

## 1. Definitions

The following definitions apply in these General Terms and Conditions:

General Terms and Conditions:	these general terms and conditions of purchase for the purchase of material objects, services and IT applications by NRG PALLAS
Deliverables:	material objects, services, IT applications and Works purchased by NRG PALLAS
Contractor:	The party to the contract with NRG PALLAS
NRG PALLAS:	NRG PALLAS B.V.

## A. General

### 2. Applicability

- 2.1 These General Terms and Conditions apply to any request by NRG PALLAS for an offer to be made, any invitation to treat by NRG PALLAS, to proposals from NRG PALLAS, and to all contracts entered into or to be entered into by NRG PALLAS.
- 2.2 Deviation from the General Terms and Conditions is only permitted with the written consent of NRG PALLAS. No terms and conditions between NRG PALLAS and the Contractor other than these General Terms and Conditions apply, even if referred to in the quotation, final purchase order or other documents. The Contractor's terms and conditions of sale are hereby expressly rejected.
- 2.3 NRG PALLAS is entitled to amend these General Terms and Conditions at any time. The amendments shall apply from notification of said amendments to the Contractor.

### 3. Quotation and formation of a contract

- 3.1 A request for a quotation by NRG PALLAS is only deemed to be an invitation and not an offer by NRG PALLAS.
- 3.2 Any costs incurred in issuing a quotation shall be borne by the Contractor.
- 3.3 The Contractor is required to check NRG PALLAS's request for a quotation for consistency, completeness and accuracy. In case of obvious mistakes or inaccuracies, before confirming the Delivery, the Contractor should report this, after which the parties will consult each other.
- 3.4 Verbal contracts are not binding on NRG PALLAS unless they have been confirmed in writing by NRG PALLAS's senior management or by persons authorised by NRG PALLAS to do so. The Contractor is responsible for verifying the persons' authority. NRG PALLAS is authorised to revoke or amend any confirmation without accepting liability if it transpires that a person is not authorised by NRG PALLAS to give this confirmation.
- 3.5 The Contractor may never infer from negotiations for the formation of a contract between the Contractor and NRG PALLAS that a contract will actually be formed.
- 3.6 A contract will only be concluded if the Contractor's written offer is accepted by NRG PALLAS by returning a signed purchase order.

### 4. Prices, payment and invoice

- 4.1 The prices and rates stated are fixed and binding. Prices are in euros and exclusive of VAT.
- 4.2 NRG PALLAS will only accept changes in price and/or rates if and insofar as the price is the result of a written approved change or addition to the Deliverables.
- 4.3 NRG PALLAS will pay all undisputed invoices within 30 days of the supply of the Deliverables and receipt of the invoice. If NRG PALLAS disputes part of an invoice, the Contractor must issue two separate invoices: one invoice for the undisputed amount and the other invoice for the disputed amount of the full invoice.
- 4.4 The Contractor must pay the relevant authorities all taxes and contributions required under applicable tax and labour legislation. If the Contractor hires subcontractors, it must ensure that they do the same. The Contractor indemnifies NRG PALLAS against all claims made by third parties as a result of the failure of the Contractor or a subcontractor to pay taxes and contributions owed.

### 5. General rules

- 5.1 The Contractor must:
  - 5.1.1 comply with all laws and regulations relating to the performance of the work and to its business activities;

- 5.1.2 comply with all obligations under applicable tax and social insurance legislation applicable to its employees or those of its subcontractors;
- 5.1.3 comply with all regulations and instructions issued by NRG PALLAS, including the 'Voorschriften voor Opdrachtnemers' (regulations for contractors);
- 5.1.4 inform NRG PALLAS immediately of: (i) incidents of a criminal nature, (ii) conflict of interests or corruption, (iii) incidents that could pose a serious threat to the integrity of the business activities, and (iv) all other incidents that could have serious consequences for NRG PALLAS. NRG PALLAS has the right to investigate reported incidents, and the Contractor must cooperate fully in such investigations. In relation to an investigation, NRG PALLAS is entitled to require the Contractor to take measures to limit the consequences of the incident and prevent future incidents;
- 5.1.5 have all the licences and permits that are required for the Deliverables and its business activities;
- 5.1.6 be able to clearly set out its sustainability policy and its policy for corporate social responsibility;
- 5.1.7 not damage the reputation or integrity of NRG PALLAS in any way.

