

General Terms and Conditions use Navigator and provision of Navigator Services Synotion B.V.

1. Applicability

- 1.1 These terms and conditions apply to the provision of Navigator Services by Synotion and to any use of the Navigator Services by the Client. These Terms and Conditions apply to the Agreement and form an integral part thereof.

2. Definitions

The following terms will have the following meaning:

- 2.1 "*Agreement*" means the agreement between Synotion and the Client, including the Engagement Letter and the accompanying annexes and these terms and conditions;
- 2.2 "*Client*" means the legal entity that purchases Navigator Services from Synotion on the basis of the Agreement;
- 2.3 "*Engagement Letter*" means the document entitled the Letter of Engagement and includes Synotion's signed offer to the Client for the provision of Navigator Services;
- 2.3 "*Generic Library*" means the database with generic questionnaires, as made available by Synotion to all of its clients, depending on the type of subscription;
- 2.4 "*Intellectual Property Rights*" means patents, copyrights, trademark, design rights, database rights and other intellectual property rights;
- 2.6 "*Navigator Services*" means the right to access and use Navigator and the provision of services in relation thereto, as further described in the Agreement;
- 2.7 "*Navigator*" means the Library and computing functionality, as made available via the Website;
- 2.8 "*User*" means the user of the Navigator Services who is authorized by the Client and who is employed by the Client or is otherwise working in or for the Client's organization;
- 2.9 "*Website*" means the Navigator portal on the World Wide Web.

3. Scope

- 3.1 During the term of the Agreement, Synotion will provide the Navigator Services to the Client. Synotion hereby grants the Client a non-exclusive and non-transferable right to access and use Navigator during such term for the sole purpose of the measuring of process maturity and the improvement of process maturity of the processes as specified in the Letter of Engagement.

4. Navigator

- 4.1 Navigator is made available on an 'as is'- basis. In particular, Synotion disclaims any and all liability for the accuracy, completeness or relevance of the Generic Library and the individual questions embedded therein. The Client is responsible for checking the accuracy and completeness of the results derived from Navigator and Synotion explicitly disclaims any liability for incorrect or incomplete results.
- 4.2 Synotion may modify Navigator from time to time to improve its functionality and performance and Synotion may modify, add or delete the questionnaires and individual questions in the Generic Library at its discretion.
- 4.3 Synotion will provide the Client with the URL of the Website, and user names and passwords, by means of which Navigator can be accessed by Users. The Client must keep the user names and passwords secret and inform Synotion immediately if any user name or password becomes known to any unauthorized third party. Client is not allowed to transfer user names and passwords or to give them in use to third parties without Synotion's prior written consent. Synotion will not be liable for any abuse of user names and passwords.
- 4.4 The Client is responsible for having in place and operating the required hardware, software, peripherals and network connection that are necessary to use Navigator.

5. Availability, Maintenance & Support and Backups

- 5.1 Synotion shall use reasonable efforts to optimize availability and performance of Navigator but Synotion does not guarantee the uninterrupted or error free functioning thereof.

5.2 Synotion shall use reasonable efforts to solve any errors in the software underlying the Libraries and computing functionality but cannot guarantee that all such errors will be remedied.

5.3 Synotion shall provide an online helpdesk and use reasonable efforts to reply to any questions sent to this helpdesk within two business days.

5.4 Synotion reserves the right to temporarily interrupt access to Navigator for maintenance or modification purposes. Synotion shall use reasonable efforts to perform planned maintenance and modifications outside office hours and will inform the Client, if reasonably possible, in advance thereof via the Website.

5.5 Synotion shall make daily backups of the Libraries and store such backups for 3 years.

6. Fees and Invoices

6.1 All fees for the Navigator Services are set out in the Engagement Letter. Unless otherwise agreed, all fees are due with effect of the date that Synotion provides the Client with the option to access and use Navigator.

6.2 Synotion shall invoice the fees due on a monthly basis as specified in the Engagement Letter, unless otherwise agreed. All rights, title and interest (including, without limitation, Intellectual Property Rights) in the Generic Library and computing functionality, as may be modified from time to time, belong to and shall remain vested in Synotion or its licensors.

