

# GENERAL CONDITIONS

(for the most recent version, see [www.norriq.be/av](http://www.norriq.be/av))

## ARTICLE 1. APPLICATION

- 1.1 These general conditions apply to all commercial activities of NORRIQ Belgium SA, with registered office at Kruisstraat 289A, 3120 Tremelo, Belgium, VAT-BE-0463.318.421 – RPR Leuven (hereinafter referred to as "NORRIQ").
- 1.2 Together with accepted orders, the particular conditions and the applicable license conditions, they constitute the entire agreement between the parties. Conditions of the customer are not applicable.
- 1.3 NORRIQ has the right to modify these general conditions by giving notice to the customer. This notice can be done by a notification on the website [www.norriq.be/av](http://www.norriq.be/av), on the invoice, or via e-mail. These modifications will enter into force one (1) month after such notice, unless another date has been specified.

## ARTICLE 2. DOCUMENT OF REQUEST

- 2.1 The service(s) and/or license(s) that NORRIQ will deliver will be specified in the document of request. Unless mentioned otherwise, a document of request has a validity period of thirty (30) days. An order placed on the basis of a document of request will be deemed accepted if NORRIQ has not refused the order within eight (8) days.
- 2.2 The documents of request are always estimations in the way that they are based on information available at the time of drafting the document of request, and, if applicable, on prices from third parties. Faulty or new information, or price changes by these third parties, may lead to a modification of the conditions and/or the prices.

## ARTICLE 3. PRICES

- 3.1 All mentioned prices are exclusive of VAT, hotel and travel expenses, and are valid in Belgium during office hours.
- 3.2 For services outside Belgium, the tariffs mentioned in the document of request will be increased with 25% inside the EU, and with 35% outside the EU.
- 3.3 Outside normal office hours the tariffs mentioned in the document of request will be increased with:

25%	weekdays till 21.00 hr
50%	weekdays after 21.00 hr
50%	Saturday till 17.00 hr
100%	Saturday after 17.00 hr
100%	Sunday

- 3.4 Travel expenses inside Belgium will be calculated at € 0,50 per km, with a minimum of € 100.
- 3.5 For services outside Belgium the expenses will be calculated in the following way: hotel and travel expenses = at real cost; travel time (both directions) at 70% of the hourly rate; "out of pocket" expenses = the daily lump sum per person at the most recent tariff "daily lump sum for the personnel of the Central Administration" ("indemnité forfaitaire journalière pour le personnel de l'Administration centrale") as published in the Official Journal. In addition, an administrative cost of 50 EUR per booking will be charged for the booking of the flight and the hotel, unless the customer decides to take care thereof. In that case, the customer shall align with NORRIQ to make sure that everything is OK in a timely manner (visa, ...).
- 3.6 All tariffs and expenses will be adapted on an annual basis in the beginning of the year based on the formula  $T_n = T_o (0,2 + 0,8 (S_n/S_o))$  (where  $T_n$  = new tariff;  $T_o$  = old tariff;  $S_n$  = reference wage costs (national average – wages and social charges) published by Agoria, valid for the month preceding the adaptation of the tariff;  $S_o$  = reference wage costs (national average – wages and social charges) published by Agoria, valid for the month preceding the signature of the contract).

## ARTICLE 4. INVOICING

- 4.1 Prices for licenses and for lump sum services ("en forfait") will be invoiced in advance. Services on time & materials basis ("en régie") will be invoiced on a monthly basis after delivery of the concerned services. There will be no credit notes or reimbursements for licenses or services that have been paid for but are not used.
- 4.2 Any complaint about invoiced amounts must be lodged with NORRIQ by registered letter within eight (8) days after receipt of the invoice.

- 4.3 All invoices are payable within thirty (30) days after the invoice date. In case of non-payment, the amounts due will be increased, ipso jure and without notification, with an interest rate of 1,5% per month as of the due date. The amount will also be increased with 15%, with a minimum of 150 EUR. Legal costs and costs of execution are not included in this amount. Non-payment of a single invoice makes all other invoices, whether already due or not, immediately payable ipso jure. In such case, NORRIQ reserves the right to suspend further services, and can no longer be held accountable for not respecting an agreed planning.
- 4.4 In case of serious doubts about the solvability of the customer, NORRIQ will have the right to request a supplemental payment security, and meanwhile to suspend further execution of the contract.

