

## **GENERAL TERMS AND CONDITIONS OF CENOSCO CUSTOM B.V.**

These General Terms and Conditions of Cenosco (“**Terms and Conditions**”) apply between (1) Cenosco Custom B.V., a company incorporated under the laws of the Netherlands, registered at the Chamber of Commerce with number 27314026, having its registered offices at Bezuidenhoutseweg 12, 2594 AV The Hague, the Netherlands (“**Cenosco**”), and (2) the company that enters into an agreement for the use of IMS (“**Customer**”). Cenosco and Customer are hereinafter collectively also referred to as the “Parties” and individually as a “Party”.

### **CHAPTER I: GENERAL PROVISIONS**

#### **1. DEFINITIONS**

The definitions used herein are set out in annex 1 to these Terms and Conditions.

#### **2. APPLICABILITY**

2.1 These Terms and Conditions apply to any requests, offers and the Agreement relating to the provision of a right to access and use (modules of) IMS and related services by Cenosco.

2.2 In the event of a conflict or inconsistency between any of:

- a) the Agreement,
- b) these Terms and Conditions,
- c) the Service Level Agreement, or
- d) any other documents referred to in the Agreement,

the document falling into the category first appearing in the list above takes precedence, unless expressly stated otherwise in writing with specific reference to the relevant section(s) of the higher ranked document that the lower ranked document wishes to deviate from.

2.3 These Terms and Conditions consist of this general chapter I and the following chapters:

- SaaS (chapter II);
- On Premise Installed Software (chapter III); and
- Professional Services (chapter IV)
- Training Terms and Conditions (chapter V)

Chapter I will always apply. Chapter II applies in addition when the Agreement concerns the provision of IMS as a SaaS solution, chapter III applies in addition to chapter I when the Agreement concerns the provision of an IMS on premise license and chapter IV applies in addition to chapter I and II or chapter I and III when the Agreement concerns the provision of Professional Services; chapter V applies when training is provided as part of the Services.

#### **3. THE SERVICES**

3.1 As from the Effective Date and for the term of the Agreement, Cenosco shall provide the Services set out in the Agreement and the SOW (if any) to Customer.

3.2 IMS and any Deliverable are provided on an “as-is” basis without, except as otherwise provided herein, any warranty – express or implied – of any kind, including but not limited to warranties of merchantability, fitness for a particular purpose and non-infringement.

3.3 Cenosco does not guarantee that IMS or a Deliverable made and kept available to the Customer under the

Agreement are free of defects and will operate without interruptions. Cenosco shall endeavour to fix any defects in IMS or a Deliverable within a reasonable period of time if and in so far as IMS or the Deliverable were developed by Cenosco itself and Cenosco has received detailed notification in writing of the defects in question. As and when necessary, Cenosco may postpone the fixing of defects until such time as a new version of IMS is brought into use. Cenosco shall be entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in IMS or a Deliverable. If the Deliverable was developed on behalf of the Customer, Cenosco shall be entitled to invoice the Customer for the work done to fix the defect(s).

3.4 Customer understands and agrees that IMS is only a software tool that may be used within the context of Customer’s and its Authorized Users’ asset integrity management processes and that it cannot exclusively be relied on. Customer and its Authorized Users remain solely responsible for their asset integrity management processes and all the decisions, actions and omissions made in that regard, irrespective whether such decisions, actions or omissions are based on IMS.

3.5 Cenosco may change, extend, enhance, or deprecate (modules of) IMS, or change or remove or add features or functionality of or to IMS from time to time for all customers. Cenosco will notify Customer in advance of any material changes to or discontinuation of modules of IMS that will materially affect Customer’s subscription. When extensions, enhancements or added functionality of IMS or APIs are made available to Customer, whether as part of an existing subscription or as an add on to the (modules of) IMS, the terms and conditions of the Agreement will govern Customer’s use and access to such extensions, enhancements or added functionality be it that APIs or new functionality may be made available at an additional fee.

3.6 Unless provided otherwise in the Agreement with explicit reference to this section 3.6 all performance and other dates contained in the Agreement are estimates only. Cenosco shall use reasonable efforts to meet such dates.

3.7 The mere fact that a (delivery) period or (delivery) date, final or otherwise, agreed in the Agreement or otherwise specified has been exceeded, shall not mean that Cenosco is in default. In all cases – therefore also in the event that the Parties have agreed a final (delivery) date explicitly in writing – Cenosco shall not be in default as a result of the fact that a (delivery) date has been exceeded until such time as the Customer has given written notice of default, in order to ensure that Cenosco has the opportunity to respond adequately.

3.8 The Customer accepts IMS or a Deliverable in the condition that it is in at the time of delivery (“as is, where is”) when it is validated for use in a production environment and with no material Errors. All visible and invisible Errors that do not inhibit IMS or the Deliverable from functioning in a production environment will be documented and provided to Cenosco.

3.9 The Customer is obliged to notify Cenosco in writing immediately of any perceived Errors.

3.10 Use of IMS or a Deliverable by Customer or its Authorized Users will be a deemed acceptance thereof.

#### **4. SERVICE LEVELS**

4.1 Cenosco shall use commercially reasonable efforts to meet the service levels in the Service Level Agreement (attached as an appendix to the Agreement).

4.2 Customer acknowledges that the uninterrupted availability of IMS cannot be guaranteed by Cenosco, due to inter alia the nature of the internet and the dependency on third-party software and equipment beyond the control of Cenosco (including Customer's IT infrastructure).

#### **5. GOVERNANCE**

5.1 The Parties shall each appoint a Contract Manager. Each Party may replace its Contract Manager at any time by giving prior written notice to the other Party. The Parties' respective Contract Managers will be responsible for (among other things):

- a) execution, management and control of the services and activities performed under the Agreement;
- b) overseeing the performance, progress and quality of the services provided by Cenosco; and
- c) any such other matters as may be agreed between the Parties from time to time.

5.2 The Contract Managers do not have the authority to deviate from the Agreement or to legally bind the Parties.

#### **6. CUSTOMER DATA**

6.1 Customer shall be responsible for the quality, completeness, accuracy and legality of Customer Data

6.2 Customer acknowledges and agrees that Cenosco may keep and use – both during the term of the Agreement and thereafter – a copy of the Customer Data gathered under the Agreement as part of a database containing anonymized and aggregated data of its customers. Cenosco may e.g. use this data for identifying trends, product improvement and benchmarking.

