In these General Terms and Conditions of Delivery, "Contractor" means Peek Data Projects B.V., which, on its own behalf, has made an offer to the other party

– whereby that party is deemed to be acting in the exercise of a profession or business, or in the context of a public task (hereinafter: "Client") –

or has entered into a contract with the Client on its own behalf, and has declared these General Terms and Conditions of Delivery applicable.

These General Terms and Conditions of Delivery are available online at: www.peekdataprojects.nl.

The Contractor is entitled to amend these General Terms and Conditions of Delivery. Amendments will take effect four weeks after publication or on a later date specified in the publication. Publication will be made on the Contractor's website: www.peekdataprojects.nl.

A - GENERAL PROVISIONS

1. APPLICABILITY AND DEFINITIONS

1.1 These General Terms and Conditions of Delivery apply to all negotiations with offers from and all assignments to the Contractor regarding the delivery of movable property (including but not limited to Hardware) and/or the granting of Licenses and/or the provision of Services, as well as to all Agreements related thereto. These General Terms and Conditions consist of general provisions, which relate to all the aforementioned activities, and special provisions which relate to the activities described therein.

1.2 The provisions of article 1.1 result in the following applicability:

For Software (including development, warranty, License, and Cloud Services), sections A and B1 apply.

For Hardware (including development and warranty), sections A and B2 apply.

For maintenance (Software and Hardware), sections A and B3 apply.

For secondment, sections A and B4 apply.

For training, sections A and B5 apply.

1.3 In case of conflict between the general provisions and the special provisions, the special provisions prevail.

1.4 The applicability of (purchase) conditions of the Client (whether by reference to or placement of the (purchase) conditions on a purchase order) is expressly rejected.

1.5 The Client can only invoke conditions deviating from these General Terms and Conditions of Delivery if and insofar as these conditions have been accepted in writing by the Contractor.

1.6 A Client with whom an agreement was once concluded under these General Terms and Conditions of Delivery agrees to the applicability of these General Terms and Conditions of Delivery to subsequent negotiations and Agreements between the Client and the Contractor.

1.7 "General Terms and Conditions of Delivery" means these "General Terms and Conditions of Sale and Delivery Peek Data Projects B.V." of the Contractor.

1.8 "Cloud Services" means the provision by the Contractor to the Client of Software and/or Documentation remotely (online), as further described in article 23. This also includes activities such as "Software as a Service" (SaaS), "Application Service Provider" (ASP), "Mobility as a Service" (MaaS), "Platform as a Service" (PaaS), and "Hosting".

1.9 "Cybersecurity Services" means services provided by the Contractor aimed at securing (OT) environments, systems, networks, and/or Software of the Client against failures, outages, or misuse, as further described in article 24.

1.10 "Services" means activities and/or work provided by or on behalf of the Contractor, including but not limited to: software development, Cybersecurity Services, consulting, (technical) installation and commissioning, support, Cloud Services, training, secondment, and maintenance work related to Software and Hardware.

1.11 "Documentation" means all documents delivered by the Contractor to the Client in connection with the Software and/or Hardware, including (if applicable) third-party documents, containing the technical and/or functional specifications, including AutoCAD and/or e-plan printouts and files, of the Software and/or Hardware and/or the user manual for the Software and/or Hardware.

1.12 "Executables" means computer files that can be executed by a computer, not being source codes.

1.13 "Extreme Diseases" means large-scale, contagious, and/or otherwise extreme diseases, disease waves, epidemics, or pandemics.

1.14 "Errors" means all significant (clear/major) deviations from the Specifications occurring in the Software and/or Hardware. Something is only an Error if it can be demonstrated and reproduced by the Client.

1.15 "Hardware" means computers and related equipment, such as but not limited to PLCs, controllers, servers, devices, (switch) cabinets, instrumentation, cabling, and related Documentation, accessories, parts, and Updates.

1.16 "Intellectual Property Rights" means copyrights, neighboring rights, design and model rights, database rights, patent rights, breeder's rights, trademark rights, trade name rights, topography rights, rights relating to the protection of know-how, and all other similar rights.

1.17 "License" means the right of the Client to use Software in accordance with these General Terms and Conditions of Delivery.

1.18 "New Version" means a modified and/or improved version ("upgrade") of the Software and/or Hardware, whereby the functionality or data structure of the Software and/or Hardware is increased or changed. A New Version can usually be recognized by the first digit of the version number being increased by one, for example from version 1.4 to version 2.0.

1.19 "Open Source Software" means software that falls under the definition established by the Open Source Initiative (www.opensource.org), including at least the open source software listed on www.github.com.

1.20 "Training" means any form, regardless of duration, of training, course, coaching, study or theme day, and/or workshop, provided by or on behalf of the Contractor.

1.21 "Agreement" means any written agreement regarding the delivery of movable property (including but not limited to (physical carriers of) Software and/or Hardware) and/or the granting of Licenses and/or the provision of Services by the Contractor to the Client.

1.22 "Software" means any form of computer software, including all related preparatory design material, algorithms, flowcharts, source codes, object codes, software embedded in equipment (including operating Software, firmware, etc.), software solutions, Documentation, and all New Versions, Updates, extensions, modifications, and improvements thereof.

1.23 "Specifications" means all technical and functional characteristics of the Software and/or Hardware included in the Documentation and/or in another document prepared or approved by the Contractor.

1.24 "Updates" means a modified version of the Software and/or Hardware, whereby 'patches' fix Errors in the Software and/or Hardware, improve security, or improve the logical coherence of the Software and/or Hardware. An Update can usually be recognized by the second digit of the version number being increased by one, for example from version 1.2 to 1.3. In the case that a problem can be quickly and easily fixed, a 'bugfix' is performed. This can be recognized by the third digit of the version number being increased by one, for example from version 1.2.1 to 1.2.2.

2. NEGOTIATIONS WITH THE CONTRACTOR

2.1 These General Terms and Conditions of Delivery also apply to all discussions between the Contractor and the Client regarding the assessment of a possible Agreement (hereinafter: "the Negotiations"). The Contractor is at all times entitled to terminate the Negotiations without being obliged to pay compensation or to continue the Negotiations.

2.2 If, before an Agreement has been concluded in accordance with article 3.5, the Contractor already starts performing the Services at the request of the Client or if the Client is aware of this but does not object in writing, the Client is obliged to pay the fees already agreed upon during the Negotiations or otherwise the usual fees charged by the Contractor. If, unfortunately, no Agreement is concluded, the Client shall compensate the Contractor for the Services provided up to the moment the Contractor has ceased the Services. Such Services will then be performed exclusively under these General Terms and Conditions of Delivery.

3. OFFERS, ASSIGNMENTS AND AGREEMENTS

3.1 All offers from the Contractor are without obligation. The Contractor may withdraw its offer shortly after receipt of its acceptance, unless the offer contains a period for acceptance and that period has not yet expired.

3.2 All offers from the Contractor are confidential and may only be used by the Client during consultations with ICT and/or for the purpose of selection between the Contractor and other providers, whereby the other providers may not receive or have access to any information from the Contractor's offer. The provisions of articles 13.1 and 13.2 of these General Terms and Conditions of Delivery apply accordingly.

3.3 All offers from the Contractor are based on the correctness and completeness of the (technical) information, designs, drawings, calculations, specifications, etc. obtained from the Client. If the Contractor discovers defects and/or ambiguities in the information, etc. obtained from the Client while preparing the offer, the Contractor will warn the Client about this. If defects or ambiguities in the information, etc. obtained from the Client are discovered during the execution of the Services, these will be settled in accordance with article 19 for Software or article 26 for Hardware of these General Terms and Conditions of Delivery. The Client shall provide the information, designs, drawings, etc., also during the execution of the Services, to the Contractor in a timely manner.

3.4 Assignments and acceptances of offers by the Client are irrevocable.

3.5 The Contractor is only bound when and as the Contractor has accepted an assignment by means of an Agreement. Oral promises or agreements by or with its staff do not bind the Contractor except and insofar as the Contractor has confirmed them in writing.

3.6 The Contractor is entitled to subcontract its obligations under the Agreement concluded with the Client in whole or in part.

3.7 Unless the parties expressly and in writing agree otherwise, the Contractor, if acting as a subcontractor (or through a similar construction) for the Client, is never bound by a back-to-back applicability of (legal) conditions in the relationship between the Client and its principal.

4. PRICE

4.1 Prices quoted or agreed by the Contractor are in Euros and net, thus excluding VAT and any import or export duties, and only apply to delivery ex works. Prices are also exclusive of packaging, shipping, insurance, and installation costs.

4.2 If the Contractor has undertaken packaging, shipping, insurance, and/or installation without an expressly agreed price in writing, the Contractor is entitled to charge the Client the actual costs and/or the rates customary at the Contractor.

4.3 Prices quoted or agreed by the Contractor are based on wages and cost prices at the time of

the offer or acceptance of an assignment by the Contractor and on normal working hours, being a normal working week (Monday to Friday) and working hours (08:00 to 18:00). If wages and/or cost prices increase afterwards, the Contractor is entitled to charge the Client a corresponding price increase, insofar as this is reasonable and not otherwise stipulated in the Agreement.

4.4 All Services performed outside normal working hours will be charged at the rates and surcharges specified in the Agreement, based on the Contractor's normal working hours. All waiting hours or downtime for the Contractor's employees caused by the Client will be charged based on the rates specified in the Agreement.

4.5 Unless a fixed price has been expressly agreed in writing, the Services will be performed on a Time & Materials basis (whereby the Client reimburses the actual hours worked by the Contractor as well as the associated materials).

4.6 If a fixed price has been agreed and the Client wishes to make changes or additions to the assignment, the Contractor will inform the Client of the consequences of those changes and additions for the price.

5. DELIVERY TIMES, DELIVERY AND ACCEPTANCE

5.1 All (delivery) times stated by the Contractor are indicative and can never be regarded as strict deadlines. Mere exceeding of an agreed (delivery) time does not put the Contractor in default. The Contractor and the Client will consult in the event of a threatened exceeding of a (delivery) time. A delivery time commences after the conclusion of the Agreement as referred to in article 3.5 and after the Client has provided the Contractor with all data, documents, equipment, computer time, and (office) space, and after any agreed advance payment has been received by the Contractor or security for payment has been provided for the benefit of the Contractor.

