

DIGINOTAR GENERAL TERMS AND CONDITIONS OF SUPPLY AND DELIVERY

These General Terms and Conditions of Supply and Delivery govern the provision of services by DigiNotar B.V. (referred to below as 'DigiNotar'). DigiNotar is registered in the Trade Register of the Chamber of Commerce of Amsterdam, the Netherlands, under number 34104947.

GENERAL PROVISIONS

Article 1 – General

- 1.1 These General Terms and Conditions of Supply and Delivery govern all offers, assignments and agreements in respect of which DigiNotar provides services to the Client, even if such services are not described in these Terms and Conditions. Any terms and conditions of the Client or other sector or general terms and conditions do not apply unless they have explicitly been accepted by DigiNotar in writing.
- 1.2 Amendments and/or supplements to these Terms and Conditions will be valid only if they have been accepted in writing and signed by both parties. Oral notifications, promises or agreements will have no legal effect unless they are confirmed in writing.
- 1.3 All offers are without engagement unless the offer explicitly states otherwise in writing.
- 1.4 An agreement will be concluded and will enter into effect after a written offer from DigiNotar has been accepted in writing; in all cases such an offer will form part of the General Terms and Conditions of Supply and Delivery.
- 1.5 If any provision contained in these General Terms and Conditions is null and void or is declared null and void, the other provisions contained in these General Terms and Conditions will remain in full force and effect and DigiNotar and the Client will consult in order to agree on new provisions to replace the provisions that are or that have been declared null and void, in which context the purpose and purport of the provision that is or that has been declared null and void will be taken into consideration to every extent possible.

Article 2 – Price and payment

- 2.1 All prices are exclusive of turnover tax (VAT) and other government levies.
- 2.2 The prices to be charged on the ground of the Agreement are the prices that apply at the time of the Client written acceptance of the offer and these Terms and Conditions of Delivery of DigiNotar.
- 2.3 If after the agreement is concluded one or more factors that affect the cost price increases, DigiNotar will be entitled to increase the prices and/or rates by means of a written notification to that effect.

- 2.4 In the event that an agreement is involved pursuant to which the Client is to pay in periodic instalments, DigiNotar will be entitled to adjust the applicable prices and rates by means of a written notification to that effect on the basis of a term of at least four (4) weeks.
- 2.5 If the Client does not wish to accept an adjustment of prices or rates with respect to which it has been notified by DigiNotar within the meaning of Article 2.3 or 2.4, the Client will be entitled to terminate the Agreement in writing within ten (10) working days of the notification referred to in those Articles effective from the date indicated in the notification from DigiNotar on which the adjustment of the prices or rates was to enter into effect, or it may cancel the Agreement.
- 2.6 If the parties have agreed on a fixed price for the provision of the services, DigiNotar will inform the Client in advance if an expansion of or change in the services desired by the Client will affect the agreed price. DigiNotar will submit an offer in that respect.
- 2.7 DigiNotar will charge the Client separately for travel expenses and travel time on DigiNotar's part if the parties have not made any further agreements in that respect.
- 2.8 If the Client's creditworthiness gives cause to do so, DigiNotar reserves the right to change the payment terms.
- 2.9 The Client must pay all invoices in accordance with the payment terms referred to in the invoice in question. If an invoice does not contain any payment terms, payment must be made within thirty (30) days of the invoice date. Payment must be made without any set off or suspension on any ground whatsoever, except insofar as an arbitral or judicial judgment has determined that the Client has a counterclaim that can be set off or that there is a ground for suspension.
- 2.10 If the Client fails to pay the amounts due within the agreed term the Client will owe interest on the outstanding amount, without any notice being required, equal to the applicable statutory interest rate calculated on an annual basis, in which context part of a month will be deemed to be a full month. After one year the interest due will form part of the principal amount. If the Client fails to pay the claim, the claim may be turned over for collection, in which case the Client will be obliged to reimburse all the judicial and extrajudicial costs in addition to the total amount due at that time, including lawyers' fees. That amount is set at a minimum of 15% of the principal amount unless further evidence is provided.
- 2.11 If in making a payment the Client fails to indicate what debt is being repaid, DigiNotar will have the irrevocable right to deduct the payments made by the Client from any outstanding invoice from DigiNotar to the Client.
- 2.12 The prices for the services to be provided and travel and accommodation expenses are also based on the cost-of-living index that applies at the time at which the agreement is executed. The parties hereby agree that adjustment of that index will be charged on in the rates on the basis of the adjustment percentage in the relevant period in respect of that index figure as published by the Statistics Netherlands (CBS) or, if no such figure has been published, that of a comparable index figure.

