

# General Terms and Conditions

## GOcontroll dated [26 September 2023]

### I. GENERAL

#### 1. Definitions

- 1.1. Agreement: agreement for the supply of Products, Software and/or Services by GOcontroll to the Client.
- 1.2. Client: the legal or natural person with whom GOcontroll has entered into an Agreement.
- 1.3. Data: data, including, but not limited to, computer data, performance data and log messages, generated and/or processed by Products and/or Software (if any).
- 1.4. Defect: the substantial non-compliance of a Product, Software and/or Service with the agreed Functional Specifications.
- 1.5. Development: the development by GOcontroll of a new Product and/or Software based on the specific requirements and/or wishes of a Client.
- 1.6. Documentation: any (user) manuals and instructions provided by GOcontroll with respect to the Products, Software and Services.
- 1.7. Functional Specifications: the specifications to be met by the Products, Software and/or Services to be delivered, as laid down in the Quotation. If no Functional Specifications are laid down in the Quotation, the specifications from the Documentation shall apply.
- 1.8. General Terms and Conditions: these general terms and conditions, consisting of the "general" chapter and the other applicable chapters.
- 1.9. GOcontroll: GOcontroll B.V., having its registered office at Hogenkamp 20, 7071 EC in Ulf, the Netherlands; registered with the Dutch Chamber of Commerce under number: 88866645.
- 1.10. Implementation: the set of actions necessary for the commission (put into service) of Products and/or Software in the organization of the Client.
- 1.11. Installation: the placement of the relevant Products and/or Software on equipment of the Client by GOcontroll.
- 1.12. In Writing: by letter, e-mail or fax.
- 1.13. Quotation: the offer In Writing by GOcontroll for the supply of Products, Software and/or Services to the Client.
- 1.14. Party: the Client or GOcontroll.
- 1.15. Products: the products specified in the Agreement to be sold to the Client by GOcontroll.
- 1.16. Services: the services specified in the Agreement to be provided by GOcontroll, which can include any Development, Implementation, Installation and Support.
- 1.17. SLA: the Service Level Agreement to be concluded between GOcontroll and the Client, if any, containing further agreements on Support.
- 1.18. Software: all software to be provided by GOcontroll.
- 1.19. Support: the provision by GOcontroll to the Client of user support, maintenance of the Products, the Software and/or other support services, all as further described in the SLA.

#### 2. Applicability

- 2.1. Chapter I ("General") of these General Terms and Conditions shall apply to all Quotations and Agreements whereby GOcontroll provides Products, Software and/or Services to the Client. In addition, the provisions of the other, more specific, chapters of these General Terms and Conditions shall apply when GOcontroll provides the relevant Products and Services described in those chapters to the Client.
- 2.2. In case of any inconsistency between chapter I ("General") and the more specific chapters, the more specific chapters shall prevail. In case of contradiction between the following documents among themselves, the order of precedence shall be as follows: (1) Further agreements confirmed In Writing; (2) Agreement; (3) General Terms and Conditions (more specific takes precedence over general).
- 2.3. Deviations and additions to these General Terms and Conditions, Quotations and/or Agreements - including oral agreements - shall only be valid if confirmed In Writing by GOcontroll.
- 2.4. The applicability of any purchase or other conditions of the Client is expressly rejected.
- 2.5. If any provision of these General Terms and Conditions or the Agreement is null and void or destroyed or otherwise invalid or inapplicable, the remaining provisions of these General Terms and

Conditions and/or the Agreement shall remain in full force and effect. Parties will in that case consult to agree on new provisions to replace the invalid provisions, taking into account as much as possible the purpose and intent of the invalid provisions.

- 2.6. GOcontroll shall be entitled to amend or supplement the General Terms and Conditions. GOcontroll shall notify the Client at least one (1) month before the amendments become effective and provide a version of the new General Terms and Conditions. If the Client does not accept a change in these Terms and Conditions, the Client may, until the date the new Terms and Conditions become effective, terminate the Agreement for convenience (Dutch: *opzeggen*) by giving notice by that date.

