

Tucana Telecom BV

Minervum 7446-k

4817 ZG Breda

The Netherlands

Tel: +31 76 57 94 111

info@tucana.com<https://www.tucana.com>

Tucana Telecom BV's exclusive agents are:

Tucana NV/SA

Miraeusstraat 10

2018 Antwerp

Belgium

Tel: +32 3 23 76 326

Tucana Telecom SAS

129-137 boulevard Carnot

78110 Le Vésinet

France

Tel: +33 1 30 09 20 90

Tucana Telecom GmbH

C/o Keller-Menz Rae

Ickstattstr. 1

80469 München

Germany

Tel: +49 89 54 03 09 69

Goods is entirely excluded. Deviations from these General Terms and Conditions are only applicable if expressly confirmed by both parties in writing.

1.3 All quotations submitted by Tucana are without engagement. If no validity period is indicated, quotations are valid 30 calendar days from the date of issue. All data provided by Tucana, such as sales brochures and the like are subject to change at any time without prior notice and are not binding for Tucana.

1.4 All orders to Tucana will be confirmed by Tucana in an order acceptance document, issued by Tucana to Customer. The contract enters into force by means of Tucana dispatching the order acceptance to Customer. Unless a mutually signed document is available, the order acceptance document serves as Contract.

1.5 Installation services

a. Installation Services for Products can be quoted upon request and are recommended unless the Customer is familiar with the Product and has previous installation experience with this Product. If installation services are not contracted for, any additional support during installation will be provided at the then current rates. Hand-held equipment and stand-alone equipment require no installation services.

b. Quotations for installation or cabling services assume that the Customer has all necessary system elements, including cables on site, that the site meets the environmental specifications for the Products, that an installation is limited to one site.

c. Should the Customer not be prepared for the installation or cabling upon arrival of Tucana personnel, Tucana will reschedule the service and Customer will be charged a Restart Fee.

1.6 Consulting means the provision of Consult with regard to automation and/or organisation, the performance of feasibility studies, the performance of consultancy, the performance of system analyses, the selection of equipment, the provision of support with the development of Software, the giving of tuition, courses or training, and/or the organisation or courses or training.

2. Prices / fees, payment terms, security

2.1 All prices and fees contained in the order acceptance document are firm. Tucana can, at Tucana's discretion, consider any modification of the order as an additional order, which is again subject to order acceptance. All prices for orders above € 1.500,- are based on delivery DDP (to the installation address within the European Community), according to the Incoterms of the International Chamber of Commerce,

valid on the delivery date. Prices are exclusive of VAT and any other applicable taxes.

2.2 Prices and fees for Products shall be due from the delivery date. All prices and fees due shall be paid in full, without any deduction, discount or settlement, within 30 calendar days from the date of invoice by means of a secured and by Tucana approved way of payment. Tucana shall provide Customer with the concerned invoice timely. For payment terms exceeding 30 days, the following increase in prices applies:

30 days end of month: + 0,5%;

60 days net: + 1,5%;

60 days end of month: + 2,0%.

2.3 On any delayed payment, Customer shall, as of the date of delay and without any summons being required, incur a late payment interest of ECB-rate plus 7 percentage points, with a minimum of 1,5% for the first month, or part thereof, as well as all costs related to the collection, whether or not with interference of the court, such cost being fixed at 15% of the concerned amount. This provision applies without prejudice to Tucana's right to suspend any of its outstanding commitments in case of Customer's late payment or to cancel the part of the contract, not yet executed by means of a written declaration.

2.4 Payments made by Customer always serve in the first place to settle any interest and costs payable and secondly, to settle the outstanding invoices which have remained unpaid longest, even if Customer indicates that payment is made to settle an invoice of a later date. If Tucana has good reasons to fear that Customer will not or not timely be able to meet its payment obligations, Tucana shall, before and during the execution of the contract, be entitled to demand additional payment conditions or to suspend the execution of its obligations under the contract until Customer, upon Tucana's request and within a requested period, has provided sufficient security for the fulfilment of its payment obligations.

2.5 Partial or complete cancellation of an assignment or order by Customer is allowed only after written permission of Tucana and on the condition that products supplied and services performed by Tucana will be paid. Cancellation fees are a minimum of 20% of the order value and depend on Manufacturer's policy.

2.6 Prices quoted can be depended on an exchange rate to a foreign currency. If the exchange rate deviates more than 2% on the moment of ordering, the prices will be adjusted.

