

I. Definitions

1. In these General Terms and Conditions of **Airoc B.V.**, registered at KvK Noordwest-Holland 60257911, with its registered office at Jan Ligthartstraat 1 te Alkmaar, the Netherlands (hereinafter to be referred to as General Terms and Conditions or "GTaC") the following terms shall be interpreted as follows:

Agreement: Every arrangement or other legal relationship between Parties relating to the delivery/provision of Goods or Services by Airoc.

Airoc: Every (subsidiary) related company forming a single economic entity with Airoc B.V. (including all other trade names of Airoc B.V. as registered in Dutch Commercial register) in any manner which wishes to enter or has entered into legal relationship with Customer. Specially appointed Dealers as inter-mediators and appointed sellers of Airoc's services and products.

Customer: Every (legal or natural) person that submits an order, with whom Airoc intends to enter or has entered into a legal relationship.

Defect: Particular error of delivered Goods or Works by Airoc to the extent that these Goods or Works strongly deviate from the functional specifications expressly agreed in an Agreement between Parties. Such Defect shall only be deemed to exist in case it is possible to clearly demonstrate it to Airoc and in case the Customer has without undue delay notified Airoc of its appearance in writing, including the details of the Defect.

Goods: Platform including its full content, owned by Airoc, offered to Customers from which they can choose different products and various services provided by Airoc, and combine these as they wish, within the possibilities. All offered products, services, equipment's related to App or facilitating App, all applications and interfaces used are designed by Airoc and are solely owned by Airoc.

App: Airoc is the intellectual creator, the creative inventor of specific content, the completion and application of the Applications: Airoc, Airoc Plus and Floop (then jointly referred to only as "**App**") and of the separate re-branding of the App for customers.

Offer: Every proposal, quotation or statement relating to specific Goods or Services which Airoc presents to Customer in writing.

(binding)

Order: *Written* request to enter into an Agreement concerning the delivery/provision of specific Goods or Services, which the Customer submits to Airoc.

Parties: Customer and Airoc.

Party: Customer or Airoc.

Services: Work or activities which are provided or conducted by or on behalf of Airoc in any manner.

Software: All computer programs which are developed by or for and on behalf of Airoc including the documentation relating thereto which is provided by Airoc.

Supplier: Provider, subcontractor or licensor of Airoc.

Work-day: Monday till Friday, from 9.00 to 17.00, except for official public holidays in the Netherlands.

Works: Work results created by or on behalf of or for Airoc and the applicable intellectual property rights arising from providing of the Services by or on behalf of Airoc.

II. Introductory provisions

1. These General Terms and Conditions shall apply to all Offers, Orders and Agreements. Deviations from these General Terms and Conditions shall only be valid upon explicit permission by Airoc and when expressly agreed in writing between the Parties. Notwithstanding the provision of paragraph 5 of this Article below, the Parties proclaim and commit that no general or special purchase conditions, terms of delivery or other terms and conditions other than these General Terms and Conditions shall apply to the Offers, Orders and Agreements and that this commitment stays applicable during the whole term of the legal relationship between the Parties.
2. If any provision of these General Terms and Conditions will be declared null, become invalid or will be annulled, the rest of the provisions shall not be affected thereby and shall remain in force. In such a case Airoc shall as soon as possible replace such invalid provision(s) by other legally valid provision(s), which shall be similar in their meaning and purpose to the invalid ones. The Customer shall be obliged to comply with the replaced provisions that became immediately effective and applicable to the legal relationship between the Parties.
3. Offers, Orders and Agreements between the Parties shall require written form and any further specifications and any amendment, change or alteration thereof shall be done in consent of the Parties and shall require written form as well.
4. The term in writing shall be understood to include the sending by: post, e-mail, EDI and other electronic means of communication in general use.
5. The Customer takes explicit notice of the fact that Airoc is also bound by the terms and conditions of its Supplier of Goods and Services, when applicable. In such case these terms and conditions of the Supplier will **prevail above** these General terms and conditions and become applicable to the relationship of the Parties instead. The Customer shall obtain the given terms and condition of the Supplier as soon as possible and shall accept them by giving his written consent. When this written consent is not granted, Airoc will be entitled to cancel and terminate all Offers and Agreements valid between the Parties and end the legal relationship with the Customer without any further compensation or obligations.

