GENERAL TERMS STREAMIT BV

Article 1 Definitions

- <u>"Active Device"</u>: a Device that is powered-up, connected to the internet, registered and managed by a Portal via the internet and functional while sending its status information in regular intervals to the Portal.
- <u>"Agreement"</u>: an agreement resulting from any acceptance by either one of parties of an offer, quotation or purchase order, provided between Streamit BV and Customer to deliver goods and/or services.
- <u>"Customer" or "Buyer"</u>: the party placing an order with Streamit BV and/or any party that enters or will enter into an Agreement with Streamit BV and/or any party to whom Streamit BV makes an offer, delivers any goods and/or provides services and/or any person or legal entity that uses a Platform or Portal offered by Streamit BV and/or a party that – on the instructions of the party that has an agreement with Streamit BV – exercises the actual power or control over the Portal and/or Server, as well as this aforementioned other party's legal successors, representative or legal entities.
- <u>"Custom Product"</u>: a product designed and manufactured for the unique needs of Customer, to Customer's specifications or requirements.
- <u>"Custom Branded Product" or "OEM Product"</u>: a product technically identical to an existing product but due to a cosmetic change of the look-and-feel of the product and/or its packaging, and/or its software user interface, that such cosmetically changed product appeals to be a product originating from Customer.
- <u>"Customer Platform"</u>: a Platform that is owned or is under the control by Customer and that is or will be used in connection with Customer's Devices.
- <u>"Device"</u>: a finished Product including embedded software capable of performing certain functions.
- <u>"Developer Kit"</u>: a Semi-finished Product that includes one or more pieces of hardware, software and documentation and from which Customers intent to develop and manufacture a derivative work.
- <u>"Disabled Device"</u>: a Device not powered-up or not connected to the internet, de-registered or not registered by a Portal and not functional at all.
- <u>"Documentation"</u>: written information in paper and/or electronic format which is provided and/or made available for download to Customer in connection with the sale or use of Products.
- <u>"Inactive Device"</u>: a Device that is powered-up, connected to the internet, registered and managed by a Portal via the internet but not functional, while sending its status information in regular intervals to the Portal.
- <u>"Platform" or "Portal"</u>: a collection of functionalities that are -amongst other possible functionalities- available to register, monitor and remotely manage Devices deployed in the field and which functionalities are offered by Streamit BV as a Service to Customers, examples of which are but not limited to "Device Portal", "Audio Distribution Platform" ("ADP") and "Claudio".
- <u>"Product"</u>: a set of functions and/or features embodied in a piece of hardware and/or software that under normal and intended use substantially fulfils its published specifications.
- <u>"Seller" or "Streamit BV"</u>: Streamit B.V. a Dutch company acting under the laws of The Netherlands and registered at Zandven 26, 5508 RN Veldhoven, The Netherlands.
- <u>"Semi-finished Product"</u>: a product with limited functionality and which requires additional activities by Customer to modify, enhance, integrate, or otherwise change including a need to develop software to create or improve additional functionalities and requires further assembly to create a finished end-user product.
- <u>"Server"</u>: a computerized system used by Streamit BV to implement a Platform or Service.

- "Service": a non-tangible deliverable that may be required to use Products in a Customer application or enhances a Product's functionality and use, which includes software.
- "Service Specification": a detailed specification in writing of the delivered Services including if relevant its contents, 24/7 availability, time targets for delivery of Services or parts thereof, response times in case of calamities, escalation procedures and the relevant performance evaluation criteria.

Article 2 Scope of Application

2.1 These General Terms and Conditions govern all offers and/or Agreements of whatever nature between Streamit BV and the Customer as well as any obligations and/or follow up or additional or changed assignment, including the actual use of the Platform and Services and/or software provided by Steamit BV. Provisions varying from these Terms and Conditions must be agreed on with Streamit BV in writing.

2.2 If Streamit BV does not always insist on strict compliance with these Terms and Conditions, this does not mean that these Terms and Conditions are not applicable or that Streamit BV loses its right to insist on strict compliance with these Terms and Conditions in future cases, whether these are similar in nature or not.

2.3 If any provision of these Terms and Conditions is not valid or applicable for any reason, the other provisions of these Terms and Conditions remain in force.

2.4 The applicability of the general purchase conditions or other general conditions of the Customer is explicitly rejected.

Article 3 Offers

3.1 All offers submitted by Streamit BV are based or partly based on the data, materials and documents provided by or on behalf of the Customer and Streamit BV is entitled to assume that these data, materials and documents are accurate and complete. Streamit BV is not liable for any damage caused by the use of wrong information.

3.2 All offers submitted by Streamit BV are without obligation, unless expressly provided otherwise in the offer; Streamit BV may revoke these offers promptly even after the Customer's acceptance of them.

3.3 Without prejudice to the provision of paragraph 2 of this Article, the offers by Streamit BV are valid for a period of 30 days, unless expressly provided otherwise in the offer.

3.4 Price lists, brochures, printed materials, etc. provided by Streamit BV are subject to changes, do not constitute an offer and are not binding on Streamit BV, unless the Agreement concluded between the parties includes an explicit reference to them.

3.5 Streamit BV reserves the right to refuse orders without giving reasons for such refusal or to deliver goods Cash On Delivery (hereinafter referred to as "COD").

Article 4 Agreement

4.1 An Agreement is concluded when Streamit BV has confirmed an order in writing or when Streamit BV has started carrying out the order. The confirmation of the order is deemed to reflect the Agreement accurately and completely, unless the Customer has objected to it in writing within five business days of the date of the confirmation or the order or the carrying out of the order.

4.2 As for services/deliveries for which no order confirmation is sent because of their nature and/or extent, the invoice constitutes the order confirmation as well. This invoice is deemed to reflect the Agreement accurately and completely, unless the Customer has objected to it in writing within five business days.