#### **7. CUSTOMER OBLIGATIONS**

7.1 Customer shall, and shall procure that its Authorized Users shall:

- a) be responsible for all non-Cenosco hardware and software used by it and its Authorized Users in combination or conjunction with IMS;
- b) use best efforts to prevent unauthorized access to or use of any modules of IMS by any person or entity, and notify Cenosco promptly after becoming aware of any such unauthorized access or use; and
- c) use IMS only in accordance with the Agreement and Cenosco's user guides and instructions, as well as in accordance with all applicable laws and regulations.

7.2 Customer shall not, and shall procure that its Authorized Users shall not:

- a) make any modules of IMS available to, or use any modules of IMS for the benefit of, anyone other

than Customer or the Authorized Users;

- b) create derivative works, decompile, decrypt, disassemble, modify, or reverse engineer IMS in any way;
- c) (re)sell, (sub)license, distribute, rent or lease any modules of IMS, or provide any modules of IMS on a service bureau, timesharing or similar basis;
- d) copy any features, functions or graphics of IMS for any purpose other than what is expressly permitted in the Agreement;
- e) send, store, or authorize a third party to send or store, spam, unlawful, infringing, obscene or libellous material, or any Harmful Code, in, through or with IMS;
- f) attempt to gain unauthorized access to, or disrupt the integrity or performance of any modules of IMS;
- g) use any intellectual property rights contained in or accessible through any modules of IMS for the purpose of building a competitive or similar product or service, or copying its features or user interfaces;
- h) use any modules of IMS for any unlawful or illegal activity;
- i) delete or alter any disclaimers, warning, copyright or other proprietary notices accompanying IMS;
- j) access any modules of IMS with an intention to probe, scan or test the vulnerability of any systems or networks, or to breach or circumvent any security or authentication measures; or
- k) disclose the login information of any of the user accounts to IMS managed by Customer to any third party, unless required by mandatory applicable law, in which case Customer shall notify Cenosco thereof as soon as reasonably possible.

7.3 Customer shall be responsible for the compliance by its Authorized Users (as well as any person it gives access to a user account managed by it) with Customer's and their obligations under the Agreement. Any acts or omissions by such person or persons will be deemed to be Customer's acts or omissions, and Customer will be deemed to have permitted or facilitated any such acts or omissions.

#### **8. CENOSCO DEPENDENCIES**

8.1 Cenosco's ability to perform the activities and services set out in the Agreement is dependent on Customer, its Affiliates and their third-party suppliers (including but not limited to the third-party data suppliers and third-party software providers). In order to enable Cenosco to perform such activities and services, Customer shall:

- a) timely make the right people with the necessary skills and the necessary knowledge available to Cenosco;
- b) provide in a timely manner all cooperation, information, data, documentation, materials and input reasonably required by Cenosco, and commit sufficient resources from technical and business teams to support Cenosco;
- c) make timely decisions, approvals and directions if and when requested by Cenosco;
- d) obtain all consents and permissions from third parties that may be required for Cenosco to

perform its obligations and exercise its rights under the Agreement;

- e) obtain all consents and permissions necessary for Cenosco to use any Customer or third-party systems and networks required for Cenosco's performance of its obligations under the Agreement, allowing and enabling Cenosco to work both on premise and remotely;
- f) arrange access to and communications with Customer's employees as needed for Cenosco to perform its activities;
- g) ensure the co-operation and performance of any other suppliers required to enable Cenosco to perform the activities and services set out in the Agreement; and
- h) meet its obligations set out in the Agreement.

8.2 Cenosco shall be excused from performing its obligations under the Agreement if and when Customer or its Affiliates or their third party suppliers (including but not limited to the third party data suppliers and third party software providers) fail to perform a task or to meet an obligation on which Cenosco's performance depends, which includes but is not limited to the dependencies set out in section 8.1 above.

## 9. REGULATORY COMPLIANCE

9.1 Each Party shall be responsible for compliance with all laws and regulations applicable to its company and its business, including but not limited to data protection law, fair labour, equal opportunity and environmental compliance laws, anti-bribery and anti-money laundering laws as well as laws regarding trade sanctions. Parties shall indemnify each other for any Losses arising out of their breach of laws or regulations applicable to them, or a breach of any of their obligations under this section 9.1.

9.2 Customer shall comply with Export Control Laws. Customer represents that it is the end recipient of the modules of IMS and any Deliverables supplied under the Agreement and that they are for civil use only. Customer must obtain at its own cost any export or import licenses which may be required in connection with the supply and use of any modules of IMS or any Deliverable under the Agreement. In this regard, Cenosco represents that, to the best of its knowledge, there are no export restrictions relating to IMS.

## 10. FEES AND INVOICING

10.1 Unless provided otherwise in this section 10:

- a) the charges and pricing for the activities and services performed by Cenosco under the Agreement are set out in the Agreement, and are subject to the limitations, conditions and assumptions mentioned in the Agreement;
- b) if a Customer demand arises for Deliverables or services that are not included in the scope or for which no specific arrangements on fees or pricing are set out in the Agreement or this section 10, Parties shall agree a change request laying down in writing, the requirements and price. Where Cenosco is requested to perform the additional services without an agreed change request Cenosco shall be entitled to charge Customer on a

time and material basis against standard rates. Alternatively, the costs of such activities and services may be estimated and invoiced by Cenosco before the start of such activities and services and must in that event be paid by Customer prior to the start of the activities. A correction of the price will be made for the final work done; and

- c) fixed project fees or milestone-based fees can be agreed between the Parties in writing, against which a specific project or activity may be invoiced by Cenosco.

10.2 Invoices under the Agreement may be sent to Customer by Cenosco or by any of its Affiliates. Cenosco will notify Customer of any Affiliates that will send invoices to Customer under the Agreement.

10.3 All amounts set out in the Agreement are exclusive of value added tax and all other taxes, costs, levies and (sur)charges, and exclude travel expenses and other out-of-pocket expenses, which will be added to each invoice, as applicable.

10.4 The amounts, fees and charges set out in the Agreement shall be adjusted annually on 1 January to reflect price inflation, using the greater of five per cent (5%) or the CPI Index "Dutch CBS Consumer Index for Households" as a basis for the adjustment, unless a price increase is already incorporated in the Agreement.

