

GENERAL TERMS AND CONDITIONS MEULEMANS ELECTRONICS B.V.

GENERAL PROVISIONS

1. Definitions

Unless defined elsewhere in these Terms or the Agreement, each of the following terms has the meaning set forth below, such meaning to be equally applicable both to the singular and plural form of the terms defined herein:

- 1.1. **"Affiliates"** means all entities controlled by, controlling or in common control with, directly or indirectly, a Party to the Agreement, through ownership or control of more than 50% of the voting power of the shares or other means of ownership or control of such entity.
- 1.2. **"Agreement"** means any agreement between You and Us for the supply of Products and the provision of Services.
- 1.3. **"Confidential Information"** means any information that is designated by the disclosing Party as "confidential" or "proprietary" or, if orally disclosed, is identified by the disclosing Party as confidential or proprietary prior to disclosure and is subsequently reduced to writing and marked by the disclosing Party as "confidential" within fifteen (15) business days of such disclosure. Notwithstanding the foregoing, information disclosed by the disclosing Party pursuant to the Agreement shall not be Confidential Information to the extent that it can be proven that the information:
 - a) is in or enters the public domain other than through the fault or negligence of the receiving Party and without breach of the Agreement;
 - b) is in the possession of the receiving Party prior to receiving it from the disclosing Party other than as a result of the receiving Party's breach of any legal obligation or a prior confidential disclosure by the disclosing Party;
 - c) is obtained by the receiving Party from a third party without restriction on disclosure and which is under no obligation of confidentiality (either direct or indirect) to the disclosing Party which respect to such Confidential Information; or
 - d) is developed by the receiving Party completely independently of and without use of any such disclosure by the disclosing Party.
- 1.4. **"Confidentiality Period"** means the term of the Agreement or, if longer, five (5) years after the Confidential Information was disclosed to the receiving Party.
- 1.5. **"Development Services"** means Services provided by Us with the aim to develop specific Equipment or Software.
- 1.6. **"Equipment"** means all hardware that We develop for You or supply to You under the Agreement, together with any documentation and packaging.

- 1.7. **"Hosting Services"** means Services provided by Us with the aim of enabling You to access and use Software that is made available to You via internet.
- 1.8. **"Intellectual Property Rights"** or **"IPR"** means any form of protection anywhere in the world afforded by law to inventions, works of authorship (including but not limited software and software source codes), databanks, drawings or models, trademarks, trade names, topographies and know-how and technical information, including without limitation patents (including reissues, divisions, continuations and extensions thereof), utility models, copyrights, database right, registered and unregistered designs, trademarks, trade names, topography rights, trade secrets, and applications therefore.
- 1.9. **"Maintenance and Support Services"** means Services provided by Us with the aim of maintaining the Products in satisfactory operating condition by providing for systematic inspection, detection, and correction of failures.
- 1.10. **"Party"** means a party to the Agreement.
- 1.11. **"Product(s)"** means any Equipment or Software.
- 1.12. **"Services"** means any service that We provide to You under the Agreement, including without limitation Development Services, Hosting Services and Maintenance and Support Services.
- 1.13. **"Service Level Agreement"** means the agreement setting forth our detailed obligation with respect to Hosting Services and Maintenance and Support Services.
- 1.14. **"Software"** means all computer programs that We develop for You or supply to You under the Agreement, whether embedded or not.
- 1.15. **"Terms"** means these general terms and conditions.
- 1.16. **"We", "Our" or "Us"** means Meulemans Electronics B.V., a company established under the laws of the Netherlands, with its principal place of business at Mr. C. Goselingstraat 1, (5684 WH) Best, the Netherlands.
- 1.17. **"You"** means you the natural or legal person who is the purchaser or otherwise acquires Products and Services.

2. Applicability

- 2.1. These Terms shall apply to all offers made by Us and every Agreement concluded with Us. Modifications, amendments and supplements to the Terms and/or the Agreement, shall only be binding, if agreed upon in writing by authorized representatives of the Parties to the Agreement.

- 2.2. If any provision of the Terms or the Agreement shall be found by any court to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties shall agree in good faith an amendment to such invalid or unenforceable provision to make it valid and legal, reflecting as much as possible the parties' original intent.

