GENERAL CONDITIONS OF POSTNL SHORE B.V.

1.   SCOPE

1.1.   These are the General Conditions that apply to the provision of services (the "**Services**") by PostNL Shore B.V. ("**PostNL Shore**").

1.2.   Supplementary conditions may apply to some specific Services. Such supplementary conditions will apply in addition to these General Conditions of PostNL Shore, and where they deviate in deviation therefrom.

1.3.   The applicability of any conditions (including General Conditions) applied by the other party contracting with PostNL Shore ("**Client**") are expressly rejected.

2.   DELIVERY OF THE SERVICES

2.1.   The substance and extent of the Services will be determined by the most recent service specification (the "**Service Specification**") for the Services concerned that has been made available to Client by PostNL Shore.

2.2.   PostNL Shore will make every effort to ensure the timely availability and quality of the Services; in doing so, PostNL Shore will observe the service levels and procedures included in the most recent service level agreement for the Services (the "**SLA**") provided to Client by PostNL Shore.

2.3.   Where reasonably possible, PostNL Shore will notify Client in writing (by e-mail or by post) of material changes in the Services at least 30 calendar days in advance by publishing a new SLA and/or Service Specification or a supplement thereto.

2.4.   PostNL Shore will be entitled to suspend provision of the Services temporarily if this is necessary in connection with a change which is to be made or in connection with preventive and/or corrective maintenance regarding the Services. Where possible, PostNL Shore will notify Client in advance in writing of work planned by PostNL Shore, or by third parties of which PostNL Shore is aware, that will have a foreseeable material impact on the Services.

2.5.   In providing the Services, PostNL Shore will make every effort to contribute to achieving the objectives for which the Services are intended, in accordance with the provisions in the Service Specification, but will not be deemed to fail attributably vis-à-vis Client if said objectives are not achieved, unexpectedly and/or in spite of PostNL Shore's efforts.

3.   OBLIGATIONS OF CLIENT

3.1.   At the start of the Services and during acceptance of the Services, Client must provide PostNL Shore, in good time and whether or not requested to do so, with all information and data necessary for provision of the Services. Client undertakes that said data will be provided complete, correctly, and on time.

3.2.   Specifically, Client will enter into consultation with PostNL Shore in good time regarding the reservation of extra capacity for dealing with peaks or intermittent growth in its acceptance of the Services so as to prevent overloading of the Services or the networks and systems of PostNL Shore and/or PostNL Shore's suppliers.

3.3. PostNL Shore will not be subject to any responsibility for checking the completeness or correctness of information or data provided by Client. If, however, information about this is provided by PostNL Shore, such provision will be without obligation and without any liability being accepted in respect of such provision.

3.4. Client must immediately notify PostNL Shore of any disruptions in the Services. Client must lend its full cooperation to any investigation of disruptions. If a disruption is not in fact identified or is caused by Client itself, PostNL Shore reserves the right to charge Client reasonable costs in respect of investigating the reported disruption.

3.5. Client must check whether PostNL Shore has correctly, and entirely in accordance with Client's wishes, taken over and processed the data provided (for example input for message layouts, dispatch instructions, file definitions, and other instructions relating to the structure or implementation of the Services that are specific to Client). PostNL Shore must be notified immediately of any errors. Client will be deemed to have had the opportunity to carry out such checking whenever PostNL Shore has sent processed data to Client.

3.6. Client will bear the final responsibility regarding its legal obligations when making use of the Services. Client is specifically notified of its own responsibility to ensure that all data necessary for keeping its financial records are kept available and archived. Client is notified in this regard that, unless explicitly indicated or agreed for specific data, data that is received, sent, or otherwise processed with the Services, insofar as such data has been made available via the Services as part thereof, will never remain available on PostNL Shore's online systems, in so far as relevant, for longer than forty (40) days. In some cases, certain data may still be reconstructed at Client's request from PostNL Shore's backup media, but this cannot be guaranteed and PostNL Shore will be entitled to make an additional charge for this.

3.7. It is the responsibility of Client to ensure that in utilising the Services it complies with the applicable legislation and regulations, including as regards the content of the messages that it receives via the Services.