III. Offer

1. Offers of Airoc are considered at first as not binding on the Customer and therefore shall be considered only as an invitation for the Customer to place a binding Order.
2. An Offer is valid for a definite period of 14 days, starting from the day on which the offer is made.
3. Offers shall apply only to one specific assignment and therefore they will not apply automatically to future assignments.
4. Airoc Offers, including all corresponding documentation and demos made available by Airoc are the property and stay the property of Airoc, also when in use by Customer. They may not be copied, nor be made available to third parties by the Customer without prior written permission of Airoc. If there is no contract concluded between Airoc and the Customer, the Customer shall not derive any rights thereof, nor continue to use the Offer concerned but shall immediately return all obtained property of Airoc back to Airoc.

IV. Agreement

1. An Agreement shall only be valid and effective when concluded and undersigned by both Parties and in case of implied conclusion when (i) the Offer was fully confirmed without any deviations or objections in writing by the Customer and (ii) Airoc started implementing the Order if only by preparatory work.

2. Iterations or additions (functional specifications) of deliveries/provision of Goods or Services required by the Customer, additional to what already has been agreed by the Parties, cannot be enforced and shall only take place when explicitly agreed upon by Airoc in writing. Airoc may require that a separate written agreement is concluded in this respect.
3. Any alterations or additions, which could in the opinion of Airoc result in any increase or extension of the deliveries/ provision of Goods or Services, shall be considered as additional work. Customer takes notice and agrees that he will be charged for the additional work separately, above the already agreed price, even if a fixed price had been agreed upon in the Agreement, according to its usual prices and rates of Airoc. In case of additional work Airoc shall notify the Customer promptly of its necessity and inform the Customer about the consequences of the additional work on prices, rates, specifications, planning and time-limits.

V. Termination of Agreement

1. Each of the Parties is entitled to prematurely terminate the Agreement concerned with an immediate effect, without prior notice of default and without prior judicial intervention, by registered letter, in case that (i) Party is in default with the performance of any financial obligations due under this Agreement for more than 30 (thirty) consecutive days and/or when a declaration of insolvency is issued by a court with respect to a Party, or (ii) the other Party if it is a legal person is dissolved or liquidated, or (iii) the other Party is granted moratorium on payments.
2. Airoc is entitled to terminate the Agreement concerned in full or in part with an immediate effect, without prior notice of default and without prior judicial intervention, by registered letter, in case the Customer breaches its obligation(s) arising out of the given Agreement or does not fulfill its obligation in time. However, and at the same time it applies that Airoc is authorized to give such a notice to the Customer only after the Customer failed to redress breach of any of its obligations within 30 (thirty) consecutive days after receipt of a written reminder describing the default of the Customer and including the notice that due to such default the Agreement may be subject to early termination.
3. If the Customer has already received Goods or Services from Airoc, which he did not yet pay for, at the moment of termination of the Agreement, the Customer shall immediately return all he received to Airoc or pay for these received Goods or Services the full agreed amount stated on invoice issued by Airoc with immediate due without prejudice to Airoc's other rights.

VI. Prices/ rates, Payments

1. The Customer shall be obliged to pay the price/ rate to Airoc for agreed providing of the Goods and Services in conformity with the provisions of the Agreement and these General Terms and Conditions, issued by Airoc in the invoice. Prices and rates are expressed in Euros (EUR). Airoc shall issue an invoice that will meet the requirements of the Dutch tax law, including VAT and other governmental levies, if applicable.
2. The Customer shall pay the invoice within 14 (fourteen) days after issuance of the invoice, in full amount without any set-off, discount or suspension.
3. Airoc shall be entitled unilaterally to adjust prices and rates stated in an Agreement, with the amount which equals the inflation rate. In case the adjustment is higher than the inflation rate, Airoc shall be obliged to notify the Customer at least 1 calendar month in advance, before the adjusted invoice will be issued.
4. In case of any outstanding payments resulting from the Agreement, the Customer shall pay to Airoc a default interest according to the latest rate from [Betalingstermijn, incasso, rente | Ondernemersplein](#) the outstanding amount per month of delay. The Customer is considered to be in delay automatically without further notice of default being required, from the first day after the day on which the whole due amount had to be credited to Airoc's account, according to the invoice.