4.3 Additions and changes to an Agreement bind Streamit BV only if Streamit BV has confirmed them in writing.

4.4 If it considers this necessary or useful to ensure the proper execution of the order placed with it, Streamit BV is entitled to engage third parties.

Article 5 Custom and Semi-finished Products

5.1 With regard to designing, developing, manufacturing, distribution and/or selling of a Custom Product, Streamit BV shall retain title to and possession of know-how, intellectual property, designs, printed circuit layout, device schematics, software source code and software object code.

5.2 Individual parts of Custom Product designs, including but not limited to device schematics, printed circuit layouts or software, are the property of Streamit BV and may be used by Streamit BV in other designs and may not be used by Customer except as a part of Custom Product designed and manufactured by Streamit BV.

5.3. Customer, at its expense, shall: (i) defend against a claim in a legal proceeding brought by a third party against Streamit BV that any Custom Product and/or Custom Branded Product as furnished by Streamit BV hereunder and to the extent that any such claim arises from: (i) modification of the Product into a Custom product and/or Custom Branded Product, (ii) design, specifications or instructions furnished by Customer, or (iii) the combination or use of the Custom Product with any product, software, service or technology, directly infringes the claimant's patent or copyright; and (a) hold Streamit BV harmless against damages and costs awarded by final judgment in such proceeding (or agreed upon in a settlement to which Streamit BV consents) to the extent directly and solely attributable to infringement by the Custom Product and/or Custom Branded Product

5.4 With regard to Custom Branded Products, Customer shall retain title to and possession of copyrights and/or trademarks related to the cosmetical changes and/or additions to the product and Streamit BV acknowledges it will not offer for sale, sell, market or distribute otherwise Custom Branded product to non-affiliated 3rd parties without prior written approval received from Customer

5.5 With regard to Custom Products and Custom Branded Products, Streamit BV may deliver a quantity that is a maximum amount of fifteen percent (15%) more or less than the ordered quantity of any order line item. Such delivered quantity will be accepted and paid for (against an amount being the actual delivered quantity times the unit price) in full satisfaction of each party's obligation under the Agreement for the quantity ordered

Article 6 Changes and Extra Work

6.1 Extra Work means any work carried out by Streamit BV and/or its partners or (manufacturing) sub-contractors for the purpose of performing an Agreement concluded with the Customer that is beyond the scope initially agreed on or is a direct consequence of changing circumstances which, at the date of agreement, parties reasonably could not have foreseen

6.2 Any Extra Work automatically affects the agreed-upon price and the agreed-upon time of delivery, which is at the risk and expense of the Customer if such price and time of delivery is impacted beyond 2% of the prior agreed upon price and time of delivery and when less than six months have passed since the previously reported Extra Work (if any)

6.3 Streamit BV will – if possible – inform the Customer in writing of the Extra Work to be carried out as soon as possible, in any case before its execution. The Customer is deemed to agree to the execution of this Extra Work and to the relevant costs and any delivery dates that may have been adjusted, unless the Customer objects to the foregoing in writing before the execution of the Extra Work is started, but in any case within five days of the date of the relevant notice served by Streamit BV.

6.4 In case Customer objects in writing to Streamit BV against the Extra Work in section 6.3 and does so within a five (5) days notice, both parties will negotiate in good faith how to proceed. If parties agree to cancel the Agreement, Streamit BV will be entitled to receive full compensation from Customer for any and all direct costs incurred while executing the concluded Agreement with Customer prior to the awareness of the Extra Work required to execute the Agreement

6.5 With regard to Custom Products and/or Custom Branded Products, Prices and/or other commercial terms are subject to change by Streamit if any specifications are revised or supplemented or there are unforeseen difficulties and/or costs involved with the design, development and/or manufacture.

Article 7 Prices
7.1 All prices and rates are excluding VAT, any handling fee and the costs referred to in Articles 13.1 and 15.2.
7.2 The prices are based on the prices, rates, taxes, duties and charges, etc. existing at the time of the offer. In the event of an increase in any factor affecting the cost price, Streamit BV is entitled to increase the price accordingly. This price increase does not entitle the Customer to dissolve the Agreement.
7.3 In the event of any Agreement involving a periodic payment obligation, Streamit BV is entitled to adjust prices and rates by giving written notice thereof subject to a period of three months. If the Customer does not agree to the adjusted prices or rates, he, she or it is entitled to give written notice of termination of the Agreement within seven days of the date of receipt of this notice with effect from the date on which the price or rate adjustment would commence.

Article 8 Claims for Transport Problems
8.1 Claims made under this article concern only complaints about damage to the packaging of the goods or packages delivered or the absence of packages that are mentioned on the carrier's delivery record.
8.2 Immediately on delivery, the Customer shall check every consignment for any defects, such as damage and/or incompleteness. Any damage or incompleteness must immediately be noted on the carrier's delivery record and notified to Streamit BV. The claim submitted must include the delivery or invoice number of the relevant consignment.
8.3 Upon signing the receipt form, the Customer is deemed to have approved the consignment.
8.4 Where the claim relates to damage to the packaging of separate goods or packages and is considered well-founded by Streamit BV. Streamit BV will, at its own discretion and within a reasonable period, either remedy the defect in the packaging or replace the relevant goods or the relevant packages, without the Customer being entitled to any additional compensation.
8.5 Where the claim relates to one or several missing packages and is considered well-founded by Streamit BV, Streamit BV will deliver the missing packages within a reasonable period without the Customer being entitled to any additional compensation.
8.6 Lodging a complaint under this article does not release the Customer from any payment obligations towards Streamit BV.