#### 3. Conclusion of Agreement

- 3.1. All Quotations, as well as the prices, fees and terms quoted by GOcontroll, shall always be without obligation and may be revoked by GOcontroll unless expressly stated otherwise.
- 3.2. The Agreement shall come into effect upon the unaltered acceptance of the Quotation by the Client In Writing. If the Client requests changes, GOcontroll shall issue a new Quotation.
- 3.3. The Client warrants the accuracy and completeness of the information provided by or on behalf of the Client to GOcontroll on which GOcontroll bases its Quotation.
- 3.4. Subject to evidence to the contrary by the Client, GOcontroll's accounts and records shall be conclusive and binding as to the existence, contents and performance of the Agreement and the Client's obligations. Such accounts and records shall serve as evidence of the content and performance of the Agreement.

#### 4. Execution of Agreement

- 4.1. The Products and Software supplied by GOcontroll are used for a variety of applications and are therefore not tested for suitability for use for specific purposes. The Client acknowledges that GOcontroll does not warrant that the Products and Software are suitable for specific purposes, nor that they will function at all times without limitations, interruptions, Defects or failures.
- 4.2. All Products, Software and Services provided by GOcontroll shall be delivered or performed on the basis of an obligation of best efforts (Dutch: *inspanningsverbintenis*), unless otherwise expressly agreed In Writing in the Agreement.
- 4.3. GOcontroll reserves the right, without this giving rise to compensation to the Client, to make such changes or improvements in the Products, Software or Services as well as in the Documentation and procedures as GOcontroll may deem useful or necessary. The Client undertakes to accept such improvements and changes, and will follow GOcontroll's instructions regarding their implementation when such change(s) are related to changes in relevant laws, regulations or other requirements issued by competent authorities.
- 4.4. All (delivery) periods stated by GOcontroll are approximate and are determined on the basis of the data and circumstances known to GOcontroll at the time of entering into the Agreement. Exceeding any (delivery) date shall not result in default by GOcontroll.
- 4.5. During the term of the Agreement and the following period of twelve (12) months, the Parties shall not (attempt to) take over from each other any personnel, representatives or other persons involved and shall not offer any work, unless the Parties have contacted each other in this respect and the other Party has given its express consent In Writing.

#### 5. Obligations of Client

- 5.1. Where appropriate, GOcontroll shall deliver to Client a partial Product or a Product that requires further programming or configuration. If such further work has not been agreed as Services in the Agreement, Client shall be responsible for the performance of such work. Such work shall be performed at the Client's own risk.
- 5.2. At the Client's request, GOcontroll, or any third party engaged by GOcontroll, shall advise on the Products, Software and Services such as, but not limited to, their composition, Implementation or Installation, operation or manufacture. GOcontroll shall make every effort to provide the Client with the requested advice, but cannot provide advice in all cases. Advice provided is always based on data provided by the Client. The Client therefore warrants the accuracy and completeness of the data provided by or on behalf of the Client to GOcontroll on which advice is based.

- 5.3. The Client shall render all necessary co-operation to GOcontrol for the performance of the Agreement by GOcontrol, including granting access to the Client's sites for the purpose of performing Support, Installation and/or Implementation and providing all information required for the performance of the Agreement by GOcontrol upon GOcontrol's first request.
- 5.4. If several (legal) persons or companies are referred to as Client, or the Agreement is entered into by several Clients jointly, they are jointly and severally liable and obliged to fulfill all obligations on the part of the Client under the Agreement and these General Terms and Conditions.
- 5.5. GOcontrol shall be entitled to use the Client's (trade) name - including logo, project executed and any other features to designate such Client - for advertising and/or reference purposes.

