General Conditions

Semansys®
CREATING VALUE FROM KNOWLEDGE

1. General conditions

These General Conditions shall apply to and form an integral part of all (future) legal relationships between Semansys Technologies BV (hereinafter referred to as: "Semansys.") and third Parties (hereinafter referred to as: the "Client"). Applicability of (General) Conditions of the Client is explicitly rejected. Modifications of and addenda to an Agreement must be executed in writing. The Client can not derive any claim regarding future Agreements from any deviation from these General Conditions.

2. Grant of license

In consideration of payment of the agreed License or subscription fee Semansys grants Client a non-transferable, non-exclusive right to use and display the Software within the organization of which the Client is a member as agreed in a purchase or other agreement.

By means of this agreement, no intellectual property rights of Semansys in relation to the Software are transferred to Client.

The Software: the System-, Standard-, and Tailor-made Software as described in the documentation provided to the Client and in publications of Semansys, which is put at the disposal of the Client under the terms and conditions of an Agreement together with all new (future) releases and corrections that may be supplied after the conclusion of an Agreement.

The costs involved regarding the license to use the Software are mentioned on a separate agreement or purchase order form. The Software that has been granted to the Client commences as soon as the Software is put at the disposal to the Client.

Semansys is entitled without any reminder or notice of default being required, to terminate all licenses on the Software, taking effect at once and demand the return of the Software, in case the Client does not (properly) fulfill any and/or all of its obligations.

If Client installs more Semansys versions than agreed with Semansys, Client will be obliged to pay additional fees regardless of the actual use of the Semansys versions.

3. Maintenance

Annual Maintenance Fee for each year is included annual subscription fee.

Maintenance obligation of Semansys shall last for twelve (12) calendar months from the date of acceptance of the Software. Maintenance is renewed subsequently until further notice. If the Semansys wishes to terminate the maintenance, it shall do this by written notice sent to Client as quickly as possible, but in any event no later than six (6) months before expiry of the period of twelve (12) months. If no termination has taken place, the maintenance arrangement shall be tacitly extended for a year at a time.

Semansys is not obliged to render any maintenance if payment of any subscription fee is not received in advance of the maintenance period.

4. Software maintenance

Maintenance of the Software is subject of Maintenance condition as described in these General Conditions.

The maintenance shall include:
a. corrective maintenance locating and repairing reproducible defects in the Software after these have been found and reported in writing by the Client.
b. renovating maintenance; this does not include delivery of Software which contains extensions of the functionality's or the logic Program structure or modifications of the data structures which are used.
c. issuing new versions of the Software on premise or on the xbrlOne cloud platform which contain defects repaired; or as a

consequence of which the Software will comply with new governmental regulations;
d. support; the rendering of assistance by email in case of defects, as well as advice as far as the use and the functioning of the Software in concerned.

Semansys will have the right to receive on first request all copies of the configuration, debug or other information without which Semansys does not have any obligation to supply any maintenance or assistance. Semansys can collect data from processed files for system monitoring, statistics and production monitoring.

Regarding to the maintenance which is described in Article 4.2.a, Semansys shall, after report in writing or by telephone of a defect which disturbs the automation facilities of the Client, take such measures which will as soon as possible lead to the reparation of the defects.

5. Service hours

References to service hours below means the period in which Client can request support and report breakdowns. These service hours are from 9:00 AM to 17:00 PM Continental Europe office hours with the exception of Saturdays, Sundays and national public holidays observed in the country in which support is sought.

6. Handling of fault reports

Telephone maintenance call services which are not resolved immediately will be logged and categorized for follow up action within the response times specified pursuant to the following Priority Codes:

Priority	Indications	Response
Urgent	Major faults causing total system failure, where the product cannot be used, and has a critical impact on the production environment; situation requires immediate solution.	No more than 4 hours
High	Faults causing user operational problems, not corrupting data and allowing the system to continue processing but subject to serious limitations, a bypass is available	No more than 2 days
Medium	The Software is operational to a limited extent; a bypass is available so that business processes can proceed without interruption.	No more than 5 business days
Low	Minor faults of a cosmetic nature, including wishes for improvements to the software as a result of deviations from the specifications	Added to possible next version

When reporting a breakdown, Client shall immediately state which Priority Code is to be accorded to the report. If Client accords the report a priority code which is demonstrably too high, Semansys shall be entitled to charge for the resulting extra costs that would not have been incurred by Semansys but for Client's miscoding.

