Stabiplan
A TRIMBLE COMPANY

GENERAL TERMS AND CONDITIONS
Stabiplan B.V. (CoC: 29035375) - Bodegraven, the Netherlands
Stabiplan International B.V. (CoC: 28110408) - Bodegraven, the Netherlands
Version 5.0 (2017)

ARTICLE 1 - DEFINITIONS

1.1 The capitalized terms listed below have the following meaning in these General Terms and Conditions:

Content: the data and other information provided by Stabiplan to the User by means of the Website.

User: a staff member of the Other Party or customers of the Other Party that use the Software or the Service, or the natural person who uses the Content by means of the Website, whether or not pursuant to a Contract.

Supplier: the Party that provides the Software or Hardware to Stabiplan and has granted a right of use and sale to Stabiplan.

License: the non-exclusive and temporary right of use of the Software (including Software as a Service) and/or the Content that is provided by Stabiplan to the Other Party and/or User.

Contract: the contract concluded by Stabiplan with the Other Party for the purpose of providing Software, Services, Content and/or service and maintenance, consisting of an offer and/or an order confirmation and/or the General Terms and Conditions.

Service: a service provided on the Website, and disclosed by means of an on-line Stabiplan Account, in the form of Software (Software as a Service), Content or otherwise.

Software: computer software in object code (without access to the source code), whether or not in the form of a software application and including the relevant documentation.

Stabiplan: the Private (Limited Liability) Company under Dutch law Stabiplan B.V. (CoC: 29035375) and/or the Private (Limited Liability) Company under Dutch law Stabiplan International B.V. (CoC: 28110408).

Stabiplan Account: the on-line environment that discloses a Service to the Other Party/User.

Subscription: a set of contractual agreements between Stabiplan and the Other Party on duration, payment and termination of the Contract, based on the principle that Stabiplan and the Other Party will conclude a Contract, each time for a specified period until either of the Parties terminates the Contract.

Website: the website www.stabiplan.com and/or www.mepcontent.eu and possible successors on which the Service and/or Content stipulated in a Contract is available.

Other Party: the Party with which Stabiplan concludes or has concluded a Contract.

ARTICLE 2 - GENERAL PROVISIONS

2.1 Stabiplan is entitled to amend these General Terms and Conditions and the Privacy Statement unilaterally at all times. The latest adopted version of the Terms and Conditions will apply between Stabiplan and the Other Party each time.

2.2 The Other Party is not entitled to transfer any rights or obligations pursuant to the Contract or the full Contract to a third party without obtaining written permission from Stabiplan in advance.

2.3 When a Contract has been concluded with the Other Party to which these General Terms and Conditions apply and the conditions have been drawn up in another language than the Dutch language, the Dutch version of these General Terms and Conditions shall prevail in case the Dutch version of the General Terms and Conditions deviates from the foreign-language version of the General Terms and Conditions.

2.4 Offers by Stabiplan are valid for 30 days after dispatch by Stabiplan, unless the offer states otherwise.

2.5 The agreed compensations can be increased once a year by an indexation based on the price index for business services as it was published most recently in the country in which Stabiplan B.V. is established, but at least by the percentage by which Stabiplan's costs have increased. This indexation may vary for each Software product.

2.6 If documents are attached to an offer or a quote these will at all times remain the property of Stabiplan and these must be returned to Stabiplan at its request and in the manner specified by Stabiplan at the expense of the Other Party. These may not be multiplied or provided to third parties for inspection without consent from Stabiplan.

2.7 The Other Party is not entitled to suspend its obligations or to exercise a right of retention.

2.8 Stabiplan can engage third parties to perform the Contract. Related costs will be invoiced to the Other Party in accordance with the quotes provided.

2.9 Stabiplan will process the data of the Other Party. Stabiplan and the Other Party undertake, as regards to collection and/or processing and communication of personal data, to comply with the legal regulations applicable to the processing of said data under personal data protection according to the Dutch Personal Data Protection Act (*Wet bescherming persoonsgegevens, Wbp*) and European law. A separate Privacy Statement will be provided to the Other Party and submitted for approval if so required. In this respect, the Other Party, as data controller, has to declare his personal data processing to the relevant national authority in Belgium and/or the Netherlands. As a result, the Other Party guarantees Stabiplan against any action, complaint or claim from a physical person whose personal data would be collected or processed by the Service, Software or Website. The Other Party is also responsible for any fees that Stabiplan may incur in connection with the data provided by the Other Party during the use of the Service, Software or Website, including those arising from any third party claim. If and in so far as the security of the systems of Stabiplan is violated and this leads to a considerable risk of serious adverse consequences, or has serious adverse consequences for the protection of any processed personal data (a so-called data leak), Stabiplan will report this as soon as possible after discovery to supervisory bodies and stakeholders. Subject to section "Liability", Stabiplan will make its best efforts to implement effective controls in order to provide reasonable guarantees regarding the data process and to insure the integrity and confidentiality of the data embedded in the Services, Software, or Website.

