**GAMMA IT SOLUTIONS SOFTWARE TERMS AND CONDITIONS FOR
STANDARD PACKAGED COMMERCIAL SOFTWARE APPLICATIONS**

1. Offer and agreement

These General Terms & Conditions shall be applicable to all offers and agreements of GAMMA IT SOLUTIONS N.V. to be named hereinafter: "GAMMA", whereby GAMMA or a representative, agent, or dealer authorized to act on GAMMA's behalf, supplies goods and/or services of whatever nature to CLIENT, also if these goods or services are not described (in further detail) in these Terms & Conditions, unless expressly agreed otherwise between parties in writing. All offers are without engagement. Any purchase conditions or other conditions of client shall not be applicable, unless explicitly accepted by GAMMA in writing.

2. Price and payment

2.1. All prices are exclusive any taxes or levies imposed by the authorities if not mentioned otherwise on the invoice.

2.2. All invoices shall be paid by client in conformity with the terms of payment stated on the invoice which is usually 30 days unless otherwise agreed upon with the CLIENT.

2.3. In the event that client does not pay the amounts due within the agreed term, client shall owe the legal interest on the outstanding amount at 2% of the overdue amount per month after due date, without any notice of default being required. In the event client continues to fail to pay the claim after notice of default, the claim may be passed to a third party, in which case client will also be obligated to fully pay in addition to payment of the total amount then due extra judicial and judicial collection charges, lawyers' fees included.

3. Confidential information

Either party shall take the precautionary measures to be taken in reason, in order to keep secret information of a confidential nature received from the other party. GAMMA specifically guarantees not to disclose by any means, any information of the clients business.

4. Ownership retention

A right of use shall only become effective after client has timely and fully paid the compensation due for it. In as far as there is question of goods supplied to client, they shall remain the property of supplier until client will have paid all amounts due on whatever account.

5. Risk

As of the moment that the software has been made available to client, it shall be fully for client's account and risk.

6. Rights of GAMMA and client

6.1. The copyright, as well as any other rights of intellectual or industrial property on all software, equipment, or other materials (such as: analysis, designs, documentation, reports, offers), as well as (other) preparatory material thereof, or alterations made in the software during the term of the agreement, shall exclusively rest with GAMMA or its licensors. Client only obtains the right of use thereof, which rights are explicitly granted by these Terms & Conditions, all this unless explicitly agreed otherwise in a written document signed by the management of GAMMA and client.

The client may not alter, decompile, reverse engineer, disassemble, or reverse translate or in any other way derive or try to derive source code from the software.

Employees or representatives of GAMMA can only do alterations of, or additions to the program. Only with written approval of GAMMA other parties may change or enhance the program.

The program, all parts of the program, all tailor made software, the physical appearance of the program and the technical innovations used to develop the program also if any of them were suggested or specified by the client will always remain intellectual property of GAMMA.

Copies of the program, copies of parts of the program or reproductions of the program using the same interface structure, appearance or technical innovations used to develop the program may not be made without written approval of GAMMA.

6.2. Client shall not be allowed to remove or change any indication concerning copyrights, trademarks, tradenames, or other rights of intellectual or industrial property from the software, equipment, or materials, including indications concerning the confidential nature and secrecy of the software.

6.3. GAMMA shall be allowed to take technical measures for the protection of the software. If GAMMA has secured the software by means of technical protection, client shall not be allowed to remove or evade this security. If the consequence of the security measures is that client is unable to make a backup of the software, GAMMA shall place a backup of the software at client's disposal upon client's request, without extra charge.

6.4. Except in case that GAMMA places a backup of the software at client's disposal, client shall have the right to make no more than one backup of the software. Client does not have the right to copy the documentation belonging to the software in whole or in part. For the purposes of these General Terms & Conditions a backup shall be understood to be: a tangible object on which the software is recorded, exclusively for the replacement of the original copy of the software in case it is involuntarily lost or damaged. The backup shall be an identical copy, and shall always be provided with the same labels and indications as the original one.

6.5. Wherever there is question in these General Terms & Conditions of rights or obligations regarding errors, errors in standard software shall be understood to be: not being in conformity with the user documentation. There is question of an error in tailor made software, if the software is not in conformity with the specifications explicitly agreed on, or in the absence thereof, with the written functional specifications provided by GAMMA.

There shall only be question of an error if it can be reproduced. In case client establishes errors in the software, it shall promptly inform the supplier hereof in writing.

