



General Conditions

Version: AV.V.6.0

UNC INC

1 General

1.1 Applicability

These conditions are applicable to all proposals and/or deliveries made by Unc Inc and agreements and/or other legal relationships between Unc Inc and Customer, unless otherwise agreed upon in writing.

Purchase conditions or any other conditions used by Customer will not be applicable, unless explicitly accepted in writing by Unc Inc.

The General Conditions Unc Inc are filed with the Chamber of Commerce in Amsterdam under number 64721868.

Unc Inc reserves the right to make alterations and/or additions to the General Conditions Unc Inc. The modified General Conditions Unc Inc will become applicable, unless objections against modifications are made in writing within 30 (thirty) days of the notification date of the change.

Changes in and additions to the General Conditions Unc Inc and/or agreements made between Unc Inc and Customer are only valid when agreed to by parties in writing.

1.2 Definitions

Business Days:

Normal Dutch working hours (9.30-18.30 CET) and days (Monday through Friday) with the exception of public holidays.

Courses:

All courses, trainings and related activities.

Customer:

Anyone who requests and orders the delivery of Products.

Design & Development Work:

The design and development of various works such as but not limited to corporate identities, house style, graphic design, interactive design, photography, illustration, 3d, animation, games, software, scripting, websites etc. Design & Development Work is an Unc Inc Product.

Error:

The failure of an Unc Inc Product to fulfill the (functional and/or technical) specifications expressly agreed upon in writing.

Fixed Price:

The performance of activities on the basis of a prior agreed upon price.

Hosting:

A Product that consists of the hosting of a Product and/or the website of Customer.

Process-data:

The data entered within the Hosting by Customer and/or data entered by third parties.

Products:

All Unc Inc Products and/or Third Party Products provided by Unc Inc.

Subsequent Calculation:

On conclusion of the activities carried out, all costs and expenses actually incurred related to the activities will be calculated and charged.

Third Party General Conditions:

Third Party General Conditions are amongst others understood as the delivery conditions, license conditions, warranty conditions or other conditions maintained by a third party.

Third Party Products:

All products and services provided by Unc Inc, which originate from third parties and whose intellectual property rights, industrial property rights and other rights are not held by Unc Inc.

Unc Inc:

Unc Inc BV and its rightful successors or affiliated organizations and partners that will enter into an

agreement with Customer and has declared the General Conditions Unc Inc applicable.

Unc Inc Products:

All products and services provided by Unc Inc, which do not originate from third parties and whose intellectual property rights, industrial property rights and other rights are held by Unc Inc.

Warranty:

As further described in [clause 3.6](#).

1.3 Confirmation/Offers

Verbal agreements, assignments or other expressions of whatever nature by employees of a party are only valid and binding when they have been confirmed in writing by authorized representatives of such party.

All offers made are without engagement, unless the offer explicitly indicates otherwise in writing. Offers are based on the data, information or requirements made known by Customer as set out in [clause 1.5](#).

1.4 Agreements

If a proposal, contract or other similar legally binding document is sent by Unc Inc to Customer and Customer fails to return this document, signed, to Unc Inc, Customer accepts by payment of compensation to Unc Inc the contents of that document and these General Conditions Unc Inc.

Unc Inc shall commence execution of the agreement between Unc Inc and Customer only after a signed copy of the agreement drawn up by Unc Inc has been received by Unc Inc and/or having received timely payment of all amounts due in full. Should Unc Inc commence execution of the agreement prior to receiving a signed copy of the agreement and/or having received timely payment of all amounts due in full, Unc Inc reserves the right to suspend execution of the agreement pending receipt of a signed copy of the agreement and/or full payment of all amounts due.

Each party has the right to terminate the agreement wholly or partially without judicial intervention by means

of a signed registered letter. This can be done if, after notifying the breaching party in writing of a failure to fulfill its obligations, the breaching party then fails to meet the aforesaid obligations within a reasonable period of time.

Each party has the right to immediately terminate the agreement, wholly or partially, without judicial intervention through means of a non-judicial declaration and/or withdraw and/or annul an offer if the other party is a person and becomes deceased, if the other party submits a legal request for debt restructuring, if bankruptcy or suspension of payment has been filed for the other party, if the other party is in a state of bankruptcy or suspension of payment has been granted or if the other party's company is liquidated or ended for any reason other than reconstruction or company merger. In these cases, any claim by Unc Inc will be immediately due.