## **ARTICLE 5. EXECUTION**

- 5.1 NORRIQ will use his best endeavors to deliver the service(s) and/or license(s) in accordance with the contract.
- 5.2 Delivery and execution times are given as indications only and start when an agreement is reached on all the (technical) details and when all the data or materials that are useful for the execution are in the possession of NORRIQ, and when possible pre-payment has been received by NORRIQ. These times are always based on the assumption that NORRIQ can continue to work as foreseen at the moment of drafting the document of request.
- 5.3 The customer will see to it that qualified representatives are available to provide NORRIQ with requested information about the hardware and software of the customer. The customer will also make the necessary facilities available to NORRIQ, including working space, communication means (including the possibility to connect to the NORRIQ server), access to the operational environment of the customer (to the extent necessary for the performance of the contract), etc. If necessary, NORRIQ will be granted authorization and access in order to perform services outside normal business hours.
- 5.4 The customer acknowledges that the performance of the contract may in certain cases lead to the temporary unavailability of parts of the operational environment. In such case, NORRIQ will discuss this with the customer.
- 5.5 The customer will provide NORRIQ with all necessary information, in writing and in a timely manner, to allow NORRIQ to evaluate and perform correctly the services to be delivered.
- 5.6 In order to obtain a favorable outcome, the customer will assign sufficiently qualified personnel. This personnel will not be replaced in the course of the contract, except in case of dismissal, long term illness, force majeure, or written agreement between the parties. If the personnel assigned to the contract is replaced, the new employees will have equivalent qualifications. The customer acknowledges that the replacement or unavailability of the representatives in his project organization, may lead to longer execution times, and as a consequence higher costs, of the project.
- 5.7 In case of additional work, NORRIQ will send a document of request to the customer.

## **ARTICLE 6. ACCEPTANCE**

- 6.1 Standard software (i.e. software that is generally available and that has not been specifically developed for this contract, even if modifications or extensions have been done for the needs of the customer, but still within the boundaries of the basic possibilities of this software) will be deemed accepted when delivered, or, if applicable, installed as foreseen by the contract. The maintenance contract enters into force as from the signing of the document of request.
- 6.2 Tailor-made software (i.e. software that has been developed by NORRIQ for this contract, and in particular the programming of integrated code units and functional objects in the standard software, integral add-on's, being functional-technical units that form a system or subsystem, additionally added to the standard software in order to meet the specific informatisation needs and wishes of the customer, as described in the contract, and that are not included in the standard software on the contract date) will be deemed accepted when it is functioning in a test environment of the customer and is transferred, with the customer's consent, to the operational environment ("live"). The same goes when the whole or part of the tailor-made software is being used by the customer, in whatever way, and thus installed in the operational environment.

## **ARTICLE 7. RIGHT OF USE**

- 7.1 The customer accepts – in function of the delivered software – the terms and conditions of the applicable license contract(s). To the extent it is not being dealt with in the applicable license contract of the concerned software, the following provisions will apply.
- 7.2 The customer will only get a non-transferable and non-exclusive right of use on the software (both standard and tailor-made).
- 7.3 The right of use grants the customer the right to use the delivered software, including its documentation, on the designated or specified machines for the purpose of his business, internal

usage only, and to take copies of the software. These copies will not be used by the customer, except to replace the original material when this can no longer be used. They are subject to, and can only be used according to the license conditions.