3. Offers

All offers and other statements made by Us shall be without any obligation, unless We expressly indicate otherwise in writing. You warrant the accuracy, correctness and completeness of the information and data that You provide to Us and on which We base Our Offer.

4. Prices and payment

- 4.1. The prices of the Products and Services supplied to You shall be the prices set forth in the Agreement. Unless agreed otherwise in writing, We shall have the right to change such prices at any time by giving You **sixty (60) days** written notice of such change. All orders received and accepted by Us before the effective date of a change (i.e. during the sixty (60) day notice period) shall be invoiced at the prices in effect before the change.
- 4.2. Payment for Products and Services shall be exclusive of any value added tax and/or other sales taxes and/or duties, all of which amounts You shall pay in addition to payment for Products and Services.
- 4.3. Payment for the Products and Services shall be made in the currency specified in the Agreement. Payment must be made within 14 days after the date of Our invoice. No payment shall be deemed to have been made by You until We have received cleared funds. Amounts which have not been paid when the due date of payment has passed shall be considered to be in default and shall be subject to interest charges at the rate of one percent (1,0 %) per month or, if more, the statutory interest rate for trade transactions ex section 6:119a of the Dutch Civil Code (in Dutch: *wettelijke handelsrente*) under applicable law. Further, You shall bear the costs of collection of amounts past due. Such costs of collection shall be equal to 15 % of the amounts past due, with a minimum of €250,-.
- 4.4. The price for the Products and Services shall be due with immediate effect if You:
- A. become insolvent or are unable to pay Your debts as they fall due; or
 - B. seek to be declared bankrupt; or
 - C. are granted suspension of payments or similar relief under a legal procedure;
 - D. are subject to such a procedure;
 - E. the Agreement is terminated for any reason.

- 4.5. In the event that Products are sold to You, title of such Products shall first pass (and rights with respect to such Products shall first be deemed acquired) upon full payment of: (i) the price of the Products; (ii) if applicable, any interest charges and collection costs due under Article 4.3; and (iii) any other sums due to Us under any account. For all Products for which title has not yet passed, You shall: (i) place notices of Our ownership on the same and (ii) maintain the same in satisfactory condition. Further, You shall provide, at Your costs, for adequate insurance against theft, loss or damage of Products for which title has not yet passed.
- 4.6. You hereby grant to Us, Our agents and employees, an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where Your right to possession has terminated, to recover them.
- 4.7. If We reasonably anticipate that You may not be able to comply with Your payment obligations under the Agreement, or in the event that a credit insurance obtained by Us with respect to the Agreement no longer covers the risk of such non-compliance, then the Parties shall in good faith discuss Our concerns. If such discussions do not remove Our concerns, We shall have the right to suspend the performance of the Agreement until such time that You have provided adequate additional payment security in a form reasonably acceptable to Us.
- 4.8. Time for payment shall be of the essence. Further, in the event that You fail to make payment for the Products when such payment is due, We shall have the right to take possession of such unpaid Products and You shall, at Your own costs, render to Us without charge all assistance and cooperation We reasonably require to exercise such right.
- 4.9. Any objections against Our invoices must be made within 14 days after the date of Our invoices, failing which You will not have the right to dispute Our invoices and You will be deemed to have accepted Our invoices. In the event that You have a claim against Us for whatever reason. You will not have the right to set-off, discount or suspend Your own payments under the Agreement until the moment that Your claim has been acknowledged by Us or irrevocably established by a court of law

5. Delivery and installation

- 5.1. We shall use Our best efforts to deliver the Products and Services on the delivery dates specified in the Agreement, but We shall not be responsible for any loss or damage suffered by You due to delay in delivery.
- 5.2. Unless agreed otherwise, the Products shall be delivered to You Ex Works (Best, the Netherlands) as this term is specified in the most recent INCOTERMS.
- 5.3. We shall package the Products in accordance with Our usual standards. If You desire a specific manner of packaging, You shall bear the related additional costs.

5.4. If expressly agreed in writing, We shall install the Products or have them installed. If We have undertaken to perform installation, You shall provide a suitable installation site with all necessary facilities, such as cable work and telecommunications facilities, before delivery of the Products and follow all Our reasonable instructions necessary for the installation. In addition, You shall give Us access to the installation site during Your normal working days and hours.