4. PRICES AND PAYMENT FOR THE SERVICES

4.1. PostNL Shore will be entitled to increase the agreed prices or rates for the Services under current agreements once each year in line with cost price trends on the market. Client will be notified in writing of such price increase at least one month before the increase takes effect.

4.2. All prices for services will be exclusive of value added tax or any other applicable taxes or levies and, unless explicitly indicated to the contrary, will be expressed in euros.

4.3. All payments to PostNL Shore must be made within 30 days after the date of the bill, in a manner indicated by PostNL Shore and in the currency in which the invoice is drawn up. Client will not be entitled to suspend any payment or to set off payment against any claim (or alleged claim) vis-à-vis PostNL Shore.

4.4. Unless explicitly indicated or agreed otherwise, subscriptions, licences, and charges for connection and implementation, or similar fixed non-usage-dependent payments for services, are payable in advance. Where periodic payments are concerned, and unless explicitly indicated or agreed otherwise, these will be payable in advance per usage period (month/quarter/year).

4.5. Usage-dependent payments or payments for work billed for on the basis of hours worked are payable monthly in arrears on the basis of the recorded usage or time worked and the costs incurred; the measurements/records in PostNL Shore's systems will be decisive in this regard.

4.6. In the event of Client disputing the amount of usage-dependent payments, PostNL Shore will investigate such in a reasonable and as far as possible transparent manner and will inform Client of the results of such investigation. Client will explicitly not be entitled to suspend payment on the grounds of its disputing a payment.

4.7. Should Client be in default in respect of any amount owed to PostNL Shore, Client will owe the statutory commercial interest on the amount outstanding, commencing from the end of the applicable period for payment. In the event that Client has received notice of default but continues to fail to make payment of the amount outstanding, PostNL Shore may pass on the claim to a third-party collector, in which case Client will be obliged to pay not only the total amount then owing but also all out-of-court debt collection costs as well as any costs of litigation related to collecting the amount outstanding, with a minimum of EUR 250.

4.8. Should any shortcoming on the part of Client or any infringement of rights by Client lead to PostNL Shore incurring extra costs or needing to devote extra time to providing the Services or if PostNL Shore is thereby confronted with inactivity of employees or third parties scheduled for the Services, PostNL Shore will be entitled to bill Client for such extra costs and extra time worked at PostNL Shore's then applicable rates, without prejudice to PostNL Shore's right to demand compensation for any other loss or damage sustained.

4.9. PostNL Shore is entitled to require Client to make payment in advance or to furnish an "on demand" bank guarantee (from a financial institution selected by PostNL Shore) as security for Client's present or future payment obligations for Services provided or to be provided. If Client fails to comply with the request to make an advance payment or to furnish a bank guarantee within the period set, PostNL Shore will be entitled to immediately suspend provision of the Services, without prior notice, until the request is complied with.

5. USAGE RESTRICTIONS ON SERVICES

5.1. Client will not make use of the Services in a manner that disrupts PostNL Shore's services and/or the networks or systems that PostNL Shore or its suppliers use to provide the Services. Client must comply immediately with all instructions given by PostNL Shore to prevent and/or rectify such disruption. PostNL Shore will be entitled to suspend provision of the Services temporarily in order to rectify such disruption.

5.2. In making use of the Services and providing its own services that make use of the Services or that are linked to the Services, Client will not act contrary to applicable legislation and regulations, the guidelines of the Dutch Advertising Standards Committee [*Reclame Code Commissie*], the usage restrictions for the relevant Service that has been agreed between Parties, and/or the present General Conditions. In addition, the following actions and conduct are explicitly prohibited when Client makes use of the Services or operates its own services in connection with the Services:

a. spamming, i.e. sending large numbers of unsolicited electronic messages with the same or virtually the same content;

b. infringement of copyright in copyright-protected works or any other infringement of the intellectual property rights of third parties;

c. threatening or misleading third parties, including but not restricted to customers for the services offered by Client;

d. making use, when providing Client's own services, of texts, logos, marks, or other works of PostNL or its suppliers, without having acquired explicit written consent to do so;

e. offering products or services that, under applicable legislation or regulations, are prohibited in the Netherlands and/or in the country where they are offered;

f. sending messages with insulting, discriminatory, or otherwise unlawful content.