ARTICLE 3 - PAYMENT

3.1 Payment of the agreed compensation must be effected prior to delivery, except for the compensation for delivery of Software that will only be invoiced after delivery.

3.2 Stabiplan is entitled to request at or after concluding a Contract, and before performance or continued performance, additional security from the Other Party to guarantee that both payment and other obligations will be met.

3.3 Prices of Stabiplan apply exclusive of VAT and in Euros unless stated otherwise.

3.4 A payment term of thirty (30) days of the invoice date applies to the Other Party unless agreed otherwise.

3.5 Any extra-judicial collection costs will be recovered from the Other Party and will be at least 15% of the total sum due.

ARTICLE 4 - INSPECTION

4.1 Stabiplan is entitled to inspect the Software, Services and Content at all times or have these inspected for any unauthorized use thereof.

4.2 The Other Party is bound to provide all required collaboration in inspection at request, including but not limited to providing access to its systems. Costs of inspections will be at the expense of Stabiplan, unless it has been assessed that the Other Party did not meet its obligations towards Stabiplan.

ARTICLE 5 - INTELLECTUAL PROPERTY

5.1 Any IP rights on materials or products that have been developed and/or provided by Stabiplan pursuant to the Contract, such as Software, Services, Content, product specifications, drawings, designs, sketches, models and the likes, are exclusively vested in Stabiplan or its licensors, unless explicitly stated otherwise in writing.

5.2 Property rights on Software, Services or Content will never be transferred to the Other Party, but only rights of use will be granted. Stabiplan does not grant any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whatever registered or unregistered), or any other rights or Licenses in respect of Software or any related documentation.

5.3 Stabiplan B.V. grants the Other Party, which accepts from Stabiplan, for the duration of the Contract, a License of use in respect of the Software (including Software in the form of a Service) and/or Content, for the features for which the Software/Content has been developed, to be used internally within the normal professional practice or business operations of the Other Party, only to be used in the place of business of the Other Party. The right of use is limited to the customary intended use of the Software/Content. The License also includes the following that may have been provided to the Other Party: copy protection (such as software and hardware lock), libraries, carriers and documentation.

5.4 The compensation that has been agreed by the Parties for the License is included in the Contract. The License will only be valid after full and irrevocable payment of the License invoice has been effected.

5.5 The License is not exclusive, not transferable and does not comprise the right to grant sub-Licenses. It is not allowed to hire out the Software/Content or to provide it to third parties in any other manner, whether or not for payment. The License is linked and strictly limited to the number of users listed in it and/or the specifically detailed type of use.

5.6 If and in so far as the Software/Content originates from a Supplier, the License terms and conditions of the relevant Supplier shall be communicated to the Other Party, as the Supplier's terms and conditions also apply to the use of the Software/Content. If and when the License terms and conditions of the Supplier are stricter than the terms and conditions of these General Terms and Conditions, the License conditions of the Supplier will apply. Therefore, the Other Party hereby duly accepts and acknowledges the application of the Supplier's terms and conditions.

5.7 The Other Party is not entitled to multiply, disclose and/or process or modify the Software/Content partly or in full without prior written consent from Stabiplan. Upon violation of the provisions of this paragraph, the Other Party shall forfeit to Stabiplan, without judicial intervention being required, a penalty that is immediately due and payable of € 5,000 for each individual violation, plus a penalty of € 2,500 for each day that said violation lasts, without prejudice to Stabiplan's right to claim full or additional compensation of damages.

5.8 If the Contract ends, for any reason whatsoever, the License will end immediately too. This means also that the Other Party is no longer free to use the obtained Content in new projects or designs. Content that has already been processed and applied can still be used by the Other Party, within the agreed terms and conditions. The Other Party will remove the Software and Content permanently from its systems immediately after termination of the Contract and will no longer use it in any manner whatsoever.

