

GENERAL TERMS AND CONDITIONS OF:

M-Cube NL Digital Engagement BV
Willem Fenengastraat 21
1096 BL AMSTERDAM
Hereinafter referred to as: M-Cube NL

Article 1. Definitions:

In these General Terms and Conditions, the following definitions apply:

M-Cube NL: the user of these General Terms and Conditions

Client: a contracting party / buyer / lessee / customer / subscriber acting in the course of a business or profession

Article 2. Applicability of these conditions

- 2.1. These terms and conditions apply to every offer and every agreement between M-Cube NL and the Client, unless explicitly agreed otherwise in writing.
- 2.2. Every assignment to M-Cube NL is expressly deemed to include acknowledgment and full acceptance of these delivery and payment terms.
- 2.2. These terms also apply to all agreements with M-Cube NL for the execution of which third parties must be engaged.

Article 3. Quotations

- 3.1. Quotations from M-Cube NL are without obligation and expire no later than 30 days after the date of the quotation.
- 3.2. Contrary to the provisions of Article 6:225 paragraph 2 of the Dutch Civil Code, M-Cube NL is not bound by deviations in the acceptance by the prospective customer from the quotation of M-Cube NL.
- 3.3. Delivery times and other periods stated in quotations of M-Cube NL for performances to be carried out by M-Cube NL are approximate and for information only; exceeding them does not entitle the prospective customer to compensation or termination.
- 3.4. Prices stated by M-Cube NL are, unless otherwise indicated, based on execution during normal working hours and exclude setup, transport, delivery and installation costs, VAT, disposal contributions and other government levies, and are based on the quantities stated by M-Cube NL. Price quotations in our quotations are based on circumstances at the time of preparation of the quotation. M-Cube NL is entitled, in the period between the offer and the conclusion of the agreement, to adjust prices to increases in factory prices and/or other price-increasing circumstances.
- 3.5. In the case of a composite quotation, there is no obligation for us to deliver a part of the goods included in the offer at a corresponding part of the stated price, nor does our offer automatically apply to repeat orders.
- 3.6. M-Cube NL is only bound by its quotation if its acceptance by the prospective customer is confirmed in writing within 30 days by means of signing by an authorized representative of the prospective customer.
- 3.7. Data in brochures, images, drawings, presentations, demos, etc. do not bind us unless expressly confirmed otherwise in writing.
- 3.8. For designs, presentations, demos, models, mock-ups, drawings, etc. produced in the context of a quotation or its preparation, regardless of the form in which they are made available, the provisions of Article 20 of these General Terms and Conditions apply.

Article 4. Rental

- 4.1. The rental period commences on the day the object is put into use. Rented equipment must be returned to M-Cube NL no later than one working day after the last rental day, in good, undamaged, working condition, by registered delivery at the expense of the customer, unless otherwise agreed in writing with M-Cube NL.
- 4.2. In the event of late return by the customer as referred to in 4.1, the customer shall be in default without any notice of default being required and shall, without prejudice to its other obligations, owe M-Cube NL compensation equal to the rental price for the period from the end of the rental until the day the equipment is returned, increased by 50%. The customer cannot derive any rights from the late return. In the event of return whereby the object is not or not entirely in good, undamaged, working condition, M-Cube NL has the right to charge the repair costs to the customer.
- 4.3. The rental object shall only be used at the installation address as stated in the rental agreement. Relocation of the rental object may only take place after prior written consent from M-Cube NL.
- 4.4. The customer shall use the object professionally for the purpose for which it is intended and designed.
- 4.5. The customer shall obtain all permits, approvals and consents required for the use of the object and shall not perform, permit or omit any acts as a result of which possession or use of the object would be contrary to the law or any legally binding regulation or agreement with third parties.
- 4.6. The rental object is and remains the property of M-Cube NL and may be removed by M-Cube NL upon termination of the rental period.
- 4.7. The customer shall grant M-Cube NL or its authorized representative full and free access to the rental object whenever M-Cube NL deems this necessary.
- 4.8. The customer shall ensure that ownership of the rental object remains free and unencumbered.
- 4.9. The customer shall insure the object against risks of damage resulting from external causes, explosion, fire and theft. The customer shall also insure against all risks of legal liability arising from the use of the object.