10.5 Cenosco shall invoice Customer for all fees, charges and expenses due under the Agreement at the moments and intervals agreed in the Agreement. Customer shall provide complete and accurate billing information to Cenosco and shall notify Cenosco of any changes to such information if and when they occur. Each invoice may contain:

- a) Subscription Fee;
- b) fees for the Professional Services performed during the preceding period;
- c) estimated time and material costs for specific or additional activities in accordance with section 10.1b);
- d) fixed project fees (if and when payable pursuant to the Agreement and or SOW); and/or
- e) milestone based fees (if and when payable pursuant to the Agreement and or SOW).

10.6 Customer's acceptance or sign-off of an activity, Deliverable or other deliverable will never be a requirement to send an invoice or to effectuate an obligation to pay an invoice.

10.7 Customer shall pay Cenosco invoices within 30 (thirty) days of the invoice date via a bank transfer to the account number specified in the invoice. In the event of late payment of an invoice, the amount payable by Customer will be increased with a rate equal to the higher of 2% (two percent) per month or the Dutch statutory commercial interest rate, which shall be calculated and due starting from the due date of the invoice and ending on the date on which effective payment is made. In addition, Cenosco will be entitled to recover all collection costs and expenses, including reasonable attorney fees.

10.8 Unless specified in the Agreement, any request by Customer for additional information or for assistance for the purpose of any administrative or internal

approval processes, shall not be considered a valid reason to withhold or postpone payment of a valid invoice of Cenosco.

10.9 In the event Customer disputes an invoice or any portion thereof, the Parties will follow the following procedure:

- a) Customer will notify Cenosco that it disputes the invoice or any part(s) thereof, giving detailed reasons for the dispute, within 10 (ten) Business Days of the invoice date. Any undisputed part shall be payable by Customer within the agreed payment term;
- b) Customer and Cenosco will endeavour to resolve the disputed part(s) of the invoice as soon as reasonably possible;
- c) where the outcome of the process under (b) is that Customer has been correctly charged, then that shall be the end of this procedure;
- d) where the outcome of the process under (b) is that Customer has been incorrectly charged, then Cenosco will at its option and depending on the situation, either set off any amounts that were correctly disputed by Customer against Cenosco's future invoices under the Agreement or issue a credit note.

If Customer has not timely disputed an invoice in accordance with the procedure set out above, then such invoice shall be deemed correct and accepted by the Parties.

10.10 If any amounts due to Cenosco or one of its Affiliates are 30 (thirty) days or more overdue, then Cenosco may, without limiting its other rights and remedies, suspend performance of its obligations under the Agreement (including but not limited to Customer's and its Authorized Users' access to IMS) until such amounts have been paid in full. Cenosco shall give Customer at least 7 (seven) days' prior notice of any such suspension.

## 11. INTELLECTUAL PROPERTY RIGHTS

11.1 Except as expressly provided in the Agreement, nothing in the Agreement shall transfer, assign, license or otherwise grant any Party any right or interest in the other Party's intellectual property rights.

11.2 Cenosco and/or its relevant Affiliate(s) or its licensors shall own all intellectual property rights in IMS and all Deliverables, and Customer will acquire no rights in such intellectual property rights or in IMS or any Deliverables. Customer shall not seek any intellectual property right related protection or file any application for such protection in any country worldwide related to any modules of IMS or any Deliverables. Cenosco grants to Customer for the term of the Agreement, a personal, limited, non-exclusive, non-transferable license for its Authorized Users to use IMS and the Deliverables on the Site(s) for the purpose of and to the extent required in the context of conducting Customer's and its applicable Affiliates' business, which Customer hereby accepts. On termination or expiry of the Agreement, the license shall automatically terminate, and Customer shall promptly cease the use of IMS. Cenosco may audit the compliance of Customer with this section 11.2 in

accordance with section 15. If from such audit it becomes apparent that Customer did not cease the use of IMS upon termination or expiry of the Agreement, Customer shall, without notice of default being required, forfeit to Cenosco (i) a penalty of 30% (thirty percent) of the total value of the Subscription Fee in the last 12 (twelve) months of the Agreement, plus (ii) the amount that would have been due as Subscription Fee for the period that Customer has been using IMS, after termination or expiry of the Agreement.

11.3 Customer shall notify Cenosco promptly after becoming aware of a claim that IMS or any modules thereof or a Deliverable infringes the intellectual property rights of a third party. It shall permit Cenosco to conduct any negotiations and litigation to settle such claim, it shall not make any admission in respect of such claim without Cenosco's prior written consent, and it shall upon Cenosco's written request, immediately cease all use of IMS or modules thereof or (the) relevant Deliverable(s).

11.4 If (a module of) IMS or a Deliverable are alleged to, or are held to, constitute an infringement of the intellectual property rights of a third party, then Cenosco may do any or all of the following, at its own option and sole discretion:

- a) make all reasonable attempts to procure for Customer the right to continue using the allegedly infringing modules;
- b) modify or replace the allegedly infringing modules so as to avoid the infringement; or
- c) while giving notice as soon as reasonably possible, terminate Customer's and its Authorized Users' access to the allegedly infringing modules (or the complete IMS if required in Cenosco's reasonable opinion).

Cenosco's obligations under this section 11.4 shall constitute Customer's sole remedy in relation to any infringement claims made in relation to IMS, any Deliverables, or any modules thereof.

11.5 Cenosco shall have no obligations under section 11.4 if Customer has not met its obligations under section 11.3 in full or if the (alleged) infringement is caused by (i) any use of (a module of) IMS or a Deliverable by Customer in breach of the Agreement or Cenosco's instructions, or (ii) any use of (a module of) IMS or a Deliverable in combination with equipment, software or other devices not approved by Cenosco.

## 12. LIABILITY

12.1 No Party shall be liable, whether for negligence, breach of contract, tort, misrepresentation or otherwise, for any indirect or consequential Losses, for any exemplary, special or punitive damages, for any loss of profits, goodwill, production, revenue or business opportunity, or for any missed or anticipated savings, arising under or in connection with the Agreement.

12.2 The total cumulative liability of Cenosco for any Losses incurred by Customer or any of its Authorized Users under or in connection with the Agreement, whether for negligence, breach of contract, tort, misrepresentation or otherwise, shall, in relation to all events occurring in a given calendar year, be limited

to an amount equal to the lower of (i) one time the aggregate fees invoiced to and paid by Customer under the Agreement in that calendar year and (ii) an amount of five hundred thousand Euros (€ 500,000). The exclusions and limitations of liability in this section 12 shall not apply to liability arising out of or in relation to a Party's (or its directors or employees) wilful intent, fraud or gross negligence.