- 7.4 For every machine the software is used on by the customer, a separate license is required (except if decided otherwise by the owner of the software). However, on a provisional basis and for a unique and maximum duration of 1 month, the customer can use the software on a back-up machine (other hardware) when the specified machine is temporarily unavailable.
- 7.5 The customer is not authorized to sell, rent or transfer the software or part thereof, or to use it for another purpose than his own use and business, as specified in the contract.
- 7.6 If the customer, without prior written authorization of NORRIQ, transfers the whole or part of the software delivered in the framework of the contract to a third party, he will have to pay a lump sum to NORRIQ, calculated as follows (the highest of the following amounts): the amounts invoiced by NORRIQ for the performance of the contract, as well as the supplemental interventions, increased by 30%, or the price charged by NORRIQ (evidenced by contracts or tariffs), at the time of the breach, to other customers for similar licenses and/or services, also increased by 30%.
- 7.7 The foregoing is exclusive of penalties or amounts that the customer potentially would have to pay because of breach of license contracts or proprietary rights of third parties.

## **ARTICLE 8. WARRANTY**

- 8.1 NORRIQ will use his best endeavors to make the delivered software conform to its specifications when used by the customer according to the instructions in a suitable environment and provided the customer has given correct information about his system, his working methods and his objectives.
- 8.2 If the software does not function as warranted during the first fifteen (15) days after the acceptance and NORRIQ is unable to make it do so, the customer may return the software to NORRIQ. In such case, NORRIQ will refund the software.
- 8.3 NORRIQ warrants that he will perform the service(s) using reasonable care and skill, and according to the contract.
- 8.4 The warranties stated above will not apply to the extent there has been misuse, accident, modification, unsuitable physical or operating environment, operation in other than the specified operating environment, improper maintenance by the customer, or failure caused by a software or product for which NORRIQ is not responsible.

## **ARTICLE 9. SUPPORT**

- 9.1 Support: provided the customer has paid the "Support Fee", NORRIQ will provide assistance by telephone in case of problems/questions related to the contracted software. This support can be requested by the customer by telephone via the helpdesk, every business day from Monday till Friday from 08.30 hr till 12.30 hr and from 13.30 till 17.30 hr, on the following telephone numbers: +32 16 498 113 for incadea software, +32 16 498 112 for Drive-IT software, +32 16 498 111 for Microsoft Dynamics NAV, and +32 497 114 for Microsoft Dynamics CRM.
- 9.2 The Support Fee will be invoiced annually in advance. The amount depends on the contracted software. The price is stipulated in Appendix 1 for Support on the Microsoft Dynamics NAV software, and in Appendix 3 for Support on Microsoft Dynamics CRM software.
- 9.3 The notification and treatment of support questions is subject to certain procedures, which are detailed in Appendix 1 and 2, depending on the contracted software.
- 9.4 Update/Maintenance: provided the customer has paid the "Update/Maintenance Fee", NORRIQ will make the versions released by the software producer in the framework of his update or maintenance service, available to the customer as from their release. All related services (e.g. installation, implementation, training, ...) with respect to these versions are not included in the Update/Maintenance Fee.
- 9.5 Should the customer request support services while not having paid the Support Fee, resp. the Update/Maintenance Fee, NORRIQ will make an offer and support will only be delivered after approval thereof by the customer. The support will then be planned on project basis.

- 9.6 Provided the customer has paid the Support Fee, he will be granted access to the Web based Information Platform, which offers the possibility to log new notifications via the internet and to follow-up and consult the past notifications. The access to this platform is for free and is offered as an additional service.
- 9.7 Services not covered by the Support Fee will be invoiced separately. These services are listed in Appendix 1 and 2, depending on the contracted software.

#### **ARTICLE 10. LIABILITY OF NORRIQ**

- 10.1 The contractual and extra-contractual liability of NORRIQ will in all cases be limited to the compensation of the actual damages that are the immediate and direct consequence of his intentional fault, or the intentional fault of his employees or subcontractors, and will be limited to the lowest of the following amounts :
- (i) the amount invoiced for the software or service (the twelve (12) most recent monthly amounts in case of recurrent prices) that has caused the damages (decreased with the amounts invoiced for standard software (licenses) or packets of third parties ; these have also been paid by NORRIQ to these third parties); or
  - (ii) 250.000 euro.
- 10.2 The liability for bodily injury (including death) is limited to 1.250.000 euro.
- 10.3 Under no circumstances is NORRIQ liable for any of the following :
- (i) lost profits, even if they are the immediate consequence of the event that has caused the damages;
  - (ii) indirect damages, even if foreseeable or if NORRIQ was informed of their possibility;
  - (iii) loss of, or damage to, data;
  - (iv) lost business, revenue, goodwill or customers (including damage to the reputation or image) or anticipated savings.
- 10.4 If NORRIQ is being asked to perform services with respect to software that has not been installed by NORRIQ, NORRIQ cannot be held responsible for defects in that software, or caused by the installation or programming of that software, or by services that have been performed before on that software.