Article 3 – Client’s cooperation

- 3.1 All the services to be provided by DigiNotar will be provided with due care and competence, on the basis of the information to be provided by the Client, on working days (*i.e.* days other than Saturdays, Sundays and generally recognised Dutch public holidays) and during normal working hours (from 9 a.m. to 5 p.m. CET). DigiNotar is permitted to have third parties perform work under DigiNotar’s responsibility within the context of its compliance with its obligations under this Agreement.
- 3.2 At all times the Client will provide DigiNotar with all the information that is useful and necessary for the proper performance of the agreement and will fully cooperate in that respect.
- 3.3 If the parties have agreed that the services will be provided at the Client’s offices, DigiNotar’s employees will be provided with an adequate workspace that contains all the customary equipment. The Client will strictly comply with or implement all statutory schemes governing working conditions. The Client indemnifies DigiNotar against all claims in respect of third parties, including workers who are engaged.
- 3.4 If information that is necessary to perform the Agreement is not made available to DigiNotar or is not made available in a timely manner and in accordance with the parties’ agreements, or if the Client otherwise fails to comply with its obligations or fails to do so in a timely manner, that will be for the Client’s account. DigiNotar will in any event be entitled to suspend performance of the Agreement and to charge the resulting costs in accordance with its customary rates.
- 3.5 If telecommunications facilities are used for the computer service the Client will be responsible for the proper choice and timely availability of such facilities. DigiNotar is not responsible for transmission errors that cannot be attributed to it. DigiNotar will allocate access or identification codes to the Client in the event that data will be processed using telecommunications facilities. The Client will treat the access codes confidentially and will make them available only to authorised members of its staff.
- 3.6 The Client guarantees that all statutory provisions governing the processing of data, including in particular the provisions pursuant to statutory regulations governing the protection of personal data, have been and will be strictly complied with and that all the prescribed registrations have taken place. The Client will immediately provide DigiNotar with all the written information it requests in this respect. DigiNotar will ensure that the personal data is adequately protected by state of the art means. The Client indemnifies DigiNotar against any and all claims brought by third parties against DigiNotar on the ground of a violation of statutes and regulations governing the protection of personal data.

Article 4 – Terms of delivery

- 4.1 All the terms referred to by DigiNotar (including terms of delivery) have been determined to the best of its ability on the basis of the information of which DigiNotar was aware at the time at which the Agreement was entered into and they will be observed to every extent possible; the mere fact that a term (including a term of

delivery) has been exceeded will not lead to DigiNotar being in default. DigiNotar is not bound by any term (including any term of delivery) that can no longer be met due to circumstances that are beyond its control and that arose after the Agreement was entered into. DigiNotar and the Client will consult as quickly as possible if there is a threat that any term will be exceeded.

Article 5 – Confidential information

- 5.1 Both parties will take every reasonable precautionary measure in order to keep confidential all information having a confidential nature that is received from the other party or that the other party allows it to inspect, such as software, data files, assignments, company information, prices and offers. This duty of confidentiality applies to both parties both during the term of the Agreement and after it has been terminated. Both parties are obliged to impose this duty of confidentiality on their employees.

Article 6 – Quality and description

- 6.1 DigiNotar undertakes towards the Client to deliver the goods to it in accordance with the description, quality and quantity indicated in the offer.
- 6.2 DigiNotar does not guarantee that the goods, materials and results will be suitable for the purpose intended by the Client, even if DigiNotar has been informed of that purpose.

Article 7 – Delivery, installation and acceptance

- 7.1 DigiNotar will make goods available to the Client by delivering them to the agreed delivery location at the agreed rates or, if the parties have agreed that DigiNotar will perform the installation, by installing the goods at the Client's place of business. The goods will be deemed to have been accepted between the parties on the date of delivery or, if the parties have agreed in writing that DigiNotar will perform the installation, on the date of installation.
- 7.2 If a product delivered by DigiNotar is defective it must be returned to DigiNotar immediately, stating the nature of the defect. If the product is not returned immediately any claim that the Client may have against DigiNotar to have the defect repaired (or any damage caused thereby remedied) will lapse.
- 7.3 If any services provided by DigiNotar appear to be defective, the Client must immediately inform DigiNotar in writing stating, the underlying reasons. If the Client fails to do so any claim to have the defect repaired or the consequences of the defect remedied will lapse.