5.2 Software, Hardware, Documentation, and other items to be delivered by the Contractor are deemed delivered as soon as they have left the Contractor's office or the office of third parties engaged by the Contractor for shipment to or on behalf of the Client. If the Client cannot or does not wish to receive the Software, Hardware, Documentation, and/or other items at the agreed time, they are deemed delivered at the moment they would have left the office if there had been no impediment on the part of the Client. In such a case, the Contractor is entitled to store the items at the Client's expense.

5.3 Delivery times are extended by the time that the execution of the Agreement is delayed due to force majeure. The Client will provide all agreed and/or necessary cooperation in the execution of the Contractor's Services. Delivery times are also extended by the time that the Client is later than agreed with the execution of any obligation or later than can reasonably be expected by the Contractor.

5.4 The Contractor has the right to deliver in parts. For the purposes of these General Terms and Conditions of Delivery, each partial delivery is considered a separate delivery.

5.5 All Software, Hardware, and Documentation delivered by the Contractor must be inspected and then accepted by the Client, unless otherwise agreed, within fourteen (14) days of delivery and after remedying any Errors. The acceptance of Software is specified in more detail in article 18 and for Hardware in article 25.

6. (INTELLECTUAL PROPERTY) RIGHTS RELATING TO SERVICES, SOFTWARE, HARDWARE AND DOCUMENTATION

6.1 Unless expressly agreed otherwise in writing, the Intellectual Property Rights to or in connection with the delivered Services, Software, Hardware, and Documentation remain with the Contractor and/or its licensors and do not transfer to the Client. Only the Contractor is entitled to make registrations regarding the Intellectual Property Rights (such as patents and trademark registrations). Where the word "deliver" or its conjugations are used in these General Terms and Conditions of

Delivery, no transfer of ownership or Intellectual Property Rights is intended.

6.2 If, contrary to article 6.1, the Contractor and the Client expressly and in writing agree that the Intellectual Property Rights referred to in article 6.1 are vested in the Client, it always applies that: 1) these rights only transfer to the Client after the Client has fully paid everything owed to the Contractor in connection with the underlying Agreement, including damages, costs, and interest, and 2) only those rights transfer for which this has been expressly and in writing agreed.

7. TRANSFER OF RISK AND OWNERSHIP

7.1 The risk for items to be delivered by the Contractor (including Hardware and carriers of Software) passes to the Client from the moment of delivery, and for Software to be delivered or developed by the Contractor, from the moment the (partial) acceptance test has been successfully completed in accordance with these General Terms and Conditions of Delivery. If no (partial) acceptance test has been agreed, the Software is at the Client's risk from the moment the Software is actually made available to the Client.

7.2 All items delivered by the Contractor (including Hardware and carriers of Software) remain the property of the Contractor until the Client has fully paid everything owed to the Contractor in connection with the underlying Agreement, including damages, costs, and interest. The Client is not entitled to a right of retention on those items.

8. FORCE MAJEURE

8.1 The Contractor is entitled to invoke force majeure if the execution of the Agreement is wholly or partially, whether or not temporarily, prevented or hindered by circumstances reasonably beyond its control, including actions, rules, or decisions of any government, natural phenomena such as earthquakes and floods, fires, riots, wars, business blockades, strikes, go-slow and work-to-rule actions and lockouts, delayed delivery to the Contractor of

parts, goods, or services ordered from third parties, failures in networks, systems and/or connections of the Client, the Client's customers and/or suppliers of the Client or the Contractor (including hosting providers and other suppliers of Cloud Services as referred to in article 23 including Microsoft Azure), illness of employees, outbreaks of Extreme Diseases, accidents and business interruptions, and failures in the computer equipment of the Contractor and/or the Client.

8.2 In the event of force majeure on the part of the Contractor, its obligations are suspended. If the force majeure lasts longer than three (3) months, the Contractor is entitled to dissolve the Agreement for the part that cannot be performed, without being liable for damages and without prejudice to the other provisions of these General Terms and Conditions of Delivery.

9. LIABILITY, INDEMNIFICATION AND INSURANCE

9.1 In all cases where the Contractor is obliged to pay compensation for damages, regardless of the legal basis of the liability (tort, breach of contract, or otherwise) and in all cases per event or series of events with a common cause, this is limited to compensation for direct damages up to a maximum of the invoice value (excluding VAT) of the delivered goods by or in connection with which the damage was caused, with a maximum of two hundred and fifty thousand (250,000) euros. In the case of continuing performance agreements, the "invoice value" is deemed to be the amount (excluding VAT) invoiced by the Contractor and paid by the Client for Services performed in the period of six (6) full calendar months preceding the event causing the damage, under the continuing performance agreement under which the liability arose. If the Contractor is required to pay compensation for direct damages several times under one Agreement, the maximum cumulative compensation will never exceed the contract value (excluding VAT), but with a maximum of five hundred thousand (500,000) euros.

9.2 The Contractor's liability for indirect or consequential damages is always excluded. Such damages include, among others: lost profits, lost revenue, missed savings, reduced goodwill, damages due to business interruption (including damages resulting from machine or production line downtime) and staff turnover, damages resulting from claims by the Client's customers, compensation or penalties owed to third parties, depreciation or loss of products, damages related to the use of items, materials, or Software of third parties prescribed by the Client to the Contractor, damages resulting from recalls, and damages related to the involvement of suppliers prescribed by the Client to the Contractor. The Contractor's liability for mutilation or loss of data or information of the Client and/or third parties (including personal data and business information) is also excluded.

9.3 Limitations of liability in favor of the Contractor as included in these General Terms and Conditions of Delivery, including this article 9, do not apply if and insofar as the damage suffered is caused by intent or deliberate recklessness on the part of the Contractor or its own managerial subordinates.

9.4 Articles 9.1 through 9.3 apply accordingly to indemnities and guarantees provided by the Contractor.

9.5 The Client indemnifies the Contractor and will fully compensate the Contractor in connection with all claims by third parties for product liability as a result of a defect in the Software, Hardware, or any other material supplied by the Client to a third party and which partly consisted of Software, Hardware, or other materials supplied by the Contractor, except and insofar as it is established in court that the damage was caused by the Software, Hardware, or other materials supplied by the Contractor. The applicability of article 7:404 of the Dutch Civil Code is expressly excluded.

9.6 In the case of delivery, development, sale, License, or any other provision of Software, Hardware, or Services by the Contractor for Clients active in the medical sector (including hospitals and clinics), the Contractor is never liable for damages (including personal injury) resulting from or with the help of the relevant Software, Hardware, and/or Services provided and/or generated diagnoses, advice, treatments, etc. by the Client. The Client indemnifies the Contractor and will fully compensate the Contractor in connection with all claims by third parties (including patients and/or clients of the Client) in that regard. Unless expressly agreed otherwise in writing, the Contractor is never responsible for obtaining approvals from (supervisory) authorities such as the U.S. Food & Drug Administration (FDA).

9.7 If the parties have agreed on a penalty in addition to the right to compensation, any contractual penalties forfeited and amounts paid or to be paid under indemnities will be deducted from any compensation for the same event.

9.8 The Contractor has taken out liability insurance and will maintain it to the extent necessary and customary according to the nature and scope of the Services and industry conventions. The Client is not included as a co-insured in the Contractor's insurance. If desired, the Client can obtain a copy of the relevant policy.

9.9 Any claim against the Contractor, except those acknowledged by the Contractor, expires by the mere lapse of six (6) months after the claim arises.

9.10 Liability-limiting, excluding, or determining conditions imposed on the Contractor by suppliers or subcontractors of the Contractor in connection with the delivered goods may also be imposed by the Contractor on the Client.

9.11 Employees of the Contractor or third parties engaged by the Contractor for the execution of the Agreement may invoke all defenses arising from the Agreement as if they were themselves a party to that Agreement.

9.12 The Client will indemnify the Contractor, its employees, and its engaged third parties for any claim by third parties in connection with the execution of the Agreement by the Contractor.

9.13 The Contractor undertakes to timely and fully pay the wage tax and social security contributions due for the Contractor's employee(s) under the law of the country

where the Contractor is established and indemnifies the Client and will fully compensate the Client in connection with any claim in this regard.

9.14 The Client acknowledges that products, including Software and Hardware and related technology, may be subject to certain import and export controls and the Client is solely responsible for obtaining all relevant approvals and permits and for ensuring that its use of the products supplied by the Contractor complies with and does not violate relevant import and export laws and regulations, including those of the (Export Administration Regulations of the) US Department of Commerce. The Client confirms that the obligations in this article also continue after the end of the Agreement and indemnifies the Contractor and will fully compensate the Contractor in connection with all claims, damages, and costs resulting from a breach by the Client of this article 9.14.

9.15 Unless otherwise agreed in writing or unless mandatory law provides otherwise, the Client is responsible for obtaining and affixing CE marking or similar certifications required by applicable Dutch, European, or other applicable laws and regulations, and only the Client is responsible for compliance in this regard. The Client indemnifies the Contractor and will fully compensate the Contractor in connection with all claims by third parties in this respect.

9.16 The Client undertakes at all times to comply with (commercial and financial) export restrictions imposed on certain countries by, in particular, the European Union, the United States, and the United Nations, and will therefore not resell products to natural or legal persons listed on any list of sanctioned parties. The Client confirms that the obligations in this article also continue after the end of the Agreement and indemnifies the Contractor and will fully compensate the Contractor in connection with all damages and claims resulting from a breach by the Client of this article 9.16.

9.17 The Client will itself investigate whether, in the context of Services to be performed by the Contractor, safety or similar measures are necessary to limit injury or other damage and will, if necessary, take such measures in a timely and adequate manner (prior to the commencement of the Services). The Client indemnifies the Contractor and will fully compensate the Contractor in connection with all damages (including the Contractor's attorney's fees) suffered by the Contractor as a result of a breach by the Client of the obligations under this article 9.17.

