



## ERBIS maintenance subscription

### Definitions:

**Erbis:** the Erbis energy monitoring program (registered trademark) marketed by Supplier.

**Supplier:** Van Beek Ingenieurs BV in Arnhem.

**Catalogue Price:** the price for the Erbis licence, including modules. This price is recalculated every year.

**Contract Year:** coincides with a calendar year; the first Contract Year starts on the start date of the agreement and is valid until 31 December of that calendar year.

**Termination:** Notice of Termination must be provided in writing, at least 6 weeks before the end of the Contract Year.

**Helpdesk:** The Erbis Helpdesk is a telephone helpdesk opened on working days from 9.00 am until 12.30 pm and from 13.30 pm until 16.30 pm. Subscribers are entitled to unlimited telephone support through the Helpdesk for working with the program. E-mail communication is also possible.

**Updates:** New versions of Erbis released in the interim containing improvements to the software (bug fixes and minor new functionality).

### Description:

#### Subscriber rights:

During the term of the maintenance subscription, User is entitled to the following services from the Supplier:

The provision of an Update to the software at least once a year, the subject of this maintenance contract, consisting of improvements and modifications implemented by Van Beek Ingenieurs with the aim of enhancing the product;

The option to request modifications and improvements (in writing); Van Beek Ingenieurs will determine the development priority of these within the context of updating and improving the software;

Unlimited support by the Helpdesk. This specifically relates to the functioning of the program. It does not include energy advice, support for energy monitoring, system administration or implementation work;

Option to expand your licence under favourable conditions, where you only pay the difference between the new and the old catalogue prices.

Users without a maintenance subscription pay the full Catalogue Price for a new licence when expanding it.

Subscription for automatic supply of meteorological data from one station.

**Subscription renewal:**

After purchasing the software, the maintenance subscription is mandatory for at least the current calendar year and the entire subsequent calendar year.

Examples: When purchasing on 1 December 2006, the minimum term will be until 31 December 2007. When purchasing on 1 March 2006, the minimum term will also be until 31 December 2007.

The maintenance subscription is then tacitly renewed each year.

Notice of Termination must be provided in writing, no later than 6 weeks before the end of the calendar year.

If the User wishes to make use of the maintenance subscription again at a later time after Termination, the options will be as follows:

- Repurchasing Erbis and/or the supplementary software at the Catalogue Price applicable at that time and taking out a new maintenance subscription for this.
- Reactivating Erbis by retroactively paying for the maintenance subscription at the subscription rates applicable at that time, for the period during which the User was not subscribed.

**Subscription costs:**

The annual costs for the maintenance subscription are based on a percentage of the Catalogue Price of Erbis, including modules and supplementary software (excluding VAT). For a supply date of the Erbis basic licence from 1 January 2006, a percentage of 18% applies (this includes the meteorological data subscription). Before this date a percentage of 10% applies (this does not include the meteorological data subscription). Supplier will charge these costs to the User at the start of each Contract Year. Supplier reserves the right to implement any price changes. These apply from 1 January of the next Contract Year.

Van Beek Ingenieurs reserves the right to change these terms and conditions. The most current and therefore valid terms and conditions can be requested from Van Beek Ingenieurs.

*Van Beek Ingenieurs B.V.*