

## Maintenance contract software

Between: Scan Sys BV, Hofweg 25, 2631 XD NOOTDORP, the Netherlands, hereinafter referred to as "Scan Sys"

Company : Name  
Adress : MailingAddress1  
City : MailingCity  
Country :

hereinafter referred to as "Client"

The CLIENT hereby entrusts the maintenance of the software set out below to Scan Sys, under the following conditions.

### Subjects of the agreement, software

ImageCapture software licence(s)  
ImageCapture software additional user licence(s)

### Location of the software

As mentioned above

### Types of support

- Telephone support related to the software licences mentioned under "subjects of the agreement".
- Remote support related to the software licences mentioned under "subjects of the agreement" via the use of an Internet support connection.
- Providing software updates and upgrades available for the software licences mentioned under "subjects of the agreement" upon request. Information relating to availability will be provided on a periodic basis via the electronic Scan Sys newsletter via the Scan Sys website.

### Response time

No more than 8 hours after the registration of a support request via an e-mail message sent to [support@scansys.nl](mailto:support@scansys.nl).

### **Invoicing**

Every year in January, Scan Sys will invoice the following amounts on an annual basis:

ImageCapture software: 18% of the total licence value for the software supplied.

During the first year: invoicing for maintenance will be on a pro-rata basis starting at the time the software was put into operation.

### **Conditions and provisions**

The contract will be fulfilled in accordance with the conditions and provisions as formulated in Appendix I.

Drawn up in duplicate in Nootdorp, the Netherlands (date\_\_\_\_)

Name and signature

Name, signature and company stamp

Scan Sys

Client

## Appendix I

### Conditions and provisions corresponding to the service and support contract

#### 1. Definitions and descriptions

- 1.1 Scan Sys: the support department at Scan Sys.
- 1.2 Response time: the guaranteed timeframe within which a support employee working for or on behalf of Scan Sys starts work, after Scan Sys has received a failure report from the client.

#### 2. Scope of action

- 2.1 These conditions apply to all of the legal relationships valid between the parties relating to the provision of services and support, and serve as a supplement to, and form an integral part of, Scan Sys' General Terms and Conditions. If, in this connection, provisions in the General Terms and Conditions and the current service and support conditions deviate from one another, the latter shall prevail.
- 2.2 In the event of support services, Scan Sys undertakes to provide the Client with the type(s) of support explicitly specified on the contract form relating to the software mentioned in the contract and for the duration of the agreed upon period.
- 2.3 In fulfilling its service obligations and/or support obligations to the Client, Scan Sys is entitled to make use of any services provided by third parties it deems qualified to do so.
- 2.4 Modifications, deletions and/or additions to service contracts and/or support contracts shall only take effect if this is agreed upon by the parties in writing.
- 2.5 Any rights derived by the Client from a service or support contract shall only be valid between the parties and are therefore not transferable to third parties.

#### 3. Effective date and duration of a contract

- 3.1 Service and support contracts take effect on the effective date set out on the contract form, and are always concluded for the minimum duration of one year, unless agreed otherwise in writing.
- 3.2 The duration of a service or support contract is always renewed automatically for a period of one year, unless the parties provide notification of cancellation of the contract at least three months prior to the end of the current calendar year, sent by registered post.

#### 4. Conditions for acceptance

- 4.1 The original software must be present on the original data carrier(s). Additionally, a recent and complete back-up must be present.

## **5. Support and program updates**

- 5.1. The activities falling under a Software support contract consist of providing telephone support relating to the use and operation of the relevant Software, and, by request, the periodic sending of program updates.
- 5.2. Support may only relate to the software releases as set out under "subjects of the agreement" for the service and support contract. The Client is required to notify Scan Sys in a timely manner regarding any change of releases.
- 5.3. Within the duration of the relevant support contract, the Client is required to report any changes they or a third party have made to the software and/or configuration or the use of equipment and/or software or components thereof, "all of this in relation to the Software to be supported".
- 5.4. The hours during which the Client may invoke its right to support services pursuant to a support contract are between 09:00 and 17:30 from Monday to Friday, with the exception of public holidays, unless otherwise agreed upon in writing in advance.
- 5.5. Scan Sys may deem itself relieved from its obligations arising from a support contract to the extent the Client has not satisfied its obligations set out in Article 4, paragraph 1, thereby rendering the providing of support services difficult.

## **6. Failure reports and response time**

- 6.1. If Scan Sys receives a failure report during normal working hours, Scan Sys is required to provide telephone support within the response time stated on the contract form. The fact that Scan Sys, in deviation from the relevant service or support contract, ever provides assistance outside of the normal hours relating to this contract, can never give rise to any rights.
- 6.2. Scan Sys will not be in default in the event the response time is exceeded, nor may it be found liable for any damages arising from any delays, if these delays are due to circumstances outside of Scan Sys' scope of responsibility.
- 6.3. The Client is required to report any failures outside of office hours to Scan Sys in a timely manner.