ARTICLE 6 - DELIVERY

6.1 The Software, Services and Content will be provided by Stabiplan in the state as is at the moment of delivery ("as is"); consequently, with all visible and invisible errors and defects.

6.2 The Software, Services and Content will only be provided subject to acceptance and applicability of these General Terms and Conditions and the provisions included therein with regard to Intellectual Property. Installation of the Software and acceptance of the terms and conditions during the log-on procedure on the Website will constitute conclusive evidence of the applicability and receipt of the License Terms and Conditions.

6.3 Stabiplan will exercise all reasonable care and expertise when providing Software, Services and Content. However, it cannot guarantee that these products/services will be protected from damage, corruption, loss or destruction.

6.4 Stabiplan will provide Software to the Other Party by means that include the provision of a download. The Other Party itself is responsible for installation and configuration of the Software. Stabiplan can assist in these matters on request and on payment of an hourly rate to be agreed.

6.5 The Other Party itself will ensure a proper software environment: an adequate back-up system, proper system management and security measures for passwords in use. In case of unauthorized use of Software, Services or Content by a third party, the Other Party must notify Stabiplan immediately thereof.

6.6 Stabiplan has the right at any moment to suspend the right of using the Software, Services and Content in case of non- payment and in case the Other Party does not fulfill its obligations in time, as an additional measure to the obligation to pay penalties for delayments.

ARTICLE 7 - SUBSCRIPTION

7.1 Contracts based on Subscription will – contrary to the provision of Article 11.1 - be entered into each time tacitly for a period of one month (or, in case another duration was agreed, for a similar period), until the Contract will be terminated by either of the Parties.

7.2 If the Contract partly or fully pertains to Software from third parties based on Subscription, the terms and conditions that have been agreed by Stabiplan and its Suppliers in respect of duration and extension will apply between Stabiplan and the Other Party, upon communication of these terms and conditions to the Other Party. Therefore, the Other Party hereby duly accepts and acknowledges the application of the Supplier's terms and conditions in respect of duration and extension. Consequently, termination by the Other Party in respect of provision of Software or Services by Stabiplan will take place on the same terms and conditions as termination by Stabiplan to its Suppliers.

7.3 With regard to provision of Software based on Subscription, the service subscription - if any - that relates to the products provided by the Supplier to Stabiplan, will automatically be extended after the initial duration with a similar term until the service subscription will be terminated (ultimately three days before extension will take place). Notice of termination by the Other Party to Stabiplan must (in order to prevent extension of the subscription) be received by Stabiplan ultimately five work days before the end of the current period, to allow Stabiplan to give notice of termination of the service subscription to its Supplier ultimately three days before the start of the extension period.

7.4 In any case, termination of one of the services or products of Stabiplan will only be possible if and in so far as the underlying services or products of the Supplier can be terminated on the same end date by Stabiplan.

7.5 Stabiplan is entitled at all times to charge the costs of the service subscription from its Supplier to the Other Party during the full duration. The compensation for the service subscription is due in advance by the Other Party to Stabiplan at the start of each period.

7.6 If the Supplier suspends its obligations or terminates the provision of products or services, Stabiplan will no longer be liable to the Other Party, unless suspension or termination is attributable to Stabiplan, provided the Other party did not fail to meet any obligation.

ARTICLE 8 - SERVICE AND MAINTENANCE CONTRACT

8.1 The following paragraphs apply to a Contract aimed at service and maintenance of Software.

8.2 Costs of a service and maintenance contract are due and payable in advance for the next period and are subject to the terms mentioned in section 3 above.

8.3 Invoicing will be effected for the first time upon provision proportionally to the remaining calendar year. Subsequently, invoicing will be effected at the start of each calendar year for a period of twelve (12) months.

8.4 Costs of the work of Stabiplan will be at the expense of the Other Party if work is required due to damage to the Software or Content caused by physical or digital violation by third parties, by unauthorized use, by insufficient security measures, by using inadequate or outdated hardware and by other causes that must remain at the risk and expense of the Other Party.

