General Terms and Conditions Lagarde Groep B.V.

Adopted from 'General Terms and Conditions ICTWaarborg – B2B' and supplemented with addendum 'borg'.

Starting date: April 1, 2024

Lagarde Groep B.V.
Mercuriusweg 45
3771 NC Barneveld

088 16 16 016
info@lagardegroep.nl
www.lagarde.nl

These General Terms and Conditions regulate the legal relationship between Lagarde Groep and its clients. In this version of the general terms and conditions for Lagarde Group B.V., the following modules are included that are applicable to this agreement.

Module A. General
Module B. Development of (web) applications
Module C. Hosting / SaaS
Module D. Hardware
Module E. Telecom
Module F. Secondment
Module G. Hardware rental
Module H. Maintenance and Support
Module I. Consultancy and Training

Expanded with Module J - Maintenance and management of alarm, fire alarm, and evacuation alarm systems.

If a specific module applies, it will prevail over the General Module. Subject to any conflicts with applicable provisions from specific modules, the general part applies as well throughout. The definitions of terms with an initial capital letter apply to all modules.

Definitions

In these General Terms and Conditions the terms below are defined as follows:

- Acceptance Test: is a (limited) compulsory test effort to be made by the Client in order to complete the Project.
- Agreement: the agreement between the Contractor and the Client.
- Client: the natural person or legal entity with whom the Contractor has effected an Agreement. It also refers to the person who enters into negotiations with the Contractor in this regard, as well as his representative(s), authorised representative(s), successor(s) in title and heirs.
- Contractor: Lagarde Groep B.V., established in Barneveld and registered with the Chamber of Commerce under number 08063057 and participant in the trade association ICTWaarborg.
- Employee: an employee, freelancer or self-employed person without personnel or an auxiliary person hired by the Contractor from a third party, engaged by the Contractor or who performs work for the benefit of the Client.
- Fault: failure to meet the Specifications.
- Force majeure: a default which cannot be attributed to the debtor if it is not due to his fault, nor for his account pursuant to law, legal act or generally accepted practice.
- General Terms and Conditions: these terms and conditions, which have a modular structure.
- Hardware: equipment supplied by the Contractor to the Client.
- Materials: for example (web) applications, software, advice or reports.
- Module: a module of these General Terms and Conditions containing provisions relating to a specific field of activity.
- Project: the work to be performed by the Contractor for the Client as described in the Offer and/or in the Agreement.
- Project Management System: electronic system that may be used for the management of the Project and for communications between the Contractor and the Client regarding the execution of the Agreement.
- Quotation: an offer by the Contractor for the provision of Services.
- Results: the results of the work performed by the Contractor pursuant to the Agreement.
- Service(s): the performance to be provided by the Contractor, including the development and/or maintenance of software, applications, etc. The Agreement specifies the Services concerned and these General Terms and Conditions will lay down further rules for specific Services.
- SLA: Service Level Agreement.
- Specifications: the functional and technical description of the Project.
- Third-Party Suppliers: third parties that the Contractor engages in the provision of the Services.
- Telecommunications Act: means the Telecommunications Act, as amended from time to time.
- User: the (end) user who uses the Service/Project provided by the Contractor for the purpose of the Client.

- Written/In Writing: in these General Terms and Conditions, Written/In Writing also includes email, provided that the identity of the sender and the integrity of the message is sufficiently established.
- Website: https://www.lagarde.nl

Contractor's identity

Name (Contractor)	Lagarde Groep B.V.
Address	Mercuriusweg 45, 3771 NC Barneveld
Phone number	088 1616 016
E-mailadres	info@lagardegroep.nl
VAT number	NL8043.72.652.B01
Chamber of Commerce number	08063057

Module A. General

Article A.1. Quotation, offer and acceptance

A1.1. An Offer prepared by the Contractor is free of obligation and valid for 14 days after its date, unless stated otherwise in the Quotation.

A1.2. The Client should preferably accept the Quotation In Writing, but if the Client agrees or creates the impression that it accepts the Quotation in any other way than In Writing, the Quotation may be regarded as accepted by the Contractor.

A1.3. The Agreement is established upon acceptance of the Offer as described above in Article A1.2. The term of the Agreement (contract duration) commences once the relevant Services have become active. The respective Service becomes active as of the moment stated on the first invoice.

A1.4. Provisions or conditions of the Client that depart from or are not included in these General Terms and Conditions are only binding upon the Contractor if to the extent they have been explicitly accepted by the Contractor In Writing.

A1.5. Without prejudice to the Contractor's authority to withdraw the Quotation in accordance with Article 1 paragraph 1, the Agreement may only be changed after acceptance by mutual consent. In the event of conflict between the provisions of the following documents, the following order of precedence will apply:

1. the Agreement;
2. any appendices, with the exception of brochures;
3. these General Terms and Conditions;
4. any additional conditions, with the exception of brochures.

Article A.2. Implementation of the Project & Provision of Information

A2.1 Upon conclusion of the Agreement, the Contractor will execute the Project in accordance with the Quotation as soon as possible, with due allowance for the Client's reasonable needs and requirements.

The Contractor shall make every effort to perform the Project to the best of its ability, exercising due care and expertise. The Client is required to facilitate a timely and proper execution of the Project. The Client shall in particular ensure that all information which the Contractor indicates as required or which the Client should reasonably understand is necessary for the fulfilment of the Project, is provided to the Contractor in good time. The Client's required efforts must be provided with sufficient quality and

timeliness. This applies both to the support to be provided by contact persons and to the planned deployment of project staff within the project activities to be performed.

A2.2 If the Client fails to perform the above, the Contractor is entitled to charge additional costs and the Project may be delayed. Any delay in the Project caused by the Client shall be reported through the Project Management System or, if no Project Management System has been deployed for the Project, by e-mail or, in the absence of functioning e-mail correspondence, or in another Written form. In the event that this situation arises, the Contractor shall inform the Client of any additional costs to be charged.

Article A.3. Duration, termination and dissolution

A.3.1. If the Agreement relates to the development of certain Materials, the Agreement shall be deemed to have been entered into for the term specified in the Agreement. If the duration is not described in the Agreement, the Agreement shall be regarded as terminated when the resulting performances have been delivered reciprocally.

A.3.2. If the Agreement is a continuing performance agreement, it shall be deemed to have been concluded for a minimum period of twelve (12) months, unless otherwise agreed in writing. Without written notice of termination, subject to a notice period of three (3) months, the Agreement shall be tacitly renewed for an equal period, unless otherwise agreed in writing. With regard to this article, in the case of Services falling under the Telecommunications Act, the conditions described in Module E apply.

A.3.3. Unless otherwise agreed in writing or if these General Terms and Conditions provide otherwise, the Client may terminate the Agreement prematurely by paying a buy-out amount. The amount of the buy-out is equal to the remaining payments that would have been due if the Agreement had not been terminated prematurely. The buy- out amount is immediately payable by the Contractor to the Client.

A.3.4. Delivery periods stated by the Contractor are always indicative. Even in the event of an agreed deadline, the Contractor shall not be in default until the Client has given it notice of default in writing, except in those situations which are mandatory by law and in which default occurs by operation of law.

A.3.5. In the event that the Client fails to fulfil any of his obligations under the Agreement, the Contractor will be entitled to suspend the performance of all Agreements concluded with the Client in question, without any notice of default or court intervention being required and without prejudice to the Contractor's right to compensation for damage, loss of profits and interest, unless the non-performance in question is of minor significance.

A.3.6. The Contractor is entitled to dissolve or suspend all or part of the Agreement including the corresponding Services with immediate effect, without court intervention, In Writing and without any obligation to pay damages or compensation, if:

- the Client fails to comply with the obligations under the Agreement, or does not do so fully or on time;
- after the Agreement has been concluded, circumstances come to the Contractor's knowledge that give it a valid reason to fear that the Client will not fulfil its obligations;
- the Client was requested to provide security for the fulfilment of its obligations under this Agreement when the Agreement was concluded and this security is not being provided or is insufficient;
- due to the delay on the part of the Client, the Contractor can no longer be required to fulfil the Agreement on the originally agreed conditions; the Client dies, requests a suspension of payments or files a petition for bankruptcy;
- the Client's bankruptcy is granted;
- the Client's activities are discontinued or liquidated; any part of the Client's assets are seized;
- circumstances arise which are such that performance of the Agreement becomes impossible or that the unaltered continuation of the Agreement cannot reasonably be required of Contractor.

A.3.7. If the Agreement is dissolved, the Contractor's claims against the Client will be immediately due and payable. If the Contractor suspends fulfilment of its obligations, it shall retain its claims under the law and the Agreement.

A.3.8. If the dissolution is to be attributed to the Client, the Contractor shall be entitled to compensation for any damage directly and indirectly caused.

Article A.4. Procedure upon termination

A.4.1. The Parties are mutually obliged to return any goods of which the other Party is the owner or entitled party and which are in the possession of one Party, to the other Party without delay after termination of the Agreement. Certain goods, such as data (carriers), may also be erased or destroyed instead of being returned, if the entitled party has given its consent to this in writing.

A.4.2. All data provided or entered by the Contractor shall remain the property of the Contractor at all times. The Client will only receive a non-exclusive, transferable licence that is required for the performance of the Agreement.