## **7. Prices and rates**

- 7.1. Without prejudice to the other provisions of this article, the rate applicable to either the service or support obligations shall be determined for the entire duration of either the service or support contract in advance, and the net amount must be paid in advance for each contract year.
- 7.2. Effective 1 January of every year, the contract amounts may be modified by a percentage equal to the relevant index determined by the Central Bureau for Statistics. Scan Sys must notify the Client in a timely manner of any intended modifications made on this basis.
- 7.3. If the Client is unable to agree with the modification referred to in the previous paragraph of this article, it is entitled to terminate the relevant service or support contract as of the expiry date, "in observance of the provisions found in Article 3.2 of these terms and conditions".
- 7.4. In the event the Client is entitled to a certain number of support hours per contract year as stipulated in the support contract, if these are exceeded, Scan Sys will invoice these additional hours at the rates applicable at that time.
- 7.5. The following are not included in the price:
  - a) costs related to moving, relocation, re-installation and the application of changes, or the rectification of failures resulting from these activities carried out by the Client or third parties not authorised by Scan Sys;
  - b) any activities falling outside of the scope of the contract such as the modification of software performed at the Client's request.

## **8. Payment**

- 8.1 Payment must be made within 30 days after the invoice date without any discount or compensation whatsoever, unless agreed otherwise in writing.
- 8.2 If the Client does not pay an invoice within the agreed term, the Client is in default as a result of the expiration of this term, which will mean all invoices become due immediately, whether the payment term has expired or not. Furthermore, Scan Sys also has the right to charge interest of 1% per month or part thereof, in which a part of a month counts as a full month.
- 8.3 All costs, both judicial and extra-judicial, incurred by Scan Sys to collect the amounts due from the contract will be borne by the Client. The extra-judicial costs are set at at least 15% of the amount due with a minimum of €50.

## **9. Suspension and security**

- 9.1 Scan Sys is entitled to suspend its obligations under the contract as soon as the Client fails to fulfil its obligations to pay the bill within thirty days after the invoice date and subsequently has been invited or summoned to do so by Scan Sys in writing, via a telephone request, fax or e-mail message.
- 9.2 Scan Sys is entitled to suspend the execution of its obligations under the contract as long as the Client fails to provide prepayment or security, without prejudice to the obligation to pay the due and/or any other compensation, and without prejudice to all other rights of Scan Sys.

## **10. Interim termination**

- 10.1 Each party is authorised to wholly or partially terminate this contract without further notice and prior judicial intervention, and without being liable for damages, with immediate effect, when one of the parties is granted suspension of payments via a court's judgement or has been legally declared bankrupt.
- 10.2 If the Client fails to perform any obligation under this Contract, in particular the obligation of making timely payments, Scan Sys has the right to suspend the delivery of services. If the Client remains in default, and after written notification of default, Scan Sys is entitled to terminate the Contract with immediate effect, without further notice or judicial intervention being required.

## **11. Cancellation and termination**

- 11.1 Without prejudice to the right to claim specific performance, Scan Sys is entitled, if the Client wishes to cancel the Contract, to terminate the Contract from the 1st day of the following month, whereby Scan Sys has the right to charge the Client 25% of the invoice or billed year amount as damages.

## **12. Liability**

- 12.1 Contrary to the applicable provisions contained in the Scan Sys service contract and the general terms and conditions of sale and payment, Scan Sys only accepts liability up to a maximum of €500,000 for direct damage to equipment and injury to people insofar as this damage is due to the replacement of equipment and/or components resulting in wilful or gross negligence by Scan Sys or its implementation partner or persons employed by Scan Sys for the execution of this contract.
- 12.2 Notwithstanding the provisions elsewhere in this Contract, Scan Sys is not liable for any other damages, including any consequential damages such as loss of data, loss of savings and business stagnation.

## **13. Confidentiality**

- 13.1 Scan Sys undertakes to take adequate measures to ensure secrecy with regard to all information that the Scan Sys staff come into contact with while carrying out work for the Client.

#### **14. General**

14.1 This Contract shall also apply to the Scan Sys general terms and conditions of delivery and Scan Sys general terms and conditions of payment.

Changes or supplements to this Contract shall only be valid if agreed in writing.

14.2 If any provision of this Contract is void or becomes legally invalid, the remaining provisions of this Contract will be in force. The meaning of the invalid or not legally valid provisions of this Contract will then be interpreted to ensure the preservation of its meaning in this Contract.

14.3 Unless otherwise agreed, every employee of the Client is entitled to assign projects to Scan Sys.

14.4 Only Dutch law is applicable to the Contract and any disputes arising between Scan Sys and the Client about the Contract or its implementation.

14.5 All disputes arising between Scan Sys and the Client about the Contract or its implementation shall be submitted exclusively to the competent court in The Hague insofar as statutory provisions do not dictate otherwise.

14.6 Upon expiration of its rights under this Contract, the Client shall notify Scan Sys should new hardware or software be connected to the system for which a service claim can be made in the context of this Contract.