7. Infringement of rights of GAMMA

7.1. In the event of any infringement by client of the obligations imposed on client in Article 6, GAMMA shall have the right to terminate client's right of use at once, and to demand prompt return of all software and backups thereof. Furthermore GAMMA shall have the right to charge client for each backup made in violation of aforementioned obligations, or use made in violation thereof, the price then in effect at GAMMA of the software package improperly used. In addition to this, client shall owe GAMMA an immediately payable penalty of US$. 10,000,- in case of violation of any obligation in Article 6.

7.2. Client shall be responsible for it that its employee(s) and any third parties it uses in the execution of this agreement, will comply with the obligations set forth in these General Terms & Conditions. GAMMA shall have the right to verify at client's whether the software is used in the way set forth in Article 6; client shall give any cooperation desired for such verification.

8. Cooperation by client

8.1. In view of the necessity that client cooperates in the execution of the agreement, client shall always provide GAMMA with all useful and necessary data or information in time, and if this is necessary for the execution of the agreement by GAMMA, client shall give entry to client's buildings and place the necessary facilities at GAMMA disposal.

8.2. Client shall be responsible for the use and a correct application in its organization of the equipment, software and the services to be rendered by GAMMA, as well as for accounting and calculation methods to be applied, and the security of data.

8.3. If it has been agreed that client will make equipment, materials or data on data carriers available, this shall meet GAMMA's specifications necessary for the execution of the work. Client guarantees that there are no rights that are opposed to using or making such equipment, software, materials, or data available, and client shall indemnify GAMMA against any action based on the allegation that such use or making available infringes any right of third parties.

8.4. In the event that data required for the execution of the agreement are not, not timely, or not in conformity with the arrangement, at the disposal of GAMMA, or in the event client does not fulfill its obligations in another way, GAMMA shall have the right to suspend the execution of the agreement, and GAMMA shall have the right to charge additional costs in accordance with the usual rates of GAMMA.

9. Liability of GAMMA; indemnity

9.1. GAMMA accepts legal obligations to pay damages in as far as this appears from this Article 9.

9.2. In the event of culpable failure to comply with the agreement, GAMMA shall only be liable for the maximum of the amount already invoiced by GAMMA under the agreement. Any liability of GAMMA for any other form of damage shall be precluded, including additional damages in whatever form, compensation of consequential damage, or damage due to profits lost.

9.3. Furthermore, GAMMA shall not be liable in any way for damage due to malfunctioning of the software, due to delay, damage due to loss of data, damage due to overrun of terms of delivery because of changed circumstances, damage due to giving inadequate cooperation, information, or materials by client, and damage due to information or advice given by GAMMA.

9.4. If and in as far as the agreement is a standing contract, the damages on account of culpable failure to comply with the agreement shall never exceed the price stipulated in the agreement in question for performances of GAMMA in the period of three months preceding the failure of GAMMA. The amounts and prices meant in Article 9.4. shall be reduced by credits negotiated by client and granted by GAMMA.

9.5. Client shall indemnify GAMMA from and against all damage that GAMMA might suffer due to claims of third parties related to goods supplied or services rendered by GAMMA, including:

- Claims of third parties, employees of client included, who suffer damage due to tortious acts of employees or representatives of GAMMA who have been placed at the disposal of client, and work under its supervision or on its instructions;

  Claims of third parties, including employees or representatives of GAMMA, who, in connection with the execution of the agreement, suffer damage, which is due to acts or omissions of client or of unsafe situations in its enterprise;

- Claims of third parties suffering damage due to a defect in products supplied or services rendered by GAMMA, which were used by client, changed or sold while adding, or in conjunction with, its own products, software, or services.

9.6. All dealers, subcontractors, agents, and representatives of GAMMA, or others who are employed by, received an order of, or were appointed by GAMMA, each of them individually, shall enjoy the same protection and be entitled to the same preclusions, exemptions, and restrictions of liability, as are in force for GAMMA under these General Terms & Conditions.

10. Force majeure

GAMMA is not obligated to fulfill any obligation, if it is prevented from fulfilling it due to a circumstance for which it is not to blame, nor accountable for under the law, legal act, or interpretation prevailing in social and economic intercourse.

11. Replacement void provisions

If any provision in these General Terms & Conditions is void, or is annulled, the other provisions in these General Terms & Conditions shall remain in full force and effect, and GAMMA and client shall consult with each other in order to agree on new provisions for the replacement of the void or annulled provisions, whereby the objective and purport of the void or annulled provision will be observed as much as possible.

12. Applicable law and disputes

12.1. The agreements between GAMMA and client shall be governed by the Aruba or Curaçao law.

12.2. Any dispute which might arise between GAMMA and client in connection with the agreement concluded by GAMMA with client, shall be settled by the competent judge in Aruba, Curaçao, Sint Maarten or The Netherlands.