After the agreement has been ended, for any reason, parties can no longer obtain any of the rights provided by the agreement, leaving unhindered the existence of the obligations of both parties which by their nature continue automatically after the conclusion of their agreement, such as but not limited to, obligations concerning

property rights, confidentiality and non-competition.

1.5 Co-operation/Information requirements for customer

All assignments are carried out by Unc Inc on the basis of data, information, requests and/or requirements made known to Unc Inc by Customer.

Customer shall provide all necessary cooperation to Unc Inc and shall make timely known all useful and necessary data and/or other information required for an adequate execution of the agreement. Customer shall ensure the accuracy of this data and/or other information.

If data, information and/or requirements necessary for execution of the agreement are not provided, not timely provided and/or not provided in accordance with the agreement, or if Customer fails to meet its obligations in any other way; then Unc Inc has in any case the right to terminate or dissolve the agreement or to suspend execution of the agreement and Unc Inc has the right to charge the costs incurred at its usual rates.

If changes and/or new facts arise in regard to data, information, requests and/or requirements previously provided, Unc Inc will always be fully justified, in consultation with Customer, to adjust the agreement to these new circumstances or to dissolve or annul the agreement.

Customer is required to promptly and carefully review any proof, preliminary design, etc. sent by Unc Inc, whether or not such was requested, for faults and return such item corrected to Unc Inc.

If Customer fails to promptly approve any proof, preliminary design, etc., the delivery date shall be extended for the period that Customer failed to return such.

Unc Inc is not liable for any alterations, errors or faults in a proof or preliminary design that has been approved by Customer.

In the event Unc Inc performs activities in a location other than its own, Customer will be responsible for providing free of charge reasonably requested facilities, such as office space and telecommunication facilities.

1.6 Confidentiality/Non-competition

Unc Inc and Customer mutually commit themselves to the confidentiality of all data and information concerning each other's organization, clients, files and Products, of which they become aware while working for each other. Data and information may only be used in order to carry out the agreement between parties.

Unc Inc is authorized to place the name and logo of Customer on the Unc Inc website and/or reference list and to make them available to third parties for information, unless Customer objects to such use.

Parties will not enter into any direct or indirect commercial, employment, or other such relations with employees from the other party during the agreement and for a period of 12 (twelve) months after termination or dissolution of the agreement, without the written consent of that party.

In the event that a party breaches clause , the breaching

party will be charged, without further notification required, a fine of € 50,000 (fifty thousand euros) for each breach, undiminished the right of the non-breaching party to claim full compensation for damages incurred.

1.7 Liability

Unc Inc's total liability shall be limited, in accordance with this clause, to compensation for direct damage and to a maximum of the amount of the price stipulated in the agreement (excluding VAT) and as actually paid by Customer to a maximum of € 50.000,- (fifty thousand euros), whereby a sequence of events is regarded as one event.

Unc Inc's total liability for damage resulting from death or physical injury will in no event amount to more than € 1,000,000 (one million euros), whereby a sequence of events is regarded as one event.

Direct damage is exclusively understood as:

- a) The reasonable expenses which Customer would have to incur to make Unc Inc's performance conform to the agreement; this alternative damage shall not be compensated, however, if the agreement is rescinded by or at the suit of the Customer;
- b) The reasonable costs made in determining the cause and extent of the damage;
- c) The reasonable costs incurred in prevention or limitation of the damage, to the degree that Customer can demonstrate that these costs have led to the limitation of the damage.

Unc Inc's liability for indirect damage, including consequential damage, loss of profit, loss of savings, mutilated and/or lost data, delays, losses, damage as a result of a failure of Customer to provide the required information or assistance, damage through corporate inactivity and/or claims from third parties against Customer, is expressly rejected.

Customer indemnifies Unc Inc from all liability from third parties due to allegations as a consequence of deficiency in a product, system or service provided by Customer to third parties that consisted of a delivery made by Unc Inc.

Unc Inc does not accept any liability for damage regardless of its nature caused by Third Party Products which Unc Inc has delivered to Customer. If possible Unc Inc will transfer its rights for damage compensation from the supplier of the Third Party Product in question to Customer.

1.8 Transfer

The agreement between Unc Inc and Customer and the rights and obligations, which flow forth from this agreement, cannot be transferred to a third party by a party without the prior written consent from the other party.