5. In case of any outstanding payments resulting from the Agreement, Airoc will be entitled (without prejudice to its other rights) to suspend the execution of the Agreement and in this case the Customer shall be obliged to reimburse Airoc for all damages and for the costs resulting from the default in payment of the Customer according to its usual prices and rates and for the charges of extra-judicial collection, including attorney's fees at its own costs without undue delay.
6. In case that the Customer does not agree with Airoc's invoice, he shall clearly communicate to Airoc in writing the reasons for his disagreement, within 5 days after receiving the invoice.
7. If applicable, travel costs are not included in the price and offer and will be charged separately in the amount of €70 excl. VAT per each commenced hour. This amount covers traveling time by car, fuel/electricity and amortization. The Customer takes notice that Airoc shall travel within a project maximum 2 hours distance one way from the seat of the registered office, or (if agreed upon in advance) 2 hours distance from home of the competent employee of Airoc, or a contractor hired for the project by Airoc to the Customer.

VII. Rights and Obligations of Airoc

1. For the purpose of delivering/ providing Goods and Services Airoc shall have enough qualified persons available and execute the delivery to the best of its knowledge and ability in compliance with the Agreement. Delivering/ providing of Goods and Services shall be based on the goods and information provided to Airoc by the Customer.
2. Should the Customer not be satisfied with the Services provided, Airoc shall be informed thereof in writing as soon as possible, but no later than 14 days after it has been established.
3. Airoc reserves its right to replace any person that had supposedly implemented the Agreement. In case that the Customer refuses to accept the substitute with equal qualifications, Airoc reserves the right to terminate the Agreement with immediate effect without any further obligations and compensation to the Customer.
4. Airoc reserves its right to engage a third professional party for the implementation of the Agreement, under the condition that this third party will be bound by the same confidentiality obligations towards the Customer as Airoc.
5. Airoc shall deliver/provide Goods and Services during Work-days, unless agreed otherwise in writing beforehand between the Parties. All proposed planning and time-limits submitted by Airoc at its Offer were planned and suggested, based on the information and circumstances given to Airoc by the Customer before the Offer was made.

VIII. Rights and Obligations of Customer

1. The Customer is obliged to provide timely access and if applicable also remote access to their IT system and timely provide facilities, equipment, (licenses relating to) software, (auxiliary) materials and information (including technical and functional documentation and other information) which Airoc reasonably needs for proper execution of an Agreement. The Customer shall also render all and adequate assistance necessary for the proper execution of the Agreement and give needed instructions (a.o. relating to safety and other relevant subjects) to Airoc. All the above mentioned shall be provided free of charge.

The Customer acknowledges that the provision of services by Airoc at the Customer is fully dependent on timely and complete information also from the stakeholders of the Customer involved in the project and their cooperation - availability. The Customer agrees to be available for regular constructive meetings with Airoc, introductory as well as follow up appointments. The Customer is expected to confirm the outcome of the steps in the project (to give his feedback) without any unreasonable delay after the Customer is asked for his consent by Airoc. The Customer is aware of the fact that denial of his timely and adequate consent (feedback) with the offered solution hinders Airoc from finishing the project successfully and within the set time frame.

The Customer recognizes that the activities of Airoc within a project at the Customer have clear boundaries, set in the scope for the given project.