1. Definitions

1.1 These General Terms and Conditions are applicable to all communications, offers and orders concerning the Sale and Licensing of products as well as the provision of all related services by Tucana Telecom, unless expressly stated otherwise in writing. In these General Terms and Conditions the following definitions are applicable:

"Tucana" means Tucana Telecom BV, Minervum 7446-k, 4817 ZG Breda, The Netherlands, Phone: +31 76 5794 111; and/or their exclusive agents: Tucana NV/SA, Antwerp, Belgium; Tucana Telecom SAS, Le Vésinet, France and/or Tucana Telecom GmbH, Munich Germany.

"Customer" means the contractual party of Tucana or, as the case may be, the party to which Tucana has submitted its quotation;

"Products" means all hardware and/or software products, purchased or acquired by Customer from Tucana. These products are also separately referred to as "Hardware Products" and "Software Products";

"Services" means all hardware maintenance, software support, consultancy and customisation services, relating to Products.

"Manufacturer" means Manufacturer of Products, supplier of Tucana, as mentioned in the Contract.

1.2 Any applicability of general terms and conditions of Customer is expressly denied. The applicability of the Vienna Convention of April 11, 1980 on the International Sale of

Belgium

Tucana NV/SA

Miraeusstraat 10

2018 Antwerp

Tel: +32 3 23 76 326

RPR/RPM Antwerp

BTW/TVA BE0801 202 083

info@tucana.com**France**

Tucana Telecom SAS

129-137, boulevard Carnot

78110 Le Vésinet

Tel: +33 1 30 09 20 90

RCS Versailles 441 810 033

TVA FR92 441 810 033

SIRET 441 810 033 00023-APE4652Z

Germany

Tucana Telecom GmbH

C/o Keller-Menz Rae, Ickstattstr. 1

80469 München

Tel: +49 89 54 03 09 69

HRB Munich 140.996

MWS DE813 393 203

WEEE-Reg.Nr. DE 63765350

Geschäftsführer Koen Gielen

The Netherlands

Tucana Telecom BV

Minervum 7446k

4817 ZG Breda

Tel: +31 76 57 94 111

KvK 28073947

BTW NL803 125 148 B01

www.tucana.com

3. Delivery, delivery dates, acceptance of the Products

3.1 The Products shall be delivered DDP for orders over € 1.500,- at the installation address in the European Community, as shown on the invoice or the order acceptance document. Following the rules on W.E.E.E. Tucana may charge the relevant fee for making available packing materials and return packaging services. For smaller order amounts, Tucana may charge transport and handling amounts.

3.2 All delivery dates submitted by Tucana are approximate. Tucana shall do its utmost to comply with any submitted delivery date but shall not be bound by such. Non-compliance with delivery dates or partial deliveries shall not entitle Customer to terminate the contract in whole or in part, nor shall it give Customer the right to compensation of damage, unless in case of gross negligence on the part of Tucana.

3.3 The following circumstances will suspend the delivery:
- non-compliance with any payment obligation by Customer;
- all cases of force majeure as described in article 10, paragraph 1.

3.4 Acceptance of the Products is deemed to have taken place upon delivery. Only if agreed in advance in writing, a separate acceptance procedure will be applied. For the purpose of acceptance, Tucana shall demonstrate that the Products are offering the functionality as described in the applicable specifications. Any successful acceptance shall be recorded in an Acceptance Protocol, which shall be signed by both Tucana and Customer. The date shown on the Acceptance Protocol shall serve as the date on which the Products are formally accepted. Minor defects, which do not encumber the operational use of the Products, shall not give reason for not signing the Acceptance Protocol. Tucana shall remedy such defects as soon as possible.

3.5 Any claims regarding the shipment or invoice should be made in writing and received by Tucana within 2 days of the date of receipt or invoice date.

3.6 Transport of products to the customer's address is done at Tucana's risk and costs; transfer of risk upon delivery at the customer's address

4. Reservation of title, security

4.1 The ownership of the Products is not transferred to Customer until it has fulfilled all of its payment obligations. In case of any non-fulfilment of such obligations as well as in case of bankruptcy, suspension of payment, liquidation or winding up of Customer or Customer's company, Tucana shall be

entitled to take the products, delivered under reservation of title, back without any summons. In such case, the contract shall have been terminated as well, without interference of Court and without prejudice to Tucana's right to full compensation of damage.