9.18 The exclusions and limitations of liability referred to in this article 9 do not affect the other exclusions and limitations of liability of the Contractor under these General Terms and Conditions of Delivery.

10. GENERAL WARRANTY

10.1 For parts of the delivered goods that the Contractor obtains from third parties, the Contractor's warranty obligations towards the Client are never greater nor of longer duration than the warranty obligations of those third parties towards the Contractor. The Contractor will be discharged in this respect when it assigns its claim against that third party to the Client.

10.2 The Client is obliged to enable the Contractor to provide a warranty if requested and will, in this context, provide the Contractor with, among other things, computer time, (office) space, and communication facilities if requested.

10.3 The warranty conditions regarding Software are included in article 20 and for Hardware in article 27.

10.4 (Non-)conformity is determined solely on the basis of these General Terms and Conditions of Delivery and/or the Agreement, and article 7:17 of the Dutch Civil Code is therefore never applicable.

11. INDEMNIFICATION OF INTELLECTUAL PROPERTY RIGHTS

11.1 The Contractor indemnifies the Client against justified claims by third parties regarding infringements of patent, copyright, and/or database rights related to (the use of) Software

and/or Hardware developed by the Contractor itself, provided that the Client: (a) immediately notifies the Contractor of such claims; (b) does not acknowledge the claims; and (c) cooperates in the defense of such claims.

11.2 The Contractor's liability with regard to the aforementioned infringements is fully and exclusively limited to the obligations described in this article 11.

11.3 If it is irrevocably established in court that the use of the Software and/or Hardware or any part thereof infringes patent, copyright, and/or database rights of any third party as a result of an act or omission of the Contractor, and as a result the Client can be and/or is denied the use of the Software and/or Hardware or any part thereof by or on behalf of the right holder, the Contractor will, at its own expense, at its discretion and choice, either: a. obtain the right for the Client to continue using the Software and/or Hardware or the relevant part thereof; b. replace the Software and/or Hardware or the relevant part thereof with software and/or components that do not infringe as described above; c. modify the Software and/or Hardware so that the infringement is terminated; d. take back the Software and/or Hardware or the relevant part thereof against payment of an amount to be reasonably determined by the Contractor.

11.4 A change and/or replacement of the Software and/or Hardware or the relevant part thereof made in accordance with article 11.3 will, if possible, not result in the Client being substantially restricted in the use of the Software and/or Hardware.

11.5 The obligation to indemnify as referred to in this article 11 lapses if and insofar as (a) the relevant infringement is related to changes made by the Client to the Software and/or Hardware or made by third parties (including affiliated companies, distributors, agents, or subcontractors of the Client) without the prior written consent of the Contractor, (b) it concerns an indirect infringement, (c) the relevant infringement originates from a combination of the Software and/or Hardware with other products or (whether or not Open Source) software, (d) the relevant claim is reported after a period of three years after

delivery by the Contractor to the Client, (e) the infringement is related to a design, specifications, or instructions of the Client, (f) the infringement arises if the Software was developed by (an Employee of) the Contractor in the context of an Agreement in which the Client has control and supervision over the Employee of the Contractor, such as in secondment, (g) the infringement directly or indirectly results from unauthorized use by the Client of the delivered goods (including a breach of the scope of a License), (h) the relevant claim directly or indirectly results from Software or prototypes provided by the Client to the Contractor (whether or not Open Source), (i) the relevant claim results from an infringement of Intellectual Property Rights of third parties covering a standard established by a standardization body and/or agreed between at least two companies, or (j) an infringement is otherwise attributable or imputable to the Client.

12. PAYMENT AND SECURITY

12.1 Payment must be made within thirty (30) days of the invoice date. However, the Contractor is at all times entitled to demand full or partial advance payment and/or otherwise obtain security for payment.

12.2 The Client's right to set-off or suspension with regard to amounts owed to the Contractor is excluded.

12.3 If the invoice only relates to hours worked by the Contractor's employee, it may be agreed with the Client that the Client may split the payment of the invoice, namely thirty (30)%— equal to the statutory obligations regarding the withholding and payment of wage tax and social security contributions (the "Statutory Obligations") of the hourly rate invoiced by the Contractor—into the Contractor's G account and the remaining seventy (70)% into the account as defined by the Contractor on the relevant invoice. For this purpose, the Contractor will maintain a G account with a reputable bank during the term of the Agreement.

12.4 Objections to amounts invoiced by the Contractor must be made known to the

Contractor in writing before the expiry of the payment term, failing which the correctness of the invoiced amounts will be established between the parties after the expiry of the payment term. For the determination of the amounts owed by the Client, the Contractor's data is decisive unless the Client proves that this data is incorrect.

12.5 If the Client does not pay any amount owed by it in accordance with the preceding articles, the Client is in default without notice of default. As soon as the Client is in default with any payment, all other claims of the Contractor against the Client become due and payable, and default also occurs immediately with regard to those claims without notice of default. From the day on which the Client is in default, the Client owes the Contractor the statutory interest as referred to in articles 6:119a and 6:120 of the Dutch Civil Code (statutory commercial interest), as well as reasonable (extrajudicial) costs and collection costs.

13. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

13.1 The parties shall do everything reasonably possible to keep confidential information received from the other party secret. Information is confidential if 1) a prudent entrepreneur would consider it confidential, regardless of whether it is marked as "confidential" or "proprietary," and/or 2) it reasonably appears to be confidential or proprietary in light of the circumstances of disclosure or the nature of the information itself. Furthermore, all information from the Contractor that is protected under the Trade Secrets Protection Act (Wbb) (by the Contractor as the holder thereof) is expressly also considered (strictly) confidential information. The confidentiality obligation applies during the term and for ten (10) years after termination of the Agreement, without prejudice to the (unlimited) rights of the Contractor under the Wbb.

13.2 The Client undertakes, in light of the foregoing, to do everything reasonably possible to keep the Software and/or Hardware and/or Documentation (and especially when they qualify as trade secrets) confidential.

13.3 If the Contractor processes personal data for the Client in the context of the execution of the Agreement, the Contractor is considered a "processor" within the meaning of the General Data Protection Regulation (GDPR), and the Agreement also serves as a processing agreement as referred to in Article 28(3) GDPR. The Contractor will take reasonable technical and organizational measures to secure personal data against loss or unlawful processing and will also comply with the provisions of Article 28(3)(a-h) and (4) GDPR. The Client guarantees that the content, use, and processing of personal data are not unlawful and do not infringe any rights of third parties. The Client also guarantees that it fully applies the principles of 'privacy by design' and 'privacy by default' in its contractual relationship with the Contractor and in the (IT) systems in which the Contractor acts as a processor. The Client indemnifies the Contractor and will fully compensate the Contractor in connection with all claims from third parties, including claims from the Data Protection Authority (AP) or similar supervisory authorities outside the Netherlands and/or data subjects whose personal data are processed by the Contractor in the context of the execution of the Agreement, unless the Client proves that the facts underlying the claim are attributable to the Contractor. An administrative fine imposed on the Supplier by the AP can never be recovered from the Contractor, unless there is intent or deliberate recklessness on the part of the Contractor or its managerial subordinates. In the event of a personal data breach as referred to in Article 4(12) GDPR (data breach), the Contractor will notify the Client in writing as soon as possible, preferably within 24 hours of discovering the data breach, after which the Client will inform the relevant supervisory authority(ies). Reporting a data breach remains the exclusive responsibility of the Client. The Client will, at the Contractor's first request, indicate in writing how it fulfills its obligations under privacy laws and regulations, including the GDPR, and will indicate whether any processing under an Agreement falls under the GDPR and whether this processing has been reported to the AP. The Client guarantees the Contractor that it has obtained all necessary authorizations for the lawful

processing of personal data before passing these personal data to the Contractor.

14. SUSPENSION, TERMINATION, AND FINANCIAL CONSEQUENCES OF PREMATURE TERMINATION

14.1 The Contractor is entitled to suspend its Services if and as soon as the Client does not, does not timely, or does not properly fulfill one or more of its obligations. Furthermore, the Contractor is entitled to suspend the execution of the Agreement if it appears that execution in practice deviates significantly from the provisions of the Agreement or otherwise the scope of the work has been significantly increased and the parties have not yet reached agreement on the consequences of the aforementioned deviation for the price and duration of the Agreement. In the cases mentioned in this article 14.1, all costs of suspension are borne by the Client.

14.2 Each party has the right, in the cases described below and to the extent granted below, to terminate the Agreement in whole or in part, with immediate effect, or to end it by giving notice, at the option of the terminating party: a. if the other party has been granted provisional or definitive suspension of payment or has been declared bankrupt; b. if the other party acts in violation of a material obligation under the Agreement and, after being given notice of default in writing, does not fulfill its obligations within a reasonable period; c. if the other party has acted in violation of the Agreement and performance or remedy is not (or no longer) possible, including a breach by the Client of the provisions of article 6 ((Intellectual Property) rights relating to Services, Software, Hardware, and Documentation) and/or article 21 (License to Software); d. In the case under c. of article 14.2, giving a period as in b. is not necessary.

14.3 The Contractor is, without prejudice to the other provisions of this article 14, at all times entitled to suspend its obligations under the Agreement or to terminate the Agreement with immediate effect if there are Extreme Diseases in the country where the Client is established or in the country where the Contractor

otherwise has any obligation to deliver under the Agreement.

14.4 Without prejudice to the other provisions of this article 14, in the event of premature termination of the Agreement, other than due to dissolution by a material breach of the Contractor established in court, the Client is obliged to reimburse the Contractor for the rates agreed in the Agreement up to the date of actual termination of the Services, as well as to reimburse (on the basis of the aforementioned rates) the already reserved working time of the relevant Contractor's employees (or, if applicable, engaged third parties). The obligations to undo under article 6:271 of the Dutch Civil Code are always excluded.