Article A.5. Prices

A.5.1. Prices are exclusive of sales tax (VAT) and other government levies.

A.5.2. If a price in a Quotation is based on information provided by the Client and this information proves to be inaccurate, the Contractor has the right to adjust the prices to the prices that reasonably correspond to the proper
data, even after the Agreement has already been concluded.

A.5.3. All prices stated in the Contractor's Quotation are subject to typing and calculation errors.

A.5.4. The Contractor is entitled to index the agreed prices each calendar year in accordance with the consumer price index plus a possible increase of up to 6 percentage points. Additionally, the Contractor has the right to adjust the agreed prices at any time due to increased rates of services provided by Third-Party Suppliers and industry-related cost increases. The indexation and increase of the rates as mentioned in this article are an integral part of the agreed price, and such indexation and/or increase never grant the Client the right to terminate the Agreement.

A 5.5. Prices will not be adjusted downwards if the consumer price index is negative in any given year.

A 5.6. The Contractor has the right to grant a discount or offer per Service to the Client. This discount or offer is applicable only for the duration of the initial agreement, and no further rights can be derived from it. The discount expires upon any potential (tacit) renewal.

Article A.6. Terms of payment

A.6.1. The Contractor shall submit an invoice to the Client for the amount due by the Client. If the Project is delivered in phases, the Contractor is entitled to submit invoices per phase delivered, on a monthly basis or on the basis of hours worked (which at the discretion of the Contractor). The payment term of an invoice is 14 days after the date of the invoice, unless agreed otherwise between the Contractor and the Client.

A.6.2. If the Client fails to pay an invoice within the payment term, the Client is in default by operation of law, without a prior reminder or notice of default being required. In such a case, the Contractor is entitled to charge the statutory interest for commercial transactions or (if higher) an interest of two percent per month on the outstanding amount.

A.6.3. In the event of late payment, the Client is obliged, in addition to the amount owed and the relevant interest, to pay in full both extrajudicial and judicial collection costs, including the costs of lawyers, bailiffs and collection agencies.

A.6.4. The claim for payment shall be immediately due and payable in the event that the Client is declared bankrupt, applies for a suspension of payments, the Client dies and furthermore, if the Client is liquidated, is dissolved or if bankruptcy is granted.

A.6.5. In the above cases, the Contractor is moreover entitled to terminate or suspend performance of the Agreement and related Services or any part of the Agreement not yet performed without notice of default or court intervention, without the Client acquiring any right to compensation as a result.

A.6.6. If, on the basis of facts and circumstances, there is reasonable doubt as to whether the Client will be able to meet its payment obligations, the Contractor has the right to demand financial security from the Client. For instance in the form of a pledge, deposit or bank guarantee.

Article A.7. Additional work

A.7.1. In the event that due to requirements on the part of the Client, which can reasonably be considered by the Contractor as a modification of or supplement to the provisions of the Quotation or the Agreement (which also includes a delay or overrun with regard to the Project that can be attributed to the Client), the amount of work to be performed by the Contractor pursuant to this Agreement increases, this will be regarded as additional work.

A.7.2. If the Contractor believes that additional work is involved, it will report this to the Client as soon as possible and request written approval for the performance of the proposed additional work and the offer made by the Contractor with respect to this, including the delivery period.

A.7.3. The Client shall every time decide on the proposed additional work within five (5) working days. The work to be carried out with respect to the accepted additional work shall be laid down in writing and agreed upon by both parties.

A.7.4. The Client is responsible for any delays in the delivery dates mentioned in the original Offer due to additional work.

A.7.5. The provisions of these General Terms and Conditions apply to all additional work to be carried out by the Contractor, to the extent that the parties have not agreed otherwise.

Article A.8. Liability

A.8.1. The Contractor shall only bear liability to the Client for direct damage resulting from an attributable breach in the performance of the relevant Agreement. Direct damage means the damage incurred to rectify the breach. Direct damage exclusively means:

- the damage caused to material goods, also called (material) property damage;
- costs incurred by the Client to induce the Contractor to fulfil the Agreement properly after all;
- reasonable costs incurred by the Client to limit, prevent or repair the direct damage;
- reasonable costs incurred by the Client to have the performance still meet the requirements of the Agreement;
- reasonable costs incurred to establish the cause and extent of the damage, where this concerns direct damage as referred to in this provision;
- reasonable costs incurred that are proportionate to ending or limiting a data breach (as referred to in the GDPR).

Without prejudice to the above, the Contractor's liability for other forms of liability is expressly excluded.

A.8.2. The Contractor's liability for direct damage suffered by the Client as a result of an attributable failure on the part of the Contractor to fulfil its obligations under the Agreement, which expressly includes any failure to fulfil a guarantee obligation agreed on with the Client, or as a result of an unlawful act on the part of the Contractor, its employees or third parties engaged by it, will be limited for each event or a series of related events to an amount equivalent to the total fees paid by the Client under this Agreement (excluding VAT) during the 5 months preceding the incident causing the damage. In no event, however, will the total compensation for direct loss exceed EUR 50,000 (exclusive of VAT).

A.8.3. The Contractor's total liability for damage resulting from death or physical injury or for material damage to property shall in no event exceed EUR 500,000 per damaging event, whereby a series of connected events shall be regarded as one event.

A.8.4. The Contractor's liability for indirect damage, including consequential damage, loss of profit, lost savings, mutilation or loss of (business) data and damage due to business interruption is excluded.

A.8.5. The exclusions and limitations referred to in this article will cease to apply if and insofar as the damage is the result of intent or deliberate recklessness on the part of the Contractor's operational management.

A.8.6. The Contractor's liability on account of an attributable failure in the performance of the Agreement will only arise if the Client immediately gives the Contractor notice of default in writing, stating a reasonable period in which to remedy the failure and if the Contractor continues to fail attributably in the performance of its obligations even after that period. The notice of default must contain the most detailed description possible of the breach, so that the Contractor will be in a position to respond adequately.

A.8.7. A condition for the existence of any right to compensation shall at all times be that the Contractor must have been notified of the damage by the Client in writing, within 30 days of its occurrence.

A.8.8. The Client indemnifies the Contractor against any third-party claims due to liability as a result of a Fault in the Project/Service provided by the Client to a third party and which partly consisted of items, Materials or Results provided by the Contractor, except if and insofar as the Client proves that the damage was caused by those items, Materials or Results. The Client furthermore indemnifies the Contractor against claims concerning non-compliance with licences by the Client and/or third parties (including Users) who are the Client's responsibility.

A.8.9. The Contractor's liability for shortcomings in products and Services of third parties, including software and software, is excluded.

Article A.9. Failure and force majeure

A.9.1. Neither party can be held to fulfil any obligation if a circumstance beyond the control of the parties, which could not or should not have been anticipated when the Agreement was concluded, cancels any reasonable possibility of fulfilment. The parties may only invoke Force Majeure against each other if the party in question notifies the other party in writing of such invocation of Force Majeure as soon as possible after the failure has occurred, on submission of any required documentary evidence.

A.9.2. The circumstances referred to in paragraph 1 may include: (a) failures of the Internet or other telecommunications facilities, (b) failures in the performance by third parties on which the Contractor depends for the provision of the Services, (c) defectiveness of items, equipment, software or Materials of which the Client has prescribed the use by the Contractor, (d) the unavailability of one or more members of staff (due to illness), (e) mobilisation, (f) war, (g) delays in transport, (h) strikes, (i) delays in supply, (j) fire, (k) natural disasters, (l) diseases, epidemics or quarantines and (m) government measures.

A.9.3. In the event of Force Majeure, the fulfilment of the obligation(s) in question and the related obligations shall be suspended in whole or in part throughout the period of such Force Majeure, without the parties being liable to pay any damages. The parties may only invoke Force Majeure with respect to each other if the party in question notifies the other party in writing of such an invocation of Force Majeure as soon as possible after the occurrence of the shortcoming, submitting documentary evidence.

A.9.4. In the event of Force Majeure, the party invoking the Force Majeure shall endeavour to ensure that the period of the shortcoming, which is exonerated by the Force Majeure, is as short as possible.

A.9.5. If a situation of force majeure has continued for ninety (90) days, or as soon as it is clear that the situation of force majeure will continue for more than three months, each of the parties shall have the right to dissolve the Agreement in writing, unless the nature or scope of the failure does not justify premature termination. Any performance already made on the basis of the Agreement shall in that case be settled proportionately, without the parties owing each other anything else. Also, the costs for any

hardware already ordered and/or delivered by the Contractor will be invoiced to the Client in case of termination as described in this article.

Article A.10. Intellectual property rights

A.10.1. All intellectual property rights on all Materials developed or provided under the Project are vested exclusively in Contractor or its licensors. Intellectual property rights mean: all (future) rights of intellectual property, including but not limited to trademark rights, patent rights, design rights, copyrights and related rights, trade name rights, database rights, know-how, trade secrets and domain names.

A.10.2. The Client will only acquire the rights of use and powers explicitly granted in these General Terms and Conditions, the Agreement or otherwise in writing, and in any other respect, the Client will not reproduce or publish the software, Services or other Materials. These user rights are valid for as long as an Agreement between the Client and the Contractor exists.