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8.5   Stabiplan sets the following requirements on the Other Party:
- The Other Party will grant access on request to the location where Stabiplan's staff members must execute work or will enable that service provision can be executed remotely.
- Hardware must be well-accessible for the staff members in order to execute work.
- The Other Party shall not alter the Software or parts of it.
- The Other Party will guarantee that the actual users of the Software will be sufficiently skilled (e.g. by attending training sessions from Stabiplan).
- The Other Party will meet its obligations from the Contract and the General Terms and Conditions.
- The Other Party will guarantee that the Hardware meets and continues to meet the minimum requirements. The Other Party acknowledges that Stabiplan may discontinue maintenance at some time in respect of outdated operating systems or will be unable to guarantee this anymore. The same applies to outdated versions of the Software; as stipulated in the license contract, Stabiplan is entitled to discontinue Maintenance in respect of outdated versions. Stabiplan will indicate from time to time what versions of the Software will still qualify for Maintenance.

8.6   A complaint by the Other Party will only be investigated provided:
- the Other Party has used the ultimate procedure to report the complaint that was communicated by the Supplier and/or Stabiplan to it;
- it is reproducible;
- the Other Party has effected all alterations and additions that Stabiplan has provided for that version;
- the Other Party provides any information deemed necessary by Stabiplan about the circumstances in which the flaw occurred;
- a maintenance Contract was concluded in respect of the Software or if a user fee applies that includes maintenance, in the absence of which work will be charged at the current rate.

ARTICLE 9 - TRAINING SESSIONS

9.1   Cancellation of a training session or course must be effected in writing. The following cancellation costs will apply:
- up to five (5) work days before the start: 50% of the total costs of the training course/session;
- within five (5) work days before the start or after the start: 100% of the costs of the training course/session, for which non-attendance without further notice will be considered to be cancellation after the start;
- when cancellation takes places within five (5) work days before the start or after the start at the same time of registration for the same training course/session at a later date: 50% of the training course/session costs in respect of the cancelled training course/session. The new training course/session will be charged at 100% of the training course/session costs anew.

9.2   Stabiplan offers training courses based on e-learning. These training courses will be person-related at all times. The Parties can only agree in writing that a company-related course will be provided.

ARTICLE 10 - WARRANTY

10.1   With due observance of the restrictions listed below, Stabiplan warrants for a period of three (3) months that the Software provided for use by Stabiplan will be in accordance with the specifications, characteristics and features that Stabiplan has provided in writing. Stabiplan will detect and repair free of charge any flaws in the Software as soon as possible during the warranty period. Recovery of mutilated or lost data is not covered by the warranty.

10.2   Stabiplan will not warrant products, Software, Content, parts or additions that have been procured from third parties for a longer period than warranted by its Supplier to Stabiplan. Stabiplan cannot be held responsible for the substance, accuracy or accessibility of the Software, Content, products, parts and additions that Stabiplan procures from third parties (such as Suppliers).

10.3   The warranty will lapse if the Other Party and/or third parties engaged by it will use the provided services or products in an unauthorized manner.

10.4   The warranty will also lapse if the Other arty and/or third parties engaged by it will execute work or, as the case may be, alterations to the provided services or products.

10.5   In the event of any loss or damage to the Other Party's data, Stabiplan's sole and exclusive remedy shall be for Stabiplan to use

standard efforts to restore the lost or damaged data from the latest back-up of the Other Party's data maintained by Stabiplan. Stabiplan shall not be responsible for any loss, destruction, alteration or disclosure of the Other Party's data caused by any third party.

ARTICLE 11 - DURATION AND TERMINATION OF THE CONTRACT

11.1   Unless agreed otherwise in writing, the Contract will be entered into for the duration of twelve (12) months. Next, the Contract will be extended automatically each time up to the end of the current calendar year, and, subsequently, again by a year, until the Contract will be terminated with a notice period of three months before the end of the current calendar year.

11.2   Each Party is entitled to terminate the Contract extra-judicially if the other party attributably fails to meet its obligations pursuant to the Contract and does not remedy such failure within a reasonable term after receiving proper notice of default in writing. Termination does not release the Other Party from any payment obligation in respect of performances that Stabiplan has already delivered properly, unless Stabiplan defaults in respect of such performance.

11.3   The Parties are entitled to terminate the Contract with immediate effect, without any further notice of default being required and without them becoming liable for compensation of Other Party, if that Party has been granted a preliminary of final suspension of payment, if that Party's bankruptcy has been filed, if an attachment was made on the property or part of the property of that Party, or if the company of that Party is wound up or discontinued.

11.4   After termination of the Contract, for any reason whatsoever, the Other Party will immediately refrain from using the Software and/or the Content, will remove the Software and/or the Content permanently from any Hardware, and will return all carriers with Software that it owns to Stabiplan.