## 6. Fees and payment

- 6.1. The fees payable by the Client to GOcontrol for the Products, Software and Services to be delivered are stated in the Agreement. The prices stated are in euros (€) and are exclusive of VAT and other government levies, unless otherwise agreed.
- 6.2. GOcontrol reserves the right to index its rates and fees annually per January 1st in accordance with the price index figure for class "J Information and communication" (klasse "J Informatie en communicatie") as included in the table "Service prices; commercial services and transport index (2010=100)" ("Dienstenprijzen; commerciële dienstverlening en transport index (2010=100)") published by the Dutch Central Bureau for Statistics (CBS). In addition, GOcontrol shall at all times be entitled to pass on demonstrable price increases of suppliers of GOcontrol to the Client.
- 6.3. The Agreement may include a payment schedule, according to which schedule GOcontrol shall invoice the agreed fees. Client shall pay invoices it receives from GOcontrol within thirty (30) days after receipt of the relevant invoice. If Client disputes an invoice, it must notify GOcontrol In Writing within five (5) business days at the latest, stating its reasons.
- 6.4. If an invoice is not paid in time, the Client shall owe statutory commercial interest (pursuant to section 6:119a *Burgerlijk Wetboek* (Dutch Civil Code) from the due date of the invoice, without further notice of default, until the date of payment in full, all this without prejudice to GOcontrol's other rights, including but not limited to GOcontrol's right to immediately suspend its obligations in whole or in part. All possible costs, both judicial and extra-judicial, incurred by GOcontrol to enforce compliance with the (payment) obligations of the Client shall be borne by the Client. The extrajudicial costs are hereby set at 15% of the invoice amount, with a minimum of €250.
- 6.5. The Client is not entitled to deduct any amount from the amount owed by it or to set off the amount owed by it against any counterclaim which it has or believes it has against GOcontrol. The Client is also not entitled to suspend its payment obligations.

## 7. Warranties

- 7.1. GOcontrol shall use its best efforts to repair any Defects in the Products or Software free of charge within a reasonable period of time if reported to GOcontrol in detail within three (3) months after delivery. If, in the reasonable opinion of GOcontrol, repair is not possible, will take too long or will involve disproportionately high costs, GOcontrol shall be entitled to replace the Products free of charge with other, similar, but not necessarily identical, Products. This obligation shall lapse if the Defects are wholly or partly the result of incorrect, careless or incompetent use, external causes such as fire or water damage, or if the Client makes or causes changes to be made to the Equipment or its components without GOcontrol's consent.
- 7.2. Work and costs of repair outside the scope of this warranty shall be charged by GOcontrol in accordance with its usual rates.
- 7.3. GOcontrol shall have no obligation to repair Defects reported after the expiration of the warranty period referred to in article 7.1, unless Support has been agreed between the Parties which includes such obligation of repair.
- 7.4. If, in the sole opinion of GOcontrol, a Defect is the result of injudicious use of the Product by the Client or a third party or of other causes not attributable to GOcontrol, the Client shall not be entitled to repair or restoration free of charge.
- 7.5. All repair and restoration work performed by GOcontrol - whether free of charge or paid - shall be performed to the best of its ability.

However, GOcontrol cannot guarantee that a Defect will or can actually be remedied in all cases.

## 8. Liability

GOcontrol's total liability for damage suffered by the Client due to the failure of GOcontrol, or a person for whom it is liable under the law, to perform an Agreement or for any other reason shall be limited to compensation of direct damage up to the amount of € 3.500,-. Direct damage is exclusively understood to mean:

- a. reasonable costs which the Client would have to incur to have the performance of GOcontrol comply with the Agreement; however, such substitute damage shall not be compensated if the Agreement is terminated for cause (Dutch: *ontbinden*) by or at the suit of the Client.
  - b. reasonable costs incurred by the Client for keeping its old system or systems and related facilities operational for an extended period of time as a result of GOcontrol's failure to deliver on a final delivery date binding to it, less any savings resulting from the delayed delivery;
  - c. reasonable costs incurred in determining the cause and extent of the damage, to the extent that the determination relates to direct damage within the meaning of these General Terms and Conditions;
  - d. reasonable costs incurred to prevent or limit the damage, insofar as Client demonstrates that these costs have resulted in limitation of direct damage in the sense of these General Terms and Conditions.
- 8.2. GOcontrol's liability for indirect damage is excluded. Indirect damage shall be understood to mean consequential damage, loss of profit, lost savings, reduced goodwill, damage due to business interruption, damage as a result of claims of customers of the Client, mutilation or loss of data and all forms of damage other than mentioned in article 8.1 for whatever reason.
  - 8.3. The liability of GOcontrol due to an attributable shortcoming of GOcontrol shall only arise if the Client gives GOcontrol immediate and proper notice of default In Writing, whereby a reasonable term for remedy of the relevant shortcoming is given and GOcontrol continues to fail imputably even after such term. The notice of default must contain as complete and detailed a description of the failure as possible, in order to enable GOcontrol to respond adequately.
  - 8.4. A condition for the existence of any right to damages shall always be that the Client reports the damage to GOcontrol as soon as possible but not later than twelve (12) months after its occurrence.