7. Term and Termination

7.1 The term of the Agreement shall be specified in the Engagement Letter.

7.2 Following the initial term, this Agreement shall automatically renew for consecutive additional periods of one (1) year each, unless either party exercises its option to terminate by giving the other party written notice of its intention not to renew at least three (3) months prior to the date on which this Agreement would otherwise renew.

7.3 Upon expiry or termination of the Navigator Services and upon the Client's request, Synotion shall provide the Client in a format to be determined by Synotion and on a T&M-basis with the content of the Client Library.

Using Synotion consulting services

8. Services

8.1 Synotion will perform Navigator Services and provide deliverables (hereinafter "Deliverables") as specified in Engagement Letter and in accordance with these terms and conditions. Any amendment to the Agreement, including the scope of Navigator Services, must be done in writing and signed by both parties. In the event of a conflict between the provisions of the Engagement Letter and the terms and conditions, the terms of the Engagement Letter shall prevail.

9. Fees and Invoices

9.1 The Client shall pay to Synotion either on time and materials ("T&M") basis or a fixed price as set out in the Engagement Letter (each referred to as the "Compensation"). Anticipated non-routine significant out-of-pocket expenses including license fees or other software or hardware procurement fees shall also be paid upon execution of the Engagement Letter.

9.2 Invoices shall be mailed to the Client at the address set forth in the Engagement Letter. Invoices shall be issued, and payment shall be made, in Euro.

9.3 If the Client believes that any adjustments to any invoice are necessary, it shall give written notice, detailing the nature and basis of the requested adjustment, to Synotion within twenty (20) days of receipt of the invoice. After the expiry of these twenty (20) days all objections against the invoice shall be excluded. Any agreed-upon adjustments shall be reflected in the subsequent invoice issued after any such adjustments are determined.

9.4 Invoices not paid within thirty (30) days will be considered delinquent. Any discount from Synotion's standard rates shall not apply to such delinquent invoices and the delinquent portion of the invoice will be subject to an interest charge in the amount of one and a half (1.5) percent per month or the statutory interest rate, whichever is less. Without limiting its rights or remedies, Synotion reserves the right to suspend or terminate its services for failure to make timely payment of any amounts due.

9.5 All fees, expenses and other charges for the Services do not include any sales, use, excise, value added, Cross-Border Tax Obligations (as defined below) or other applicable taxes, tariffs or duties, payment that may be due on such

amounts, and shall be the sole responsibility of the Client (excluding any applicable taxes based on Synotion's net income or taxes arising from the employment or independent contractor relationship between Synotion and its personnel). In the event that such taxes, tariffs or duties are assessed against Synotion, the Client shall reimburse Synotion for any such amounts paid by Synotion or, prior to payment, provide Synotion with valid tax exemption certificates with respect thereto.

- 9.6 For purposes of this Section "Cross-Border Tax Obligations" shall be deemed to include any taxes, duties, fees, levies and other impositions levied on Synotion, its personnel or subcontractors (collectively referenced as Synotion in this Sec. 9.5) for or in connection with: (i) any equipment, materials, supplies which are imported by Synotion into the country where Services are to be performed for the purpose of performing such Services and which are withdrawn after completion of such Services; (ii) any equipment which is imported by Synotion into the country where Services are to be performed for the purpose of performing the Services or as Deliverables and which, upon payment by the Client, become the property of the Client; and (iii) any property imported into the country where Services are to be performed by Synotion (but not by Synotion's personnel who are also nationals or permanent residents of such country) for Synotion's personal use and which is withdrawn upon Synotion's departure from such country.

10. Term

- 10.1 Either party may terminate this Agreement if the other party (i) has materially breached the Agreement, and (ii) has not cured such breach within thirty (30) days of receipt of a notice from the other party.
- 10.2 In the event that the Client wishes to terminate a time and materials (T&M) based Agreement for purposes of convenience or for any reason other than as provided in paragraph (a) above, the Client shall provide Synotion with minimum prior written notice ("Termination Notice") of (i) ten (10) days where the engagement is for less than sixty (60) days; or (ii) forty-five (45) days for all other T&M based engagements.
- 10.3 In the event that the Client wishes to terminate a fixed priced based Agreement for purposes of convenience or for any reason other than as provided in paragraph a) above, the Client shall provide Synotion with a termination notice of at least thirty (30) days.