15. MISCELLANEOUS

15.1 Corporate social responsibility is an important part of the Contractor's organization. The Contractor works as ethically and transparently as reasonably possible, with attention to the interests of shareholders, employees, the environment, and society. The Contractor only does business with companies that respect the law and adhere to ethical standards and principles. The Client guarantees that it will use the products supplied by the Contractor in accordance with applicable laws and regulations regarding human rights (as referred to in the Universal Declaration of Human Rights), competition, working conditions, the prevention of corruption, bribery, and computer crime, and environmental protection. The aforementioned laws and regulations include, for example, the Criminal Code, the Anti-Money Laundering and Terrorist Financing Act, the Competition Act, the OECD Anti-Bribery Convention, and, where applicable, the UK Bribery Act and the US Foreign Corrupt Practices Act (FCPA). If the Client acts in violation of the laws and regulations referred to in this article 15.1, this may be a reason for the Contractor to immediately terminate the Agreement without any liability arising for the Contractor towards the Client.

15.2 Both the Client and the Contractor shall refrain, during the term of the Agreement and

for a period of twelve (12) months thereafter, from recruiting each other's employees involved in the execution of the Agreement (as employees or as contractors via a third party). If the parties act in violation of this obligation, the violating party forfeits to the other party an immediately due and non-reducible penalty of 100% of the gross annual salary of the relevant employee, without prejudice to the right of the other party to recover the actual damages suffered (insofar as these exceed the forfeited penalty).

15.3 At the Contractor's request, the Client shall provide the Contractor with equipment, materials, construction facilities, access to sites, (office) space, telecommunication facilities, data on information carriers, etc., for the execution of the Services arising from the Agreement between the parties. All items must comply with the Contractor's specifications, and the work and/or office space must comply with applicable occupational health and safety, health, safety, and other legal requirements regarding working conditions. The Client is responsible for ensuring that the Contractor can apply the VCA guidelines and NEN 3140 regulations at the location, and the Client may not prescribe anything that would compromise safety. The Client indemnifies the Contractor and will fully compensate the Contractor in connection with all claims by the Employee(s) or third parties engaged by the Contractor against the Contractor under article 7:658 of the Dutch Civil Code if this article 15.3 is not complied with.

15.4 The Client is required, if desired, to designate one or more employees who will act as contact persons for the Contractor.

15.5 If any provision(s) of these General Terms and Conditions of Delivery is (are) null and void or annulled, the other provisions of these General Terms and Conditions of Delivery shall remain in full force and effect, and the parties shall consult to agree on new provision(s) to replace the null or annulled provision(s), taking into account as much as possible the purpose and intent of the null or annulled provision(s).

15.6 Written communication between the Client and the Contractor takes place by post, fax, and/or email, which are accepted by the parties as documentary evidence.

15.7 The Contractor is entitled to amend these General Terms and Conditions of Delivery. The amendments take effect four weeks after the announcement or on a later date specified in the announcement. The announcement is made on the Contractor's website.

16. DISPUTES AND APPLICABLE LAW

16.1 All disputes between the parties shall be settled exclusively by the competent court in Haarlem and higher courts, unless the Contractor prefers another competent court.

16.2 The relationship between the parties, including during the Negotiations, is governed exclusively by Dutch law, excluding the rules regarding the choice of applicable law under the rules of private international law. The applicability of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods) is expressly excluded.

17. INCONSISTENCY BETWEEN THE DUTCH TEXT AND TRANSLATION(S)

17.1 In the event of inconsistency between the Dutch version of these General Terms and Conditions of Delivery and any translated version, the Dutch version is binding. The Contractor is at all times entitled to linguistically adjust a translated version (interim) without communicating this (the latest version will always be available on the Contractor's website).

B – SPECIAL PROVISIONS

18. DEVELOPMENT, MODIFICATION, AND ACCEPTANCE OF SOFTWARE

18.1 If it has been agreed that the Contractor will develop Software or modify Software, the Contractor will develop and/or modify the Software in accordance with the document signed by both parties in which the Specifications are included. The Client

acknowledges that the Specifications are partly based on data to be provided by the Client, and the Client guarantees the accuracy, completeness, and consistency of this data. If the design of the Software is based on a legal standard, quality standard, and/or a standard otherwise used or customary in the industry, the Client is responsible for the correct interpretation of this standard so that the Contractor can adequately adapt the Specifications accordingly.

18.2 In the cases referred to in article 18.1, it will be determined by means of an acceptance test to be carried out by and under the responsibility of the Client whether the Contractor has fulfilled the assignment given to it. This is the case if the acceptance test shows that the Software essentially functions in accordance with the Specifications referred to in article 18.1. In the event of a successful acceptance test, the Client will sign and hand over to the Contractor an acceptance statement within three (3) days after the acceptance test has been passed, confirming the successful completion of the acceptance test. The acceptance test will consist of executing a set of test scenarios ("the Test Plan") to be agreed upon. At the first request of the Contractor or the Client, the Client or Contractor will make a proposal for such a Test Plan.

18.3 If the Software deviates from the Specifications referred to in article 18.1 only in non-essential parts, in the opinion of the Contractor, the acceptance test is deemed to have been passed. Such deviations will be stated in the acceptance statement referred to in article 18.2, and the Contractor will endeavor to remedy those deviations as soon as possible.

18.4 As soon as possible after the Client has notified the Contractor in writing that: a. the progress of the acceptance test is so hindered by deviations from the Specifications referred to in article 18.1 that the acceptance test cannot reasonably proceed; or b. the acceptance test has not been passed due to deviations from the Specifications referred to in article 18.1; the Contractor will start all work necessary to ensure the progress or success

of the acceptance test. The acceptance test will then be continued or restarted, after which the provisions of this article will apply until the acceptance test is passed.

18.5 If the Client has not, within three (3) days after the expiry of the period provided for the acceptance test in the schedule or another document, made one of the notifications referred to in article 18.4 or handed over the acceptance statement referred to in article 18.2 to the Contractor, the acceptance test is deemed to have been passed and it is established that the Contractor has fulfilled the assignment given to it.

18.6 If the Client makes any use (other than for testing purposes) of the Software before acceptance, the Software is deemed to have been fully accepted from the start of such use. Any damage arising from such use is entirely at the Client's expense.

18.7 If partial acceptance tests have been agreed, the same procedure as set out in articles 18.2 to 18.6 applies to those partial acceptance tests.

18.8 If it is not specified for how long the (partial) acceptance test(s) will be performed, the test(s) will be performed within fourteen (14) days after the Software has been made available.

18.9 If it has been agreed that an Agreement will be executed in phases, the Contractor is entitled to suspend the work relating to the next phase until the Client has approved the results of the previous phase in writing or, if the phase is concluded with a partial acceptance test, the relevant partial acceptance test has been passed. If the suspension is not entirely attributable to the Contractor, the Client is obliged to compensate the Contractor for the (delay) damages suffered by the Contractor as a result of the suspension. The provisions of article 19.6 apply in full.

18.10 The procedure set out in articles 18.2 to 18.9 also applies if the Contractor has made standard software (from third parties) available to the Client and, contrary to article 5.2, it has been agreed that the Client must perform an acceptance test.

18.11 The Contractor is in no case obliged to reconstruct and/or restore lost or corrupted data.

18.12 All contractual obligations of the Contractor with regard to (the part of) the Software will have been fulfilled on the day that the Client has accepted (the part of) the Software in accordance with this article 18, except for the obligations set out in article 20 of these General Terms and Conditions of Delivery, if applicable.

18.13 If the Contractor develops a (mobile) app for the Client for further exploitation by the Client and the Client, under the Agreement, can exploit this (mobile) app in online app stores (e.g., Google, Apple, or Windows), only the Client is responsible for ensuring that this app is accepted in online app stores. Only the Client is responsible for complying with the applicable conditions of the aforementioned online app stores. The Client indemnifies the Contractor and will fully compensate the Contractor in connection with all claims, damages, and costs that may arise for the Contractor from non-compliance with the intended conditions.

18.14 If agreed, the Software may be developed based on (Agile) Scrum. The Client acknowledges that with this form of development, the final result cannot be specified and that, therefore, only a best-efforts obligation applies to the Contractor. The Client also acknowledges that within Agile Scrum, the cooperation of the Client and its staff is of great importance for successful development. The Client ensures that its staff involved in the development have the necessary skills and experience for the tasks they are to perform and that this staff will be available at the times necessary.

19. ADDITIONAL AND REDUCED WORK FOR SOFTWARE

19.1 When circumstances arise that lead to an increase or decrease in costs, the Contractor will inform the Client as soon as possible.

19.2 Cost-increasing circumstances not attributable to the Contractor will be settled as additional (extra) work as specified in article 19.6, unless the parties have agreed otherwise in writing. In other comparable circumstances, the parties will consult as soon as possible to reach a fair mutual settlement. Additional work requires prior written agreement. Reduced work will be processed in the same way as additional work.

19.3 There is, in any case, additional and reduced work:

a. in the event of a change in the Agreement, Specification, scope of the goods and/or Services to be delivered proposed and then agreed by the Client or Contractor (changes in the specifications ("the contract") of the Client, the work, or the conditions for performing the work);

b. in the event of deviations from the amounts of agreed provisional sums and of adjustable and/or estimated quantities;

c. in other cases as specified in an Agreement and/or these General Terms and Conditions of Delivery.

19.4 The Contractor is not obliged to carry out a proposed change if the change:

a. is not requested in writing, or

b. would lead to an unacceptable disruption of the work, or

c. if the parties do not agree on the financial consequences and the consequences for the schedule and work plan.

19.5 If the Contractor is willing to carry out the change, the Contractor will send the Client a written price offer with the following information:

a. the balance, formed by all direct and indirect costs, profit, and risk related to the change, less any savings resulting from the implementation of the change, and

b. the adjustment of the Services, schedule, and work plan, and

c. the adjustment of the payment terms or payment conditions.

19.6 Settlement of additional and reduced work will take place as much as possible at once with the next invoice, unless the parties have expressly agreed otherwise in writing.

20. WARRANTY IN CASE OF SOFTWARE DELIVERY

20.1 If no acceptance test has been agreed between the Contractor and the Client, the Client accepts the Software "As is" (with all visible and invisible errors and defects) upon delivery, without prejudice to the Contractor's obligations under article 20.2 and further.

