



GENERAL TERMS AND CONDITIONS

Sherpa Business Automation B.V.

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Article 1 – General

1. These terms and conditions apply to any offer or quotation ("Tender") and Agreement ("Agreement") between Sherpa Business Automation B.V. ("Sherpa" or "we") and a client ("Client" or "you") to which Sherpa has declared these general terms and conditions ("General Terms and Conditions") applicable, insofar as the parties have not expressly deviated from these General Terms and Conditions in writing.
2. The General Terms and Conditions also apply to Agreements for which Sherpa calls in a third party.
3. If Sherpa can derive rights from these General Terms and Conditions with respect to an Agreement, it can also exercise these rights with respect to other Agreements.
4. If one or more provisions of these General Terms and Conditions should at any time be invalid in whole or in part, for example in the event of nullity, annulment or dissolution, the remaining valid provisions will remain in full force and effect. Sherpa and the Customer will then enter into consultations in order to agree new provisions to replace the invalid provision(s), taking the purpose and purport of the original provision(s) into account as much as possible.
5. If there is any uncertainty about the interpretation of one or more provisions of these General Terms and Conditions, the interpretation must take place 'in the spirit' of these provisions.
6. If Sherpa does not always require strict compliance with these General Terms and Conditions, this does not mean that its provisions do not apply or that Sherpa would lose the right to demand strict compliance with these General Terms and Conditions in other cases.

Article 2 – Quotations and offers

1. Every Quotation is without obligation, unless a period for acceptance is stipulated in the Quotation. If no acceptance period has been set, no rights can be derived from the Quotation if the product to which the Quotation relates is no longer available.
2. Sherpa cannot be held to a Quotation if the Customer can reasonably understand that the Quotation contains an apparent mistake or writing error.
3. The prices stated in a Quotation are exclusive of any costs to be incurred in connection with an Agreement, including travel and accommodation costs, shipping costs and administration costs.
4. If the acceptance (whether or not on minor points) deviates from the Quotation, Sherpa will not be bound by it, unless it expressly agrees.

Article 3 – Commitments

1. The Agreement is entered into for an indefinite period of time, unless the nature of the Agreement dictates otherwise or if the parties expressly agree otherwise in writing.
2. If a period of time has been agreed or given for the performance of certain work or for the delivery of certain items, this will under no circumstances be a fatal deadline. If a term is exceeded, the Customer must therefore give Sherpa written notice of default, giving a reasonable period of time within which to still perform the Agreement.
3. Sherpa will perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship. All obligations that Sherpa is required to fulfil under an Agreement are not obligations to guarantee a certain result but obligations to perform to the best of its ability, unless the parties agree otherwise in writing.
4. Sherpa has the right to have certain services performed by third parties. The applicability of Section 7:404 (which provides for the event that the contract is to be carried out

by a specific person) and Section 7:407(2) (which establishes joint and several liability if the contract is awarded to more than one contractor) of the Dutch Civil Code is expressly excluded.

5. If Sherpa or third parties engaged by Sherpa in connection with the contract perform work at the Client's location or at a location designated by the Client, the Client will provide the facilities reasonably deemed necessary by those employees free of charge.
6. Sherpa is entitled to perform the Agreement in different stages and to invoice any parts thus performed separately, unless the parties agree otherwise in writing.
7. If the Agreement is performed in stages, Sherpa may suspend the performance of those parts relating to a subsequent stage until the Client has approved the results of the preceding stage in writing.
8. The Customer will ensure that all information which Sherpa indicates is necessary or which the Customer should reasonably understand is necessary for the performance of the Agreement is provided to Sherpa in a timely manner. If the information required for the performance of the Agreement is not provided to Sherpa in a timely manner, Sherpa will be entitled to suspend the performance of the Agreement and/or charge the client for the additional costs resulting from the delay at the applicable rates. The performance period will not commence until the Customer has made the information available to Sherpa. Sherpa will not be liable for damage of any nature whatsoever due to Sherpa's reliance on inaccurate and/or incomplete information provided by the Customer.
9. If Sherpa agrees a set price with the Customer, Sherpa will nevertheless be entitled to increase this price at any time without the Customer being entitled to annul the Agreement for that reason if the increase in price results from an obligation under any laws or regulations or for other reasons that could not reasonably have been foreseen at the time the Agreement was concluded.