A.10.3. The Client is not permitted to remove or change any indication concerning copyrights, brands, trade names or other intellectual property rights from the Materials, including indications concerning the confidential nature and secrecy of the Materials.

A.10.4. The Contractor is allowed to take technical measures to protect the Materials, for instance with passwords or encryption. If the Contractor has secured the Materials through technical protection, the Client is not allowed to remove or circumvent such protection.

A.10.5. Any use, reproduction or publication of the Materials beyond the scope of the Agreement or rights of use granted will infringe the intellectual property of the Contractor or its licensors.

A.10.6. Client shall pay an immediately due and payable penalty of EUR 5,000 for each act of infringement and 25,000 for each deliberately infringing act to the Contractor, without prejudice to the Contractor's right to have its damage caused by the infringement compensated or to take other legal measures in order to have the infringement terminated and/or to recover the damage. After the expiry of one working day after the Contractor has notified the Client of an infringement, the Client will also owe a penalty of EUR 5,000 for each day that the infringement has not been terminated.

A.10.7. Any delivery, provision or disclosure, whether or not by way of an offer or Agreement of Services to the Client shall never constitute a transfer of intellectual property rights, unless otherwise agreed.

A.10.8. The Client guarantees that no third-party rights oppose the provision of equipment, software, material intended for websites, data files and/or other materials, designs and/or other works for the purpose of use, maintenance, processing, installation or integration, including the availability of the

appropriate licences. The Client indemnifies the Contractor against any claim by a third party on the basis of the claim that such provision, use, maintenance, adaptation, installation or integration infringes any right of that third party.

Article A.11. Personal data processing

A.11.1. If the Contractor is to process personal data in the performance of the Services, the General Data Protection Regulation ("GDPR") imposes on the Contractor and the Client the obligation to enter into commitments regarding the processing to be carried out by the Contractor that provides guarantees in respect of the technical and organisational security measures relating to the processing to be carried out. In the absence of a further, separately agreed 'processing agreement', the provisions of this article shall apply as the obligations referred to in the GDPR.

A.11.2. The Contractor shall only process the personal data under the authority of the Client and solely for the purpose of performing the Services, for as long as the Agreement continues. In this respect, the Client is to be considered the controller, and the Contractor the processor.

A.11.3. The personal data of those involved, which may be processed by the Contractor with respect to the Services, are further specified in the Agreement.

A.11.4. If these General Terms and Conditions or the Agreement refer to provisions of the Data Protection Act, the corresponding provisions of the General Data Protection Regulation ("GDPR") apply from 25 May 2018.

A.11.5. The Contractor will make every effort to take appropriate technical and organisational measures with regard to the processing of personal data to be carried out and will endeavour to ensure that the security meets a level that is not unreasonable in view of the state of the art, the sensitivity of the personal data and the costs involved in taking the security measures.

A.11.6. The Contractor guarantees that anyone acting under the authority of the Contractor, insofar they have access to personal data originating from the Client, will only process these data on the Client's instructions, subject to any deviating legal obligations.

A.11.7. the Contractor may process the personal data in countries within the European Union. The Client also gives the Contractor permission to process personal data outside the European Union. Processing outside the European Union will only take place in compliance with the applicable laws and regulations. On request of the Client, the Contractor shall inform the Client in which countries, outside the European Union, personal data are processed by the Contractor.

A.11.8. The Client hereby gives the Contractor permission to make use of a third party when processing personal data for the purpose of providing the Services, in compliance with the applicable laws and regulations. The Contractor will ensure that these third parties will assume the same duties as the Client and the Contractor have agreed upon in writing, and will ensure the appropriate authorisations. On the Client's request, the Contractor shall inform the Client as soon as possible about the third parties engaged by him. The Client has the right to object to any third party engaged by the Contractor. If the Client objects to any third parties engaged by the Contractor, the Client and the Contractor shall consult with each other to find a solution.

A.11.9. The Client guarantees that it will only enter personal data in a fully lawful manner or provide them in another lawful manner to the Contractor, without infringing any third-party rights. The Client indemnifies the Contractor against any related claims and demands related.

A.11.10. If, with respect to a statutory obligation or exercise of the statutory rights of those involved, the Contractor must provide, change, move, remove or surrender personal data stored in the Contractor's systems, the Contractor shall assist the Client as much as possible in this regard. The costs of the work involved may be invoiced separately. In the event that a data subject wishes to exercise one of his/her statutory rights and makes a respective request to the Contractor, the Contractor will forward the request to the Client. The Client will subsequently deal with the request independently.

A.11.11. The Client is entitled to have an audit carried out by an independent third party, who is bound to secrecy, for the purpose of verification of this Article A.11. This audit will only take place in the event of a specific suspicion of abuse demonstrated by the Client. The audit initiated by the Client shall take place two weeks after prior written notification by the Client. The costs of an audit shall be borne by the Client.

A.11.12. All personal data which the Contractor receives from the Client for the performance of the Services and/or collects itself, are subject to an obligation of confidentiality in respect of third parties. This duty of confidentiality does not apply to the extent that the Client has given express permission to provide the information to third parties, if the provision of the information to third parties is logically necessary in view of the nature of the Services, or in case of a legal obligation to provide the information to a third party. If the Contractor is legally obliged to provide information to a third party, the Contractor shall immediately inform the Client to the extent permitted by law.

A.11.13. The Client, as the responsible party in the sense of the GDPR, is at all times responsible for reporting a data leak (which means a breach of personal data security resulting in the possibility of serious adverse consequences, or has serious adverse consequences, for the protection of personal data) to the supervisory body/bodies and/or parties involved. In order to enable the Client to comply with this legal obligation, the Contractor shall notify the Client as soon as possible and no later than

forty-eight (48) hours after discovery of a data leak. If required by law and/or regulations, the Contractor shall cooperate in informing the competent supervisor and/or those involved.

A.11.14. The duty to report includes in any case reporting the fact that a leak has occurred. In addition, the duty of notification includes, to the extent the Contractor has such information:

- the date on which the leak occurred (if no exact date is known: the period within which the leak occurred);
- the (alleged) cause of the leak;
- the date and time at which the Contractor or a third party or subcontractor engaged by it became aware of the leak;
- the number of persons whose data have been leaked (if an exact number is not known: the minimum and maximum number of persons whose data have been leaked);
- a description of the group of persons whose data have been leaked, including the type or types of personal data leaked;
- whether the data have been encrypted, hashed or otherwise made unintelligible or inaccessible to unauthorised persons;
- the measures planned and/or already taken to seal the leak and to limit the consequences of the leak;
- contact details for the follow-up of the report.

A.11.15. After the end of the Agreement, the Contractor will remove or return the personal data referred to in this article A.11.3, at the Client's discretion.

Article A.12. Staff

A.12.1. During the term of the Agreement and for two (2) years thereafter, the Client is not permitted, without the written permission of the Contractor, to employ Employees of the Contractor, to enter into direct or indirect business relations with them or to have them perform work other than under the Agreement, on pain of an immediately payable penalty of € 10,000 for each infringement, to be increased by € 500 for each day that the infringement continues. This article is also applicable if the Client and the Contractor enter into an Agreement for secondment of an Employee.

A.12.2. If the Employee must perform work at the Client's location for the implementation of the Agreement (other than in case the Client and the Contractor enter into an Agreement for the secondment of an Employee), the provisions below apply.

A.12.3. The Client will provide all necessary assistance for the Contractor’s Employee who is carrying out work on the Client's premises for the purpose of implementing the Agreement. The Client shall do everything to enable the Employee to perform his work properly and safely.

A.12.4. The Contractor shall make an effort to make sure that the Employee has the appropriate job description and competences. It is not possible for the Client to make a choice in Employees, unless this is explicitly agreed upon. The Contractor shall be entitled to replace an Employee by an Employee with similar competences and a similar job description.
A.12.5. It is not possible for the Client to only give access to certain Employees. There is also no guarantee that the Client will have a permanent team of Employees at its disposal, if this is relevant.

Article A.13. Confidentiality

A.13.1. The Parties will observe confidentiality with regard to information which they provide to each other before, during or after the implementation of the Agreement if this information is marked as confidential or if the receiving party knows or should reasonably suspect that the information was intended to be confidential. Parties shall also impose this obligation on their employees as well as on third parties engaged by them for the execution of the Agreement.

A.13.2. The Contractor shall not become acquainted with data which the Client stores and/or distributes through the Contractor's Services, unless this is necessary for the proper performance of the Agreement or the quality of the Projects, or the Contractor is obliged to do so pursuant to a statutory provision or court order. In that case, the Contractor will make every effort to limit the access to the data as much as possible, to the extent that this is within the confines of its power.

A.13.3. This obligation shall continue even after termination of the Agreement for any reason, and for as long as the providing party can reasonably claim the confidentiality of the information.

Article A.14. Amendments to the General Terms and Conditions

A.14.1. In case of a long-term agreement, the Contractor reserves the right to change or supplement these General Terms and Conditions and all relevant Modules, taking into account the provisions of the Telecommunications Act if the Services fall under the Telecommunications Act.

A.14.2. Amendments also apply to Agreements already entered into with due observance of a period of 30 days after the announcement of the amendment on the Contractor's Website or by electronic message. Changes of minor importance may be made at any time.