5.3. Client is only entitled to make use of the Services for its own internal business purposes and is not entitled to resell the Services, whether or not in combination with its own services, to third parties or for the benefit of third parties without the explicit written consent of PostNL Shore.

5.4. No use may be made of the Services under a false name or by bypassing security measures.

6. MAINTENANCE AND SUPPORT SERVICES

6.1. PostNL Shore will provide user manuals and help texts in connection with use of the Services. Any other available support services will be indicated in the relevant SLA as applicable.

6.2. PostNL Shore does not guarantee in any way or warrant that the systems and software it delivers or the systems and software used in providing the Services are free of or will remain free of defects or disruptions. Client can notify PostNL Shore of any defects or disruptions that it experiences in the Services via the procedures and communication channels specified in the SLA.

6.3. Without prejudice to other restrictions or conditions stated in the applicable SLA, PostNL Shore will not be obliged to offer support in the event of defects or disruptions:

a. caused by changes made without the written consent of PostNL Shore;

b. caused by injudicious use by Client or third parties;

c. caused by or occurring in software or hardware to which the maintained system or program is connected or which is utilised, including database software, system software, and other auxiliary programs not provided by PostNL Shore;

d. that have been resolved in or that do not occur in a more recent version or update of the system or program that is available to Client but that Client has not yet installed.

6.4. If Client requests support that does not form a standard part of the maintenance obligations of PostNL Shore on the grounds of the previous paragraph or the conditions set forth in the SLA and PostNL Shore complies with Client's request, the time worked and the costs incurred will be billed for separately on the basis of retrospective cost calculation.

6.5. PostNL Shore can from time to time implement new versions or updates in the Services and the systems and software used for the Services. Minor alterations and/or improvements that are made generally available to all users will not be billed for separately. In the case of major changes or additions, PostNL Shore is entitled to make a reasonable additional charge for providing the relevant new version or addition.

6.6. PostNL Shore's maintenance and support obligations regarding systems and software will apply solely to the most recent versions and/or releases of the systems and software concerned as supported by PostNL Shore. If PostNL Shore agrees, on request, to provide maintenance and support services for older versions and/or releases, this will be in return for additional payment on the basis of retrospective cost calculation of the time worked and the costs incurred. In such cases, any service levels specified in the relevant SLA will not apply. Failure to install new releases and/or versions in good time and the use of older versions and/or releases will be entirely at Client's own risk.

6.7. Unless explicitly agreed otherwise, support and maintenance for custom work provided for Client in respect of the system or program to be maintained will not form part of PostNL Shore's maintenance and support obligations. Such support can, however, be provided on request on the basis of retrospective cost calculation. Although PostNL Shore aims, as a general rule, to ensure compatibility between custom work and/or releases of the maintained and supported systems and software, it is possible that new versions and/or updates of systems and software utilised by PostNL Shore will make changes necessary in custom work that has been provided.

7. DURATION AND TERMINATION OF SERVICES

7.1. Unless explicitly agreed otherwise in the agreement, Client will enter into any agreement for the provision of Services for an initial period of one (1) year from the start of provision of the Services; the agreement will then be tacitly renewed for periods of one (1) year at a time.

7.2. Unless explicitly agreed otherwise, either Party may cancel the agreement with effect from the end of the then current period subject to at least three (3) months notice.

7.3. Either Party is entitled to dissolve some or all of the agreement for the provision of Services, without judicial intervention, by sending a registered letter to that effect:

a. if the other Party is declared insolvent, is granted a suspension of payments, or if insolvency or a suspension of payments is requested;

b. if the other Party is liquidated;

c. if the other Party fails materially to comply with its obligations under the agreement for the provision of the Services and fails to rectify that failure within a reasonable period as specified in a written notice of default and if the shortcoming justifies the dissolution. Arrears of payment of more than thirty (30) days that are not rectified after notice of default has been issued will at all times entitle PostNL Shore to dissolve the agreement.

