

GENERAL TERMS AND CONDITIONS OF GCP CENTRAL B.V.

Article 1: General

1.1 The following terms have the stated meaning in these general terms and conditions:

- 1) Supplier: GCP Central B.V. incorporated in Utrecht, the Netherlands and registered under number 55249922.
- 2) Client: the party to which the Supplier submits an offer and/or with which the Supplier enters into an agreement, of any nature and however described.
- 3) In writing: by post, fax or e-mail or by means of any other data carrier other than paper.
- 4) Product(s): learning solutions offered by GCP Central B.V.

1.2 These general terms and conditions apply to all offers and agreements by which the Supplier supplies the Product and/or other goods and services of any nature and however described, to the Client to the entire exclusion of all other terms and conditions unless otherwise agreed in writing by the Supplier. These general terms and conditions also apply to any additional instructions and follow-up instructions from the Client.

1.3 Deviations from and additions to these general terms and conditions shall have no effects unless expressly agreed in writing by the Supplier.

1.4 The applicability of the Client's purchasing or other terms and conditions is explicitly rejected.

1.5 If any stipulations of these general terms and conditions are null and void or are declared void, the other stipulations of these general terms and conditions will remain fully in effect. In that case, the Supplier and Client must enter into consultation with the aim of agreeing upon new stipulations to replace those that are null and void or declared void, and in so doing as far as possible observe the object and purpose of the stipulations that are to be replaced.

1.6 Unless otherwise stated in writing quotations or offers lapse after 30 days from their date.

Article 2: Offers

2.1 All offers and other statements by the Supplier are without obligation, unless the Supplier has unreservedly indicated otherwise in writing. Orders based on quotations or offers shall not be binding on the Supplier until the Supplier accepts such orders and notifies the Client in writing of such acceptance. Times quoted for delivery or completion shall run from the date of such notification.

2.2 The Client warrants the accuracy and completeness of the information that it provides or which is provided on its behalf to the Supplier. The Client must always exercise the utmost care to ensure that the (service) requirements to be met by the Supplier are provided accurately and completely in writing. Data and statements mentioned in drawings, images, catalogues, websites, offers, advertising material and standard sheets, etc. are not binding on the Supplier, except if the Supplier expressly and unreservedly states otherwise.

Article 3: Price and payment

3.1 Unless expressly stated otherwise, all prices exclude turnover tax (VAT) and other existing or future government-imposed levies. Unless otherwise agreed, all prices are always expressed in Euros and the Client must make all payments in Euros.

3.2 Unless the Supplier states otherwise in writing, all cost estimates and approximations that it provides are indicative. The Client may never derive any rights or expectations from a cost estimate or approximation given by the Supplier.

3.3 If the Client consists of several natural and/or legal persons, each of those persons will be jointly and severally liable to pay the amounts owed under the agreement.

3.4 The relevant documents and data from the Supplier's accounting records or systems will constitute conclusive evidence of the amounts due by the Client for the provided Products and/or work performed and/or services rendered by the Supplier, notwithstanding the Client's right to provide evidence to the contrary.

3.5 The Supplier is entitled to adjust prevailing prices and rates, subject to written notice of at least one month.

3.6 All amounts relating to work performed and/or services rendered by the Supplier are due in advance each time. Access to the Product provided by the Supplier will only be given if all associated due amounts have been credited to its account.

3.7 The Client must pay all amounts relating to the provided Products and/or work performed and/or services rendered by the Supplier within no more than 14 days as of the invoice date.

3.8 The Client will never be entitled to suspend any payment or to set off any amounts owed, for any reason whatsoever.

3.9 If the Client does not pay the due amounts, or does not do so on time, it will be in default by operation of law, without the need for any demand or notice of default, and will be liable to pay statutory commercial interest on the outstanding amount. If the Supplier hands over the outstanding amount for collection, the Client will in addition to the total amount payable also be liable to pay all legal costs that are actually incurred, as well as extrajudicial costs at 15% of the total outstanding amount, without prejudice to the Supplier's right to charge the actual costs.

3.10 The Supplier may retain goods, data and/or suspend access to the Products it provides or has provided, notwithstanding an existing obligation to deliver or transfer, until the Client has paid all amounts owed to the Supplier.