The following activities shall be performed by the Semansys on the basis of Priority Codes:

Priority	Action
Urgent	Immediately after the report, the Semansys takes all the reasonable measures that are necessary to find a solution in this until an acceptable solution has been found or until it appears that further examination is necessary.
	If an acceptable solution is found by bypassing the problem, a new Priority Code shall be accorded to the fault report in accordance with the previous article.
High	Immediately after the report, the Semansys takes all the reasonable measures that are necessary to find a solution.
Medium	The Semansys takes measures to find a solution within an acceptable time of the report.
Low	The Semansys accepts the request for improvement of the Software and informs Client about the decision of Semansys to implement the request for improvement.

In addition to the foregoing, in the case of reports of faults with Priority Urgent, an initial telephone contact shall immediately result in the taking of the designated measures. Client shall use its best endeavors

to ensure that all relevant documentation is given to the Semansys to enable an analysis of the reported fault to be made.

The obligation of the Semansys to maintain the Software and the obligation of Client to pay for such maintenance shall lapse if Client makes changes to the Software or has such changes made by third parties. If, however, the changes have been caused by the action of a disease in the Software (for example a virus, logic bomb or Trojan horse), the Semansys shall arrange for maintenance. The costs incurred as a result shall be reimbursed by Client on a cost-plus basis, unless it can be shown that the Semansys is responsible for the occurrence of the disease.

Maintenance shall as much as possible be executed by way of remote communications. Client shall to that end procure the availability of the necessary facilities. This facilities shall comply with specifications from time to time supplied by Semansys.

7.   New versions and releases
All Upgrades shall be offered by the Semansys to Client. If the Software come under this maintenance, no additional fee shall be owed by Client for rendering an Upgrade operational. Whenever Documentation is altered, whether or not as a result of Upgrades, the Semansys shall forward Client the altered Documentation free of charge.

For on-premise and or desktop products Semansys shall indicate the minimum requirements (system requirements) per Upgrade which are necessary in order to allow the Software to function correctly.

Client is not obligated to take and/or implement Upgrades offered by the Semansys. The Semansys shall continue to maintain the version used by Client for a minimum of 1 year after the launch of an Upgrade of the delivered Licensed Program.

If Client, for any reason whatsoever, continues to use releases that are older than the releases supported under the previous paragraph, the Semansys has no obligation but can at Semansys's discretion carry out the maintenance.

8.   Special activities
The support costs and/or any increase in the normal support time required as a result of use of the Sotware in a manner not intended, improper maintenance by third parties and the non-observance by Client of relevant provisions of this Agreement shall be reimbursed on the basis of time and expenses. A quotation for such support work shall be given in advance at the request of Client. The work shall be performed only after the parties have reached agreement on the terms. The agreement shall be recorded in writing and signed by both parties.

Maintenance does not include delivery of Software which contains new modules and or new extensions of the functionality's or the logic Program structure or modifications of the data structures which are used.

9.   Price and payment
All payments will be effected without any discount or compensation within 30 days after the date of invoice.
All travel and collateral expenses shall be invoiced to the Client separately.

If the Client fails to (timely) meet his payment obligations he shall be deemed to be in default by operation of law, and Semansys will be entitled, without any notice of default being required, to charge interest at a rate of 1% (one percent) per month on the outstanding amount and to recover all judicial and extra-judicial costs in connection with the collection of the outstanding amount. Extra-judicial costs amount to at least 15% (fifteen percent) of the outstanding amount.