RIGHTS OF USE OF SOFTWARE

The following provisions shall apply to all software supplied by GAMMA to client. The term software shall also include the computer programs recorded on material readable by the computer and the documentation belonging thereto, all this including any new versions to be supplied.

13. Right of use of software

13.1. GAMMA only grants client the non exclusive right of use of software for the processing of data as described in the documentation belonging to the software, for the duration of the agreement. Unless explicitly agreed otherwise in writing, and without prejudice to the other provisions in these Terms, the right of use granted by GAMMA to client, exclusively comprises the right to load and visualize the software, or to rectify errors in the software.

13.2. Client may only use the software, in its entirety or any part thereof, on multiple processors simultaneously. In case the right of use granted to client is meant for the support of the functions of a local network, user shall have the right to make this software available for use on all computers directly connected to this local network, albeit in such a way that no more computers can make use of the software simultaneously than for which the right of use was granted.

In no case can the software be installed on more than one hard disk unless with written approval of GAMMA.

13.3. Without written permission of GAMMA, the right of use shall not be transferable to third parties. Client is not allowed to sell, lease out, or alienate the software or transfer it for security, or to place it at the disposal of any third party in whatever way. Client shall not alter the software or give it in use to third parties. The source code of the software shall not be placed at client's disposal.

14. Warranty

14.1. During a period of 3 months after delivery GAMMA shall rectify any possible errors in the software to the best of its ability. GAMMA does not guarantee that the software will work without interruption or errors, or that all errors will or can be rectified.

Rectification shall be free of charge. GAMMA can charge the cost of rectification in case of user errors of client, in case the errors were reported more than 3 months after delivery of the software or software upgrade, in case the software was tailor made software and errors were due to incorrect specifications or instructions of the client, or other causes for which GAMMA cannot be blamed. Restoration of data lost shall never be included in the warranty.

14.2. Client shall notify GAMMA of errors found in the software in writing and in accordance with the usual procedures of GAMMA. After receipt of the notification GAMMA shall promptly start to rectify any errors to the best of its ability. Depending on the urgency, the results shall be made available in the for GAMMA usual way.

14.3. GAMMA warrants the physical media on which the SOFTWARE is distributed to be free from defects and shall replace any such media free of charge.

14.4. Gamma provides the software "as is" without warranty of any kind, either express or implied, including the implied warranties of fitness for a particular purpose or merchantability. In no event shall GAMMA be liable to the client for any damages, including any loss of profits, lost savings, or other incidental or consequential damages arising out of the use or inability to use this software for any purpose.

14.5. GAMMA warrants that the software does not infringe upon any patent, copyright, trademark, trade name, trade secret or other intellectual property right of any third party.

14.6. GAMMA warrants that the software shall be free from computer viruses.

14.7. GAMMA shall specify the minimum requirements for the hardware and operating system(s) of the computer system where the program needs to be installed. If the system does not comply with the specifications or if the system has errors or defects that causes the software program to fail, then all warranties of article 14 will be void and the Client will be liable for any cost GAMMA made to install or setup the software to the client.

DEVELOPMENT OF TAILOR MADE SOFTWARE

The following provisions shall apply if GAMMA develops software by order of the client. This entails software that is requested to be made for the client to be used as an extension of a Standard Packaged Commercial Software Application. The term software shall be understood to mean computer programs recorded on material readable by the computer, and the documentation belonging thereto.

15. Development of tailor made software

15.1. Parties shall specify in writing what software is to be developed. GAMMA shall have the development of software carried out with care, either on the basis of data to be furnished by client and the completeness of which is guaranteed by client, or on the basis of a functional design developed by GAMMA and approved by client.

15.2. If it has been agreed that the development of the software will take place in phases, GAMMA may postpone the work belonging to a next phase, until client has approved the results of the preceding phase in writing.

15.3. Client shall obtain the right of use of the software in its enterprise as agreed with GAMMA in writing. In the absence of such an agreement, the right of use as set forth in Article 15 shall apply. The source code of this software shall not be made available to client, and client shall not have the right to alter this software.

15.4. If the development of software for client takes place on the basis of a fixed price, GAMMA shall have the right to demand payment from client at or just before delivery of each phase.

15.5. The copyright, as well as any other rights of intellectual or industrial property on the tailor made software, even if specified in detail by the client, remains with GAMMA. Client only obtains the right of use thereof.

15.6. All other provisions of these General Terms and conditions are in effect with this tailor made software as well.

15.7 GAMMA may decide to make requested custom changes or additions to the software, as agreed with one client, available to all other clients in a regular upgrade.