## 6 Additional regulations applicable to accessing NRG PALLAS locations and access to NRG PALLAS systems

- 6.1 The Contractor will ensure that its employees can provide proof of identity when working at an NRG PALLAS location, and that they:
  - 6.1.1 are identifiable as employees of the Contractor;
  - 6.1.2 follow reasonable instructions given by NRG PALLAS employees;
  - 6.1.3 sign the declarations and non-disclosure agreements required by NRG PALLAS.

## 7 Privacy

- 7.1 Insofar as the Contractor processes personal data for NRG PALLAS as a processor within the meaning of the General Data Protection Regulation (GDPR) and the Dutch GDPR Implementation Act (Uitvoeringswet Algemene verordening gegevensbescherming – UAVG) in the context of the performance of the contract, the Contractor guarantees the implementation of appropriate technical and organisational measures in such a manner that the processing will meet with the requirements of the GDPR and the UAVG and the protection of data subjects is ensured. The Contractor will only process personal data on behalf of and based on documented instructions from NRG PALLAS, unless otherwise required by law.
- 7.2 The parties will regulate the processing of personal data by the Contractor for the benefit of NRG PALLAS through a data processing contract.

## 8 Intellectual property rights

- 8.1 Unless otherwise agreed, all intellectual property rights (including, but not limited to, copyrights, patents, trademarks, designs, and trade secrets) that are exercisable – anywhere and anytime – in respect of the results of the Deliverables supplied shall belong to NRG PALLAS. The Contractor will transfer these intellectual property rights to NRG PALLAS at the time of their creation pursuant to the contract, and NRG PALLAS hereby accepts this transfer in advance.
- 8.2 All database rights that are exercisable – anywhere and anytime – in respect of the results of the Deliverables supplied shall belong to NRG PALLAS. The Contractor will transfer these intellectual property rights to NRG PALLAS at the time of their creation pursuant to the contract, and NRG PALLAS hereby accepts this transfer in advance.
- 8.3 Insofar as the results of the Deliverables supplied are (partly) created using existing intellectual property rights not belonging to NRG PALLAS, the Contractor grants NRG PALLAS a non-exclusive and non-cancellable right of use for an indefinite period of time. In such case, the Contractor guarantees that it is entitled to grant the aforementioned right of use.
- 8.4 Should the transfer of the rights referred to in Articles 8.1 and 8.2 require a further deed at any time, the Contractor hereby irrevocably authorises NRG PALLAS to draw up such deed and to sign it, including on the Contractor's behalf, without prejudice to the Contractor's obligation to cooperate in the transfer of these rights at the first request of NRG PALLAS, without being able to impose conditions.
- 8.5 Should there be a difference of opinion between the parties regarding the intellectual property rights referred to in Articles 8.1 and 8.2 in respect of the results of the Deliverables supplied, it shall be assumed, subject to proof to the contrary, that such rights belong to NRG PALLAS. In all cases, NRG PALLAS may continue to use the outcome of the results as intended under the contract.

- 8.6 The Contractor hereby waives towards NRG PALLAS any and all moral rights to which it, the Contractor, may be entitled as referred to in the Copyright Act, to the extent that the applicable law permits such waiver. The Contractor, which is authorised to do so, including on behalf of the Contractor's employees, waives towards NRG PALLAS any moral rights to which these persons are entitled, to the extent permitted under applicable law.
- 8.7 The Contractor indemnifies NRG PALLAS against claims by third parties in respect of (alleged) infringement of intellectual property rights of such third parties, including similar claims relating to know-how, unlawful competition and the like. The Contractor undertakes, at its expense, to take all measures that may contribute to the prevention of standstills and to limit the extra costs to be incurred and/or damage to be suffered as a result of said infringements.
- 8.8 Without prejudice to the foregoing, if third parties hold NRG PALLAS liable for any infringement of intellectual property rights, NRG PALLAS may dissolve the contract in writing, out of court, in whole or in part, without prejudice to its further rights vis-à-vis the Contractor, including but not limited to any right to damages.
- 8.9 If any intellectual property rights other than those mentioned in Articles 8.1 and 8.2 arise in respect of the results of the Deliverables supplied, these can never be invoked against NRG PALLAS, and the Contractor shall grant NRG PALLAS, free of charge, a non-exclusive and indefeasible right of use for an indefinite period of time for the purposes intended under the contract.

