

A.E.T. Europe B.V.

General Terms & Conditions

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1.2	06/08/2024	Mitchell Jacobs	Content and format alteration to align with new regulations and company logo and image

General Terms & Conditions

These Terms and Conditions consist of a General Section (articles 1 - 15), a section that applies to the provisioning of Products (article 16 - 18), a section that applies to the provisioning of Software (19 - 21) and a section that applies to the provision of Services (article 22 - 25).

General Section

1. Definitions

<i>AET Europe</i>	A.E.T. Europe B.V., a company duly incorporated in accordance with the laws of the Netherlands, located at IJsselburcht 3, 6825 BS Arnhem, The Netherlands;
<i>Agreement</i>	the agreement with respect to Software, Product or Services between AET Europe and Customer, including these Terms and Conditions and all other Schedules;
<i>Applet</i>	the software to be installed on the Hardware Tokens;
<i>Card Management Software</i>	the software that provides an interface between for example administrative staff, database systems, certificate authorities, Hardware Tokens, smart card printers, personalisation systems and letter shop systems;
<i>Customer</i>	the party, acting in the course of a business or profession, to whom the offer of AET Europe is submitted, or with whom AET Europe has entered into an Agreement or on behalf of whom the juristic act based upon which the Products, Software or Services will be delivered is or will be executed;
<i>Defect(s)</i>	if the Products or the Software do not conform materially in accordance with the functional specifications laid down in the Agreement;
<i>Identity Client Software</i>	Middleware software and the Applet;
<i>Hardware Token</i>	the hardware token used by Customer for the digital signatures (such as smart cards, USB tokens or SD card);
<i>Maintenance release</i>	A periodic release of the Software or subset of the Software by AET Europe at its sole discretion, which incorporates problem resolutions. A Maintenance Release will usually not contain functional enhancements;
<i>Middleware</i>	the software that provides an interface between the Applet and a software application / operating system of Customer (capable of processing digital signatures);
<i>Products</i>	the Hardware Token, readers or other products which are subject to any offer, proposal, Agreement or any other contract or juristic act between AET Europe and Customer, including but not limited to all technical documentation;

<i>Services</i>	all activities which are subject to any offer, proposal, agreement or any other contract or juristic act between AET Europe and the Customer, including but not limited to maintenance & support services and consultancy services;
<i>Software</i>	the Identity Client Software and Card Management Software (in object code) including all Maintenance releases and Upgrades and any technical documentation;
<i>Terms and Conditions</i>	these general terms and conditions, irrespective of the form in which these general terms and conditions are presented to the Customer;
<i>Upgrade</i>	A release of the Software by AET Europe at its sole discretion, which may contain substantial new features or functional changes to the Software.

2. General

- 2.1. These Terms and Conditions apply to and form part of all offers, proposals, agreements and other juristic acts, either made orally, in writing, electronic or in any other form, with respect to the provision of Services, Products and/or Software. The Terms and Conditions shall also apply to all future transactions between the parties to the contract without requiring any reference thereto again. The purchasing or other terms and conditions of Customer are expressly rejected by AET Europe and are not applicable.
- 2.2. Deviations from the Terms and Conditions shall only apply if and to the extent that they have been explicitly agreed upon in writing between parties
- 2.3. In the event of a conflict between provisions in the documents that form part of the Agreement, the following preference rule will apply:
 - a. the Agreement;
 - b. these Terms and Conditions;
 - c. any other documents that form part of the Agreement.
- 2.4. If any provision of these Terms and Conditions is null and void or annulled, the other provisions of these Terms and Conditions shall remain in full force. Parties shall negotiate a new provision that shall approximate the contents and the scope of the original provision as closely as possible.

3. Offers and Agreement

- 3.1. Offers, quotations and prices shall not be binding on AET Europe, shall be without any obligation and shall be valid only as an invitation to Customer to place an order, unless explicitly otherwise stated in writing.
- 3.2. An Agreement shall be entered into only and to the extent AET Europe has accepted an order from Customer in writing or if AET Europe starts executing the order.
- 3.3. Customer warrants the accuracy and completeness of the measurements, requirements, performance specifications and other data on which AET Europe bases its offer and which have been stated by or on behalf of the Customer to AET Europe.

4. Prices

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- 4.1 All prices and fees mentioned by AET Europe are in Euros, are excluding value-added tax (VAT) and any other taxes or government levies and, if relevant, costs for transport, insurance, storage, delivery, travel and/or lodging unless explicitly otherwise agreed upon in writing.
 - 4.2 AET Europe is at any time authorized to adjust its prices and fees. Unless agreed upon in the Agreement that prices and fees are valid for a fixed period, all announced adjustments will enter into force 1 (one) month after the announcement thereof. If the Customer does not agree upon any announced adjustment in the prices and fees, it may terminate the Agreement in writing within 14 (fourteen) days after such announcement. The termination will have effect from the date the adjustment of the prices and fees enters into force.
 - 4.3 Notwithstanding article 4.2, AET Europe is entitled to increase the prices and fees referred to in 4.1 in line with the CBS index for provision of business services ('Dienstenprijsindexl') once a year.
 - 4.4 If parties decide to adjust and/or deviate from the original agreement the costs deriving from such variations will be invoiced to the Customers against the prices and fees of AET Europe that apply at such moment.