### 13. INDEMNITY

13.1 Customer shall indemnify Cenosco and its Affiliates and hold Cenosco and its Affiliates harmless from and against any and all Losses suffered or incurred by them arising out of or in relation to:

- a) any breach by Customer or its Authorized Users of Customer's obligations under the Agreement;
- b) any claims, demands or suits by Customer's Authorized Users relating to IMS, the Agreement or Cenosco's or Customer's performance of the Agreement;
- c) any claims, demands or suits that:
  - i. the data or information provided by or on behalf of Customer or Customer's Authorized Users to Cenosco's or to IMS, or use of such data; or
  - ii. Customer's or Customer's Authorized Users' use of any module of IMS or a Deliverable in breach of the Agreement or Cenosco's instructions, infringes or misappropriates any third party's intellectual property rights or other rights, or violates any laws or regulations; or
- d) Customer or any of its Authorized Users sending or storing, or authorizing a third party to send or store, spam, unlawful, infringing, obscene or libellous material, or any Harmful Code, in, through or with (any modules of) IMS.

### 14. CONFIDENTIALITY

14.1 Each Party shall, both during the term of the Agreement and for a period of ten (10) years thereafter, keep the Confidential Information of the other Party confidential and not disclose such Confidential Information to any third party without the other Party's prior written consent.

14.2 Section 14.1 does not prevent the receiving Party to disclose information, which:

- a) is lawfully known by the receiving Party at the time of disclosure and was not acquired by it under any obligation of confidentiality;
- b) is or becomes publicly available, except as a result of a breach of the Agreement;
- c) is independently developed by the receiving Party without use of such Confidential Information of the disclosing Party as can be proven by the receiving Party;
- d) the receiving Party can show that was lawfully received by it from a third party who does not have an obligation of confidentiality;
- e) is disclosed by the receiving Party with the written approval of the disclosing Party free of restrictions;
- f) is required to be disclosed to potential business partners, their legal counsel, professional

consultants, accountants, banks, financing sources and/or their respective advisors, within the context of a potential co-operation or acquisition, provided that only the Agreement itself may be disclosed; or

- g) is required to be disclosed by law or rule of relevant regulatory authority, provided that, to the extent legally permissible, the receiving Party gives the disclosing Party reasonable prior written notice of such requirement to disclose and a reasonable opportunity to obtain a protective order. In the absence of a protective order the receiving Party takes the necessary steps to minimize the extent of disclosure to only that which is required to be disclosed by law and (prior to such disclosure) will (to the extent permitted by applicable law) advise and consult with the disclosing Party as to such disclosure.

14.3 Each Party shall:

- a) use the Confidential Information solely for the purpose of performing its obligations or exercising its rights under the Agreement;
- b) only make Confidential Information available to staff, subcontractors and/or – in case of a disclosure pursuant to section 14.2 f) – the recipients referred to in that section, on a need-to-know basis, and only after having made sure that each recipient is bound by confidentiality obligations that are at least as strict as those in the Agreement; and
- c) upon the other Party's first written request, promptly return to the other Party all Confidential Information in its or any of its subcontractors' possession.

14.4 Under no circumstances will Cenosco be required to share any personal data or information about their employees with Customer or its Affiliates, other than the names of such employees (without sharing any identification documents) to the extent required within the context of the Agreement.

### 15. AUDIT

15.1 Subject to prior written notice, Cenosco or its designated auditor may audit Customer's and its Authorized Users' use of IMS to ensure that they are in compliance with the terms of the Agreement. Customer shall provide all information and assistance as reasonably required in order to perform the audit and shall ensure that the Authorized Users do the same. Such an audit shall occur maximum 1 (one) time per year unless the audit showed a breach of the Agreement and Cenosco has instructed Customer to ensure compliance within a reasonable period, in which case Cenosco may perform a re-audit to audit such correction efforts.

15.2 If from an audit it becomes apparent that Customer uses (or used) IMS or a Deliverable out of the scope of the Agreement, Customer shall, without notice of default being required, forfeit to Cenosco (i) a penalty of 30% (thirty percent) of the total value of the Agreement, plus (ii) the amount that would have been due for the period that Customer has been using IMS or a Deliverable out of scope of the Agreement.

15.3 Each Party shall bear its own costs in relation to the audit. The costs of the auditor shall be borne by Cenosco. Such reasonable costs shall be reimbursed by Customer if the audit reveals a non-compliance in the number of Sites or type of users or with the Agreement.

## 16. NOTICES

16.1 Any notice or other formal communication to be given under the Agreement shall be in writing and shall be sent by registered mail to the address of the other Party as well as to the email address of the other Party, at the addresses set out in the Agreement.

16.2 A notice shall be deemed to have been given on the day of delivery or transmission if during normal Business Hours, or, if after normal business hours, on the next following Business Day, or, if mailed by registered mail, on the day which is 5 (five) working days thereafter or, in case a delivery receipt is issued, on the date of such delivery receipt.

16.3 Either Party may change its address details for notices upon notice to the other Party in accordance with this section 16.

## 17. FORCE MAJEURE

17.1 If a Party is prevented from or delayed in performing any of its obligations under the Agreement by a Force Majeure Event then:

- a) its obligations under the Agreement shall be suspended for as long as the Force Majeure Event continues;
- b) as soon as reasonably possible and at latest within 5 (five) Business Days after the start of the Force Majeure Event, the impacted Party shall notify the other Party of the nature of the Force Majeure Event, the time at which the Force Majeure Event started and the likely effects of the Force Majeure Event on its ability to perform its obligations under the Agreement; and
- c) as soon as possible after the end of the Force Majeure Event, the impacted Party shall notify the other Party that the Force Majeure Event has ended and shall resume performance of its obligations under the Agreement.

## 18. TERM AND TERMINATION

18.1 The Agreement enters into force on the Effective Date set out in the Agreement and shall remain in effect for the fixed period of time set out in the Agreement (the "**Term**") or until terminated by either Party in accordance with this Section 18.