## 9 Confidentiality

- 9.1 Confidential Information means all technical, financial, commercial and/or other information (including material embodying such information) relating to NRG PALLAS or belonging to NRG PALLAS and/or third parties for which NRG PALLAS performs work, including but not limited to products, customers, computer programs, models, designs, drawings, specifications, test results, maps, flow charts, manufacturing techniques, construction materials, formulas, graphs, operating and testing procedures, methods of operation, instruction manuals, patent applications and any other documents prepared by or on behalf of NRG PALLAS.
- 9.2 Each party will: (i) only use the Confidential Information for the purpose for which the Confidential Information was disclosed, (ii) prevent the disclosure of Confidential Information to third parties, and (iii) restrict the distribution of Confidential Information only to persons who require it for the purpose of the contract.
- 9.3 The obligations in this article do not apply if the Confidential Information: (i) has become public knowledge without violating the obligation of confidentiality, (ii) can be shown to have been known to the recipient before the recipient was first granted access to the Confidential Information, and/or (iii) can be shown to have been developed independently by the recipient.
- 9.4 Parties are permitted to disclose Confidential Information if requested to do so by a competent court or a regulatory body. Disclosure pursuant to this article is permitted only if the following requirements are met: (i) as many measures as possible have been taken to provide reasonable protection for the interests of the owner of the Confidential Information, and (ii) the disclosing party informs the owner of the Confidential Information before the information's disclosure, so that the owner has sufficient time to take appropriate legal measures to prevent disclosure, and (iii) the recipient will inform the relevant authority that the Confidential Information is subject to a duty of confidentiality under the contract.
- 9.5 NRG PALLAS may provide a copy of the contract to a third party in connection with the sale of a business unit or the outsourcing of services or preparation for this.
- 9.6 The obligations in this article apply for an indefinite period and will remain valid even after the end of the contract.

## 10 Publicity

The Contractor is not permitted to mention NRG PALLAS as a customer or use the trademark(s) of NRG PALLAS in any other manner without prior written consent.

## 11 Audit

11.1 In connection with the Deliverables, NRG is entitled to have audits conducted by its internal audit department or by an external auditor. The Contractor must cooperate in these audits. If reasonably possible, audits will be announced in advance.

11.2 The costs of the audit will be borne by the Contractor if it appears that work was not carried out in accordance with the contract and/or errors that must be attributed to the Contractor are found in the findings. In any other case, the cost of the audit will be borne by NRG PALLAS.

11.3 The Contractor acknowledges the right of regulatory bodies to conduct audits at the Contractor with regard to the Deliverables. The Contractor must inform NRG PALLAS immediately in the event of such an audit, unless this is prohibited. The Contractor must immediately follow any instructions given by such regulatory bodies to the Contractor or to NRG PALLAS.

11.4 The Contractor must keep administrative records on the Deliverables for seven years after the end of the contract.

## 12 Assessment and acceptance

12.1 NRG PALLAS and/or persons appointed by NRG PALLAS, including third parties, are authorised to assess the Deliverables before and after their delivery, which shall include inspection, control, testing and examination. NRG PALLAS shall assess the Deliverables within a period of 30 days from the date of delivery. If NRG PALLAS assesses the Deliverables as satisfactory, it will accept them by written notice to the Contractor.

12.2 The costs of assessment will be borne by NRG PALLAS unless the Deliverables are rejected, in which case the costs will be borne by the Contractor. If, following the rejection of the Deliverables, the Contractor wishes a re-assessment, the cost of the re-assessment shall be borne by the Contractor.

12.3 If NRG PALLAS assesses the Deliverables as unsatisfactory, it will send written notice of non-acceptance to the Contractor.

12.4 If NRG PALLAS has not commented on the assessment within a period of 30 days from the day of delivery, the Deliverables shall be deemed accepted.

12.5 NRG PALLAS is not obliged to make any payment to the Contractor before acceptance has taken place.

## 13 Right of use

13.1 NRG PALLAS is also entitled to use the Deliverables for other divisions of NRG PALLAS, and to allow them to access and use the Deliverables.