6. Warranties and export control

6.1. Specific warranties for Equipment, Software and Services.

6.1.1. *Equipment.* Subject to Article 6.3, below, We warrant to You that, during a period of twelve (12) months from delivery (the "Equipment Warranty Period"), the Equipment shall function substantially in accordance with the specifications agreed between You and Us and shall be free from defects in materials and workmanship under normal and correct use.

6.1.2. *Software.* The Software is provided 'as is', without any warranty whatsoever. We shall only fix errors on the basis of the Service Level Agreement.

6.1.3. *Services.* Subject to Article 6.3, below, We warrant to You that We will use commercially reasonable efforts to perform the Services in accordance with the Agreement and in a professional manner consistent with industry standards.

6.2. Remedies for breach of warranties.

6.2.1. *Breach of specific warranty for Equipment.* We shall use Our commercially reasonable effort to fix any defects in the Equipment within a reasonable time period and free of charge, if these have been reported, with a detailed description, to Us within the Equipment Warranty Period for such Equipment. If, in Our reasonable judgment, repair is not possible, takes too long or shall entail disproportionately high costs, We shall be entitled to replace the Equipment free of charge with other, similar, but not necessarily identical, equipment. The warranty set out in Article 6.1.1 shall lapse and, as a result, We shall not have an obligation under this Article 6.2.1, if the defects result in whole or in part from incorrect, careless or incompetent use, from external causes such as fire or water damage, or if, without Our permission, You make changes or cause changes to be made to the Equipment.

6.2.2. *Breach of specific warranty for Services.* In the event of deficient Services, You shall have the specific remedies set out in the Specific Provisions for Services. Where no such specific remedy has been set out, Our only obligation (and Your only remedy) shall be to re-perform the Services without charge.

- 6.3. Warranties for third party Products and Services. If and to the extent that We provide Products or Services from third parties to You, those third parties' terms and conditions, including any warranty conditions, shall replace the provisions in these Terms and shall apply with regard to such Products and Services. You shall accept the aforementioned third-party terms and conditions. These terms and conditions shall be available for Your inspection and We shall send these terms and conditions free of charge to You at Your request. If and insofar as the aforementioned third-party terms and conditions are deemed or declared inapplicable to the relationship between You and Us for whatever reason, the provisions in these Terms shall fully apply.
- 6.4. No other warranties and remedies. To the extent not prohibited by law, the warranties set out above are Your only warranties under the Agreement and under applicable law. There are no other express or implied warranties, under applicable law or otherwise, including without limitation the warranties of merchantability, no infringement of third party IPR and fitness for a particular purpose. In addition, the remedies provided above are Your exclusive remedies and Our exclusive obligations for any breach of the warranties set out above.

7. Confidential information

- 7.1. The receiving Party may disclose, or request that the disclosing Party discloses, Confidential Information to the receiving Party's Affiliates that need to know the Confidential Information for performing the Agreement, provided that such Affiliates are advised of these Terms, and are bound by these Terms. The receiving Party shall be responsible for any breach of these Terms by its Affiliates.
- 7.2. All Confidential Information disclosed or transferred by either Party to the other shall remain the property of the disclosing Party. Except as otherwise expressly set forth in this Agreement, the receiving Party acknowledges and agrees that it does not, by implication or otherwise, acquire any Intellectual Property Rights, title or ownership with respect to any Confidential Information disclosed by the disclosing Party hereunder.
- 7.3. The receiving Party shall during the Confidentiality Period:
- (a) not use the Confidential Information for any purpose other than the performance of the Agreement; and
 - (b) maintain in confidence the Confidential Information, except that the receiving Party may disclose, solely to effect the performance of the Agreement, the Confidential Information to third parties who are its employees and (with the disclosing Party's prior written consent) its agents and consultants, all of whom must have a need to know.
 - (c) The receiving Party agrees to use the same degree of care to maintain the confidentiality of all Confidential Information received from the disclosing Party that it uses to maintain the confidentiality of its own information of similar importance, but in no event will it use less than reasonable care.

- 7.4. If a receiving Party is required, pursuant to administrative or judicial action or subpoena, to disclose the other's Confidential Information, the receiving Party shall use reasonable efforts to maintain the confidentiality of the Confidential Information, e.g. by asserting in such action any applicable privileges. Immediately after gaining knowledge or receiving notice of such action or subpoena, the receiving Party shall notify the disclosing Party thereof and give the disclosing Party the opportunity to seek any other legal remedies so as to maintain such Confidential Information in confidence, including a reasonable protective order.