Customer gives Unc Inc in advance the right, without needing the explicit approval of Customer, to transfer the whole agreement or parts thereof to:

- a) holding-, sister- and/or subsidiary companies;
- b) a third party in the case of merger or acquisition of Unc Inc.

In the event this happens, Unc Inc will inform Customer.

1.9 Force majeure

Neither party is obligated to fulfill any obligation if they are prevented from doing so as a result of circumstances, which can be considered beyond their fault, and for which a party cannot be held accountable for by law, legal act, or generally accepted practices. The aforementioned circumstances include circumstances that are beyond Unc Inc's power as well as business risks of Unc Inc.

In the event that the force majeure of either party surpasses a three month period, either party has the right to terminate the agreement without being obliged to any form of damage compensation regarding such termination.

1.10 Nullity

If one or more terms (or part of a term) of the agreement are nullified, declared to be nullified, annihilable or have lost their validity in another way, the other terms (or part of the term in question) of this agreement will remain in force undiminished.

In regard to terms (or part of the term) that are nullified, declared to be nullified, annihilable or lose their validity in another way, parties shall consult with each other to try to reach a substitute arrangement with in which the parties shall strive for the maintenance of this agreement (or the remainder of the term in question) in its totality.

1.11 Applicable law and dispute mechanism

All agreements made between Unc Inc and Customer are governed by the laws of The Netherlands, unless otherwise agreed upon in writing. Parties explicitly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.

Any dispute between parties arising under any agreement will be solved through arbitration of the Stichting Geschillenoplossing Organisatie en Automatisering (SGOA) (The Dutch arbitration court (foundation) for ICT related matters), in accordance with the SGOA's regulations for arbitration.

If the SGOA declares itself unauthorized, disputes will be placed before a qualified court in Amsterdam, The Netherlands.

Either party also may, without waiving any remedy under the agreement, seek from the qualified court in Amsterdam any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the SGOA arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

2 Unc Inc products

2.1 User license

Customer is granted the non-exclusive right to use the Products and corresponding documentation.

User rights are limited exclusively to own use of the Products for the agreed upon use.

User rights for software Products are limited to the object code. Rights to the source code are not provided, unless explicitly agreed upon otherwise in writing.

Customer may alter the Products within the agreed upon use. Any other alteration of the Products is strictly forbidden. Graphical objects may not be altered, whether or not within the agreed upon use.

It is prohibited for Customer directly or indirectly to copy or duplicate the Products in any way, without the prior written approval from Unc Inc.

User rights on the Products cannot be transferred to any third party (third parties also include affiliated and/or subsidiary companies).

Customer does not have the right to make the Products available, under any title or in any way whatsoever, to any third party (third parties also include affiliated and/or subsidiary companies).

Reverse engineering or decompilation of the Products is not permitted by Customer, unless such is explicitly permitted by law.

The user rights shall go into effect after Customer has made the required payments and fulfilled its other obligations.

The extent of the user rights on Third Party Products is

determined by the Third Party General Conditions as described in [clause 6](#).

2.2 Back-ups

Customer is allowed to make one back-up copy of the Products for safety purposes only, if a back-up is not provided for by Unc Inc.

Customer will be responsible for making timely back-ups. Unc Inc will only make back-ups if it is not possible for Customer to do so. Under no circumstance shall Unc Inc be liable for these back-ups for so far as but not limited to the complete or partial loss of these back-ups and/or errors in the back-ups.

2.3 Activities

Activities will take place without interruption on Business Days and under normal working conditions.

For every continuous period within which Unc Inc performs activities for less than 1 (one) hour at a location

other than Unc Inc's place of business, Unc Inc will be entitled to charge Customer for a minimum of 1 (one) hour.

Activities that are performed outside of Business Days are considered as overtime. The applicable rate will be increased with 50% for overtime after or before Business Days. The applicable rate will be increased with 100% for overtime on weekends and public holidays.

If parties agree that activities will take place in phases, Unc Inc will be entitled to postpone activities for the following phase until Customer has accepted in writing activities performed in the previous phase.

Unc Inc will only be obligated to follow timely and reasonable instructions given by Customer when performing activities if agreed upon explicitly in writing. Unc Inc is not obligated to follow instructions that will alter the content or scope of the agreed upon activities. In the event such instructions are followed, the activities performed will be charged on the basis of Subsequent Calculation.

Unc Inc is entitled, without the explicit consent of Customer, to make use of third parties when performing activities.

If the agreement is concluded with the objective of having activities carried out by a particular individual, Unc Inc will be entitled to replace this person with another person with the same qualifications.