2. If the Customer does not (adequately) comply with the provisions of Article VIII. par. 1 or does not do so in time, the Customer will be in default, and Airoc shall be entitled to suspend the execution of the Agreement concerned and shall be entitled to reimbursement of the costs, damages and loss of earnings resulting from the default of the Customer, according to its usual prices and rates.
3. The Customer agrees to indemnify Airoc and shall hold Airoc harmless from and against all and any losses, damages, costs, expenses and claims, inquiries, judgments made by third parties, which Airoc, including but not limited to employees of Airoc, may suffer and incur arising out of or in any way in connection with any breach of any obligation, duty or undertaking under and pursuant to the Customer and/or his personnel.
4. The Customer is responsible for ensuring the Goods and Services are suitable for its requirements. The Customer shall be solely responsible for choice, use, security, making of back-up copies and correct application of Goods and Services provided by Airoc within or outside Customer's organization, unless explicitly agreed otherwise in writing between the Parties.
5. By entering into an Agreement with Airoc, allows the Customer Airoc to process the Customers' personal data as a reference and for the benefit of its marketing purposes, which will be subject of protection and treated as confidential information. Airoc is not authorized to disclose, provide or make available the personal data in any way to any third party.
6. The Customer is allowed to cancel the planned appointments with Airoc in advance, at latest 48 hours before the appointment. Failing to do that, the Customer is obliged to pay to Airoc 50% of the lost income resp. the price the Customer would otherwise pay for the appointment. For the purpose of establishing the price of the appointment, the reimbursement of half of the given sum, the time as agreed between Airoc and the Customer, confirmed either by the invitation via mail (sent by Airoc, accepted by the Customer), or an email to the Customer, should be used.

In case the appointment is canceled by the Customer later than 48 hours before the appointment due to force majeure or due to reasons beyond his control, for example acute sickness, no reimbursement rate will be charged.

7. The Customer will not for any other reason than regarding the Agreement with Airoc, approach the (ex) employees or (ex) self-employed relations working under a contract for Airoc and will not give them any direct orders that could be concurrent to the services provided by Airoc. The customer acknowledges that the employees and self-employed relations are bound by a competition-clause. The Customer will not use the personal data and contact information of the (ex) employees or (ex) self-employed relations working under a contract for Airoc, for any other purpose than for the purpose for which it was provided under the Agreement.
8. The Customer is obliged to treat the personal data and contact information of the (ex) employees or (ex) self-employed relations working under contract for Airoc as Confidential Information and prevent any disclosure of Confidential Information to third parties, including, without limitation, other clients of Parties, competitors to Parties, the public and the press.

IX. Contact person

1. The Customer and Airoc shall each appoint a competent contact person and include him/her in the Agreement. The contact persons will be responsible for a smooth and satisfactory cooperation and clear and timely communication of the Parties.

X. Development and delivery of Software

1. If the Customer orders Airoc to develop and/or deliver customized Airoc Software, the Parties shall arrange and specify the (manner of) development or delivery thereof in detail, determined in a written Agreement. Airoc shall perform this development and/or delivery with due care based on the goods and information

provided by the Customer and specified in the given Agreement. The development work of Airoc is always carried out on the basis of a best efforts obligation, unless and to the extent the written agreement with Airoc expressly promised a result and the concerning result has been described with sufficient definiteness. Customers bear the risk of the selection, use, application and management in its organization of the equipment, software, websites, databases and other products and materials and the services to be provided by Airoc. Airoc is, after completion, not required to continue to maintain and develop the software.