## 9. Force Majeure

- 9.1. To the extent not already arising from the law, GOcontrol shall not be liable for any damage, nor obliged to perform any obligation, if the damage or non-performance is the result of circumstances beyond GOcontrol's control, such as but not limited to: power failure, computer viruses, hacking, culpable failure of third parties or suppliers engaged by GOcontrol, boycotts, the outbreak of hostilities, riots and war, terrorist attacks, fire, explosions, floods, failure of machinery, actions of any domestic, foreign or international government or governmental body, actions of any regulatory body, as well as any other circumstances beyond GOcontrol's control.
- 9.2. If the period of force majeure lasts more than two months, or with certainty will last at least that long, each of the Parties shall be entitled to terminate the Agreement for convenience (Dutch: *opzeggen*) by giving notice, without any obligation to pay damages to the other Party. If a situation of force majeure occurs, the Party concerned shall immediately notify the other Party thereof In Writing, submitting the necessary evidence.

## 10. Intellectual property; right of use of Products, Software and Services.

- 10.1. All intellectual property rights relating to Products, Software and Documentation shall belong exclusively to GOcontrol or its suppliers. The Client acknowledges these rights and warrants that it shall refrain from any infringement thereof.
- 10.2. The Client shall only acquire a non-exclusive and non-transferable right of use with respect to the intellectual property rights vested in the Products and Software delivered by GOcontrol, unless otherwise agreed. If the Client resells the Products and Software delivered by GOcontrol as part of another product or system to third parties, the Client may sub-license the acquired right of use to such

third parties. Except for legal rights to that effect, any other use, such as exploitation and further development, is prohibited.

- 10.3. If it has been agreed that the Client may adapt or further develop the Products and Software for its own use, any intellectual property rights arising from those adaptations or further developments shall rest with the Client. The Client shall grant GOcontroll a free license to use the further development upon GOcontroll's first such request. However, intellectual property rights to the Products and Software shall always remain vested in GOcontroll.
- 10.4. If the Client may modify or further develop Products and Software in accordance with article 10.3, the Client shall do so at its own expense and risk. GOcontroll shall not be liable for any damage resulting from modifications or further development. The Client shall indemnify GOcontroll against any claim or demand of a third party that the adaptations or further developments infringe any right of such third party.
- 10.5. If it is irrevocably established in court that the Products and/or Software delivered by GOcontroll infringe any intellectual or industrial property right belonging to a third party, or if in the opinion of GOcontroll there is a reasonable chance that such infringement may occur, GOcontroll shall as much as possible ensure that the Client can continue to use undisturbed the delivered, or functionally equivalent, Products or Software, for example by adapting the infringing parts or by acquiring a right of use on behalf of the Client. If, in its sole judgment, GOcontroll cannot ensure, or cannot ensure otherwise than in a manner unreasonably burdensome (financially or otherwise) for it, that the Client can continue to use the delivered undisturbed, GOcontroll shall take back the delivered and credit the acquisition costs of the Client less a reasonable user fee. GOcontroll shall make its choice in this respect only after consultation with the Client.
- 10.6. Any other or further liability or indemnification obligation of GOcontroll due to infringement of intellectual property rights of a third party is excluded.

## 11. Secrecy

- 11.1. The Client shall be obliged to observe full confidentiality of all information of which it knows or should reasonably know that it is of a confidential nature. Confidential information shall in any event mean all data of GOcontroll or third parties engaged or designated by GOcontroll, including financial data, which become known to the Client pursuant to the performance of the Agreement and all data provided by GOcontroll to the Client in connection with the use of the Products and/or Services (such as access codes, passwords, etc.).
- 11.2. The Client shall agree with its staff members and/or third parties working for it, who may actually gain access to the data referred to in the paragraph above, the same duty of confidentiality and warrants to GOcontroll that its staff members and/or third parties shall comply therewith.
- 11.3. The Client shall be obliged to take appropriate technical and organizational security measures to protect (confidential) data of GOcontroll and third parties which it obtains in the context of the performance of the Agreement against loss or any form of unlawful processing.