Article 5. Delivery/Completion

- 5.1. The customer is obliged to take delivery of the rented/purchased goods at the moment they are delivered to him or at the moment they are made available to him in accordance with the agreement.
- 5.2. If the buyer refuses to accept the goods or is negligent in providing information or instructions necessary for delivery and/or installation, the goods shall be stored at the buyer's risk. In that case, the buyer shall owe all additional costs, including in any case storage costs.
- 5.3. M-Cube NL is permitted to deliver in parts. If delivery is made in parts, M-Cube NL is entitled to invoice each part separately.
- 5.4. The customer undertakes to use the goods obtained from M-Cube NL for the services provided by M-Cube NL exclusively for those services.

Article 6. Delivery time

- 6.1. Delivery times stated by M-Cube NL are always approximate and are never strict deadlines.
- 6.2. In the event of late delivery, the customer must therefore give M-Cube NL written notice of default and grant M-Cube NL a reasonable period to still fulfill its obligations.
- 6.3. In the event of exceeding the delivery time, the customer is not entitled to terminate the agreement or consider it terminated. Nor is the customer entitled to suspend its payment obligation. Exceeding the delivery time can never, even after notice of default, give rise to compensation, unless this has been stipulated in a written agreement.
- 6.4. The delivery time stated by M-Cube NL only commences after all necessary data is in its possession and all agreements to be signed for this purpose have been signed by the customer and provided in original to M-Cube NL.

Article 7. Technical requirements

- 7.1. All technical requirements that the customer imposes on the goods to be delivered must be expressly stated by the customer when concluding the rental or purchase agreement.
- 7.2. If goods to be delivered in the Netherlands are used outside the Netherlands, M-Cube NL is not responsible for the requirements necessary to comply with the technical requirements, standards and/or regulations imposed by the laws or provisions of the country where the goods are to be used. This does not apply if the use abroad has been reported when concluding the agreement with submission of all necessary data and specifications.
- 7.3. The customer undertakes at its own expense to meet and continue to meet the conditions set by M-Cube NL for the technical environment required for the proper functioning of what is delivered by M-Cube NL. Conditions are made available by M-Cube NL and can be requested by the customer from M-Cube NL at any time. M-Cube NL accepts no liability for the non-functioning or incomplete functioning of the products, or for failure to deliver products on time, as a result of not meeting these conditions. M-Cube NL has the right to pass on any (additional) costs resulting from not meeting the conditions to the customer.
- 7.4. If a model, sample or example has been shown or provided by M-Cube NL, this is presumed to have been shown or provided by way of indication only: the qualities of the goods to be delivered may deviate from the sample, model or example, unless it was expressly stated that delivery would be in accordance with the sample, model or example shown or provided.
- 7.5. The customer undertakes to timely report any change or adjustment to the technical environment to M-Cube NL. Any costs resulting from such change or adjustment are for the account of the customer.
- 7.6. Costs resulting from changes or adjustments implemented by (tele)communication companies or Internet Service Providers on which M-Cube NL and/or the customer depend for the proper functioning of what is delivered by M-Cube NL are for the account of the customer.
- 7.7. The customer is under all circumstances responsible for compliance with applicable laws and regulations that are directly or indirectly related to what is delivered by M-Cube NL.

Article 8. Duration of subscriptions and rental agreements

- 8.1. The initial term of a subscription or rental agreement is recorded in an agreement. After the expiry of the initial term, the subscription is automatically extended by one year, unless one of the parties terminates the agreement in writing by registered letter no later than three months before the end of the current subscription period.
- 8.2. The start date shall be the day the equipment or service delivered by M-Cube NL is put into use.