3 Development

3.1 Design & Development work

All assignments consisting wholly or partially of Design & Development Work are billed on the basis of Fixed Price or Subsequent Calculation.

Parties shall specify in writing the manner of development and the Design & Development Work to be developed. Unc Inc will carry out the development activities with due care on the basis of information provided by Customer, for which information Customer ensures the accuracy, completeness and consistency.

Unc Inc is authorized, but not obliged, to investigate the correctness, completeness and/or consistency of the data or specifications provided to Unc Inc and, if it is determined that there is any inaccuracy, incompleteness or inconsistency, to suspend activities until such time as Customer has remedied the deficiencies.

The development of Design & Development Work takes place according to the project plan agreed upon amongst parties.

Where the development of Design & Development Work by Unc Inc is based on content, designs, instructions and/or other requests/contributions made by Customer, Customer is fully responsible for the content and guarantees that there is no infringement of the intellectual property rights, industrial property rights or any other rights of a third party.

Following contact between Customer and Unc Inc, a report may be provided to Customer. If Customer does not explicitly notify Unc Inc in writing of any incorrectness in the report within 5 (five) Business Days after the report has been sent to Customer, the report and its contents will be deemed to be approved and accepted by Customer. If the matter is urgent, Unc Inc may require the Customer to immediately approve or disapprove of the report.

A deviation of 10% in the prices mentioned will be deemed to be accepted by Customer and will not require further notification to and/or approval by Customer.

Intellectual property rights, industrial property rights, and other rights to Design & Development Work remain at all times with Unc Inc, as described in [clause 7.1](#), unless parties explicitly agree otherwise in writing.

The user license as described in [clause 2.1](#) is applicable to all Design & Development Work developed by Unc Inc.

3.2 Additional work

If, in the opinion of Unc Inc, a change request by Customer is in fact a request for additional work, Unc Inc will notify Customer thereof prior to performing additional work. Upon Customer's request, the notification will be followed by a specification of the price and additional conditions. Customer will decide as soon as possible whether to carry out the additional work.

It will be assumed that Customer has agreed to the performance of additional work and the connected costs, if Customer has allowed additional work to take place without raising objections in writing prior to the commencement of additional work.

3.3 Acceptance procedure

If parties explicitly agree in writing to such, an acceptance period shall be applicable to the delivery of Design & Development Work. The acceptance period for Customer runs for 14 (fourteen) days following completion of the delivery. During the acceptance period, Customer is not permitted to use the Design & Development Work for production and/or operational purposes.

The Design & Development Work shall be considered by both parties as accepted:

- a)** on the first day following the acceptance period, or
- b)** when all Errors identified in a Test Report have been repaired, notwithstanding the presence of small Errors which do not hinder acceptance, provided that the Test Report is received during the acceptance period.

If the Design & Development Work delivered and tested in phases and/or parts, the non-acceptance of a particular

phase and/or part will not delay the acceptance of an earlier phase and/or another part.

Contrary to the preceding, the Design & Development Work shall be considered as accepted if Customer uses the Design & Development Work in any manner for productive or operational purposes before the moment of acceptance. The Design & Development Work shall be considered as accepted from the beginning of any such use.

Acceptance of the Design & Development Work may not be withheld on grounds other than those which are related to specifications which have been expressly agreed upon between the parties nor, furthermore, due to the presence of small Errors which do not reasonably impede putting the Design & Development Work into productive or operational use.

3.4 Test report

If it becomes apparent during the acceptance period that the Design & Development Work contain Errors, which

hinder the progress of the acceptance test, Customer shall inform Unc Inc no later than the last day of the acceptance period of the Errors in a written and as detailed as possible Test Report. In which case the still remaining acceptance period will be interrupted until such time as the Design & Development Work is so modified that the Errors are repaired.

3.5 Errors

An Error only exists where such can be demonstrated and reproduced. Customer is required to immediately report possible Errors to Unc Inc.

Every right to repair of Errors lapses if the Products provided by Unc Inc are altered in any way or form.

The repair of Errors shall take place at the location to be determined by Unc Inc. Unc Inc is entitled to install temporary solutions, emergency solutions, detours and/or other problem-avoiding measures in the Products.

