

A: General Terms and Conditions DevOn

Devon India-NL B.V.
 DevOn Academy B.V.
 Hereinafter referred to as: “DevOn”

The applicable Terms and Conditions for the provision of service by any of the above companies are described in a general module and in a specific parts. A specific part is applicable – in addition to the general module - to the extent that specific service is provided. The general module is hereinafter referred to as: A: General Terms and Conditions DevOn.

The additional specific Terms and Conditions for the provision of specific services are described in the following parts:
 B1: Specific Terms and Conditions for the provision of services with respect to agile teams
 B2: Specific Terms and Conditions for the provision of consultancy services
 B3: Specific Terms and Conditions for education services

During the making of all offers and the execution of all orders by DevOn the General Terms and Conditions DevOn and relevant additional Specific terms and conditions are applicable.

In the event of inconsistency between the General Terms and Conditions DevOn and Specific terms and conditions, the Specific terms and conditions prevail.

In the event of an inconsistency between the Dutch wording of the general terms and conditions and the English terms and conditions, the Dutch wording prevails.

A: General Terms and Conditions DevOn contains the following articles:

1. Definitions
2. General Terms and Conditions
3. Prices and payments
4. Contract term and termination
5. Ownership rights and non-compete clause
6. Non-disclosure
7. Liability
8. Applicable law and choice of law

1. Definitions

- 1.1. Agreement: the arrangements in a written and/or digital recording, based on which DevOn performs a Service or Services for the Client and to which these Terms and Conditions apply.
- 1.2. Client: Every (legal) entity or person who has conclude an Agreement with DevOn, or as the case may be responds to or requests an offer or quotation.
- 1.3. Professional: a (IT) Professional who possesses
- 1.4. (a part of) the required (software) knowledge and skills and who is deployed by DevOn in the performance of an Agreement.
- 1.5. DevOn: the specific company mentioned in the Agreement who provides Service(s) to Client, hereinafter referred to as DevOn.
- 1.6. Services: The service(s) as described in the Agreement between DevOn and Client.
- 1.7. Terms and Conditions: The General Terms and Conditions DevOn and in addition thereto, the relevant specific terms and conditions.

2. General terms and conditions

- 2.1. The terms and conditions mentioned in these Terms and Conditions will be applicable to all tenders, offers, order confirmations, agreements, deliveries, products and services whereby DevOn acts as seller/contractor.
- 2.2. Deviations from the Terms and Conditions of the general Terms and Conditions are only valid and binding if these have been explicitly agreed in writing. A deviation must be signed by authorized representatives of each of the parties.
- 2.3. The applicability of any general or specific Terms and Conditions or clauses of Client are explicitly rejected by DevOn.
- 2.4. In the event of whole or partial voidness or other invalidity of one or more provisions of these Terms and Conditions the remaining provisions will continue in force and Client and DevOn will enter into consultation in order to agree new provisions to replace the voidable or voided provisions, in the course of which the purpose and the application of the voidable or voided provisions will be observed as much as is possible.

- 2.5. An offer, tender or quote does not bind DevOn and only applies as an invitation to Client to place an order, unless explicitly stated otherwise. Client guarantees that he, to the best of his knowledge, thereby has provided all essential information for the planning and execution of the order.
- 2.6. The Agreement comes into effect after the order for the services to be carried out is received by DevOn and confirmed by means of an executed Agreement, or as the case may be the execution of the order by DevOn has started.
- 2.7. DevOn will use reasonable endeavors to deliver the provision of service with care, where applicable in accordance with arrangements and procedures recorded in writing with Client.
- 2.8. DevOn can use Client as reference.
- 2.9. All terms/deadlines that DevOn has committed to are indicative and will only be considered as fatal terms if this is explicitly agreed as such in writing between DevOn and Client.

3. Prices and payment

- 3.1. All prices are in euros and excluding turnover tax (VAT) and other levies which are imposed by the government.
- 3.2. DevOn is entitled to increase the rates of the Agreements commencing on 1 January of each, on the basis of the alteration of the monthly price index figure in accordance with the consumer price index (CPI), index all households (2006=100), published by the Centraal Bureau voor de Statistiek (CBS). In the event that this has the result that a lower rate must be calculated, the price adjustment is dispensed with.
- 3.3. DevOn is in all events entitled to adjust the agreed prices and rates, by means of written notification to Client, for activities that in accordance with the planning concerned, or in accordance with the Agreement, will be delivered at a point in time that is at least three months after the date of this notification.
- 3.4. If Client does not wish to agree to an adjustment made by DevOn of prices and rates as referred to in article 3.3. Client is entitled to cancel or terminate the Agreement in writing within five working days from receiving the notification. The termination will become

effective from the date stated in the notification from DevOn, on which the price or rate adjustment would come into effect. In the case of services provided beyond the termination date, these services will be invoiced according to the former price or rate.