8. Intellectual property

- 8.1. Any and Intellectual Property Rights in the Products and/or arising from the Services shall exclusively vest in Us or Our third party providers.
- 8.2. Subject to Your timely payment of the price of the applicable Product or Services, We shall grant You the non-exclusive right to use the Products and/or Services deliverables for the limited purpose(s) as set out in the Agreement.
- 8.3. The right of use set out in Article 8.2 is not transferable.
- 8.4. With respect to Software, You shall not be allowed to sell, lease, sub-license or alienate the Software, grant restricted rights to the Software, give a third party remote or non-remote access to the Software.
- 8.5. You shall not modify, decompile or reverse engineer the Products or Services Deliverables, except where allowed by mandatory applicable law. Source code and the technical documentation generated in developing Software shall not be made available to You. You acknowledge that the source code is confidential in nature and that it includes Our IPR. We shall be allowed to take technical measures to protect the Products or with a view to agreed restrictions in the duration of the right to use the Products. You shall not be allowed to remove or evade such a technical measure.
- 8.6. If, in deviation from Article 8.1, We are prepared to undertake to transfer an Intellectual Property Right, such an obligation may only be entered into expressly in writing. If it is expressly agreed in writing that Intellectual Property Rights regarding Services deliverables specifically developed for You shall be transferred to You, this shall not affect Our right to apply and to use, either for ourselves or for third parties, the general principles, ideas, concepts, designs, documentation, works, algorithms, programming languages and the like underlying such deliverables, without any limitation on other purposes. Nor shall a transfer of Intellectual Property Rights affect our right to develop Services deliverables for ourselves or third parties which are similar to those developed for You.

- 8.7. We do not provide any warranty that the use of the Products or Services deliverables does not infringe upon Intellectual Property Rights of any third party. However, if at any time after notice to Us of any such claim the use of such Products and Services deliverables is enjoined, We shall: (i) modify, at our cost, the Products and Services deliverables so that they become non-infringing; or (ii) replace the Products and Services deliverables no additional charge with non-infringing products acceptable to You. If none of the remedies under (i) to (ii) would be reasonably available to Us, We shall have the right to terminate the licenses granted hereunder.
- 8.8. We shall have no responsibility under Article 8.6 for any infringement of third parties' Intellectual Property Rights resulting from: (i) the use of the Products or Services deliverables in combination with other products or items, unless We sold, made or expressly recommended or approved such use as a combination in writing; or (ii) modification of the Products or Services deliverables after delivery, unless We made, expressly recommended or approved the modification in writing.
- 8.9. The remedies set forth in Article 8.6 are Our only obligations and Your only remedies in the event of infringement of third parties' IPR. Any further responsibility and liability is explicitly excluded.

9. Liability

- 9.1 Our liability under the Agreement for damage resulting from death, personal injury or damage to physical property, arising from Our violation of product safety regulations, shall per event be limited to the amount actually paid in compensation of such damage by Our insurance company.
- 9.2 Except as set out in Article 9.1, Our total liability under the Agreement shall be limited to direct damage, up to maximal 10 % (10 percent) of the amount of the price (exclusive of VAT) stipulated for the Agreement.
- 9.3 "Direct damage" shall solely mean:
- A. reasonable expenses which You would have to incur to make Our performance conform to the Agreement; this alternative damage shall not be compensated, however, if the Agreement is terminated by or at the suit of You;
 - B. reasonable expenses incurred to determine the cause and scope of the damage, insofar as the determination relates to direct damage within the meaning of these Terms; and
 - C. reasonable expenses incurred to prevent or mitigate damage, insofar as the You demonstrate that these expenses resulted in mitigation of direct damage within the meaning of these Terms.
- 9.4 Except as set out in Article 9.1, Our liability for any other damage than direct damage, including without limitation consequential damage, consequential loss, lost profits, lost savings, loss of goodwill, damage through business interruptions, damage ensuing from claims by third parties and mutilation or loss of data, shall be excluded.

9.5 The limitations mentioned in the preceding paragraphs of this Article 9 shall not apply if and insofar as the damage is the result of intentional acts or omissions or gross negligence by Us or Our managers.

