

General Terms and Conditions of Key Codes B.V.

1. Definitions

- 1.1 Unless expressly indicated otherwise, the following terms shall be defined as follows:
 - a. KC: The private limited company Key Codes, having its registered office and principal place of business at Ouverturestraat 12, 7534 CR Enschede, the Netherlands
 - b. Buyer: the party with whom KC is dealing
 - c. The Parties: The Buyer and KC
 - d. LoadCode: all software, databases, equipment and/or other materials relating to a computer programme to be made available by KC to the Buyer, which programme calculates the best possible load plan for a given cargo aircraft, flight and load.

2. Applicability

- 2.1 These General Terms and Conditions apply to all tenders, offers and agreements issued by KC and all further agreements, legal acts and/or actual work arising from them. These General Terms and Conditions shall also apply if the Buyer has not yet confirmed an assignment. Deviations from and additions to these General Terms and Conditions are valid, subject to the explicit, written agreement by the Parties.
- 2.2 Purchase conditions or other (general) conditions of the Buyer shall not apply, nor in conjunction with these General Terms and Conditions.
- 2.3 If any of the provisions in these General Terms and Conditions are null and void or declared void, the other provisions of these General Terms and Conditions shall continue to apply in full.

3. Quotations and offers

- 3.1 All quotations, offers and other expressions by KC are without obligation, unless explicitly indicated otherwise by KC, in writing. The Buyer guarantees the correctness and completeness of the requirements and specifications for the performance submitted to KC by or on behalf of the Buyer, and/or of any other information on which KC bases its quotation.
- 3.2 If the acceptance of an agreement by the Buyer deviates from the offer issued by KC in a quotation, KC shall not be bound by this, unless explicitly stated otherwise by KC.
- 3.3 The quotations and offers, as well as agreements arising from these, are sent by KC to the Buyer by post or fax.

4 Prices and payments

- 4.1 All prices and fees stated in cost estimates, quotations, offers and agreements are exclusive of turnover tax (VAT) and other levies and taxes imposed by the government.
- 4.2 In the event of a periodic payment obligation of the Buyer, KC shall be entitled to adjust the applicable prices and rates at least three months in advance, within reasonable margins, in writing.
If the Buyer does not accept such an adjustment, the Buyer is entitled to terminate the agreement within thirty days after having been notified, as from the date the adjustment would take effect.
- 4.3 The Parties shall lay down in the agreement the date or dates on which KC invoices the Buyer for the agreed performances. Invoices must be paid by the Buyer in accordance with the payment terms stated on the invoice. The Buyer shall effect payment within 30 days of the invoice date, unless a specific arrangement stipulates otherwise. The Buyer is not entitled to set off or suspend payment.

4.4 If the Buyer fails to pay the outstanding amounts in time, the Buyer, without a demand or notice of default being required, shall owe statutory interest plus 2% on the outstanding amount, per month. If after a demand or notice of default the Buyer continues to fail to pay the amount owed, the claim can be forwarded to third parties, in which case the Buyer shall be obliged to pay all actual judicial and extrajudicial costs, subject to a minimum of EUR 300, in addition to the total sum owed plus interest.

5 Confidential information and privacy

5.1 Each of the Parties guarantees that all information received from the other Party, of which it is or should be known that it is confidential, shall remain secret, unless a legal obligation orders the disclosure thereof and insofar the Parties have agreed on a further non-disclosure agreement. The obligation of the Buyer to observe secrecy shall in any case include the entire contents of the LoadCode. The party receiving confidential information shall use this for the sole purpose for which it was provided. Information shall in any case be deemed as private and confidential if designated as such by either party.

6. Risk

6.1 The risk of loss of, theft of or damage to goods, products, software or information subject to this agreement shall pass to the Buyer from the moment they are in the actual possession of the Buyer or a servant or agent of the Buyer.

7. Intellectual or industrial property rights

7.1 All intellectual and industrial property rights to the LoadCode, including analyses, designs, documentation, reports, offers as well as preparatory material are exclusively vested in KC, its licensors or its suppliers. The Buyer only obtains the rights of use explicitly granted under these conditions and the law. Any other or further right of the Buyer to multiply LoadCode is excluded. The right of the Buyer to use LoadCode is non-exclusive and non-transferable to third parties.

7.2 If, contrary to article 7.1, KC is prepared to oblige to the transfer of an intellectual or industrial property right to LoadCode, such obligation shall be subject to a written and explicit agreement, at all times. If the Parties explicitly agree in writing that intellectual or industrial property rights with regard to modifications to LoadCode explicitly developed for the Buyer shall transfer to the Buyer, KC shall receive an exclusive, worldwide and royalty-free user licence, for an indefinite period of time, for the use and exploitation of parts, general principles, ideas, designs, documentation, works, programme languages and suchlike that form the basis of that modification, without any limitation for other purposes and clients, either for itself or third parties. Nor does a transfer of intellectual or industrial property rights affect the right of KC to initiate developments in LoadCode, either for itself or third parties, which developments are similar to those that are or have been carried out for the Buyer.