5. Payment

- 5.1 All invoices will be paid by Customer in accordance with the conditions of payment stated on the invoice. In absence of specific conditions, Customer will pay within 30 (thirty) days from the invoice date.
- 5.2 Payment will be made in advance, unless otherwise agreed upon in writing, and without any set-off or suspension on any account whatsoever except where it has been decided, by arbitration award or judgement of a Court, that Customer has a counter-claim capable of being set off or a ground for suspension.
- 5.3 If AET Europe should at any time have reasonable grounds to doubt Customer's credit-worthiness, it shall be entitled, before performing further, to require Customer to provide proper security.
- 5.4 If Customer fails to pay an invoice within the term of payment, Customer will automatically be in default, without a warning or notice of default being required. From such moment until the day of full payment, interest shall accrue on the outstanding amount against a rate of Dutch statutory interest plus 2%. All banking charges relating to payment are for the account of Customer.
- 5.5 If Customer continues to be in default in its obligation to pay the outstanding invoice with accrued interest, Supplier can place the matter in the hands of a lawyer or debt-collector agency. All costs incurred by Supplier in respect of such collection, both in law (judicial costs) as well as out of law (extra judicial costs) will be borne by Customer. The extra judicial costs will be fixed at 15% of the outstanding invoice, with a minimum of 250 (two hundred and fifty) Euros.

6. Delivery and retention of title

- 6.1 All terms of delivery of Products Software and/or Services only serve as guidelines. AET Europe will use its best effort to observe the agreed delivery and other periods, however these (delivery) periods are never fatal, unless explicitly stated otherwise.
- 6.2 All Products and Software will be delivered at the warehouse of AET Europe and "Free Carrier" (Incoterms 2010), unless agreed otherwise in writing. Any risk of loss or damage of Products and

Software will transfer to the Customer from the moment such Products or Software will come into the possession of the carrier appointed by Customer.

- 6.3 Immediately after the delivery Customer verify the Products, Software and Services for possible Defects or other shortcomings.
- 6.4 All Products, Software and results of Services delivered to the Customer shall remain AET Europe's property until all amounts owed by the Customer for these Products, Software and Services delivered or to be delivered or work performed or to be performed under the Agreement, as well as all other amounts which the Customer owes due to a breach of its payment obligation, have been paid fully to AET Europe. If the Customer creates a new object wholly or partly from the Products, Software and/or results of Services delivered by AET Europe, the Customer shall create that object solely for AET Europe and the Customer shall hold the newly created object for AET Europe until the Customer has paid all amounts owed under the Agreement; in that event, AET Europe shall possess all rights as the owner of the newly created object until the time the Customer makes full payment.
- 6.5 Insofar it has been explicitly agreed upon in writing that any rights will be granted or transferred, such rights will at all times be granted or transferred under the suspense condition that the payments concerned is timely and fully made.

7. Restrictions of Customer

- 7.1 Customer is entitled to use the Products and Software for internal purposes only. Customer may not transfer, sublicense, rent, create derivative works based on the Software, incorporate or let others incorporate the Software or the Products, in part or in whole, into another hardware, program or otherwise exploit the Software or the Products other than for its internal business purposes. Without the explicit written consent from AET Europe, Customer may not transfer or assign the license or its rights and obligations under the Agreement in whole or in part, to another person or party.
- 7.2 The Customer is prohibited from removing or modifying in any manner and for whatever purpose, any notices with regard to copyright, brand names, trademarks or any other intellectual or industrial property rights from the Software or the Products, including notices pertaining to the private nature in the confidentiality of the Software and/or the Products.
- 7.3 AET Europe reserves the right, without prejudice to any other provisions of the Agreement and/or this General Conditions, to issue reasonable instructions concerning the use of the Products or Software as may be necessary in the interests of the safety, quality or security or for any other valid reason that AET Europe reasonably deems appropriate.
- 7.4 Customer may not decompile, reverse engineer, disassemble, translate or adapt the Software or the Product nor may it attempt to create the source code from the object code of the Software unless explicitly permitted by applicable and mandatory law. In the event applicable and mandatory law allows the above mentioned acts Customer will, upon request, provide AET Europe with reasonably detailed information regarding any of the above-mentioned acts.

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- 7.5 Customer may not decrypt the Software unless decryption is a necessary part of the operation of the Software.
- 7.6 The Customer shall use the Software or the Products in accordance with the applicable laws and regulations. It will not use the Software or the Products for any unlawful activities and it will not infringe any rights of any third parties.

8. Cooperation of the Customer

- 8.1 The Customer shall always furnish AET Europe in a timely manner with all data, information, hardware, facilities materials and cooperation that are useful and necessary to execute the Agreement properly and provide full cooperation. If the Customer utilizes its own employees in cooperating in the execution of the Agreement, these employees shall possess the necessary know-how, experience, training and abilities.
- 8.2 Customer represents and warrants to AET Europe that the hardware, including servers, software, connections or other facilities used in connection with the Software, Products or the Services meet all required technical specifications to enable the correct functioning of the Software, Products and/or Services. Customer shall bear the risk of selecting, using and applying in its organization the hardware, software, (internet) connections and other facilities necessary for the proper use of the Products, Software and Service and shall also be responsible for the monitoring and security procedures and proper system management. AET Europe shall never be liable for damage or expenses due to (transmission) errors, malfunctions or the non-availability of these facilities, unless the Customer proves that this damage or these expenses resulted from intentional acts or omissions or gross negligence on the part of AET Europe or its managers.
- 8.3 If the Customer does not provide AET Europe with the data, equipment, software or other cooperation necessary to execute the Agreement, or does not provide this in a timely manner or in accordance with the agreements made, or if the Customer otherwise does not fulfill its obligations, AET Europe shall be entitled to suspend execution of the Agreement in whole or in part, and it shall be entitled to charge the ensuing expenses in accordance with its usual rates, all of this without prejudice to AET Europe's right to exercise any other legal right.
- 8.4 In the event that employees of AET Europe perform work on the premises of Customer, Customer shall provide appropriate working conditions, access to all necessary facilities including but not limited to computer and telecommunication facilities and qualified personnel as may be reasonably requested by AET Europe. All facilities shall comply with all applicable statutory and other requirements and provisions concerning working conditions. The Customer shall indemnify AET Europe against claims by third parties, including the AET Europe's employees, who, in executing the Agreement, suffer injury which is the result of acts or omissions by the Customer or of unsafe situations in its organization.
- 8.5 Customer represents and warrants that it is authorized to enter into the Agreement and complies with its terms.