10. Force Majeure

10.1. We shall not be liable to You for any failure or delay to perform Our obligations under the Agreement, to the extent that such failure is caused by any event beyond Our reasonable control, including without limitation acts of God, outbreak of hostilities, riot, civil disobedience, acts of terrorism, plague, fire, explosion, flood, the act of any government or authority including revocation of any license or consent, strikes, facilities shutdowns, the inability to obtain necessary labor and failure of electronic communication systems (each a "Force Majeure Event").

10.2. If We are affected by a Force Majeure Event, We shall promptly notify You in writing of the nature and extent of the circumstances in question.

10.3. Should any Force Majeure Event prevent Us from performing any of Our obligations hereunder for more than 60 days/months, You shall have the right to wholly or partially terminate the Agreement with immediate effect by written notice.

11. Termination

11.1. You may terminate the Agreement for convenience at any time by means of a written notice to Us observing a notice period of thirty (30) calendar days. In case We have incurred expenses before Your termination for convenience, You shall reimburse Us such expenses if We (i) actually incurred the expenses and (ii) were unable to avert incurring such expenses after receipt of notice of termination and (iii) are unable to put the expenses to use otherwise.

11.2. Except if Article 17.2.5 applies, each Party may terminate the Agreement upon thirty (30) days prior written notice in the event the other Party breaches any material term or condition of this Agreement, provided, however, that during such notice period, the Party in default may cure its default and thereby abate the termination; provided, further, that if such default shall require a longer period to remedy, as long as the Party in default has taken reasonable steps within such period to commence the curing of the default, the termination shall be abated, as long as such steps continue to be taken. If You are in default hereunder, We may suspend all work during such cure period without liability to You.

11.3. If, at the time of termination under Article 11.2, You have already received performance in connection with execution of the Agreement, this performance and the related payment obligation shall not be cancelled, unless You prove that We are in default with regard to that performance. Amounts which We have invoiced before the termination in connection with what it has already properly performed or delivered to execute the Agreement shall, subject to the provisions in the preceding sentence, continue to be owed in full and shall be immediately payable at the time of termination.

- 11.4. Each of the Parties may partly or completely terminate the Agreement in writing with immediate effect and without a notice of default if the other Party is granted a provisional or non-provisional suspension of payments, if a petition for liquidation is filed with regard to the other Party or if the other Party's business is wound up or terminated for other reasons besides a business reconstruction or merger. We shall never be obliged on account of this termination to refund funds already received or to pay damages.

12. Transfer and assignment

We shall have the right to transfer, assign or subcontract a part or the whole of these Terms and/or the Agreement, including without limitation to any of our Affiliates. You shall not have the right to transfer, assign or subcontract a part or the whole of these Terms and/or the Agreement without first obtaining our written approval of the same.

13. Export control

Export laws and regulations of the European Union and any other relevant local export laws and regulations may apply to the Products and Services. The Parties agree that such export control laws govern the use of the Products and Services (including technical data) and any services deliverables provided under the Agreement, and the Parties agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). The Parties agree that no Products or data, information, software and/or materials resulting from Services will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

14. Governing law and jurisdiction

These Terms and the Agreement are governed by the laws of the Netherlands. Any disputes resulting from these Terms and the Agreement shall be exclusively brought before the competent court in 's-Hertogenbosch, the Netherlands. However, in the event You have Your statutory seat in a country in which a decision of a Dutch court is not enforceable, the dispute will be exclusively settled by means of arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (NAI). The place of arbitration in that event shall be Amsterdam, the Netherlands. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980, is excluded.

SPECIFIC PROVISIONS FOR SERVICES

In addition to the General Provisions in these Terms, the provisions set forth in Article 15 – 19 shall apply if We provide Services to You. In case of discrepancies between the General Provisions and these Specific Provisions for Services, these Specific Provisions for Services shall prevail.