## 12. Data

- 12.1. If the Products and/or Software are connected to a (computer) network, which network is connected to the Internet, GOcontroll is entitled to read out this Data remotely for its own purposes, for example, but not limited to, within the framework of Support or product improvement.
- 12.2. GOcontroll shall only use the Data it reads out for its own purposes and shall never share it with third parties, unless the Client In Writing has given its prior consent for the disclosure to third parties.
- 12.3. Data does not include personal data within the meaning of the General Data Protection Regulation. Should GOcontroll at any time process personal data as referred to in the General Data Protection Regulation, GOcontroll shall always do so in accordance with the laws and regulations applicable to the processing of personal data, including by entering into a data processing agreement.

## 13. Duration, termination and consequences of termination

- 13.1. If no term is specified in the Agreement and the Agreement by its nature does not terminate (*eindigt*) automatically by completion, the

Agreement shall have an initial term of one year from the commencement date.

- 13.2. Unless otherwise stipulated in the Agreement, the initial term of the Agreement shall be automatically extended by one year each time, unless the Agreement has been terminated in accordance with this article.
- 13.3. Termination for convenience (Dutch: *opzegging*) shall be effected In Writing and only by the end of the (extended) term of the Agreement and subject to a notice period of at least three (3) months. Premature and interim termination of the Agreement for Services is not possible.
- 13.4. GOcontroll is entitled, without being obliged to refund any sums already received or to pay damages, to terminate for convenience the Agreement (if it is by its nature not already terminated) In Writing in whole or in part with immediate effect without notice of default if:
  - a. with regard to the Client, suspension of payment is applied for or granted, provisional or otherwise;
  - b. with regard to the Client bankruptcy is applied for or the Client is declared bankrupt;
  - c. if the Client's company is wound up or terminated other than for the purpose of reconstruction or merger of companies.
- 13.5. If the Client terminates the Agreement for cause (Dutch: *ontbinding*) and has already received performances from GOcontroll under the Agreement, such performances and the related payment obligation shall not be subject to cancellation unless the Client proves that GOcontroll is in default with respect to such performances. Amounts invoiced by GOcontroll prior to the termination for cause in connection with what it has already properly performed or delivered in performing the Agreement shall remain due in full with due observance of the provisions of the preceding sentence and shall become immediately due and payable at the time of the termination for cause.
- 13.6. Upon termination in any manner (for cause, for convenience etc.) of the Agreement, those provisions of these General Terms and Conditions and of the Agreement which by their nature are intended to continue in effect after termination, shall remain in full force and effect

## 14. Other general provisions

- 14.1. The rights and obligations under the Agreement may not be transferred by the Client to a third party except with the prior consent In Writing of GOcontroll. GOcontroll may attach conditions to such consent.
- 14.2. All Agreements and obligations arising therefrom or related thereto shall be exclusively governed by Dutch law. The applicability of the Vienna Sales Convention 1980 (CISG) is expressly excluded.
- 14.3. All disputes arising from or related to the Agreement shall be submitted for exclusive settlement to the District Court at Arnhem, or, at the option of GOcontroll, to the competent court of the Client's domicile.

## II. SALE OF PRODUCTS

### 15. Applicability

- 15.1. The provisions of this chapter shall also apply if and insofar that it is agreed between the Client and GOcontroll that GOcontroll shall sell Products to the Client.

### 16. Purchase and sale, retention of title

- 16.1. GOcontroll shall sell and deliver to the Client the Products as stated in the Agreement. The Client shall bear the risk of selection of the Products purchased.
- 16.2. All Products delivered to the Client shall remain the property of GOcontroll until all agreed payments for the delivery of the Products, including interest and costs and other additional fees, have been paid to GOcontroll in full.

### 17. Delivery of Products

- 17.1. The transport and shipment of the Products to the Client shall be at the expense and risk of GOcontroll, unless such transport concerns an urgent delivery or a delivery outside standard business hours or is arranged by or on behalf of the Client. In such cases the transport shall be at the expense and risk of the Client.
- 17.2. The risk of damage, theft, destruction, etc. relating to the Products shall pass to Client upon receipt of the Products. If requested, Client shall sign for receipt of the Products.