#### **ARTICLE 11. RESPONSIBILITY OF THE CUSTOMER**

- 11.1 It is the responsibility of the customer to secure his system (machines, hardware, software). To that effect, he will make physical copies of the programs and data, and will keep them separately, in order to avoid loss of data, and he will hold NORRIQ harmless in that respect. The customer will keep a precise record of the number of copies and the place they are stored, and inform NORRIQ if one or more copies are stored in another place than the specified machines or hardware.
- 11.2 The customer will provide each machine and hardware with a virus scanner. NORRIQ will not be liable for damages caused by viruses. The customer warrants that all machines, hardware, machinery, programs, software and other business means he uses, are validly acquired and used. He has all necessary rights and will hold NORRIQ harmless in that respect.
- 11.3 Before disposing of any data support or specified machine, the customer will see to it that any software that is included is erased or deleted.
- 11.4 The customer must keep his database technically up-to-date. All NORRIQ objects with modifications must be consistently implemented. The customer has to confirm towards NORRIQ when an object "goes live". Only then can new objects be delivered. The customer shall regularly provide NORRIQ with a copy of the database, unless NORRIQ has access via Remote Support (optional service).

#### **ARTICLE 12. TERM OF THE CONTRACT**

- 12.1 By signing the document of request, the customer commits to the totality of the order. Each party can terminate the contract:
- (i) without prior notice, if the other party has filed for bankruptcy or is declared bankrupt, or in case of obvious incapacity of that party;
  - (ii) if the other party fails to comply with his obligations and the situation is not remedied within thirty (30) days after official notice in that respect.
- 12.2 The contracts with respect to the "Update Fee" and "Support Fee" have a duration of one (1) year starting at the signature of the document of request, and are tacitly renewed with one (1) year periods

unless a party terminates the contract by registered letter at the latest three (3) months before the end of the current period.

#### **ARTICLE 13. DUTY OF COOPERATION**

The parties commit themselves to immediately inform each other about any difficulty that may disturb the correct performance, and to provide all explanations to facilitate the performance.

#### **ARTICLE 14. FORCE MAJEURE**

If as a result of force majeure, a party is no longer able to respect its contractual obligations during a period of more than three months, the other party will be entitled to terminate the contract by registered letter, ipso jure and with immediate effect, notwithstanding the right to compensation for the party that has suffered damages.

#### **ARTICLE 15. GENERAL**

- 15.1 All information about NORRIQ, exchanged via or on the basis of a document of request or within the framework of the contract, will be considered by the customer as confidential information and not disclosed to third parties. If necessary, procedures will be drafted and the necessary obligations will be imposed on the personnel.
- 15.2 The customer will refrain from hiring, directly or indirectly, (former) employees of NORRIQ during the term of the contract and for a period of two years after the end of the contract. The customer will not, directly or indirectly, award contracts to these people. In case of breach of this clause, the customer will pay to NORRIQ an indemnity equal to 24 times the last gross monthly salary of that (former) employee, as paid by NORRIQ.
- 15.3 NORRIQ has the right, provided he informs the customer, to mention the system of the customer and to use the name of the customer in his leaflets and publicity.
- 15.4 The Courts of Leuven will have sole jurisdiction for any claims or disputes relating to the interpretation or performance of the contract.
- 15.5 The contract is governed by Belgian Law.

