Appendix A – Terms and conditions

General conditions
The TOP-SET Governors software & licenses are subject to the general terms and conditions of The ICT~Office Terms and Conditions and are filed with the Chamber of Commerce for the Central Netherlands under number 30174840. A copy of the general terms and conditions are provided herein.

Licensing conditions
See Appendix B – End User License Agreement

Validity of quotation
This offer is valid for thirty days from the date of the proposal.

Invoicing
Invoicing Software – one invoice will be submitted upon receipt of the Purchase Order.

Terms of Payment
30 days from receipt of our invoice. Invoice shall not to be issued before acceptance of the software by the Client upon the terms of this Agreement.

Value Added Tax
All prices exclude VAT which, where appropriate, will be added at the rate prevailing at the time of invoicing.

Other Taxes
Our prices exclude all local taxes, any with-holding taxes and any adjustment for differential between the Netherlands and local income tax levied on our consultants/products.

Order of Terms
The conditions applicable to this agreement consist of:
1. the above mentioned Terms and Conditions (app. A)
2. the Commercial Quotation
3. the End User License Conditions (app. B),
4. the Support and Maintenance Conditions (app. C),
5. the ICT-Office Terms and Conditions (general part), listed directly hereunder,
6. the Products and System Requirements (app. D and E)

In case of conflict between the provisions of the documents mentioned above, the provisions of the document indicated above with a lower number shall supercede those of a document with a higher number, unless expressly indicated otherwise.

ICT~Office Terms and Conditions

The ICT~Office Terms and Conditions are filed with the Chamber of Commerce for the Central Netherlands under number 30174840.

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1. Applicability of the ICT~Office Terms and Conditions

1.1 The ICT~Office Terms and Conditions have been drawn up by ICT~Office. The ICT~Office Terms and Conditions consist of the present General module and the following separate, specific modules: 1. Software license 2. Development of software 3. Maintenance of software 4. Application Service Provision, Software as a Service and Computer Service 5. Development and maintenance of a website 6. Webhosting 7. Secondment services 8. Courses and training programmes 9. Advice, consultancy and project management 10. Other services 11. Sale of ICT, telecommunication and office equipment and other goods 12. Renting out ICT, telecommunication and office equipment 13. Maintenance of ICT, telecommunication and office equipment 14. Internet access 15. Telecommunication services 16. Financing and leasing of ICT.

1.2 This General module of the ICT~Office Terms and Conditions shall apply to all offers and agreements whereby the Supplier provides the Client with any goods and/or services whatsoever and however described. The specific module or modules of the ICT~Office Terms and Conditions agreed between the Supplier and the Client shall also apply. If any part of this General module of the ICT~Office Terms and Conditions conflicts or is incompatible with any of the provisions of the specific module or modules of the ICT~Office Terms and Conditions agreed between the Supplier and the Client, the provisions of the specific module or modules in question shall prevail.

1.3 Where the ICT~Office Terms and Conditions refer to 'general terms and conditions', this shall be understood to mean the provisions of this General module in combination with the provisions of one or more agreed specific modules of the ICT~Office Terms and Conditions.

1.4 Additions to or deviations from these general terms and condition shall only apply where agreed in writing between the parties.

1.5 The applicability of any of the Client's purchasing or other conditions is expressly rejected.

1.6 If any provision of these general terms and conditions is null and void or is voided, the other provisions of these general terms and conditions will remain fully in effect. In this case, the Supplier and the Client will consult with one another to agree new provisions to replace the void or voided ones. In doing so, the purpose and meaning of the void or voided provision will be taken into account as far as possible.

2. Offers

2.1 All offers and other statements issued by the Supplier shall be subject to contract, except where specified otherwise in writing by the Supplier.

2.2 The Client shall guarantee the accuracy and completeness of the information that it submits to the Supplier and on which the Supplier bases its offer. The Client shall at all time exercise the greatest possible care to ensure that the requirements that the Supplier's services must meet are accurate and comprehensive. Measurements and information stated in drawings, pictures, catalogues, websites, quotations, advertising material, standard sheets etc. shall not have a binding effect on the Supplier, except where explicitly specified otherwise by the Supplier.

3. Price and payment

3.1 All prices are exclusive of turnover tax (VAT) and other government levies that have been or are later imposed. Except where agreed otherwise, all prices are in euros in all cases and the Client must effect all payments in euros.

3.2 All cost estimates and budgets issued by the Supplier shall be merely indicative, except where specified otherwise in writing by the Supplier. The Client may under no circumstances derive any rights or expectations from any cost estimates or budgets issued by the Supplier. An available budget made known by the Client to the Supplier shall under no circumstances apply as a (fixed) price agreed between the parties for the service to be provided by the Supplier. The Supplier shall only be obliged to notify the Client that there is a risk that a cost estimate or budget issued by the Supplier will be exceeded if this has been agreed between the parties in writing.

3.3 If the Client consists of more than one natural and/or legal persons, each of these persons shall be joint and severally liable in respect of payment of the amounts due on the basis of the agreement.

3.4 The relevant documents and information from the Supplier's administration or systems shall be conclusive evidence of the service provided by the Supplier and the amounts payable by the Client in return for this service, without prejudice to the Client's right to submit evidence to the contrary.

3.5 If the Client is subject to a periodic payment obligation, the Supplier shall be entitled to adjust the applicable prices and rates in writing subject to advance notice of at least three months. If the Client does not wish to agree to this change, the Client shall be entitled to terminate the agreement in writing with effect from the date on which the change is due to enter into force within thirty days following the date of notification. The Client shall not enjoy this right of termination, however, if the parties have agreed that the applicable prices and rates shall be adjusted subject to due observance of an index or other standard agreed between the parties.

3.6 The parties shall set out the date or dates on which the Supplier shall invoice the fee for the agreed services to the Client in the agreement. Amounts due shall be paid by the Client

in accordance with the payment terms that have been agreed or that are stated on the invoice. If no specific arrangements have been made, the Client shall effect payment within a period after the date of invoice to be determined by the Supplier. The Client shall not be entitled to suspend any payments or to offset any amounts due.

3.7 If the Client fails to pay the amounts due or to pay the amounts due in a timely manner, statutory commercial interest shall be payable by the Client on the outstanding amount without a demand or notice of default being required. If the Client still fails to pay the amount owed after receiving a demand or notice of default, the Supplier may refer the debt for collection, in which case the Client shall also be obliged to pay all in-court and out-of-court expenses in addition to the total amount due, including all costs charged by external experts.