Furthermore, Customer represents and warrants that it will at any and all times meet with its obligations hereunder, as well as any and all laws, regulations and policies that may apply to the use of the Software, Products and Services.

Customer agrees to indemnify, defend and hold AET Europe, its affiliates and its staff harmless from and against any and all liability and costs, including reasonable attorneys' fees incurred by said parties, in connection with or arising out of its (a) violation or breach of any term of the Agreement or these Terms and Conditions or any applicable law, regulation, policy or guideline, whether or not referenced herein, or (b) violation of any rights of any third party, or (c) use or misuse of the Software, Products or Services, or (d) the content spread by means of the Software or the Products.

8.6 If any of the data provided by the Customer must be considered to be personal data, the Customer guarantees that with regard to such personal data, all applicable regulations for the protection of privacy have been observed and that AET Europe is entitled to process such personal data. The Customer indemnifies AET Europe against any third parties' claims in this respect. AET Europe will ensure that it on its own side will also strictly observe all applicable privacy regulations.

9. Intellectual Property Rights

9.1 All intellectual property rights with regard to the Products, Software and/or Services, including all documentation, (technical) information and any other materials developed by AET Europe and/or provided to Customer under the Agreement as well as preparatory materials in that regard shall exclusively belong to AET Europe or its licensors. The Software is exclusively provided to Customer in object code and Customer shall only acquire the rights of use expressly granted in the Agreement, these Terms and Conditions and, if relevant, by law. Any other or more extensive right of the Customer is excluded.

9.2 Customer will not be entitled to use the trademarks, brand names, logos, trade names, designs or know-how, or any other distinctive sign of AET Europe, without its prior written consent.

9.3 AET Europe shall be allowed to take technical measures to protect the Software or the Products or with a view to agreed restrictions in the duration of the right to use the Software. Customer shall not be allowed to remove or evade such a technical measure. If security measures result in the Customer being unable to make a back-up copy of the Software, Customer shall send a request for a back-up copy to AET Europe. AET Europe in its sole discretion, may decide to provide Customer a back-up copy. A back-up copy may only be installed after involuntary loss of possession or damage. A back-up copy must have the same labels and copyright designations as are present on the original version.

9.4 Subject to the other provisions of this Agreement, Customer shall only be entitled to correct errors in the Software or the Products if (i) that is necessary for the intended use of the Software or the Products and (ii) AET Europe has informed Customer that it will not fix the error itself. Customer shall be obliged to notify AET Europe of the errors, prior to the correction. Within two weeks after the notification, AET Europe will decide, at its own discretion, that (i) it will correct the errors in accordance with the provisions of the Maintenance & Support Agreement or (ii) Customer will be entitled to correct the errors in the Software or the Products itself.

10. Warranties

- 10.1 The Software, Products and/or Services are provided “as is”. To the maximum extent permitted by law, AET Europe disclaims all warranties, claims and representations, express, implied or statutory, including without limitation, warranties in respect of quality, performance, non-infringement, merchantability or fitness for a particular purpose. AET Europe does not warrant that the Software, Products or Services or the function thereof will be uninterrupted or free from Defects or that it will meet any specific requirements of Customer. Neither does AET Europe warrant the permanent and continuous use of the Software, Products or Services. Nor does AET Europe represent or warrant that any faults and Defects will always be remedied. Some jurisdictions do not allow the disclaimer of particular implied suppositions. If this may be the case, the stipulations concerned do not apply to the Customer concerned.
- 10.2 AET Europe does not accept responsibility for the security of connections over any technology. In particular AET Europe does not accept responsibility for the security of the used internet connections, of connections to the Products or Software or of the hardware or software used by the Customer. Customer is solely responsible for adopting appropriate security measures against unauthorized access to and interference with its hardware, associated software and data (whether transmitted or received by Customer) as it deems necessary.

11. Limitation of liability

- 11.1 AET Europe can only be held liable for direct damages resulting from an attributable failure of its obligations under the agreement. Direct damages in this respect exclusively mean:
- (a) all reasonable costs incurred by Customer in order to have AET Europe’s performances meet its obligations under the Agreement;
 - (b) all reasonable costs incurred by Customer in order to prevent or limit any direct damages as meant in this article.
 - (c) all reasonable costs incurred by Customer in order to establish the nature and scope of the direct damages as meant in this article.
- 11.2 The direct damages as meant in this article will be limited to the fee that is or must be paid by Customer in the year that the damage occurs, with a maximum of € 10.000,-, per event, whereby a series of connected incidents or events will count as one incident or event. In the event of death, physical injury or damage to things, AET Europe’s liability will be limited to an amount of € 20.000,- per event, whereby a series of connected incidents or events will count as one incident or event.
- 11.3 Any and all liability for indirect damages, including but not limited to consequential damages, loss of profit, loss of turnover and damage of reputation, is excluded.
- 11.4 If the Software or Product infringes the intellectual property rights of a third party and such infringement disrupts Customer’s use of such Software or Product, AET Europe shall, at its own expense and option, elect to either: (a) procure the right for Customer to continue using the Software or Product in accordance with the provisions of the Agreement and the Terms and Conditions; or (b) make such alterations, modifications or adjustments to the Software or the Product so that the infringing part

becomes non-infringing without incurring a material diminution in performance or function; or (c) replace the Software or the Product with a non-infringing substantially similar substitute; or (d) if neither (a), (b) nor (c) can be achieved after the exercise of commercially reasonable efforts, terminate the Agreement and refund to Customer all amounts paid by Customer to AET Europe with respect to the affected Software or Product, less an amount equal to depreciation of such fees calculated on a three-year straight-line basis from the date of the Agreement.

- 11.5 In addition, if, in AET Europe's sole determination, the Software or Product infringes or may infringe the intellectual property rights of a third party and such infringement may disrupt Customer's use of the Software or the Product, AET Europe may, but shall have no obligation to, elect to pursue any of the options described above in Article 11.4 (a)-(d).
- 11.6 Article 11.4 and 11.5 state AET Europe's entire liability and Customer sole remedies for infringement of third party intellectual property rights in relation to the Software or the Product.