20.2 The Contractor guarantees that the Software essentially functions in accordance with the Specifications. The warranty consists of the correction of Errors in accordance with the provisions of these General Terms and Conditions of Delivery.

20.3 Unless otherwise agreed in writing, the warranty period is six (6) months after delivery or, if an acceptance test has been agreed, after the acceptance test has been passed. After correction of Errors during the warranty period, a warranty period of three (3) months applies to these correction activities, with the total warranty period never exceeding nine (9) months after delivery or acceptance.

20.4 If, in the opinion of the Client, the Software contains Errors during the warranty period, the Client must notify the Contractor in writing and in detail as soon as possible, but no later than fourteen (14) days after the Errors become apparent, failing which any claim against the Contractor lapses.

20.5 If, after receiving the notification referred to in article 20.4, the Contractor finds Errors, then:

a. if it has been agreed that the Contractor will correct Errors by providing New Versions or Updates of the Software, the Contractor will endeavor to correct those Errors in the next New Version or Update, unless this is no longer reasonably possible, in which case the Contractor will

endeavor to correct the relevant Errors in the subsequent New Version or Update. The Contractor cannot be obliged to release New Versions or Updates, nor can the Contractor be obliged to do so at any time other than a time determined by the Contractor;

b. if it has been agreed that the Contractor will correct Errors other than by providing New Versions or Updates, the Contractor will endeavor to correct the Errors as soon as possible.

20.6 Without prejudice to the provisions of article 20.7 and except in the case of projects on a time and materials basis and secondment, repair work carried out under warranty claims acknowledged by the Contractor will be performed free of charge.

20.7 If, before, during, or after the Contractor performs repair work, it appears that Errors are related to circumstances not attributable to the Contractor, the Contractor will inform the Client as soon as reasonably possible, and the repair work to be performed or already performed by the Contractor will be charged to the Client at the then applicable rates. These repair works are therefore not covered by the warranty. Circumstances not attributable to the Contractor include, but are not limited to:

a. the instructions for use given by the Contractor have not been followed exactly and/or there is otherwise incorrect use or insufficient care;

b. the Software and/or (associated) Hardware has been used improperly and/or not in accordance with the Specifications and/or the Documentation;

c. the Errors are due to defective installation, transport, or storage;

d. the Client or third parties not engaged by the Contractor have performed work (including maintenance) on the Software and/or (associated) Hardware without the Contractor's permission;

e. demonstrating Errors in Hardware and/or Software from third parties that become visible as a result of the Software supplied by the Contractor;

f. the Errors are due to environmental tests or other tests under special operating conditions;

g. the Client has not, not properly, or not timely fulfilled an obligation arising from the underlying Agreement towards the Contractor;

h. external causes such as (rain)water, heating, fire, accidents, defects in communication lines or power supply, etc.

20.8 After the warranty period referred to in article 20.3, the Contractor is not (any longer) obliged to remedy any Errors, unless the Contractor and the Client have entered into a maintenance agreement in which the correction of the relevant Errors is included.

21. SOFTWARE LICENSE

21.1 Unless expressly agreed otherwise in writing, the License granted by the Contractor to the Client is a non-exclusive, non-pledgeable, non-sublicensable, and non-transferable right to use the provided or designed Software and Documentation only for its own applications, for the duration of the Agreement, and in accordance with the provisions of this article 21. The Client is therefore prohibited from having the Software used by, for, or on behalf of third parties (including via sale, rental, SaaS, and/or outsourcing), even if the relevant third party uses the Software solely for the benefit of the Client. The Software must be used as described in the Documentation. The Contractor is entitled to take technical measures to protect the Software. The Client shall never remove or circumvent such measures.

21.2 If the Contractor and the Client have agreed on a License for a certain period, this License will be tacitly renewed for successive periods of one (1) year, unless terminated by the Client or the Contractor at the end of the initial term

or the respective year, subject to a notice period of at least three (3) months. The Client shall ensure timely payment of the applicable License fees each time, failing which the Contractor is entitled to terminate the License immediately.

21.3 If it has been agreed that the Software may only be used on one or more specifically designated computers and/or at one or more specifically designated locations, the Client is—if and as long as use of the Software on the specifically designated computers or locations is undesirable or impossible due to malfunctions, maintenance, emergencies, replacement, or relocation—entitled to use the Software on replacement computers or locations. In that case, the Client must immediately notify the Contractor in writing. In no case may the Software then be used simultaneously on more than the agreed number of computers or locations. If the Client's business changes due to a merger, split, or transfer of activities under special title, resulting in a different or broader group of users of the Software, the Client must notify the Contractor in advance in writing. The License to the Software ends by operation of law on the date of the merger, split, and/or transfer unless the Contractor has given prior written permission for continuation of the License, to which the Contractor may attach further (reasonable) conditions (for example, regarding usage restrictions, number of users, and applicable fees).

21.4 Unless otherwise agreed in writing, the Contractor will only provide the Executables of the Software to the Client. The right of use therefore expressly does not extend to the source code, and the source code will not be made available to the Client.

21.5 The Client is not entitled to translate, edit, arrange, or otherwise modify the Software, nor to create (or attempt to create) the source code of the Software by means of reverse engineering or otherwise, unless the Client is permitted to do so under mandatory law.

21.6 The Client is not entitled to reproduce or disclose the Software or to transfer copies thereof in whole or in part to any third party or otherwise bring them to the knowledge or

under the control of a third party (for example, by granting a (sub)license, rental and leasing, sale, Hosting, or otherwise). Only if the Contractor no longer wishes to maintain the Software, for reasons other than an attributable shortcoming or unlawful act by the Client, is the Client entitled to have the Software maintained by a third party.

21.7 System and/or application Software and/or Hardware from third parties to be supplied by the Contractor will be supplied in accordance with the applicable License and warranty conditions of these third parties. The Client is responsible for compliance with the relevant License during use, provided the Contractor has given the Client the opportunity to take note of the (License) conditions (unless this obligation does not apply under article 6:235(1) or (3) of the Dutch Civil Code). If, for any reason, the aforementioned (License and warranty) conditions of the said third parties do not apply, the provisions of these General Terms and Conditions of Delivery apply in full. The Contractor does not accept any liability for defects, delays, or damages, direct or indirect, or consequential damages caused by the Software and/or Hardware of these third parties, except and up to the amount that the third party is willing to accept under its liability and actually compensates as damages. The relevant third party remains, in accordance with the relevant License, the owner of all Intellectual Property Rights to the Software and/or Hardware originating from this third party and the associated Documentation used in connection with the Software and/or Services provided by the Contractor.

21.8 If the Client makes unauthorized use of the Software and/or Documentation licensed by the Contractor, the Contractor is entitled to terminate the relevant Agreement with immediate effect, and the Client is liable for the damages suffered by the Contractor as a result (including damages suffered by the Contractor as a result of claims from third parties and/or its licensors). The Contractor is at all times entitled to monitor the Client's use of the Software by technical means.

21.9 The Contractor is entitled to terminate the License (interim) if an essential right of use for the License of a licensor of the Contractor is terminated or otherwise ends. The Contractor will, where possible, inform the Client in good time so that the Client can switch to an alternative.

21.10 Upon termination of the License, the Client must cease all use of the Software and associated Documentation no later than the date of termination, uninstall the Software, and return all media on which the Software and associated Documentation are stored to the Contractor. All copies of the Software and associated Documentation that the Client has installed or otherwise made must be deleted no later than the aforementioned date. Any interim termination of the License, or the actual cessation of use by the Client, does not entitle the Client to a refund of License fees already paid or to a credit of fees already invoiced. The fees still due for the remaining agreed duration become immediately and fully due in the event of interim termination of the License. The foregoing does not apply if the termination is the result of an attributable shortcoming of the Contractor only.

21.11 The Contractor is not obliged to release New Versions and/or Updates of the Software. The Contractor will, however, endeavor to investigate possibilities to release any New Versions and/or Updates. The Client is obliged to implement New Versions and/or Updates made available by the Contractor within a reasonable period to be agreed upon, if applicable. If the Client does not do so, the Contractor is entitled to suspend or limit the maintenance work, without prejudice to the Client's obligation to pay the annual License fees during the agreed period of use. The Contractor is also liable for all damages resulting from this.

21.12 If an Escrow arrangement is agreed between the parties, the Client will only obtain a right to use the source codes of the relevant Software and/or Documentation in the event of an Escrow situation. By handing over or using the source codes, the Client will never acquire any Intellectual Property Rights. The Client only has the right to use the source codes and Documentation for corrective maintenance, including supplementing, expanding, and/or

improving to exploit the Software for its own use, but the Client will never be allowed to sublicense and/or sell and/or otherwise exploit the (modified) source codes and associated Software and Documentation. The right to use the source codes ends by operation of law if the Client has ceased using the Software or the Contractor is again able to fulfill its obligations under the same or similar conditions, in which case the Client must immediately return the source code of the relevant Software and Documentation to the Contractor.

21.13 If, in a particular case, it is agreed between the parties that the Client not only obtains a License but that certain Intellectual Property Rights to the Software and/or Hardware and/or Documentation developed in accordance with the Agreement will be transferred to the Client, the provisions of article 6.2 apply, and this must therefore be expressly stipulated in the Agreement (failing which there is only a License). Intellectual Property Rights of the Contractor and/or third parties (including licensors of the Contractor) that already exist at the time of entering into the Agreement ("Existing IPR"), or arise from the work performed by the Contractor on or with Existing IPR, can never be the subject of a transfer as referred to above.

22. OPEN SOURCE SOFTWARE

22.1 The Contractor is entitled, especially in the development of Software and the granting of Licenses, to use Open Source Software and will inform the Client if the Contractor has used Open Source Software and, in the Contractor's opinion, this has consequences for the use of Software developed by the Contractor and/or for the Client's License, for example, if there is an obligation to distribute the Software supplied by the Contractor (in whole or in part) only as Open Source. The Contractor will also inform the Client about the applicable (license) conditions for that Open Source Software. The Client is solely responsible for compliance with the Open Source (license) conditions and indemnifies the Contractor and will fully compensate the Contractor in connection with all claims, damages, and costs that may arise

for the Contractor from non-compliance with the intended conditions.