4. Confidentiality and taking over of personnel

4.1 The Client and the Supplier shall ensure that all information received from the other party that is known or should reasonably be known to be of a confidential nature is kept secret. The party that receives such confidential information shall only use this information for the purpose for which it has been provided. Information shall in any event be regarded as confidential if it is designated as such by one of the parties.

4.2 During the term of the agreement and for one year following termination of the agreement, each of the parties shall only engage or otherwise employ, directly or indirectly, members of staff of the other party who are or were previously involved in the execution of the agreement after obtaining the prior written consent of the other party. Conditions may be attached to the aforementioned consent.

5. Privacy, data processing and protection

5.1 If the Supplier deems this to be necessary for the purpose of executing the agreement, the Client shall, upon request, notify the Supplier immediately in writing with regard to the manner in which the Client executes its obligations pursuant to legislation in respect of the protection of personal data.

5.2 The Client shall indemnify the Supplier against any claims by individuals whose personal data is recorded or processed within the context of a register of personal data maintained by the Client or for which the Client is responsible pursuant to the law or otherwise, unless the Client is able to demonstrate that the acts that form the basis of the claim are exclusively attributable to the Supplier.

5.3 Responsibility for the data processed using the service provided by the Supplier shall rest solely with the Client. The Client shall guarantee the Supplier that the content, the use and/or the processing of the data is not unlawful and does not infringe the rights of third parties. The Client shall indemnify the Supplier against legal claims by thirds parties, of whatever nature, in relation to this data or the execution of the agreement.

5.4 If the agreement stipulates that the Supplier is obliged to provide some form of information security, this security shall meet the specifications in respect of security agreed

between the parties in writing. The Supplier shall not guarantee that the information security will be effective under all circumstances. If the agreement does not include an explicit description of security measures, the security measures shall be of such a level that, having regard to the state of the art, the sensitivity of the data and the costs associated with the implementation of the security measures are not unreasonable.

5.5 If computer, data or telecommunications facilities are used during the execution of the agreement or otherwise, the Supplier shall be entitled to assign access or identification codes to the Client. The Supplier shall be entitled to change the access or identification codes assigned. The Client shall treat the access and identification codes as confidential and with due care and shall only disclose these codes to authorised members of staff. The Supplier shall under no circumstances be liable for any damage or costs arising from the use or misuse of access or identification codes, except where misuse was possible as a result of an act or omission on the part of the Supplier.

6. Retention of title and rights, creation of items and suspension

6.1 All objects delivered to the Client shall remain the property of the Supplier until such time as all amounts owed by the Client to the Supplier pursuant to the agreement concluded between the parties have been paid in full. A Client that acts as a retailer shall be entitled to sell and resell all objects that are subject to the Supplier's retention of title in so far as this is customary within the context of the normal course of its business. If the Client creates a new item (partly) from items delivered by the Supplier, the Client shall only create this item for the benefit of the Supplier and the Client shall retain the newly created item for the Supplier until such time as the Client has paid all amounts due pursuant to the agreement; in this case the Supplier shall remain the owner of the newly created item until the Client has met its payment obligations in full.

6.2 The property law consequences of retention of title in respect of an item that is destined for export shall be governed by the law of the State of destination if this law incorporates provisions that are more favourable for the Supplier in this regard.

6.3 Rights, including rights of use, shall be granted to the Client or transferred, where appropriate, subject to the condition that the Client has paid all of the fees due pursuant to the agreement concluded between the parties in full. If the parties have agreed that the Client shall be subject to a periodic payment obligation in respect of the granting of a right of use, the Client shall be entitled to the right of use for as long as it continues to meet its periodic payment obligation.

6.4 The Supplier may retain any items, products, proprietary rights, data, documents, software, data files and (interim) results of the service provided by the Supplier received or created within the context of the agreement, contrary to an existing obligation to deliver or transfer these, until such time as the Client has paid all amounts due to the Supplier.

7. Risk

7.1 The risk of loss, theft, misappropriation of or damage to items, products, data,

documents, software, data files or data (codes, passwords, documentation etc.) produced or used within the context of the execution of the agreement, shall pass to the Client when the Client or one of the Client's agents comes into actual possession of them. In so far as these objects are in the actual possession of the Supplier or one of the Supplier's agents, the Supplier shall bear the risk of loss, theft, misappropriation or damage.

8. Intellectual property rights

8.1 If the Supplier is willing to undertake to transfer an intellectual property right, such an undertaking may only be entered into explicitly and in writing. If the parties agree in writing that an intellectual property right in respect of software, websites, data files, hardware or other material specifically developed for the Client shall be transferred to the Client, this shall not affect the Supplier's right or option to use and/or to exploit the components, general principles, ideas, designs, algorithms, documentation, work, programming languages, protocols, standards and suchlike that form the basis of the development work for other purposes without any restrictions, on its own behalf or on behalf of a third party. The transfer of an intellectual property right shall also not affect the Supplier's right to carry out development work, on its own behalf or on behalf of a third party, that is similar or derived from the development work that is being carried out or has been carried out on behalf of the Client.

8.2 All intellectual property rights to the software, websites, data files, hardware or other materials such as analyses, designs, documentation, reports, quotations and related preliminary material developed or made available to the Client on the basis of the agreement shall remain exclusively vested in the Supplier, its licensors or its own suppliers. The Client shall only acquire those rights of use that are explicitly granted in these general terms and conditions and by law. Any rights of use granted to the Client shall be non-exclusive, non-transferable to third parties and non- sublicensable.

8.3 The Client shall not be permitted to remove or amend any details in relation to the confidential nature or in relation to copyrights, brand names, trade names or any other intellectual property right from the software, websites, data files, hardware or materials.

8.4 Even if the agreement does not explicitly provide for such authority, the Supplier shall be permitted to install technical provisions for the purpose of protecting the software, hardware, data files, websites and suchlike in relation to an agreed restriction on the content or the term of the right to use these objects. The Client shall under no circumstances be permitted to remove or circumvent such technical provisions or to arrange for this to be carried out.