13.2 NRG PALLAS is entitled to also use the Deliverables for its other service providers to the extent necessary for them to deliver their services to NRG PALLAS. This is permitted on condition that NRG PALLAS and such service provider make arrangements regarding confidentiality and the protection of any intellectual property rights that are similar to the arrangements with the Contractor.

13.3 NRG PALLAS may grant the Contractor access to the Software of other service providers if this is necessary for the Deliverables. In such cases, the Contractor guarantees that it will fulfil all the obligations about which NRG PALLAS has informed it with regard to access to the Software.

13.4 If a business unit of NRG PALLAS is transferred to a third party (the Sold Entity), NRG PALLAS is entitled to continue to allow the Sold Entity to access and use the Deliverables, or the Contractor will continue to deliver the Deliverables to the Sold Entity as if the Sold Entity is part of the NRG PALLAS group. This applies for a maximum of 36 months from the date on which the transfer of the Sold Entity is completed or until the contract with the Contractor ends.

## 14 Subcontract

14.1 The Contractor will not allow a subcontractor to deliver part or all of the Deliverables without the prior written consent of NRG PALLAS.

14.2 The Contractor is responsible and liable for the acts and omissions of all subcontractors involved in the provision of the Deliverables.

14.3 The Contractor must ensure that each subcontractor fulfils all the Contractor's obligations arising from the contract entered into between the Contractor and NRG PALLAS.

## 15 Liability

15.1 The Contractor is liable for all losses suffered by NRG PALLAS as a result of acts or omissions by the Contractor, its employees and/or third parties hired.

15.2 In addition to Article 15.1, the Contractor shall be liable for all losses suffered by NRG PALLAS or third parties as a result of defects in the Material Objects supplied by the Contractor. This liability also includes losses resulting from a defect in a Thing that originates from a third party.

15.3 Unless otherwise agreed, the Contractor's liability is limited to an amount of three times the agreed price with a maximum of €2,500,000.00. This limitation of liability does not apply in the event of a breach of the articles on Privacy, Intellectual Property Rights or Confidentiality, or in the case of intent or gross negligence by the Contractor, its employees or third parties hired.

15.4 The Contractor indemnifies NRG PALLAS against all claims made by third parties for compensation for damage in accordance with Article 15.

15.5 The Contractor must maintain adequate insurance with comprehensive cover with a reputable insurance company in order to cover losses for which the Contractor is liable under this Contract, including bodily injury, damage to property and professional liability.

15.6 NRG PALLAS shall not be liable for any losses on the part of the Contractor, unless there is intent or wilful recklessness on the part of NRG PALLAS. Should NRG PALLAS nevertheless be liable, liability will be limited to the amount actually paid out by its insurer.

## 16 Transfer

16.1 The rights and obligations for the Contractor arising under the contract are not transferable in whole or in part and cannot be encumbered without the prior written approval of NRG PALLAS. In the event of a merger, acquisition, takeover or legal or de facto demerger affecting the Contractor, the Contractor will inform NRG PALLAS as soon as possible, and the parties will negotiate all necessary amendments to the contract in good faith. If the parties fail to agree on the amendments within 3 months of the negotiations commencing, NRG PALLAS has the right to terminate the contract with immediate effect.

16.2 NRG PALLAS is entitled to transfer some or all of its rights and obligations under the contract: (i) to a division of NRG PALLAS, (ii) to a third party that is taking over a business activity for which the Deliverables are provided, and (iii) in the context of outsourcing. NRG PALLAS will inform the Contractor as soon as possible in the event of such a transfer.

## 17 Termination

17.1 NRG PALLAS is entitled to terminate all or part of the contract early with 60 days' written notice to the Contractor.

17.2 Each party has the right to dissolve all or part of the contract in writing with immediate effect if:

17.2.1 the other party is declared bankrupt or deferment of payment is granted;

17.2.2 the other party fails to fulfil its obligations under the contract for a period of more than 30 days due to force majeure;

17.2.3 the other party fails to fulfil its obligations under the contract. The other party will have the opportunity to rectify the failure within a reasonable period of up to 30 days after receiving written notice from the other party in which fulfilment of the obligations is demanded. This does not apply if it is no longer possible to fulfil the obligations.