22.2 The Client will at all times inform the Contractor if the Client's Software and/or Hardware to which the Contractor provides Services (for example, maintenance) contains Open Source Software. The Contractor may then impose further conditions on its services, and the Client indemnifies the Contractor and will fully compensate the Contractor in connection with all claims, damages, and costs related to the use of the Open Source Software.

23. CLOUD SERVICES

23.1 If the Contractor's Services consist of making Cloud Services available to the Client, the provisions of this article 23 apply.

23.2 Unless expressly agreed otherwise, the Client acknowledges that the Cloud Services are provided by the Contractor for or made available to the Client, and the Client is therefore not permitted to allow third parties to use the Cloud Services. If and to the extent that it is expressly agreed in an Agreement that third parties may use the Cloud Services, only the Client is responsible for the use made by these third parties of the Cloud Services, and the Client indemnifies the Contractor and will fully compensate the Contractor in connection with all claims by these third parties that they may assert against the Contractor as a result of such use.

23.3 If the Contractor provides a (Hardware and/or Software) platform to the Client in the context of the Cloud Services on which the Client can develop its own services and facilities, only the Client is responsible for the use of this platform and the results based on it, and the Client indemnifies the Contractor and will fully compensate the Contractor in connection with all claims by third parties that they may assert against the Contractor as a result of the Client's use of the platform.

23.4 The Client acknowledges that login or access codes granted by the Contractor are personal, confidential, and non-transferable. The Client ensures that each user of the Client takes

reasonable measures to prevent unauthorized use.

23.5 As compensation for the Cloud Services, the Client will owe a periodic fee (subscription) and/or a "pay-for-use" fee (e.g., depending on the number of users and/or devices). Periodic fees must be paid in advance.

23.6 Unless expressly agreed otherwise in writing between the Contractor and the Client, the Client is responsible for the interoperability desired by the Client with systems, infrastructure, connections, Software, and Hardware already present at the Client.

23.7 Only the Client is responsible for the management and use of the Cloud Services made available by the Contractor and the way in which the results of the Cloud Services are used. If the Client and its authorized users themselves enter, store, and process data using the Cloud Services, the Contractor has no knowledge of this data and is not obliged to check its accuracy and/or lawfulness. The Contractor is therefore not liable for any damage resulting from the data entered by the Client, and the Client indemnifies the Contractor and will fully compensate the Contractor in connection with all damage and claims by third parties based on the use made by the Client of the Cloud Services.

23.8 If and to the extent that Software from third parties is made available to the Client in the context of the Cloud Services (and provided this is made known by the Contractor), the conditions of those third parties apply to that Software, which conditions prevail over the provisions of these General Terms and Conditions of Delivery. The Client accepts the applicability of the intended conditions of these third parties. If the Contractor uses a supplier regarding its Cloud Services (for example, a third party that provides Hosting), the Contractor can never be held liable to the Client for the use and any maintenance of the Software made available via the Cloud Services for more or otherwise than applies in the relationship between the Contractor and its relevant supplier. If the Contractor makes Software owned by the Client available to the Client via the Contractor's Cloud Services, possibly via third parties, the Client grants the

Contractor all rights to perform these Cloud Services for and/or on behalf of the Client.

23.9 The Contractor will endeavor to ensure that the Cloud Services function properly and strives for the highest possible availability, quality, and security of the Cloud Services. However, unless expressly stated otherwise in the Agreement, the Contractor does not provide any guarantee in this regard. Any availability guaranteed by the Contractor in an Agreement only applies up to and including the Contractor's infrastructure. The Contractor is not responsible for telecommunications connections from its infrastructure, including telecommunications connections of the Client, and only the Client is therefore responsible for (the proper functioning of) the Client's infrastructure or that of relevant third parties for which the Client has licenses to use the Cloud Services, as well as for the Hardware and Software (including any auxiliary applications), configuration, and internet connections physically or otherwise present at the Client, connection to the power grid, and other connections required for access to and use of the Cloud Services. An obligation of result exists only if this has been expressly agreed in writing between the parties in an Agreement.

23.10 The Contractor is permitted to continue the performance of its Cloud Services using a New Version or Update of the Software. The Contractor is not obliged to maintain or modify certain specific properties or functionalities of the Cloud Services or Software for the Client. However, the Contractor will consult with the Client prior to the implementation of New Versions or Updates if these are expected to result in a loss of performance or functionality of the Cloud Services (including reduced availability). The obligation to consult does not apply if the New Version or Update must be applied for security reasons.

23.11 The Contractor is permitted to temporarily or permanently suspend its Cloud Services in whole or in part for maintenance, modification, or improvement of the computer systems. The Contractor will, as much as possible, schedule such suspension outside office hours and inform the Client (where possible) in good time of the planned suspension. The Contractor will

never be liable to the Client for damages due to such suspension.

23.12 When using the Cloud Services, the Client will act in accordance with applicable laws and regulations and guarantees (also on behalf of its users) in particular:

    a.   that the Client will not perform (or allow to be performed) any actions that may cause disruptions in the Cloud Services, networks, or (telecommunications) infrastructures;

    b.   that the Client will not perform (or allow to be performed) any actions that are punishable against the Contractor or third parties;

    c.   that the Client is responsible for protecting its equipment, (telecommunications) infrastructure, and (internet) connections against, among other things, computer crime (including viruses) and/or other unlawful use by third parties;

    d.   that the Client will not in any way endanger the security of the Cloud Services implemented by the Contractor and/or third parties and will therefore keep provided access codes strictly confidential;

    e.   that the Client will not send (or allow to be sent) so-called 'spam'; and

    f.   that the Client will otherwise make reasonable use of the Cloud Services ('fair use').

23.13 The Contractor is entitled to immediately temporarily or permanently terminate access to and use of the Cloud Services if the Contractor has serious suspicions that the Client (or a user of the Client) is acting in violation of the provisions of this article 23, or a third party is acting in violation of this article 23 via the account of the Client (or a user of the Client). The Contractor will never be liable to the Client for damages due to such termination.

23.14 If the Client is to provide data to the Contractor, the transport and transmission of this data is at the Client's expense and risk. The Client guarantees that the aforementioned

data, as well as other materials, data, Software, and instructions provided by the Client to the Contractor, are correct, complete, and do not infringe any rights (including Intellectual Property Rights) of third parties.

23.15 All Intellectual Property Rights to all Software, Hardware, and other items used by the Contractor in the Cloud Services remain with the Contractor and/or its licensors. The Client will not infringe the Intellectual Property Rights of the Contractor, its licensors, and/or other third parties. If the Contractor finds that material is stored, processed, or otherwise used with the help of the Cloud Services and this is in violation of the aforementioned Intellectual Property Rights, the Contractor is entitled to immediately remove and destroy this material from the server(s). The Client hereby grants the Contractor permission for this. The Contractor will never be liable to the Client for damages due to such removal and/or destruction.

23.16 The Contractor is never obliged to make the Software made available via Cloud Services available to the Client in physical form.

23.17 The Contractor will endeavor to correct Errors in the Software within a reasonable period. However, the Contractor expressly does not guarantee, especially where the Software was not developed by the Contractor, that all Errors can be corrected or that the Software made available via Cloud Services will function without errors and interruptions. The Client undertakes to report Errors to the Contractor in detail and in writing. The Contractor is entitled to implement temporary solutions or program workarounds or problem-avoiding restrictions ("work-arounds") in the Software, or to wait for the correction of Errors until a New Version. If the Software was developed for the Client, the Contractor may charge the Client for the costs of correction according to its usual pricing.

23.18 The Contractor is never responsible for restoring corrupted or lost data nor can the Contractor be obliged to perform data conversion. The Contractor will endeavor to ensure that the Software made available via Cloud Services is timely adapted to changes in

relevant laws and regulations but expressly does not guarantee this.

23.19 Notwithstanding the provisions of article 13.3, the Client is obliged under relevant privacy legislation (including but not limited to the GDPR) to grant the following rights to data subjects: a) the right to information (art. 13 and 14 GDPR), b) the right of access (art. 15 GDPR), c) the right to rectification (art. 16 GDPR), d) the right to erasure (right to be forgotten, art. 17 GDPR), e) the right to restriction of processing (art. 18 GDPR), f) the right to data portability (art. 20 GDPR), g) the right to object (art. 21 GDPR), h) the right not to be subject to automated individual decision-making (art. 22 GDPR), and i) to demonstrate that the personal data have been restricted, transferred, deleted, or corrected. Only the Client is responsible for compliance with these obligations. The Contractor will, insofar as technically possible, cooperate with the obligations to be fulfilled by the Client. The costs associated with this cooperation are not included in the agreed price and fees of the Contractor and are therefore borne by the Client.

24. CYBERSECURITY SERVICES

24.1 The Client accepts that the actual quality and applicability for the Client of the Cybersecurity Services described in an Agreement and to be provided by the Contractor depends (also) on:

   a. the timely implementation by the Client of growth plans discussed and agreed between the Contractor and the Client to move from a low (maturity) level of security to a higher (maturity) level, and more generally, the timely implementation of instructions, execution of (project) plans, and implementation and execution of information security policies;

   b. the provision by the Client to the Contractor of a complete and accurate network architecture diagram of the industrial communication network to be secured by the Client; and

   c. the continuous updating by the Client of its own network and system software of each individual node (i.e., node and/or endpoint) within the industrial communication network to be secured by the Client according to the instructions of the relevant manufacturer and any applicable instructions from the Contractor.

24.2 The Client declares that it is not a provider of an essential service nor a provider of another service whose continuity is vital to Dutch society. The Client will actively inform the Contractor of any qualification of the Client as a provider of an essential service or provider of another service whose continuity is vital to Dutch society as referred to in the Network and Information Systems Security Act (WBNI). Unless expressly agreed otherwise, the Cybersecurity Services are not intended to meet the requirements of the WBNI.