15. Performance

- 15.1 If it has been agreed that the Services shall be provided in stages, We shall be entitled to postpone the start of the Services which are part of a stage until You have approved the results of the preceding stage in writing.
- 15.2 In performing the Services, We shall only be obliged to follow Your timely and sensible instructions if this has been expressly agreed in writing. We shall not be required to follow instructions which change or supplement the substance or scope of the agreed Services.
- 15.3 In order to enable Us to perform the Services in accordance with the Agreement, You shall always furnish Us in a timely manner with all data or information which is useful and necessary to execute the Agreement properly and provide full cooperation, including furnishing access to its buildings. If You utilise Your own employees in cooperating in the execution of the Agreement, these employees shall possess the necessary know-how, experience, abilities and characteristics. If You do not provide Us with the data, equipment, software or employees necessary to execute the Agreement, or do not provide this in a timely manner or in accordance with the agreements made, or if You otherwise does not fulfil its obligations, We may suspend execution of the Agreement in whole or in part, and We may charge the ensuing expenses in accordance with Our usual rates, all of this without prejudice to Our right to exercise any other legal right.

16. Modifications and additional work

If, at Your request of or with Your prior consent, We have performed work or rendered other performance which goes beyond the substance or scope of the agreed Services, You shall pay for that work or performance according to Our usual rates. You accept that such work or performance may affect the agreed or expected time of completion of the Services and the mutual responsibilities of the Parties. The fact that additional work (or the demand for it) arises during execution of the Agreement shall never be a ground for You to terminate the Agreement. Insofar as a fixed price has been agreed for the Services, We shall, upon Your request, inform You in writing in advance about the financial consequences of the extra work or performance.

17. Development Services

17.1 Project Plan. If the Agreement provides for Development Services, We shall perform such services in accordance with a project plan to be agreed between the Parties.

17.2 Acceptance.

17.2.1 *Purpose of Acceptance*. The purpose of acceptance is to verify whether the deliverables of the Development Services meet their applicable specifications, as agreed between the Parties. In order to be able determine whether such purpose is met, the Parties will agree upon an acceptance test protocol. Therefore, such protocol shall be decisive in determining whether the services deliverables meet the applicable specifications.

17.2.2 *Acceptance Testing*. The Parties shall jointly perform acceptance testing upon Our notification that the services deliverables are ready for testing. You shall give Us a written statement of rejection of a deliverable for failure to materially conform to the acceptance test protocol within twenty (20) business days following completing of acceptance testing (the "Acceptance Period"). Such written statement of rejection shall include a detailed and complete description of Your basis for asserting the alleged defect. If the Acceptance Period passes without written and specified notification of well-founded complaints, or if You have commenced commercial use of the applicable deliverable without Our explicit prior approval, such deliverable is assumed to have passed the applicable test.

17.2.3 *Remedial Work*. We shall only perform remedial work at Our own expense if You reasonably demonstrate that the relevant defects are the result of Our breach of the warranty set out in Article 6.1.3 above.

17.2.4 *Grace Period*. The Parties shall in good faith agree upon the period in which We are required to make the defective service deliverables compliant (the "Grace Period"). You shall carry out repeat acceptance tests as soon as reasonably possible upon Our notification about the rectification of defect(s) and shall carry out such repeat tests as expeditiously as possible, and with Our reasonable cooperation. Any failure to do so shall entitle Us to extend the Grace Period equal to the delay in question.

17.2.5 *Termination after Grace Period*. If, after the expiry of the Grace Period, We have not delivered the applicable service deliverable to You in a form that satisfies, in all material aspects, the applicable specifications, You shall be entitled to (i) demand remedial work of Us as set out in this Article 17.2 once more, or (ii) terminate this Agreement with respect to such deliverable provided that: (1) such termination shall not relieve You of Your obligation to pay Us in full for all development work performed until the date of termination (including hardware ordered by Us in the course of such performance); and (2) such termination is reasonable under the circumstances.

17.2.6 *Consequences Acceptance*. To the extent that the services deliverables pass acceptance testing, such deliverables shall be deemed to comply with the applicable specifications and We shall have no further obligation with respect to the services deliverables.

18. Hosting Services

We provide Hosting Services to You on the basis of sub-contracts concluded with third party providers, such as but not limited to Amazon. The provision of Hosting Services shall be solely subject to the terms and conditions of service and/or service level agreements concluded between Us and such third party providers. Such terms and conditions shall be made available to You at Your request.

19. Maintenance and Support Services

Our provision of Maintenance and Support Services shall, in addition to the provisions of these Terms, be subject to the provisions of the Service Level Agreement. In case of discrepancies between the Service Level Agreement and these Terms, the Service Level Agreement shall prevail.