- 17.3. GOcontrol reserves the right to execute orders to deliver Products in parts and to charge for such partial deliveries.

### III. DEVELOPMENT

#### 18. Applicability

- 18.1. The provisions of this chapter shall also apply if and insofar as GOcontrol develops or configures a specific Product or Software at the request of the Client.

#### 19. Specifications

- 19.1. Prior to or upon entering into the Agreement, the Client shall provide GOcontrol with the specifications on the basis of which GOcontrol shall Develop a specific Product or specific Software. If these specifications have not been provided, the Parties shall in consultation specify In Writing which Products or Software shall be Developed and in what manner the Development shall take place.
- 19.2. GOcontrol shall perform the Development of the Product and/or Software with due care on the basis of the data provided by the Client, for which data the Client warrants the accuracy and completeness.
- 19.3. GOcontrol shall be entitled to examine the accuracy and completeness of the data, specifications or designs provided within the scope of the Development and, if any imperfections are discovered, to suspend the agreed work until the Client has remedied the imperfections concerned.

#### 20. Intellectual Property Rights

- 20.1. The intellectual property rights pertaining to Products and/or Software developed specifically for a Client shall remain vested in GOcontrol. Article 10 General part shall apply accordingly to Products and/or Software developed specifically for a Client.
- 20.2. If expressly agreed, GOcontrol shall transfer to the Client the intellectual property rights pertaining to Products and/or Software developed specifically for a Client. The fee for the transfer of such intellectual property rights shall be deemed to be included in the Development Fee.
- 20.3. Upon transfer of the intellectual property rights, GOcontrol shall also make the source code, if any, of the Software concerned available to the Client.
- 20.4. In the event of transfer, the Client may never prohibit GOcontrol from (re)using the same or similar concepts, ideas, know-how, experiences, underlying principles and the like with one or more other Client(s).

### IV. INSTALLATION AND IMPLEMENTATION

#### 21. Applicability

- 21.1. The provisions of this chapter shall also apply if and insofar as it has been agreed between the Client and GOcontrol that GOcontrol shall Install and/or Implement Products or Software at the Client's premises.

#### 22. Installation Activities

- 22.1. Installation by GOcontrol shall only include the work as specified in the Agreement with respect to the specific Product or Service. GOcontrol strives to have the Installation take place at the time of delivery of the relevant Products and Services.
- 22.2. Other work performed by GOcontrol at the request of the Client or work performed in the context of Installation shall constitute additional work and shall be charged to the Client at the applicable hourly rates and on a post-calculation basis against the materials consumed.
- 22.3. Unless otherwise agreed, the costs for Installation shall be invoiced to Client separately.

#### 23. Installation Environment Requirements

- 23.1. The Client warrants that the environment in which the Product is to be Installed meets the requirements specified in the Agreement, the Documentation or other instructions In Writing of GOcontrol at the time of Installation.
- 23.2. If the environment in which the Product is to be Installed does not meet the requirements set by GOcontrol in advance and/or if the Client does not provide GOcontrol (or third parties engaged by GOcontrol) with access to the environment concerned, GOcontrol

shall be entitled to postpone the Installation and any costs already incurred and to be incurred by GOcontrol to complete the Installation shall be fully charged and invoiced to the Client.

#### 24. Implementation

- 24.1. Implementation by GOcontrol shall include only the work as specified in the Agreement with respect to the specific Product or Service.
- 24.2. Implementation shall be performed by GOcontrol in cooperation with Client in accordance with the arrangements made for that purpose in the Agreement or another document (plan of action or implementation plan).
- 24.3. The Client shall render all necessary co-operation to GOcontrol in this connection, including the timely provision of the information requested and required by GOcontrol and all other co-operation deemed necessary by GOcontrol.
- 24.4. If the commencement or progress of the work is delayed by factors for which the Client is responsible, the costs for GOcontrol resulting from that delay shall be compensated by the Client at the usual rates of GOcontrol.
- 24.5. Unless otherwise agreed, the costs for Implementation shall be invoiced to Client separately.