- 10.4 Upon any termination, the Client shall pay to Synotion all fees and expenses that have been incurred or earned in connection with the performance of the Services through the effective date of such termination. The Client shall also reimburse Synotion for all reasonable costs and expenses associated with any termination, except in case the Agreement has been terminated due to material breach of Synotion.

- 10.5 For partially completed milestone Deliverables or for partial periods of performance for which milestone or periodic payments are not yet due on the date of termination, the Client shall pay Synotion a pro rata share of payment based upon the portion of the Services or Deliverables completed by Synotion as of the termination date.

11. Ownership

- 11.1 Upon full and final payment for each accepted deliverable (but excluding any products or software licensed or provided to the Client by a subcontractor or agent of Synotion pursuant to a separate license agreement or other instrument) such deliverable will become the property of the Client, and Synotion hereby assigns its rights granted under the Dutch copyright law, or under any other applicable copyright laws, to the Client with respect to such deliverable. To the extent that any Synotion Information, as defined below, is incorporated into such deliverable, Synotion will grant to client, upon full and final payment for such accepted deliverable, a royalty-free paid-up, worldwide, perpetual, non-exclusive license to use such Synotion Information as part of the deliverable. Except to the extent permitted or required by law, the Client shall not disclose, provide access to, sublicense, or modify any Synotion Information or transfer any Synotion Information to a subsidiary, affiliate or third party without the prior, written consent of Synotion. The Client may not disassemble, decompile or reverse engineer any Synotion Information unless as specifically permitted by the applicable law.
- 11.2 The Client acknowledges that Synotion provides consulting and development services to other clients and agrees that nothing in this Agreement shall be deemed or construed to prevent Synotion from carrying on such business or developing for itself or others materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables provided hereunder. the Client agrees that, notwithstanding anything to the contrary set forth herein: (i) Synotion shall have the right to retain a copy of each of the

Deliverables for its records; (ii) Synotion's proprietary works of authorship that have not been created specifically for the Client but which have been originated, developed or purchased by Synotion, its parent or affiliated company, or by third parties under contract to any of Synotion, its parent or affiliated companies (all of the foregoing, collectively, "Synotion's Information") shall remain the sole property of Synotion; (iii) Synotion Information and Synotion's methodologies, records, files and working papers relating to the Services shall remain the sole and exclusive property of Synotion; and (iv) the Client hereby grants to Synotion a royalty-free, paid-up, irrevocable, worldwide, perpetual, non-exclusive license to use and allow others to use the Deliverables and to create and use derivative works derived from the Deliverables for itself and its clients, so long as in doing so Synotion does not disclose the Client's identity or Confidential Information.

12. Acceptance

- 12.1 The Client shall accept the Navigator Services and Deliverables that substantially conform to the specifications in the Engagement Letter.
- 12.2 The Client, with Synotion's cooperation and assistance, may conduct acceptance tests to verify whether the Deliverable substantially conforms to the applicable specifications as set out in the Engagement Letter ("Specifications"). the Client shall have ten (10) business days after completion (the "Acceptance Period"), to test the deliverable. If the Client notifies Synotion of any material non-conformities with the specification in any deliverable (collectively "Non-conformities") in writing within the applicable acceptance period, Synotion promptly shall use reasonable efforts to correct such non-conformities at its own expense and notify the Client when the corrections are complete. The Client then shall have the right to test the corrected deliverable.
- 12.3 If the Client does not notify Synotion of any material non conformities within the acceptance period or if the Client uses the Deliverables in a production environment or otherwise in connection with the Client's conduct of its business, the Client shall be deemed to have accepted the Deliverables. No non conformity claims shall be accepted by Synotion after acceptance or deemed acceptance of the Navigator Services or deliverable(s).
- 12.4 Should Synotion fail to use reasonable efforts to correct a non-conformity within thirty (30) days, or other agreed time, of receiving written notice

of it, the Client may terminate the Navigator Services.

