

General Terms and Conditions of Routerstudio B.V.
Version 01.06.2007

1 DEFINITIONS

In these General Conditions:

“**Agreement**” means any agreement entered into between Routerstudio B.V. and the Client, including – but not limited to – any agreement for the sale and transfer of Products and services;

“**Client**” means any person or legal entity which enters into an Agreement with Routerstudio B.V., accepts or negotiates about the purchase or acceptance of any Products or services from Routerstudio B.V. or, other than as supplier or employee of Routerstudio B.V., performs any other legal act with Routerstudio B.V.;

“**Confirmation**” means any written confirmation sent or provided by or on behalf of Routerstudio B.V. containing the acceptance of an offer from the Client to purchase any Products or services from Routerstudio B.V.;

“**General Conditions**” means these general terms and conditions of Routerstudio B.V.;

“**Party**” means either Routerstudio B.V. or the Client;

“**Product**” means any hardware product, software product, component of a hardware or software product or license to use a software product, delivered by Routerstudio B.V.;

“**Routerstudio B.V.**” is a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) having its corporate seat in Maarssen, the Netherlands and registered with the Chamber of Commerce and Industries (*Kamer van Koophandel*) of Utrecht, the Netherlands, under number 30217846;

“**Website**” refers to any website of Routerstudio B.V.

2 APPLICABILITY

2.1 Unless agreed otherwise in writing, these General Conditions are applicable to all Agreements, deliveries, services, offers and all (other) legal acts between Routerstudio B.V. and the Client, even if these legal acts do not result in the entry into an Agreement.

2.2 These General Conditions are also applicable to the use of and all visits to the Website, as well as to all information, recommendations and services provided on or through the Website.

2.3 Unless agreed otherwise in writing, no other general conditions, including – but not limited to – any purchase conditions of Clients, are applicable to any legal acts between Routerstudio B.V. and the Client.

2.4 Unless agreed otherwise in writing, these General Conditions shall continue to apply to the relationship between Routerstudio B.V. and the Client after the termination of an Agreement.

3 COMMUNICATION

3.1 Unless indicated otherwise by Routerstudio B.V., any communication between Routerstudio B.V. and the Client may take place electronically and any electronically sent mails are considered as written documents.

3.2 Any copies of e-mail correspondence and of information on the Website stored by Routerstudio B.V. serve as evidence of such correspondence or information, without prejudice to the Client's right to furnish counter-proof.

3.3 Electronically sent mails are assumed to be received on the same date as on which they were sent, without prejudice to right of the receiver of such mails to furnish counter-proof.

4 AGREEMENTS

4.1 All verbal or written statements made by or on behalf of Routerstudio B.V., either or not on the Website, with respect to the delivery of Products or services are to be considered as an invitation to make an offer and are only valid for one month.

4.2 Any Agreement will only be concluded after the express acceptance by or on behalf of Routerstudio B.V., in the form of a Confirmation to the Client, or from the fact that Routerstudio B.V. executes an Agreement. A Confirmation may be sent electronically (e.g., via the Website or by e-mail), by post or by fax.

4.3 An Agreement shall come into force on the date specified in the Confirmation or, if no Confirmation is being sent, the date specified in any other evidence of the Agreement.

4.4 An Agreement that has been concluded for a fixed period of time cannot be terminated prematurely, unless agreed otherwise in writing. Unless at least one Party has notified the other Party of its wish to terminate the Agreement by sending a written notice to that effect in accordance with paragraph 4.7 at least two months before the end of the fixed period, any Agreements entered into for a fixed period, including – but not limited to – any license agreements or service contracts, will be extended automatically with the same fixed period, without written notice.

4.5 Each Party may terminate an Agreement that has been entered into for an indefinite period of time or that has been entered into for a fixed period and has been extended automatically, by sending a written notice to the other Party in accordance with paragraph 4.7 at least two months before the proposed date of termination.

4.6 Without prejudice to any other rights, Routerstudio B.V. has the right to suspend the performance of its own obligations under an Agreement and to terminate an Agreement immediately without any notice of default being required and without having to pay any compensation for damages, if:

(i) the Client is dissolved; becomes insolvent; makes an arrangement or composition with or for the benefit of its creditors; institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or a petition is presented for its winding-up or liquidation; has a resolution passed for its winding-up or liquidation; seeks or becomes subject to the appointment of an administrator or similar official; has a secured party take possession of all or substantial all of its assets or has a distress, execution, attachment or other legal process levied, enforced or sued on or against (substantially) all of its assets; causes or is subject to any event with respect to it which has an analogous effect to any of the events specified in this paragraph (i); or

(ii) the Client does not, not completely or not in time fulfil an obligation under these General Conditions or an Agreement and this omission continues until more than 14 days after Routerstudio B.V. has requested to remedy this omission.