Article A.15. Dispute resolution

A.15.1. The Agreement shall be governed exclusively by Dutch law.

A.15.2. All disputes, including those that are only considered as such by one party, resulting from or related to (the execution of) this Agreement and/or to the resulting or related agreements, shall exclusively submitted to the competent Dutch court in Rotterdam.

A.15.3. In all legal relationships in which the Contractor is a party, only Dutch law shall apply. This also applies if an obligation is wholly or partially performed abroad or if the Client has their residence abroad.

Article A.16. Final clauses for the General Module

A.16.1. If any provision of this Agreement proves to be invalid, this will not affect the validity of the entire Agreement. The parties shall in that case lay down (a) new provision(s) by way of replacement, which will give shape to the intention of the original Agreement and General Terms and Conditions as much as is legally possible.

A.16.2. Should any disputes arise as a result of the Agreement that cannot be resolved through the dispute settlement procedure, these will be submitted to the competent court in Rotterdam.

A.16.3. Information and announcements on the Website of the Contractor are subject to errors.

A.16.4. The version of any communication received or stored by the Contractor shall be deemed authentic (including log files), subject to evidence to the contrary to be furnished by the Client.

A.16.5. In order to promote its services, the Contractor is entitled to show third parties which Projects it supplies to the Client, unless this is unacceptable on account of the Client's reasonable interests or provisions to the contrary have been agreed in writing.

A.16.6. The Contractor is at all times entitled to involve third parties in the performance of the Agreement.

A.16.7. The Contractor and the Client may transfer their rights and obligations under the Agreement to third parties, provided the other party consents to this in writing prior to the transfer.

Module B. Development of (web) applications

Module B applies to customised work delivered by the Contractor to the Client, for example the design and/or development of (web) applications, software, advice, reports or other specific content-related works.

Article B.1. Completion & acceptance

B.1.1. The Contractor shall make every effort to deliver the Materials in accordance with the Specifications for acceptance by the Client.

B.1.2. When the Materials have been delivered to the Client for acceptance, the Client will subject these to an Acceptance test at his own expense and under his own responsibility during the acceptance period of one week. By accepting the Materials, the Client discharges the Contractor in respect of all its obligations concerning the Results.

B.1.3. If the Client does not reject the Materials (wholly or in part) within the period mentioned in paragraph 2, they shall be deemed to have been accepted and delivered.

B.1.4. The Client shall also be deemed to have accepted the Materials if the Client has started to use the Materials or if the Client has not informed the Contractor in writing, within ten days after delivery at the latest, that and for what reason he does not accept the Materials.

B.1.5. If Materials are not accepted, Contractor shall specify which adjustments will be made and the time or costs involved. The Client shall subsequently indicate whether he agrees to the said adjustments and the corresponding time and costs or whether he refrains from rejection. The Contractor will make every effort to remedy the Faults identified by the Client and reproducible within the period agreed by the parties and, in the absence thereof, within a reasonable period.

B.1.6. The implementation of adjustments following a rejection of a Material can take place on a production environment or on an acceptance environment. This is at the discretion of Contractor.

B.1.7. If the Client has accepted the Results (with the exception of Faults in functionalities and external appearance; minor Faults), the guarantee period of 30 days will commence. Within this period, the Results are deemed accepted, but Faults may be reported that could not reasonably have been discovered during the Acceptance Test. The Contractor will specify and supplement any Faults with the expected time and, if the Faults cannot be easily remedied within 30 days, any additional costs for modification of those parts. This guarantee period is therefore not an extended Acceptance Test and does not provide any more guarantees than those stipulated in this paragraph.

B.1.8. Minor Faults, including Faults which, by their nature and/or number, do not reasonably prevent the Commercial use of the Materials, shall not be a reason for withholding acceptance, without prejudice to Contractor's obligation to remedy such Faults. Parties shall consult with each other in this respect.

B.1.9. If the Project is performed in phases, Client shall approve or disapprove the Materials of that phase upon completion of each phase, and the procedure set forth above shall also apply. The Client shall not base an approval or disapproval of the Materials of a later phase on items approved in an earlier phase.

B.1.10. The Contractor is entitled to postpone commencement of a new phase until the Client has explicitly accepted the former phase.

B.1.11. The Contractor does not guarantee that the achievement aimed at by the Client through the works developed or to be developed by the Contractor will actually be made.

B.1.12. The Contractor shall make every effort to develop and provide its products/works as well as possible and as much as possible error-free.

B.1.13. The Contractor is entitled to set up temporary solutions, whereby certain functionalities are limited in order to prevent serious errors.

Article B.2. Progress

B.2.1. The Client and the Contractor agree on the phases, completion dates, communication regarding the progress of the Project and deadlines specific to the Project in mutual consultation, for example in the Quotation or the Agreement.

Article B.3. Specifications & (source) materials

B.3.1. The Parties will specify in writing which works will be developed, the requirements they must meet and the manner in which they will be developed. The Contractor will carry out the development with due care on the basis of the information to be provided by the Client. The Client guarantees the accuracy, completeness, consistency and timeliness of its instructions and data.

B.3.2. A Written Specification as referred to in article 3.1 is not required if the Client has expressed its wish to give the Contractor a high degree of freedom in the development of works and the manner in which this is done. If the development has taken place in this manner, the Client cannot at a later date rely on Specifications, which have been laid down in writing, to which the Contractor has not agreed.

B.3.3. The Contractor is entitled, but not obliged, to investigate the accuracy, completeness or consistency of the (source) Materials, requirements or Specifications provided to the Contractor, if any imperfections are found, to suspend the agreed work until Client has removed the imperfections concerned.

B.3.4. If any (source) Materials provided by the Client to the Contractor are protected by any intellectual property right, the Client guarantees at all times that it has any licenses required for the provision to and the intended use by the Contractor under the Agreement.

B.3.5. Unless otherwise agreed, the Contractor has the right to use images, software and components of third parties, including open source software, in the development of the works. Upon delivery, the responsibility for proper compliance with the relevant third-party licences when using the developed work is vested in the Client. the Contractor will adequately inform the Client about the applicable licensing conditions. Costs related to the licenses, which are necessary for the execution of the Agreement, will be charged to the Client. This will be specified in the Quotation.

B.3.6. The Client is responsible for ensuring that its own applications, Services and infrastructure is up-to-date for interoperability with the Contractor's products and Service in connection with any interfaces. Applications may not work properly if this is not the case.

B.3.7. The Contractor is not liable for the Project/Service being not usable if the non-usability is caused by the Client's failure to migrate in good time (on the instructions of the Contractor) to current standards or use of standards that are no longer supported in the industry. A standard introduced 24 months ago is no longer considered current by the Contractor. This exclusion of liability also applies if the Client works with a version of an internet browser, the use and support of which is no longer guaranteed due to the appearance of a new version of that internet browser.

Article B.4. Licence conditions regarding the development

B.4.1. The Contractor grants the Client the right to reproduce and distribute developed Materials for the purposes intended by the Client when entering into the Agreement.

B.4.2. The Contractor thereby never transfers any intellectual property rights (such as copyright) to the Client, unless explicitly agreed otherwise in writing.

B.4.3. The source code of software supplied by the Contractor, not being open source software, and the technical documentation produced during the development of the software shall and must never be provided to the Client, nor shall the Client make any changes thereto, unless expressly agreed otherwise in writing.

B.4.4. The Contractor grants the Client the non-exclusive right to use the Service/Software developed for the Client. The Client will always strictly observe the restrictions on use agreed upon between the parties. The right of use granted is non-transferable.

B.4.5. The Client is not permitted to sell, rent out, sub-license or alienate the developed works or to grant limited rights to them or to provide them to a third party in any way or for any purpose whatsoever, not even if the third party in question uses the software exclusively for the benefit of the Client, unless agreed otherwise in writing or in the event of and in combination with a sale of the Client's business units or activities concerned. The Client is furthermore not permitted to develop similar works and/or Materials by itself or to cause a third party to do so.

Module C. Hosting / SaaS

This module applies to the availability and continued availability of (hosting) data and/or (web) applications facilitated by the Contractor to the Client remotely through the Internet or another network, without providing the Client with a physical carrier containing the relevant software. This also includes the registration and management of domain names.

Article C.1. Implementation

C.1.1. After the Agreement has been concluded, the Contractor will perform the Service as soon as possible in accordance with the Quotation, taking into account the Client's reasonable wishes.

C.1.2. The Agreement specifies when the Contractor will start installing and managing the (web) application.

C.1.3. The Contractor shall make every effort to ensure that the (web) application is configured and managed to the best of his ability, applying sufficient care and professionalism.

C.1.4. The Client is required to do and to refrain from doing everything that is necessary to make a timely and proper installation of the (web) application possible. The Client shall in particular ensure that all information and facilities indicated by the Contractor as being necessary, or which the Client should reasonably understand to be necessary for the installation of the (web) application, are provided to the Contractor in good time.