16. Alterations/extra work in tailor made software

16.1. Client accepts that, if parties agree that the work to be delivered will be expanded or altered, this can affect the time of completion of the work. GAMMA shall inform client thereof as soon as possible.

16.2. If a fixed price was agreed on for the work, GAMMA shall inform client in advance, if an expansion or alteration as meant above will affect the price agreed on.

16.3. In the event that after the conclusion of the agreement to develop the functional design and/or to develop software, additions, and/or expansions, and/or alterations are agreed on in mutual consultation between parties, this shall be deemed extra work, and shall be charged by GAMMA to client on the conditions and at the rates then in force.

17. Delivery and acceptance of tailor made software

17.1. GAMMA shall deliver the software to be developed to client in conformity with the specifications laid down in writing. The delivery shall be completed after the software has been placed at client's disposal or, if this has been agreed, after installation of the software at client's.

17.2. The software shall be deemed to have been accepted after delivery. If an acceptance test on the basis of the functional specifications has been agreed on by parties in writing, the software shall be deemed to have been accepted by client after acceptance, or three months after delivery if client has not informed GAMMA of errors in writing in conformity with the provisions in Article 17.4, or after rectification of the errors reported.

17.3.
17.4. If it appears during the conduct of the acceptance test that the errors in the software hamper the progress of the acceptance test, client shall inform GAMMA hereof in detail and in writing, in which case the testing period of three months shall be interrupted until the software essentially functions in conformity with the specifications laid down in writing.

17.5. If it appears during the conduct of the acceptance test that the software contains errors, client shall inform GAMMA of the errors in a written and detailed acceptance report immediately upon the termination of the testing period. In that case GAMMA shall rectify the errors

reported within a reasonable period of time. Rectification shall be free of charge, if the software was developed for a fixed price. The software shall be deemed to have been accepted by client, if it functions essentially in conformity with the specifications laid down in writing.

18. Warranty of tailor made software

18.1. If software was developed for a fixed price, GAMMA shall rectify any possible errors in the software to the best of its ability during a term of 3 months. GAMMA does not guarantee that the software will work without interruption or errors, or that all errors will or can be rectified.

Rectification shall be free of charge. GAMMA will charge the cost of rectification in case of user errors of client, in case the errors were reported more than 3 months days after delivery of the software, if the errors were due to incorrect specifications or instructions of the client, or other causes for which GAMMA cannot be blamed. Restoration of data lost shall never be included in the warranty.

18.2. Client shall notify GAMMA of errors found in the software in writing and in conformity with GAMMA's usual procedures. After receipt of the notification GAMMA shall promptly start to rectify any possible errors to the best of its ability. Dependent on the urgency, the results shall be made available in the for GAMMA usual way.

19. Installation of tailor made software

If agreed in writing, GAMMA shall take care of the installation of the software developed for client on a date to be determined by parties in mutual consultation, at the rates and on the conditions then in force. Taking care of such installation shall be restricted to the following activities:
- inventorying and filling in the parameters of the tailor made software;

- Technical preparation of making the tailor made software available and implementation of the tailor made software on the computer, as laid down by parties in advance in writing. Subsequently, GAMMA shall confirm to client that the tailor made software, or parts thereof, is operational.

LICENSE, MAINTENANCE AND SUPPORT

20. Scope of Services

GAMMA or a representative, agent, or dealer authorized to act on GAMMA's behalf, agrees to provide the use of computer software in combination with maintenance and support to the CLIENT. Any purchase conditions or other conditions shall not be applicable, unless explicitly accepted by the parties in writing.

21. Maintenance

Maintenance shall be understood as the insurance of GAMMA that the software's source codes are continuously updated and that capable personnel will be available at GAMMA to assist the CLIENT with questions and problems.

Maintenance shall also be understood as placing new versions of the software at the disposal of the CLIENT free of charge. These new versions of the software can be downloaded from the website of GAMMA, picked up at the offices of GAMMA or sent by email to the CLIENT. If the CLIENT wishes another way of delivery, then GAMMA will charge the CLIENT for the delivery c.q. installation only, based upon its prevailing billing rates.

A new version shall be understood to be: A new version of the software which remedies defects in it, or which improves the logical coherence, or contains adaptations of the software in connection with changes in existing legislation or another measure introduced by the authorities.

In the event that the placing of a new version involves substantial changes, GAMMA retains the right to ask an additional compensation, based on its hourly rate, for providing such a major new version with new possibilities and functions.

After providing a new version, GAMMA will no longer be obligated to maintain the old version software.

Within 3 months after the creation of a new version of the software, GAMMA shall offer this new version to the CLIENT.