ARTICLE 12 - LIABILITY

12.1   The Other Party undertakes sole responsibility for the results obtained following the use of the Software, Services and Content by the Other Party.

12.2   Stabiplan is not liable for any direct or indirect damage to the Other Party or third parties, including consequential damage, lost profit, loss of data and immaterial damage, except for and in so far as the relevant damage was caused by intent or deliberate recklessness of Stabiplan or its directors.

12.3   In particular, Stabiplan is not liable for any inaccuracies or other flaws in the Content. The Other Party must always verify such information itself for accuracy and completeness by means of other official sources. Stabiplan shall have no liability for any damages caused by errors and omissions of any information or instructions put at Stabiplan's disposal by the Other Party in connection with the Software, Services and Content or as result of any action taken by Stabiplan at the Other Party's instructions.

12.4   If Stabiplan were to be liable to the Other Party, the scope of liability – when it ensues from or is related to the provision of Software (not provided as a Service) - is limited to the total sum of the relevant order with a maximum of € 25,000 per incident or series of connected incidents. When the liability ensues from or is related to the use of a Service, the total liability of Stabiplan is limited to a sum of € 1,000 per incident or series of connected incidents. Said exclusions and limitations of liability do not apply in case of intent or gross negligence of Stabiplan or its directors.

12.5   A claim for compensation of damages will lapse by the mere lapse of twelve (12) months after the inception of the claim.

ARTICLE 13 - COMPLAINTS AND PROTESTS

13.1   Complaints, if any, including those in respect of invoices, will only be processed by Stabiplan if they reached Stabiplan in writing directly within eight (8) days after delivery of the relevant performance, or within eight (8) days after which a defect could have been identified within reason, stating precisely the nature and ground for the complaint.

13.2   After lapse of this term the Other Party will be deemed to have approved the provided services or products, or the invoice, respectively, and the right to complain about a performance or failure to perform by Stabiplan, will lapse.

13.3   The Other Party shall never be entitled to suspend compliance with its obligations.

ARTICLE 14 - CONFIDENTIALITY AND NON-COMPETITION

14.1   The Parties will observe mutual confidentiality in respect of all data of which the relevant party became aware in a relation that is subject to the present Terms and Conditions (including the offer

and/or order confirmation with annexes, if any), and of which it is clear, within reason, that these are confidential data.

14.2   The Other Party is not allowed to conclude an employment contract with any of the employees or former employees of Stabiplan during and within 12 months after the end of a Contract with Stabiplan, or to employ this person in any other manner whatsoever, unless such is approved by Stabiplan in writing.

14.3   Upon violation of this Article the Other Party shall forfeit an immediately due and payable fixed compensation of damages, without judicial intervention being required, of € 25,000 plus a penalty of € 5,000 per day for each day the violation continues, without prejudice to the right to claim full compensation of damages instead.

ARTICLE 15 - USERS

15.1   If a User uses Content without having concluded a Contract with Stabiplan, these General Terms and Conditions will apply, as a User can only access to and use Content after prior acceptance of the applicability of these General Terms and Conditions during the log-on procedure, unless the nature or substance of a provision dictates otherwise. In that case, 'Other Party' must be always read as 'User'. The provisions on Intellectual Property – including the relevant penalty clause – and liability explicitly apply. Content can only be used after prior acceptance of the applicability of these General Terms and Conditions during the log-on procedure. Acceptance during the log-on procedure will constitute conclusive evidence between Stabiplan and the User of the applicability and receipt of the General Terms and Conditions.

15.2   If and in so far as the Other Party allows its staff members to use the Software, Services and/or Content as a User within the meaning of this Contract, the Other Party undertakes to provide these General Terms and Conditions to the User prior to the use. If and in so far as the Other Party fails to do so, the Other Party shall be liable to Stabiplan for all costs and damages suffered by Stabiplan as a consequence thereof.

ARTICLE 16 - MISCELLANEA

16.1   The Other Party agrees to use the Software, Services and/or Content exclusively for purposes that are in accordance with the Contract between the Other Party and Stabiplan, and which are not contrary to legislation and regulations.

16.2   Provisions which by their nature are intended to endure beyond the termination of this Contract, will remain in full force after termination.

16.3   Dutch law exclusively applies to all offers and Contracts by Stabiplan and the performance thereof.

16.4   Any disputes that ensue from or are related to a Contract will be settled by the District Court of The Hague, or another court at the discretion of Stabiplan in so far as the Other Party is established outside the Netherlands.

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