2. Only if agreed in writing between the parties, Airoc will install the software at the Customer. In the absence of express agreements, the Customer will install and set-up the software itself.
3. The parties may agree prior to the conclusion of the Agreement that an acceptance test will be performed on the software delivered by Airoc, with respect to pre-defined acceptance criteria.
4. Airoc Software shall be considered to be accepted (i) if no acceptance test was agreed between the Parties: on delivery or, if it was agreed that the installation would be carried out by Airoc, on completion thereof, or (ii) if an acceptance test was agreed: on the first day following the test period, or (iii) if Airoc receives during the test period test report about a Defect: from the moment the Defect was removed.
5. If no acceptance test was agreed, the Customer accepts the Airoc Software in the condition as it is at the moment of its delivery or (in case installation was agreed) the installation by Airoc, and therefore with all visible and invisible defects. To confirm the delivery and/or installation of the Software and its compliance with the specifications, an Acceptance Delivery Form shall be signed by both parties.
6. If an acceptance test was agreed, the test period will constitute 10 days after delivery or, if it was agreed that the installation would be carried out by Airoc, after completion thereof. During the test period, the Customer is not allowed to use the delivered software for productive or operational purposes. If the Customer during the test period before the moment of acceptance makes any use of the delivered software for productive and/or operational purposes, the software shall be considered fully accepted from the start of that use.
7. If during the performance of the acceptance test, the delivered software contains errors, the Customer shall immediately and no later than the last day of the test period notify Airoc through a written and detailed test report. Airoc shall use its best efforts to repair the identified errors within a reasonable period. Errors include a substantial failure to meet the functional and/or technical specifications agreed by the parties in writing. An error occurs only if the Customer can prove it and if it is reproducible.
8. Acceptance may not be refused on grounds unrelated to the specifications expressly agreed between parties. Moreover, acceptance may not be refused because of the existence of minor errors, i.e. errors that do not hinder operational - and / or productive use of the delivered software, notwithstanding the obligation of Airoc to repair these minor errors under the warranty, specified in Article VII. Par. 6, if applicable
9. If it was agreed between the Parties that Airoc Software would be delivered, tested and accepted in stages or parts, Airoc shall be entitled to postpone the delivery forming part of the next stage until Customer has accepted the delivery forming part of the preceding stage. The non-acceptance of any stage or part shall not prejudice possible acceptance of any earlier stage or any other part.

10. Airoc cannot guarantee that the result will work in all environments without interruption or errors. The result and the display can depend on external factors such as systems, browsers, screen resolutions or operating systems, as well as (unexpected) peak loads in the number of visitors. Airoc does not guarantee that the software works properly with all types or new versions of the Web, Internet browsers and operating systems, or when using Third Party Apps (APIs) and any other software. Airoc also does not guarantee that the equipment works well in conjunction with other equipment.

XI. Maintenance and support Services

1. If the Customer requests Airoc to maintain or support particular Goods or Works offered by Airoc, the Parties shall determine and specify the content and scope of the maintenance and support of such Services in a separate agreement and/or SLA (Service Level Agreement). Without express written agreement, Airoc is not responsible for vulnerabilities, updates and upgrades of (open source) software as referred to in the preceding sentence. Only the specific software - the native apps, running on last but one or latest iOS and Android, re-branded and processed into the App on behalf of Airoc can be supported and maintained.
2. The rates agreed in an Agreement for maintenance or support Services shall apply for a period of calendar year, commencing on the effective date of the Agreement and shall be invoiced per the whole calendar year in advance. Payments must be made within 14 days of the invoice date, without deductions or settlement. In case the Agreement becomes effective during the year, the price/ rates shall be proportionally reduced with regard to the calendar months during which the Agreement was not yet effective.
3. Unless explicitly agreed otherwise, an Agreement on maintenance or support Services shall be valid for the same period as the Agreement.
4. If maintenance or support Services were not agreed upon the delivery of Goods or Works by Airoc itself, Airoc cannot be compelled by the Customer to enter into such maintenance or support Agreement at a later moment.

XII. Intellectual property rights

1. Airoc is entitled to (has the sole entitlement to) all intellectual property rights regarding all the data and all information required for creating of the App, without being limited to all working methods, research results, reports, texts, logos, slogans, drawings developed by Airoc and all documents, publications and guidelines, the solutions and application of the App that the Customer comes to know, it has been communicated to him or made available in the context, during or after of the implementation of the Order, to be and remain the exclusive property of Airoc. Only Airoc is authorized to establish IP rights on this work and regarding full content of the platform, all offered products, services, equipment's related to App and facilitating App, all applications and interfaces used and designed by Airoc included. The Customer acknowledges that the Supplier of the Software is the sole owner of the software code. The Customer shall not acquire at any time any intellectual property rights unless expressly granted under the terms and conditions of the Supplier concerned, these General Terms and Conditions, in a written Agreement or explicitly agreed in writing between the Parties.
2. Only and exclusively Airoc, or Dealers specially appointed by Airoc as intermediaries / sellers of Airoc's services and products, **can use the App**, irrevocably, under conditions of Airoc, worldwide (or in all countries where Google Cloud services work and at the same time where the Playstore and Appstore are accessible) without restrictions in time, the manner or scope, and let it be used and exploited, make it public and available to the customers.