- 3.5. All invoices will be paid by Client in accordance with the payment terms stated in the invoice. In the absence of specific conditions Client will make the payment within thirty calendar days from the invoice date.
- 3.6. If Client does not pay the amounts owed within the period as referred to in article 3.5, Client will, without the need for any notice of default, owe interest of 10% over the outstanding amount on an annual basis of the invoice amount, notwithstanding its other legal rights.
- 3.7. If Client after notice of default continues to fail to pay the claim, the claim can be referred for collection, in which case Client will be obliged, in addition to the total amount including interest owed in that case, to pay the extrajudicial and judicial costs in full, including all costs calculated by external experts in addition to the costs ascertained judicially, in connection to the collection of this claim or enforcement of rights in other respects, of which the level will be determined at minimum 15% of the total amount but at least € 1.000,-. Payment of a sum of money allocated to a particular obligation, is applied in the first instance to reduce the costs, subsequently to reduce the interest due and finally to reduce the longest outstanding principal sum and accrued interest.
- 3.8. If Client acts in conflict with article 3.5, 3.6 or 3.7, DevOn is entitled to suspend the agreed Services, without this releasing Client from its obligations toward DevOn. In that case Client is also obliged to pay DevOn for the damage DevOn suffered during the time of the suspension. If the reason for suspension continues, DevOn is entitled to limit its damage by placing a candidate elsewhere, without this providing an attributable shortcoming on the part of DevOn.
- 3.9. DevOn is at all times entitled to require Client to provide security by making an advance payment or even payment in full in advance, prior to DevOn proceeding to performance of

the agreement. DevOn has the right to acquit advance payments with outstanding invoices, regardless to which agreement the advance payment relates and/or to which agreement the outstanding invoice relates.

- 3.10. Complaints about invoices must be submitted to DevOn exclusively in writing and within 5 working days from the invoice date. Complaints made in another manner, or, as the case may be, that arrive later at DevOn, have no value whatsoever and cannot cause any legal effect.
- 3.11. All amounts charged to Client must be paid without reduction or deduction. Client is not entitled to setoff. Furthermore, Client does not have the right to suspend any payment obligations towards DevOn.
- 3.12. Client receives the payment of invoices in euros and including VAT in accordance with Dutch legislation. If applicable, DevOn is responsible for the payment of taxes in India.

4. Contract term and termination

- 4.1. Every party is entitled, without further notice of default and without prior judicial intervention, with immediate effect, to rescind an Agreement wholly or in part for the future and/or to cancel a payment in the event:
 - The other party causes a material breach of any obligation ensuing from the Agreement and such breach is not remedied within four weeks from written notification thereof by the party first mentioned;
 - The other party applies for moratorium;
 - The other party is declared bankrupt or, as the case may be, comes under the statutory arrangement for debt rescheduling;
 - Seizure is made to the goods made available by or on behalf of other party - in the context of an Agreement or appendices - and this seizure is not withdrawn within a week;
 - The other party is a legal entity and a third party acquires shares in, or the assets from, the other party as a result of which the other party comes under control of the third party. The other party must immediately inform the counterparty hereof.
 - The other party is a legal entity and this is dissolved.

- 4.2. In all cases in which the Agreement with Client ends, the terms and conditions of the Agreement remain in so far as this is necessary for the settlement thereof.

5. Ownership rights

- 5.1. All products, documentation, computer programs, source code, software products, system designs developed at the behest of Client and/or every tangible form of work that is delivered by DevOn under this agreement are the exclusive property of Client. All ideas, know how, concepts, designs, techniques, procedures, methods, tools and improvements regardless whether or not they can be patented and that are the result of the work at the behest of Client, will be automatically transferred when all invoices are paid by Client.
- 5.2. The methods and know how developed by DevOn and/or used for executing the Services will remain the exclusive property of DevOn.
- 5.3. During a period from the date of the Agreement until twenty four months from completion or termination thereof, the Client is not permitted, without having acquired prior written permission, to offer, to employ, or contract on whatsoever basis, or offer employment to any staff member of DevOn who has been involved in the delivery of the Services. Unless explicitly agreed otherwise, in case of breach there will, without judicial intervention and notice of default, be an immediately due and payable financial penalty, to the amount of EUR 5.000,- per breach and an amount of EUR 2.500,-, charged for each day of breach. Furthermore, DevOn is entitled to claim full compensation if the damage is more than the amount stated.