8.5 The Supplier shall indemnify the Client against any legal claims from third parties based on the assertion that software, websites, data files, hardware or other materials developed by the Supplier itself infringe an intellectual property right of the third party in question, under the condition that the Client notifies the Supplier immediately in writing of the existence and content of the legal claim and leaves the disposal of the case, including any settlements effected, entirely to the Supplier. To this end, the Client shall provide the Supplier with the powers of attorney, information and cooperation that it requires in order to defend itself, where necessary in the name of the Client, against these legal claims. This

obligation to indemnify shall not apply if the alleged infringement relates to (i) materials made available to the Supplier by the Client for the purpose of use, adaptation, processing or incorporation, or (ii) changes made by the Client, or by a third party on behalf of the Client, to the software, website, data files, hardware or other materials, without the Supplier's prior written consent. If it is irrevocably established in court that the software, websites, data files, hardware or other materials developed by the Supplier itself constitute an infringement of any intellectual property right vested in a third party or if the Supplier believes that there is a good chance that such an infringement may occur, the Supplier shall, where possible, ensure that the Client can continue to use the software, websites, data files, hardware or materials delivered, or functionally similar alternatives. All other or further-reaching obligations to indemnify on the part of the Supplier shall be excluded.

8.6 The Client warrants that no rights of third parties preclude the provision to the Supplier of software, hardware, material intended for websites (visual material, text, music, domain names, logos, hyperlinks etc.), data files or other materials, including draft materials, for the purpose of use, adaptation, installation or incorporation (e.g. in a website). The Client shall indemnify the Supplier against all claims by third parties based on the assertion that such provision, use, adaptation, installation or incorporation constitutes an infringement of any rights of the third party in question.

9. Obligations to cooperate

9.1 The parties acknowledge that the success of activities in the field of information and communication technology generally depends on proper and timely mutual cooperation. In order to facilitate the proper execution of the agreement by the Supplier, the Client shall at all times provide the Supplier with all data or information that the Supplier deems to be useful, necessary and desirable and to give its full cooperation in a timely manner. If the Client deploys its own personnel and/or agents within the context of providing cooperation in the execution of the agreement, these personnel and agents shall have the necessary knowledge, expertise and experience.

9.2 The Client shall bear the risk of the selection, the use, the application and the management within its organisation of the software, hardware, websites, data files and other products and materials and of the services to be provided by the Supplier. The Client itself shall arrange for the correct installation, assembly and commissioning and for the application of the correct settings to the hardware, software, websites, data files and other products and materials.

9.3 If the Client fails to make the data, documents, hardware, software, materials or employees that the Supplier deems useful, necessary or desirable for the purpose of executing the agreement available to the Supplier, to make these available in good time or in accordance with the agreements, or if the Client fails to meet its obligations in any other way, the Supplier shall be entitled to suspend the execution of the agreement in part or in full and shall also be entitled to invoice the resulting costs in accordance with its standard rates, without prejudice to the Supplier's right to exercise any other statutory and/or agreed right.

9.4 If the Supplier's employees are carrying out activities on the Client's business premises,

the Client shall ensure that any facilities reasonably requested by these employees, such as a workspace containing computer, data and telecommunication facilities, are provided free of charge. The workspace and facilities shall meet all statutory and other applicable requirements in relation to working conditions. The Client shall indemnify the Supplier against any claims by third parties, including the Supplier's employees, who suffer injury in connection with the execution of the agreement as a result of an act or omission on the part of the Client or of unsafe situations within the Client's organisation. The Client shall notify the employees deployed by the Supplier of any applicable company rules or security rules prior to the commencement of the activities.

9.5 If use is made of computer, data or telecommunication facilities, including the internet, during the execution of the agreement, the Client shall be responsible for selecting the correct resources required for this purpose and for ensuring that these are available in full and in a timely manner, with the exception of those facilities that fall under the direct use and management of the Supplier. The Supplier shall under no circumstances be liable for losses or costs arising as a result of transmission errors, breakdowns or the non- availability of these facilities, unless the Client is able to demonstrate that these losses or costs are the result of intentional acts or deliberate recklessness on the part of the Supplier's management.

10. Delivery dates

10.1 All (delivery) periods and (delivery) dates agreed or specified by the Supplier shall be established to the best of the Supplier's knowledge on the basis of the information available to it at the time of entering into the agreement. Interim (delivery) dates agreed between the parties or specified by the Supplier shall in all cases be target dates, shall not have a binding effect on the Supplier and shall in all cases be merely indicative. The Supplier shall make every reasonable effort to observe final (delivery) periods and final (delivery) dates wherever possible. The Supplier shall not be bound by a (delivery) period or (delivery) date, final or otherwise, that can no longer be achieved as a result of circumstances outside of the Supplier's control that occurred after the date on which the agreement was concluded. The Supplier shall also not be bound by a (delivery) date or (delivery) period, final or otherwise, if the parties have agreed on a change to the content or scope of the agreement (additional work, change in specifications etc.) or a change in the approach to the execution of the agreement. If there is a risk that a time period will be exceeded, the Supplier shall consult with the Client in order to discuss the implications of the overrun for the rest of the schedule.

10.2 The mere fact that a (delivery) period or (delivery) date, final or otherwise, specified by the Supplier or agreed between the parties has been exceeded, shall not mean that the Supplier is in default. In all cases – therefore also in the event that the parties have agreed a final (delivery) period or (delivery) date explicitly in writing - the Supplier shall not be in default as a result of the fact that a delivery period or date has been exceeded until such time as the Client has given written notice of default. The notice of default must contain as comprehensive and detailed a description of the breach as possible, in order to ensure that the Supplier has the opportunity to respond adequately.

11. Termination and cancellation of the agreement

11.1 Both of the parties shall only be authorised to rescind the agreement as a result of an attributable failure to perform this agreement if the other party, in all cases following written notice of default providing as many details as possible and setting a reasonable term in which the breach can be remedied, attributably fails to meet its fundamental obligations arising from this agreement. The Client's payment obligations and all other obligations to cooperate imposed on the Client or on a third party to be engaged by the Client shall in all cases be regarded as fundamental obligations arising from the agreement.

11.2 If the Client has already received services for the purpose of executing the agreement at the time of rescission as referred to in Article 11.1, these services and the related payment obligation cannot be revoked unless the Client is able to demonstrate that the Supplier is in default in respect of a substantial part of these services. Any amounts that the Supplier has invoiced before rescission in connection with work that it has already duly carried out or services that it has duly provided for the purpose of executing the agreement, shall remain due in full, subject to due observance of the provisions of the preceding sentence, and shall become immediately due and payable at the time of rescission.