7.4. Dissolution of an agreement for the provision of services will not have retroactive effect and will not lead to any obligation to undo performance that has already been provided or payments that have already been made. Licences granted by PostNL Shore will, however, in all cases cease to be valid with effect from the date of dissolution or cancellation of the agreement.

7.5.   PostNL Shore is entitled to terminate the agreement for the provision of services prematurely at a minimum of three (3) months notice if it ceases to offer the Services concerned.

8.   PROCEDURE REGARDING TERMINATION OF SERVICES

8.1.   After termination of the Services, PostNL Shore will no longer make use of the data that Client processes using the Services and, as far as practically possible, will delete said data from its systems if such has not already been done.

8.2.   PostNL Shore will not be under any obligation to delete or erase data if the data is located on backup media. PostNL Shore will not use data remaining on backup media for any purpose whatsoever, and will put effective security measures in place to protect it from misuse during the retention period.

9.   RESTRICTION ON LIABILITY

9.1.   PostNL Shore's liability in respect of provision of the Services, on any legal grounds whatsoever, will be restricted as specified in the present article.

9.2.   No restriction on liability will apply in the event of a deliberate act or omission or wilful recklessness on the part of PostNL Shore's management in respect of the circumstance that caused the loss/damage concerned.

9.3.   PostNL Shore may only be deemed to be in default due to an attributable breach after having been issued with notice of default by registered letter and after having been granted a reasonable period in which to rectify the shortcoming concerned. No periods or dates specified by PostNL Shore in the context of provision of the Services will be considered to be deadlines.

9.4.   PostNL Shore's total liability in respect of direct damage through death or physical injury or through damage to goods will in no case amount to more than EUR 50,000 per event or to more than EUR 100,000 per year, with a series of associated events counting as a single event.

9.5.   In the case of direct damage consisting of actual reasonable costs incurred in order to cause that which has been delivered to comply with the contractually agreed requirements, PostNL Shore's total liability vis-à-vis Client will be restricted to the total of the payments received from Client for provision of the Services (excluding value added tax and postage costs that have been billed for) in the six (6) months prior to the circumstance that caused the loss/damage, with the maximum liability per calendar year being equal to the payments received in that calendar year (excluding value added tax and postage costs that have been billed for).

9.6.   PostNL Shore will not be liable for other kinds of loss/damage than those referred to in the previous two paragraphs, with liability on the part of PostNL Shore being expressly excluded in respect of (i) consequential damage – which will include loss of profits, loss or damage to data, loss of saving opportunities, claims by third parties, demands by the authorities, transactions that are missed out on, or damage due to an interruption in business operations – and (ii) damage to Client's IT infrastructure or software occurring as a result of, but not restricted to, the use, incorrect interpretation, application, or operation of the IT infrastructure or software or as a result of computer viruses, replicating computer programs such as worms, and the unwanted installation of computer programs such as Trojan horses or logic bombs.

9.7. Client will indemnify PostNL Shore in respect of all claims by third parties that relate to Client's use of the Services and the services provided by Client that make use of the Services, and will reimburse PostNL Shore for all costs that PostNL Shore reasonably incurs in that connection, including the cost of legal assistance.

9.8. Client will notify PostNL Shore, in writing and with reasons, of any loss/damage that it has incurred or is likely to occur that is recoverable from PostNL Shore as soon as possible but in any case by no later than thirty (30) days after the end of the month in which Client became aware, or could reasonably have become aware, of the loss/damage concerned. Should Client fail to provide such notification, its right to claim compensation for the loss/damage will be deemed to have been forfeited.

9.9. The restrictions on liability set forth in the present article will also apply in favour of all persons or legal entities deployed by PostNL Shore in providing the Services.