Article 9 Claims for faulty deliveries
9.1 Claims for faulty deliveries relate only to complaints that can be made after the carrier's delivery record has been signed in acknowledgment of receipt: damaged goods in the packages, ordered goods missing from packages but mentioned on the packing slip or the consignment of wrong goods.
9.2 Immediately upon delivery, the Customer shall check every consignment to ensure that the right goods have been delivered and for defects, such as any damage and/or incompleteness. Any faulty delivery must immediately be notified to Streamit BV or, if this is impossible, within a period of five business days. The claim submitted must include the delivery or invoice number of the relevant consignment.
9.3 After the period specified in paragraph 2 of this Article has expired, the Customer is deemed to have approved the delivery.

9.4 Where the claim is considered well-founded by Streamit BV, Streamit BV will, at its own discretion and within a reasonable period, either remedy the defect or replace the defective goods or deliver the missing goods without the Customer being entitled to any additional compensation.

9.5 Products can be returned only after the prior written permission of Streamit BV.

9.6 Claims made under this article do not release the Customer from any payment obligations towards Streamit BV.

Article 10 Payments

10.1 Unless otherwise agreed in writing and subject to paragraph 7 of this Article, payments must be made in advance by deposit or transfer to a bank or giro account designated by Streamit BV within 14 days of the pro-forma invoice date. The value date mentioned on the bank/giro statements of Streamit BV is regarded as the date of payment.

10.2 Unless otherwise agreed in writing, payments are made without any setoff or suspension for any reason.

10.3 In accordance with Article 10.1, for new customers, or for those customers for which Streamit BV has not permitted any credit limit, all orders must be paid in advance before delivery. Within the credit limit permitted by Streamit BV, payments must be made within fourteen (14) days of the commercial invoice date.

10.4 Payments made by the Customer are first applied to settle any interest payable and/or debt collection or other charges and subsequently, those invoice amounts which have been outstanding for the longest period.

10.5 If the Customer fails to pay the amounts owed within the agreed-upon period, the Customer is in default by operation of law and Streamit BV is entitled, without prejudice to its other rights, including the right to suspend performance, to charge the Customer commercial interest at the statutory rate applicable at that time, plus a surcharge of 3% on an annual basis, on the entire amount due. This interest is charged with effect from the due date of the relevant invoice up to and including the date on which payment is made in full.

10.6 In addition to the interest mentioned in paragraph 4 of this Article, Streamit BV is entitled to claim compensation from the Customer for all judicial and extrajudicial costs incurred. The amount of the extrajudicial debt collection costs owed to Streamit BV amounts to 15% of the principal sum, subject to a minimum amount of €350.

10.7 If Streamit BV considers it appropriate to do so, it may require the Customer to provide security and if this security is not provided, it is entitled to suspend the execution of the Agreement.

Article 11 Retention of title

11.1 Streamit BV retains title to all goods delivered to the Customer until the date of full payment of all amounts, including any interest and costs, the Customer owes for the goods and services delivered or yet to be delivered under the Agreement, as well as any claims for failure in the performance of the aforementioned Agreement.

11.2 The Customer shall treat the goods concerned with due care and, unless Streamit BV has granted express permission for that in writing, the Customer is not entitled to encumber or pawn the goods delivered, and/or to establish any disclosed or undisclosed right of pledge thereon, as long as the Customer has not fulfilled his, her or its obligations towards Streamit BV in full.

Article 12 Delivery time

12.1 All delivery periods mentioned by Streamit BV are approximate and are based on the data and circumstances known to Streamit BV when the Agreement was entered into. The delivery dates mentioned are never to be regarded as strict deadlines. If any change in the data or circumstances results in any delay, irrespective of whether this change was foreseeable, the delivery date is deferred accordingly, without prejudice to the force majeure provisions below. In the event of

overdue delivery, Streamit BV must be declared in default in writing, allowing it a reasonable period to effect delivery after the notice of default has been served.

12.2 If the delivery periods specified by Streamit BV are exceeded for any reason, the Customer is not entitled to any compensation or to the non-performance of any of his, her or its obligations under the relevant Agreement or under any related agreement.

Article 13 Delivery

13.1 Unless otherwise agreed in writing, all deliveries are made according to Incoterms 2020 Ex Works. Streamit BV will pass on the relevant costs for this. With effect from the time of delivery, all risks of loss, perishing, damage, etc., irrespective of the cause thereof, pass to the Customer.

13.2 If the goods are pre-paid and available for collection but are not collected by the Customer after the delivery period has expired, the goods are stored at the Customer's disposal for a maximum period of 3 months thereafter, at the latter's risk and expense. If the same goods are not pre-paid in full and Customer has not collected the goods within two weeks after the delivery period has expired, Streamit BV is entitled to release the goods for sale to other Customers.

13.3 Streamit BV is entitled to deliver an order in its entirety or in successive parts. In the latter case, the Customer is invoiced separately for each partial delivery. If the Customer fails to pay for any partial delivery, Streamit BV is entitled to suspend the further execution of the Agreement or to dissolve the Agreement to the extent that it has not been performed by it, without judicial intervention and without any notice of default served on the Customer being required, without prejudice to Streamit BV's right to claim damages and to its right to claim performance rather than dissolution.

Article 14 Transport

14.1 Streamit BV determines the way the goods are transported, dispatched, packaged and the like. Goods are always transported at the risk and expense of the consignor. Streamit BV is required to take out transport insurance only to the extent that it has bound itself to do so in writing.

Article 15 Delay

15.1 If a party at any time has reason to believe that it will be delayed, in the performance of its obligations under the Agreement, the party shall promptly notify the other party hereof and shall subsequently define in writing the estimated period of delay.

15.2 Circumstances outside of Streamit BV's control including, but not limited to circumstances which are attributable to the Customer such as delay in payment or in the delay in Customer's undertakings under this Agreement causing a delay for Streamit BV, shall entitle Streamit BV to postpone any of its undertakings until payment has been received in full or to such extent as is reasonable having regard to all circumstances. For delays accountable to the Customer, Streamit BV shall be reimbursed for its reasonable costs due to such delay.