11.3 If an agreement that by its nature and content is not brought to a close is entered into for an indefinite period of time, this may be terminated in writing by either party following consultation and stating reasons. If the parties have not agreed a notice period, a reasonable period of time must be observed on termination. The parties shall under no circumstances be obliged to pay any compensation as a result of termination of the agreement.

11.4 The Client shall under no circumstances be entitled to terminate an agreement regarding the provision of services that has been entered into for a fixed term before the end of the term.

11.5 Either of the parties shall be entitled to terminate the agreement in part or in full, with immediate effect, in writing without notice of default if the other party is granted a moratorium of payments, provisionally or otherwise, if a winding-up petition is filed in respect of the other party, if the other party's company is wound up or terminated for reasons other than reconstruction or the merger of companies, or if there is a change in the individual or board that has decisive control over the Client's company. The Supplier shall under no circumstances be obliged to reimburse any sums of money that have already been received or to pay any compensation in the event of such termination. If the Client becomes bankrupt or is liquidated, the right of use of the software, websites and suchlike made available to the Client shall terminate by operation of law.

12. Liability of the Supplier

12.1 The total liability of the Supplier due to an attributable failure to perform this agreement or due to any other reason, explicitly including any failure to comply with a guarantee obligation agreed with the Client, shall be limited to compensation of the direct damage or loss not exceeding the sum stipulated for this agreement (excl. VAT). This limitation of liability shall apply mutatis mutandis to the Supplier's obligation to indemnify referred to in Article 8.5 of this General module. If the agreement is essentially a continuing

performance contract with a term of more than one year, the sum stipulated for the agreement shall be set at the total fees (excl. VAT) stipulated for one year. The total liability of the Supplier for direct damage or loss, for any reason whatsoever, shall, however, under no circumstances exceed €500,000 (five hundred thousand euro).

12.2 The liability of the Supplier for loss as a result of death, physical injury or due to material damage to items shall under no circumstances exceed €1,250,000 (one million two hundred and fifty thousand euro).

12.3 The liability of the Supplier for indirect damage or loss, resulting loss, loss of profit, loss of savings, reduced goodwill, loss due to business interruption, loss as a result of claims from the Client's customers, loss in connection with the use of items, materials or software provided by third parties that the Supplier is instructed to obtain by the Client and loss in connection with the engagement of secondary suppliers by the Supplier on the Client's instructions shall be excluded. The liability of the Supplier due to the scrambling, destruction or loss of data or documents shall also be excluded.

12.4 The exclusions and restrictions to the Supplier's liability, as described in the preceding paragraphs of Article 12, shall not affect the remaining exclusions and restrictions to the Supplier's liability set out in this General module and the other agreed modules of these general terms and conditions in any way.

12.5 The exclusions and restrictions referred to in Article 12.1 to 12.4 shall no longer apply if and in so far as the loss is the result of intentional acts or deliberate recklessness on the part of the Supplier's management.

12.6 Except where performance by the Supplier is permanently impossible, the Supplier shall only be liable as a result of an attributable failure to perform an agreement if the Client gives the Supplier immediate notice of default in writing, setting a reasonable term in which the breach can be remedied, and the Supplier still attributably fails to meet its obligations after this period. The notice of default must contain as comprehensive and detailed a description of the breach as possible, in order to ensure that the Supplier has the opportunity to respond adequately.

12.7 A condition for the existence of any right to compensation shall in all cases be that the Client notifies the Supplier in writing of the loss or damage as soon as possible after it occurs. Any claims for damages against the Supplier shall expire by the mere passage of twenty four months from the date on which the claim arose.

12.8 The parties acknowledge that active and constructive participation in an ICT-Mediation process is a reasonable and suitable measure for preventing or limiting the risk of damage or loss if this potential damage or loss is connected to failure by the Supplier to meet any contractual obligation or to meet such obligations properly and in good time. The Client therefore undertakes to actively, constructively and unconditionally participate in an ICT-Mediation process, at the Supplier's first written request, in accordance with the ICT-Mediation Regulations of the Foundation for the Settlement of Automation Disputes [Stichting Geschillenoplossing Automatisering], with its registered office in The Hague (see www.sgoa.org and www.sgoa.eu).

12.9 The Client shall indemnify the Supplier against all claims by third parties due to product liability as a result of a fault in a product or system delivered by the Client to a third party and that partly consisted of hardware, software or other materials provided by the Supplier, unless and in so far as the Client is able to demonstrate that the damage or loss was caused by this hardware, software or other materials.

12.10 The provisions of this article and all other restrictions and exclusions of liability referred to in these general terms and conditions shall also apply in favour of all (legal) persons that the Supplier engages to execute the agreement.

13. Force majeure

13.1 Neither of the parties shall be obliged to meet any obligations, including any guarantee obligation agreed between the parties, if it is prevented from doing so as a result of force majeure. Force majeure shall include: (i) a situation of force majeure encountered by the Supplier's own suppliers, (ii) failure by secondary suppliers engaged by the Supplier on the Client's instructions to duly meet their obligations, (iii) the defectiveness of items, hardware, software or materials provided by third parties that the Supplier has been instructed to use by the Client, (iv) government measures, (v) electricity failure, (vi) faults affecting the internet, computer network or telecommunication facilities, (vii) war, (viii) workload, (ix) strike action, (x) general transport problems and (xi) the unavailability of one or more members of staff.

13.2 If a situation of force majeure lasts for longer than ninety days, either of the parties shall be entitled to terminate the agreement in writing. The services already performed on the basis of the agreement shall in this case be settled on a pro rata basis, and the parties shall not owe one another any other amounts.

14. Changes and additional work

14.1 If the Supplier has carried out work or performed other services that fall outside of the content or scope of the agreed work and/or services at the request or with the prior consent of the Client, such work or services shall be paid for by the Client in accordance with the agreed rates. If no rates have been agreed, the Supplier's standard rates shall apply. The Supplier shall under no circumstances be obliged to comply with such a request, and where it does comply, it may require the Client to enter into a separate written agreement for this purpose.

14.2 The Client accepts that work or services as referred to in this article may affect the agreed or anticipated time of completion of the services and the mutual responsibilities of the Client and the Supplier. The fact that (the demand for) additional work arises during the execution of the agreement shall under no circumstances constitute grounds for the Client to terminate or rescind the agreement.

