

## Strukton Purchasing Conditions dated April 2024

### PART I – GENERAL PROVISIONS

#### Article 1. General terms

1. Strukton: Strukton Groep NV, or another company of the Strukton group with which the contract is made.

2. Contracting of work: the work to be carried out by the Contractor on the basis of the Agreement for the benefit of Strukton as referred to in Article 7:750 of the Dutch Civil Code.

3. Acceptance: Strukton's approval of (parts of) the Performance.

4. Availability degree: the time that the Software is available to Strukton in a calendar month, expressed as a percentage (percents).

5. Source Code: the set of program instructions in their original programming language, including associated Documentation, intended for execution by a computer, in such a form that a programmer, who has knowledge and experience of the programming method and technology used, can modify the Software.

6. Corrective Maintenance: the detection and repair by the Contractor of Malfunctions that Strukton has reported to it or that have otherwise become known to the Contractor.

7. Services: the work to be performed by the Contractor for Strukton on the basis of the Agreement as referred to in Article 7:400 of the Dutch Civil Code.

8. Documentation: any description of the Performance and its properties, whether or not specifically intended for installation, Implementation, use, management and maintenance thereof. This in the Dutch or English language, unless the Parties have agreed on a different language.

9. Escrow: depositing (a copy of) the Source Code with an independent third party, to be appointed by Strukton, so that Strukton, upon the fulfillment of one or more conditions stipulated in the Agreement, can use it (or have it used) in its own right to repair errors and otherwise maintain and manage the Standard Software.

10. Exit Plan: the set of recorded agreements between Strukton and the Contractor about the process, responsibilities, planning and costs relating to the transfer of the Performance or parts thereof to a successor party or Strukton in the event of interim termination or termination at the end of the term of the Agreement, resulting in as little disruption to the Performance as possible.

11. Function recovery time: the period, expressed in hours, between the moment a Fault is reported to the Contractor and the moment it is resolved.

12. Right of use: the right on the basis of which Strukton is authorised to install and use (if necessary) Standard Software in accordance with the Agreed Use, including all reasonably necessary reproductions and disclosures, temporary or otherwise, that are reasonably necessary for that purpose.

13. Planned Unavailability: the periods during Office Hours during which the Software may not be available with the consent of Strukton.

14. Affiliated Company: every subsidiary of Strukton as referred to in Article 2:24a of the Dutch Civil Code as well as joint ventures in which (a subsidiary or sister company of) Strukton participates.

15. Implementation: the set of actions and measures required to put all parts of the Performance, separately and in conjunction, into use in Strukton's organization, in such a way that all users of Strukton and the third parties

engaged by Strukton can work with it in accordance with the Agreed Use.

16. Incident: an event that results in the Software and/or the agreed service or Performance not functioning in accordance with the agreed Specifications or not being available for use.

17. Purchasing Conditions: these Strukton purchasing conditions. In addition to this part I. General Provisions, the purchasing conditions consist of the following parts:

Part II. Special provisions Products;

Part III. Special provisions for (sub)contracting of work / services;

Part IV. Special provisions ICT.

Depending on the subject of the Agreement, the special provisions of Part II, III or IV apply. If the Agreement also contains features of another special part (for example because the result of the services is a Product), the provisions of that part apply additionally.

18. Installation: the installation and connection of the Product by the Contractor.

19. Office Hours: Monday to Friday between 7:00 AM and 5:00 PM, with the exception of national holidays, unless the Parties have agreed otherwise.

20. Delivery: the Contractor's offering of (parts of) the Performance for Acceptance.

21. Customized Software: Software to be developed or developed specifically for Strukton or adjustments to Standard Software specifically for Strukton.

22. Materials: (auxiliary) items required for installation, Implementation, use and/or maintenance of the Performance, such as cables, smart cards and physical data carriers on which software is supplied.

23. Object Code: translation of the Source Code into directly machine-readable and executable code.

24. Maintenance: work to be carried out by the Contractor aimed at repairing, improving and/or maintaining the function of the Performance.

25. Contractor: the person who enters into the Agreement with Strukton.

26. Agreed Use: the use intended by Strukton of the Performance as it is or should reasonably be known to the Contractor at the time of concluding the Agreement, on the basis of the inquiry and the information referred to in Article 20, to the extent that this use is not expressly excluded or limited in the Agreement.

27. Agreement: the Written (framework) agreement between Strukton and the Contractor to which the Purchasing Conditions have been declared applicable and form part of it, including appendices including - but not limited to - the Written order from Strukton under a framework agreement, including any amendment or addition thereto on that.

28. Party(ies): Contractor and/or Strukton.

29. Patch: intended as a temporary correction of Standard Software.

30. Contractor's Personnel: the staff members or auxiliary persons to be engaged/engaged by the Contractor for the performance of the Agreement who (will) work under his responsibility.

31. Performance: the Product to be delivered by the Contractor, the Service to be performed by it or the Right of Use to be provided by it or a combination thereof, including Materials and Documentation.

32. Preventive Maintenance: the taking of measures by the Contractor to prevent Malfunctions and other related forms of service.