3.6 Warranty

For a period of 3 (three) months (Warranty period), commencing upon acceptance (if the moment of acceptance is unclear the date the agreement was entered into shall apply), Unc Inc shall strive to repair any Errors to the best of its ability, provided these Errors have been reported in detail in writing to Unc Inc within the Warranty period. Unc Inc, at Unc Inc's sole discretion, is entitled at its expense to repair, modify or replace the Products.

Unc Inc is entitled to invoice its usual prices and the costs for repair, modification or replacement of the Products if the Error is deemed to be caused by mistakes made by Customer, the result of improper and non-careful use by Customer, the result of other causes that may not be attributed to Unc Inc or if Customer could have reasonably detected the Error during the acceptance period.

The Warranty does not cover the reconstruction and/or repair of mutilated and/or lost data and/or information. Unc Inc does not warrant that the Products shall function without interruption or without Errors, are suitable for

every intended use of Customer and/or will lead to results desired by Customer during or after the Warranty period. The Warranty obligation is void if Customer alters the Products, or has them altered.

After termination of the Warranty period, Unc Inc shall not be bound to repair, modify and/or replace the Products, unless parties have agreed otherwise.

The Warranty provided on Third Party Products is limited to the Third Party General Conditions as maintained by the supplier of Third Party Products as described in [clause 6](#).

4 Delivery

4.1 Delivery

Delivery of the Products takes place when they are made available to Customer in accordance with the agreement amongst parties.

The delivery of services by or through Unc Inc takes place at the place and time that the services are performed.

4.2 (Delivery) Dates

All (delivery) dates which may be named by and may be applicable to Unc Inc are determined to the best of Unc Inc's knowledge on the basis of information made known to Unc Inc and will be taken into consideration as much as possible.

(Delivery) dates shall not be considered to be absolute (delivery) dates within which must be delivered, but a time period within which Unc Inc shall strive with best efforts to

deliver the agreed upon items, unless parties specifically agree in writing to a fixed (delivery) date.

If it is not possible to keep to the (delivery) date, then Unc Inc and Customer will consult with each other to agree on a substitute (delivery) date.

4.3 Risk

From the moment of delivery Customer will bear the risk of the Products delivered. Customer will therefore be held accountable for full payment of the Products delivered regardless of the destruction of or the decline in value of the Products delivered due to circumstances for which Unc Inc cannot be held accountable.

The aforementioned will also be applicable from the moment in which Customer does not make it possible for Unc Inc to make a delivery.

4.4 Installation and implementation

Unc Inc will only install and/or implement the Products or have them installed and/or implemented if agreed upon in writing.

Prior to installation and/or implementation Customer will see to it, at its own expense, that all conditions required by Unc Inc have been met in order to ensure a successful installation and/or implementation.

Customer will ensure and is entirely responsible for fulfilling the necessary Third Party General Conditions in order to let installation and/or implementation take place legally.

If, due to Customer's fault, implementation and/or installation has not been performed within the agreed upon time schedule, Customer will make payments as if implementation and/or installation has been performed, undiminished the obligations of Unc Inc to proceed with installation and/or implementation at a later time period.

5 Courses

5.1 Application

Participation in Courses must be applied for at least 2 (two) weeks prior to commencement of the Course. If the requested Course is fully booked, Customer shall be notified.

Immediately after receipt of an application Unc Inc will send a confirmation of receipt regarding the applied for Course. The confirmation will be considered to reflect the application correctly and completely, unless objections are made in writing within 3 (three) Business Days.

Courses are given against the current applicable rate. Unc Inc has the right to charge costs made such as rent for office space, Course materials, etc.

5.2 Cancellations

Unc Inc reserves the right to cancel a Course if the

required number of applications is not met. If such cancellation takes place Customer will initially be notified at least 1 (one) week prior to commencement of the Course. Any Course fees paid will be reimbursed. Customer may also decide to participate in the Course against a higher fee. This will be arranged in consultation.

Cancellations made by Customer 4 (four) weeks prior to commencement of the Course are free of charge, after which 50% of the indebted Course fee will be charged. Unc Inc will be entitled to charge 100% of the indebted amount for cancellations made within 1 (one) week or after commencement of the Course.

5.3 Execution

Unc Inc will strive with best efforts to provide the Course in accordance with the published schedule but will not

be liable if the Course must be canceled due to special circumstances. In such an event Unc Inc will strive within reason to provide the Course or the remainder of the Course at a later time period. If this is not possible, previously paid Course fees will be proportionally reimbursed.