6. Non-disclosure

- 6.1. During the term of this agreement and thereafter both parties will at all times treat the information of the other party and its clients as confidential and will not make the information known to third parties or make any unauthorized use, internal or external, of any information acquired.
- 6.2. Parties are obliged to also impose the duty of confidentiality referred to in article 6.1 on their employees/contractors.
- 6.3. The duty of confidentiality will not apply if one of the parties can demonstrate that:

- the information is available to the public;
- the information was previously known to party;
- the information from a third party is received without breaching any non-disclosure clause;
- permission is acquired from party for the making use of and disclosure of the information.

6.4. DevOn is entitled to use third parties for the activities in the context of the performance of the Agreement after written approval. Client may only refuse this permission on compelling grounds

7. Liability

- 7.1. DevOn is not liable for any damage that occurs as a result of instructions that Client written or verbally provides (has provided). Client is fully responsible for the information provided by him/her.
- 7.2. DevOn is not liable towards third parties for whatsoever damage. Client indemnifies DevOn for all claims that can result therefrom including but not limited to product liability. Client is responsible for the acceptance and validation of products/services that are delivered or provided by DevOn.
- 7.3. If DevOn does not fulfill its obligations due force majeure, DevOn is not liable.
- 7.4. If DevOn at the commencing of the force majeure event has already partially fulfilled its obligations, or can only fulfil part of its obligations, DevOn is entitled to separately invoice for the already delivered respectively deliverable part of the Service. The Client is obliged to pay this invoice as if it concerned a separate Agreement.
- 7.5. Force majeure of DevOn within the meaning of this article includes: every circumstance outside the control of DevOn, as a result of which the fulfilment of its obligations towards the Client is wholly or in part hindered or as a result of which the fulfilment of such obligations cannot reasonably be expected of DevOn, regardless of whether that circumstance at the time of the concluding of the Agreement was foreseeable.

This circumstance includes in any event but not exclusively: obligations imposed by governmental authorities that have consequences for the provision of the Service, disruptions in systems that form part of the Internet, disruptions in the telecommunication-infrastructure, power failure of electricity supply at DevOn.

- 7.6. None of the parties is liable for delays or reductions of the service provision in case of natural disasters, such as tidal waves, rebellion, fire, earthquake, strikes or failure of communication facilities of which the cause lies outside the responsibility of a party
- 7.7. DevOn will be liable as follows:
- a) in the event that staff of DevOn during or in connection to the execution of Services caused injury to persons or damage to goods, the liability of DevOn and its staff will be limited to the amount that in applicable case will be paid out by the insurance company of DevOn, except in the event of intent or willful recklessness.
 - b) In the event that DevOn has not exercised suitable care in the Service Provision and in other respects has not carried out the agreed Services, DevOn will only be liable, after the Client has first given notice of default in writing to DevOn and given DevOn the opportunity to rectify this defect with reasonable care or to carry out the agreed Services at a later date. In any event the liability for shortcomings of DevOn will be limited to the amount of the fee that DevOn has received for its Services in the context of the order. In case of orders that have a longer duration than half a year, a further limitation applies to the liability referred to here, to no more than the invoice amount over the last six months. In no event the liability of DevOn shall exceed the amount that will be paid out by the insurance company of DevOn in the applicable case, except in the event of intent or willful recklessness.
- 7.8. Any claims by the Client in the aforesaid must be submitted within half a year after delivery of products or services, in the absence of which Client has forfeited its rights.

No other requirements or guarantee obligations of whatsoever nature apply to DevOn. Under no circumstance whatsoever will DevOn, on the

basis of the Agreement, due to wrongful act or as the case may be otherwise be liable for damage consisting of:

- Lost profits and missed orders and contracts;
- The sale ability, suitability, functioning and use of a product (including software) that is the result of the Services delivered;
- Or any (other) consequential damage or resulting damage.

8. Privacy

- 8.1. Parties agree that they will act in accordance with existing laws and regulations with regard to the protection of Personal Data.
- 8.2. Insofar Personal Data will be processed for the performance of the services and/or pursuit of the activities, Parties will enter into a separate Data Processing Agreement. At the start of the assignment, Parties will determine whether a Data Processing agreement is necessary.

9. Applicable law and choice of law

- 9.1. The law of the Netherlands exclusively applies to the Agreement and the General Terms and Conditions. Any disputes will be resolved by the District Court in The Hague.