14.3 In so far as a fixed price has been agreed in respect of the service, the Supplier shall, upon request, notify the Client in writing regarding the financial implications of the additional work or services as referred to in this Article.

15. Transfer of rights and obligations

15.1 The Client shall not be entitled to sell and/or transfer the rights and/or obligations arising from the agreement to a third party.

15.2 The Supplier shall be entitled to transfer its rights to the payment of fees to a third party.

16. Applicable law and disputes

16.1 The agreements between the Supplier and the Client shall be governed by Dutch law. The applicability of the Convention on Contracts for the International Sale of Goods 1980 is excluded.

16.2 Any disputes that may arise between the Supplier and the Client on the basis of an agreement concluded between the Supplier and the Client or as a result of further agreements that arise from such an agreement, shall be settled through arbitration in accordance with the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes, with its registered office in The Hague, without prejudice to the right of either of the parties to request an injunction in summary arbitral proceedings and without prejudice to the right of either of the parties to take precautionary legal measures (see www.sgoa.org).

16.3 Contrary to the provisions of Article 16.2, either of the parties shall be entitled, however not obliged, to bring the matter before the District Court, Subdistrict Sector, if the matter relates to a dispute that according to the statutory rules governing jurisdiction falls within the subject-matter jurisdiction of the District Court, Subdistrict Sector. This shall only be the case, however, where the Supplier and/or the Client has/have not already brought arbitral proceedings for the resolution of disputes arising on the basis of the agreement concluded between the parties or further agreements that arise from such an agreement before the Foundation for the Settlement of Automation Disputes in accordance with the Foundation's Arbitration Regulations. If the matter is brought before the District Court, Subdistrict Sector, by one or more of the parties for processing and a decision, subject to due observance of the previous subclause, the District Court, Subdistrict Sector, shall have jurisdiction to process the matter and reach a decision.

16.4 Before instituting arbitral proceedings as referred to in Article 16.2, either of the parties shall commence ICT- Mediation proceedings in accordance with the ICT- Mediation Regulations of the Foundation for the Settlement of Automation Disputes in The Hague. ICT- Mediation proceedings in accordance with these regulations are aimed at mediation by one or more mediators. The other party shall undertake to actively participate in any ICT- Mediation proceedings that are instituted, and shall in any event be legally obliged to attend at least one joint meeting between the mediators and the parties, in order to ensure that this extrajudicial form of dispute resolution has a chance of success. Either of the parties shall be at liberty to terminate the ICT-Mediation proceedings at any time following an initial discussion between the mediators and the parties. The provisions of this subclause shall not prevent either of the parties from requesting an injunction in summary (arbitral) proceedings or from taking precautionary legal measures where they deem this to be

necessary (see www.sgoa.org and www.sgoa.eu).

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ICT~Office Terms and Conditions

Module 3 Maintenance of software

The ICT~Office Terms and Conditions are filed with the Chamber of Commerce for the Central Netherlands

1. Applicability

. 1.1 The ICT~Office Terms and Conditions consist of the General module as well as one or more specific modules per product or service. The provisions of this module shall apply in addition to the provisions of the General module in the event that the Supplier provides software maintenance services.

. 1.2 The provisions of this module are inextricably linked with the provisions of the General module. In the case of conflict between the provisions of the General module and the provisions of this module, the latter shall prevail.

2. Services

2.1 The Supplier shall carry out maintenance work on the software specified in the agreement between the parties. The maintenance obligation shall include the fixing of errors in the software in accordance with Article 3 of this module and - only where agreed in writing between the parties - the provision of new versions of the software in accordance with Article 4 of this module.

2.2 Except where agreed otherwise in writing, the Supplier shall not be obliged to carry out data conversion.

2.3 If the agreement stipulates that the service provided by the Supplier shall also include the provision of support to users of the software, the Supplier shall issue advice by telephone or e-mail on the use and operation of the software referred to in the agreement. The Supplier may impose conditions in relation to the qualifications and the number of contacts who are eligible for support. The Supplier shall deal with properly substantiated requests for support within a reasonable period of time and in accordance with its standard procedures. The Supplier shall not guarantee the accuracy, completeness or timeliness of responses or support provided. Except where agreed otherwise in writing, support shall only be provided on working days during the Supplier's standard business hours.

2.4 If the agreement stipulates that the service provided by the Supplier shall also include the provision of so-called 'standby services', the Supplier shall ensure that one or more members of staff are available during the days and times specified in the agreement. If this is the case, the Client shall be entitled to request urgent support from the members of staff on standby in the event of a serious failure in the operation of the software. The Supplier shall not guarantee that all failures will be corrected in a timely manner should this situation arise.

2.5 The maintenance and any other agreed services shall be carried out with effect from the day on which the agreement was concluded.

3. Provision of services

3.1 The Supplier shall make every effort to ensure that the services are provided with due care and in accordance with the arrangements and procedures agreed in writing with the Client where applicable. The Supplier shall provide all services on the basis of a best efforts obligation, unless and in so far as the Supplier has explicitly undertaken in the written agreement to achieve a specific result and the result in question is sufficiently determined.

3.2 The Client shall submit a detailed report of any errors identified in the software. Following receipt of the report, the Supplier shall make every effort to fix the errors and/or make improvements to future new versions of the software in accordance with its standard procedures. The results shall be made available to the Client in a manner and at a time to be determined by the Supplier, depending on the degree of urgency. The Supplier shall be entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the software. If no explicit agreements have been made in this regard, the Client itself shall install, set up, parameterise and tune the corrected software or the new version of the software provided, and adapt the hardware used and operating environment where necessary. The Supplier shall not guarantee that the software will operate with no interruptions, errors or defects or that all errors and defects will be fixed.

3.3 If the Supplier carries out the maintenance work online, the Client shall for its part ensure that the proper infrastructure and telecommunication facilities are in place in a timely manner. The Supplier shall be entitled to suspend or limit the maintenance work if the Client's infrastructure and telecommunication facilities do not meet the requirements imposed by the Supplier under number 30174840.

3.4 The Client shall lend any cooperation required by the Supplier for the purpose of the maintenance work, including the temporary suspension of use of the software by the Client if the Supplier deems this to be necessary. If the Client fails to lend the cooperation requested, the Supplier may suspend or limit the maintenance work. If the Supplier is providing services on the basis of information to be provided by the Client, this information shall be prepared in accordance with the conditions to be imposed by the Supplier and provided at the risk and expense of the Client. The Client shall at all times guarantee that all materials, information, software, procedures and instructions that it makes available to the Supplier for the purpose of providing the services is accurate and complete and that all data carriers issued to the Supplier meet the Supplier's specifications.