Appendix 1: NAV-SLA 2.0

Appendix 2: CRM-SLA

Appendix 3: Special conditions CarLo DMS

## Appendix 1: NAV-SLA 2.0

### A. Contracted Software: Microsoft Dynamics NAV

B. The Support Fee is set as a fee per concurrent user (as indicated in the customer's license), with a minimum of € 1000 (for some Support agreements that have been concluded in the past, the Support Fee is a percentage of the license fee). It will be pre-invoiced on an annual basis. The price per user per year depends on the license content. Therefore any change in the license content can result in a change in the price per user per year. The total Support Fee paid will be divided by the consultancy tariff to determine the amount of Support hours the customer is entitled to on a yearly basis. When the number of support hours to which the customer is entitled is exceeded with more than 10%, NORRIQ will invoice the additional hours on a monthly basis at the applicable consultancy tariff. The hours spent on Software Incidents (see point F) will not be calculated as support hours. The Support Fee is calculated in such a way that it covers an average environment. Our experience shows that the presence of a strong key user and well-trained personnel has a positive impact on the consumption of support. A complex and a fast growing environment will require more support in a first phase.

C. A report will be provided (by e-mail) on the notifications per category and the related support hours, when about 50%, respectively about 80% of the amount of Support hours the customer is entitled to, have been consumed. If no reaction on this report is received by NORRIQ within 5 business days following receipt, it will be considered as accepted.

D. Notification: if a user contacts the helpdesk he will be asked to give his name and the company name of the customer. He will also have to determine the category to which his question belongs. If the helpdesk is of the opinion that the question belongs to another category, it makes the necessary adjustment and notifies the customer thereof.

#### Categories:

- "Support": general information question;
- "Incident": a functionality of the software is no longer working as it used to do; this category is subdivided into "Software Incident" and "User Incident", depending on the fact whether the problem is situated in the software or not. When notifying an Incident, the customer will provide a specific diagnosis of the problem in order to allow the helpdesk to recreate the problem;
- "Request for Change": request for new/additional functionality.

E. Prioritizing the request: in case of an *Incident* the parties will grant a priority level in mutual agreement, depending on the impact thereof on the customer's operational organization. On the basis thereof, NORRIQ will take action within the following timeframes. *Support* and *Request for Change* are always considered to be Priority 3.

- "Red" or Priority 1 ("Business Halted": the following applications of the software can no longer be used, having a critical impact on the customer's business: to generate invoices, or to generate legally required documents): within 4 business hours after notification, NORRIQ will start the analysis of the problem.
- "Orange" or Priority 2 ("Business Impacted": a part of the software can no longer be used having a disturbing impact on the daily work of the users): within 1 business day after notification, NORRIQ will start the analysis of the problem.
- "Green" or Priority 3 ("Non-Critical": the software can still be used, but some functionalities are disturbed, without having a critical impact on the customer's business): within a time frame agreed between the parties, but at the latest within 16 business hours after notification, NORRIQ will start the analysis of the problem.

F. Solution: NORRIQ will request the necessary information from the customer, and will ask questions in order to identify and analyze the notified problems. The customer will provide the requested information to NORRIQ. NORRIQ will use his best endeavors to deliver the following solution:

- "Support": the helpdesk will provide the customer with an answer to his support question;
- "User Incident": the helpdesk will locate the operational problem and formulate a solution;
- "Software Incident": the helpdesk will locate the technical problem and possibly propose a "workaround" to provisionally solve the problem.

#### 1. In case of a Standard Microsoft or Third Party Software Incident:

- a. the helpdesk will log the malfunctioning of the software with Microsoft or the Third Party.

- b. when a solution is received from Microsoft or the Third Party (private fix, hot fix, service pack) the Software Incident will be transferred to the Operational Department where an offer will be made to implement the fix into the customer's database.
  2. In case of a NORRIQ customization Incident:
    - a. the Software Incident will be transferred to the Operational Department.
    - b. if the Software Incident is reported within the warranty period (see Article 8), the fixing will be free of charge. Otherwise an offer will be made to fix the problem.

- "*Request for Change*": the helpdesk will transfer the request to the Operational Department, where the Project Responsible will make an offer to implement the requested change.