Article 9. Termination of an agreement

- 9.1. In an agreement between M-Cube NL and the customer, each of the parties is entitled to terminate the agreement with immediate effect and without judicial intervention by written notice, without the terminating party being obliged to pay compensation, if:
 - The other party fails to fulfill any obligation under this Agreement, fails to do so on time or properly, and fails to remedy such failure after written notice of default, in which the other party is granted a reasonable period for compliance, provided that notice of default is not required when the other party is permanently unable to perform.
 - Bankruptcy or suspension of payments is requested with regard to the other party or is indicated by the other party itself. As soon as an application is made or a self-declaration is considered, the customer must immediately inform M-Cube NL.
 - (A substantial part of) the assets of the other party are seized, thereby largely preventing full performance of obligations by the other party;
 - The other party remains in default after proper notice of default with regard to full performance of its obligations as stated in this Agreement;
 - The other party is permanently no longer able to fulfill the Agreement.

- 9.2. In addition to the provisions under 9.1, an agreement between M-Cube NL and a customer may be terminated immediately in the following cases: - if after the conclusion of the agreement circumstances come to the knowledge of M-Cube NL that give M-Cube NL good reason to fear that the customer will not fulfill its obligations; - if M-Cube NL has requested the customer at the conclusion of the agreement to provide security for compliance and this security is not provided or is insufficient despite a demand. In such cases, M-Cube NL is entitled to suspend further execution of the agreement or to proceed to termination of the agreement, without prejudice to the right of M-Cube NL to claim compensation.
- 9.3. If circumstances arise with regard to persons, materials, services, licenses, suppliers which M-Cube NL uses or usually uses in the execution of the agreement, which are of such a nature that the execution of the agreement becomes impossible or so difficult and/or disproportionately costly that compliance with the agreement can no longer reasonably be required, M-Cube NL is entitled to terminate the agreement.

Article 10. Warranty

- 10.1. If M-Cube NL expressly and in writing grants a warranty to the customer, that warranty applies for the specified duration and in no case extends beyond making available a comparable product or repairing the defective product, while M-Cube NL is never liable for any other damage suffered by the customer in this regard.
- 10.2. If the warranty concerns a product manufactured by a third party, the warranty is limited to the warranty provided by that manufacturer for that product.

Article 11. Retention of title

- 11.1. All products delivered by M-Cube NL (including produced works) remain the property of M-Cube NL until the customer has fulfilled all obligations arising from all agreements concluded with M-Cube NL, subject to Article 20 of these General Terms and Conditions.
- 11.2. Goods delivered by M-Cube NL that fall under the retention of title pursuant to paragraph 1 may only be resold in the context of normal business operations and may never be used as a means of payment.
- 11.3. The buyer is not authorized to pledge or otherwise encumber the goods subject to retention of title.
- 11.4. The customer gives unconditional and irrevocable consent to M-Cube NL or a third party designated by it to, in all cases where M-Cube NL wishes to exercise its property rights, enter all locations where the property of M-Cube NL is located and to take those goods.
- 11.5. If third parties seize goods delivered under retention of title or wish to establish or assert rights thereto, the customer is obliged to inform M-Cube NL as soon as reasonably expected.
- 11.6. The customer undertakes to insure and keep insured the goods delivered under retention of title against fire, explosion and water damage as well as theft and to present the insurance policy for inspection upon first request.

Article 12. Defects; complaint periods

- 12.1. The customer accepts the object in the condition and at the location where it is at the time of first use. The customer must inspect (or have inspected) the purchased/rented goods upon first use. The customer must verify whether the delivered goods comply with the agreement, namely: - whether the correct goods have been delivered; - whether the delivered goods correspond in quantity (for example amount and number) with what has been agreed; - whether the delivered goods meet the agreed quality requirements or, if these are lacking, the requirements that may be set for normal use and/or commercial purposes.
- 12.2. If visible defects or shortages are identified, the buyer must report these to M-Cube NL in writing within 3 days after delivery.
- 12.3. Non-visible defects must be reported by the buyer to M-Cube NL in writing within 3 days after discovery, but no later than within 3 months after delivery.
- 12.4. Any defects in the equipment delivered by M-Cube NL to the customer must be reported directly to M-Cube NL. If a defect occurs in this equipment, the defect will be remedied in accordance with the written service agreements made for this purpose. This does not apply in cases where defects in or to the equipment are the result of improper use and/or vandalism and/or incorrect initial installation of the equipment by the customer. In those cases, repair costs and/or replacement costs will be charged.