#### 25. Acceptance

- 25.1. If the Parties have agreed on an acceptance scheme, the Services will be considered accepted after the successful completion of that acceptance scheme.
- 25.2. If the Parties have not agreed on an acceptance scheme, the Services provided shall be considered accepted as soon as the Services have been performed and the Products and/or Software made available after completion of the Implementation shall be considered accepted as soon as the Client has put them into use, or - in the absence of (timely) putting into use - in any event after fourteen (14) days after the moment of delivery by GOcontrol have lapsed.
- 25.3. If it has been agreed that the Service shall be performed in stages, GOcontrol may suspend the performance of those parts belonging to a subsequent stage until the Client has approved In Writing the results of the preceding stage and has complied with the corresponding payment obligations. If GOcontrol has not received the said and required approval In Writing within thirty (30) calendar days, the performance of that part of the Service shall be deemed approved.

### V. SUPPORT

#### 26. Applicability

- 26.1. The provisions of this chapter shall (also) apply if and insofar as GOcontrol (and/or a third party on its behalf) provides Support for the Products and/or Software for the Client.

#### 27. Support

- 27.1. If agreed, GOcontrol shall provide Support with respect to the Products and Software specified in the Agreement. Support shall include the correction of Defects and, if agreed, the release of new versions in accordance with article 28.
- 27.2. Client shall report detected Defects in detail. After receipt of the report, GOcontrol shall use its best efforts in accordance with its usual procedures to remedy Defects and/or make improvements in subsequent new versions of Products and/or Software. Depending on the urgency and the version and release policy of GOcontrol, the results shall be made available to the Client in the manner and on the term to be determined by GOcontrol. GOcontrol is entitled to use temporary solutions.
- 27.3. The Client shall render all cooperation that GOcontrol deems necessary for Support, including temporarily discontinuing the use of Products and/or Software.
- 27.4. If Support is provided remotely, the Client shall provide a proper infrastructure and network facilities.
- 27.5. Further specific and concrete agreements regarding Support are made in the SLA.
- 27.6. If Client has not entered into an SLA with GOcontrol at the same time as entering into the Agreement, GOcontrol cannot be obliged to enter into an SLA at a later time.

## **28. New versions**

- 28.1. If agreed in the SLA, GOcontrol shall make available new versions of the Software necessary for its Products. GOcontrol reserves the right to charge for the provision of new versions. The provision of new versions of the Software shall be at GOcontrol's discretion.
- 28.2. GOcontrol is entitled, where possible, to automatically install the relevant updated Software on the Products. Three months after a new version has been made available, GOcontrol shall no longer be obliged to remedy any Defects in the old version and to provide Support with respect to an old version.

## **29. User Support**

- 29.1. If GOcontrol's services under the SLA include user support, GOcontrol shall advise the Client by telephone or e-mail regarding the use of the Products and/or Software. GOcontrol may impose conditions on the qualifications and number of persons eligible for user support. GOcontrol does not guarantee the accuracy, completeness or timeliness of responses or user support provided. User support shall be provided on business days during GOcontrol's normal business hours.

## **30. Obligations of the Client**

- 30.1. The Client is obliged to provide GOcontrol with detailed information regarding its questions or problems submitted to GOcontrol.
- 30.2. The Client is obliged to cooperate in the actions necessary to remedy the reported problems. Any resulting costs incurred by the Client or third parties shall not be reimbursed by GOcontrol.
- 30.3. The Client shall provide GOcontrol with sufficient opportunity to make improvements to the Products and/or Software or to perform any repair or maintenance work which in the opinion of GOcontrol is necessary or desirable. During such repair or maintenance work the Client shall make the relevant Products and/or Software available to GOcontrol. If required, the Client shall provide GOcontrol (or a third party engaged by GOcontrol) with access to its premises in order to remedy a Defect.

## **31. Term and Costs**

- 31.1. If Support is agreed upon, the Agreement and/or the SLA will specify the term of such Support. Article 13 General Part applies accordingly. The Client shall pay a monthly amount to be determined for this Support.
- 31.2. If, in deviation of article 31.1, no term or monthly amount has been agreed, the Client shall owe a fee for Support based on the then customary rates for Support Work of GOcontrol, which shall be charged by GOcontrol on the basis of subsequent calculation.
- 31.3. GOcontrol is entitled to charge higher rates for Support outside business hours than for Support during business hours.
- 31.4. All (consumable) materials consumed or supplied to the Client in the context of Support shall be charged to the Client separately.