- 12.5 Synotion's maximum liability to the Client for failing to use reasonable efforts to correct such non-conformity shall be to refund the fees and expense paid by the Client to Synotion for the deliverable or portion of the deliverable that is nonconforming. the Client is not entitled to have any non-conformity or defect remedied by a third party on account of Synotion.
- 12.6 To the extent that any Deliverables are or have been approved by the Client pursuant to the terms of this Agreement at any stage of Synotion's performance, such Deliverables shall be deemed approved by the Client, and Synotion shall be entitled to rely on such approval for purposes of all subsequent stages of Synotion's performance hereunder.

13. Liabilities and Remedies for Infringement

- 13.1 Subject to the terms set forth in this Section 13, Synotion shall indemnify and defend the Client from and against any and all claims, liabilities, losses or damages (collectively "Liabilities") incurred by the Client to the extent such Liabilities result from the infringement of the Deliverables upon any third party's trade secret, trademark, copyright or patent issued as of the date of this Agreement (together hereinafter "IP rights"); provided, that the Client (i) promptly notifies Synotion of any third party claim subject to indemnification hereunder, (ii) gives Synotion the right to control and direct the preparation, defense and settlement of any such claim, (iii) gives full cooperation to Synotion for the defense of same, and (iv) complies with Synotion's direction to cease any use of the Deliverables which, in Synotion's opinion, is likely to be ruled an infringement of a third party's IP rights.
- 13.2 Section 13.1 shall not apply to any infringement arising out of: (i) use of the deliverable(s) other than in accordance with applicable documentation or instructions supplied by Synotion or for other than the Client's internal purposes; (ii) any alteration, modification or revision of the Deliverables not expressly authorized in writing by Synotion; (iii) the Client's failure to use or implement corrections or enhancements to the Deliverables made available by Synotion; (iv) the Client's distribution, marketing, or use of the Deliverables for the benefit of third parties; or (v) the combination of the Deliverables with materials not supplied by Synotion.

13.3 In case any of the Deliverables or any portion thereof is held, or in Synotion's reasonable opinion is likely to be held, to constitute infringement of any third party's IP rights, Synotion may within a reasonable time, at its option, either: (i) secure for the Client the right to continue the use of such infringing item; (ii) replace, at Synotion's sole expense, such item with a substantially equivalent non infringing item or (iii) modify such item so that it becomes non-infringing. In the event Synotion reasonably determines that it is unable to either procure the right to continued use of the allegedly infringing item or replace or modify the allegedly infringing item as provided in this Section 13.3, the allegedly infringing item shall be returned to Synotion, and Synotion's maximum liability for such infringement shall be to refund to the Client the amount paid to Synotion for such item less any depreciation for the Client's use of such item as calculated on a 10-year straight-line basis.

13.4 The provisions of this Section 13 state Synotion's entire liability and the Client's sole and exclusive remedies to claim from Synotion with respect to any infringement or claim of infringement.

13.5 In the event that the Client provides Synotion with access to software, specifications, content or other the Client-provided materials, the Client hereby agrees to indemnify and defend Synotion from and against any and all Liabilities incurred by or asserted against Synotion in connection with any third party claim to the extent such Liabilities result from the infringement of any third party's IP rights.

14. Indemnity

14.1 The Client hereby agrees to indemnify and defend Synotion from and against all Liabilities incurred by or asserted against Synotion in connection with any third party claim to the extent such Liabilities result from the use of: (i) the Deliverables other than in accordance with applicable documentation or instructions supplied by Synotion or for other than the Client's internal purposes; (ii) any altered, modified or revised version of the Deliverables that was not expressly authorized in writing by Synotion; (iii) the Client's failure to use or implement corrections or enhancements to the Deliverables made available by Synotion; (iv) the Client's distribution, marketing, or use of the Deliverables for the benefit of third parties; or (v) the Deliverables combined with materials not provided by Synotion; provided that Synotion shall (i) promptly notify the Client of any third party claim subject to indemnification hereunder, (ii) give the Client the right to control and direct

the preparation, defense and settlement of any such claim and (iii) give full cooperation to the Client for the defense of same.

15. Limitation on Warranty

15.1 Synotion warrants that it will perform Services with reasonable skill and care and that at the time of acceptance the Navigator Services and Deliverables will conform to the specifications in the Engagement Letter in all material respects. Synotion does not warrant that any of the Navigator Services or deliverable(s) will meet the Client's particular purpose or requirements, or that the operation of any computer program will be uninterrupted and/or error-free.