5.4 Refusal participants

- a) Unc Inc reserves the right to refuse participants to a Course:
- b) if payments due have not been fully paid yet and/or on time before commencement of the Course;
- c) due to competitive reasons or other reasonable grounds for Unc Inc.

6 Third party products

6.1 Third party products

Unc Inc has the right to deliver Third Party Products or make use of Third Party Products in fulfilling its obligations flowing forth from the agreement. Unc Inc is not responsible for Third Party Products, unless agreed upon otherwise in writing.

If Unc Inc delivers Third Party Products to Customer, the Third Party General Conditions will be applicable to the agreement in addition to these General Conditions Unc Inc.

Unc Inc will deliver rights for Third Party Products under the same conditions as indicated in the Third Party General Conditions.

No services will be carried out by Unc Inc on Third Party Products, unless agreed upon otherwise in writing.

6.2 Third party general conditions

Third Party General Conditions that are declared applicable in these General Conditions Unc Inc shall be provided on request. Third Party General Conditions will be delivered in the same format and language as received by Unc Inc.

7 Intellectual property rights

7.1 Rights of customer and Unc Inc

All intellectual property rights, industrial property rights, and other rights resulting from all activities carried out by Unc Inc, regardless of where and when carried out, reside with Unc Inc or its third party licensor, unless parties explicitly agree otherwise in writing.

Customer acknowledges that all present and future intellectual property rights, industrial property rights and other rights shall be and are hereby assigned or will be transferred to Unc Inc or its third party licensor.

Customer is not permitted to remove or alter any designation concerning intellectual property rights, industrial property rights, other rights, trademarks and trade names from the Products.

In the event that any party makes functional improvements or other adjustments in the Products, the intellectual property rights, industrial property rights and other rights vested in the improved or adjusted Product will remain unchanged with Unc Inc or the rightful third party. If the above mentioned rights do not belong to Unc Inc or the rightful third party, Customer will cooperate in transferring the above mentioned rights to Unc Inc or the rightful third party.

All intellectual property rights, industrial property rights or other rights of Course material and/or other documentation will remain with Unc Inc. Customer is explicitly not permitted to duplicate and/or transfer such to a third party for permanent or temporary use. Customer will ensure that its employees and/or third parties comply with the foregoing obligation.

If Customer, for the execution of an agreement, makes material available such as but not limited to raw materials, accessory materials, drawings and software to Unc Inc, these materials shall remain property of Customer. Unc Inc will keep these materials with due care and clearly separate such from materials not belonging to Customer.

These materials must be immediately returned upon completion of the agreement or the delivery to which they pertain.

Customer indemnifies Unc Inc from any allegation to the effect that the materials provided by Customer for use by Unc Inc violate an intellectual property right, industrial property right or other right.

If Unc Inc has a justifiable suspicion that the materials violate a third party's rights, Unc Inc is entitled to suspend its obligations under the agreement until a final court ruling has ruled that Customer has the right to use such materials.

7.2 Indemnification

Unc Inc shall protect Customer from any allegation to the effect that the Unc Inc Products violate a copyright valid in the Netherlands. Unc Inc shall pay the damages, expenses, and court costs that Customer is ordered to pay by the final court ruling, provided that Customer:

- a) notifies Unc Inc immediately, but no later than within 10 (ten) days after Customer becomes aware of the infringement or could have become aware of the infringement, in writing of the existence of the allegation of infringement; and
- b) gives the case completely over to Unc Inc, including all negotiations and arrangements that might lead to a settlement.
- c) In case of any such allegation or possible allegation, Unc Inc reserves the right to obtain a license or sub-license on the Unc Inc Product in question or to change or replace the Unc Inc Product in such a way that the Unc Inc Product will no longer infringe a copyright valid in the Netherlands. If, at Unc Inc's sole discretion, the foregoing remedies are not a reasonable option, Unc Inc has the right to take the delivered Unc Inc Product back against reimbursement of payments made for the Unc Inc Product in question, minus a reasonable compensation for having made use of the Unc Inc Product.

Unc Inc shall not indemnify Customer against an action in the event that:

- a) such is based on the fact that the Third Party Products provided to Customer violate an intellectual property right, industrial property right or other right valid in the Netherlands or elsewhere;
- b) what has been provided by Customer is part of or is delivered in conjunction with a Product and this combination results in a violation of an intellectual property right, industrial property right, or other right valid in the Netherlands or elsewhere;
- c) Customer has made a change in or to the Product.