Article C.2. Rules of conduct

C.2.1. The Client shall refrain from storing and/or distributing material in violation of the provisions of Dutch law, including in any case (but not exclusively) material that is libellous, defamatory, insulting, racist, discriminatory or hate-mongering, erotic or pornographic (unless explicitly permitted in the Quotation), infringes on the rights of third parties, including in any case (but not exclusively) copyrights, trademark rights and portrait rights, violates the privacy of third parties, including in any case (but not exclusively) the distribution of personal data of third parties without permission or necessity, or the repeated harassment of third parties with communications they do not want, contains hyperlinks, torrents or similar information of which the Client knows or should know that it refers to material that infringes the rights of third parties, contains unsolicited commercial, charitable or idealistic communications, or contains malicious content such as viruses or spyware.

C.2.2. The Client shall refrain from obstructing other Clients or Internet users or causing damage to the servers of the Contractor. The Client is not allowed to start up processes or programmes, whether or not via the server, of which the Client knows or can reasonably suspect that this will hinder or damage

the Contractor, other Clients or Internet users. the Contractor will inform the Client of any such measures.

C.2.3. In addition to the obligations under the law, damage caused by the Client's incompetence or failure to in accordance with the above items shall be for Client's account.

Article C.3. Licence

C.3.1 The Client hereby grants Contractor an unrestricted licence to distribute, store, pass on or copy all Materials supplied by the Client to Contractor's Services in any manner deemed suitable by Contractor, but only to the extent reasonably necessary for the performance of the Agreement by Contractor.

Article C.4. Indemnification

C.4.1. The Client indemnifies the Contractor against all legal claims of third parties regarding the use of the Services by the Client. The Contractor is not responsible for the data/services/software invoked through a link.

C.4.2. If the Contractor has to perform work with regard to data of the Client, his employees or Users by virtue of an authorised order of a government body or with respect to a legal obligation, all costs related to this will be charged to the Client.

Article C.5. Service provision and availability

C.5.1 All services of the Contractor shall be performed on the basis of an obligation to perform to the best of its's ability, unless and insofar as the Contractor has explicitly promised a result in the Written Agreement and the result concerned has also been described sufficiently specified.

C.5.2. The electronic transmission of data of Client with respect to the Services, in any manner, shall take place at the risk and expense of Client.

C.5.3. The Contractor is never obliged to provide the remotely provided applications to the Client on a physical data carrier (e.g. CD or USB stick).

C.5.4. If the Services are (partly) provided via Services and/or networks of the Contractor, the Contractor shall make an effort to have the downtime reduced to a minimum in this respect.

C.5.5. The Contractor provides no guarantees regarding the exact amount of uptime, unless otherwise agreed in the Offer through an SLA designated as such. In so far as not otherwise provided for in an applicable SLA, this article applies.

C.5.6. In the absence of evidence to the contrary, the availability and service level measured by the Contractor shall constitute full proof.

C.5.7. The Contractor shall make every effort to ensure that the Client can use the networks that are directly or indirectly connected to the Contractor's network. The Contractor cannot, however, guarantee that these networks will be available at any time. The use of third-party networks may be subject to legal and contractual conditions. the Contractor shall make every effort to inform the Client of this in good time.

C.5.8. If, in the Contractor's opinion, the functioning of the Services or the network of the Contractor or third parties and/or the provision of services through a network is at risk, in particular as a result of the excessive sending of e-mail or other data, poorly secured Services or activities of viruses, trojans and similar software, the Contractor is entitled to take all measures which it reasonably considers necessary to prevent this.

C.5.9. The Contractor has the right to put the Services or parts thereof temporarily out of operation for maintenance, adaptation or improvement. The Contractor shall try to arrange for the Services or parts thereof to be out of operation as much as possible outside office hours, and shall make every effort to notify the Client of the planned taking out of service in good time. However, the Contractor is never obliged to pay compensation for damage arising with regard to taking the Services or parts thereof out of operation, unless explicitly agreed otherwise in writing, for example in an SLA.

C.5.10. Only if explicitly agreed upon in writing is the Contractor obliged to have a fall-back centre or other fall- back facilities.

C.5.11. Unless the Agreement provides otherwise, the Contractor is not obliged to make backups of data stored by the Client on the Contractor's Services. Any backups made may be destroyed at any time after termination of the Agreement. It is the Client's responsibility to request a back-up upon termination or dissolution. The costs of making back-ups will be borne by the Client.

C.5.12. The Client is aware that after the deletion of the backups, these data are lost and Client no longer has access to these data.

Article C.6. Amendments

C.6.1 The Contractor is entitled to modify the applications made available during the term of the Agreement at its own discretion. If an adjustment results in a considerable change in functionality, the Contractor will make every effort to inform the Client accordingly. Only if this is technically possible and would not require a disproportionate effort on the part of the Contractor, the Client may continue to use

an older version of the application upon request. The Contractor may charge extra for providing this possibility.

Article C.7. Storage and data limit

C.7.1 The Contractor may set a maximum amount of storage space or data traffic per month that the Client may use with respect to the Services. The Client will not exceed the limits, unless the Agreement explicitly regulates the respective consequences. If this maximum is exceeded, the Contractor is authorised to charge an additional amount in accordance with the amounts for additional data traffic stated in the Agreement. If no storage and/or data limit has been agreed, the Contractor's fair use policy will apply.

Article C.8. Procedure after termination

C.8.1 The Contractor shall ensure that the Client is offered a reasonable opportunity to transfer the data of the Client stored in the systems of the Contractor back to its own systems or to the systems of a new provider upon termination of the Agreement. For this purpose, the Contractor will make every effort to be able to offer the data in a common file format. The costs involved will be borne by the Client.

Article C.9 Domain names and IP addresses

C.9.1 If the Service (partly) entails that the Contractor acts as an agent for the Client in obtaining a domain name and/or IP address, the provisions of this article shall moreover apply.

C.9.2. The application, assignment and the possible use of a domain name and/or IP address depend on and are subject to the applicable rules and procedures of the relevant Domain Name Providers, including Stichting Internet Domeinregistratie Nederland and RIPE. The relevant authority decides on the allocation of a domain name and/or IP address. The Contractor acts as an agent only in the application and provides no guarantee for the acceptance of an application.

C.9.3. The fact of registration can only be learned by the Client from the Contractor’s e-mail confirmation, stating that the requested domain name has been registered. An invoice for registration fees does not apply as a confirmation of registration.

C.9.4. The Client shall indemnify and hold the Contractor harmless for any and all loss related to (the use of) a domain name or IP address on behalf of or by the Client.

C.9.5. The Contractor is not liable for the Client's loss of its right(s) to a domain name or for the fact that the domain name is applied for and/or obtained by a third party in the interim, except in the event of intent or gross negligence on the part of the Contractor.

C.9.6. If the Contractor registers a domain name in its name on behalf of the Client, the Contractor shall cooperate to requests by the Client for the relocation, transfer or termination of such domain name.

C.9.7. The Client shall comply with all registration conditions, provisions, and (dispute) regulations set by domain-name suppliers for the application, assignment or use of a domain name and/or IP address. The Client is referred to the domain-name terms and conditions associated with the relevant extension on a summary page. The domain-name terms and conditions constitute part of the Agreement.

C.9.8. The Contractor is entitled to cause the domain name and/or IP address to be inaccessible or unusable, or to place it (or cause it to be placed) in its own name if the Client is demonstrably in breach of the Agreement, however, only for as long as the Client is in breach and only after expiry of a reasonable period for the compliance required in a written notice of default.

C.9.9. If the Service extends to the periodic provision of agency services for the application of domain names and IP addresses during a certain period of time, the Agreement shall be deemed to have been entered into for the minimum period stated per service. If this minimum period has expired without a party having expressed its wish to terminate the Agreement at least one (1) month before the end date of the contract, the Agreement is automatically extended by the period stated for each Service.

Module D. Hardware

This module applies to Contractors that supply Hardware to Clients.

Article D.1. Delivery and ownership

D.1.1. Hardware has been delivered to the Client if it has been delivered to the delivery address specified by the Client in the order and this delivery is accepted by the Client, unless otherwise agreed upon between the Client and the Contractor.

D.1.2. Client shall check the Hardware upon delivery for faults, insofar as this is reasonably possible at that time.

D.1.3. The title to the Hardware passes from the Contractor (or its suppliers) to the Client from the moment of delivery to the delivery address specified by the Client in the order, but only if the Client has paid for the Hardware in full.

Article D.2. Guarantee

D.2.1. For a period of 1 year after delivery, the Contractor guarantees the operation of the delivered Hardware in accordance with the specifications previously communicated to the Client and is accountable for this by the Client. Outside of this guaranty, claims by the Client are excluded.

D.2.2. The guarantees issued by Contractor and manufacturers do not detract from the statutory guarantee period applicable to the Hardware.

D.2.3. The guarantee on Hardware shall become null and void in case of unauthorised modifications, non- compliance with the user instructions or other careless use of the Hardware by the Client.

D.2.4. If The Client makes use of the guarantee arrangement within the set periods and rules, the Contractor shall make every effort to find a solution as soon as possible, for example by replacing or repairing the Hardware. The choice to opt for the solutions set out above is always at the discretion of the Contractor.

D.2.5. The Contractor bears no liability for any loss of data resulting from the repair or replacement of Hardware.

Article D.3. Returns

D.3.1. In case the Client makes use of the guarantee arrangement, the Client shall return the delivered Hardware and all accessories as much as possible in their original state of delivery to the Contractor.

D.3.2. If there any costs are associated with the return under the guarantee arrangement, these will be at the expense of the Client.