4.7 Each Party may only terminate an Agreement by sending a written notice to that effect by post to the other Party.

4.8 If an Agreement is terminated in accordance with these General Conditions, the Client will return to Routerstudio B.V. any Products owned by Routerstudio B.V. within 10 days of the termination date. If the Client fails to comply with this obligation

and continues to fail to comply in full or in part with this obligation within 5 days after having been requested by Routerstudio B.V. to remedy his omission, the Client will forfeit to Routerstudio B.V. an immediately due and payable penalty of EUR 450 for each day on which such failure lasts or continues.

- 4.9 Any changes or additions to a provision or clause in an Agreement are only valid if they have been agreed upon by both Parties in writing. Only written documents may serve as evidence thereof.
- 4.10 If an Agreement is or becomes partially void, the Parties continue to be bound by the remainder of the same, unless agreed otherwise in writing. The Parties shall replace the void part by provisions that are valid and have legal effect that corresponds with those of the void part as much as possible, taking into account the content and purport of the relevant Agreement.
- 4.11 Each Party shall not assign or transfer any of its rights and obligations under any Agreement to a third party, unless it has obtained the other Party's prior written consent.

5 PRICES AND PAYMENT

- 5.1 The Client must pay for Products or services to be delivered by Routerstudio B.V. the price referred to in the Confirmation or, if there is no Confirmation, the price referred to on the invoice received from Routerstudio B.V.
- 5.2 Unless agreed otherwise in writing, payments must be made before delivery of Products or services by Routerstudio B.V.
- 5.3 Unless indicated otherwise in writing, payments are at all times due within 14 days of the date of the Confirmation, or if no Confirmation has been sent, the date of the invoice provided by Routerstudio B.V.
- 5.4 Unless agreed otherwise in writing, payments must be made in full (*i.e.*, not in parts). If it has been agreed that payments may be made in parts, each part is considered to be a separate payment.
- 5.5 Payment must take place through bank transfer, unless stipulated otherwise in the Confirmation, on the invoice or on the Website or agreed otherwise with Routerstudio B.V.
- 5.6 Unless agreed otherwise in writing, all payments must be made in euro's. If it has been agreed that payments by the Client may be made in another currency than euro's and for any reason the amount so received by Routerstudio B.V. in euro's falls short of the amount in euro's payable, the Client will immediately pay such additional amount in euro's as may be necessary to compensate for the shortfall.
- 5.7 All prices referred to in Confirmations, on invoices provided by Routerstudio B.V. or on the Website or quoted by or on behalf of Routerstudio B.V. through any other means, are exclusive of VAT, any other governmental duties or import duties, unless expressly indicated otherwise.
- 5.8 The Client may not deduct or set-off any amounts from amounts invoiced by Routerstudio B.V. and may not suspend any payment on account of an alleged or actual failure on the part of Routerstudio B.V., unless indicated otherwise by Routerstudio B.V. in writing.
- 5.9 If any amount payable by or on behalf of the Client is not paid within 14 days of the date of the Confirmation, or if no Confirmation has been sent, the date of the invoice provided by Routerstudio B.V., the Client shall be deemed to be in default, without any notice of default being required. Without prejudice to any other rights, Routerstudio B.V. shall then be entitled to charge the Client with the statutory interest over the outstanding amount from the due date and to suspend the delivery of Products or services. If the Client continues to fail to comply in full or in part

with the obligation to pay the outstanding amounts within 14 days after having been requested by Routerstudio B.V. to remedy his omission, paragraph 4.6(ii) of these General Conditions shall apply.

- 5.10 Any amount payable by the Client shall be immediately due if one or more of the events described in paragraph 4.6 of these General Conditions occur.
- 5.11 The Client will bear any costs made by Routerstudio B.V. in order to collect any amounts due and payable by the Client, including any fees of lawyers, legal advisers or collection agencies engaged by Routerstudio B.V. and all other judicial and extra-judicial costs involved.
- 5.12 Payment is assumed to have been fulfilled if it is received on the other Party's bank account.
- 5.13 Any transaction costs in relation to the purchase and payment of Products and services are on the Client's account., unless agreed otherwise in writing.