10. FORCE MAJEURE

10.1. Neither Party will be required to comply with any obligation, including any guarantee obligation agreed between Parties, if it is prevented from doing so by force majeure. Force majeure will be taken to include: (i) force majeure on the part of suppliers of PostNL Shore, (ii) failure to comply properly with obligations by suppliers stipulated by Client vis-à-vis PostNL Shore, (iii) defectiveness of third-party items, equipment, software, or materials whose use Client has stipulated vis-à-vis PostNL Shore, (iv) natural disasters, (v) government measures, (vi) electricity cuts, (vii) unscheduled downtime of the Internet, computer networks, or telecommunication facilities, (viii) war, (ix) sit-ins, (x) strikes, (xi) general transport problems, and (xii) the unavailability of one or more members of staff.

10.2. Should a force majeure situation last longer than ninety (90) days, either Party will be entitled to dissolve the agreement for the provision of Services, doing so in writing. That which has already been performed pursuant to this Agreement will then be settled up for in proportion, without Parties otherwise owing one another anything.

10.3. PostNL Shore is not a party as regards the data traffic that it facilitates nor a party to the contractual relationships that are entered into or performed via that data traffic. In facilitating said data traffic, PostNL Shore does not act as a representative of the recipient or sender of the messages concerned.

11. PRIVACY AND CONFIDENTIALITY

11.1. Each Party will be obliged to observe confidentiality regarding all confidential information regarding the other Party and its customers to which it is given access in the context of the provision of the Services. Information will be deemed to be confidential if such has been specified by the other Party or if such is evident from the nature of the information.

11.2. PostNL Shore and Client each commit themselves to strict compliance with the applicable privacy legislation when providing or using the Services, as the case may be.

11.3. Use of the Services involves the processing of personal and other data (the "Data"). Client is responsible for the lawful processing of personal data in the context of the Services. Client warrants PostNL Shore that the data is not unlawful and that it does not infringe the rights of third parties. Client indemnifies PostNL Shore in respect of

any legal claim asserted by third parties, on any basis whatsoever, in connection with the processing of said personal data and/or provision of the Services.

11.4. Under the legislation regarding the processing of personal data (for example the Dutch Personal Data Protection Act [Wet Bescherming Persoonsgegevens]), Client has obligations vis-à-vis third parties, for example the obligation to provide information and to allow the personal data of those concerned to be inspected, corrected, and removed. Responsibility for complying with these obligations rests entirely and exclusively with Client.

11.5. PostNL Shore and its subcontractor or subcontractors function in this context as the processor or sub-processor/sub-processors. In that capacity, PostNL Shore and its subcontractor/subcontractors will act in accordance with all legal obligations to which they are subject, will treat the Data as strictly confidential, will protect the Data against misuse and unauthorised access, and will use the Data solely to provide the Services, with the following specific restrictions on use being observed:

    a. PostNL Shore will only process the Data and/or make it available to third parties if and in so far as such is strictly necessary for provision of the Services or on the instructions of a competent public authority.

    b. PostNL Shore is entitled to analyse the Data in order to improve the quality, reliability, and effectiveness of the Services. Such analysis will be carried out only on a strictly anonymous basis, with no data that can be traced to persons being collected.

    c. PostNL Shore will put in place sufficient technical and/or organisational security measures regarding the processing of personal data that is to be carried out.

11.6. In performing the Services, PostNL Shore may in certain cases make use of a sub-processor outside the European Union. For such cases, Client hereby irrevocably authorises PostNL Shore to conclude a contract complying with model clauses 2010/87/EU or the then applicable model clauses of the European Commission intended to offer appropriate protection of the rights of those whose personal data are passed on for sub-processing to a sub-processor based outside the European Union (the "model contract"). PostNL will provide Client with a copy of the above-mentioned model contract. Insofar as necessary, Client hereby also irrevocably authorises PostNL Shore to request – after the above-mentioned model contract has been concluded – a permit under Section 77(2) of the Personal Data Protection Act from the Dutch Ministry of Justice.

11.7. This provision and the model contract referred to in paragraph 6 of the present article constitute the "processor agreement" within the meaning of Section 14 of the Personal Data Protection Act.