Article 4 – Exigibility, annulment, cancellation

1. If the Agreement ends on any ground whatsoever, Sherpa's claims against the Customer will be immediately exigible.
2. If Sherpa terminates the Agreement prematurely, Sherpa will arrange for the transfer of work still to be performed to third parties, if so desired, in consultation with the Client. If the transfer of the work entails costs for Sherpa which it does not reasonably have to bear, for example if the costs are excessive in relation to the scope of the contract under the Agreement, Sherpa will be entitled to charge these costs – with a reasonable due date – to the Customer.
3. In the event of liquidation, (application for) a moratorium or bankruptcy of the Client's company, or of seizure at the expense of the Client or any other circumstance as a result of which the Client can no longer make free use of its assets, Sherpa will be free to terminate the Agreement immediately and with immediate effect, without any obligation on its part to pay any compensation or indemnity. In that case, Sherpa's claims against the Customer will be immediately exigible.
1. If the Customer terminates an Agreement on whatever grounds before it has been performed in full, the Customer will owe the full price for the work performed, plus any costs incurred.

Article 5 – Force majeure

1. In this Agreement, in addition to what it means according to the law and case law, force majeure means all external causes, foreseen or unforeseen, that are beyond Sherpa's control, as a result of which Sherpa is unable to fulfil its obligations. This includes strikes at the company of Sherpa



or third parties. Sherpa is also entitled to invoke force majeure if the circumstance that prevents the (further) performance of the Agreement occurs after Sherpa should have fulfilled its obligation.

1. During the period that the force majeure continues, Sherpa may suspend the fulfilment of its obligations under the Agreement. If this period lasts longer than two months, each of the parties will be entitled to annul the Agreement without being obliged to pay the other party compensation.
2. Insofar as at the time of the occurrence of force majeure Sherpa has already partially fulfilled its obligations under the Agreement or will be able to fulfil them, and the part already fulfilled or to be fulfilled has value of its own, Sherpa will be entitled to invoice the part already fulfilled or yet to be fulfilled separately. The Client is obliged to pay this invoice as if it were a separate Agreement.

Article 6 – Payment and collection costs

1. Payment must always be made within 7 days of the invoice date, in a manner to be specified by Sherpa and in the invoiced currency, unless specified otherwise in writing by Sherpa. Sherpa is entitled to invoice periodically (on a monthly basis).
2. If the Customer fails to pay an invoice on time, the Customer will be in default by operation of law. In that case, the Client will owe interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest will be due. The interest on the exigible amount will be calculated from the moment that the Customer is in default until the moment of payment of the full amount due, including interest and costs.
3. Sherpa is entitled to have the payments made by the Customer to first of all reduce the costs, then to reduce the interest that has fallen due and finally to reduce the principal sum and the current interest. Sherpa may, without thereby being in default, refuse an offer to pay if the Customer specifies a different order for the allocation of the payment. Sherpa may refuse full repayment of the principal sum if the outstanding and current interest and collection costs are not also paid.
4. The Customer is under no circumstances entitled to set off any amounts it owes Sherpa. The Customer who does not have recourse to section 6.5.3 of the Dutch Civil Code (for example because the Customer qualifies as a "large enterprise") is also not entitled to suspend payment of an invoice for any other reason.
5. If the Customer defaults on the (timely) fulfilment of its obligations, all reasonable costs to obtain payment in and out of court will be payable by the Customer. If the Client is not a consumer, the extrajudicial costs will be set at 15% of the principal sum. If the Customer is a consumer, the extrajudicial costs will be calculated in accordance with the statutory graduated scale. Any judicial and foreclosure costs incurred will also be recovered from the Client. The Client will also owe statutory interest on the collection costs due.