17.3 A delay in payment of 90 days or less does not constitute grounds for dissolving the contract.

## 18 Articles that will continue to apply after the end of the contract

All articles intended to continue to apply after the end of the contract will continue to apply after the end of the contract.

## 19 Applicable law

These General Terms and Conditions and the contract are governed by Dutch law. The applicability of the Vienna Sales Convention is expressly excluded. All disputes that may arise between the parties as a result of this contract will be settled exclusively by the competent court of North Holland District Court, location Alkmaar.

## 20 Translation

These General Terms and Conditions were originally drawn up in Dutch. In the event of any ambiguities or difference in interpretation and/or explanation between the Dutch and English versions of the General Terms and Conditions, the Dutch version shall prevail at all times.

## B. Additional provisions for Services

If Services are provided, this section (Part B. Services) applies in addition to Part A. General.

### 21 Screening of employees

21.1 The Contractor will screen the work experience and references of its employees before it deploys them to provide services at an NRG PALLAS location or before these employees gain access to the systems or networks of NRG PALLAS. This screening must at the very least comply with NRG PALLAS requirements.

21.2 The Contractor will fully inform its employees about this screening and ensure that they understand the legitimate reason for it. The Contractor will ensure that its employees cooperate with this screening and provide the relevant information to NRG PALLAS.

### 22 Replacing employees

22.1 At the request of NRG PALLAS, the Contractor will replace an employee if this is necessary in NRG PALLAS's reasonable judgement. In the event of replacement, the Contractor will ensure that the new employee has at least the same skills, experience, knowledge, qualifications and references that the previous employee was expected to have. Any costs involved in training the new employee are payable by the Contractor.

22.2 The Contractor may replace persons entrusted with the performance of the Services on a temporary or permanent basis only in exceptional cases and may not do so without the prior consent of NRG PALLAS. NRG PALLAS shall not refuse its consent on unreasonable grounds and may attach conditions to such consent. The rates applicable to the original persons cannot be increased in the event of replacement.

### 23 Compensation, additional work and reduced work

23.1 NRG PALLAS shall reimburse the Contractor for the actual costs and hours incurred, unless a fixed price has been agreed in the contract.

23.2 If additional requirements or a revised assessment by NRG PALLAS or changes in the statutory regulations relevant to the work to be performed demonstrably make the work to be performed by the Contractor under the contract more onerous or more extensive, this will be considered additional work and be eligible for compensation. Additional work does not include supplementary work or a revised assessment that the Contractor should have foreseen when the contract was concluded. If a party thinks that additional work will be involved, it must inform the other party as soon as possible.

23.3 The Contractor will not commence additional work until it has received written instructions to do so from NRG PALLAS. To obtain such instruction, the Contractor must submit a written offer regarding the scope of the expected additional work and the time and costs involved. In respect of the additional work to be performed by the Contractor, the provisions of the contract, including rates and any discounts, shall apply insofar as they are not changed by the further written instructions. When submitting an offer, the Contractor cannot impose further or more onerous conditions than those agreed to by NRG PALLAS.

23.4 The Contractor must accept and execute an order for additional work at any time, up to a maximum of 10% of the original order. Such an order for additional work will be carried out under the terms of the contract.

23.5 If a revised assessment on the part of NRG PALLAS or changes in the statutory regulations relevant to the work to be performed demonstrably make the work to be performed by the Contractor under the contract easier or less extensive, this will be considered reduced work and be eligible for deduction from the price to be paid. If a party thinks that reduced work is involved, it must inform the other party of this in writing as soon as possible. If a fixed price has

been agreed, the parties will, in mutual consultation, determine the amount of the reduced work, which will be deducted from the price to be paid.

## 24 Advance payment

24.1 If NRG PALLAS makes a payment or payments for Services that have not yet been delivered in accordance with the contract, it may require the Contractor to provide NRG PALLAS with a credit institution guarantee 'on demand' prior to such payment(s) for the value of the amount(s) paid. There will be no cost to NRG PALLAS associated with the guarantee.

24.2 If, due to any failure on the part of the Contractor, Services are not accepted within the agreed period, the Contractor must pay statutory interest on the advance payment for the time the failure continues.

24.3 The credit institution guarantee 'on demand' must be issued by a credit institution accepted by NRG PALLAS.

## C. Additional provisions for Works

If Works are provided, this section (Part C. Works) applies in addition to Part A. General.