Airoc received from the Supplier of the Software, as the owner of the license, a worldwide license (resp. in all countries where Google Cloud services work and at the same time where the Playstore and Appstore are

accessible) for unlimited and non-exclusive user-rights of software regarding the App, and is solely permitted by itself or through the Dealers to provide them or sell them to Airoc customers.

The Supplier of the Software is itself responsible and contractually bound to Airoc for the constant availability /accessibility, completeness, accuracy, good functionality and / or effective operation and maintenance of the software and guarantees that licensed software is always displayed legally in faithful, complete and always in an up-to-date version.

3. As for Goods and Works which Airoc created or developed itself (when Airoc is considered the sole owner by all Parties), Airoc shall indemnify the Customer against claims made by third parties relating to Goods and Works exclusively in connection with an (alleged) violation of an intellectual property right valid in the Netherlands. Such indemnification shall be provided with respect to the limitation of liability of Airoc specified in Article XV. of these General Terms and Conditions.
Upon request of Airoc shall the Customer in such cases (i) notify Airoc of the existence and substance of the claim forthwith in writing and in detail, (ii) render all necessary and adequate cooperation and assistance to Airoc, (iii) let Airoc to deal with such claim entirely, and (iv) grant Airoc power of attorney necessary to defend itself against such claims, on behalf of the Customer, if necessary.
4. The obligation to indemnify the Customer as referred to in Article XII. par. 2 shall lapse entirely (i) if the violation concerned relates in any way to a modification of the Goods or Works or any changes made by other party than Airoc, or (ii) if the violation concerned is not imputable to Airoc.
5. In case of claims made by third parties Airoc shall be entitled to replace or modify Goods or Works or any part thereof, or to dissolve the Agreement concerned in full or in part, in case there is no other suitable solution possible in the opinion of Airoc.
6. The use of any materials that are possibly protected with copy-rights from other parties (as well as all other rights of intellectual or industrial property) regarding *designs, sketches, illustrations, drawings, models, software, quotations and all other content such as exams etc. and all additional modifications or amendments made by the Customer,*) within the App or within the content of platform, is the Customer's full and sole responsibility. Airoc is not responsible for any infringement of any IP rights of third parties by the Customer when acting on his own discretion.
7. If an employee of Airoc or self employed supplier develops a good such as any application of interfaces (software) and all content of the platform, specifically for or required by Airoc, this good shall automatically be transferred to the ownership of Airoc as of the moment it is created or established. If the transfer of such IP Rights requires any further act, the employee of Airoc or self employed supplier shall provide Airoc with all required cooperation and assistance to make sure that the necessary acts shall be executed. Airoc shall reimburse all the reasonable costs related to such acts and assistance. The employee of Airoc or self employed supplier guarantee that their performance of development of good do not infringe the IP Rights or any other rights of any third party wherever. The self employed supplier shall indemnify Airoc and hold her harmless from and against any and all claims and damages that arise in connection with any claim brought by any person alleging that the performance of development of good or the use or possession of a good infringes the IP Rights or any other right of any person. The employee of Airoc or self employed supplier must notify Airoc of any alleged infringement of any IP Rights to any aspect as soon as he becomes aware thereof.