Article 8 – Reservation of rights (including proprietary rights) and transfer of risk

- 8.1 All rights (including proprietary rights) will be granted or, where appropriate, transferred to the Client under the condition precedent that the Client pays the fee agreed in that respect, including any claims on the basis of the Client's breach of the Agreement in question.

- 8.2 If the Client has goods or rights that are the property of DigiNotar or that are subject to DigiNotar's rights, the Client will be obliged to immediately inform DigiNotar if an attachment is levied on those goods or rights or if there is a threat that such an attachment will be levied.
- 8.3 The risk of loss of or damage to the goods that are the subject of the Agreement, including damage caused by viruses or other elements that do not belong in the software, will be transferred to the Client at the time at which they actually come under the control of the Client or an assistant or agent of the Client.

Article 9 – Intellectual property rights

- 9.1 All intellectual or industrial property rights, including copyright and trademark rights, that can be exercised now or in the future in respect of the results of the services provided by DigiNotar, including software, hardware, documentation or other materials (such as analyses, offers, recommendations, course materials, reports, etc.) and all preparatory materials are vested in DigiNotar or its suppliers. The Client will obtain only the user rights and powers in respect of the results that are granted pursuant to these Terms and Conditions with due observance of Article 15. The Client will not otherwise duplicate those results or make copies of them unless the parties have explicitly agreed otherwise.
- 9.2 The Client is aware that the results referred to in paragraph 1 of this Article contain confidential information and business secrets belonging to DigiNotar or its licensors. The Client undertakes, without prejudice to the provisions contained in Article 5, to keep those results confidential and not to provide them to third parties or allow third parties to use them.
- 9.3 The Client is not permitted to remove or to change any designation regarding copyrights, trademarks, trade names or other intellectual or industrial property rights from the results referred to in paragraph 1 of this Article.
- 9.4 DigiNotar is permitted to take technical measures with respect to the results referred to in paragraph 1 of this Article. If DigiNotar has protected the results by means of technical protection measures, the Client is not permitted to remove or circumvent such protection measures. If the protection measures result in the Client being unable to make a reserve copy of the results, DigiNotar will, at the Client's request, make a reserve copy of the results available to the Client.

Article 10 – Liability

- 10.1 DigiNotar accepts statutory obligations to compensate loss insofar as that appears from this Article.
- 10.2 DigiNotar's total liability due to any breach in respect of its compliance with the Agreement is limited to compensation of direct damage up to a maximum amount equal to the price stipulated for that Agreement (exclusive of VAT). If the Agreement is primarily a continuing performance agreement having a term that exceeds six months, the stipulated price will be set at the total of the fees (exclusive of VAT)

stipulated for a period of six months. However, under no circumstances will the total remuneration for direct damage exceed NLG 500,000 or the equivalent in euros.

- 10.3 Under no circumstances will DigiNotar's total liability for loss due to death or bodily injury or for material damage to goods exceed NLG 1,000,000 or the equivalent in euros for each incident, in which context a series of related incidents will be considered one incident.
- 10.4 Any liability on the part of DigiNotar for indirect damage, including consequential damage, loss of profits, lost savings, loss of information (including business information) and loss due to business interruption is excluded.
- 10.5 Other than the cases referred to in Articles 10.2 and 10.3, DigiNotar does not bear any liability to compensate loss, regardless of the grounds on which any such action for compensation is based. The maximum amounts referred to in Articles 10.2 and 10.3 will lapse, however, if and insofar as the damage was caused by an intentional act or omission or gross negligence on the part of DigiNotar.
- 10.6 DigiNotar's liability due to breach in respect of its compliance with the Agreement will arise only if the Client provides DigiNotar with immediate and sound notice of default in writing, stipulating a reasonable term in which to remedy the breach, and after that term has lapsed DigiNotar has continued to be in default in respect of its compliance with its obligations. The notice of default must contain a description of the breach that is as detailed as possible so that DigiNotar is able to respond adequately.
- 10.7 Under all circumstances the right to compensation of loss is subject to the condition that the Client has informed DigiNotar in writing in that respect as quickly as possible after the loss has arisen.
- 10.8 The Client indemnifies DigiNotar against all claims brought by third parties on the basis of liability as a result of a defect in a product or system that the Client has supplied to a third party that also consisted of goods, materials or results supplied by DigiNotar, except if and insofar as the Client demonstrates that the damage was caused by those goods, materials or results.