18.2 Either Party shall be entitled to terminate the Agreement, with immediate effect or with effect from a later date at such Party's discretion, in the following events:

- a) if the other Party is in default of a material obligation and that obligation is not remedied within 30 (thirty) days after formal notice of default was given to the other Party;
- b) if a Force Majeure Event affecting the performance of the other Party continues for a period of more than 90 (ninety) days; or
- c) if the other Party is granted a suspension of payment (provisionally or otherwise), if a

bankruptcy petition is filed in respect of the other Party, if the other Party enters into a composition with its creditors, if a receiver or manager is appointed of any of the assets of the other Party, or if the other Party is going into liquidation for reasons other than reconstruction or the merger of companies.

18.3 In addition, each Party shall be entitled to terminate the Agreement, with immediate effect or with effect from a later date at that Party's discretion if, in relation to the ownership of the other Party, whether directly or indirectly, a person or entity subject to economic sanctions acquires control of that Party or a person or entity becomes related to that Party in such a way that it exposes that Party to sanction regime risks;

18.4 Cenosco shall be entitled to terminate the Agreement, with immediate effect or with effect from a later date at Cenosco's discretion if any undisputed amounts due to Cenosco by Customer under the Agreement are 30 (thirty) days or more overdue.

18.5 The Customer shall under no circumstances be entitled to terminate the Agreement before the end of the Term except if otherwise set out herein or agreed to by Cenosco in writing.

18.6 The Parties waive the right to rescind the Agreement.

## 19. CONSEQUENCES OF TERMINATION

19.1 On the effective date of termination or expiry of the Agreement:

- a) all rights granted by Cenosco to Customer under the Agreement will cease to exist, and Customer's access to and right to use IMS will end;
- b) Customer shall promptly cease use of IMS and all other intellectual property rights of Cenosco;
- c) each Party shall cease use of all Confidential Information of the other Party and remove such Confidential Information from its computer hardware and storage media; and
- d) Customer shall pay to Cenosco (i) the fees payable under the Agreement up to the effective date of expiry or termination and (ii) all reasonable demobilization costs.

19.2 Termination or expiry of the Agreement shall not affect a Party's accrued rights and obligations up to the effective date of expiry or termination. Notwithstanding the expiry or termination of the Agreement, all rights and obligations of the Parties, which by their nature survive the expiry or termination of the Agreement shall survive such expiry or termination. This includes sections 9.2, 11.2, 12, 13, 14, 15, 18, 19, 21 and 28 of these Terms and Conditions.

## 20. MISCELLANEOUS

20.1 Each Party shall perform, or procure the performance of, all further acts and things, and shall deliver, or procure the execution and delivery of further documents that are required by applicable law or are necessary or reasonably desirable to implement the terms of the Agreement.

20.2 Each Party shall be responsible for all of its own costs and expenses (including but not limited to those of its

Affiliates) incurred in giving effect to the provisions of section 21.1.

- 20.3 Cenosco, using its own discretion, shall have the right to subcontract (part of) its obligations under the Agreement to one or more third parties.
- 20.4 The Agreement may only be modified and/or amended in writing, executed by duly authorised representatives of the Parties.
- 20.5 Customer waives its right to set off any amounts due by it under the Agreement, or to suspend its performance under the Agreement.
- 20.6 The Agreement shall be binding on the Parties and their respective successors and permitted assignees.
- 20.7 Except as expressly provided in the Agreement, only a Party or a Party's permitted assignees or successors may enforce the terms of the Agreement. To the extent that any third-party stipulation is contained in the Agreement, a third party shall in no case become a party to the Agreement nor can it derive any rights from the Agreement.
- 20.8 The Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which is an original but all of which taken together shall constitute one and the same instrument.
- 20.9 The Agreement sets out the entire understanding between the Parties with respect to the subject matter thereof and supersedes all prior agreements, whether in written or non-written form.
- 20.10 Cenosco may, upon written notice to Customer, assign the Agreement or any or all of its rights and/or obligations arising out of the Agreement to any of its Affiliates, provided that the Affiliate shall agree in writing to be bound by the Agreement. Upon such an assignment, Cenosco shall have no further obligations under the Agreement with respect to the rights and obligations so assigned.
- 20.11 Customer is not permitted to assign or transfer any of its rights or obligations under the Agreement to any third party without the prior written consent of Cenosco. Any attempted assignment in violation of this section 20.11 shall be void and have no legal effect.

## **21. APPLICABLE LAW AND JURISDICTION**

- 21.1 The Agreement, and any and all disputes, controversies or claims arising out of or in relation to the Agreement and/or any further contracts resulting therefrom, shall be exclusively governed by and interpreted in accordance with the laws of the Netherlands, excluding its conflict of law rules. Applicability of the United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded.
- 21.2 In case of a dispute controversy or claim arising out of or in relation to the Agreement, including regarding the validity, invalidity, breach, or termination thereof the Parties undertake to do their best to reach an amicable settlement.
- 21.3 Failing an amicable settlement within a reasonable period, either Party may submit the dispute to be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The

arbitration shall take place in The Hague, The Netherlands and the proceedings shall be conducted in the English language. No award or procedural order made in the arbitration shall be published. Nothing in the Agreement will limit either Party's right or ability to seek preliminary injunction before the district court of Amsterdam, the Netherlands.

## **CHAPTER II: SAAS**

### **22. APPLICABILITY**

- 22.1 The provisions of this chapter II only apply in the event that Cenosco provides IMS as a SaaS solution to Customer.

### **23. ACCESS AND USE**

- 23.1 Cenosco will create an administration account for Customer on IMS so that Customer can access IMS and give its Authorized Users access to IMS and manage such access.
- 23.2 Customer is responsible for all activities that occur on IMS under the accounts managed by Customer (including those of Customer's Authorized Users), regardless of whether the activities are undertaken by Customer, its employees or representatives, or another customer or a third party. Except to the extent caused by Cenosco's attributable breach of the Agreement, Cenosco is not responsible for any unauthorized access to an account managed by Customer or any related information. Customer will notify Cenosco immediately if Customer believes that an unauthorized third party may be using Customer's account or if account information of any account managed by Customer is lost or stolen.
- 23.3 Customer agrees that Cenosco may monitor Customer's and its Authorized Users' usage of IMS, both for the purpose of monitoring compliance with the Agreement and for statistical and system administration purposes.

### **24. MAINTENANCE AND SUPPORT SERVICES**

- 24.1 As part of the SaaS subscription, Cenosco undertakes to provide maintenance and support to Customer and its Authorised Users in accordance with the Service Level Agreement (attached as an appendix to the Agreement).