3.5 If the maintenance work relates to software that was not provided to the Client by the Supplier itself, the Client shall make the software source code and technical (development) documentation (including data models, designs, change logs etc.) available if the Supplier deems this to be useful, necessary or desirable for the purpose of carrying out the maintenance work. The Client shall guarantee that it is entitled to make this data and/or documentation available and that the rights of third parties do not prevent it from doing so. The Client shall grant the Supplier the right to use and adapt the software, including the source code and technical (development) documentation, within the context of performing the agreed maintenance work. The Client shall indemnify the Supplier against any claims by

third parties in relation to the provision of this data and/or documentation and the Supplier's use of the data and/or documentation provided within the context of the maintenance work.

3.6 The maintenance work by the Supplier shall not affect the Client's responsibility to manage the software, which includes monitoring settings, the use of the software and the manner in which the results obtained through the use of the software are used. The Client shall also be responsible for training given to and use by users, regardless of whether or not there is a relationship of authority between the Client and these users. If no explicit agreements have been made in this regard, the Client itself shall install, set up, parameterise and tune the (auxiliary) software and adapt the hardware used and operating environment where necessary, as well as achieving the interoperability desired by the Client.

4. New versions of the software

4.1 The maintenance work shall only include the provision of new versions of the software if and in so far as this has been agreed in writing. If the maintenance work includes the provision of new versions of the software, the provision of this software shall take place at the Supplier's discretion.

4.2 Once three months have passed since the date on which the Supplier provided an improved version of the software, the Supplier shall no longer be obliged to fix any errors in the previous version or to provide support and/or carry out maintenance work in relation to the previous version.

4.3 The Supplier may require the Client to enter into a new written agreement with the Supplier prior to the provision of a version with new options and functions, and is entitled to apply a new fee to this version. The Supplier may copy functionality from a previous version of the software unchanged, however it does not guarantee that each new version will incorporate the same functionality as the previous version. The Supplier shall not be obliged to maintain, change or add certain features or functionalities of the software specifically for the Client.

4.4 The Supplier may require the Client to adapt its system (hardware, software etc.) if this is necessary in order to ensure the proper functioning of a new version of the software.

5. Service Level Agreement

5.1 Any service level agreements shall in all cases only be entered into explicitly in writing. The Client shall notify the Supplier at all times of all circumstances that may affect the service and the availability of the service. If service level agreements are entered into, any periods of decommissioning announced in advance due to maintenance work or to circumstances outside of the Supplier's sphere of influence will not be taken into account when assessing availability. The assessment will be based on the service as a whole during the term of the agreement. Barring proof to the contrary, the availability measured by the Supplier shall be conclusive evidence.

6. Term

6.1 The agreement shall be entered into for the term agreed between the parties. If no term has been agreed, a term of one year shall apply. The term of the agreement shall be extended automatically by the term of the original period each time, unless the Client or the Supplier terminates the agreement in writing with due observance of a notice period of three months prior to the end of the period in question.

7. Payment

7.1 If an invoicing schedule has not been agreed, all fees relating to the maintenance of software and any other services set out in the agreement shall in each case be payable in advance each calendar month.

7.2 Fees in respect of the maintenance of the software and any other services set out in the agreement shall be due as of the date on which the agreement commences. The fees in respect of maintenance and any other services set out in the agreement shall be due regardless of whether the Client is using or has put the software into use, or whether it has taken advantage of the option to have maintenance work carried out.

8. Exclusions

8.1 The maintenance of the software shall not include the fixing of errors, defects or shortcomings arising from or related to: a) usage errors or the improper use of the software, including errors that occur during the data input process or in the data itself   b) changes to the software other than those carried out by or on behalf of the Supplier c) use of the software contrary to the applicable conditions or contrary to the instructions in the user documentation d) changes to or errors, defects or shortcomings in the hardware or software that is not included within the scope of the maintenance work to be carried out by the Supplier e) failure by the Client to have maintenance work carried out on the software in a timely manner f) the use of an older version of the software that is no longer maintained by the Supplier g) the recovery of scrambled or lost data h) other causes that are not attributable to the Supplier.

8.2 If the Supplier carries out maintenance work or other work in connection with the provisions of Article 8.1, the Supplier shall be entitled to invoice the costs of this maintenance work or other work in accordance with its standard rates. This shall not affect the other fees payable by the Client in respect of maintenance work.

Appendix B – End User License Agreement – TOP-SET Governors B.V.

This End User License Agreement (hereinafter: the "Agreement") applies to the TOP-SET Governors Software that accompanies this Agreement, including any documentation, as well as any future fixes, modified versions, updates and upgrades you have received or will receive resulting from a separate agreement (hereinafter "the Software").

Please read this Agreement carefully prior to using the Software. By installing copying or using the TOP-SET Governors Software you are consenting to become a party to this Agreement and agree to be bound by the terms and conditions herein. If you do not agree with the terms of this Agreement, do not install or use the TOP-SET Governors Software.

Article 1 License

1.1 Subject to all the terms of this Agreement, TOP-SET Governors grants you a limited, non-exclusive, personal, non-sublicensable, non-assignable license to install and use the Software provided to you by TOP-SET Governors. You may install and use the Software on a single computer or other device and install an additional copy of the Software on a second, portable device. The use of this additional copy is exclusively restricted to the primary user of the first licensed copy of the Software.

1.2 Instead of using your licensed copy of the Software on a single computer you may install and use your licensed copy of the Software on a file server for use on a private network and allow one access device to access and use the Software over this network. Each use and access by an additional access device of the Software that is thus stored on this private network device requires a separate license by TOP-SET Governors, notwithstanding the provisions on remote assistance in article 1.3.

1.3 The access and use of your licensed copy of the Software is permitted for other devices than your own access device for the sole purpose of providing you with technical support and maintenance services (remote assistance).

1.4 You may access and use your licensed copy of the Software by using remote access technologies (such as remote desktop features). This access and use with a remote access device is exclusively restricted to the primary user of the device hosting the desktop. It is however not permitted to use the Software on both the device hosting the remote desktop session and the access device at the same time.