15.2 Synotion warrants to the Client that, for a period of sixty (30) days following its acceptance by the Client (the "Warranty Period"), any computer program (and associated documentation) developed by Synotion for the Client hereunder, shall conform to the Specifications applicable thereto in all material respects.

15.3 In the event the Client notifies Synotion in writing of a breach of the foregoing warranty during the Warranty Period, Synotion shall use reasonable efforts to remedy such breach at no additional expense to the Client. In the event that Synotion, after using reasonable efforts, is unable to remedy such breach, Synotion's sole liability to the Client in connection with such breach shall be to refund the amount paid by the Client for such computer program.

15.4 Notwithstanding the foregoing, Synotion shall have no obligation or liability to the Client under this warranty to the extent that a nonconformity results from: (i) the Client's use of such computer program, in a manner inconsistent with the documentation therefore; (ii) alterations or modifications made to such computer program by the Client without the written approval of Synotion; (iii) defects in any third party computer program including the failure of any such program to operate in strict accordance with specifications; (iv) malfunctions of the Client computer hardware or system environment occurring through no fault of Synotion; (v) storage, operation, use or maintenance of such computer program in a manner or an environment inconsistent with the Specifications and instructions of Synotion at the time such computer program is delivered to the Client; (vi) the Client's failure to use corrections or enhancements made available by Synotion; (vii) the Client's use of the Deliverables in combination with any product or information not provided by Synotion; or (viii) information, materials or specifications provided by or on

behalf of the Client; in each case, whether or not with Synotion's consent.

15.5 Synotion shall bear no responsibility for the performance, repair or warranty of any of the Client software or hardware product or any software, hardware product, other deliverable or service provided to the Client by a third party and the Client shall look solely to the third party provider for all remedies and support with regard to such products or service. To the extent Services provided by Synotion are of an advisory nature, no specific business result is assured or guaranteed.

15.6 Warranties specified in this Section 15 are the only warranties provided by Synotion. Any other warranties, express or implied, are excluded.

16. Limitation on Liability

16.1 Neither party, nor its respective employees, officers and directors, shall be liable to the other party for any indirect or consequential damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs), or for the procurement of substitute goods resulting from said damages.

16.2 the Client agrees that the maximum aggregate liability of Synotion, its employees, officers and directors for any actions, damages, claims, liabilities, costs expenses, or losses under this Agreement shall not exceed the fees paid by the Client to Synotion for Services and/or Deliverables under this Agreement.

16.3 No terms of this Agreement shall benefit or create any right or cause of action in or on behalf of any person or entity other than the Client and Synotion. The provisions of this section shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise.

17. Cooperation

17.1 The Client shall cooperate with Synotion in its rendering of the Navigator Services, including, without limitation, providing Synotion with reasonable facilities and timely access to appropriate data, information and personnel of the Client; and the Client agrees that Synotion's performance is dependent upon the timely and effective satisfaction of the Client's responsibilities hereunder and timely decisions and approvals of the Client in connection with the Services.

17.2 When the Client's personnel are to work with Synotion's personnel, the Client's failure to assign the Client personnel having skills commensurate with their role in connection with the Navigator Services could adversely affect Synotion's ability to perform. To the extent that the Client's failure to assign such personnel, or other failure to perform its obligations interferes with Synotion's ability to perform, milestone dates, if any, shall be adjusted accordingly and, for fixed fee engagements, additional Navigator Services provided by Synotion attributable to such failures by the Client shall be billed at Synotion's standard rates.

17.3 Synotion may, in performing its obligations pursuant to this Agreement, be dependent upon and using data, material, and other information furnished by the Client without any independent investigation or verification thereof, and that Synotion shall be entitled to rely upon the accuracy and completeness of such information in performing the Services.

17.4 Synotion's performance of Navigator Services may include advice and recommendations. All decisions relating to the implementation of such advice and recommendations shall be made by and are the sole responsibility of the Client.

17.5 The Client and Synotion agree that any schedules in the Engagement Letter are only to be regarded as estimated beginning and completion dates for the tasks to be performed hereunder and are expected to be revised during the term of the engagement.