15.3 Any time targets for delivery of Services or part thereof and the relevant performance evaluation, are set out in the relevant Service Specification. Such terms and conditions shall constitute the only representations with regards to such time targets or performance evaluations and compensation (if any) shall be full and exclusive for any delay imputable to such parameters

Article 16 Software Documentation and Hardware

16.1 The provisions of this article are applicable in particular to the software supplied by Streamit BV., either stored into the non-volatile memory of a Product or otherwise being made available for download, whether or not on a Platform or Portal, and/or update/upgrade to replace an existing piece of software stored in a Product.

16.2 Except for open-source software and software licensed under an Excluded License (as is defined in article 16.5), the ownership of and all intellectual property rights to the software products and the underlying source code are always vested in Streamit BV, or its suppliers, unless

expressly agreed otherwise in writing. The Customer may neither remove nor alter any identifying marks relating to the intellectual property rights of the copyright owner.

16.3 Streamit BV grants Customer a nonexclusive license to use and distribute software in machine-readable form, only in combination with or as part of the Product for which the software has been provided and only one copy for each such Product. No rights or licenses with respect to any software source code are granted to Customer. Streamit BV grants Customer a nonexclusive license to use and distribute non-confidential documentation with the Product for which the documentation has been provided and only one copy for each such Product. Customer will reproduce all of Streamit BV's (or its licensor's) copyright notices and other proprietary legends in the software and on copies thereof.

16.4 To the extent that software and/or documentation is embedded in a Product, the sale of such Product shall not constitute the transfer of ownership rights or title in such software and/or documentation, and all references to "sale" or "sold" of any software or documentation shall be deemed to mean a license. Except for those rights specifically granted in this Section 16 in connection with software and documentation: (i) Streamit BV and its suppliers reserve all right, title and interest, together with all intellectual property rights thereto, in all software and documentation provided or made available to Customer, and (ii) no other express or implied license, right or interest in or to any patent, patent application, copyright, trade secret, trademark, trade name, service mark or any other intellectual property right is granted hereunder.

16.5 Any open-source software included in the software is not licensed or warranted under the terms of these General Terms and Conditions, but is instead licensed under the terms of applicable open source license(s), such as the BSD License, Apache License or the Lesser GNU General Public License. In no event will Customer subject the software to an Excluded License. An Excluded License means any license that requires, as a condition of use, modification and/or distribution of software subject to the Excluded License, that such software or other software combined and/or distributed with such software be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge. Customer is solely responsible for obtaining any necessary third party approvals and any licenses for any necessary essential patents for their use in connection with technology that Customer incorporates into Customer's system or software (whether as part of the software or not).

16.6 With respect to Products, software, documentation, and portions thereof, Customer is not authorized to and agrees that it will not: (i) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code, ideas, technology or algorithms, except to the extent expressly authorized by statutory law; (ii) modify or create derivative works; (iii) remove or alter any proprietary markings or notices; or (iv) merge, link or incorporate software into any other software. Should Customer create any modifications or derivative works of Products, software, documentation or a portion thereof, Customer irrevocably assigns and agrees to assign all right, title and interest in any such modifications or derivative works to Streamit BV. Customer's rights under these Terms and Conditions are conditional upon Customer not performing any actions that may require any software, Products and/or any derivative work thereof, to be licensed under open source software license terms that may, for example, require disclosing source code, granting a license under intellectual property rights, such as granting a permission to develop derivative works, or granting other rights or assuming responsibilities commonly associated with open source software.

16.7 Neither the sale of any of the Products, nor these General Terms and Conditions, shall be construed as conferring any right, license or immunity:

a. under any intellectual property rights to any combination, machine, or process in which Products might be used, or to any modifications of Products, software, or documentation;

b. with respect to any trademark, trade or brand name, corporate name, or any other name or mark, or contraction, abbreviation or simulation thereof;

c. under any intellectual property rights covering an industry standard set by a standard setting

body or agreed to between at least two companies; or

d. under any intellectual property rights with respect to which Streamit BV has informed Customer or has published a statement that a separate license has to be obtained or that no license is granted or implied.

Article 17 Account Platform, software updates and availability of software

17.1 To get access to and use the Streamit BV Portal or Server a registered account is required.

17.2 The owner of the account is solely responsible for maintaining the confidentiality and security of the account and for all activities that occur on or through the account. In case of any security breach of the account the owner is obligated to immediately inform Streamit BV.

17.3 Streamit BV shall have no obligation to provide any updates or upgrades to any aspect of the Product or Services. Streamit BV may, at its sole discretion and from time to time, update, change, add or remove features, functionality, and content of the software, in whole or in part. These updates may be required to use certain features or to continue to connect to certain Services.

17.4 Streamit BV reserves the right, without prior notice or compensation, to terminate access to a software version or any part thereof at any time and in its sole discretion. Streamit BV also has the right to permanently stop providing software (versions) and/or Services and/or access to the account without paying compensation.

17.5 Despite carefully testing by Streamit BV, it is strongly recommended to test updates or upgrades before using it. Therefore, Streamit BV recommends to disable automatic software updates. The Customer shall be responsible for ensuring that any downloaded or upgraded software is suitable for the Customer's requirements and is compatible with the Customer's existing systems and practices. Streamit BV is never required to compensate any direct or indirect damage or loss suffered by the Customer or any third parties, arising from software updates or the use of software and Services.

17.6 In the event the Customer is not the user and/or has no actual possession over the Portal and/or access to the software and Services, the Customer that has an Agreement with Streamit BV guarantees compliance with all Agreements and these Terms and Conditions and that Customer is solely responsible for correct usage of the Portal and/or software and Services.