XIII. Right of use of Airoc Software

1. Airoc shall solely grant the Customer the non-exclusive, non-transferable right of use to certain Airoc Software, for the purpose of normal business operations of the Customer, for an agreed certain period of time. The right of use shall be understood as the right to load and operate Airoc Software only, as specified in the Agreement concerned.
2. The Customer shall not be entitled to transfer or sublicense the right of use referred to in Article XIII. Par. 1 in any way. For the avoidance of doubt, the right to use does **not** include the right to modify, copy and distribute Airoc Software. Furthermore, the Customer shall neither make nor cause in any way, any modifications or

additions to Airoc Software and carriers on which it is recorded . Last but not least, the Customer shall not hire, sell, sublicense, alienate or pledge Airoc Software, transfer Airoc Software as collateral or security, create an option right on it or make it available to a third party regardless the title (included but not limited to time-sharing).

3. Without delay after the termination of the right to use of a Airoc Software shall the Customer return all copies and all related documentation of the given Airoc Software to Airoc. In case it was agreed between the Parties that the Customer will destroy the copies of the Software at the moment of the termination of the right of use, the Customer shall forthwith report such destruction to Airoc in writing.
4. The right to use of the Customer does not extend to the source code of the Software, nor to the corresponding technical documentation, that shall not be made available to the Customer.
5. Airoc shall be entitled to take technical and judicial measures to protect Airoc Software. If Airoc secured the Airoc Software by means of technical protection, the Customer shall not be entitled to remove or evade such protection. In this case the Customer shall be obliged to reimburse Airoc for all damages.

XIV. Non-imputable failure

1. Single excess of time-limit or agreed planning shall not itself be considered as an imputable breach of an Agreement by Airoc.
2. Airoc shall not be liable for the non-performance of an obligation arising out of an Agreement if the non-performance concerned is neither caused by (or a result of) its negligence, nor for fulfillment of its obligations under the law, any legal act or acting according to generally accepted standards and therefore not imputable to Airoc. Airoc is liable only if the Customer suffers damage that is directly attributable to a culpable failure of performance by Airoc, and there is intent or gross negligence (in Dutch: "grove schuld") or willful misconduct (in Dutch: "opzet") on the part of Airoc, and the Customer also has not made any attributable faults with regards to the relevant incident.
3. Airoc is not obliged to fulfill any obligations if this is not reasonably possible due to force majeure. This includes, in addition to what has been determined on this matter in the law and case law, also all external causes, foreseen or unforeseen, on which Airoc has no influence, but due to which Airoc is unable to meet its obligations, including emergency maintenance necessary for safety and stability, misuse, such as hacking activities, outages caused by malfunctions in the equipment of the Customer, malfunctions caused by the Software and / or hardware supplied by a third party, inability of suppliers, government measures, electricity failures, failures of computer networks or telecommunication facilities, Work Occupation, strike, general transport problems, circumstances beyond its control, such as fires, floods, labor unrest, sickness, or any other cause beyond its control.
4. In cases specified in Article XIV. par. 2, 3 shall Airoc be entitled to suspend the performance of the obligations concerned without a previous judicial intervention.
5. In case such non-performance continues for more than 2 months Airoc shall have the right to terminate the Agreement concerned in full or in part. Under these circumstances Airoc shall not be obliged to pay any damages or offer any guarantee. In case of termination of the Agreement, work already performed and Goods and Services provided in compliance with the Agreement shall be compensated by the Customer in proportion, without any further mutual obligations.

XV. Liability

1. Claims for payment of damages shall expire if not reported by Customer to Airoc as soon as possible (without unreasonable delay) in writing and in detail.

2. In no event shall Airoc be liable for indirect damage, including - but not limited to - loss of revenue, consequential loss, loss of profits, lost savings, damage to data files and loss caused by interruption of operations. Furthermore, Airoc shall not be liable for any other loss or damage exceeding the total amount (exclusive of VAT) invoiced by Airoc to the Customer and paid by the Customer to Airoc in compliance with the Agreement concerned; however, in no case the given (total) amount of damages shall exceed €100.000 per calendar year.