6 DELIVERY AND TRANSPORT

- 6.1 Delivery of Products takes place at the office of Routerstudio B.V., by courier, by post, by e-mail or via the Website, unless agreed otherwise in writing.
- 6.2 Delivery takes place within 30 days after the Client's payment obligations have been completely fulfilled, unless agreed otherwise in writing. If delivery is not made in time, a written notice of default should be sent to Routerstudio B.V., in which connection, a reasonable time for fulfilment should be agreed with Routerstudio B.V. If delivery is not made within the reasonable time so agreed, the Client is entitled to terminate the Agreement with Routerstudio B.V. immediately by sending a written notice to Routerstudio B.V. in accordance with paragraph 4.7. The Client will never have the right to claim damages for any failure of or delay in delivery.
- 6.3 If Routerstudio B.V., for whatever reason, foresees not to be able to complete delivery within the usual or agreed delivery time, it will notify the Client thereof. In such case, the delivery time will be postponed and, for the purpose of paragraph 6.2, the newly proposed delivery time will be considered as the delivery time initially agreed, unless agreed otherwise in writing.
- 6.4 Delivery and transport of Products by courier or by post will be at the Client's risk. Routerstudio B.V. is not obliged to insure any transport of Products, unless agreed otherwise in writing.
- 6.5 The Client will bear the costs of delivery, transport and insurance of Products, unless agreed otherwise in writing.

7 RESERVATION OF TITLE AND RIGHTS

- 7.1 Until the Client has fulfilled all its payment and other obligations under these General Conditions and under the relevant Agreement towards Routerstudio B.V., Routerstudio B.V. maintains all ownership and usage rights of all Products delivered to the Client. During this period, the Client is not allowed to make use of the Products and services provided by Routerstudio B.V. without Routerstudio B.V.'s prior consent and Routerstudio B.V. is entitled to block availability of any software product delivered.
- 7.2 If the Client is in default against Routerstudio B.V., the Client is obliged to return the Products delivered by Routerstudio B.V. within 5 days of a written request to that effect from Routerstudio B.V.
- 7.3 If the Client fails to comply in full or in part with the obligation of paragraph 7.2, the Client will forfeit to Routerstudio B.V. an

an immediately due and payable penalty of EUR 450 for each day on which such failure lasts or continues.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 Routerstudio B.V. and its affiliates retain all title, ownership rights and intellectual property rights, including – but not limited to – all copyrights, in relation to all Products and services delivered, unless agreed otherwise in writing.
- 8.2 The Client undertakes to use the Products and services delivered by Routerstudio B.V. only within its own organization and only for the purpose for which these were made available by Routerstudio B.V.. Other than with Routerstudio B.V.'s written permission, the Client is forbidden to reproduce, exploit or sublicense any Products delivered by Routerstudio B.V., such in the broadest sense of the word.
- 8.3 The Client is not allowed to distribute, multiply, disseminate, rent, lease, sublicense, lend, reverse engineer, recompile, decompile, disassemble or to provide or make available any Products delivered by Routerstudio B.V. to any third party, without Routerstudio B.V.'s written permission.
- 8.4 If it has been agreed that the Client shall be entitled to distribute or sublicense any Products delivered by Routerstudio B.V. to a third party, such Products may only be distributed in the original and sealed packing in which they were delivered by Routerstudio B.V.

9 PRIVACY

- 9.1 The Client is aware that Routerstudio B.V. is entitled to store the information provided to it by the Client in order to service the Client's request.
- 9.2 The Client is entitled to require a copy of the information stored by Routerstudio B.V. in relation to it.

10 COMPLAINTS AND RETURN OF GOODS

- 10.1 Any faults, defects or complaints with respect to invoices, Products or services delivered by Routerstudio B.V. must be notified to Routerstudio B.V. by written notification containing a precise description of the relevant faults, defects or complaints within 10 days of the time of delivery. If the Client does not notify Routerstudio B.V. in the way just described, it is assumed to have approved and accepted the invoices, Products or services delivered and Routerstudio B.V. is not obliged to accept any returned Products, unless agreed otherwise in writing or prescribed by the applicable law.
- 10.2 Only Clients which are consumers as meant in the Dutch act "Wet kopen op afstand", may recall the entry into an Agreement within 7 business days of the date of delivery by sending a written notice to Routerstudio B.V. and return any Products delivered by Routerstudio B.V., provided that the conditions referred to in this paragraph 10 are taken into account.
- 10.3 Only Products of which the seal has not yet been broken and which are still packed in the undamaged original packing in which they were delivered by Routerstudio B.V. may be returned in accordance with this paragraph 10.
- 10.4 Any dispatch or transport of returned Products will always take place at the cost and risk of the Client. Goods sent cash on delivery will not be accepted by Routerstudio B.V.