## 25 Definitions

Works: the outcome of building or civil engineering works taken as a whole which is sufficient of itself to fulfil an economic or technical function.

## 26 Performance of the Work

26.1 NRG PALLAS will provide the specifications, drawings, designs and other information. The Contractor must satisfy itself prior to the Work that the information it has received for the purposes of performing the Work is complete and correct.

26.2 The Contractor is responsible for the correct performance of the Work in accordance with the contract, including drawings and specifications, unless explicitly agreed otherwise. Any defects discovered during performance must be reported to NRG PALLAS without delay.

26.3 Additional and reduced work will only be carried out following written instructions from NRG PALLAS. In the absence of written instructions, the contractor will not be entitled to claim compensation.

## 27 Deadlines and planning

27.1 The agreed performance period is final and binding unless force majeure can be demonstrated.

27.2 If NRG PALLAS delays the Work due to changes in the design or other causes that result in the agreed performance period shifting due to the changes, the Contractor shall be entitled to an appropriate extension of the deadline.

## 28 Completion

28.1 The Work is completed once all the conditions set out in the contract have been met.

28.2 Completion will take place if, in the opinion of NRG PALLAS, all the conditions set have been met.

28.3 Minor defects shall not prevent completion, but must be remedied within a reasonable period.

28.4 Ownership and risk of the Work pass to NRG PALLAS at the time of approval at completion.

## 29 Liability and guarantees

29.1 The Contractor is liable for defects that come to light within a period of six (6) months of completion, unless they are the result of normal wear and tear or improper use.

29.2 If and to the extent that it is stipulated that the Contractor is obliged to supply spare parts, the Contractor must keep the spare parts in stock for the expected life of the Work.

## 30 Prices, rates, invoices and payment

30.1 Additional work, travel expenses, accommodation expenses and travel time are only reimbursed by NRG PALLAS if and to the extent agreed in writing.

30.2 NRG PALLAS is entitled to suspend payments if the Contractor fails to fulfil its obligations.



## D. Additional provisions for Software

If (standard) Software is supplied, this part (Part D. Software) applies in addition to Part A. General and Part B. Services.

### 31 Definitions

Pre-existing material: (standard) software belonging to the Contractor or a third party that was developed independently of the contract and is part of the (standard) software.

Release: a new version of the (standard) software that extends the existing functionality, resolves faults from previous versions and adds patches and bug fixes, without adding substantial new functionality or substantially altering the structure of the (standard) software.

Version: a new version of the (standard) software that adds substantial new functionality or substantially changes the structure of the (standard) software.

Right of use: the right by virtue of which NRG PALLAS is authorised to (install and) use Standard Software in accordance with the agreed use, including all reproductions and public releases, temporary or otherwise, that are reasonably necessary for this purpose.

Software: the set of program rules to be provided by the Contractor, in a form in which they can be used by a computer, directly or indirectly, to produce a certain, specified result. Software can be divided into Standard or custom Software.

Standard Software: Software developed for general use that is not made available exclusively to NRG PALLAS.

### 32 Right of use

32.1 Subject to the terms and conditions, the Contractor grants NRG PALLAS an irrevocable Right of Use to the Standard Software and to new Versions if NRG PALLAS is entitled to receive them. The Right of Use does not include any transfer by the Contractor to NRG PALLAS of patent, copyright or trademark rights to the Standard Software in question.

32.2 The Right of Use in any case includes, without NRG PALLAS being liable to pay any additional compensation for this:

- 32.2.1 the right to use all features of the Standard Software accessible to NRG PALLAS even if these are not mentioned in the documentation;
- 32.2.2 the right to make, store, regularly test and keep 'hot standby' copies of the Standard Software in the event of a disaster;
- 32.2.3 the right to use the Standard Software for testing and development purposes;
- 32.2.4 the right to use the Standard Software without any restriction or limitation in respect of place, equipment or otherwise, including its use by third parties for the benefit of NRG PALLAS.

32.3 NRG PALLAS may make and use copies of the Standard Software as often as it deems necessary for its business operations. If it proceeds to do so and for that reason owes an additional payment to Contractor, it shall notify Contractor accordingly with due speed. NRG PALLAS will not remove any indications of ownership and copyright when reproducing Standard Software.