Article 18 Force majeure

18.1 If Streamit BV is prevented from performing or continuing to perform the Agreement as a result of force majeure of a permanent or temporary nature, Streamit BV is entitled, without any obligation to pay damages, to dissolve the Agreement wholly or partly by a written statement to this effect, without any judicial intervention being required and without prejudice to Streamit BV's right to payment by the Customer of goods already delivered by Streamit BV or to suspend the further execution of the Agreement. In the event of suspension, Streamit BV is entitled to dissolve the Agreement wholly or partly as well.

18.2 Force majeure means all circumstances as a result of which Streamit BV is unable to fulfil its obligations temporarily or permanently, such as strikes, transport difficulties, pandemics, fire, government measures, including in any case import and export bans, quota restrictions and operational breakdowns affecting Streamit BV or its suppliers, as well as any failures on the part of its suppliers, as a result of which Streamit BV can no longer reasonably be expected to perform its obligations towards the Customer.

Article 19 Warranty

19.1 Subject to Article 18.7, Streamit BV warrants that under normal use the Products shall, at the time of delivery to Customer and for a period of twelve (12) months thereafter (or such other period as may be governed under section 18.7 and/or agreed upon in writing by the parties), be free from defects in material or workmanship and shall substantially conform to Streamit BV's published Specifications for such Products, or such other Specifications as Streamit BV has agreed to in

writing, as applicable. Streamit BV's sole and exclusive obligation, and Customer's sole and exclusive right, with respect to claims under this warranty shall be limited, at Streamit BV's option, either to (a) the replacement or repair of a defective or non-conforming Product, or (b) an appropriate credit for the purchase price thereof. Streamit BV will have a reasonable time to repair, replace or credit.

19.2 Goods or any parts thereof that are replaced in accordance with the warranty under the first paragraph of this article become the property of Streamit BV.

19.3 Defects must always be notified to Streamit BV before these can be processed by means of returning a repair form available for download at "www.streamit.eu". The warranty does not cover the recovery of lost data.

19.4 The warranty does not apply if the defects are wholly or partly the result of incorrect, careless or incompetent use, use for other than normal business purposes, external causes, such as fire and water damage, or if the goods are changed or maintained by parties other than Streamit BV.

19.5 Streamit BV´s performance of its warranty obligations constitutes the only compensation offered. Streamit BV does not have any other obligations and the Customer is not entitled to a claim for dissolution of the Agreement.

19.6 If the goods are purchased by Streamit BV from one of its own suppliers, the warranty is limited to the relevant warranty conditions of this supplier. If appropriate, Streamit BV will inform the Customer about the warranty provisions of the relevant supplier.

19.7 Repairs beyond the relevant warranty are charged by Streamit BV.

19.8 In the case of any repair of defective goods under warranty, the Customer is obliged to return the goods at his, her or its own expense to an address designated by Streamit BV.

19.9 The Customer is responsible for correct installation, installation of updates and upgrades and the usage. Steamit BV does not warrant that the software updates and upgrades will operate without interruption or will be error-free, or that all errors and or defects may be corrected, or that the Product software will meet the Customer's requirement and will be compatible or work with any third party software, applications or services and that the functions and Services will continue to be made available.

Article 20 Liability

20.1 Streamit BV is never required to compensate any direct or indirect damage or loss suffered by the Customer or any third parties, arising from:
a. defects in goods or services delivered;
b. the failure of the goods, software and/or services delivered by Streamit BV to function properly or in a timely fashion;
c. any delay in the delivery time of the goods and services;
except in the case of intent or gross negligence on the part of Streamit BV. or its executive staff.

20.2 Streamit BV is not liable for any direct or indirect damage or loss inflicted by its employees and/or third parties it has engaged on the Customer or any third parties, for whatever reason, except in the case of intent or gross negligence attributable to Streamit BV or its executive staff. In no case does its liability go beyond the coverage as defined in article 19.5

20.3 Streamit BV does not bear any liability for damage or loss of whatever nature arising from incorrect, careless or incompetent use or from any use of goods delivered by Streamit BV for other than normal or intended purposes.

20.4 The Customer shall indemnify Streamit BV and its employees against claims from third parties for compensation of direct and indirect loss or damage which are directly or indirectly caused by the use of the goods supplied by Streamit BV, unless the damage or loss results from intent or gross negligence attributable to Streamit BV or its executive staff.

20.5 If, despite the provisions of this article, Streamit BV is liable for any direct damage or loss suffered, the aggregate liability of Streamit BV in all circumstances shall not exceed the amount invoiced for the relevant products and/or services Customer has purchased during the twelve (12)

months immediately preceding Customer's prompt claim of compensation or an amount of ten thousand (10.000) Euro's in the aggregate whichever is less, excluding VAT. The existence of more than one Customer claim, or Customer claims involving more than one Product or Service, shall not enlarge or extend the above specified limits.

Article 21 Dissolution/Termination
21.1 The Customer is deemed to be in default by operation of law and the outstanding amount is immediately due and payable if:
a. the Customer fails to fulfil any obligation of the Agreement in particular the latter's payment obligation, in due time or at all;
b. Streamit BV has good reasons to fear that the Customer will fail to perform and the latter fails to comply with a written notice, which states the aforesaid reasons, demanding that the Customer should declare his, her or its willingness to satisfy the relevant obligations within a reasonable period stated in the demand;
c. the Customer files a petition for his, her or its own bankruptcy, is declared bankrupt, assigns his, her or its estate, applies for court-ordered suspension of payments, or if all or any part of his, her or its assets are attached and this attachment is not lifted within ten days of the date of attachment;
d. the Customer decides to cease or transfer his, her or its business or an important part thereof, including the transfer of his, her or its business to an existing company or one to be formed, or decides to amend the objects of his, her or its business or to dissolve it;
e. the Customer dies, if the Customer is a natural person.
21.2 In the cases referred to in article 20.1, Streamit BV is entitled, without being liable to pay any compensation and without prejudice to its rights, such as rights relating to costs incurred or interest payable and the right to compensation, and without any notice of default or judicial intervention being required:
a. to dissolve/terminate the Agreement wholly or partly by a written notification to that effect addressed to the Customer; and/or;
b. to immediately and fully claim any amount owed by the Customer to Streamit BV.
The retention of title pursuant to Article 11.1 remains in full force.
21.3 If the Agreement is dissolved or terminated in any manner, the provisions that are intended to remain in force even after the dissolution/termination remain fully applicable, but this applies in any case to the provisions relating to secrecy, dissolution/termination, intellectual property, governing law and disputes.