24.3 The Client must have a risk management system that meets the requirements of ISO 31000 (Risk Management). This system also includes the operational information technology within the Client's company. The Client will provide the Contractor with insight into the system to determine which identified risks of breaching the security of operational information technology may cause serious harmful consequences, such as flooding (e.g., flooding of a polder or residential area), fire, reactor meltdown, major explosions (e.g., explosion of fertilizer or ammunition), serious water, soil, and air pollution (e.g., unlawful discharge of untreated sewage into surface water), general damage to public health (e.g., the formation of chlorine gas due to incorrect chlorine additions), contamination of food (sources), and/or contamination or damage to utilities.

24.4 If, based on the insight into the identified risks (as referred to in article 24.3), the Contractor believes that the Cybersecurity Services cannot be performed adequately, the Contractor will inform the Client as soon as possible. In that case, the Contractor is entitled (without any liability for damages) either to terminate the Agreement (for the provision of Cybersecurity Services) or to advise the Client

(at the Contractor's usual rates) (e.g., on improving its risk management). In the event of termination of the Agreement, the Client is obliged to compensate the Contractor for work already performed up to the moment of actual termination.

24.5 The Client grants the Contractor permission in the context of the Cybersecurity Services to:

   a. enter, use, and operate the systems and infrastructures to be investigated and/or tested, regardless of whether they belong to third parties, and

   b. use and/or install analysis tools in the Client's network, infrastructure, applications, and/or systems to detect or identify vulnerabilities.

24.6 Where necessary, the Client will ensure notification to and approval from third parties who may be affected by the provision of the Cybersecurity Services, and the Client indemnifies the Contractor and will fully compensate the Contractor in connection with claims from the said third parties. The Client remains responsible for the use and deployment of, among other things, analysis tools, hardware and software components if these systems, infrastructures, services, etc., affect a third party. The Client will also, where necessary, exchange confidential technical information to enable the Cybersecurity Services to be performed unhindered.

24.7 Notwithstanding the provisions of article 24.6, the Client guarantees that it has obtained permission from third parties who may be affected by the provision of the Cybersecurity Services and has properly informed them.

B2 – HARDWARE

25. DEVELOPMENT, DELIVERY AND ACCEPTANCE OF HARDWARE

25.1 If it has been agreed with the Client that the Contractor will develop Hardware, article 18.1 applies accordingly, whereby "Software" should be read as "Hardware" where appropriate. The Hardware must be used as described in the Documentation.

25.2 Hardware sold by the Contractor to the Client will, unless otherwise agreed in writing, be delivered at the location of the Contractor's warehouse. Delivery of the Hardware elsewhere than the Contractor's warehouse will take place at the agreed delivery location in the Netherlands at the rates agreed in the Agreement.

25.3 If it has been agreed that the Contractor will package the Hardware, the Contractor will do so according to reasonably applicable standards. If the Client requires a different method of packaging, the associated (additional) costs will be borne by the Client.

25.4 The Client is responsible for handling the packaging released at the Client in accordance with applicable government regulations. The Client indemnifies the Contractor and will fully compensate the Contractor in connection with claims from third parties resulting from a breach of this article by the Client.

25.5 The Client is obliged to inspect the Hardware upon delivery to determine whether the Hardware complies with the Agreement.

25.6 Unless previously agreed in writing by the Contractor, the Contractor is not obliged to accept returns from the Client. Returns are in any case no longer possible from the start of installation and/or commissioning.

25.7 Acceptance of returns by the Contractor never implies any acknowledgment by the Contractor of the reason for the return stated by the Client. The risk of returned Hardware remains with the Client until it has been credited by the Contractor.

25.8 Only if this has been agreed in an Agreement will the Contractor be responsible for the installation of the Hardware and, where necessary, for adapting the Hardware and Software in such a way that the Software and Hardware function in conjunction with the infrastructure in accordance with the Specifications stated in the Agreement.

25.9 The Client is responsible for a suitable installation site with all necessary facilities, including cabling and telecommunication facilities, in accordance with article 15.3.

25.10 The Client will grant the Contractor access to the installation site for the execution of the installation work referred to above.

25.11 The aforementioned installation work will take place in accordance with an installation plan agreed between the Client and the Contractor.

25.12 The Hardware is deemed accepted on the date of delivery, or, if installation by the Contractor has been agreed in writing, on the date of (ready-to-use) completion.

25.13 The operational delivery of the Hardware is deemed to have taken place upon acceptance of the delivery after completion of the installation according to the installation plan.

25.14 The parties expressly agree that all contractual obligations of the Contractor with respect to (the part of) the Hardware will have been fulfilled on the day that the Client has accepted (the part of) the Hardware in accordance with this article 25, except for the (warranty) obligations set out in article 27 of these General Terms and Conditions of Delivery.

26. ADDITIONAL AND REDUCED WORK FOR HARDWARE

26.1 When circumstances arise that lead to an increase or decrease in costs regarding the realization of Hardware, article 19 applies accordingly.

27. WARRANTY IN CASE OF HARDWARE DELIVERY

27.1 If no acceptance test has been agreed between the Contractor and the Client, the Client accepts the Hardware "As is" (with all visible and invisible errors and defects) upon delivery, without prejudice to the Contractor's obligations under article 27.2 and further.

27.2 Upon delivery of Hardware, the relevant factory warranty applies. If the Hardware has been realized by the Contractor itself, a warranty period of six (6) months applies. After correction of Errors during the warranty period, a warranty period of three (3) months applies

to these correction activities, with the total warranty period never exceeding nine (9) months after delivery or acceptance.

27.3 The provisions of article 20.7 of these General Terms and Conditions of Delivery also apply to Hardware delivered by the Contractor to the Client.

27.4 After the (factory) warranty period referred to in article 27.2, the Contractor is no longer obliged to remedy any Errors, unless a maintenance agreement has been concluded between the Contractor and the Client that includes correction of Errors.

27.5 In the event of a claim under the Hardware warranty, the Client must make the relevant Hardware (or part of the Hardware) available to the Contractor at its own expense and risk. Except as provided in a separate Agreement, the Contractor does not collect the defective Hardware from the Client's location or repair it on site.

27.6 If repair work is performed by the Contractor outside the warranty, the repair work performed or to be performed by the Contractor will be charged to the Client at the then applicable rates.

27.7 The Client must report externally visible defects at the time of inspection or test, or, if such inspection or test has not been agreed, within fourteen (14) days after delivery, failing which any claim against the Contractor lapses.

27.8 If Errors are found after the warranty period of the Hardware, the Contractor is not liable for this. However, the Contractor is in principle willing to correct the Errors at the Client's expense, by having the Client send the relevant Hardware at its own expense and risk.

B3 – MAINTENANCE

28. GENERAL MAINTENANCE

28.1 These maintenance provisions only apply if the Contractor and the Client have agreed in writing that the Contractor will perform maintenance work.

28.2 The Contractor will use its best efforts to perform the maintenance with the greatest

possible care. The Contractor will perform the maintenance in accordance with the maintenance agreement concluded with the Client and the methods described therein. The Contractor is only obliged to achieve certain service levels if these have been expressly agreed in writing in the relevant maintenance agreement (SLA).

28.3 If it has been agreed that the Contractor will maintain the Software and/or Hardware and/or Documentation, this maintenance will begin no later than immediately after the end of the warranty period. The maintenance consists of correcting Errors, in accordance with the following maintenance provisions and what the parties have specifically agreed in a maintenance agreement.

28.4 The Client guarantees that all legal requirements regarding the Software and Hardware on which the Contractor performs maintenance have been complied with, including the GDPR, and the Client indemnifies the Contractor and will fully compensate the Contractor in connection with all claims in this regard.

28.5 The Client bears the risk of loss, theft, or damage to Software and/or Hardware and/or Documentation during the period that the Contractor has them in its possession for the purpose of performing maintenance. It is up to the Client to adequately insure this risk. Before making Software and/or Hardware and/or Documentation available to the Contractor, the Client must ensure that the necessary backup copies have been made.

28.6 If, in the opinion of the Client, the Software and/or Hardware and/or Documentation contains Errors during the term of the maintenance agreement, the Client must notify the Contractor in writing as soon as possible, but no later than fourteen (14) days after the Errors become apparent.

28.7 The provisions of article 20.5 and article 20.7 of these General Terms and Conditions of Delivery expressly also apply to maintenance work. In addition to the circumstances mentioned in article 20.7, maintenance of the Software does not include correction of Errors resulting from or related to:

   a. changes, errors, or Errors in Hardware or other Software not maintained by the Contractor;

   b. failure to timely maintain the Software due to circumstances attributable to the Client;

   c. use of a version of Software that is no longer maintained by the Contractor;

   d. other causes not attributable to the Contractor.

28.8 Correction of corrupted or lost data and performing data conversion is not part of maintenance.

28.9 If the Client did not enter into a maintenance agreement with the Contractor at the same time as the Agreement for the delivery of the Software and/or Hardware, the Contractor cannot be obliged to enter into a maintenance agreement at a later date.

28.10 The Contractor reserves the right to suspend its maintenance obligations for the time that circumstances occur at the location of the Software and/or Hardware and/or Documentation that, in the Contractor's opinion, pose risks to the safety or health of the Contractor's employees and/or third parties engaged by the Contractor for the maintenance.

28.11 Unless otherwise agreed in the Agreement, the Contractor does not provide a warranty on maintenance work performed by the Contractor.

29. MAINTENANCE OF SOFTWARE

29.1 If it has been agreed that the Contractor will maintain the Software, this maintenance will only concern the latest version or release made available to the Client and the immediately preceding version or release. Other versions and releases will no longer be maintained, unless otherwise agreed in writing.

29.2 The Contractor is not obliged to release New Versions and/or Updates of the Software. The provisions of article 21.11 apply in full.

29.3 Unless expressly agreed otherwise in writing, the Client is not entitled to delivery of the source code and the materials required for maintenance. Maintenance only concerns Software in a form readable by computer equipment and recorded on computer-readable material.

29.4 Maintenance of Software will only extend to what has been expressly agreed between the parties. Maintenance work on Software for which no express agreements have been made will be performed on a subsequent calculation basis at the usual rates.

