own internal confidential information. The parties shall only provide the Confidential Information to employees to the extent necessary in the context of the (performance of the) Agreement.
- 11.3 The obligations to maintain confidentiality of the Confidential Information shall not apply to the extent that the Party receiving the information can demonstrate that the information in question:
    i) was already known to it at the time of receipt;
    ii) was already publicly known at the time of receipt;
    iii) became publicly known after receipt without this being attributable to the receiving Party;
    iv) was lawfully received from a third party together with the right to disclose it free of any obligation of confidentiality;
    v) must be disclosed pursuant to law or regulation or pursuant to a court order and the disclosing Party has informed the other Party of such mandatory disclosure;
    vi) was disclosed with the consent of the disclosing Party.
- 11.4 Each of the Parties shall, during the term of the Agreement and for 1 (one) year after its termination, only employ or otherwise, directly or indirectly, have employees of the other party who are or have been involved in the performance of the Agreement, with the prior consent of the other Party.

12. Liability

- 12.1 The liability of ICY group b.v., Ablestar b.v. and Craftmore b.v. due to attributable failure to comply with in its obligations and/or on account of unlawful act is limited to the compensation of direct damage suffered by the Client up to a maximum of the amount that is paid out in the relevant case by the insurance of ICY group b.v., Ablestar b.v. and Craftmore b.v., or up to a maximum of the amount of the agreed compensation for the performance of the Agreement, whereby in the case of long-term agreements the agreed compensation will apply for one year.
- 12.2 Direct damage is understood to mean exclusively:
    i) reasonable costs that the Client would have to incur to have the performance of ICY group b.v., Ablestar b.v. and Craftmore b.v. comply with the Agreement;

however, this replacement damage will not be compensated if the Agreement is terminated by or at the request of the Client;
ii) reasonable costs that the Client has incurred for the forced longer operation of its old system or systems and related facilities because ICY group b.v., Ablestar b.v. and Craftmore b.v. has not delivered on a final delivery date binding on him, reduced by any savings resulting from the delayed delivery;
iii) reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of this Agreement;
iiii) reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to a limitation of direct damage within the meaning of this Agreement.

- 12.3 Any liability of ICY group b.v., Ablestar b.v. and Craftmore b.v. for other than direct damage ("indirect damage"), including - but not limited to - consequential damage, loss and/or damage to data, loss of profit and loss of turnover, is excluded.
- 12.4 The limitations mentioned in the previous paragraphs of this article shall lapse if and insofar as the damage is the result of intent or deliberate recklessness of ICY group b.v., Ablestar b.v. and Craftmore b.v. or their managers ("own actions").
- 12.5 The liability of ICY group b.v., Ablestar b.v. and Craftmore b.v. for attributable failure to comply with an Agreement shall in all cases only arise if the Client immediately and properly notifies ICY group b.v., Ablestar b.v. and Craftmore b.v. in writing of default, whereby a reasonable period is set for remedying the attributable failure, and ICY group b.v., Ablestar b.v. and Craftmore b.v. continues to fail to comply with its obligations after that period, except in the event of a permanent attributable failure.
- 12.6 The notice of default must contain a description of the failure that is as complete and detailed as possible, so that ICY group b.v., Ablestar b.v. and Craftmore b.v. is able to respond adequately. The condition for the creation of any right to compensation is always that the Client reports the damage in writing to ICY group b.v., Ablestar b.v. or Craftmore b.v. as soon as possible after it has occurred. Any claim for compensation against ICY group b.v., Ablestar b.v. and Craftmore b.v. expires by the mere passage of twelve (12) months after the claim has arisen.
- 12.7 The use of the Services by the Client is entirely at the Client's own risk and responsibility. ICY group b.v., Ablestar b.v. and Craftmore b.v. accept no liability for the use that the Client makes of the Services. The Client indemnifies ICY group b.v., Ablestar b.v. and Craftmore b.v. against any claims by third parties arising from the use of the Services by the Client.

13. Force Majeure

- 13.1 There is no question of an attributable shortcoming in the performance of the Agreement by the Parties in the event of force majeure.
- 13.2 Force majeure includes, but is not limited to, interruptions of the supply of electricity, strikes, riots, war, government measures, fire, natural disasters, floods, shortcomings of suppliers of the Parties, shortcomings of third parties engaged by the Parties, disruptions in internet connections, hardware failures, disruptions in (telecommunications) networks and other unforeseen circumstances.
- 13.3If the force majeure continues for at least thirty (30) days, the Parties are entitled to terminate the Agreement, without being obliged to pay any compensation for any damage, undoing or compensation in respect of this termination.
- 13.4 If ICY group b.v., Ablestar b.v. and Craftmore b.v. can still perform partially at the time of the force majeure, or has performed, they are entitled to perform this performance and invoice it separately, as if it concerned a separate Agreement.

14. Transfer of rights and obligations

- 14.1 The rights and obligations under the Agreement may only be (sub)licensed and/or transferred by the Parties to third parties, if and the other party agrees to this in writing.

15. Settlement and mediation

- 15.1 If a dispute between the Parties cannot be resolved satisfactorily, the dispute will be submitted to authorized representatives of the Parties to explore the possibilities of a settlement, or to an independent mediator for mediation, before submitting it to the court.

16. Applicable law and competent court

- 16.1 These General Terms and Conditions are exclusively governed by Dutch law.
- 16.2 The applicability of the Vienna Sales Convention is excluded.
- 16.3 Any disputes that arise between ICY group b.v., Ablestar b.v. and Craftmore b.v. and the Client in the context of or in connection with this Agreement will be submitted exclusively to the competent court in the district of Utrecht.