17.6 Synotion and the Client may correspond and convey documentation via Internet e-mail unless the Client expressly requests otherwise; (ii) neither party has control over the performance, reliability, availability or security of Internet email; and (iii) Synotion shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond Synotion's reasonable control.

17.7 The Client shall be solely responsible for complying with import/exports controls laws and regulations.

18. Informal Dispute Resolution

- 18.1 The parties agree to attempt in good faith to settle any dispute, controversy or claim, whether based on contract, tort, statute or other legal or equitable theory arising out of or related to this Agreement (including any amendments or extensions thereto) (collectively, a "Claim") by way of consultations among the parties, which consultations shall be initiated upon written notice by either party to the other. For purposes of the foregoing sentence, Synotion shall be represented in such consultations by the lead consultant identified in an applicable Engagement Letter, and the Client shall be represented by an individual of commensurate authority.
- 18.2 If the parties cannot come to a mutually agreeable resolution of the Claim within ten (10) business days, then such Claim will be referred to the parties' executive management (each such member a "Representative") for resolution, which referral shall be evidenced by a written notice from either party to the other (the "Referral"). For purposes of the foregoing sentence, Synotion's representative shall be a Managing Director, and the Client's Representative shall be an individual of commensurate authority. The parties' Representative shall meet within five (5) business days of a Referral to attempt to resolve the Claim.
- 18.3 If the Representatives have not met within five (5) business days of such Referral, or have not reached a mutually agreeable resolution of the Claim within ten (10) business days after their initial meeting on the subject of such Claim, then such Claim will be submitted to Mediation in accordance with the provisions of Section 19 hereof. Neither party shall be bound by the provisions of this Section 18 if the Claim pertains to or arises under Sections 11, 13, or 21 hereof.

19. Mediation

- 19.1 If either party has a Claim against the other party that has not been resolved pursuant to Section 19 hereof, a written description of such Claim shall be provided to such other party and a good faith effort to resolve the problem via non-binding mediation in accordance with the applicable rules of the Netherlands Mediation Institute ("Stichting Nederlands Mediation Instituut") in Rotterdam shall be made by both parties prior to proceeding to Arbitration. Each party shall bear its own costs incurred in such mediation, and the parties shall equally defray the mediator's fees. Any negotiations pursuant

to this Section 19 are confidential, shall take place for no more than three (3) consecutive days, and will be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. Neither party shall be bound by the provisions of this Section 19 if the parties' dispute pertains to or arises under Sections 11, 13, or 21 hereof.

20. Arbitration

- 20.1 Any Claim arising out of or relating to this Agreement or the breach thereof, shall be settled by binding arbitration administered in accordance with the rules of the Netherlands Arbitration Institute ("NAI"). The arbitration shall be heard and determined by a panel of three (3) arbitrators appointed in accordance with the NAI Rules, and each such arbitrator shall have experience and familiarity with information technology disputes. The arbitration proceeding shall occur in Amsterdam and, each party shall bear its own costs relating to such arbitration and shall equally share the arbitrators' fees with the other party. The language to be used in the proceedings shall be English. The arbitration and all related proceedings shall be private and confidential. Either party may, without waiving any remedy under this Agreement, seek from any court of competent jurisdiction any interim or provisional relief that such party deems necessary to protect its Confidential Information or proprietary rights pending the establishment of the Arbitration panel or the Arbitration panel's determination of the merits of the Claim.

21. Confidentiality

- 21.1 "Confidential Information" means any and all information and materials in whatever form now known or later developed that Synotion and the Client provide to each other in the course of the engagement and: (i) that have been marked as proprietary or confidential; (ii) whose confidential nature has been made known; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential. Notwithstanding the foregoing, Confidential Information does not include work product developed during performance of this Agreement or information which: (i) is already known to the other party at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the other party; (iii) is independently developed without benefit of the other's Confidential Information; or (iv) is received from a third party that is not under and does not thereby breach an obligation of confidentiality.

21.2 Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. Notwithstanding the foregoing, Confidential Information may be disclosed to the extent required by law. Synotion will deliver to the Client all Confidential Information and all copies thereof (and all other property obtained from or through the Client) when the Client requests the same or immediately upon termination of this Agreement, whichever occurs earlier, except for one copy thereof that Synotion may retain for its records.