12. Confidential Information

- 12.1 During the Agreement and after its termination for any reason, the Buyer shall keep confidential all information received from AET Europe, including, but not limited to, information regarding AET Europe's products, pricing, business operations, methods, and customer data. The Buyer shall use such information only to the extent necessary to perform its obligations under the Agreement or as may be required by law, regulation, or a court decision.
- 12.2 The Buyer shall ensure that its personnel observe the statutory provisions regarding privacy and personal data protection, as well as the privacy rules adhered to by AET Europe. AET Europe will inform the Buyer about these rules in a timely manner.
- 12.3 With regard to the information provided by AET Europe, the Buyer agrees: (a) to use information and data obtained from AET Europe solely for the purpose of executing the Agreement; (b) to take all reasonable steps to safeguard such information and data. The Buyer shall store all information and data in a secure place, inaccessible to third parties, to prevent unauthorized access or disclosure; (c) not to retain any information or data in the Buyer's possession longer than is necessary for executing the Agreement, and to return or destroy the information and data, including any copies, upon AET Europe's written request, or within fourteen (14) calendar days of fulfilling the Agreement. Proof of destruction must be provided to AET Europe, if applicable.
- 12.4 Confidentiality obligations do not apply when: (a) the information becomes publicly available without any act or omission by the Buyer; (b) the information was already lawfully in the Buyer's possession prior to receipt from AET Europe; (c) the information was lawfully obtained from an independent third party without any confidentiality obligation.
- 12.5 The Buyer shall ensure that its personnel and any third parties engaged in the performance of this Agreement comply with these confidentiality obligations.
- 12.6 The Buyer's personnel will sign a confidentiality and secrecy declaration in Writing before being assigned to perform tasks under the Agreement.

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- 12.7 Without prejudice to AET Europe's right to claim damages or other rights arising from the Agreement, in the event of a breach of these confidentiality obligations by the Buyer or its personnel, AET Europe is entitled to an immediate fine amounting to 10% of the total Assignment Value, with a minimum of €1,000. This fine will be payable immediately upon written notification by AET Europe to the Buyer.
- 12.8 The parties shall not offer, solicit, or accept any gift, reward, or compensation in relation to the execution of this Agreement, which could be interpreted as unlawful. If any party is found to have engaged in such actions, the other party may terminate the Agreement immediately without notice, without any liability for compensation.
- 12.9 If it is discovered that any AET Europe personnel hold any undisclosed functions with the Buyer at the time of contract negotiations or conclusion, AET Europe may terminate the Agreement immediately without notice or compensation.
- 12.10 The Buyer shall not mention the Agreement or AET Europe in publications, press releases, or advertisements through any medium, nor use AET Europe's name as a reference, unless with AET Europe's explicit prior written consent.

13. Force Majeure

- 13.1 There is no attributable failure by AET Europe if there is an event of force majeure. For the purposes of this Agreement, force majeure shall include, but is not limited to, acts of God, war, terrorism, natural disasters, strikes, lockouts, labor disputes, government orders or regulations, pandemics, epidemics, fire, flood, severe weather, shortage of materials, interruptions in telecommunications, power, or internet services, and any other circumstances beyond the reasonable control of AET Europe that prevent or hinder the performance of its obligations under this Agreement.
- 13.2 If the event of force majeure continues for a period of sixty (60) consecutive days, then the Customer shall be authorized to dissolve the Agreement in writing without judicial intervention being required. Such dissolution does not oblige AET Europe to pay compensation for damage and/or loss. AET Europe is entitled to receive payment from the Customer for the delivery of Products, Software, and/or Services already made prior to the force majeure prevailing.
- 13.3 During the period of force majeure, AET Europe shall use commercially reasonable efforts to mitigate the impact of the force majeure event and to resume the performance of its obligations under this Agreement as soon as reasonably practicable.
- 13.4 AET Europe shall promptly notify the Customer in writing of the occurrence of a force majeure event, the expected duration of the force majeure event, and the steps being taken to mitigate its impact. The Customer shall also use commercially reasonable efforts to mitigate the impact of the force majeure event on its obligations under this Agreement.
- 13.5 If the Customer elects to dissolve the Agreement pursuant to Article 13.2, any prepaid fees for Products, Software, or Services that have not been delivered as of the date of dissolution shall be refunded to the Customer on a pro-rata basis.

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- 13.6 The provisions of this Article 13 shall not apply to obligations to pay money. The Customer's obligation to pay for Products, Software, and Services delivered before the force majeure event occurred shall remain in effect.

14. Termination

- 14.1 Unless otherwise agreed upon in writing, the Agreement has an initial term of 12 (twelve) months. After the initial term, the Agreement will automatically be renewed for consecutive terms of 12 (twelve) months, unless one of the parties terminates the Agreement in writing three (3) months before the end of the term concerned.
- 14.2 Each party is entitled to dissolve the Agreement without any judicial intervention being required if the other party fails imputably in its obligations under the Agreement and the attributable failure will not be remedied in time after such party has been given properly notice of default. The dissolution does not release the Customer from any payment obligation regarding any Products, Software and/or Services delivered by AET Europe, unless AET Europe is in default with regard to such Product or Service.
- 14.3 AET Europe is entitled to dissolve the Agreement with immediate effect, without any notice of default or judicial intervention being required and without becoming liable for damages, if the Customer submits an application for suspension of payments, or the Customer applies for bankruptcy, or is declared bankrupt, or if all or part of the Customer's assets are attached or the Customer deceases.
- 14.4 Immediately after the termination of the Agreement, for whatever reason, the Customer commits himself to cease any and all use of the Products, Software and/or results of Services supplied, and will return all copies of Software, documentation and all other materials that are provided to the Customer within the scope of the Agreement.
- 14.5 Any provisions of the Agreement that by their nature should survive termination or expiration of the Agreement, including but not limited to obligations regarding confidentiality, intellectual property, and indemnification, shall survive any such termination or expiration.
- 14.6 If the Agreement is terminated by the Customer for AET Europe's uncured material breach, AET Europe shall refund the Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If the Agreement is terminated by AET Europe for the Customer's breach, the Customer shall pay any unpaid fees covering the remainder of the term of all Order Forms. In no event shall any termination relieve the Customer of the obligation to pay any fees payable to AET Europe for the period prior to the effective date of termination.
- 14.7 Upon termination or expiration of the Agreement, and upon request by the Customer, AET Europe shall provide reasonable cooperation and assistance to the Customer to transition the Services to an alternative provider, provided that the Customer is not in breach of its payment obligations. AET Europe may charge the Customer for such transition services at its then-current rates.