Article 22 Secrecy
Customer and Streamit BV both are bound to full secrecy towards third parties concerning confidential business or other information of a confidential nature provided to each other. Customer shall ensure that this secrecy is respected by their employees and/or sub-contractors and/or affiliates or third parties that are involved in the performance of the agreement or that have actual possession of or access to the Portal and/or software and Services.

Article 23 General
The rights and obligations under an Agreement governed by these General Terms and Conditions are not transferable and are not assignable or subject to the establishment of a security right, unless the other party's prior permission for the foregoing has been obtained.

Article 24 Governing law and Disputes
24.1 All Agreements concluded between the parties and all legal relationships arising therefrom are exclusively governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

24.2 All disputes arising from or in connection with the Agreement governed by these Terms and Conditions or in connection with these General Terms and Conditions themselves and their interpretation or execution, are exclusively settled by the East-Brabant District Court or the competent court in the place of residence of the Customer, at the discretion of Streamit BV, unless otherwise agreed in writing.

24.3 Streamit BV reserves the right to make any amendments or modifications to these General Terms and Conditions at any time. Such amendments and modifications shall have effect: (1) on all offers, confirmations and agreements referring to such amended or modified Terms and Conditions as from the date of such offer, confirmation or agreement, and (2) on any existing agreement thirty (30) days from notification of such amendments or modifications by Streamit BV to Customer, unless Customer has notified Streamit BV in writing within such thirty (30) days period that it objects thereto.

SUPPORT SERVICES

The provisions included in this section 'Support Services' are applicable next to the General provisions in these General Terms and Conditions, if Streamit BV delivers support services.

Article 25 Scope of Services

The scope of Services provided for by Streamit BV are specified in clauses 39-45 of the section Service Specification of these General Terms and Conditions.

Article 26 Subscriptions, Invoicing and Prices

26.1 Periodical subscription fees and set-up charges for the use of Platform or Device Portal(s) will be defined in a separate document signed by both Customer and Streamit BV ("Parties") for each individual Service (hereinafter referred to as the "Support Agreement")

26.2 Invoicing process is defined in Article 45

26.3 If the Customer fails to pay any amount properly due under the Agreement by the due date, Streamit BV, without prejudice to its other rights, may, after giving five days' notice to the Customer, either reduce or suspend performance of the Support Services until payment is made in full. A reconnection fee may apply in addition to any overdue amount. Any dates or periods for performance in the Agreement shall be extended to take account of any period of suspension.

26.4 Any suspension period applied will not exceed four (4) weeks after the date at which payment has become overdue.

26.5 Subject to Article 25.3, if the Customer still has not paid the proper amount after the period of suspension has ended, Streamit BV will be entitled, amongst other remedies, to immediately terminate the Supported Services, including termination of the Agreement without any right to Customer to claim any direct or in-direct damages to Streamit BV as a result of such termination.

26.6 As a result Streamit BV may also refer your account to a debt collection agency for debt recovery purposes and inform a credit reporting

Article 27 Terms of delivery

Any delivery terms are set out in the applicable Service Specification.

Article 28 General Customer's Obligations

In order for Streamit BV to be able to supply the Services to the Customer in a professional and timely manner, and in the case that Devices are working with and/or connected to a Customer Platform, the Customer shall:

a. allow Streamit BV designated personnel access to the Customer Platform through means defined and specified in the Service Specification, and

b. provide necessary equipment, instruments and documentation and, if the Services are performed outside Streamit's premises, provide Streamit's personnel with an unbarred

telephone line(s) and internet connection at such outside premises; and
c. monthly and in accordance with the Documentation, provide Streamit BV with all available information including regular and accurate information regarding any changes and modifications to the Customer Platform carried out by the Customer as well as information regarding any installed third-party hardware or software that may affect the performance of the Customer Platform and Service; and
d. carry out the recommended operation and maintenance of the Customer Platform as set out in the Documentation; and
e. assign a sufficient number of personnel with adequate level of competence and skill in order to carry out the Customer's obligations stipulated in this Agreement. Such personnel shall have participated in training equivalent to Streamit's recommended training path for the respective Service and shall have adequate on-Site experience and follow-up training; and
f. comply with Streamit's instructions concerning
– handling of Software, Hardware and Documentation for the respective Service;
– disposal of defective or replaced Software, Hardware or Documentation; and
g. comply with any specific customer's obligation set out in the Service Specification.

Article 29 Streamit 's general obligations
Streamit BV shall when providing the Services:
a. conduct the Services in a professional manner and in accordance with the terms and conditions included in this Agreement; and
b. assign personnel with expert knowledge of the respective Service provided; and
c. perform all Streamit BV's obligations as included in the applicable Service Specification; and
d. ensure that all its personnel including subcontractor's personnel conform to the Customer's reasonable requirement for access to the System.

Article 30 Exclusions
The Services provided in accordance with the Support Agreement do not include:
a. Hardware or Software other than that explicitly listed in Article 40 of the Service Agreement;
b. Hardware or Software damaged through mishandling, packing or repair by the Customer or a third party, or through attempted modification of the System;
c. any change or modification to the Hardware or Software, other than those included in this Agreement and the Service Specification through updating of the relevant Annexes; and
d. consumables, such as fuses and lamps.
e. The Services shall not include any service feature not explicitly covered by an applicable Service Specification.