Errors reported after delivery of the new version of the software will be corrected free of charge. Restoration of data lost shall never be included in the warranty.

GAMMA shall carry out the maintenance in conformity with the provisions of this contract.

22. Support of software

Support of software shall be understood to be: Free email or phone support during office hours (Monday-Friday, 8.00-17.00 hr.).

Gamma will determine the manner in which this maintenance service is to be rendered. If, after consulting with the CLIENT, email or phone support is not sufficient for certain issues and then on-site or remote support will be the next option at a time to be determined by Gamma. On-site and remote support will always be charged according to the current hourly rates of GAMMA, sufficiently known by Client and which rates will be amended from time to time by Gamma If the initial e-mail, phone- or remote support did not solve the problem to the satisfaction of the CLIENT, then the CLIENT must confirm this via email with a short description of the problem so GAMMA can supply further assistance.

23. Term

This contract is entered into for the term of the moment of signing the quotation and ending on the 31st of December of that same year. The term or any extension thereof is not cancellable and may not be terminated except as stated herein. After this term, unless otherwise agreed to by the parties, this contract shall automatically renew for successive twelve (12) month period unless terminated by either party in writing through registered mail or bailiffs writ at least 60 days prior to this extension.

24. Fees

The CLIENT shall be due without deduction, set off or any a suspension, the annual license fee as stated on the signed quotation to GAMMA. GAMMA will invoice the CLIENT in advance for each year for the upcoming year.

The first fee will be invoiced after the signing of the quotation and the amount of the yearly license fee is the pro rata amount for the remainder of the current calendar year.

Gamma is only authorized to adjust the fees at time of renewal of the contract and has to notify the Client in writing at least 60 days prior to expiration / renewal. The yearly license fee will always be adjusted in case the CLIENT requested additions to the software. The difference in license fee will be part of the quote to the CLIENT for the additions to the software. The Client will pay in addition to the amounts due any and all governmental taxes at the then current rate that are now or may be implemented in the future.

The administration of Gamma is decisive on any amounts due pursuant to this agreement. The Client may deliver counterproof.

25. Renewal

If the license contract has been terminated and the CLIENT wishes to renew the same contract, then the number of years between termination and renewal of the license contract that no license fees were paid need to be paid in full, including the current year, or the software need to be purchased again, whatever is less expensive.

26. Representation

This contract will not be interpreted to constitute or to create any employer/ employee relationship between the parties, nor does this contract constitute a joint venture or partnership between the parties. GAMMA is an independent contractor and not an employee or agent of the CLIENT. Neither party may represent the other party.

The CLIENT shall not have the right to approach any employee of GAMMA to propose nor discuss an employment contract to work for the CLIENT during the term of this contract, nor 6 months after termination of this contract unless otherwise agreed to by both parties.

27. Termination, default and remedies

The client will be in default under this agreement if the Client: (a) does not pay any amount due within 14 days after its due date; or (b) fails to remedy any other breach of the agreement within 15 days after receiving a written notice from Gamma; or (c) makes a voluntary assignment for the benefit of creditors; (d) or a request for bankruptcy against the Client has been filed; or (e) any of the Clients assets are attached.

Upon an occurrence of an event of default as specified above all amounts due and to become due shall be immediately due and payable without any further notice by Gamma and Gamma shall be entitled in its sole discretion without otherwise releasing the Client of his obligations hereunder notwithstanding any other rights of Gamma to do one or more of the following: (a) terminate this agreement. In this case the Hardware and Software shall be returned to Gamma within 48 hours following the delivery of Gamma's written notice of termination. Should the Client fail to return the Hardware and Software, Gamma shall be entitled to recover possession of the Hardware and the Software and prevent further use thereof; (b) recover all payments and other amounts due and remaining to fall and become due under this agreement; and (c) recover any and all cost incurred in protecting and pursuing the rights of Gamma such as (extra) judicial expenses of council, bailiff, court and or any other costs and expenses that are a consequence of the default by the Client; (d) pursue any other remedy available at law including recovering damages.

Besides the occurrence of an event of default Gamma shall have the right to terminate this agreement without further obligation or liability to the Client upon written notice to the Client, at least 60 days prior to the end of this contract.

The Client shall have the right, without further obligation or liability to Gamma to terminate this agreement

(i)   Upon written notice to Gamma, but only and at least 60 days prior to the end of this contract. (ii) Gamma commits any breach of this agreement and fails to remedy such within thirty (30) days after written notice by the Client of such breach (iii)

If Gamma becomes the subject of a voluntary petition of bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

In the event of termination, CLIENT will immediately discontinue use of the licensed program and the software will be made unaccesable.