Article 4: Confidentiality

4.1 Both parties must ensure that all information received from the other party remains confidential. The party receiving the information may only use it for the purpose for which it has been provided. All provided information will be regarded as confidential, unless accompanied by an express, written and unreserved statement to the contrary.

Article 5: Data processing and codes

5.1 The responsibility for the data that is processed when using a Product provided by the Supplier rests exclusively with the Client. The Client warrants towards the Supplier that the content, use and/or processing of the data is not unlawful and does not infringe any third-party rights. The Client indemnifies the Supplier against every third-party claim and action, on any basis, in connection with this data or the performance of the agreement.

5.2 The Supplier is entitled to assign access or identification codes to the Client. The Supplier is entitled to alter the assigned access or identification codes. The Client must treat access and identification codes in confidence and with care and only disclose these to authorised members of staff. The Supplier will not be liable under any circumstances for damage or costs arising from the use or misuse of access or identification codes.

Article 6: Intellectual property

6.1 All intellectual property rights to software, websites, data files, hardware and other materials and/or works, including but not limited to analyses, designs, documentation, reports and offers related to the Product and/or its components (where intellectual property includes but is not limited to patents, design rights, copyrights, trademarks, database rights, know how, proprietary information as well as such that were developed, invented, purchased or otherwise acquired in the course of performance under an agreement by the Supplier and/or its holding eSophos B.V. registered under number 55249728 vest in the Supplier and/or said holding. The Client is given a non-exclusive, non-transferable and non-sublicensable user right with regards to these intellectual property rights and the Products.

6.2 The Client may not remove or alter any reference relating to the confidential nature or to copyright, trademarks, trade names or any other intellectual property rights from or on the software, websites, data files, hardware or materials.

6.3 Even if the agreement does not specifically provide for such a right, the Supplier is allowed to introduce technical measures to protect the software, hardware, data files, websites, etc. entailing an agreed restriction of the content or duration of the right to use these items. The Client may never remove, bypass or arrange for the removal or bypassing of such a technical measure. The Client may not derive any rights from the lack of such technical measures.

6.4 The intellectual property rights to the material contained in the Product, together with the design, text and graphics, and their selection and arrangement, and all software compilations vest in the Supplier and/or its holding. All rights are reserved. The Client shall not reproduce or redistribute any such material without the prior written consent of the Supplier. The Client and/or its users may however download or print a single copy for their personal non-commercial viewing. If Product material is downloaded from the website this material, including all files and images, contained in or generated by the material, as well as all accompanying data shall be deemed licensed to the Client by the Supplier for personal, non-commercial use only. The Client shall not sell, redistribute or reproduce the Product, nor decompile, reverse engineer, disassemble or otherwise convert the Product to a human-perceivable form.

6.5 In case of any infringement of the provisions of Article 6, the Client will forfeit an immediately due and payable penalty of € 25.000 (twenty-five thousand euros), for each infringement, plus a penalty of € 500,00 per day for each day that the infringement continues.

Article 7: Passing of risk

7.1 The risk of loss, theft, misappropriation or damage of goods, products, data, documents, software, data files or other information, including but not limited to codes, passwords and documentation that are produced or used in connection with the performance of the agreement, passes to the Client at the moment that these are sent to the Client by the Supplier.

7.2 The Supplier provides the Client and/or its users with a user name and password in order to access the Products. These user names and passwords are personal and not transferable.

The Client is liable to pay any amounts due to the Supplier for services accessed or products purchased through the Product by its users and/or any third party using a user name and password provided to the Client by the Supplier. The Client shall immediately notify the Supplier of any breach and/or suspected or expected breach of security concerning a user name or password.

Article 8: Access to Learning material

8.1 The Supplier will make reasonable efforts to provide uninterrupted access to the Product. Due to unforeseen circumstances access to the Product may be suspended, restricted or terminated temporarily. The Supplier reserves the right to change, modify, substitute or remove without notice any information accessible through the Product. The Supplier may fully or partially close down the Product on a temporary basis for preventative, corrective or adaptive maintenance, to commence after notice has been given to the Client. The Supplier is not liable for any loss of the Client as a result of the full or partial closure of the service on a temporary basis.