4.2 As long as the reservation of title is valid, Tucana shall be given free access to the Products after written notification to customer. Customer shall fully cooperate with Tucana in order to enable Tucana to effectuate the above-mentioned reservation of title by taking the Products back.

4.3 As long as the ownership of the Products has not passed to Customer, Customer shall, without written permission of Tucana, neither be entitled to dispose of the Products in whatever form, nor to encumber or pledge the Products or to bring same in any other way under the control of third parties. Tucana can make its permission subject to further conditions. If third parties intend to claim the Products supplied under reservation of title or arrange for them to be claimed, Customer shall be obliged to notify Tucana immediately thereof.

4.4 Customer shall be obliged to assist Tucana in all reasonable measures Tucana intends to take in order to protect its right of ownership with respect to the Products and which do not unreasonably interfere with Customer's normal business operations.

5. Software licensing

5.1 The software Products are only made available to Customer on the basis of a perpetual, non-exclusive, non-transferable right to use, for its own internal purpose.

5.2 The Software and all parts and copies thereof and all copyrights and other intellectual property rights therein, as well as the media on which it is delivered, remain the sole and exclusive property and trade secret of Tucana on behalf of manufacturer. Customer has no right in the Software except as expressly licensed hereunder.

5.3 Customer shall not modify, adapt, translate, reverse engineer, decompile or disassemble the Software. The foregoing is without prejudice to Customer's right under applicable legislation which has incorporated the European Guidelines on Software Protection (91/250/EEC).

5.4 Customer shall not remove or alter any trademark, copyright or other proprietary notice contained on or in the Software.

5.5 Customer agrees to take reasonable security precautions to prevent disclosure of the Software to third parties and to protect and maintain the confidentiality of the

Software. Customer shall immediately notify Tucana of any unauthorised disclosure.

5.6 Customer may not make any copies, except that Customer may make one complete backup copy of the Software for emergency or archival use.

5.7 Any specific Manufacturer's conditions to the licensing of Software will be marked in the Contract or added to the Software.

5.8 During the warranty period, as defined by the Manufacturer, Tucana's Software warranty is that Tucana will make a reasonable effort to correct any documented nonconformity reported in writing to Tucana and ensure that the software will be in conformity with Tucana's specification.

6. Confidentiality

6.1 Both Tucana and Customer recognise that during the execution of the contract it may be necessary to exchange confidential and proprietary business information such as, but not limited to, names of customers and prospects, pricing- and other sensitive product information, hereafter referred to as "Confidential Material". Both Tucana and Customer agree to take all reasonable security precautions to prevent disclosure of the Confidential Material.

6.2 However, the recipient of the Confidential Material shall have no obligation with regard to the Confidential Material to the extent it is:
a) generally disclosed by the disclosing party without restrictions on confidentiality, b) rightfully supplied to the recipient by a third party without restrictions on confidentiality, c) otherwise made publicly known without any fault on the part of the recipient, or d) developed by the recipient independently.

6.3 Customer shall not unreasonably withhold approval for Tucana to issue a press release regarding a contract. Tucana is obliged to use general terms and respect any Confidential Material and submit the text for prior approval to Customer.

6.4 Tucana may use third parties for the execution of the Contract; the costs involved will be passed on to the Customer in line with the quotations provided. Third parties are bound to the same Confidentiality as specified herein.

7. Warranty

7.1 During the warranty period specified in the contract for each of Products, Tucana warrants that the Products shall be free from defects in material and/or workmanship and shall substantially operate in accordance with Tucana's applicable specifications. However, due to the nature of software products, not all problems with respect to such problems, can or will be corrected. If no warranty period is specified in the Contract, a period of 3 months applies. All warranty periods start on the date of delivery.

7.2 Warranty claims can only be taken into account if submitted during the warranty period and accompanied by a detailed description of the defect, made by a knowledgeable representative of Customer. Tucana shall be under no warranty obligation if the defect is caused by events such as, but not limited to: a) improper or injudicious use of the Products, b) problems in external sources such as power supply and/or communication lines, c) modification of the Products by others than Tucana without Tucana's prior approval.

7.3 All services provided by Tucana, not falling under Tucana's warranty, shall be charged to Customer at Tucana's then prevailing rates. Examples of these are installation, Consulting, Training. Unless otherwise mentioned, quotations for these services exclude travel costs and expenses.

7.4 If Customer does not, not completely or not timely comply with its contractual obligations, Tucana shall be under no obligation to provide any services whatsoever.