- 12.5. If the customer does not make any complaint whatsoever regarding the equipment or service not functioning or not functioning properly, no refund or reduction in the price can be granted.
- 12.6. The customer shall provide M-Cube NL with all cooperation in order to remedy the equipment or service not functioning or not functioning properly. If the customer does not provide this cooperation, or does not give permission to remedy it, all obligations of M-Cube NL with regard to the proper functioning of the equipment or service shall lapse and the customer shall not be entitled to any refund or reduction of the price.
- 12.7. Even if the other party makes a complaint in time, its obligation to pay and take delivery remains in force.
- 12.8. Goods may only be returned to M-Cube NL with prior written permission.

Article 13. Price changes

- 13.1. If M-Cube NL agrees on a certain price with the customer, M-Cube NL is nevertheless entitled to increase the price if M-Cube NL can demonstrate that significant price changes have occurred between the time of the offer and delivery with regard to raw materials, currencies and/or wages or other unforeseen circumstances. If the price increase exceeds 10%, the buyer has the right to terminate the agreement.
- 13.2. M-Cube NL has the right to increase the agreed subscription prices and the prices of goods and services directly or indirectly linked thereto, effective from the first day of each calendar year following the commencement of the subscription, in accordance with the consumer price index published by CBS.
- 13.3. M-Cube NL has the right to increase the subscription prices agreed with the customer, effective from the first day of each calendar year following the commencement of the subscription, in accordance with increases in the rates of the relevant music and/or video rights organizations.

Article 14. Invoicing and Payment

- 14.1. Invoicing of subscription and rental terms takes place 14 days prior to each subscription or rental term. Invoicing of amounts other than subscription and rental terms takes place upon delivery. M-Cube NL is entitled to require an advance payment from the customer.
- 14.2. Billing will be carried out by post or by email. If the customer wishes to receive an invoice by regular mail, €2,50 per invoice will be charged.
- 14.3. The customer grants M-Cube NL a continuous authorization to collect outstanding invoices by direct debit. If this authorization is not provided, M-Cube NL has the right to charge the customer for the costs of collecting the invoice amount.
- 14.4. Payment must be made within 14 days after the invoice date, in a manner specified by M-Cube NL, to a bank account designated by M-Cube NL, and in the currency in which the invoice was issued. After 14 days from the invoice date, the customer will be in default by operation of law; from that moment, the customer will owe interest of 1% per month on the payable amount, unless the statutory interest rate is higher, in which case the statutory interest rate will apply.
- 14.5. In the event of liquidation, bankruptcy or suspension of payment of the buyer, the claims of M-Cube NL and the obligations of the customer (including all remaining subscription and rental terms) towards M-Cube NL shall become immediately due and payable.
- 14.6. Payment must be made without discount or set-off.
- 14.7. Payments made by the customer shall always serve first to settle all interest and costs due, and secondly to settle payable invoices that have been outstanding the longest, even if the customer states that the payment relates to a later invoice.
- 14.8. Any bank charges related to payments or partial payments shall be borne by the customer.

Article 15. Collection costs

- 15.1. If the customer fails or is in default in fulfilling one or more of its obligations, all judicial and extrajudicial costs incurred in obtaining payment shall be borne by the customer, with a minimum of €75.
- 15.2. If M-Cube NL demonstrates that it has also incurred other costs that were reasonably necessary, these shall also be eligible for reimbursement.

Artikel 16. Liability M-Cube NL is only liable towards the customer in the following manner:

- 16.1. For damage resulting from defects in delivered goods, only the liability as regulated in Article 10 (Warranty) of these conditions shall apply.
- 16.2. M-Cube NL is only liable if the damage has been caused by intent or gross negligence on the part of M-Cube NL or its employees.
- 16.3. The liability of M-Cube NL is limited to the amount of the payment to be made by M-Cube NL's insurer in the relevant case.
- 16.4. If the insurance in any case offers no coverage or does not proceed to payment, and M-Cube NL is liable, the liability of M-Cube NL is limited to the invoice value of the transaction, or at least that part of the transaction to which the liability relates.
General Terms and Conditions of M-Cube NL.