### **25. HOSTING SERVICES**

- 25.1 As part of the SaaS subscription Cenosco will provide hosting services in relation to IMS and Customer Data.
- 25.2 Cenosco shall use reasonable efforts to establish and maintain safeguards against the unauthorized access, destruction, loss or alteration of Customer Data hosted by it.
- 25.3 Customer warrants that its users' access and use of IMS and Customer Data stored thereon, shall be fully compliant with the Agreement and applicable law.
- 25.4 In the event of any loss or damage to Customer Data, Customer's sole and exclusive remedy shall be that Cenosco shall use reasonable endeavours to restore the lost or damaged Customer Data from the latest available back-up of such Customer Data.

## 26. RETURN OF CUSTOMER DATA

- 26.1 At termination Customer can extract all Customer Data from IMS or, if Customer so requests before or within one week from the end date, Cenosco shall make available to Customer, without undue delay, a copy of all Customer Data then available in IMS, in a structured and widely used format as reasonably agreed between the Parties.

## **CHAPTER III: ON PREMISE INSTALLED SOFTWARE**

### 27. APPLICABILITY

- 27.1 The provisions of this chapter III only apply in the event that Cenosco provides IMS as an On Premise solution to Customer.

### 28. LICENSE

- 28.1 Subject to Customer's timely payment of the Subscription Fee, Cenosco grants to Customer for the term of the Agreement, a personal, limited, non-exclusive, non-transferable license to use IMS for the purpose of and to the extent required in the context of conducting Customer's business, which Customer hereby accepts.
- 28.2 On termination or expiry of the Agreement, the license shall automatically terminate, and Customer shall promptly cease the use of IMS. Cenosco may audit the compliance of Customer with this section 28 in accordance with section 15. If from such audit it becomes apparent that Customer did not cease the use of IMS upon termination or expiry of the Agreement, Customer shall, without notice of default being required, forfeit to Cenosco (i) a penalty of 30% (thirty percent) of the total value of the Subscription Fee in the last 12 (twelve) months of the Agreement, plus (ii) the amount that would have been due as Subscription Fee for the period that Customer has been using IMS, after termination or expiry of the Agreement.

### 29. MAINTENANCE & SUPPORT SERVICES

- 29.1 Maintenance and Support services as set out in this section 29 shall be included in the subscription.
- 29.2 For the purpose of this chapter III, "**Maintenance & Support**" covers the following activities:
- IMS support;
  - Preventive maintenance: taking appropriate preventive measures in order to ensure that IMS functions in accordance with the Agreement; and
  - Corrective maintenance: detecting and repairing Errors in IMS whenever Cenosco is notified thereof by Customer or otherwise becomes aware of the existence of such Errors.
- 29.3 Cenosco shall, where reasonably practicable, give Customer notice in advance of any maintenance and/or perform maintenance during an agreed maintenance window, however, Cenosco reserves the right to perform such maintenance at any time to the extent it reasonably considers this necessary.
- 29.4 Cenosco undertakes to provide support to Customer in accordance with the Service Level Agreement (attached as an appendix to the Agreement).
- 29.5 Cenosco undertakes to provide preventive maintenance by periodically inspecting IMS for

possible Errors and additionally in the event Cenosco is notified or otherwise becomes aware of possible Errors. In the event any Errors are identified, the provisions of section 29.6 shall apply.

- 29.6 For the purpose of corrective maintenance, Cenosco shall, following a notification of Customer to Cenosco of a reproducible Error in IMS, take measures aimed at the remedying of such Error. Corrective maintenance also includes the supply of temporary solutions or workarounds to bypass Errors. Cenosco shall replace such temporary solution or workaround with a permanent solution as soon as practicable, e.g. in the next release.
- 29.7 Cenosco shall notify Customer of any updates becoming available and shall inform Customer of the nature of the improvements that are part of the updates and any possible adverse effects that the update may have, to the extent known to Cenosco.
- 29.8 Customer is responsible for promptly implementing any update made available by Cenosco and for making changes to its IT environment as necessary to implement and use the update. Cenosco shall not be liable for any Losses caused by Customer's failure to implement updates. Customer acknowledges that the Maintenance and Support services will only be provided for the two most recent releases of IMS.

## **CHAPTER IV: PROFESSIONAL SERVICES**

### 30. APPLICABILITY

- 30.1 The provisions of this chapter IV apply in the event that Cenosco provides Professional Services to Customer. Professional Services will be agreed between the Parties in the Agreement and in more detail in a SOW.
- 30.2 Cenosco and Customer will detail the Professional Services to be provided by Cenosco in the Agreement or in a separate SOW, and Cenosco will invoice Customer for such Professional Services as agreed in the Agreement on a fixed price basis and/or a time and material basis as per the applicable rates for Professional Services agreed in the Agreement.

### 31. IMPLEMENTATION

- 31.1 The implementation services, if required, will be agreed between the Parties in the Agreement and a SOW. Unless provided otherwise in the Agreement, Customer shall be responsible for:
- enabling Cenosco to implement all required APIs, by performing all relevant instructions by Cenosco; and
  - if relevant, the building and maintaining of interfaces to be put in place between IMS and Customer's or third-party systems, and for making sure that the interfaces are adapted, if necessary, when adjustments are made to IMS, or Customer's or a third party's systems.



### 32. **DEVELOPMENT OF WORK PRODUCTS**

If the Agreement states that Cenosco will develop one or more Deliverables for Customer, Customer acknowledges that the time necessary to develop these may vary and may depend on Customer or third parties, and that the related costs will be payable by Customer. Cenosco will discuss the timeline and related costs with Customer.

### 33. **ACCEPTANCE TEST AND ACCEPTANCE**

33.1 If the Parties have not agreed in a SOW that an acceptance test will be carried out, the Customer shall accept (a module of) IMS or a Deliverable in the condition that it is in at the time of delivery ('as is'), therefore with all visible and invisible Errors, without prejudice to Cenosco's maintenance and support obligations.