Article 31 Term and termination
31.1 The Support Services Agreement shall become effective upon signature hereof by both Parties and remain valid for three years thereafter with automatic renewal for successive one year periods unless terminated by either Party in writing not later than six months prior to the expiration of the current period.
31.2 Either Party may at any time by notice in writing immediately terminate the Support Services Agreement if the other Party shall pass a resolution, or any competent court shall make an order, that the other Party shall be wound up or if a trustee in bankruptcy, liquidator, receiver, or manager on behalf of a creditor shall be appointed and such order/appointment is not revoked within thirty (30) days or if it otherwise is reasonably likely that the other Party is insolvent.
31.3 Either Party may by written notice terminate the Support Services Agreement with immediate effect if the other Party has committed a material breach of this Agreement, and not rectified (if capable of rectification) the same within a time period which shall be reasonable taking into

account previous technical and other relevant conditions after receipt of a written request specifying the breach from the other Party.

31.4 The Subarticles 30.1 and 30.3 shall also apply to Streamit's right to cancel the respective Service separately if the cancellation is relating to one of the Service Specifications duly included in this Agreement.

31.5 At such notice of partial cancellation the affected Service Specification (in whole) shall cease and be excluded from the Support Services Agreement, leaving the remaining Services unaffected by such termination.

31.6 Should due to such cancellations no Service Specification remain in effect this Support Services Agreement shall be considered terminated within six months after the cancellation of the last Service Specification.

31.7 In the event of this Agreement being terminated by either Party pursuant to this Article 30, the amounts payable to Streamit BV (after taking into account amounts previously paid under this Agreement) shall be:

a. the price (as specified in the Support Services Agreement) of the Services completed at the date of termination,

b. the fair value of such Services (on the basis of Agreement prices) as are under execution but not completed on the date of termination, and

c. any other costs and expenses reasonably incurred by Streamit as a result of such termination.

Article 32 Contacts regarding the Services

All written notices required by this Agreement shall be furnished by hand delivery, registered post, telefax or electronic mail to the following addresses:

If to Streamit BV:

——-Johan van der Stoel——————————–

——-johan@streamit.eu——————————

——-Zandven 26,5508 RN Veldhoven (NL)

Article 33 Terms of Use of Streamit BV Portal or Server

The provisions included in this section 'Use of Streamit BV Portal or Server ' are applicable next to the General provisions in these General Terms and Conditions, if Customer uses the Streamit BV Portal or Server.

Article 34 Liability

The limitations of liability and guarantees also apply for resellers, distributors and dealers of Streamit BV who offer Services created an account for the Customer for one of the Portals. This also applies for indemnifications as set out in these terms. Those also apply in favor for those dealers.

Article 35 Rules for usage

35.1 To make the user experience as good as possible, Streamit BV has set out a couple of rules. If the Customer does not adhere to those rules Streamit BV is entitled to block or remove Customer's account. In that case the Customer is not entitled to any damages or compensation. In the next paragraphs these rules are set out. Streamit BV has the right to report violations if these violations also constitute an offence according to Dutch law.

35.2 It is not allowed to use the services or the infrastructure of Streamit BV in a way that it causes damages to third parties and/or it causes partial or complete loss or availability of functionality the portal(s).

35.3 It is not allowed to the Customer to grant itself access to the portals with account credentials of third parties, with forged keys or in a way that the security of Streamit BV, regardless of the adequately thereof, is breached.

354 It is not allowed to spread viruses or any other software with unwanted effects like Trojans, worms or backdoors.

35.5 It is not allowed to use the portals to send unsolicited messages (spamming).

35.6 The account credentials are personal and not transferable by the Customer, accept to an affiliate or contractual party that – on the instructions of the Customer that has an agreement with Streamit BV – exercises the actual power or control over the Portal and/or Server. The Customer is responsible for those credentials. Furthermore the Customer is responsible for choosing a safe password.

35.7 Furthermore is not allowed to use the portals in a way it violates any law or legislation.

35.8 Streamit BV is entitled to delete or adjust the information the Customer puts on the portal.

35.9 Streamit BV is entitled to suspend its services at any given moment. Streamit BV cannot be held liable for any damages or compensation.

Article 36 Indemnification

36.1 The Customer agrees with the fact that Streamit is a mere facilitator. For that reason, the Customer indemnifies and holds Streamit BV harmless for claims of third parties regarding material that the Customer has put on one of the portals of Streamit BV. This indemnification also applies for claims of third parties regarding infringements of intellectual property. The Customer guarantees that the information it puts on one of the portals is not infringing any intellectual property rights of third parties.

36.2 If the Customer applies its stream (audio and/or video) as an "owner" of this stream, it is responsible for payments to intellectual property organizations that represent artists and/or musicians. Moreover the Customer indemnifies Streamit for claims of those organizations regarding those payments.

Article 37 Notice and take down

If, as a result of actions from the Customer Streamit BV's Services do violate and/or breach the rights of third parties, those third parties are entitled to request Streamit BV to promptly undertake certain actions to terminate violation and/or breach, such as for example remove the infringing materials and/or links from a Service or Portal. Customer. Streamit BV shall notify Customer promptly about such request received followed by an immediate action to terminate infringement. Customer shall indemnify Streamit BV against and hold Streamit BV harmless from any damage or costs arising from or in connection with any violation or breach of third parties rights and Customer shall reimburse all costs and expenses incurred by Streamit in defending any claim, demand, suit or proceeding arising from or in connection with such violation or breach.

Article 38 Limited warranty and Liability of Services

38.1 Due to the fact that Streamit BV is facilitating certain Services in connection with the normal and intended use of its Products, it cannot be held responsible nor liable for material and/or links put on a Portal either done by itself and/or any of its users and the damages arising from the use therefrom. Streamit BV does not guarantee that the material and/or links put on a Portal by users or itself is free of errors and/or omissions and/or will not infringe the rights of third parties.