12. SECURITY OF THE SERVICES

12.1 PostNL Shore will secure the Services and the systems that it uses to provide the Services against unauthorised use or loss of the data that is inputted. PostNL Shore will in any case implement the following security measures:

    a. The computer hardware on which Client's data is stored will be installed in areas to which only authorised persons have access and that are protected by fire alarms and access control systems.

b.   PostNL Shore will make regular backups of the data stored on the systems, thus reducing the risk of permanent loss of data.

c.   PostNL Shore will make use of regularly updated antivirus programs in order to protect its data and files as effectively as possible against hackers and new viruses.

PostNL Shore will use layered firewall technology to ensure that only authorised users from inside and outside PostNL Shore have access to the data that is relevant for them.

12.2   Client is aware that it is impossible to entirely exclude all unauthorised use and all unintended loss of data. PostNL Shore accepts no liability vis-à-vis Client should Client's data be damaged, lost, or used by unauthorised persons, despite the measures that have been taken, unless the case involves wilful recklessness or a deliberate act or omission on the part of PostNL Shore.

13.   USE OF INTERNET/E-MAIL

13.1   PostNL Shore has no influence on or control of the quality, availability, or reliability of telecommunication connections via the Internet or on/of the timely or correct handling of electronic messages (for example e-mail) that have been sent via the Internet. PostNL Shore can therefore accept no reliability or responsibility whatsoever for message traffic via the Internet not being handled correctly or on time.

13.2   In order to make use of the Services, Client must have its own connection to the Internet and furnish itself with the computer equipment necessary to make use of the Services at its premises. Client is hereby notified that it is itself responsible for ensuring the proper protection of its data, software, and systems by making use of up-to-date virus scanners, firewalls, and security software when using the Internet and the Services.

14.   INTELLECTUAL PROPERTY RIGHTS

14.1.   All intellectual property rights in respect of all systems, documents, or other works to which Client is given access in the context of provision of the Services will be vested exclusively in PostNL Shore or its licensors, including if these have been developed, altered, or supplemented at the specific request of and/or on the basis of instructions issued by Client. Client will be issued only with a temporary, personal, non-exclusive, and non-transferable right of use in respect of these works in so far as such is necessary for use of the Services. Said right of use will terminate immediately upon cessation of provision of the Services to Client by PostNL Shore.

14.2.   In the case of the use of third-party software products supplied by PostNL Shore, additional conditions for use set by the relevant third parties may apply as imposed and published by said third parties in the installation files and packaging of the software concerned. Client will be deemed to have accepted said conditions if it uses or continues to make use of said software after taking note thereof.

14.3.   Client warrants that it holds all the necessary rights for the use of all materials, instructions, messages, and data that its provides, inputs, sends, or stores in the context of the Services. Client hereby grants PostNL Shore the right to make use of these works in the context of provision of the Services to Client.

14.4. Parties warrant that they are entitled to grant one another the rights referred to in the present Article 14. Parties indemnify one another in this regard in respect of claims asserted by third parties that may arise from contravention of the present article.

14.5. Should an action be brought against one of the Parties (the "Indemnified Party") by a third party due to the alleged infringement of such third party's rights in respect of said Indemnified Party's use of works provided by the other Party (the "Indemnifying Party"), the Indemnified Party:

    a.   will notify the Indemnifying Party to that effect as soon as is reasonably possible, and

    b.   will render all reasonable assistance to the Indemnifying Party in its defence against such action.

14.6. The indemnification obligations stipulated in the present article will not apply if the relevant claims by third parties are caused by:

    a.   unauthorised changes made by the recipient Party in the consequently infringing works; or

    b.   use of the work concerned outside the scope of the usage restrictions or license conditions applying to the work concerned.

15. OTHER PROVISIONS

15.1. PostNL Shore is entitled to engage third parties for performance of its obligations.

15.2. PostNL Shore is entitled to amend and/or supplement these General Conditions at any time. Such changes will take effect after Client has been notified of them in writing by e-mail and/or by publication on the website. Where reasonably possible, Client will be notified of any change at least one month prior to the change being introduced.

15.3. PostNL Shore is entitled to transfer its rights and obligations under any agreement to which these General Conditions apply to a third party, by notifying Client of such transfer in writing. Client is only entitled to carry out such action after receiving the written consent of PostNL Shore; such consent will not be withheld or delayed unreasonably.