7.3 The Buyer is not allowed to change or remove any notice pertaining to the confidential character of LoadCode and/or pertaining to the copyrights, brands, trade names or other intellectual or industrial property rights of LoadCode.

7.4 KC is entitled to take technical measures to protect LoadCode or, with a view to agreed restrictions regarding the duration of the right, the use of LoadCode. The Buyer is not permitted to remove or avoid such a technical measure.

7.5 If the Buyer detects faults in LoadCode which faults require remedy with a view to the intended use of LoadCode, the Buyer shall immediately inform KC

thereof, in writing. Whenever these General Terms and Conditions refer to 'faults', they are taken to mean the substantial failure to comply with the functional or technical specifications made known by KC in writing and, in the case of customised software, with the functional or technical specifications explicitly agreed on between the Parties, in writing. A fault is only deemed to be present if it can be demonstrated by the Buyer and reproduced. KC is obliged to remedy faults within the shortest possible term.

- 7.6 KC indemnifies the Buyer against legal claims brought by a third party based on the allegation that LoadCode infringes prevailing intellectual or industrial property rights of third parties, on the condition that the Buyer shall forthwith notify KC in writing of the existence and content of the legal claim and that it entirely leaves KC to deal with the case, including the effectuation of possible settlements. To that end, the Buyer shall provide KC with the necessary authorisations, information and assistance in order to defend itself against those legal claims, in the name of the Buyer, if so required. This obligation to indemnify no longer applies if the alleged infringement relates to changes made in LoadCode by the Buyer or by third parties acting on the instruction of the Buyer. If it has been irrevocably established at law that LoadCode infringes any third-party intellectual or industrial property right or if, in the opinion of KC, there is a substantial risk of such infringement occurring, KC, if possible, shall ensure that the Buyer can continue to use LoadCode without disturbance, for instance by adjusting the infringing elements or by acquiring a right of use for the benefit of the Buyer. If KC in its sole opinion is unable to ensure that the Buyer can continue the undisturbed use or if it is unable to do so other than in a manner that is (financially unreasonable or) unreasonably onerous to him, KC shall take back the right of use of LoadCode by the Buyer at a crediting of the purchase costs minus a reasonable payment for use. KC shall first consult the Buyer before making a choice in this matter. Any other or further liability or obligation to indemnify on behalf of KC due to the infringement of third-party intellectual or industrial property rights is fully excluded.
- 7.7 The Buyer guarantees KC that no third-party rights are incompatible with the Buyer making available to KC equipment, software, databases or other materials, including design materials, for the purpose of using, modifying, installing or incorporating (e.g. in a website). The Buyer shall indemnify KC against any act that is based on the allegation that such availability, use, modification, installation or incorporation infringes any third-party right.

8. Cooperation by Buyer; telecommunications

- 8.1 The Buyer shall at all times promptly provide KC with any useful and necessary data or information and render full assistance for the proper performance of this agreement, including granting access to its buildings, unless the Parties have agreed an alternative, written arrangement. If the Buyer within the framework of providing assistance to the performance of this agreement deploys its own staff, they shall have the necessary knowledge, experience, capacity and quality.
- 8.2 The Buyer bears the risk of the selection, use and application of LoadCode in its organisation and of the services to be provided by KC, and shall furthermore be responsible for the monitoring and security procedures and proper system management.
- 8.3 If the Buyer makes software, materials, data bases or information available to KC, they shall meet the specifications set by KC. The Buyer shall have been informed of these specifications by KC in advance.
- 8.4 If the Buyer fails to provide KC with the information, equipment, software or staff required for the performance of this agreement, or fails to do so in time or in accordance with the arrangements, or if the Buyer otherwise fails to fulfil its obligations arising from the agreement between the

- Parties and/or these General Terms and Conditions, KC shall be entitled to fully or partially suspend the performance of this agreement and to charge the resulting costs in accordance with its usual rates, all this without prejudice to the right of KC to exercise any other statutory right.
- 8.5 In the event of staff members of KC carrying out work onsite at the Buyer, the Buyer shall organise the facilities reasonably required by these staff members, such as a work area with computer and telecommunications facilities, free of charge. The work areas and facilities shall meet all current (statutory) requirements and regulations concerning working conditions. The Buyer shall indemnify KC against claims brought by third parties, including staff of KC, who suffer harm in connection with the performance of this agreement as a result of the acts or omissions of the Buyer or of any unsafe situations in its organisation. The Buyer shall promptly inform staff of KC to be deployed of the company and safety regulations applicable within its organisation.
- 8.6 If telecommunications facilities, including the Internet, are used for the performance of this agreement, the Buyer is responsible for the correct choice and prompt and proper availability thereof, except for those facilities that are under direct use and management of KC. KC shall never be liable for losses or costs due to transmission errors, breakdowns or the non-availability of these facilities, unless the Buyer proves that these losses or costs are the result of intent or gross negligence on the part of KC or its managers. If telecommunications facilities are used for the performance of this agreement, KC is entitled to allocate access or identification codes to the Buyer. KC may change any access or identification codes it has allocated. The Buyer shall treat the access codes in confidence and with due care and shall only disclose them to authorised personnel. KC can never be held liable for losses or costs that are the result of the misuse of access or identification codes.