Semansys is entitled to demand appropriate security for the payment of the agreed contract price, prior to and/or during the execution of an Agreement. If the Client should be in default to put up such securities within a term of 8 days after having been called up upon to do so, Semansys shall be entitled to cancel the Agreement without any notice of default or judicial intervention, being required or - at Semansys' option - to suspend execution of the Agreement.

10.   Warranty
Semansys warrants that the medium on which the Software is furnished will be free from defects in material(s) and workmanship under normal use for a period of 30 days from the date of delivery to the Client. Semansys will replace any Software (and media) which fails to meet this limited warranty.

Semansys warrants that the Software and its related documentation are the property of, or are under license to, Semansys.

This warranty is in lieu of all other warranties express or implied. Semansys specifically denies any implied or express representation that the Software will fit the Client's requirements, operate in combinations which may be selected for use by the Client, operate uninterrupted or error-free, or have all program defects corrected. Semansys does not assume any liability in connection with software (manufactured by third parties) used to operate Semansys' s Software.

11.   Liability
Semansys will perform its obligations arising from an Agreement to the best of its abilities.

In case, during period of guarantee, Semansys has not (timely) or not properly fulfilled its obligations resulting from an Agreement the Client shall be entitled to demand that imperfections will be restored as yet. The liability of Semansys is limited to the obligations mentioned in paragraph 10 (Warranty).

Only if the Client informs Semansys without delay in writing that he has been held liable or that legal actions against him have been started, based on the submission that (the use of) the Software, constitutes an infringement on any patent or copyright existing in the Netherlands, Semansys will - at his position - defend the action. Semansys will in that case pay the costs and damages which may be established in court or by compromise, provided that Semansys has had full control of the defence, respectively the negotiations and the settlement of a compromise.

At all times, during any proceedings concerning an alleged infringement of a patent or copyright, or in case according to Semansys (judicial) actions in connection with an (alleged) infringement are imminent, Semansys is entitled either to acquire at its own account and for the benefit of the Client the right to continue using the Software, or to change or replace the Software in such a way that its use does not longer cause an infringement.

If, to the judgement of Semansys, none of the above mentioned alternatives can reasonably be accomplished, the Client is obliged to return the Software to Semansys, immediately after being requested to do so in writing.

Semansys does not accept any liability towards the Client in case the infringement is based on or caused by the use of the Software together with hardware and/or software, which is not supplied by Semansys, and/or alterations have been made to the Software and/or related configuration or other files which have not been made by Semansys.

Without prejudice to the contents of article 7.3. of these General Conditions, Semansys cannot be held liable by the Client in any other way then described above for (damages caused by) the infringement of patents or copyrights.

Except with respect to the gross negligence or willful misconduct the liability of Semansys is limited to the warranty-obligations as mentioned in Article 6. Semansys is not liable for damages of Client of whatever nature like, but not limited to, consequential damages, damages

sustained by other parties, loss of profit, business opportunities, loss of data, unless these damages are attributable to gross negligence or wilful misconduct of Semansys. In case any liability of Semansys, except with respect to the gross negligence or wilful misconduct, is established in court or otherwise, then this liability is in any case limited to the maximum of the sum of the License or one year annual subscription fee as mentioned in Article 2 of this general conditions.

12. Obligations of the Client

The Client will render all co-operation to Semansys, which may be reasonably required for the proper execution of the obligations of Semansys under an Agreement.

The Client will put at disposal of Semansys all reasonable required facilities including at first request of Semansys direct and full access to any Semansys configuration files or debug information.

If the Client is and remains in default within 30 days after being called in writing to remedy the default, to fulfil any obligation resulting from an Agreement or in case of his bankruptcy, moratorium, decease or liquidation, Semansys is entitle to dissolve an Agreement, by a simple written notice either in full or in part without any notice of default or legal intervention being required and without prejudice to the right of Semansys to demand damages.

The Client shall ascertain that licenses, permits, certificates and authorisations that are required to permit Semansys to render Services at the location of the Client and shall obtain and possess same, and shall maintain all such in force and effect at all times, during the existence of an Agreement.