15. Final Provisions

- 15.1 Notwithstanding article 2.2, AET Europe reserves the right to modify the provisions of this Terms and Conditions at any time by providing the revised Terms and Conditions to Customer or by publishing the

revised Terms and Conditions on its website. Customer's continued use of the Software, Products or Services shall constitute its acceptance to be bound by the terms and conditions of the revised Terms and Conditions.

- 15.2 The Agreement constitutes the full agreement between the parties with respect to the utilisation of the Product, Software or Services and it replaces any prior agreements concerning the subject hereof.
- 15.3 During the term of the Agreement as well as during one year after the termination thereof, Customer is not allowed to, directly or indirectly, hire employees of AET Europe or to have them work for it in any other way, without prior written permission from AET Europe.
- 15.4 The Agreement is personal and as such Customer will not be able to assign its rights and obligations under it, except with the prior written consent of AET Europe. AET Europe shall be entitled to assign or otherwise transfer its rights and obligations under the Agreement without requiring the consent of Customer.
- 15.5 The agreement is governed by Dutch law.
- 15.6 All disputes that may arise under or in connection with the agreement shall be exclusively submitted to the competent Court within the District of Arnhem, the Netherlands.

Provision of Products

16. Price, delivery and installation of the Products

- 16.1 The price of the Products shall not include the costs of transport, insurance, rigging and hoisting, leasing temporary facilities and the like.
- 16.2 AET Europe shall package the Products in accordance with the usual standards it applies. If the Customer desires a specific manner of packaging, it shall bear the related additional costs. The Customer shall handle the packaging released with the Products delivered by AET Europe in a manner that is consistent with the applicable government regulations. The Customer shall indemnify AET Europe against third-party claims based on non-compliance with such regulations.
- 16.3 If the Parties have expressly agreed on this in writing, AET Europe shall install the Products or have it installed. Any requirement by AET Europe to install Products shall not include the requirement to install software or to convert data.
- 16.4 If AET Europe has undertaken to perform installation, the Customer shall provide a suitable installation site with all necessary facilities, such as cable work and telecommunications facilities, before delivery of the Products and follow all instructions of AET Europe necessary for the installation. To enable AET Europe to perform the necessary work, the Customer shall give the AET Europe access to the installation site during AET Europe's normal working days and hours./
- 16.6 Title to the Products shall pass to the Customer upon full payment of the purchase price. Risk of loss or damage to the Products shall pass to the Customer upon delivery to the carrier.
- 16.7 If delivery or installation is delayed due to the Customer's failure to fulfill its obligations under this Agreement, AET Europe may charge the Customer for any additional costs incurred as a result of the delay, including but not limited to storage and handling fees.

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- 16.8 The Customer shall ensure that the installation site is compliant with all applicable health and safety regulations and shall take all necessary measures to ensure a safe working environment for AET Europe's personnel. The Customer shall also provide any necessary equipment, utilities, and other facilities required for the installation.
- 16.9 Partial Deliveries: AET Europe reserves the right to make partial deliveries. Each partial delivery shall constitute a separate contract, and failure to deliver any part shall not entitle the Customer to cancel the contract for any other part.

17. Defects

- 17.1 During a period of three months after the delivery of the Products, AET Europe shall use its best efforts to fix, to the best of its ability any Defects in the Products, as well as in parts delivered by AET Europe in connection with the guarantee or maintenance within a reasonable time period and free of charge, if these have been reported to AET Europe with a detailed description. If, in AET Europe's reasonable judgment, repairs are not possible, will take too long or will entail disproportionately high costs, AET Europe shall be entitled to replace the equipment free of charge with other, similar, but not necessarily identical, equipment. The guarantee shall not include data conversion which is necessary due to repairs or replacement.
- 17.2 Customer shall place the Product at AET Europe's disposal for the work mentioned in article 17.1. All parts replaced shall be the property of AET Europe.
- 17.3 The obligation inserted in 17.1 shall be extinguished if the Defects result in whole or in part from incorrect, careless or incompetent use, from external causes such as fire or water damage, or if, without AET Europe's permission, Customer makes changes or causes changes to be made to the Products or to the parts delivered by AET Europe in connection with the guarantee or maintenance. AET Europe shall not withhold such permission on unreasonable grounds.
- 17.4 AET Europe does not have any further obligation concerning fixing Defects reported after the expiry of the three months period referred to in article 17.1, unless parties entered into a maintenance and support agreement.
- 17.5 The warranty provided in this Article 17 does not cover:
- a) normal wear and tear of the Products;
 - b) defects or damages resulting from improper or unauthorized use, including failure to follow operation instructions, improper installation, or use in conjunction with equipment or software not approved by AET Europe;
 - c) modifications or repairs made by the Customer or a third party without AET Europe's prior written consent;
 - d) defects or damages caused by external factors, including but not limited to accidents, fire, water damage, power surges, or natural disasters.
- 17.6 To make a warranty claim, the Customer must notify AET Europe in writing within the warranty period, providing a detailed description of the Defect. AET Europe shall provide the Customer with instructions for returning the defective Product, if necessary. The Customer shall bear the cost of shipping the

Product to AET Europe, while AET Europe shall bear the cost of shipping the repaired or replacement Product back to the Customer.