Article 11 – Termination (including premature termination)

- 11.1 Either party is authorised to dissolve the Agreement only if the other party has committed breach in respect of its compliance with substantive obligations under the Agreement, after receiving sound written notice of default in writing that is as detailed as possible and that stipulates a reasonable term in which to remedy the breach.
- 11.2 If by its nature and on the basis of its content an Agreement does not end by means of completion and that Agreement has been entered into for a fixed term it may be terminated by either party by giving notice in writing, stating the reasons, after holding proper business consultations. If the parties have not agreed on an explicit notice period a reasonable term must be observed in respect of termination. Under no circumstances will the parties owe any compensation for termination.

- 11.3 DigiNotar may terminate the Agreement in whole or in part without any notice of termination or judicial intervention being required effective immediately by giving written notice if the Client is granted a provisional or permanent suspension of payments, if bankruptcy is applied for with respect to the Client or if its company is liquidated or terminated other than for the purposes of a reconstruction or consolidation of companies. Under no circumstances will DigiNotar be obliged to pay compensation in respect of such a termination.
- 11.4 If at the time of the dissolution referred to in paragraph 1 of this Article the Client has already received work in respect of the performance of the Agreement, that work and the related payment obligation will not be subject to cancellation unless DigiNotar had committed breach in respect of such performances. Amounts that DigiNotar has invoiced before the dissolution in connection with services provided or goods delivered in connection with the performance of the Agreement will remain due with due observance of the preceding sentence and will be immediately due and payable at the time of the dissolution.

Article 12 – Consequences of termination

- 12.1 Upon the termination of the Agreement both parties' obligation will continue to apply in any event with respect to the duty of confidentiality, applicable law, competent court, intellectual property rights, liability, invoicing and payment arising from the period before the termination.
- 12.2 Upon the termination of the Agreement the Client will send DigiNotar, as quickly as possible, all goods, materials and results of DigiNotar that are not the property of the Client or in respect of which the Client is not the entitled party, or it will destroy them or have them destroyed in consultation with DigiNotar.

Article 13 – Force majeure

- 13.1 If one of the parties commits a non-attributable breach for a period that exceeds three (3) months in respect of its compliance with its obligations under this Agreement, the other party will be entitled to dissolve this Agreement effective immediately, without any judicial intervention being required, by means of a registered letter without that giving rise to any right to compensation. *Force majeure* includes delays at or a breach by DigiNotar's suppliers, transport problems, strikes and illness of staff members.

Article 14 – Transfer of rights

- 14.1 DigiNotar is entitled to transfer to third parties all claims, powers, rights, benefits, legal acts and obligations arising from Agreements with the Client. The Client hereby declares that in the event of such a transfer third parties will be entitled to exercise towards it all rights that vest in DigiNotar pursuant to this Agreement and that it, the Client, will accept compliance by such third parties with the obligations that have been transferred. The Client is not entitled to transfer to third parties the rights and obligations under this Agreement in whole or in part without obtaining prior written permission from DigiNotar. DigiNotar may attach conditions to its granting such permission.

Article 15 – Suppliers' products

15.1 If and insofar as DigiNotar makes products from third parties available to the Client, the conditions (including guarantee conditions) of those third parties will apply instead of the provisions contained in the Terms and Conditions in respect of those products, provided that DigiNotar has informed the Client in writing in that respect. The Client accepts the applicability of such conditions (including guaranteed conditions) of third parties. If such conditions (including guarantee conditions) have not been provided together with the product they will be available at DigiNotar's place of business for the Client's inspection and DigiNotar will send them to the Client at the Client's request.

If and insofar as the above-mentioned conditions of third parties are deemed not to apply in respect of the relationship between the Client and DigiNotar or are declared to be inapplicable, the provisions contained in DigiNotar's Terms and Conditions will apply.

Article 16 – Jurisdiction

16.1 Any disputes between the parties with respect to an Agreement, including DigiNotar's applicable General Terms and Conditions of Supply and Delivery, will be submitted exclusively to the competent court in the District of Haarlem, the Netherlands, unless the parties agree to have the dispute resolved by means of arbitration in accordance with the arbitration regulations of the Dutch Foundation for the Settlement of Automation Disputes (*Stichting Geschillenoplossing Automatisering*) in The Hague, the Netherlands.

16.2 DigiNotar's General Terms and Conditions of Supply and Delivery, the Agreements between DigiNotar and the Client and any and all amendments or changes to them are governed by Dutch law.

PROVISION OF SERVICES

The provisions contained in this chapter, Provision of Services, apply in addition to the General Provisions contained in the General Terms and Conditions of Supply and Delivery if DigiNotar provides services such as computerisation recommendations, training courses, support, secondment, designing or developing software or information systems or provides assistance in that context and also apply to the provision of services with respect to networks.