The Client will hold Semansys and its employees harmless from all claims and demands by third parties. The Client shall indemnify and hold harmless Semansys for all costs, damages and interests that may incurred by the latter as a direct or indirect consequence of any actions brought against Semansys by third parties in connection with the Agreement, in connection with damages in which Semansys is not liable.

This indemnity obligation of Client under this Section 12 shall not apply to a claim arising out of the gross negligence or intentional misconduct of   Semansys.

13. Intellectual property rights

Any and all intellectual property rights existing and/or developed in connection with an Agreement (will) belong to Semansys. If and where necessary the Client shall co-operate in order to vest Semansys with these rights. All copies of the Software or parts thereof, are and will continue to be the property of Semansys. No agreement will constitute a transfer of ownership of intellectual property rights of Semansys to the Client.

All existing and/or developed intellectual property rights pertaining to adaptations or modifications of the Software as a result of the rendition of installation assistance by Semansys, belong (or will belong) to Semansys. If and when necessary Client will render all co-operation in establishing these rights in favour of Semansys.

The mentioned adaptations or modifications are to be considered as part of the Software and are therefore subject to the terms and conditions of these General Conditions.

14. Force Major

Force Major shall be understood to include any and all circumstances beyond Semansys' reasonable control, even if these were already foreseeable at the time an Agreement was concluded, which prevent the fulfilment of any obligation(s) in connection with an Agreement, including but not limited to war, danger of war, mobilisation, civil war, riot, state of siege, strike, lock-out, transport difficulties, fire and other interruptions in the business activities of Semansys or its suppliers, or any default of suppliers of Semansys.

The term of delivery is suspended with the period in which Semansys is prevented to fulfil its obligations by consequences of a case of Force Major.

In case the delivery of Software is delayed with more than three months by force major, Semansys as well as the Client are entitled to terminate the Agreement. In that case Semansys is only entitled to compensation of its costs incurred up to the date of termination.

In case Semansys is prevented by force major from (partially) performing its obligations arising out of an Agreement, it shall have the right to alternatively suspend the fulfilment of an Agreement, or to cancel an Agreement completely or, respectively, the part thereof which has not been fulfilled.

15. Transfer of rights and obligations

Semansys is entitled to transfer its rights, resulting from an Agreement, to any third party. The Client shall treat any information relating to an Agreement as strictly confidential. The Client shall see to it that no documentation, specifications, or any other information regarding an Agreement are copied, shown to third parties, made public or used otherwise without Semansys' prior explicit written consent. Semansys shall treat as confidential any information concerning the Client, which has been explicitly indicated as confidential.

16. User privacy

Semansys complies to the European General Data Protection Regulation as in effect from May 2018. During registration of subscriptions and activation of accounts users give explicit consent to processing of their personal data for one or more specific purposes. Registered individuals have the right to be informed about what data of the individual is maintained. On request by an individual to be forgotten the company will process the 'forget me' process and inform the individual when the process is executed.

17. Miscellaneous

This agreement will be governed by the laws of the Netherlands.

If any provision taken up in this agreement appears to be invalid or cannot be executed in any country where this agreement is in this force, this provision will be invalid, leaving however the other provisions of this agreement in full force and effect.

Any dispute arising from or under the execution of or in connection with the agreement or any subsequent agreement resulting thereof, shall, with the exclusion of every other Court be submitted to the exclusive jurisdiction of the competent Court in Amsterdam, the Netherlands. The failure of Semansys to insist upon the strict performance of any of the provisions of this agreement or to exercise any right therein, shall not be construed as a waiver for the future of any such provision or right but the same shall remain in full force and effect.

The terms and conditions regarding the exclusion and limitation of liability, as well as indemnification apply also to employees of Semansys and to (employees of) any third party which has been used, in connection with the performance of any obligation under an Agreement. The Client and Semansys shall for the duration of the Agreement and for six months after termination of the Agreement not solicit (other than a general solicitation to the public) the employment of, engage as an independent contractor, or hire, any employee of the other party.