- 17.7 The remedies set forth in this Article 17 are the Customer's sole and exclusive remedies for any Defects in the Products. AET Europe's liability for any Defects shall be limited to the repair or replacement of the defective Products, as provided herein.
- 17.8 Any extended warranty or maintenance services beyond the initial three (3) months period must be separately agreed upon in a maintenance and support agreement, which will outline the terms, conditions, and fees associated with such services.

18. Third party equipment

- 18.1. In the event that AET Europe provides products, hardware or other materials from third parties to the Customer, those third parties' terms and conditions (including but not limited to terms with respect to warranties and limitation of liability) shall replace the deviating provisions in these Terms and Conditions and shall apply with regard to that equipment. The Customer shall accept the aforementioned third-party terms and conditions. These terms and conditions shall be available for the Customer's inspection at AET Europe's premises and AET Europe will send these terms and conditions free of charge to the Customer at its request. In the event that the third-party terms and conditions are deemed or declared inapplicable to the relationship between the Customer and AET Europe for whatever reason, the provisions in these Terms and Conditions shall fully apply.
- 18.2 AET Europe shall not be liable for any defects or issues arising from the third-party equipment. The Customer acknowledges that any warranty or service claims regarding third-party equipment shall be made directly to the third-party provider in accordance with their terms and conditions.
- 18.3 Any support or maintenance services for third-party equipment shall be provided in accordance with the third-party terms and conditions. AET Europe shall not be obligated to provide support or maintenance for third-party equipment unless expressly agreed upon in a separate maintenance and support agreement.
- 18.4 The Customer is responsible for ensuring the compatibility and integration of third-party equipment with their existing systems and environment. AET Europe shall not be liable for any issues arising from incompatibility or integration of third-party equipment with the Customer's systems.
- 18.5 Risk of loss or damage to third-party equipment shall pass to the Customer upon delivery. The Customer shall be responsible for insuring the third-party equipment against any loss or damage from the time of delivery.
- 18.6 Any intellectual property rights associated with third-party equipment shall remain with the third-party provider. The Customer shall comply with any licensing terms and restrictions imposed by the third-party provider regarding the use of their equipment.
- 18.7 The Customer agrees to indemnify and hold AET Europe harmless from and against any claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with the use of third-party equipment, including any claims of intellectual property infringement or product liability.

Provision of Software

19. Grant of Rights and restrictions

- 19.1 Subject to the terms and conditions of the Agreement, these Terms and Conditions, and the payment of all applicable license fees, AET Europe grants to the Customer a non-exclusive, non-transferable license to use the Software for internal purposes only. The licenses are solely granted for the Products and operating system agreed upon and on the condition that the Customer fully complies with these Terms and Conditions and the stipulations in the Agreement. All intellectual and industrial ownership rights are and will remain the exclusive property of AET Europe.
- 19.2 The Customer is not entitled to sublicense, rent, create derivative works based on the Software, incorporate or let others incorporate the Software, in part or in whole, into another program, or otherwise exploit the Software other than for its internal business purposes. Without the explicit written consent from AET Europe, the Customer may not transfer or assign the license or its rights and obligations under the Agreement, in whole or in part, to another person or party.
- 19.3 Unless agreed otherwise in writing, the Customer will separately acquire a license for each individual authorized user that accesses or uses the Software. Therefore, the total license costs for the Software scale with usage. Each license permits only one authorized user to access or use the Software.
- 19.4 The Customer shall ensure that all use of the Software by its employees or agents is in compliance with the terms of this Agreement. The Customer is responsible for any breach of these terms by its employees or agents.
- 19.5 If the Customer exceeds the scope of the license granted under this Agreement, AET Europe reserves the right to charge the Customer for any additional license fees and/or to terminate this Agreement for breach, in accordance with the termination provisions set forth herein.
- 19.6 The license granted herein does not entitle the Customer to any updates or upgrades to the Software unless specifically provided for in the Agreement or separately agreed upon in writing. Any updates or upgrades provided by AET Europe shall be subject to the terms and conditions of this Agreement unless otherwise specified.
- 19.7 The Software may include third-party software components that are subject to separate license terms. The Customer agrees to comply with all such license terms and acknowledges that any breach of those terms shall also constitute a breach of this Agreement.
- 19.8 The license granted under this Agreement shall terminate automatically upon the expiration or termination of this Agreement. Upon termination, the Customer shall cease all use of the Software and return or destroy all copies of the Software in its possession, and certify in writing to AET Europe that it has complied with these obligations.

20. Conditions of use

- 20.1 Customer undertakes the following:
- (a) not to apply techniques of reverse engineering, decodify, decompile or disassemble the Software, or carry out any other operations aimed to access the source code of the Software.

- (b) not to modify, adapt and/or create derivative works based on the Software or any part thereof and/or carry out any action contrary to the Intellectual Property Rights of AET Europe over the Software.
- (c) not to reproduce, assign, transfer, distribute, sub-licence, lease or place the Software (or the hardware on which the Software is installed) free of charge or for valuable consideration at the disposal of any third parties (including companies of the Customer's group) or create any charge and/or lien over the Software.
- (d) not to make copies of the Software either directly or by means of any third party, without the prior written consent of AET Europe.
- (e) not to delete or alter any trademark, trade name, logo, copyright notice, notice of reservation of rights, or limitation or exclusion of liability included in any part of the Software and/or in the documentation associated with it.
- (f) not to permit the concurrent use of the Software to a greater number than the number of authorized user (at any time).
- (g) to take all reasonable steps to safeguard the Software to ensure that no unauthorized person shall have access thereto and that no unauthorized copy, publication, disclosure or distribution in whole or in part, in any form, shall be made. Licensee acknowledges that the Software contains valuable confidential information and trade secrets and that unauthorized use and/or copying is harmful to AET Europe.