9. Delivery dates

- 9.1 All (delivery) dates given or agreed by KC are, to the best of their knowledge, based on the information known to KC at the time this agreement was concluded. KC endeavours to honour the (delivery) dates agreed upon as much as possible. Mere failure to comply with a stated or agreed (delivery) date shall not imply that KC is in default. In all cases, also when the Parties have explicitly agreed on a deadline in writing, KC shall be in default on account of exceeding the deadline subject to a written notification to that end sent by the Buyer to KC. KC is not bound by (delivery) dates, whether or not they are deadlines, which are no longer attainable due to circumstances beyond its control and that occurred after this agreement was entered into. Nor shall KC be bound by a delivery date, whether or not it is a deadline, if the Parties have agreed on a change to the contents or scope of this agreement (contract extras, changes to specifications, etc.). If any date is likely to be exceeded, KC and the Buyer shall consult each other as soon as possible.

10. Termination of the agreement

- 10.1 KC shall be entitled to suspend the fulfilment of its obligations or to dissolve the agreement, without being liable to pay compensation to the Buyer, if:
- The buyer fails to fulfil its obligations pursuant to the agreement or fails to do so in time or in full;
 - After concluding the agreement, facts and/or circumstances of which KC has become aware give justifiable reason to assume that the Buyer shall not fulfil its obligations; In the event of justifiable reason to assume that the Buyer shall not perform fully or properly, suspension shall be permitted if and in so far as justified by the shortcoming;

In the event of liquidation or moratorium on payments on the part of the Buyer and/or if a significant part of its assets are seized.

Any claims of KC against the Buyer shall become immediately due and payable upon dissolution of the agreement.

KC at all times reserves the right to claim compensation.

- 10.2 An agreement for an indefinite period of time can be terminated by either of the Parties by means of a written notification to that end, stating the reasons, subject to prior consultation. If no explicit notice period has been agreed between the Parties, a reasonable notice period must be observed. The Parties shall never be liable to pay compensation on account of termination.

11. Liability of KC; indemnification

- 11.1 KC can never be held liable for any damage or losses arising from LoadCode or the use thereof by the Buyer as stipulated under 9.2, including consequential loss, and/or due to the attributable failure in the performance of this agreement and/or unlawful acts by or on behalf of KC. In respect of the use of LoadCode, KC merely issues loading advices the application of which is solely at the discretion of the Buyer. The liability of KC, for whatever reason or on whatever ground, shall at all times be limited to the total amount invoiced to the Buyer during the last two months by virtue of this agreement and/or to the maximum amount for which KC is insured.
- 11.2 KC can never be held liable for indirect losses, consequential losses, lost profits, missed savings, reduced goodwill, losses due to business interruptions, losses as a result of claims from clients of the Buyer, mutilation or loss of data, losses relating to the use of third-party goods, materials or software provided to KC by the Buyer, losses relating to the engagement of suppliers provided to KC by the Buyer and all forms of losses other than those referred to in article 9.1, regardless of the nature thereof.
- 11.3 The restrictions stated in the previous paragraphs of this article apply by analogy in the event of losses as a result of intent or gross negligence by KC, its managers and/or staff.
- 11.4 The Buyer indemnifies KC against all third-party claims on account of product liability as a result of a fault in a product or system supplied by the Buyer to a third party and which can partly be attributed to the use of LoadCode.
- 11.5 The provisions in this article also apply to all (legal) entities whose services KC uses in the performance of this agreement.

12. Force majeure

- 12.1 KC shall not be obliged to fulfil any obligation if, at their discretion, KC is unable to do so due to force majeure. Force majeure shall in any case include each external cause, which cannot be attributed to KC and which prevents the performance of this agreement, or which impedes or inconveniences the performance to that extent that performance cannot be reasonably required from KC.
- Force majeure is, among other things, taken to mean force majeure of suppliers of KC, failure to properly fulfil obligations by suppliers of KC prescribed to them by the Buyer, as well as faults in goods, materials and third-party software provided to KC by the Buyer.
- Force majeure further includes disruptions in the Internet connection and breakdowns in the telecommunications infrastructure or an inability to perform by our suppliers or third parties deployed, as a result of whichever cause.
- 12.2 If the force majeure situation exceeds a period of ninety days, both parties are entitled to dissolve the agreement by means of a written

notification to that end. In that case, anything performed pursuant to the agreement shall be paid for proportionally, without the parties owing each other anything else.

13 Applicable law and disputes

- 13.1 The agreements between KC and the Buyer are governed by Dutch law. Applicability of the 1980 Vienna Sales Convention is excluded.
- 13.2 Disputes that may arise between KC and the Buyer as a result of an agreement entered into between KC and the Buyer and/or subsequent agreements ensuing from that shall be settled by the District Court of Almelo (the Netherlands), all this without prejudice to the Parties' right to request an interlocutory injunction and without prejudice to the Parties' right to take precautionary legal measures and to lodge an appeal.