Module E. Telecom

Module E applies to Contractors providing telephone services VOIP and communication services falling under the Telecommunications Act.

Article E.1. Implementation

E.1.1. After the Agreement has been concluded, the Contractor will perform the Service as soon as possible in accordance with the Quotation, taking the Client's reasonable wishes into account reasonable.

E.1.2. The Contractor can, if desired and against payment, supply equipment for the use of the Service. Upon delivery, Client is at all times responsible for this equipment and its configuration.

E.1.3. The Client is not permitted to sublease the Service, as referred to in this module, or to make it available to third parties in any other way, without the written permission of the Contractor.

Article E.2. Duration of the Agreement

E.2.1. The Agreement is entered into by Client for a period of twelve (12) months, unless otherwise agreed upon between Client and Contractor. After this period, the Agreement will be tacitly renewed, until the moment of cancellation.

E.2.2. The Agreement can be terminated by Client before the end of the period with due observance of a notice period of one (1) month. After tacit renewal, the Client may terminate at any time with due observance of a notice period of one (1) month. The Contractor has a notice period of three (3) months.

E.2.3. Notice of termination of the Agreement by either the Client or the Contractor must be given in writing.

E.2.4. If the Client has made an advance payment for a certain period, but the Agreement is terminated in accordance with article E.2.2, the Contractor will refund any advance payment to the Client on a pro rata basis.

Article E.3. Services and availability

E.3.1. All of the Contractor's services shall be performed on the basis of an obligation to perform to the best of its's ability, unless and insofar as the Contractor has explicitly promised a result in the Written Agreement and the result concerned has also been described sufficiently specified.

E.3.2. The Contractor offers no guarantees as to the exact amount of availability, unless otherwise agreed in the Offer through an SLA as such. In so far as not otherwise provided for in an applicable SLA, this article applies.

E.3.3. In the absence of evidence to the contrary, the availability and service level measured by the Contractor shall constitute full proof.

E.3.4. The Contractor shall make every effort to ensure that the Client can use the networks that are directly or indirectly connected to the Contractor's network. The use of third-party networks may be subject to statutory and contractual conditions. The Contractor shall make every effort to inform the Client of these conditions in good time.

E.3.5. The availability and quality of the Service is partly dependent on a number of external factors, including the Client's Internet connection if, for example, a VOIP service is purchased. The Client must follow the Contractor's guidelines regarding these external factors.

Article E.4. Maintenance

E.4.1. The Contractor has the right to put the Services or parts thereof temporarily out of operation for maintenance, adaptation or improvement. The Contractor shall try to arrange for the Services or parts thereof to be out of operation as much as possible outside office hours, and shall make every effort to notify the Client of the planned taking out of service in good time. However, the Contractor is never obliged to pay compensation for damage arising with regard to taking the Services or parts thereof out of operation, unless explicitly agreed otherwise in writing, for example in an SLA.

E.4.2. Only if explicitly agreed upon in writing is the Contractor obliged to have a fall-back centre or other fall- back facilities.

E.4.3. The Contractor is entitled to change the operation and technical specifications of the Service at any time in the interest of the continuation of the Service. Unless this is not reasonably possible, the Contractor will inform the Client of these changes in a timely manner. The Contractor is not liable for any damage resulting from the changes in question.

Article E.5. Consumption and costs

E.5.1. Client will make proper use of the Service. If agreed, the Contractor shall be entitled to charge excessive use of the Service to the Client.

E.5.2. The Contractor can set a maximum number of call minutes, SMS messages and data traffic that the Client may use per month under the Service. If this maximum is exceeded, the Contractor is entitled

to charge extra (usage) costs, in accordance with the amounts for extra call minutes, SMS messages and data traffic stated in the Offer or Agreement.

E.5.3. Extra call minutes or extra costs related to the Service will be charged to Client separately and specified on a monthly basis.

E.5.4. If no maximum has been set by the Contractor for the number of call minutes, SMS messages and data traffic that the Client may use per month under the Service, a Fair Use Policy applies. In that case, a realistic number of call minutes will be determined on the basis of the average consumption of all customers. If the Client exceeds this amount, the Contractor is entitled to directly charge for the excessive usage .

Article E.6. Number Management

E.6.1. The Client has the option of choosing a new telephone number for the purpose of the Service, whether or not linked to a geographical area, or of taking a telephone number from an agreement with a third party.

E.6.2. For the implementation of number portability, the Client follows, to the extent possible, the Contractor's instructions. The Contractor is entitled to charge the Client one-off costs for number portability. The Contractor is not liable for the cancellation of current agreements with a third party regarding the relevant telephone number.

E.6.3. The Client shall confirm, where applicable, to use the geographical telephone number only in the geographical area for which it is intended. The Client indemnifies the Contractor from all possible consequences in case of non- compliance.

E.6.4. If the Contractor believes that the change of the Client's telephone number is required for the proper functioning of the Service or to comply with laws and regulations, it shall be entitled to do so. In doing so, the Contractor shall take the interests of the Client into account as much as possible. However, the Contractor is not obliged to pay any compensation as a result of the change.

E.6.5. Upon termination of the Agreement, the Client's telephone number shall lapse, unless the Client makes use of number portability and transfers the telephone number to a third party.

Article E.7. Personal data

E.7.1. Personal data are processed as part of the implementation of the Agreement. These personal data are necessary for the proper functioning of the Service. The personal data in question will not be provided to third parties, unless this is necessary for the implementation of the Agreement or is required by law.

E.7.2. The Contractor shall not store the personal data any longer than necessary and shall provide appropriate technical and organisational security measures to protect the personal data from improper access and use.

E.7.3. Contractor shall cooperate with requests made to him by competent (government) agencies to provide the personal data or to allow (real-time) access to the Client's telephone traffic.

E.7.4. The provisions of Articles A.11.6 and A.11.7 shall apply mutatis mutandis.

Module F. Secondment

This module applies to Contractors who place Employees with Clients.

Article F.1. Secondment of Employees

F.1.1. Where required for the implementation of the Agreement, an Employee will perform work at the Client's premises. The Agreement ('Secondment Agreement') will include specific provisions about the work to be performed, the duration and the price.

F.1.2. The Contractor will place the Employee appointed in the Agreement with the Client to perform work under the Client's management and supervision in accordance with the agreements made between the parties.

F.1.3. The Client shall only deploy the Employee for the agreed work within the Client's company.

F.1.4. Hiring out an Employee by the Client to a third party shall only be allowed upon written permission of the Contractor. the Contractor may withhold its consent or impose (financial) conditions on the loan without having a valid reason for doing so.

F.1.5. The Contractor shall make an effort to make sure that the placed Employee has the appropriate job description and competences. The Client shall not have a choice of Employees, unless explicitly agreed upon. The Contractor shall be entitled to replace a placed Employee for an Employee with similar competences and a similar job description.

F.1.6. The Client is entitled to request replacement of the placed Employee if the Staff Member does not fulfil the job description or quality requirements and/or does not have the right competences, at least not as agreed between the parties. The Client must submit this request in writing, stating reasons, to the Contractor within five
(5) working days after commencement of the work by the Employee.

F.1.7. In the event of illness of more than five (5) working days or termination of the Employee's employment, the Contractor shall endeavour to provide a suitable replacement within a reasonable term.

F.1.8. The Contractor will deal with the issue of replacement in the preceding two articles as a matter of urgency. The Contractor does not guarantee that replacement is possible at all times. If replacement is not, not completely or not immediately possible, the Client's claims to further fulfilment of the Agreement, including claims for non- fulfilment of the Agreement, are cancelled. The Client's payment obligations for the work already performed shall continue to be fully in tact.

Article F.2. Terms of employment

F.2.1. The Employee must comply with the Client's regulations and house rules.

F.2.2. The Client shall behave and adopt the same attitude in respect of the Employee as it would in respect of its own employees and/or staff.

F.2.3. The Client is obliged to comply with all relevant legislation and the obligations arising from related regulations in the field of safety at work and good working conditions in general.

Article F.3. Responsible parties

F.3.1. The Contractor is responsible for payment of the income tax, social security contributions and turnover tax due for the Employee placed at its disposal. The Contractor will indemnify the Client against all claims of the tax authorities and/or social insurance agencies due to the Agreement with the Client. The Client must at all times inform the Contractor in writing as soon as possible and provide full cooperation, in the event of a claim as aforementioned.

F.3.2. The Contractor accepts no liability for the choice of the placed Employee and/or for the results of work performed under the supervision and management of the Client, unless the Contractor has intentionally failed to fulfil the provisions of article F.1.5.

F.3.3. The Client shall be liable for all damage suffered by the placed Employee during or in connection with the work assigned to him.

F.3.4. The Client shall indemnify the Contractor against all losses which the Contractor may suffer as a result of claims by third parties, including the placed Employees as well as persons working under the responsibility of Contractor, which are related to the goods delivered or work performed by the Contractor:

- damage resulting from unlawful conduct on the part of the Contractor's Employee and persons who work under the Contractor's responsibility and are placed with the Client and work under the Contractor's supervision or on the Contractor's instructions;
- damage resulting from unsafe situations in its company, living space or other place of performance of the Agreement (if the secondment takes place at a location other than that of the Client) or from acts or omissions on the part of the Client, including the Client's own interpretation and/or injudicious use of the knowledge, information, products and items provided by the Contractor;
- damage resulting from a fault in goods supplied by Contractor which were used, changed or resold by the Client with the addition of or in connection with the Client's own products, software or

Services, unless the Client proves that the fault was not the result of use, change or resale as referred to above.