20.2 Customer acknowledges and agrees that the intellectual property rights with respect to the Software and any other non-public information of a technical or commercial nature concerning AET Europe or the Software disclosed to Customer in connection with the Agreement constitute AET Europe's proprietary information and trade secrets, and Customer agrees to hold such information in strict confidence.

20.3 AET Europe may, at any time upon reasonable advance notice, conduct an audit at Customer's premises to ascertain whether Customer's use of the Software is in compliance with the provisions of the Agreement. Customer shall assist AET Europe in the conduct of such audit and shall grant AET Europe access to its premises and computer equipment. In the event that such audit reveals any use of the Software by Customer other than in full compliance with the Agreement, Customer shall reimburse AET Europe for all reasonable costs and expenses related to such audit in addition to any other liabilities Customer may incur as a result of such non-compliance.

21. Software PKCS #15 card structure

21.1 The Software PKCS #15 card structure and any information related to this Software PKCS #15 card structure is considered to be an integral part of the Software. This means that the Software PKCS #15 card structure and any information about the Software PKCS #15 card structure is part of the intellectual property rights of the Software in the broadest sense of the word. Any attempt to use this information to develop a product that competes with the Software is considered to be a violation of the intellectual property rights of the Software.

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- 21.2 All the Software installed files, including but not limited to the Software PKCS #11 Library, the Software Cryptographic Service Provider (CSP) and the Software PKCS #15 card structure, are part of an integrated product that may not be used separately.
- 21.3 The Software PKCS #15 card structure may only be read / written by using either the Software PKCS #11 Library and / or the Software Cryptographic Service Provider (CSP), as the Software PKCS #15 card structure is part of the integrated the Software mentioned in 21.1. This means that the Software PKCS #15 implementation may not be read or written by any another application especially not by foreign, non-the Software PKCS #11 Libraries or Cryptographic Service Providers developed by third parties.

Provision of Services

22. General

- 22.1 AET Europe will use its best effort to provide the Services to Customer with due care and in accordance with the stipulations set forth in the Agreement and these Terms and Conditions and within the business hours and in the languages stated in the Agreement.
- 22.2 AET Europe is entitled to replace its employees by other employees with the same qualifications at any time.
- 22.3 In the event that AET Europe, at Customer's request, has delivered additional services that are not part of the Services agreed upon in writing, Customer will pay for these services in accordance with AET Europe's standard fees. Notwithstanding the forgoing, AET Europe is not obliged to accept Customer's requests with respect to additional services. Customer agrees that the expected delivery time of the Services may be affected by Customer's request for additional services.
- 22.4 The Customer shall provide all necessary cooperation and support to AET Europe to enable the timely and efficient delivery of the Services. This includes providing access to relevant information, personnel, and facilities as reasonably required by AET Europe.
- 22.5 Any changes or modifications to the scope of the Services must be mutually agreed upon in writing by both parties. Such changes may result in adjustments to the fees, timelines, and other terms and conditions of the Agreement.
- 22.6 The Customer shall promptly notify AET Europe of any issues, concerns, or complaints regarding the Services. AET Europe will use its best efforts to address and resolve such issues in a timely manner.

23. Maintenance and support

- 23.1 The maintenance and support services consist of the repair of Defects or taking such measures, including but not limited to the replacement of Software or parts of the Products, or installing temporarily solutions such as a work-around, bypass or problem preventing restrictions, that the Customer may continue to use the functionality of the Product or Software. AET Europe does not guarantee that the Software or Products will work without Defects or that Defects will be remedied.

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- 23.2 After the receipt of a written notice of a Defect, AET Europe shall use its best effort to correct the Defect or make corrections in any later Maintenance Release. AET Europe will make the results available to Customer in a manner, place and at a time to be determined by AET Europe.
- 23.3 Change requests do not fall under the scope of the maintenance and support services.
- 23.4 AET Europe may sub-contract any part of its obligations with respect to the maintenance and support services to a third party, for example a local partner, without the prior written consent of Customer.
- 23.5 If agreed upon in writing, Customer will receive at no additional cost one copy of each Maintenance Release or Upgrade issued by AET Europe during the term of the maintenance and support part of the Agreement. Customer agrees to incorporate said Maintenance Release or Upgrade only into the installed Software provided it first passes Customer's acceptance tests.
- 23.6 A master copy of each Maintenance Release and Upgrade shall be delivered to Customer on the media and in the format to be decided by AET Europe. If Customer requests an alternate delivery method, AET Europe shall accommodate this request at its discretion; if the request is accommodated, delivery charges shall be paid by Customer.
- 23.7 The Maintenance Releases and Upgrade shall be considered part of the Software and, accordingly, covered by the scope of the Agreement.
- 23.8 AET Europe will use its best efforts to respond to maintenance and support requests within the time frame specified in the Agreement. However, AET Europe does not guarantee specific response or resolution times.
- 23.9 Maintenance and support services do not include:
- a) Customization or modification of the Software or Products;
 - b) Training services for the Customer's staff;
 - c) Support for third-party software or hardware not provided by AET Europe;
 - d) Any services required due to misuse, unauthorized alterations, or use of the Software or Products not in accordance with the documentation or AET Europe's instructions.
- 23.10 The Customer shall:
- a) Provide AET Europe with all necessary access to premises, equipment, and personnel to enable AET Europe to perform the maintenance and support services;
 - b) Ensure that all maintenance and support requests are logged in accordance with the procedures specified by AET Europe;
 - c) Maintain a current backup of all data and software configurations;
 - d) Ensure that the environment in which the Software operates complies with the specifications provided by AET Europe.

24. Obligations Customer

- 24.1 AET Europe's obligations with respect to the maintenance and support are conditional upon the Customer using reasonable endeavours to provide a full description of the Defect and any other such information or document which facilitates AET Europe in reproducing the occurred error and solving the Software Problem. The Customer shall use reasonable endeavours to analyse the cause of the Defect.