Article 7 – Retention of title

1. If the Agreement is (partly) intended for the delivery of an item or if work is carried out that can be contained in or stored in an item, such as papers or data storage media ("Item"), then the provisions of this article will also apply.
2. All Items remain the property of Sherpa until the Client has duly fulfilled all obligations under the Agreement.
3. An Item that is subject to retention of title pursuant to paragraph 2 may not be resold and may never be used as a means of payment. The Client is not authorised to pledge or encumber in any other way the Items covered by the retention of title.
4. The Customer must always do everything that may reasonably be expected of it in order to safeguard Sherpa's property rights. If third parties seize the Items delivered

subject to retention of title or wish to establish or enforce rights to them, the Customer will be obliged to inform Sherpa thereof immediately. Furthermore, the Customer undertakes to insure the Items delivered subject to retention of title and to keep them insured against fire, explosion and water damage as well as against theft, and to make this insurance policy available for inspection by Sherpa upon request. If the insurance is paid out, Sherpa will be entitled to the insurance money. To the extent necessary, the Client undertakes vis-à-vis Sherpa in advance to cooperate in whatever may be or prove to be necessary or desirable in that context.

5. In the event that Sherpa wishes to exercise its property rights referred to in this article, the Customer gives its unconditional and irrevocable prior consent to Sherpa and third parties designated by Sherpa to enter all those places where Sherpa's property is located and to repossess the same.

Article 8 – Limitation period

1. Contrary to the statutory limitation periods, the limitation period for all claims and defences against Sherpa and third parties involved in the performance of an Agreement by Sherpa is one year.

Article 9 – Liability

1. If Sherpa should be liable, its liability will be limited to the provisions of this article.
2. The risk of loss, theft and embezzlement of or damage to an Item, documentation, databases, software and data (including codes, passwords and user names) delivered, manufactured or used for the purposes of the Agreement will pass to the Customer at the moment of transfer of the actual power of disposition to the Customer.
3. Sherpa will not be liable for damage of whatever nature arising due to Sherpa's reliance on inaccurate and/or incomplete information provided by or on behalf of the Customer.
4. If Sherpa should be liable for damage, then Sherpa's liability will be limited to a maximum of the invoice value relating to the damage under the Agreement, or at least that part of the Agreement to which the liability relates, or to the amount paid out in the case in question under the insurance policy/policies taken out by Sherpa.
5. Sherpa will only be liable for direct damage.
6. Direct damage includes (i) the reasonable costs associated with determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions, (ii) any reasonable costs incurred to make Sherpa's poor performance comply with the Agreement, insofar as these can be attributed to Sherpa, and (iii) any reasonable costs incurred to prevent or limit damage, insofar as the Customer demonstrates that these costs have led to a limitation of direct damage as referred to in these conditions.
7. Sherpa will under no circumstances be liable for indirect damage, including consequential damage, loss of profit, lost savings and damage as a result of business stagnation.
8. The limitations of liability stipulated in this article will not apply if the loss is due to intent or gross recklessness on the part of Sherpa or its managers and/or subordinates.

Article 10 – Indemnification

1. The Customer will indemnify Sherpa against any claims from third parties who suffer damage in connection with the performance of the Agreement the cause of which is attributable to parties other than Sherpa. If Sherpa should be held liable by third parties for this reason, the Customer will be obliged to assist Sherpa both in and out of court and to



immediately do everything that may be expected of it in that case. Should the Customer fail to take adequate measures and/or any measures desired by Sherpa, then Sherpa will be entitled to do so itself, without any notice of default being required. All costs and damage incurred by Sherpa and third parties as a result of this will be entirely at the expense and risk of the Client.

Article 11 – Information requirements

1. In order to enable Sherpa to perform the Agreement duly, the Customer is obliged to always provide Sherpa, in a timely manner, with all information or data reasonably required by Sherpa, as well as all information or data which the Customer can reasonably expect to be necessary for Sherpa to fulfil its obligations under the Agreement.