29.5 The Contractor will ensure that its expertise regarding the Software is kept up to date. The Contractor will, as laid down in a maintenance agreement, register and record in its administration the data relevant to Software maintenance regarding the work performed on the Software. The Contractor will provide the Client with access to the data thus recorded at the Client's first request.

29.6 The Contractor is entitled to inspect the Software, as well as the Hardware on which the Software to be maintained is installed, before starting maintenance. Based on the results of this inspection, the Contractor is entitled not to take the relevant Software into maintenance or to impose further conditions on the maintenance. Further conditions include, in any case, adapting and/or upgrading the Software, Hardware, system software, or connected networks in accordance with the Contractor's instructions.

29.7 The Contractor is entitled to implement temporary solutions or program workarounds or problem-avoiding restrictions ("work-arounds") in the Software. In the absence of express agreements in this regard, the Client will itself install, configure, parameterize, tune, and, if necessary, adapt the Software and user environment used, as well as the corrected Software or the New Version of the Software made available.

29.8 If the Contractor performs maintenance online ("remote access"), the Client will ensure a proper infrastructure and telecommunication facilities in accordance with the Contractor's instructions in this regard. If the infrastructure and telecommunication facilities do not meet the Contractor's requirements, the Contractor is entitled to suspend or limit maintenance.

30. MAINTENANCE OF HARDWARE

30.1 Maintenance of Hardware will only extend to what has been expressly agreed between the parties. Maintenance work on Hardware for which no express agreements have been made will be performed on a subsequent calculation basis at the usual rates.

30.2 The Contractor will ensure that its expertise regarding the Hardware is kept up to date. The Contractor will, as laid down in a maintenance agreement, register and record in its administration the data relevant to Hardware maintenance regarding the work performed on the Hardware. The Contractor will provide the Client with access to the data thus recorded at the Client's first request.

30.3 With regard to backup copies of data and Software, the provisions of article 28.5 of these General Terms and Conditions of Delivery apply.

30.4 Unless expressly agreed otherwise in the Agreement, the maintenance price does not include:

a. replacement of parts. This is done if, in the Contractor's opinion, it is necessary to repair or prevent malfunctions. This also includes work for partial or complete overhaul and/or modifications and updates or upgrades of the Hardware. The replaced parts become the property of the Client after full payment;

b. replacement of consumables such as (magnetic or digital) storage media, ink or toner cartridges, ink ribbons, paper, laser heads, batteries, and/or antennas;

c. the replacement costs of parts as well as maintenance work for the repair of malfunctions caused in whole or in part by attempts at repair or work by persons other than the Contractor or its assistants;

d.   relocation, moving, reinstallation of Hardware or work resulting from this;

e.   malfunctions that occur if the Hardware is not used in the normal office or production environment where it should be located;

f.   malfunctions or damage related to the use or installation of consumables or parts not prescribed by the manufacturer.

B4 – SECONDMENT

31. SECONDMENT

31.1 These provisions regarding secondment apply if the Contractor and the Client have agreed that the Contractor will second employee(s). Secondment only takes place in the Netherlands. For secondment outside the Netherlands, prior written consent from management is always required, which will depend on the applicable local laws and regulations.

31.2 Secondment within the meaning of these General Terms and Conditions of Delivery means the situation in which the Contractor temporarily makes one or more employee(s) of the Contractor (referred to in this article 31 as "the Employee(s)") available to the Client, who will perform certain work (referred to in this article 31 as "the Work") for—and under the direction and supervision and/or control of— the Client, as referred to in article 7:690 of the Dutch Civil Code.

31.3 The Contractor's responsibility is limited to making Employee(s) available who will perform the Work during the agreed period on a best-efforts basis, whereby the Contractor is never responsible for the result of the Work.

31.4 The Contractor has the right to replace the Employee(s) working at the Client, provided that (a) the quality of the Work is guaranteed and (b) the agreed end date is only extended by the possible training period of the replacement Employee.

31.5 If the replacement Employee needs a training period, which will be determined by both parties in consultation, this training period will:

- for assignments with a total duration of more than three (3) months, last a maximum of ten (10) working days;

- for assignments with a total duration of less than three (3) months, last a maximum of five (5) working days.

31.6 The Client and the Contractor will jointly determine to what extent the training period will be charged to the Client and to what extent the training period will extend the agreed duration of the Work.

31.7 Unless otherwise agreed in writing, the rates stated in the Agreement for the Employee(s) apply up to and including 31 December of the then current calendar year. The Contractor is entitled to change the rates once a year, in January.

31.8 The Contractor and the Employee(s) are never liable to the Client for any damage of any kind resulting from a mistake by the Employee(s) in the performance of the Work.

31.9 Since the Client has direction and supervision over the Employee(s), the Client indemnifies the Contractor and will fully compensate the Contractor in connection with any liability to third parties on the grounds of liability for subordinates or non-subordinates, if and insofar as this arises from or is related to the Work.

31.10 All Intellectual Property Rights arising from the Work to be performed by Employee(s) on or with Intellectual Property Rights already owned by the Contractor or a third party remain with the Contractor or the third party, respectively. Other Intellectual Property Rights arising directly from the Work to be performed by Employee(s) for the Client will only be transferred by the Contractor to the Client when everything owed to the Contractor in connection with the underlying Agreement has been fully paid, including damages, costs, and interest.

31.11 The Client is responsible for obtaining all appropriate license agreements or other

agreements regarding the use of any copyrighted or otherwise protected works, models, and inventions necessary for the performance of the Work. The Client indemnifies the Contractor and the Employee(s) for the consequences of any infringements of (Intellectual Property) rights of third parties, including all direct and indirect damages that the Contractor may suffer as a result of such infringements.

31.12 The Client must take out insurance for the Employee(s) in connection with any claim(s) by third parties as a result of the performance of the Work. The Client indemnifies the Contractor and the Employee(s) against any claim by a third party in this regard.

31.13 The Client will refrain from employing Employees who are directly or indirectly involved in the performance of an Agreement during the term of the Agreement (to avoid misunderstandings, this also includes the period between signing the Agreement and the actual start of the work), or from having them work directly or indirectly for itself. This obligation is subject to an immediately due and payable penalty of 50,000 euros (in words: fifty thousand euros) per violation of the intended prohibition.

31.14 If, after the end of the Agreement, the Client wishes to enter into an employment contract with an Employee (or if the Employee will perform work for the Client directly or indirectly under another type of agreement), a reasonable fee (which takes into account, among other things, the recruitment and training of the Employee by the Contractor) must be paid to the Contractor as referred to in article 9a(2) of the Placement of Personnel by Intermediaries Act (WAADI).

31.15 The Client declares to be fully familiar with the WAADI and, in particular, articles 8, 8a, and 10 of this law and will fully comply with the WAADI. In light of article 10 WAADI, the Client will inform the Contractor in good time and in full about (expected) collective actions, including a strike or company occupation. The Client will also inform the Contractor in good time and in full about the employment conditions referred to in article 8(1) WAADI that apply to its employees in the same or

equivalent positions as those performed by the Employee(s). The Client indemnifies the Contractor against, and will fully compensate the Contractor in connection with, claims, damages, and/or costs incurred by the Contractor as a result of the Client's non-compliance with this article 31.15.

B5 – TRAINING

32. TRAINING

32.1 These provisions regarding Training apply if the Contractor and the Client have agreed that the Contractor will provide training for the Client.

32.2 If the Contractor's service consists of providing a Training, the Contractor may always require payment(s) due to be made before the start of the Training.

32.3 The Agreement between the Contractor and the Client is concluded by the Contractor's written confirmation of the Training requested by the Client by means of a registration form, quotation, or order confirmation signed by the Client. This makes the registration form, quotation, or order confirmation the Agreement.

32.4 Registration for 'open registration' Training takes place in order of application. In the event of too many or too few registrations, article 32.5 of these General Terms and Conditions of Delivery applies.

32.5 If the number of registrations gives the Contractor reason to do so, the Contractor is entitled to cancel the Training, to combine it with one or more other Trainings, or to have it take place on another date or at another time without being liable for any damages to the Client. In such cases, the Client will be informed and may choose an alternative Training, if applicable, or a full refund of the registration fee, if already paid.

32.6 The Contractor is only bound by cancellations made in writing. In the event of a written cancellation by the Client up to thirty (30) days before the start of the relevant Training, fifty (50)% of the quoted amount will be charged. In the event of written cancellation from thirty (30)

days to one week before the start of the relevant Training, seventy-five (75)% of the quoted amount will be charged. In the event of written cancellation within one week prior to the start of the Training, the full amount will be charged.

32.7 If the Client requests in writing up to five (5) working days before the start of the Training to reschedule the Training and the Contractor agrees to this rescheduling, fifteen (15)% of the invoice amount will be charged as administration costs. In addition to the administration costs, the Client is also liable for any costs already incurred by the Contractor (including costs already incurred for, for example, exams and/or accommodation). Rescheduling within five (5) working days before the start of the Training, as well as 'no show' (not being present or not cancelling in time), will be handled as a cancellation within one week in accordance with article 32.6.

32.8 Unless the parties expressly agree otherwise in writing, an exam purchased together with a Training will lapse if the exam is not scheduled within a period of three (3) months from the last day of the Training.

32.9 The Client is, in consultation with the Contractor, entitled to send a different participant to the relevant Training than the originally registered participant. Replacement of a participant must be arranged no later than two (2) working days before the start of the relevant Training and confirmed in writing by the Client.

32.10 All Intellectual Property Rights, including but not limited to copyrights, relating to the training materials (including Software) and other data provided by the Contractor for the training, course, or workshop are held exclusively by the Contractor and/or its licensors and remain there. Therefore, the Client is not permitted, without the Contractor's express prior written consent, to use the training material (including Software) or other data other than in the context of the Training provided by the Contractor or as (internal) reference material by the participant after attending the relevant Training. Any other editing, reproduction, publication (by any medium), and provision to third parties is expressly prohibited. The last

sentence includes, in any case, copying and/or distributing the training material.

32.11 Complaints about a Training followed must be reported to the Contractor in writing and with proper motivation no later than fourteen (14) days after the end of the relevant Training. Submitting a complaint does not affect the obligation to pay.

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