1.5 The Software is licensed as a single product. Its component parts may not be separate for use on more than one device.

1.6 If you are not using a licensed copy of the Software, you are not allowed to install the Software or any future Software updates.

Article 2 Restrictions of use

2.1   Except as expressly permitted in this Agreement or by applicable law notwithstanding this limitation, you agree not to reverse engineer, de-compile, disassemble, alter, duplicate, modify, rent, lease, loan, sublicense, make copies of, create derivative works from, distribute or provide others with the Software in whole or in part.

2.2   You may transfer your copy of the Software from the device where it was originally installed to a different device. Immediately after the transfer, you must completely remove the Software from the former device.

2.3   You may transfer your rights under this license to another end user, provided it is a permanent transfer and provided you transfer this license, the Software and any related documentation, to a party who agrees to accept the terms of this License. Immediately after the transfer: 1) all your licenses and rights under this Agreement shall terminate 2) you will cease any and all use of the Software and 3) you will remove the Software from the device(s) where it was installed and you must destroy all copies of the Software that are in your possession or under your control. 4) you will inform TOP-SET Governors of the transfer of this license.

2.4   In order to be able to verify that you have a licensed copy of the Software, the Software contains a product activation technology which is designed to protect the Software against unlicensed use. In order to be able to activate your copy of the Software, you should follow the instructions that are presented to you during the launch sequence. You may also need to reactivate the Software if you modify your computer hardware or alter the Software.

2.5   You may not interfere with or disrupt the Software or servers or networks connected to the Software, or disobey any requirements, procedures, policies or regulations of networks connected to the Software.

2.6   Your rights under this license will terminate automatically without prior notice from TOP-SET Governors if you fail to comply with any terms of this Agreement, and continue to do so after TOP-SET Governors have given you written notice of such failure (which includes e-mail) and a period of thirty days has passed. In this situation TOP-SET Governors will be entitled to pursue any appropriate legal remedies and 1) all your licenses and rights under this Agreement shall terminate 2)

you will cease any and all use of the Software and 3) you will remove the Software from the device(s) where it was installed and you must destroy all copies of the Software that are in your possession or under your control.

Article 3 Your representations, warranties and indemnification

3.1   You represent and warrant that you have the legal right to enter into this Agreement and to comply with its terms; you will use the Software for lawful purposes only and in accordance with this Agreement and all applicable laws and regulations; you will not attempt to overcome any technical protection methods or security measures with respect to the Software; and you will always provide complete and accurate information as requested by TOP-SET Governors.

3.2   You indemnify and hold harmless TOP-SET Governors and its affiliates, parent companies, subsidiaries, officers, directors, employees, agents and suppliers against any third party claims and all related liabilities, damages, settlements, penalties, fines, costs and expenses incurred by TOP-SET Governors arising out of or relating to your breach of any provision of this Agreement and/or any applicable laws and/or rights of third parties and/or use or misuse of the Software.

Article 4 Disclaimer of Warranties

4.1   The Software is provided "as is" and there are no warranties, claims or representations made by TOP-SET Governors, either express, implied, or statutory with respect to the Software, including warranties of quality, performance, non-infringement, merchantability, or fitness for a particular purpose. TOP-SET Governors does not represent or warrant that the Software will always be available, reliable, accessible, uninterrupted, timely, secure, accurate, complete or error-free.

Article 5 Limitation of Liability

5.1   TOP-SET Governors, its affiliates, parent companies, subsidiaries, officers, directors, employees, agents or its suppliers shall in no event be liable, whether in contract, warranty, tort (including negligence), strict liability or product liability, for any indirect, incidental, special, indirect or consequential damages (including without limitation any loss of data, service interruption, computer failure or pecuniary loss) arriving out of or in connection with the use or the inability to use the Software, the provision of or failure to provide support or other services, information, software, or

otherwise in connection with the provision of this Agreement, even if TOP-SET Governors or any supplier has been advised on the possibility of such damages.

5.2 In any event the entire liability of TOP-SET Governors and any of its suppliers for damages incurred by you will be limited to the total amount of fees paid by you for the use of the Software.

5.3 The provisions of article 5 will apply to the maximum extent permitted by applicable law.

Article 6 Changes to or suspension of use of the Software

6.1 TOP-SET Governors reserves the right to modify, alter and/or improve the Software. TOP-SET Governors has no obligation to make available to you any subsequent versions of the Software, unless explicitly agreed as part of a separate support and maintenance agreement.

6.2 To use updates to the Software, you must first be licensed for the software identified as eligible for the update. After installing the update, you are required to cease the use of the original Software which formed the basis of your eligibility to update, except as part of the update Software.

6.3 Only a valid support and maintenance agreement with TOP-SET Governors with respect to the Software gives you any entitlement to free updates of the software.

Article 7 Intellectual Property

7.1 The Software contains intellectual property rights (including, but not limited to copyrights and trade mark rights), which are protected by intellectual property laws. Title to and ownership of the Software are and shall remain the exclusive property of TOP-SET Governors and its suppliers, except for the limited license to use the Software granted to you. TOP-SET Governors reserves all right, title and interest in and to the Software. This Agreement does not imply any transfer of intellectual property rights to you. You are not allowed to remove from and change in the Software any designation or sign concerning or including copyrights, trade marks, trade names or other intellectual or industrial property rights of TOP-SET Governors and/or its suppliers.

7.2   You acknowledge that any unauthorized copying or unauthorized use of the Software or intellectual property rights constitutes a violation of this Agreement and applicable intellectual property laws and is strictly prohibited.

Article 8 Third party websites

8.1   TOP-SET Governors may at times provide links to third party websites. These third party websites are not under control of TOP-SET Governors and TOP-SET Governors does therefore not have any responsibility or liability for any information, data, communications or materials available on third party websites.

Article 9 Termination

9.1   This Agreement will be effective from the date that you accept the terms and provisions of this Agreement by installing, copying or using the TOP-SET Governors Software., or any other action indicating your consent to this Agreement

9.2   You have the right to terminate this Agreement at any time, under the conditions of this Agreement and more specifically the conditions as described in article 9.3. TOP-SET Governors has the right to terminate this Agreement at any time, with or without cause, by providing notice to you and/or preventing your access to the Software.