'Other loss or damage' as referred to in the previous sentence shall exclusively be understood to include:

- (i) reasonable expenses of the Customer (a) to ascertain the cause and the extent of this 'other loss or damage', (b) to prevent or limit this 'other loss or damage' provided that these expenses had actually resulted in preventing or limiting such 'other loss or damage', and (c) to enable Airoc fulfill its obligation under the Agreement concerned, insofar as the Agreement concerned was not terminated by the Customer;
 - (ii) loss which the Customer or third parties incur in case it is directly related to Goods or Services provided by Airoc, with the exception of damage to Software, Works and data files.
3. In case an act or omission of Airoc causes death or bodily injury, Airoc's liability shall not exceed an amount of €100.000 per event, a series of related events being considered as a single event.
 4. In case loss or damage is caused by failure imputable to Airoc's due to gross negligence or intention of the management of Airoc, Airoc's liability shall not exceed an amount of €100.000 per event, a series of connected events being considered as a single event.

XVI. Processing Personal Data

1. Personal Data is being processed, as far as necessary for the proper fulfillment of Agreement and our service performance of the Agreement and the Order. The Personal Data are handled confidentially and processed in a proper and careful manner and in accordance with the inter Policy privacy of Airoc and the applicable Dutch Personal Data Protection Act and the General Data Protection Regulation. Airoc takes adequate technological and organizational measures for the accuracy and security of the collected personal information and to protect personal data against any form of unlawful processing or loss, taking into account the state of the art and the nature of the processing.
2. The Customer is entitled to request access to his/her personal data processed by Airoc at any time and without any related costs. The Customer has rights at least to cover the following issues:
 - whether or not Airoc processes customer's personal data;
 - the way in which Airoc process customer's personal data;
 - the option to inspect customer's personal data that Airoc processes;
 - objections to the processing of customer's personal data;
 - changes to customer's personal data if they (may) have been processed incorrectly;
 - limitation of customer's personal data ;
 - deletion of customer's personal data;
 - transfer of customer's personal data to customer self or to another organization at customer's request; - questions about the content of Privacy Policy of Airoc.
3. Storage and storage period of personal data – Airoc stores customer's personal data only as long as is needed - for the duration of the relation with Customer or Agreement. At the end of the relation or agreement Airoc

will store customer's personal data for the applicable legal storage period and after this period destroy these personal data.

4. Note: Airoc may not always be able to comply with a request. If this is the case, Airoc will let you know and explain the situation.
5. Airoc will never provide customers' personal data to third parties without customer's written consent or only if Airoc is legally required to do so.
6. Only employees or self-employed relations working under a contract for and the conditions agreed with Airoc are provided with customer's personal data only for the purpose of proper performance of the Agreement and the services provided to Customers on behalf of Airoc and her responsibility .
7. For the complaints regarding the way of processing of customer's personal data or customer's rights, please contact us at support@airoc.nl. The Customer may also file a complaint with the Personal Data Agency. For instructions, please visit www.autoriteitpersoonsgegevens.nl.

More information regarding the processing of personal data can be found in the privacy statement available here: - [Privacy Statement — Airoc](#)

XVII. Governing law and choice of forum

1. These General Terms and Conditions, Offers, Orders and Agreements and the execution thereof shall be governed by the law of the Netherlands.
2. All disputes arising from or relating to these General Terms and Conditions, Offers, Orders and Agreements or in connection with it, including any disputes in respect of the validity thereof, and the execution thereof, shall be solved by negotiations of the Parties or by mediation at the first place. Each of the Parties shall appoint one mediator of its choice within a maximum period of 1 month since the dispute arose. The appointed mediators shall appoint one presiding mediator by agreement within 14 days since they were appointed. The vote of each of the mediators shall have the same value. In case of the failure to settle the dispute by mediation within 3 months, the competent court in the Netherlands decides the dispute, in which case the Parties have agreed that the (local) jurisdiction to decide the above specified disputes shall have the competent court in Alkmaar, unless Airoc as plaintiff or petitioner chooses the competent Dutch court at the domicile or residence of the Customer.

XVIII. Waiver

1. The failure by any Party to enforce at any time or for any period a provision of these General Terms and Conditions shall not constitute a waiver of the other provisions of the General Terms and Conditions, nor of the right to enforce the provisions of these General Terms and Conditions subsequently.