Article 12 – Intellectual property

1. Sherpa reserves the rights and powers vested in it under the Copyright Act and other intellectual property laws and regulations relating to intellectual property rights (in the broadest sense and however formulated in a quotation or Agreement), such as brands, models, trade names and/or domain names ("**IP rights**").
2. Sherpa is entitled to use the knowledge or know-how gained on its part as a result of the performance of an Agreement for other purposes, insofar as no information that the Customer has designated as strictly confidential in writing beforehand is brought to the attention of third parties.
3. The Customer gives Sherpa permission – in advance if and insofar as necessary – to contact the Customer for future commercial work and to use work produced for the Customer as a reference for services provided by Sherpa, for example by posting a company logo on the Sherpa website or in quotations for other (prospective) customers.
4. In the event that Sherpa is prepared to undertake to transfer an IP right to or for the benefit of the Customer, such an undertaking can only be given explicitly and in writing.
5. Insofar as Sherpa has developed or commissioned the development of an IP right specifically for the Customer and the parties agree in writing that the IP right will be transferred to the Customer, this does not affect the right of Sherpa to use and/or commercialise the parts, principles, designs, ideas and documentation underlying that development for itself or for third parties free of charge, or to develop or use a similar IP right for itself or for a third party, unless the parties agree otherwise in writing.
6. All IP rights developed or to be developed under the Agreement are vested in Sherpa or its suppliers or licensors. Any rights of use vested in the Customer are non-exclusive, non-transferable, non-licensable and non-sub-licensable, unless the parties agree otherwise in writing.
7. The Customer guarantees Sherpa that no third-party rights preclude the development of IP rights under the Agreement and will indemnify Sherpa against such claims, except insofar as the parties have agreed in writing on an Investigation as provided for in the following article, in which case the exception applies only to that part of the Agreement that the Research explicitly relates to.
8. Partly on the basis of Article 11 of these General Terms and Conditions, the Customer is obliged to notify Sherpa in a timely manner of all information and knowledge it has about any claims from third parties in connection with an IP right and the Agreement.

Article 13 – Investigations to intellectual property

1. If and insofar as the parties agree that Sherpa or a third party engaged by it will conduct an investigation or will have an investigation conducted into IP rights, including in any event any investigation into the availability, comparison or

infringements of existing or intended IP rights ("**Investigation**"), then the provisions of these general terms and conditions and more specifically this article will apply at all times, unless the parties agree otherwise in writing.

2. Insofar as the Parties do not agree in writing that an Investigation forms part of the Agreement, Sherpa will not conduct an Investigation.
3. An investigation will only be conducted into IP rights that have been made public in the appropriate official registers in the Netherlands, unless the parties agree otherwise in writing.
4. Decisions based on the results of an Investigation, such as a decision to register, use or terminate IP rights, will be taken entirely by and at the expense and risk of the Customer, unless the parties agree in writing that Sherpa will play an advisory role in this respect, in which case these General Terms and Conditions will apply.
5. Under no circumstances will an Investigation mean that Sherpa will perform any monitoring activities, such as monitoring for expiration or infringement of IP rights.

Article 14 – Confidentiality obligation

1. The Customer will keep confidential information strictly confidential and will in that respect observe at least the same duties of care and guarantees as apply in respect of its own internal confidential information and will oblige its employees and other persons working for it to comply with the provisions of this Agreement. Subject to Sherpa's written consent, confidential information may only be used for the purpose for which it was provided, and the Customer may not otherwise use confidential information for its own benefit.

Article 15 – Applicable law and disputes

1. All legal relationships to which Sherpa is a party are exclusively governed by Dutch law, even if an obligation is performed abroad in whole or in part or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.
2. The court in Sherpa's place of business has exclusive jurisdiction to take cognisance of disputes, unless the law stipulates other mandatory provisions. Nevertheless, Sherpa is entitled to bring the dispute before the court that has jurisdiction according to the law.
3. The parties will only apply to the court after they have made every effort to settle a dispute in mutual consultation.

Article 16 – Amendment to general terms and conditions

1. The latest version or, as the case may be, the version that applied at the time the legal relationship with Sherpa was established will always apply. Sherpa reserves the right to amend the General Terms and Conditions from time to time, with the most recent version being published from time to time on the Sherpa website.
2. The Dutch version of the General Terms Conditions always prevails with regard to their interpretation.