Article F.4. Confidentiality

F.4.1. The Client may impose the duty of confidentiality on the Employee regarding anything that comes to the Employee's knowledge.

F.4.2. The provisions of the preceding article apply accordingly in a situation where an Employee hired through an agency is temporarily posted to another company. The Client shall include the same conditions in any such sub-posting agreement.

Module G. Hardware rental

This Module applies to Contractors that rent Hardware to Clients. In Agreements or Quotations, or any other forms of contracts, the rental of hardware can also be referred to as a Loaned product (Dutch: 'bruikleen').

Article G.1. Delivery

G.1.1. Hardware has been delivered to the Client if it has been delivered to the delivery address specified by the Client in the order and this delivery is accepted by the Client.

G.1.2. Unless otherwise agreed in writing, the rental of the Hardware shall not include the provision of consumables required for the use of the Hardware.

G.1.3. Hardware is supplied without software, licences, etc. In the event that, in addition to the Hardware, software etc. is also supplied (for the same period as the rental), the Agreement shall clearly state which user rights the Client obtains, the respective parts and the conditions on which they are included.

G.1.4. The Client is obliged to inspect the Hardware upon delivery, insofar as this is reasonably possible at that time, for any faults. In the event that faults are not reported within 72 hours after delivery, the Hardware is deemed to have been properly received by the Client and without faults.

G.1.5. The Contractor may oblige the Client to cooperate to an inspection of the delivered goods. After a positively completed inspection, the Hardware is put at the disposal of the Client. A report may be drawn up of the inspection.

G.1.6. The Client shall install the Hardware by itself, unless the parties agree otherwise in writing.

Article G.2. Use

G.2.1. The Client may only use the Hardware within its own company, for the purpose for which the Hardware is intended.

G.2.2. Without written permission from the Contractor, the Client is not permitted to sublease the Hardware or provide it to third parties in any other way. The Client shall never use (part of) the Hardware as collateral or security object, in any way whatsoever, in respect of third parties.

G.2.3. The Client shall use the Hardware as a properly acting renter should. The Client shall handle the Hardware with care, take precautionary measures and follow all instructions supplied with the Hardware or given by the Contractor.
G.2.4. In the event that the Client discovers any faults in the Hardware, it must report this to the Contractor in writing forthwith.

G.2.5. The Client is fully liable in respect of the Contractor for any damage to the Hardware that is caused by use other than normal (and expected) use. The Client must at all times report any damage immediately, in writing, to the Contractor.

G.2.6. The Client is not allowed to modify or change the Hardware other than with the written permission of the Contractor, unless in case of modifications and additions that can be undone and removed at the end of the rental period without significant costs. The Client is obliged to undo the latter alterations and changes.

G.2.7. The Contractor is at all times entitled to refuse the consent referred to in the previous paragraph or to subject its consent to conditions. The Contractor is thereby entitled to increase the agreed compensation for renting Hardware if so justified by the adjustment or change.

G.2.8. Damage caused to the Hardware by adaptations and changes can not constitute damage which is at the expense of the Contractor, as referred to in Book 7, Section 204 of the Dutch Civil Code.

G.2.9. The Client is obliged to notify the Contractor immediately of any attachment (seizure) of the Hardware to the Contractor. As much information as possible must be included, such as in any case the identity of the distraining party and the reason for the seizure. In addition, the Client is obliged to allow the party levying the attachment to inspect the (rental) Agreement.

Article G.3. Contractor's obligations

G.3.1. The Contractor shall repair faults within a reasonable period of time, unless this is impossible or requires expenditure that cannot reasonably be demanded of the Contractor under the given circumstances.

G.3.2. The Contractor will not repair faults in the case of faults that:

- are accepted by the Client at the time of entering into the rental agreement;
- are caused by other use than normal use and or by the actions of the Client, its staff or visitors to the location;
- are the result of negligent, improper or injudicious use of the Hardware or use in breach of regulations, documentation, etc;

» are the result of use contrary to Article G.2.

G.3.3. If the Contractor repairs a fault referred to in the preceding paragraph, it will be entitled to charge the Client accordingly.

G.3.4. Instead of repairing a fault, the Contractor is also entitled to replace the Hardware with new or similar Hardware.

G.3.5. The Contractor is entitled to perform preventive maintenance on the Hardware. The Client is obliged to cooperate in this maintenance. The Parties shall consult in advance about this in order to determine a date and time for maintenance. During the maintenance period, the Client is not entitled to any replacement Hardware.

Article G.4. Termination

G.4.1. The Client is obliged to make the Hardware available again to the Contractor upon termination of the Agreement. Any costs for transporting the Hardware from the Client to the Contractor shall be borne by the Client. If the Client does not make the relevant hardware available to the Contractor upon termination of the Agreement, the Contractor will charge the Client a buyout fee equal to the purchase value of the hardware.

G.4.2. In the event that a report (as referred to in article G.1.5) is drawn up between the parties upon delivery, the Client is obliged to deliver the Hardware in the same condition as accepted in accordance with the description, with the exception of permitted changes and additions and wear and tear / faults caused by normal use. In the event that no report is made, the Client is assumed (unless the Contractor proves otherwise) to have received the Hardware in the condition it was in by the end of the Agreement.

G.4.3. The Contractor may oblige the Client to cooperate to a final inspection. If the Client refuses to cooperate, the Contractor shall still perform the final inspection, as were the final inspection conducted with the approval of both parties.

G.4.4. In the event that the Contractor discovers faults during the final inspection which are not for the account of the contractor as lessor, the Contractor shall charge the costs of repair and/or replacement to the Client. The Client shall at all times have the right to refute this cost claim by demonstrating that any faults and damage are the result of normal wear and tear, depreciation and use of the Hardware.

G.4.5. In the event of termination, the Client is responsible for the transfer of its data, making back-ups etc. Unless otherwise agreed, the Contractor does not offer the possibility to return any data, which may still be present on the Hardware, to the Client after return of the Hardware.

Module H. Maintenance and Support

This Module applies to Services that comprises the installation, configuring and/or maintenance of Materials and Services such as, software, applications, websites etc.

Article H.1. Implementation

H.1.1. Maintenance means the continued functioning of existing or new (developed) Materials in accordance with the Quotation or further agreement, and more generally the repair of errors. Support means offering remote or non-remote assistance in maintaining or working with the Materials.

H.1.2. Upon conclusion of the Agreement, the Contractor will perform the work as soon as possible in accordance with the Offer, taking the Client's reasonable wishes into account.

H.1.3. The Agreement determines when and at what fee the Contractor will start performing the Services and work. There may be fixed fees, but also work based on hourly rates and subsequent calculation. The Agreement will clearly state the work to be carried out and the amounts involved.

H.1.4. All Services provided by the Contractor are performed on the basis of an obligation to perform to the best of its ability, unless and to the extent that the Contractor has explicitly promised a result in the Written Agreement and the result concerned has also been described sufficiently specified.

H.1.5. The Contractor provides no guarantees regarding results, unless otherwise agreed in the Offer through an SLA designated for that purpose. Where not otherwise provided for in an applicable SLA, this article applies. The Contractor will make every effort to carry out the Client's requests as soon as possible, but cannot give any firm deadline for this. This applies both to a deadline for scheduling and carrying out planned work and to response and recovery times in the case of a request for the adjustment, repair and/or improvement of the Service and/or Materials.

Article H.2. Specifications and cooperation by the Client

H.2.1. If agreed, the Contractor shall install and configure the Materials on hardware and networks designated by Client. The Client is required to do all that is reasonably necessary and desirable to facilitate a timely and proper installation and operation of the Materials. The Client shall in particular ensure that all information the Contractor indicates to be necessary or which the Client should reasonably understand to be necessary for the supply of the Materials shall be provided in good time to the Contractor.

H.2.2. Upon the Contractor's request, the Client shall grant employees and auxiliary persons of the Contractor any required access to the computer systems concerned in order to enable installation, configuration, maintenance and adjustment of the Materials. Physical access to these systems will only take place if necessary and only in prior consultation with the Client.

H.2.3. The choice, purchase and management of the hardware and networks to be used are exclusively and fully the responsibility of the Client. The Contractor shall give instructions regarding the required configuration.

Article H.3. Updates and improvements

H.3.1. Only if so adopted of the Agreement, the Contractor will make an effort to adapt the Materials from time to time in order to improve the functionality and to repair errors, whether or not based on instructions and requests from the Client or on his own initiative, if this is stipulated in the Agreement.

H.3.2. Only if so adopted in the Agreement, the Contractor will make an effort to keep the Materials up-to-date. However, in many cases the Contractor is dependent on his supplier(s) and third parties. The Contractor is entitled not to install certain updates or patches if it believes that this will not benefit the proper functioning of the software or is not in the interest of the Service.