33.2 If the Parties have agreed to an acceptance test in writing, the following provisions apply:

a) the test period shall be 14 (fourteen) days following delivery. The Customer is not entitled to use (a module of) IMS or a Deliverable for production or operational purposes during the test period. Doing so means acceptance of (a module of) IMS or a Deliverable as is. The Customer shall carry out the agreed acceptance test on the (interim) results using appropriately qualified personnel, and will provide Cenosco with a written, clear and understandable report on the test results.

b) the Customer shall be obliged to assess under its full and exclusive responsibility whether (a module of) IMS or a Deliverable delivered conforms to the agreed functional or technical specifications in writing. Except where agreed otherwise in writing, any assistance provided by or on behalf of Cenosco during the performance of an acceptance test shall be entirely at the risk and expense of the Customer.

33.3 (A module of) IMS or a Deliverable shall be deemed to have been accepted between the Parties:

- a) if the Parties have not agreed to an acceptance test: on delivery, or
- b) if the Parties have agreed to an acceptance test: on the first day following the test period, or
- c) if Cenosco receives a test report as referred to in section 33.4 before the end of the test period: at such time as the Errors described in the test report have been fixed, notwithstanding the presence of defects that do not preclude acceptance according to section 33.5.

Contrary to the above, if the Customer uses (a module of) IMS or a Deliverable for productive or operational purposes before the time of explicit acceptance, (a module of) IMS or a Deliverable shall be deemed to have been accepted in full, from the time at which such use commenced.

33.4 If on carrying out the agreed acceptance test it emerges that (a module of) IMS or a Deliverable contains Errors, the Customer shall notify Cenosco of the Errors no later than on the last day of the test period by means of a written and detailed test report. Cenosco shall make every effort to fix the Errors identified within a reasonable period of time, whereby

Cenosco shall be entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in (a module of) IMS or a Deliverable.

33.5 Acceptance of (a module of) IMS or a Deliverable may not be withheld on grounds that do not relate to the specifications explicitly agreed between the Parties, nor due to the existence of minor Errors, these being Errors that cannot reasonably be deemed to prevent the operational or productive use of (a module of) IMS or a Deliverable, without prejudice to Cenosco's obligation to fix these minor Errors under applicable maintenance and support arrangements. Acceptance may also not be withheld on the basis of aspects of (a module of) IMS or a Deliverable that can only be assessed subjectively, such as aesthetic aspects and aspects relating to the design of user interfaces.

33.6 Upon acceptance of (a module of) IMS or a Deliverable and Deliverables by Customer, Cenosco and its Affiliates shall be discharged of their duties and obligations in relation to the accepted Deliverable.

### 34. **MAINTENANCE AND SUPPORT FOR DELIVERABLES**

34.1 The maintenance and support services to be provided by Cenosco in relation to Deliverables that relate to IMS will be added to the scope of the Maintenance and Support Services. The annual maintenance and support fee shall be added to the Subscription Fee and shall amount to twenty-five per cent (25%) of the total fees paid for the development of such Deliverable. The Parties shall adjust the Subscription Fee to accommodate for this from the date on which the relevant Deliverable has been developed and made available to Customer or its relevant Affiliate.

34.2 The first invoice for the adjusted Subscription Fee payable in accordance with section 34.1 above shall be submitted by Cenosco to Customer at the date on which the relevant Deliverable is made available to Customer or its Authorized Affiliate, and will cover the Subscription Fee that is payable for that Deliverable for the remainder of the then current calendar year.

## **CHAPTER V: TRAINING SERVICES: CENOSCO ACADEMY**

### 35. **GENERAL**

35.1 Cenosco Academy provides different types of training services. By default, trainings are provided via the Cenosco online training platform. Cenosco in person (online) training delivered either as a customer dedicated (via an online medium or on-premise) training, or a shared training can be agreed between the Parties by exception.

35.2 Parties shall agree the type and number of trainings and (number of) participants, the timing (if applicable) and the price in the Agreement. Customer shall inform Cenosco without undue delay if a named participant no longer works for Customer. Customer and Cenosco may agree a replacement participant for the leaving participant and the relevant additional fee, if any.

35.3 Depending on the training the participant may receive a certificate of attendance or a certificate of success after the training. If agreed with the

Customer in writing, Cenosco will provide Customer with an overview of the participants that attended and of the participants that successfully passed the training.

35.4 Customer remains at all times responsible for the behaviour of its participants on the on-line platform or during in person training.

35.5 Customer may not provide third parties with access to Cenosco's training material unless they qualify as an Authorized User and Customer warrants that its participants will also refrain from providing other employees or third parties for whom no trainings are bought with access to Cenosco's trainings.

35.6 If training material is provided it may be retained by the participant. All Intellectual Property Rights to this material are held by Cenosco and/or third parties. Reproduction of the training material by or on behalf of the Customer is prohibited, unless with the prior explicit consent in writing of Cenosco.

### **36. CENOSCO'S E-LEARNING**

36.1 Cenosco e-learning is available 24x7. Support of the e-learning platform is available during Business Hours on Business Days.

36.2 Customer shall ensure that the participants it has enregistered for the Cenosco e-learning shall adhere to the following behaviour rules.

a) Customer and the participant have complete responsibility for the participant's account and everything that happens on their account, including for any harm or damage (to Cenosco or anyone else) caused by someone using that account without Customer's permission. Participant may not transfer the account to someone else or use someone else's account. If participants contact Cenosco to request access to an account, Cenosco may first verify if the requesting participant is indeed the owner of that account. When the training agreement with Customer terminates the agreed participants' accounts will be closed. In the event of the death of a participant, the account of that participant will also be closed.

b) Participants may post questions and remarks on the training platform. Customer is ultimately responsible for all the content posted by Customer's participants on the e-learning platform.

c) Customer's and participants' use of the training services and behaviour on Cenosco's e-learning platform must comply with applicable local or national laws or regulations of Customer's country. Customer is solely responsible for the knowledge of and compliance with such laws and regulations that are applicable to Customer.

d) If Cenosco is put on notice that a participant's content violates the law or the rights of others (for example, if it is established that a participant violates intellectual property or image rights of others, or acts illegally), if Cenosco discovers that a participant's content or behaviour violates the Cenosco use rules or if Cenosco believes a participant's content or behaviour is unlawful, inappropriate, or objectionable (for example if he or she impersonates someone else), Cenosco may remove that content and that participant, at its discretion, from its platform.

e) Cenosco may restrict or terminate a participant's permission to use the Cenosco e-learning platform or ban that or all participants' account at any time, with or without notice, for any violation of these Terms and Conditions, if Customer fails to pay any fees when due, for extended periods of inactivity, for unexpected technical issues or problems, if it suspects that a participant engages in fraudulent or illegal activities, or for any other reason in its sole discretion. Upon any such termination Cenosco may delete all Customer's accounts and related content, and Cenosco may prevent all or certain of Customer's participants from further access to the Cenosco e-learning platform. A participant's content may still be available on the platform even if his/her account is terminated or suspended. Customer agrees that Cenosco will have no liability to Customer or any third party for termination of Customer's participant's account, removal of content, or blocking of access to Cenosco's e-learning platform.