32.4 The Contractor will grant NRG PALLAS a non-exclusive right to use it for installation and testing purposes for the period until acceptance of the Standard Software.

32.5 If the Contractor only repairs defects in the Standard Software by releasing patches or improved Versions, NRG PALLAS, even if it has not agreed any maintenance with the Contractor, is entitled to receive and use these free of charge.

### 33 Acceptance

33.1 NRG PALLAS is entitled to conduct an acceptance test on the Software in order to assess whether it meets the specifications and requirements stated in the contract, is free of defects and is suitable for the intended purpose.

33.2 The Software is deemed to be accepted when NRG PALLAS confirms acceptance in writing or when NRG PALLAS has used the Software in a production environment for longer than one week without disruptions or defects occurring.

33.3 If the Contractor delivers the Software in a number of parts or if a system consists of various components, NRG PALLAS is entitled, in addition to interim acceptance of the individual parts or components, to conduct an acceptance test on the whole system as soon as it is available.



33.4 If NRG PALLAS rejects the Software, the Contractor will, at the discretion of NRG PALLAS: (i) repair the defects free of charge within a reasonable period not exceeding 30 days from the receipt of notification of the rejection, or (ii) reimburse the payments already made by NRG PALLAS for the Software. NRG PALLAS is entitled to repeat the acceptance test when it receives the repaired version of the Software. If NRG PALLAS again rejects the Software after the second acceptance test, the Contractor will be in default as a result. In that case, NRG PALLAS may dissolve the contract with immediate effect without any prior warning or notice of default being required. This applies in addition to all other rights and legal remedies that NRG PALLAS has pursuant to the contract.

## 34 Maintenance and support

34.1 If NRG PALLAS maintains the Software itself or has it maintained by a third party, the Contractor will provide support in this upon request at a market-related fee. If NRG PALLAS has also agreed maintenance with the Contractor, the relevant provisions of the contract or the maintenance contract apply.

34.2 The Contractor will ensure that the Software remains compatible with releases of the operating system on which the Software is installed and which, according to the supplier of the platform, are upward compatible. The Contractor will also ensure that the Software is compatible with the operating system of any new platform that replaces the original platform. Apart from this, new Versions or Releases must not have a negative effect on the functionality of the Software or platform or on the correct and reliable performance of the Software or platform.

34.3 Maintenance and support must not affect the availability of the Software. If it is not reasonably possible to prevent a situation in which, due to maintenance and support, NRG PALLAS is temporarily unable to use the Software, the Contractor must seek permission from NRG PALLAS in advance and ensure that the consequences of this for NRG PALLAS's business activities are kept to a minimum.

## E. Additional provisions for Cloud and Hosting Services

If Cloud or Hosting Services are provided pursuant to this contract, this part applies in addition to Part A. General, Part B. Services and Part C. Software.

## 35 Definitions

NRG PALLAS data: all data processed in connection with the Cloud or Hosting Services.

Cloud Services: the use of an on-demand service model for the provision of IT services, usually on the basis of virtualisation and distributed computer environments, as described in the contract.

Hosting Services: shared or dedicated hosting, as described in the contract.

## 36 Right of use

36.1 All NRG PALLAS data processed by the Contractor as part of the Cloud or Hosting Services is and will remain the property of NRG PALLAS. The Contractor will treat the NRG PALLAS data as strictly confidential, in accordance with Article 9 of the General Terms and Conditions.

36.2 For the duration of the contract, the Contractor will be granted a non-exclusive, non-transferable, worldwide right of use for the NRG PALLAS data and any software provided to the Contractor by NRG PALLAS (NRG PALLAS Software) to the extent necessary for the performance of the contract.

36.3 The Contractor will grant NRG PALLAS non-exclusive, non-transferable, worldwide right of access to and use of the Cloud and Hosting Services from any location during the term of the contract and for a period of 60 days thereafter if this is necessary for the migration of the NRG PALLAS data and the NRG PALLAS Software. The Contractor will provide NRG PALLAS with the access codes required for this.

36.4 If the Contractor grants NRG PALLAS access to content or Software of third parties as part of the Cloud or Hosting Services, the Contractor guarantees that it has the permission required from those third parties to do so. The indemnification in Article 8.7 of Part A. General Terms and Conditions also applies to claims relating to infringements caused by such third-party content or Software.