G. The following is not covered by the NAV-SLA:

- a. support on-site at the customer's place;
- b. the maintenance or reorganization of disks, folders or databases; the implementation of security;
- c. the installation of Microsoft Dynamics NAV on the client or on the server;
- d. the installation, implementation and/or training regarding "Hot Fixes", "Service Packs" and "New Releases";
- e. the support with respect to operational or technical problems that are caused by hardware, incorrect maintenance, or incorrect manipulation or modification of the software by the customer or a third party, improper use, accident, use in an unsuitable physical or operational environment, or in another environment than the work environment, or caused by software or a product for which NORRIQ is not responsible;
- f. the support on not-supported versions of the software (the list of versions that are still supported can be consulted on [www.norriq.be](http://www.norriq.be)), or on other software than Microsoft Dynamics NAV software or NORRIQ customization software;
- g. SQL maintenance and monitoring (a separate SQL-SLA can be concluded);
- h. requests concerning extensions or modifications of a software that is functioning correctly, consultancy, research, project management, integration and migration, roll-out, acceptance testing, batch scheduling, reporting, training, and in general every service that does not directly concern the solution of operational or technical problems.

## Appendix 2: CRM-SLA

- A. Contracted Software: Microsoft Dynamics CRM.
- B. The Support Fee is a fee that entitles the customer to a number of support hours, determined in the document of request, but with a minimum of 4 hours, and calculated on the basis of the applicable consultancy tariff with a 10% discount. When the number of support hours to which the customer is entitled is exceeded during the treatment of a support call, NORRIQ will invoice the additional hours at the applicable consultancy tariff (without the 10% discount). In order to be able to make new support calls, the customer will have to purchase an additional packet of minimum 4 support hours. Our experience shows that the presence of a strong key user and well-trained personnel has a positive impact on the consumption of support. A complex and a fast growing environment will require more support in a first phase.
- C. When the number of support hours to which the customer is entitled is not entirely used during the current calendar year, the remaining balance, provided this is at least 8 hours, can be transferred once to the next calendar year. This minimum of 8 hours will be deducted from the remaining balance and can only be used for a Business Improvement Day (during 1 day, a Senior Functional Consultant of NORRIQ is put at the disposal of the customer to see if improvements are possible in the CRM environment of the customer) to be ordered by the customer. The transferred hours (including the minimum of 8 hours) that have not been used during the next calendar year, expire.
- D. Notification: if a user contacts the helpdesk he will be asked to give his name and the company name of the customer. He will also have to determine the category to which his question belongs. If the helpdesk is of the opinion that the question belongs to another category, it makes the necessary adjustment and notifies the customer thereof. The customer receives a notification number that he will have to use during subsequent contacts.

### Categories:

- “*Support*”: general information question;
  - “*Incident*”: a functionality of the software is no longer working as it used to do; this category is subdivided into “*Software Incident*” and “*User Incident*”, depending on the fact whether the problem is situated in the software or not. When notifying an Incident, the customer will provide a specific diagnosis of the problem in order to allow the helpdesk to recreate the problem;
  - “*Request for Change*”: request for new/additional functionality.
- E. Prioritizing the request: in case of an *Incident* the parties will grant a priority level in mutual agreement, depending on the impact thereof on the customer’s operational organization. On the basis thereof, NORRIQ will take action within the following timeframes. *Support* and *Request for Change* are always considered to be Priority 2.
- “Red” or Priority 1 (“Business Halted”: the software can no longer be used, having a critical impact on the customer’s business): within 8 business hours after notification, NORRIQ will start the analysis of the problem.
  - “Green” or Priority 2 (“Non-Critical”: the software can still be used, but some functionalities are disturbed, without having a critical impact on the customer’s business): within a time frame agreed between the parties, but at the latest within 16 business hours after notification, NORRIQ will start the analysis of the problem.
- F. Solution: NORRIQ will request the necessary information from the customer, and will ask questions in order to identify and analyze the notified problems. The customer will provide the requested information to NORRIQ. NORRIQ will use his best endeavors to deliver the following solution (functional and technical):
- “*Support*”: the helpdesk will provide the customer with an answer to his support question;
  - “*User Incident*”: the helpdesk will locate the operational problem and formulate a solution;
  - “*Software Incident*”: the helpdesk will locate the technical problem and possibly propose a “workaround” to provisionally solve the problem.
3. In case of a Standard Microsoft or Third Party Software Incident:
- a. the helpdesk will log the malfunctioning of the software with Microsoft or the Third Party.