### **37. CENOSCO IN PERSON (ONLINE) TRAINING**

37.1 All registrations for Customer dedicated training shall only be final after confirmation by Cenosco. Unless otherwise agreed, the fee for training is due in advance.

37.2 Agreed Customer dedicated training can only be cancelled by Customer without costs up to 30 (thirty) days in advance of the relevant training. Customer shall ensure that the relevant personnel that needs to be trained is available at the times agreed. Non availability shall be considered cancellation.

37.3 Cenosco reserves the right, without providing reasons and/or any obligation to pay compensation, to change confirmed education dates or change or combine education programmes or, in the worst-case scenario, cancel these if there is (among other things) insufficient interest or a teacher is not available (any longer). Customer shall be informed of this (if possible) before the start of the training. In case of cancellation by Cenosco without offering a substitute training, relevant training fees already paid will be refunded.

## ANNEX 1: DEFINITIONS

<b>Affiliate</b>	In relation to Customer: any legal entity that is now or hereafter controlling, controlled by or under common control with Customer. In relation to Cenosco: Cenosco's direct parent company Cenosco B.V. and any legal entity that is now or hereafter, controlled by or under common control with Cenosco. In this definition, control means (i) the legal, beneficial or equitable ownership, directly or indirectly of more than 50% of the voting stock of such entity; (ii) the right or power, directly or indirectly, to elect or remove directors; and/or (iii) the right or power to control management.
<b>Agreement</b>	The agreement signed between Customer and Cenosco.
<b>API</b>	An application programming interface between IMS and Customer software.
<b>Authorized Users</b>	A person that uses IMS for (i) activities of Customer and its Affiliates; (ii) supporting systems and business processes of Customer and its Affiliates; and/or (iii) providing services to Customer and or its Affiliates.
<b>Business Day</b>	All calendar days with the exception of Saturdays, Sundays and generally accepted national holidays in the Netherlands and Croatia.
<b>Business Hours</b>	The period of time between 9:00 and 17:00 CET on Business Days.
<b>Cenosco</b>	Cenosco Custom B.V. and or (one of) its Affiliates, as the case may be.
<b>Cenosco Custom B.V.</b>	Cenosco Custom B.V. a company incorporated under the laws of the Netherlands, registered at the Chamber of Commerce with number 27314026, having its registered offices at Bezuidenhoutseweg 12, 2594 AV, The Hague, The Netherlands.
<b>Confidential Information</b>	The contents of the Agreement, any information (in any form) relating to IMS or the services provided under the Agreement, Cenosco's and Customer's business, and any other information (in any form) that has been disclosed by or on behalf of a Party in confidence, or which by its nature ought to be regarded as confidential. Cenosco training material is also Confidential Information.
<b>Contract Manager</b>	A single point of contact appointed by each Party to co-ordinate each Party's responsibilities under the Agreement.
<b>Customer</b>	The company that enters into the Agreement with Cenosco for the use of IMS.
<b>Customer Data</b>	Data and information submitted by or for Customer into IMS or collected and processed by or for Customer using IMS.
<b>Deliverable</b>	Any deliverable, including APIs, created, developed or prepared by Cenosco and/or its Affiliates in the performance

	of their activities under the Agreement, whether or not customized for the Customer.
<b>Error</b>	The substantial failure to meet the functional or technical specifications of IMS or the Deliverable made known to Cenosco in writing and, if a Deliverable is entirely or partly custom-designed, the functional or technical specifications explicitly agreed between the Parties in writing. An Error shall only be deemed to exist if the Customer is able to demonstrate the Error and if it can be reproduced.
<b>Export Control Laws</b>	The laws governing the export and re-export of goods, technology, software and/or services, including European Council Regulation 428/2009 and the U.S. Export Administration Regulations administered by the U.S. Department of Commerce and the U.S. trade sanctions legislation administered by the U.S. Department of the Treasury, all as amended from time to time.
<b>Force Majeure Event</b>	any events or circumstances, or any combination of such events or circumstances, which are neither the relevant Party's fault nor for its account pursuant to the law, a juridical act or generally accepted principles including acts of God, acts, laws or omissions of any government or agency thereof, rebellion, insurrection, riot, sabotage, invasion, quarantine, restrictions, transportation embargoes, non-Cenosco software or hardware failure or delay of the internet, non-performance or late performance of third-party suppliers not contracted by the Party invoking the Force Majeure Event, etc.).
<b>Harmful Code</b>	A virus, drop dead device, Trojan horse, time bomb, back door device, bot, or any other software routine that is harmful, destructive, disabling or that is meant or designed to assist in or enable theft or alternation of data or to allow access to, or use of, a computer system by an unauthorized person, or that otherwise disrupts or impairs the normal operation of a computer system.
<b>IMS</b>	The modules of Cenosco's Integrity Management System software solution.
<b>Losses</b>	Any and all losses, damages, costs, fines, penalties, expenses (including legal fees) and other liabilities of any kind, whether foreseeable or not.
<b>On Premise</b>	IMS modules made available through the provision of a physical carrier or download of the object code of the software, (to be) installed on the IT environment operated by Customer.
<b>Party</b>	Cenosco or Customer.

<b>Parties</b>	Cenosco and Customer.
<b>Professional Services</b>	All services not covered in chapter II and III of the Terms and Conditions, including implementation services, the development of Deliverables and consultancy services.
<b>SaaS</b>	IMS modules made available remotely, through the internet or another data network, without providing Customer with a physical carrier or download of the underlying software.
<b>Site</b>	The specific site or location or asset or part thereof of Customer or one of its

	Affiliates listed in the Agreement, for which the Services will be provided by Cenosco.
<b>Services</b>	The services set out in the Agreement. Services may include provision of a license or use of IMS, Professional Services and training services.
<b>SOW</b>	The scope of work for Professional Services.
<b>Terms and Conditions</b>	The Cenosco general terms and conditions of which these definitions form part.