11 LIABILITY

- 11.1 In no event shall Routerstudio B.V. be liable for any special, incidental, indirect, consequential or other damages whatsoever (including, without limitation, damages for loss of business profits,

business interruption, loss of business information, loss of computer files or other data carriers, or any other pecuniary loss) arising out of the use of or inability to use any Products or services, the failure of or delay in delivery of Products or services (including – but not limited to – damages caused by viruses or any incorrectness or incompleteness of information provided) or the use of electronic means of communication (including – but not limited to – damages resulting from failure of or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses), even if Routerstudio B.V. has been advised of the possibility of such damages, unless such damage is the result of wilful misconduct or from gross negligence on the part of Routerstudio B.V.

11.2 The Client indemnifies Routerstudio B.V. against any liability or claim from third parties in connection with the use of any Product or service delivered by Routerstudio B.V.

11.3 In no case shall Routerstudio B.V.'s liability exceed the price or fee, exclusive of VAT, which has been paid to obtain the Product or service in relation to which the liability has arisen.

12 FORCE MAJEURE

- 12.1 If Routerstudio B.V. is prevented from fulfilling its obligations under an Agreement as a result of force majeure, Routerstudio B.V. is entitled to postpone the performance of its obligations for the duration of the force majeure event, without any further obligation to compensate for damages.
- 12.2 If the force majeure event which prevents Routerstudio B.V. from fulfilling its obligations under an Agreement lasts or definitely will last for more than six months, each Party is entitled to terminate the Agreement immediately by written notice to the other Party in accordance with paragraph 4.7. In such case, the Client shall pay any amounts for parts of Products or services delivered up to the date of termination and the Parties will have no further obligations towards each other, other than as set out in this paragraph 12.
- 12.3 If Routerstudio B.V. is not able to fulfil its obligations under an Agreement as a result of force majeure, the Client does not need to pay the price or fee of the obligations which have not been fulfilled and any amounts already paid for obligations which have not been fulfilled will be paid back by Routerstudio B.V.
- 12.4 Force majeure shall include, *inter alia*, any impossibility to deliver as a result of governmental order or legal duty, any impossibility to deliver as a result of wilful misconduct or gross negligence of any third parties involved in the performance of Routerstudio B.V.'s obligations under an Agreement, any failure of suppliers of Routerstudio B.V., (threat of) war, fire or other damages to our company.

13 CONFIDENTIALITY

- 13.1 Each Party will:
- (i) take all measures reasonably necessary in order to protect the secrecy of all information provided by the other Party that is reasonably to be considered confidential or is identified as being confidential and to prevent that such information can be used for any other purpose than for which it has been provided;
 - (ii) not provide such information to any third party, without the other Party's prior consent; and
 - (iii) only inform employees having a need for disclosure in connection with the purpose for which such information or

Product has been disclosed or obtained and will have these employees bound by the contents of this paragraph 13.

14 APPLICABLE LAW AND JURISDICTION

- 14.1 These General Conditions and, unless agreed otherwise in writing, all relationships, Agreements and contracts between the Parties are governed by Dutch law.
- 14.2 The competent courts of Amsterdam, the Netherlands, shall have exclusive jurisdiction to hear and determine any suit, action or proceeding and to settle any disputes arising between the Parties, including – but not limited to – any disputes arising in connection with these General Conditions (including disputes concerning the existence and validity thereof). For such purposes, by agreeing to be bound by these General Conditions, both Parties are assumed to have irrevocably submitted to the exclusive jurisdiction of that court.

15 MISCELLANEOUS

- 15.1 These General Conditions may be invoked by each of both Parties.
- 15.2 Any changes or additions to any provision or clause in these General Conditions are only valid if they have been agreed upon by both Parties in writing. Only written documents may serve as evidence thereof.
- 15.3 If these General Conditions are or become partially void, the Parties continue to be bound by the remainder of the same. The Parties shall replace the void part by provisions that are valid and have legal effect that corresponds with those of the void part as much as possible, taking into account the content and purport of these General Conditions.
- 15.4 Each Client is responsible on its own for storing any copies of these General Conditions. Unless prescribed by applicable law, Routerstudio B.V. does not need to continue to make available to Clients any copies of (current or previous versions of) these General Conditions.