Artikel 17. Music and video rights with regard to the customer's use of the music and video programs, the following applies:

- 17.1. Music rights Instore Radio
 - a. The customer shall use the music files exclusively for playing background music in shops, department stores, catering establishments, factories, studios, offices and similar spaces used in the context of its business and shall refrain from any other form of use of the music files.
 - b. The customer guarantees that it has entered into or will enter into an agreement with both BUMA and the SENA Foundation with regard to the playing of background music.
 - c. The customer guarantees that it will not sell, further distribute, make available to others or reproduce in whole or in part the music files.
 - d. The customer shall owe Stemra an immediately payable and non-reducible penalty of €2500 for each day or each instance that it acts in violation of the provisions under paragraphs 1 through 3 of this article.
- 17.2. Music rights Marketing on Hold / Music on Hold
 - a. The customer shall use the music files exclusively for playing background music during telephone hold through a telephone line used in the context of its business. The customer shall refrain from any other form of use of the music files.
 - b. The customer guarantees that it has entered into or will enter into an agreement with both the BUMA Association and the SENA Foundation with regard to the playing of background music during telephone hold through a telephone line.
 - c. The customer guarantees that it will not sell, further distribute, make available to others or reproduce in whole or in part the music files.
 - d. The customer shall owe Stemra an immediately payable and non-reducible penalty of €2250,00 per music file for each day or each instance that it acts in violation of the provisions under paragraphs 1 through 3 of this article.

17.3. Video rights

- a. The customer shall use the video clip files and the video clips recorded therein exclusively for display in shops, department stores, catering establishments, factories, studios, offices and similar spaces used in the context of its business and shall refrain from any other form of use of the video clip file and the video clips recorded therein.
- b. The customer is not permitted, with the aid of the video clip file and/or the video clips recorded therein of a certain artist or group, to display or have displayed video clips with more than average frequency. Special evenings (or other parts of the day) or parts thereof dedicated to a certain artist or group are not permitted. The equipment may not be used as a jukebox by the customer or third parties.
- c. The customer guarantees that it has entered into or will enter into an agreement with VIDEMA, BUMA and SENA with regard to the playing and display of the video clips and the music contained therein.
- d. The customer guarantees that it will not sell, further distribute, make available to others or reproduce in whole or in part the video clip files and/or the video clips recorded therein. 5. The customer shall owe NVPI an immediately payable and non-reducible penalty of €2500 per video clip file or video clip, respectively, for each day or each instance that it acts in violation of the provisions under paragraphs 1 through 4 of this article.

Article 18. Force majeure

- 18.1. A failure by M-Cube NL to perform an agreement cannot be attributed to M-Cube NL if there are circumstances that prevent the fulfillment of the obligations pursuant to the agreement and which cannot be attributed to M-Cube NL by law or according to generally accepted standards ("force majeure"). Force majeure shall in any case include (but is not limited to): power failures, failures in the telephone or internet connection, failures in the network or failures in the network of third parties or prevention or refusal of performance by suppliers and installers on whom M-Cube NL depends for the execution of its work.
- 18.2. During the period of force majeure, the obligations of M-Cube NL towards the customer shall be suspended.
- 18.3. If, at the onset of the force majeure, M-Cube NL has already partially fulfilled its obligations, or can only partially fulfill its obligations, it is entitled to invoice the part already delivered or the deliverable part separately and the customer is obliged to pay this invoice as if it concerned a separate contract. This does not apply, however, if the part already delivered or deliverable has no independent value.