21.3 Neither party shall, except with respect to those of its employees, agents or subcontractors with a need to know under this Agreement, use or disclose to any person, firm or entity any Confidential Information of the other party without the other party's express, prior written permission.

21.4 These confidentiality restrictions and obligations shall terminate one (1) year after the expiration or termination of this Agreement.

22. Personal Data

22.1 The Client agrees that, in the course of the performance of Navigator Services or in connection with its engagement, Synotion (i) may be provided or obtain, from the Client or otherwise, Personal Data pertaining to the Client's personnel, directors and officers, agents, subcontractors, independent contractors, clients and any other third parties (Client's Personal Data") and (ii) may need to Process such the Client's Personal Data and/or transfer it among its affiliates globally.

For purposes of this Agreement, "Personal Data" shall mean any information relating to an identified or identifiable individual. "Process" or "Processing" shall mean any operation or set of operations performed upon the Personal Data, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination and deletion of Personal Data.

The Client warrants that (i) it has obtained any and all consent required for the Processing of the Client's Personal Data by the Client and Synotion; (ii) the Client's Processing of such Personal Data is in accordance with any applicable law on protection of Personal Data; and (iii) Synotion may legally process such the Client's Personal Data as needed for the performance of Services or in connection with its

engagement, unless expressly instructed otherwise in writing by the Client. The Client, its affiliates and/or subcontractors shall remain the controller(s) of the Client's Personal Data.

To the extent Synotion's Processing of Client's Personal Data has been done in accordance with Client's instructions or for the performance of the Services in accordance with b)(iii) above or can be considered as customary usage in connection with the performance of Services, Client shall indemnify, defend and hold Synotion harmless from and against any and all claims, liabilities, losses and reasonable expenses incurred by or asserted against Synotion in connection with any third party claim related to the Processing of the Client's Personal Data. Synotion shall notify the Client and afford the Client with every possibility (at Client's option and expense) to defend against or otherwise dispose of or settle in its discretion any claim thereof (with respect to which Synotion shall give the Client all reasonable assistance).

The Client agrees that Synotion is entitled to collect, Process, use and transfer among its affiliates the Client's Personal Data Synotion considers necessary to retain for serving the Client's current and future interests, including, without limitation the invitation of the Client to Synotion events and conferences, the distribution of Synotion materials as requested by the Client and referrals.

23. Limitation on Actions

23.1 No action, regardless of form, arising under or relating to this engagement, may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment may be brought by a party not later than one year following the date of the last payment due to such party hereunder. Notwithstanding the foregoing, no action other than for nonpayment can be brought more than one year after the date of delivery of the Service(s) and/or Deliverable(s) that give rise to the action.

24. Independent Contractor

24.1 It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an agent, distributor, fiduciary or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

25. Non-Solicitation Of Employees

26.1 Neither party shall, during the term of this Agreement and for one (1) year after its termination, solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have had direct involvement with the Services, without other party's written consent.

26. Press Releases and the Client List Reference

27.1 Neither party shall issue any press release concerning Synotion's work without the other's consent. However, Synotion may identify the Client as a the Client of Synotion (using the Client's name and logo) and release an announcement regarding the award of the contract to Synotion and generally describe the nature of the Services in Synotion's promotional materials, presentations, case studies, qualification statements and proposals to current and prospective clients.

27. Survival

27.1 The provisions of Sections 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, and 31 hereof shall survive the expiration or termination of this engagement.

28. Assignment

28.1 Neither party may assign any of the rights or obligations hereunder without the prior written consent of the other party, except that Synotion may assign its rights and obligations hereunder to any Synotion' s affiliate and/or to any successor in interest to all or substantially all of the assets or business of Synotion, without the consent of the Client. Synotion shall have the right at any time and without prior consent of the Client to subcontract all or part of the Navigator Services to be provided under the Engagement Letter.

29. Severability

29.1 In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

30. Governing Law

30.1 This agreement between the parties shall be governed and construed in accordance with the laws of the Netherlands, without any application of conflicts of law rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

31. Governing Language

31.1 The governing language for this Agreement shall be English.