## 37 Security

37.1 The Contractor will ensure that every physical and every virtual service location is a secure environment to which only authorised employees have access. If a connection is created between a service location and: (i) a system or network

of NRG PALLAS, or (ii) the internet, the Contractor will ensure that the connection is secure and that third parties have no access to the service location, a system or network of NRG PALLAS, or NRG PALLAS data.

37.2 The Contractor will continually take appropriate technical and organisational measures to secure the NRG PALLAS data and protect it from unauthorised or unlawful processing and unintentional loss, destruction or damage. In addition, the Contractor will keep all NRG PALLAS data separate from the data of other customers.

37.3 The Contractor will ensure that a back-up of all NRG PALLAS data is made and stored in a secure environment.

## 38 Continuity of service provision

38.1 The Contractor will take business-continuity measures to prevent reasonably foreseeable incidents that could pose a threat to service provision and to access to the Services. The Contractor will document these business-continuity measures.

38.2 The Contractor is fully accountable for every incident for which the Contractor has undertaken to take business-continuity measures. In the event of such incidents, the Contractor will not have the right to invoke force majeure.

## 39 Availability

39.1 The Contractor will enable NRG PALLAS to export NRG PALLAS data and the NRG PALLAS Software to and import it from the Services at any time for up to 60 days after the contract expires or is terminated. The agreed service levels apply here.

39.2 Upon first request and upon expiry or termination of the contract, the Contractor will provide all the support that NRG PALLAS requires to convert the NRG PALLAS data and to export and import it in a format agreed by the parties, so that NRG PALLAS is able to read out and process the data in its own systems.

39.3 When NRG PALLAS has successfully imported the NRG PALLAS data and NRG PALLAS Software from the systems that the Contractor uses to provide the Services and has processed the NRG PALLAS data and NRG PALLAS Software in its own systems for one week without failures or defects, the Contractor will destroy all NRG PALLAS data and NRG PALLAS Software that is still in its possession. This obligation also applies to the back-ups.

## 40 Notices

40.1 The Contractor will inform NRG PALLAS immediately, and in any case no later than within 48 hours, about all serious disruptions to the service provision and about every serious incident, including data leaks and security breaches.

40.2 The Contractor will inform NRG PALLAS immediately of any request by government officials or regulatory bodies for the release of NRG PALLAS data.

## F. Additional provisions for Material Objects

If Material Objects are to be supplied, this part applies in addition to Part A. General.

### 41 Definitions

Material Objects: has the meaning given in Article 2, Book 3 of the Dutch Civil Code: tangible objects that can be controlled by humans. To clarify: Software is not regarded as a Thing.

### 42 Delivery of Material Objects

42.1 The Contractor will deliver the Material Objects on a DAP Petten basis (Incoterms 2020).

42.2 After delivery, the Contractor will remove all packaging material at the request of NRG PALLAS.

42.3 If the Contractor has reasons to assume that it cannot provide the Deliverables as agreed, it must inform NRG PALLAS immediately.

### 43 Documentation and instructions

The Contractor will provide the Material Objects together with all the materials, instructions and documentation that NRG PALLAS requires for the proper use of the Material Objects. If Software is built into the Material Objects, the Contractor hereby issues NRG PALLAS with an irrevocable, transferable, worldwide, perpetual right of use for the use of the Software.

### 44 Ownership

Ownership of the Material Objects passes to NRG PALLAS: (a) on the delivery of the Material Objects, or (b) on the date on which NRG PALLAS has paid at least 50% of the price for specific Material Objects. If ownership passes to NRG PALLAS before delivery, the Contractor remains fully responsible for the Material Objects and ensures that the Material Objects are specified as the property of NRG PALLAS. This includes ensuring that the Material Objects are properly packaged, stored, secured and insured.

#### 45 Quality

45.1 The Contractor must be able to maintain and repair the Material Objects for the duration of their normal life, and in any case for a minimum of two years after the delivery of the Material Objects.

45.2 Material Objects are deemed to be defective if a defect arises within the normal life of the Material Objects, with a minimum of five years after the delivery of the Material Objects. This does not apply if the Contractor shows that the defect is due to normal wear and tear or is caused by a fault on the part of NRG PALLAS.