8.2 If computer, data or telecommunication facilities, including the Internet, are used for the performance of the agreement, the Client will be responsible for the correct choice of the necessary resources for that purpose and for the punctual and full availability thereof, with the exception of the facilities that fall under the Supplier's direct use and control. The Supplier will not be liable under any circumstances for damage or costs arising from transmission errors, the malfunctioning or unavailability of these facilities, unless the Client proves that this damage or cost result from the intentional acts or wilful recklessness of the Supplier.

Article 9: Delivery periods

9.1 All delivery periods and dates mentioned by or agreed with the Supplier are determined to the best of its knowledge on the basis of the information known to it at the time of entering into the agreement. Interim delivery dates mentioned by the Supplier or agreed between the parties always serve as target dates, are not binding on the Supplier and are only indicative by nature. The Supplier will make reasonable efforts to observe the agreed latest delivery periods and dates as far as possible. The Supplier is not bound by any delivery period or date, whether latest or otherwise. The Supplier must notify the Client that a delivery period or date, whether latest or otherwise, will be exceeded prior to the expiry thereof. Exceeding a delivery period or date, whether latest or otherwise, will not under any circumstances constitute a breach in the performance of the agreement.

Article 10: Obligation to cooperate

10.1 The Client must at all times immediately provide all data or information required by the Supplier and immediately provide all cooperation. If the Client assigns its own employees and/or agents for the purpose of providing cooperation in the performance of the agreement, these employees and agents must have the necessary knowledge, expertise and experience. The Client indemnifies the Supplier against all claims and actions, of any nature, brought by these employees and agents against the Supplier.

Article 11: Cancellation and termination of the agreement

11.1 Each of the parties is only entitled to terminate the agreement on the basis of an attributable breach of performance if the other party is in attributable breach of essential obligations under the agreement and is in default in respect thereof. Payment obligations of the Client and all obligations of the Client or a third party engaged by the Client to provide cooperation will always constitute essential obligations under the agreement.

11.2 If the Client has already received services in connection with the performance of the agreement at the time of termination referred to in Article 11.1, these services and the associated payment obligation will not be revoked, unless the Client proves that the Supplier has failed to perform the essential part of those services. Amounts which the Supplier has invoiced prior to the termination for what it has already performed or delivered in connection with the performance of the agreement will remain owed in full, with due observance of the provisions of the previous sentence, and will become immediately due and payable at the time of termination.

11.3 If an agreement that does not end through completion by its nature and content, is entered into for an indefinite period, it may be terminated in writing by either of the parties after proper consultation and stating reasons. If the parties have not agreed on any notice period, a reasonable notice period for termination must be observed. The Supplier will not be obliged under any circumstances to pay any compensation on account of termination.

11.4 The Client is not entitled under any circumstances to terminate an agreement before its term.

11.5 The Supplier may fully or partially terminate the agreement in writing, without any notice of default and with immediate effect, if the Client is granted a provisional or final moratorium on the payment of its debts, if a petition is brought for the bankruptcy of the Client, if the business of the Client is liquidated or discontinued, or if there is a change in the decisive control of the Client's business. The Supplier will not under any circumstances be obliged to reimburse money already received or to pay compensation on account of this termination. If the Client is declared bankrupt or placed in liquidation, the right to use the software, user licenses, websites, etc. that were made available to the Client will lapse by operation of law.

Article 12: Liability of the Supplier

12.1 Any liability of the Supplier due to an attributable breach in the performance of the agreement, or for any other reason, expressly including any breach in the performance of a warranty obligation agreed with the Client, is excluded, with the exception of the provisions of Article 12.3.

12.2 The liability of the Supplier for damage or loss as a result of the inaccessibility of its websites for its online services, as well as for damage or loss as a result of downtime, is excluded.

12.3 The liability of the Supplier for direct damage or loss is limited to a maximum of € 15,000 (fifteen thousand euros). The liability of the Supplier for indirect damage or loss, including but not limited to consequential damage, loss of profits, loss of savings, reduced goodwill, loss due to business interruption, loss as a result of claims by customers of the Client, loss associated with the use of third-party goods, materials or software prescribed by the Client to the Supplier, supplied hardware, software or other materials, loss resulting from products adapted and/or manufactured by the Client on the basis of the services provided by the Supplier and loss associated with hiring subcontractors prescribed by the Client to the Supplier is excluded. The liability of the Supplier for damage, destruction or loss of data or documents is likewise excluded.