Article 17 – Implementation

17.1 DigiNotar will make every effort to provide the services with due care, where appropriate in accordance with the agreements and procedures laid down with the Client in writing.

17.2 If the parties have agreed that the services will be provided in phases DigiNotar will be entitled to postpone the commencement of the services that form part of the next phase until the Client has approved the results of the preceding phase in writing.

- 17.3 DigiNotar will be obliged to comply with the timely and responsible instructions given by the Client only if the parties have explicitly so agreed in writing. DigiNotar will not be required to follow instructions that would change or supplement the content or scope of the agreed services; however, if such instructions are followed the related work will be paid for in accordance with Article 18.
- 17.4 DigiNotar may make changes to the content or scope of the services provided. If such changes would lead to a change in the procedures that apply at the Client, DigiNotar will inform the Client in that respect in the timeliest manner possible and the costs related to that change will be paid by the Client. In such cases the Client will be entitled to terminate the Agreement in writing effective from the date on which the change would have entered into effect unless the change is related to changes in relevant laws or other regulations imposed by competent authorities or if DigiNotar pays the costs related to the change.
- 17.5 If the service Agreement is entered into with a view to performance by a particular person, DigiNotar will at all times be entitled to replace that person with one or more persons having the same qualifications.

Article 18 – Changes and additional work

- 18.1 If DigiNotar performs work or provides other services that fall outside the content or scope of the agreed provision of services at the request or with the prior consent of the Client, the Client will pay DigiNotar for such work in accordance with the Client's customary rates. However, the Client is not obliged to comply with such a request and may demand that a separate written Agreement be concluded in that respect.
- 18.2 The Client accepts that the agreed or expected time at which the provision of services will be completed and the responsibilities of the Client and DigiNotar may be affected by the work or services referred to in paragraph 1 of this Article.
- 18.3 Insofar as the parties have agreed on a fixed price for the provision of services and intend to conclude a separate Agreement with respect to extra work or services, DigiNotar will inform the Client in writing regarding the financial consequences of such extra work or services.

Article 19 – Training courses

- 19.1 Insofar as the services to be provided by DigiNotar consist of providing training courses, DigiNotar may at all times demand that the payments due in that respect be made before such training courses commence. The consequences of a cancellation of participation in a training course will be governed by the customary rules that apply at DigiNotar.
- 19.2 If in DigiNotar's opinion the number of registrations give cause to do so, DigiNotar will be entitled to combine the training course with one or more other training courses or to hold the training course at a later date or time.

CONTRACT OF SALE FOR HARDWARE

The provisions contained in this chapter, Contract of Sale for Hardware, apply in addition to the General Provisions contained in the General Terms and Conditions of Supply and Delivery if DigiNotar sells hardware to the Client.

Article 20 – Guarantee

- 20.1 With the due observance of Article 15, for a period of three (3) months of their being made available DigiNotar will repair to the best of its ability any material or manufacturing defects in the goods, materials or results that it delivers, as well as in parts that DigiNotar has supplied within the framework of guarantee or maintenance obligations, if the defects have been reported to DigiNotar in sufficient detail within that period. All parts that are replaced will become the property of DigiNotar. The guarantee obligation will lapse if such defects are fully or partially the result of improper, negligent or incompetence use, external causes such as fire or water damage or if the Client makes changes to the product or the parts that DigiNotar has supplied within the framework of its guarantee or maintenance obligations or had such changes made without DigiNotar's permission to do so.
- 20.2 DigiNotar will charge for work and repair costs outside the framework of this guarantee in accordance with its customary rates.

SUBSCRIPTIONS

The provisions contained in this chapter, Subscriptions, apply in addition to the General Provisions contained in the General Terms and Conditions of Supply and Delivery if DigiNotar supplies that Client with goods periodically by means of a subscription.

Article 21 – Commencement and end of the subscription

- 21.1 Subscriptions may commence at any given time. Requests for subscriptions that are made by telephone must be confirmed by DigiNotar in writing. If the commencement of a subscription does not coincide with the calendar year, a proportionate portion of the subscription price will be charged for the remaining portion of that year. The subscription price will be invoiced annually in the first quarter.
- 21.2 Subscriptions may be cancelled only in writing, by registered letter, not later than 1 November of the current subscription year in respect of the new calendar year.

GENERAL

Where a written document is required pursuant to these General Terms and Conditions, a digital notification provided with a digital signature from the Client, which is signed with a valid DigiNotar certificate, will be deemed to be acceptable.