7.5 Commodities and articles of consumption (such as batteries, cables, CD/DVD) have no warranty.

8. Patent and/or copyright defence and indemnity

8.1 Tucana shall defend and indemnify Customer, at Tucana's expense, against any claim or suit against Customer, based on any alleged violation of a patent or copyright through Customer's use of the unmodified Products in accordance with Tucana's applicable terms and conditions and shall pay all costs, settlements or judgements finally awarded, provided however that Tucana's payment obligations hereunder shall not exceed the amounts paid by Customer for the Products having caused the infringement. The above defence and indemnity shall be provided under the condition that: a) Tucana shall have sole control over any such suit or proceeding, including, without limitation, the right to settle on behalf of Customer on any terms Tucana deems desirable, b) Customer

takes such actions as Tucana may reasonably request at Tucana's expense and c) Customer gives Tucana prompt and timely written notice of any claim.

8.2 If a judgement is obtained against Customer's use of the Products or if Tucana feels there is a likelihood of a claim of infringement, Tucana shall, at its sole option and expense:

a) modify or substitute the relevant Product (but provide Customer with substantially the same functionality),

b) obtain for Customer the right to the continued use of the relevant Product or

c) terminate and take back the relevant Product. In the latter case, Tucana shall refund Customer the purchase price or license fee, less a reasonable charge for use to the date of termination.

8.3 Tucana shall have no liability to Customer whatsoever for loss or damage resulting from a claim of infringement, based upon or arising from a) Tucana's compliance with Customer's designs, specifications or instructions, b) the use of the Products in combination with any equipment, product, software or data not manufactured, designed or assembled by Tucana, c) the use of the Products for the implementation of a process or d) any alteration or modification of the Products.

8.4 The above states Tucana's entire liability for any patent and/or copyright infringement through Customer's use of the Products.

9. Liability, hold harmless

9.1 Without prejudice to Tucana's liability under any applicable legal provision, Tucana's liability shall be expressly limited to the fulfilment of the warranty obligations as contained in article 7. Any claim arising out of- or related to business interruption and/or other forms of indirect or consequential damage is expressly excluded.

9.2 Customer shall be solely responsible for the protection of its electronic data and information through installation of the most recent computer virus detection programmes and the timely making of back-ups. Tucana shall never be liable for any damage, relating to the loss or mutilation of electronic data and information, nor for the restoring of same.

9.3 If and to the extend Tucana is held liable by any competent judge, notwithstanding the provisions of paragraph 1 above, Tucana's liability towards Customer shall under all circumstances be limited to the purchase price or license fee Customer paid Tucana for the relevant hardware or software or, if the liability is established in relation to

maintenance or support services, the relevant annual maintenance or support fee, or, if none of these apply, the maximum insurance amount.

9.4 Customer shall hold Tucana harmless against any and all claims from third parties relating to damages in reference with Products and Services supplied by Tucana for which Tucana is not liable according to these General Terms and Conditions.

10. Miscellaneous provisions

10.1 Tucana shall be entitled to invoke force majeure, which is understood to mean any circumstances which interfere with the execution of the contract and which cannot be attributed to Tucana. Force majeure includes events such as but not limited to: strikes, occupations, a shortage of raw materials and other equipment or services, required for the fulfilment of the contractual obligation, unforeseeable stagnations at suppliers or other third parties on whom Tucana depends and all other matters and facts beyond Tucana's control.

10.2 Parties shall not assign or transfer any of its rights or obligations concerning their relation to each other without each others prior written consent. The Contract shall be binding upon and injure to the benefit of the successors and assigns of both Tucana and Customer as permitted herein.

10.3 No provision in any of the agreements to which these General Terms and Conditions apply shall be construed to constitute or create a joint venture, partnership or formal business organisation of any kind. Neither party shall have any authority to bind the other and neither party assumes any liabilities of the other party.

10.4 As long as any agreement concerning the Products with a certain validity period is in force and during 2 years after its termination, Customer and Tucana shall not directly or indirectly hire, whether as an employee, an independent contractor or in any other capacity, each other's personnel, unless with the prior written consent of the other party.

10.5 The provisions of article 2, 4, 5, 6, 7, 8 and 9 shall survive any termination of the contract.

10.6 The Dutch Law shall exclusively be applicable to all relationships to which these General Terms and Conditions apply and to all contracts resulting there from. All disputes between Tucana and Customer, including those which are considered as such by one party only, shall be settled by the competent courts in The Netherlands.