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- 24.2 Customer shall place the Products, if relevant the Software and any other materials reasonable requested by AET Europe at AET Europe's disposal for the maintenance and support activities.
- 24.3 AET' Europe s obligations are conditional upon the Defect being reproducible. Customer shall use reasonable endeavours to reproduce the Defect in its own environment. Customer shall provide diagnostic information where appropriate and on AET Europe's request.
- 24.4 At all times, Customer is personally responsible for making and keeping back-ups of the configuration and the data. Reconfiguration existing sets of data or defining new sets of data is not part of the maintenance and support service, unless explicitly agreed upon in writing.
- 24.5 The Customer shall ensure that all necessary resources, including but not limited to personnel, documentation, and access to systems, are available to AET Europe to facilitate the maintenance and support services. Any delay or failure by the Customer to provide such resources may result in delays in the resolution of Defects for which AET Europe shall not be held responsible.
- 24.6 The Customer shall comply with all instructions and recommendations provided by AET Europe regarding the use and maintenance of the Products and Software. Failure to comply with such instructions may void any support or maintenance obligations of AET Europe under this Agreement.
- 24.7 The Customer shall inform AET Europe promptly of any changes to the operating environment, system configurations, or third-party software that may affect the performance or compatibility of the Products and Software.
- 24.8 The Customer shall bear any additional costs incurred by AET Europe as a result of the Customer's failure to meet the obligations set forth in this Clause 25, including costs associated with unnecessary service calls or the provision of maintenance and support services that are outside the scope of the Agreement.

25. Data Protection

- 25.1 Both parties shall comply with all applicable data protection laws and regulations, including but not limited to the General Data Protection Regulation (GDPR) and any national laws implementing the GDPR, in the performance of their obligations under this Agreement.
- 25.2. The Customer acknowledges and agrees that for the purposes of providing the Software, Products, and Services, AET Europe may process personal data on behalf of the Customer. AET Europe shall process such personal data in accordance with the Customer's documented instructions and only for the purposes of fulfilling its obligations under this Agreement.
- 25.3. The Customer shall ensure that it has obtained all necessary consents and provided all necessary notices to data subjects as required under applicable data protection laws for the lawful processing of personal data by AET Europe in connection with the Software, Products, and Services. The Customer shall remain responsible for the accuracy, quality, and legality of the personal data and the means by which it was acquired.
- 25.4. AET Europe Obligations: AET Europe shall:
- a) implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure;

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- b) ensure that any personnel authorized to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - c) assist the Customer, at the Customer's cost, in responding to any requests from data subjects and in ensuring compliance with the Customer's obligations under applicable data protection laws with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities;
 - d) promptly notify the Customer if it becomes aware of a personal data breach and cooperate with the Customer to address the breach, including taking all appropriate actions to mitigate its effects and restoring the security of the compromised data;
 - e) upon termination or expiry of the Agreement, at the Customer's choice, delete or return all personal data to the Customer, unless retention of the personal data is required by law.
- 25.5. The Customer authorizes AET Europe to engage sub-processors for carrying out specific processing activities on behalf of the Customer. AET Europe shall inform the Customer of any intended changes concerning the addition or replacement of sub-processors, giving the Customer the opportunity to object to such changes. AET Europe shall ensure that sub-processors are bound by data protection obligations no less protective than those set out in this clause.
- 25.6. AET Europe shall not transfer personal data outside the European Economic Area (EEA).
- 25.7. The Customer shall indemnify and hold AET Europe harmless from and against any and all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with any breach of this clause by the Customer, including any failure to comply with applicable data protection laws.
- 25.8. If required by applicable data protection laws, each party shall appoint a Data Protection Officer (DPO) who will be responsible for overseeing compliance with data protection obligations under this Agreement. The DPO's contact details shall be provided to the other party upon request.

26. Excluded maintenance and support services

- 26.1 AET Europe's maintenance and support obligations under the Agreement shall cease if the non-operation of the Software or the Products has been caused by any factor outside the control of AET Europe, including but not limited to:
- a. Any problems caused by repair, modification, reinstallation, or relocation of the Software or Product if not authorized and performed by AET Europe;
 - b. Any problem with the functioning or the use of the external system or the hardware configuration, including without limitation the operating system of the Software platform and/or hardware upgrades;
 - c. The operation or use of the Software or Product in a way that is not in accordance with the latest release of the relevant documentation;
 - d. Support related to third-party software or hardware not supplied by AET Europe;
 - e. Any malfunction of the Software or Product caused by configuration or other alteration or adaptation of the Software or Product not performed by AET Europe unless made with AET Europe's prior written consent;

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- f. Abuse, misuse, or mishandling of the Software or Product;
 - g. Environmental factors, including but not limited to power surges, electrical storms, and other natural disasters;
 - h. Network issues, including but not limited to connectivity problems, latency, or bandwidth limitations that are not within the control of AET Europe;
 - i. Use of the Software or Products in combination with hardware, software, or systems not provided, specified, or approved by AET Europe.
- 26.2 Should the Software or Product not be operable due to reasons outside the control of AET Europe, the Customer shall be liable to pay AET Europe in accordance with then-current hourly rates for any maintenance and support services provided to address such issues. AET Europe shall, however, be under no obligation to provide services when the Software or Product is not operable due to reasons outside its control.
- 26.3 In cases where the maintenance and support services are provided by AET Europe to address issues caused by factors outlined in Clause 26.1, AET Europe reserves the right to charge the Customer for such services at its then-current rates, and the Customer agrees to pay such charges.
- 26.4 The Customer acknowledges that the exclusion of maintenance and support services under this Clause 26 may impact the performance and usability of the Software and Products, and the Customer agrees that AET Europe shall not be held liable for any resulting losses or damages.
- 26.5 AET Europe shall provide the Customer with written notice of any determination that maintenance and support services are excluded under this Clause 26, including a detailed explanation of the reasons for such determination.
- 26.6 The Customer agrees to comply with any recommendations or instructions provided by AET Europe to mitigate or avoid the conditions leading to the exclusion of maintenance and support services under this Clause.