12.4 The exclusions and restrictions of the Supplier's liability, as described in the previous paragraphs of this Article 12, do not in any way affect the other exclusions and limitations of the Supplier's liability under these general terms and conditions.

12.5 The exclusions and limitations referred to in Article 12.1 to 12.4 inclusive will cease to exist if and insofar as the damage or loss has been caused by the intentional acts or willful recklessness of the Supplier's management.

12.6 The liability of the Supplier due to an attributable breach in the performance of the agreement will only arise if the Supplier has acted intentionally or with willful recklessness, the Client has immediately given the Supplier a notice of default in writing stipulating a reasonable period for remedying the breach, and the Supplier remains in attributable breach of its obligations even after that period. The notice of default must contain as complete and detailed a description of the breach as possible, in order to enable the Supplier to respond adequately.

12.7 In order for there to be any right to compensation, for any reason whatsoever, the Client must always have reported the damage as soon as possible after it occurred to the Supplier in writing. Any claim to compensation against the Supplier will lapse on the expiry of a period of 12 months after the claim arises.

12.8 The provisions of this article, as well as all other limitations and exclusions of liability mentioned in these general terms and conditions, also apply in favour of all natural and/or legal persons engaged by the Supplier in the performance of the agreement.

12.9 To the extent permitted by applicable law, the Supplier disclaims all warranties and representations (whether express or implied) as to the accuracy of any information contained on its website. The Supplier does not guarantee that the Product material will be fault free and does not accept liability for any errors or omissions. The Supplier does not give any warranty that its website is free from viruses or anything else, which may have a harmful effect on any technology. The Supplier makes no representation whatsoever regarding the content of any other websites, which you may access through the Product. A link to another website does not mean that the Supplier endorses or accepts any responsibility for the content or use of such website.

Article 13: Force Majeure

13.1 In case of force majeure resulting in the inability of any party beyond its reasonable control to partly or fully comply with an agreement the prevented party will not be deemed in failure to comply with the obligations of the agreement, and will not bear the responsibility for any delay, provided however, that as soon as the cause of force majeure was removed or resolved the party invoking force majeure shall act with due diligence and best efforts to rectify the situation and abide by the terms of this agreement. Force majeure includes but is not limited to (i) force majeure of the Supplier's own suppliers, (ii) the failure of the Supplier's own suppliers to properly comply with their obligations, regardless of whether these were prescribed by the Client to the Supplier, (iii) defectiveness of goods, hardware, software or materials of third parties, regardless of whether the use thereof was prescribed by the Client to the Supplier, (iv) government measures, (v) power failures, (vi) malfunctioning Internet, computer network or telecommunication facilities, (vii) war, (viii) staffing, (ix) strikes, (x) general transport problems, (xi) the unavailability of one or more members of staff and (xii) other unforeseen events beyond the control of the parties.

13.2 If the Client foresees that the compliance with an agreement may be held back, delayed or affected by any of the factors listed in article 13.1, the Client is obliged to inform the Supplier as soon as possible. If the Client invokes force majeure it shall notify the Supplier in writing without delay concerning the intervention, the likely duration and cessation thereof.

13.3 After the notification referred to above, the parties shall come together for negotiation in good faith and agree upon further procedures in order to reduce damages of the parties.

13.4 If any of the parties is unable to comply with the agreement for a period of more than 60 days as a result of force majeure, the other party will be entitled to terminate this agreement out of court and with immediate effect, without the other Party being entitled to any compensation as a result. This termination shall take place by means of a registered letter.

Article 14: Assignment of rights and obligations

14.1 The Client is not entitled to fully or partially sell and/or assign the rights and/or obligations under the agreement to a third party.

14.2 The Supplier is entitled to assign its claims to the payment of fees to a third party.

Article 15: Applicable law and disputes

15.1 The agreements between the Supplier and the Client will be governed by and shall be construed according to the laws of the Netherlands.

15.2 With the exception of appeals in cassation, only the competent court in Utrecht, the Netherlands has jurisdiction, to the exclusion of all others, to take cognisance of any dispute between the Supplier and a Client.

Article 16: Modification

16.1 The Supplier is entitled to modify these General Terms and Conditions at all times. The most up-to-date version of these General Terms and Conditions is available through the Supplier's website.

These General Terms and Conditions have only been drawn up in English and deposited at the Chamber of Commerce in Utrecht, the Netherlands on June, 14 2012 under number 55249922.