Artikel 19. Intellectual property and rights of use of produced works

- 19.1. All works produced by M-Cube NL in the context of the collaboration and/or agreement with the customer, including presentations, demos, models, mock-ups, drawings, etc., remain the intellectual property of M-Cube NL. M-Cube NL shall not make works produced exclusively for the customer available to a third party. By payment by the customer to M-Cube NL for the produced works, the customer also acquires the non-transferable right to use the works produced by M-Cube NL during the term of the collaboration/agreement between M-Cube NL and the customer in accordance with the arrangements made for this purpose between M-Cube NL and the customer. Any other use is not permitted without the express written consent of M-Cube NL.

Article 20. Outsourcing and transfer

- 20.1. M-Cube NL is entitled to outsource the work arising from an agreement with the customer to third parties designated by it, in order to keep the services optimal. Outsourcing of (parts of) the work shall not, however, affect M-Cube NL's own obligations under the agreement.
- 20.2. M-Cube NL has the right to transfer all claims, powers and rights arising from any agreement concluded with a customer, as well as all objects rented by M-Cube NL to the customer, to third parties. By signing the agreement with M-Cube NL, the customer declares that it acknowledges such a transfer and that it assigns all claims, powers and rights to this third party, which the third party may exercise against the customer. In the event of a transfer as described in this article, M-Cube NL shall notify the customer thereof in writing.

Article 21. Applicable law and dispute resolution

- 21.1. The legal relationship between M-Cube NL and the customer shall be governed exclusively by Dutch law. The Vienna Sales Convention is expressly excluded. Disputes that cannot be resolved by mutual consultation may only be submitted to the competent court in Amsterdam.

Article 22. Amendment and place of deposit of the conditions

- 22.1. These conditions have been filed at the office of the Chamber of Commerce in Amsterdam. The version that always applies is the most recently filed version or the version that applied at the time the present transaction was concluded. The invalidity of any clause of these General Terms and Conditions shall in no way imply the invalidity of the entirety of these conditions.

Additional Terms Easyscreen

Use of Easyscreen

Easyscreen (trade name of M-Cube NL Digital Engagement BV) is not responsible for the content displayed through the Easyscreen software and player. Easyscreen cannot guarantee the accuracy, completeness or usefulness of the content or accept any responsibility for it.

By using the Easyscreen player, the Customer agrees to be solely responsible for the content displayed by the Easyscreen software and player and agrees to indemnify Easyscreen with regard to any claim based on the displayed content. Under no circumstances shall Easyscreen be liable to any party for direct and/or indirect damage resulting from the content displayed by means of the Easyscreen player, including, without limitation, loss of profit, business interruption, loss of data. Upon obtaining a product or service from Easyscreen, that product or service is provided "as is" without any warranty, express or implied, and use of that product or service is entirely at your own risk. By using the Easyscreen player and software, the Customer agrees to the General Terms and Conditions of M-Cube NL Digital Engagement BV.

User License Easyscreen

Easyscreen grants the Customer a non-exclusive and non-transferable right to use the services offered within the framework of the subscription for the duration of the agreement, subject to the conditions and limitations of these General Terms and Conditions. The Customer accepts this right of use. The Customer may only use the Services for normal business activities within its own company, but such use may not be in such a manner that it leads to any form of exploitation of these services – whether for commercial purposes or otherwise – by the customer or a third party. The Customer is not permitted in any way to publish, copy or otherwise copy or modify the software and/or services, except insofar as necessary for the use of the Services themselves or if prior explicit written permission has been granted by Easyscreen™. The Customer declares and guarantees to Easyscreen that it will not use the software and/or Services for any purpose that is unlawful, immoral or prohibited by these terms, provisions and notices.

Intellectual property rights

Unless otherwise agreed in writing, all intellectual property rights relating to Easyscreen or the services provided by Easyscreen shall at all times remain vested in Easyscreen, its suppliers or any other party designated for that purpose by Easyscreen.

The Customer is hereby expressly prohibited, in the absence of written permission from Easyscreen, from publishing, distributing, duplicating or otherwise exploiting the software or services, all this in the broadest sense. Under no circumstances can Easyscreen be held liable for any infringement of any intellectual or industrial property right other than those referred to in this article.