9.3   Upon termination of the Agreement for any reason: 1) all your licenses and rights under this Agreement shall terminate 2) you will cease and desist any and all use of the Software and 3) you will remove the Software from the device(s) where it was installed and you shall destroy all copies of the Software that are in your possession or under your control.

Article 10 Support and maintenance
10.1   In the event you and CGE have entered into a support and maintenance agreement, you will be entitled to:

- 10.1.1   Support by the helpdesk through the contact details specified in the support and maintenance agreement;
- 10.1.2   Bug fixing as specified in the support and maintenance agreement;
- 10.1.3   Free updates and free upgrades of the Software within your license level.

10.2   All services under the support and maintenance agreement will be provided on a best efforts basis, without any guarantees as to any results.

10.3   Unless explicitly stated otherwise in the support and maintenance agreement, the support and maintenance agreement will be valid for the term of one (1) year, and will automatically be renewed for subsequent terms of one (1) year, unless one of the parties terminates the support and maintenance agreement by written notice against the end of the then current term, taking into consideration a notice period of at least two (2) months.

Article 11 Miscellaneous

11.1   The terms set forth in this Agreement constitute the final, complete, and exclusive Agreement with respect to the Software and may not be contradicted, explained or supplemented by evidence of any prior agreement, contemporaneous oral agreement or any consistent additional terms.

11.2   All provisions which must survive in order to give effect to their meaning, shall survive any expiration or termination of this Agreement, including without limitation all of your representations, warranties and indemnification obligations.

11.3   Should any part of this Agreement be held invalid by any court or tribunal, such invalidity shall not affect the validity of any remaining part, which will remain in full force and effect as if this Agreement had been executed without that part having been held to be invalid. Furthermore in such cases the parties shall be deemed to have replaced the invalid provision with a valid provision which corresponds as closely as possible to the legal and economic purpose of the invalid provision.

11.4   TOP-SET Governors reserves the right to change or modify any of the provisions of this Agreement at any time at its sole discretion. In such case it shall notify you at a minimum of 30 days prior to such change becoming effective. Your continued use of the Software after this period will constitute your acceptance of such changes.

11.5   This License as well as all disputes arising out of or in connection with this Agreement shall be governed by the laws of the Netherlands. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, The Netherlands.

TOP SET® GOVERNORS

Appendix C - Support & Maintenance

Introduction

TOP-SET Governors offers Support & Maintenance as an option for the tools we provide. We strive to give customers maximum value: professional support, free updates and upgrades and much more. Below you will find a description of everything you will get when you purchase Support & Maintenance.

Please note that frontline support is outsourced to CGE Risk Management B.V., who have worked with TOP-SET Governors software for the past 5 years.

Any support call that cannot be resolved by frontline support is escalated to TOP-SET Governors software engineers.

- **Professional, very responsive support**

With all our software Support & Maintenance agreement comes free telephone support during CET office hours (9 AM – 5 PM) and e-mail support (response time < 4 hours). Our help desk is very professional and very responsive; support calls are on average resolved within one hour!

- **Visual Support: We show you the answer**

Our support engineers are trained in communication and have been selected for their communication skills. We prefer to show you, with screenshots and other visual aids, the answer to your question. Our software support is there to make your life easier; we can even do remote diagnosis and resolution of an issue on your pc at your request.

- **Not just tech support: methodological best practices**

We do not have HSE experts on our helpdesk, but we do have support engineers that are very familiar with the methodological best practices and who are in regular contact with a network of risk management consultants.

- **TOP-SET Governors BlackBox and Investigator 3: free updates & free upgrades**

All of our software is under active development and new features are released regularly. If you have a valid Support & Maintenance agreement, you get free updates and free upgrades of the version of your product.

You will be entitled to all bug fixes that have been released for the software version that you have purchased. Please note that if your software is behind a corporate firewall you may need to manually update the software via your corporate IT department.

The software support and maintenance agreement gives access to free upgrades of the version of the software purchased.

With respect to the software there are many exciting developments coming up this year.

- **Your feature requests take priority**

By purchasing Support & Maintenance, you are supporting the development of our software. That is why your feature requests will take priority over others who have not purchased Support & Maintenance. We cannot guarantee all feature requests will make it into the software, but with a valid Support & Maintenance agreement you have a right to ask for a proper motivation.

TOP-SET Governors Support Details

Telephone + 31 (0) 88 1001 350

Fax +31 (0) 88 1001 349

Email support@topsetgovernors.com

Appendix D – Products

TOP-SET Governors BlackBox Software

TOP-SET Governors Investigators' BlackBox is a unique software program that leads you through every stage of the incident investigation process to quickly and automatically produce:

- A Cause Tree
- SMART Actions
- A detailed Incident Investigation Report

This essential piece of investigative software not only structures the incident investigation process, it saves days of management time (and cost) and gives immediate and consistent results.

Incident investigation, in many organisations, can be time consuming and involve several people at a time, even when near hits (misses) or low-risk incidents are being investigated. With this in mind, the TOP-SET Governors Investigators' BlackBox has been designed to speed up the process, while providing you with high quality output that you can act upon straight away. It enables low-risk investigations to be carried out in a straightforward, standardised way and provides results in less than an hour.

TOP-SET Governors 'Investigator 3' Software

'Investigator 3' is a very sophisticated but easy to use investigation program that has been fully tested in industry, including use in major investigations. This program helps with everything, from planning the investigation right through to preparing storyboard and root cause analysis charts, and goes beyond this to help generate recommendations and produce a report.

The software guides users through a full investigation process, involving entering initial notes about the incident, investigating what occurred, analysis, creating actions, and preparing a report of findings. Its simplicity and ease of use mean that it can be used by people with any level of incident investigation experience. Users can carry out investigations much more efficiently, conserving resources, while also creating a much safer working environment.

Appendix E – System Requirements

TOP-SET Governors software products are supported on the following Windows operating systems:

· Windows Vista (32-bit or 64-bit)

· Windows 7 (32-bit or 64-bit)

· Windows 8 (32-bit or 64-bit)

· Windows 8.1 (32-bit or 64-bit)

· Windows Server 2003 R2 (32-bit or 64-bit)

· Windows Server 2008 R2 (64-bit)*

· Windows Server 2012 (64-bit)**

*Windows Server 2008 R2 is available only in 64-bit architecture
**Windows Server 2012 is available only in 64-bit architecture

Additionally, for running our products the following prerequisites are required:

· Microsoft .NET Framework 3.5 SP1 or higher