7.3 Transfer of intellectual property rights

If parties explicitly agree to the transfer of the intellectual property rights, industrial property rights, and other rights in a Product to the Customer, then the following shall be applicable.

Unc Inc warrants that Unc Inc is the owner of all copyright in the Product transferred.

Unc Inc transfers all current and future intellectual property rights in the Product to the Customer.

The transfer of the intellectual property rights in a Product to the Customer is provided under the suspended condition that the Customer pays the agreed compensations fully and timely. In case of failure to pay, the Customer must return the Product to Unc Inc at the Customer's expense within one week of receiving the instruction from Unc Inc to do so. All other remedies in law remain applicable.

7.4 Materials belonging to customer

If Customer, for the execution of an agreement, makes material available such as but not limited to raw materials, accessory materials, drawings and software to Unc Inc, these materials shall remain property of Customer. Unc Inc will keep these materials with due care and clearly

separate such from materials not belonging to Customer. These materials must be immediately returned upon completion of the agreement or the delivery to which they pertain.

Customer indemnifies Unc Inc. from any damage compensation regarding any claim, accusation or court procedure from a third party with regard to the materials made available to Unc Inc pursuant to clause .

8 Prices/Payments

8.1 Prices and payments

All prices exclude VAT and other levies imposed by the government. The amounts invoiced to Customer will include applicable VAT and other levies possibly imposed by the government.

Unc Inc will invoice the amount, appropriately itemized, owed by Customer on a monthly basis to Customer and/or other term indicated in the agreement. Customer will pay all amounts indebted within 30 (thirty) days of the invoice date. These payments will not be subject to compensation or deduction other than when permitted by law.

Should Customer fail to fulfil any payment obligation, Customer is in default after receiving notification of the breach and failing to cure the breach within 14 (fourteen) days. Unc Inc reserves the right to charge all incurred costs to Customer, including judicial and extra-judicial

expenses, with regard to the collection of debts from Customer.

Until full payment has been made, Unc Inc has the right to suspend all services and obligations to Customer. Customer's obligation to meet Customer's commitments remains unchanged.

The indebted amount in clause may be increased with order costs, postage costs and costs of third parties. An increase can also take place in the event that activities have to take place outside of Unc Inc's office. In the event that activities need to take place outside of Unc Inc's office, hourly rates, travel and waiting time compensations, hotel expenses and any other costs connected to such services may be charged. The travel and waiting time compensation amounts to 50% of the current hourly rate. The means of transportation will be determined by

Unc Inc. The foregoing is also applicable on services provided outside of The Netherlands.

Above mentioned paragraphs leave all the legal rights of Unc Inc unhindered, when Customer fails to meet Customer's commitments.

8.2 Price changes

Unc Inc has the right to change its prices on an annual basis. Unc Inc will offer Customer the possibility to become acquainted with possible changes in prices. If Customer does not agree with a price change, Customer will only be permitted to terminate the agreement from the date the change in price becomes applicable, if the total price increase during 1 (one) year exceeds the annual inflation rate of the current year (or previous year for price increases announced for the next year) as published by the CBS (Dutch Bureau for Statistics) by 5%.

8.3 Fixed price/ Subsequent calculation

Unless Unc Inc can appeal to clause , extra hours will not be charged if parties have agreed to a Fixed Price.

When charges are to be based on Subsequent Calculation, Unc Inc shall provide a global estimate of the expected costs before commencing the agreed upon activities. Upon conclusion of the activities carried out, all costs actually incurred related to the activities will be calculated and charged. Customer is aware that there is a possibility that the previously made estimate could be lower than the costs actually incurred. If no agreements have been made regarding billing, activities will be performed on the basis of Subsequent Calculation.

8.4 Advance

Unc Inc has the right to charge payments in advance. If full payment of the advance is not made, Unc Inc has the right, undiminished its other rights that may flow forth

from the agreement, to suspend all its obligations and all amounts owed by Customer will be immediately due.

8.5 Payment schedule

If parties agree to a payment schedule, the following payment schedule will apply to Customer:

- a)** First term, 30% of the amount due will be paid as an advance;
- b)** Second term, 40% of the amount due will be paid in equal parts on a monthly basis between the moment of entering into the agreement and the expected delivery date of the Product;
- c)** Third term, 30% or the remainder of the amount due will be paid immediately after delivery.

If the agreement has a contract value of € 10,000 (ten thousand Euros) or less, then the payment schedule, if applicable, shall be two equal payments.