H.3.3. The Contractor will make every effort to add changes and new functionality to the Materials requested by the Client. The Contractor is at any time entitled to refuse such a request if it believes that this is not feasible or may hinder the proper functioning or availability of the Materials. Adding changes and new functionality to the Materials at the request of the Client involves costs. The Contractor shall inform the Client of these costs in advance.

H.3.4. f a change, update or patch results in changed functionality within an already developed Service or Project which has far-reaching consequences for the functioning of other Materials, systems etc., the Contractor and Client will consult about the consequences. If it is decided to implement this change, update or patch, the Contractor is entitled to invoice the hours spent on this separately on a subsequent costing basis.

H.3.5. If the Client wishes to make any changes to the Materials independently, this will be entirely at the risk and responsibility of the Client. the Contractor does not have to make any (longer any) efforts to solve bugs or errors. This is the case unless the Client has notified the Contractor of the desired change in advance and the Contractor has approved this change in writing. The Contractor may subject its approval to conditions.

H.3.6. Unless otherwise agreed, support to end users (customers of Client) is not included.

Article H.4. Remote support

H.4.1. Remote support is provided by telephone, e-mail and other jointly agreed channels.

H.4.2. On the Client's request, the Contractor shall propose software to be used for remote access to the computers to be supported. The Client is responsible for ensuring that its network and security environment allows this software to work.

H.4.3. If it turns out that remote support does not result in a satisfactory solution or is not feasible in view of the nature of the problem, the Contractor shall consult with the Client to find an on-site solution.

H.4.4. The Contractor can be contacted for remote support (also for scheduling maintenance and repair of errors) on working days (Mondays to Fridays, with the exception of official holidays recognised in the Netherlands) between 9 a.m. and 5 p.m.

Module I. Consultancy and Training

This Module is applicable to Contractors who perform consultancy work and/or provide training or courses.

Article I.1. Specific provisions for training and courses

I.1.1. If the Agreement (also) relates to the provision of a course/training (hereinafter: course) by the Contractor, the provisions of this article shall apply.

I.1.2. Various courses, conducted by the Contractor, may be provided.

- Course means: a course, workshop, education, lecture or training provided or offered by the Contractor.
- General course means: a course provided at the initiative of the Contractor and intended for several parties.
- Internal course means a course given at the request of, on location at and for the purpose of employees of the Client.

I.1.3. Unless otherwise agreed, a separate fee for course material shall be payable in addition to the fee payable for the course.

I.1.4. In case of an internal course, the Client is responsible for providing the facilities required by the Contractor (including in any case sufficient training room, computers, beamers, internet connection, food and beverages) for the course, as well as for handling registrations and cancellations.

I.1.5. In case of a general course, the Contractor shall provide the necessary facilities for the general course in question.

I.1.6. In case of an internal course, the Client has the right to cancel or change the course to another date up to fourteen (14) calendar days before the (first) date of the course. Any cancellation or change costs for facilities already booked (including travel costs or hotel accommodation for lecturers) shall be borne by the Client.

I.1.7. In the case of a general course, participation will take place in order of registration. The Contractor shall confirm the registration by e-mail or refuse it stating reasons. If a registration of the Client does not reach the Contractor until after the maximum number of participants in the course has been reached, the Contractor shall keep the registration and still accept it in case of cancellation by another participant. The Contractor shall communicate this timely.

I.1.8. The Client will decide whether the course is suitable for the participants or whether they will participate in the course. The lack of required prior knowledge on the part of the Client or his employees is not a reason for cancellation and does not cause obligations under the Agreement and/or General Terms and Conditions to be cancelled.

I.1.9. The Contractor is allowed to change the content, location and dates/times of the general course. The Client shall be notified of this no later than fourteen (14) calendar days prior to commencement of the general course.

I.1.10. The Client has the right to cancel participation until fourteen (14) calendar days before the (first) date of the general course. The fee for participation will then be waived. In the event of cancellation within fifteen (15) working days, the agreed price will remain due. Client is entitled to register a substitute up to and including the (first) day of the general course; this does not count as cancellation.

I.1.11. Payment is made in advance, prior to the course.

Article I.2. Specific provisions relating to consultancy

I.2.1. If the Agreement (also) provides for the performance of consultancy work by the Contractor, the provisions of this article apply.

I.1.2. Unless otherwise agreed in writing, the Contractor does not provide any guarantees regarding completion and/or lead times. Work is performed or will be performed on working days, not being Saturdays, Sundays or generally recognised public holidays, between 9 a.m. and 5 p.m.

I.2.3. If it has been agreed that the work will be carried out in phases, the Contractor is entitled to postpone the execution of the next phase until the Client has approved the Materials and the related results.

I.2.4. The use of results, Materials or other outcomes of the Services and work are at all times at the risk and responsibility of the Client.

I.2.5. If and to the extent required for the proper performance of the Agreement, the Contractor has the right to have certain work performed by third parties. Any related (additional) costs will be borne by the Client. The latter, of course, with the approval of the Client.

I.2.6. The Client will only use the results of the Agreement provided by the Contractor for the agreed purpose. More specifically, the Client will only use the texts prepared by the Contractor for the purposes specified in the Agreement. Furthermore, the Contractor will in that case have the right to withdraw the licence for use of the texts produced. Article A.10 applies accordingly.

I.2.7. If necessary, the Contractor will inform the Client about the status and course of the work. The Agreement may contain further agreements on the number of contact times and the manner in which this will take place. Interim reports may be part of this. The Parties will appoint contact persons in order to ensure that this process takes place and proceeds satisfactorily.

I.2.8. Without prejudice to the provisions of Article A.6, the Contractor is moreover entitled to invoice an amount prior to the work and may postpone the performance of the Agreement until the first payment has been received by the Contractor.

Module J. Maintenance and Management of Alarm, Fire Alarm, and Evacuation Alarm Systems

Article J.1. Introduction

J.1.1 In the maintenance and management of alarm systems, the regulations applicable are those laid down in the BORG regulations 'Management and Maintenance of Alarm Equipment'. This document is issued under the responsibility of the CCV.

J.1.2 In the maintenance and management of fire alarm and evacuation alarm systems, the regulations applicable are those laid down in NEN 2654-1 and NEN 2654-2.

J.1.3 This module describes what is expected of the SLA recipient and the SLA provider in order to perform correct maintenance on alarm, fire, and evacuation systems in line with BORG regulations. It also indicates how, when, and under what conditions work is carried out.

J.1.4 In this module, the client is the SLA recipient and the maintainer is the SLA provider.

Article J.2. Maintenance

J.2.1 The maintainer takes care of the periodic inspection, preventive and corrective maintenance of the system, ensuring the system is kept in its nominal state.

J.2.2 Periodic inspection and preventive maintenance by the maintainer

J.2.2.1 Maintenance is carried out according to the BORG regulations 'Management and Maintenance of Alarm Equipment'.

J.2.2.2 Failures will be resolved within the maximum times set out in the BORG guidelines.

J.2.3 The maintenance fee includes the costs for periodic inspection and preventive maintenance. Costs not included are:

- Replacement materials;
- Repairs;
- Installation of standard consumables that can be easily replaced by the client.

Article J.3. Management, Periodic Inspection, and Preventive Maintenance by Client

J.3.1 The client is ultimately responsible for the management, periodic inspection, and preventive maintenance.

Article J.4. Organizational Aspects

J.4.1 All occurring faults and damages must be reported to the maintainer without delay. Upon notification, the maintainer will take such measures to ensure as quick a repair as possible.

J.4.2 The client must provide the maintainer with at least one trained person who is responsible for the management of the alarm system and is also the contact person for the maintainer. Changes must be reported to the maintainer in writing immediately.

J.4.3 The client shall grant the maintainer's personnel access to all equipment related to this agreement. Good and safe accessibility of all devices must be ensured in all areas that need to be entered in connection with the work. The client shall also cooperate fully to facilitate the smooth progress of the work.

J.4.4 During preventive maintenance, the client will report any architectural, organizational, and/or space changes that have occurred. Based on this information, the maintainer will assess whether an installation adjustment is necessary.

J.4.5 After the periodic inspection and preventive maintenance, the maintainer will create a written maintenance inspection report and update the logbook.

J.4.6 Following preventive and corrective maintenance, the system will be fully operationally tested, including signaling to the control room, in the presence of the client if desired.

J.4.7 The maintainer has measuring and control equipment for inspection, preventive, and corrective maintenance.

Article J.5 Maintenance Times

J.5.1 Preventive Maintenance

J.5.1.1 Preventive maintenance is carried out periodically. The maintainer will coordinate the start with the client.

J.5.1.2 Preventive maintenance is carried out from Monday to Friday, normal working days for the maintainer, from 08:30 to 17:00.

J.5.2 Corrective Maintenance (Repair)

J.5.2.1 The maintainer has a 24-hour service organization available for troubleshooting.

J.5.2.2 The maintainer will start rectifying all faults and/or damages that come to his attention during on-site work, or after the client has notified the maintainer, within the maximum times set by BORG guidelines.

J.5.2.3 Faults in energy supplies belonging to the installation supplied by Lagarde are resolved within 24 hours.

Article J.6. Miscellaneous

J.6.1 All work, changes, connections, auxiliary devices, relocations, and other alterations not carried out by the maintainer must be checked by the maintainer. For the supply and services as mentioned above, the maintainer's usual terms and rates apply.