- b. when a solution is received from Microsoft or the Third Party (private fix, hot fix, service pack) the Software Incident will be transferred to the Operational Department.
- 4. In case of a NORRIQ customization Incident:
  - a. the Software Incident will be transferred to the Operational Department.
  - b. if the Software Incident is reported within the warranty period (see Article 8), the fixing will be free of charge.

- "*Request for Change*": the helpdesk will transfer the request to the Operational Department, where the Project Responsible will make an offer to implement the requested change.

G. The following is not covered by the CRM-SLA:

- i. the maintenance or reorganization of disks, folders or databases; the implementation of security;
- j. the support on not-supported versions of the software (the list of versions that are still supported can be consulted on [www.norriq.be](http://www.norriq.be)), or on other software than Microsoft Dynamics CRM software or NORRIQ customization software;
- k. SQL maintenance and monitoring (a separate SQL-SLA can be concluded);
- l. requests concerning extensions or modifications of a software that is functioning correctly, consultancy, research, project management, integration and migration, roll-out, acceptance testing, batch scheduling, reporting, training, and in general every service that does not directly concern the solution of operational or technical problems.

## Appendix 3: Special conditions CarLo DMS

### 1. Support and Maintenance

The Support Fee for the CarLo DMS product is a fix amount per user per year.

The Update/Maintenance Fee for the CarLo DMS product is a fix amount per user per year.

These amounts are stipulated in the contracts.

The customer allows NORRIQ to gain remote access to the customer's system in order to be able to maintain and upgrade the CarLo DMS product remotely, and to monitor remotely the server environment, CarLo DMS product application and database.

### 2. Manuals

NORRIQ will provide the customer with the full documentation and manuals in English language. The following "one page work instructions" will be provided in English, Dutch or French language:

#### **Inventory**

- *Creation customer*
- *Creation item (possible copy out of Master)*
- *Creation parts order & shipment & invoice (yes or no via combine shipments)*
- *Shipment of items on workshop order*
- *Creation item stock order (automatic)*
- *Creation manual item purchase order*
- *Receipt of items (+ replacements)*
- *Inventory procedure*

#### **Workshop**

- *Creation of customer & vehicle*
- *Creation of workshop order (+ adding tasks, + Opel Assistance Plus, + Car-Pass)*
- *Use of standard times & external work (+ creation ext. purchase order)*
- *Use of PED menu pricing & update procedure*
- *Internal & warranty invoicing, documentation and sending & correction warranty claims*
- *Opel Assistance Plus upload*
- *Service campaigns update procedure*
- *Body shop invoice*

#### **Vehicles**

- *Creation of sales order and link with purchase order manual/via return info*
- *Configuration of sold new vehicle (options), add own options manual/via return info*
- *Receipt new vehicle via return info Opel*
- *Invoice new vehicle + Retail Docket Card*
- *Purchase of second hand vehicle (with or without VAT on margin principle)*
- *Sale of second hand vehicle (with or without VAT on margin principle)*
- *Available reports on vehicle stock*

#### **Accounting**

- *Purchase invoices parts, vehicles, ext. work, miscellaneous*
- *Use of posting groups (product-, business-, VAT-, ...)*
- *Posting in general and financial journals*
- *Alison (Trackerpack)*
- *VAT declaration*

### 3. Hardware and System Software

In case the customer decides to purchase hardware and system software with another supplier, NORRIQ will have the right to check and approve the specifications before installing any CarLo DMS product and /or software. NORRIQ reserves the right to charge the customer for such checks and any configuration work that may result thereof.

#### *4. Termination*

NORRIQ will have the right to terminate this agreement upon termination of the CARLO Partnership Agreement between EDS Mid-market Solutions GmbH and Helios-IT NV.