38.2 Streamit BV does not guarantee that the Services including but not limited to a Portal or parts thereof, operate without errors and/or interruptions. The Customer accepts the functionality of a Portal "as is" without any warranty of any kind.

38.3 Streamit BV composed its own content on the Portals with the greatest care, though, it cannot guarantee that the content is correct, accurate and complete. Therefore Streamit BV cannot be held liable.

38.4 Furthermore Streamit BV is not responsible for the content of the websites to where the Portals link to.

Article 39 Service Levels

On the service of Streamit BV by giving access to its Portal or Server, some Service Levels do apply. These Service Levels are set out in the clauses of Article 44.

SERVICE SPECIFICATIONS

Article 40 Hardware and Software covered by the Services

40.1 Services are offered for those of Streamit's hardware Devices listed on it's website www.streamit.eu, such as but not limited to Lisa series of in-store audio players.

40.2 Services are offered for those of Streamit's software Platforms listed on it's website www.streamit.eu, such as but not limited to Claudio.

40.3 Regarding Devices and/or Platforms that are listed at Streamit BV's website www.streamit.eu under the End-of-Life category, Services are offered but with certain additional restrictions as are listed at the same website.

Article 41 General for-free support

41.1 The general for-free support covers the following services:
- Guidance on the configuration and use of Streamit BV devices
- Answers on "how-to" questions on the use of Streamit BV devices
- Analysis of log files of Streamit BV devices when used in combination with one of Streamit's platforms.

41.2 When reference is made to Devices, these Devices are required to run the most recent version of the software that is made available by Streamit BV for the Device.

Article 42 Paid support

42.1 The Paid support covers the following services:
- All technical documentation required to make the customer's platform work with Streamit BV Devices
- Clarification on technical documentation
- Analysis of Streamit BV Device logs coming from the Customer Platform
- Notification and documentation of changes in the software of Streamit BV Devices that are relevant to a Customer Platform.

42.2 When reference is made to Devices, these Devices are required to run the most recent version of the software that is made available by Streamit BV for the Device.

Article 43 Not supported

The following activities are not supported:
- Testing/writing end user software
- Teaching programming in general, or how to use programming applications or compilers
- High-level design review and best practices
- Assistance with software development
- Testing software in the Customer's digital environment
- Application code review

Article 44 Requirements on the customer

In order for Streamit BV to be able to supply the Services to the Customer in a professional and timely manner, the Customer shall:

Appoint one designated contact and one delegate

Upgrade to the latest version of the Streamit BV software when relevant bugs have been fixed or new changes to the Streamit BV software are required

Make complete, coherent and fit-for-purpose support requests

a. Mention type and version of Streamit BV device, software version it runs and its serial number (e.g. Lisa LCD – Ultimate, v1.04, ABCD1)

b. Describe the issue and its symptoms

c. Describe how the issue can be reproduced with the customer's platform

d. Include relevant logging

Provide logging from Streamit devices that conforms to Streamit's minimum log format requirements

a. All messages that Streamit devices send, are logged

b. Each log message is shown on a separate line in the log file

c. Log message fields are separated with an appropriate separator (e.g., comma or tab)

d. Log message lines are human readable

Give Streamit BV staff sufficient access to the Customer Platform to reproduce a reported issue, if necessary with actual Streamit hardware

Attend the one day training program for developers

Article 45 Service Levels

44.1 Streamit BV will provide general support under the following conditions.

Support calls will be logged via the Streamit's support website.

Incidents that are reported by the Customer are handled during business hours in The Netherlands.

The Customer shall, acting in good faith using good commercial business sense, categorise each Incident as P1, P2, and P3 (each such priority level as more particularly detailed in the table below).

	Type of Issue
P1 – Critical Impact	Service issue impacting 10% or more of end users
P2 – Medium Impact	Service issue impacting less than 10% of end users
P3 – Low Impact	Service issue not impacting end users

45.2 The Customer shall, when categorizing an Incident as P1, also notify Streamit BV by telephone.

45.3 Streamit BV shall respond to Incidents within the target response time listed in the table below and resolve the Incidents within the target resolution time listed in the table below.

	Target Response Time	Target Resolution Time
P1	30 mins	8 Business Hours
P2	4 Business Hours	16 Business Hours
P3	1 Business Day	commercially reasonable effort

45.4 If Streamit BV at any time has reason to believe that the target resolution time referred to in Subarticle 44.3 will not be met, Streamit will act according to Article 15.

45.5 If for any Incident the Customer's business needs are not sufficiently met because the target response time or the target resolution time are not met, the Customer can bring this to the attention of the contact person set out in Article 31.

Article 46 Subscription based Services

46.1 Except for Disabled Devices and /or unless otherwise agreed upon in writing, the use of Platforms and Portals require a recurring payment for each of Customer's Active- and Inactive Devices registered at such Platform or Portal ("Subscription Fee")

46.2 The Subscription Fee is a monthly pre-paid fee per device to cover the use of the respective Service for an entire calendar year and it's twelve (12) months aggregate amount will be invoiced in the first month of that same calendar year calculated with the number of Active- and Inactive Devices registered under Customer's account at the first day of the then current calendar year.

46.3 If during a calendar year an Active- or Inactive Device is disabled from the Service such that it becomes a Disabled Device, the Subscription Fee paid for that Device will not be reimbursed but instead will cover the Service for a single future new Device for the remaining months of the running calendar year ("Dormant License")

46.4 Activating a newly purchased Device and/or re-activating a Disabled Device for the Service in a certain month during a running calendar year will trigger an invoice for a Subscription Fee only if the number of remaining Dormant Licenses is zero and such invoice will cover the amount of Subscription Fees starting the 1st day of the following month till the last day of the current calendar year.