33. Product(s): the movable property(s) to be delivered by the Contractor to Strukton under the Agreement.

34. Software: the set of program rules to be supplied by the Contractor such that can be used, directly or indirectly, by a computer or other device to achieve a specific, further described result. Software can be divided into Standard or Custom Software.

35. Response Time: the time within which (Personnel of) the Contractor must respond adequately to a report by Strukton of a Disruption and other requests from Strukton for services.

36. Retransition Plan: the plan as referred to in Article 17 that describes the transfer of the Performance and services by the Contractor to Strukton or a successor Contractor.

37. In writing: by letter, e-mail or other electronic means of communication (such as via a web portal) provided that it is readable and understandable for humans.

38. Service Level Agreement ("SLA"): Written agreements regarding the quality and service level of the Performance to be delivered.

39. Service levels: requirements included in the Agreement with regard to Maintenance and other agreed forms of service such as Response and Function Restoration Times.

40. Specifications: the technical and functional specifications of what is delivered under the Agreement and, insofar as not explicitly excluded, the technical and functional specifications as may be expected of what is delivered under the Agreement.

41. Standard Software: Software developed for general use that is not made available exclusively to Strukton.

42. Malfunction: a technical problem that occurs when using the Performance.

43. Update: improved version: a subsequent version of the Standard Software in which defects have been repaired and/or its operation and/or functionality has been otherwise improved.

44. Upgrade: new version: a subsequent version of the Standard Software with predominantly new or changed functionalities, whether or not released under a different name.

45. Confidential Information: all oral and Written information, including personal data, in whatever form, that is exchanged between Parties and that is not already publicly available. This information in any case includes, but is not limited to: financial, commercial and strategic information, including related forecasts, the underlying techniques used, the legal documentation used and other information in this context of which it would reasonably be clear to the Parties that it is intended to be treated confidentially. The Parties regard this information as a trade secret.

46. Working days: Monday to Friday, not being generally recognized public holidays in the Netherlands or the equivalent of a generally recognized public holiday in accordance with Article 3, paragraph 3, of the General Extension of Time-Limits Act. If times are stated under Working Days, this applies within time zone UTC+1 ("Dutch time").

47. Activities: Contracting work and/or Services.

#### Article 2. Applicability and validity

1. These Purchasing Conditions apply to all Agreements that Strukton enters into and form part of every (legal) act related to the preparation, conclusion or execution of the Agreement.

2. If there is a contradiction between a general provision (Part I) and a special provision (Part II and/or III and/or IV), the special provision takes precedence over the general provision.

3. In the event of any conflict between the Dutch text of these Purchasing Conditions and

translations thereof, the Dutch text will always prevail.

4. The applicability of the Contractor's (general) terms and conditions is expressly rejected by Strukton.

5. Changes, additions to or deviations from any provision of these Purchasing Conditions made in consultation between Strukton and the Contractor in the context of an Agreement are only valid and binding if consensus has been reached and these have been recorded in Writing and signed by Strukton and furthermore only relate on the relevant Agreement.

6. If one or more provisions of the Purchasing Conditions and/or the Agreement prove to be void or are annulled by the court, the other provisions of the Purchasing Conditions and/or the Agreement will retain their legal force. The Parties will discuss the void or annulled provision(s) in order to make a replacement arrangement. This replacement arrangement does not affect the scope of the Purchasing Conditions and/or the Agreement.

7. Strukton is entitled to inform the Contractor within a reasonable period of time about a change in the Purchasing Conditions and the moment of entry into force of this change. The Contractor now accepts this change for the time being.

### **Article 3. Establishment**

1. The following applies between the Parties:
  - a. Every offer from the Contractor is binding and irrevocable, which the Contractor accepts by making an offer.
  - b. If Strukton accepts the Contractor's offer, the Agreement will be concluded at the time of signing the Agreement by Strukton.
2. With regard to Agreements, the Contractor acknowledges and accepts that Strukton may at any time demand that the Agreement be performed in whole or in part for the benefit of an Affiliated Company. This can be achieved by (i) accession of the relevant Affiliated Company to the Agreement, (ii) contract takeover by the Affiliated Company for which the Contractor has already provided its cooperation in advance or (iii) Strukton completing the Agreement for the benefit of the Affiliated Company, all this at the discretion of Strukton.

### **Article 4. Method of notification**

Notifications from Parties pursuant to/under the Agreement will be made in Writing. Oral communications, promises or agreements have no legal force unless they have been confirmed in Writing.

### **Article 5. Confidentiality**

1. The Contractor will not provide information about the Agreement to third parties prior to, during the execution of the Agreement, or after termination of the Agreement without the prior Written permission of Strukton.
2. The Contractor, its personnel and/or third parties engaged by it are obliged to maintain strict confidentiality with regard to all information relating to Strukton that it may obtain in connection with the Agreement or its implementation.
3. The Contractor will oblige personnel and/or third parties involved in the execution of the Agreement to the same confidentiality in writing.

### **Article 6. Price**

1. The agreed price is in Euro and is exclusive of VAT, unless otherwise agreed in Writing, but includes costs of transport, taxes, import duties, other levies, insurance, expenses, any risk

surcharges, packaging costs, removal costs and any installation and assembly costs.

2. The agreed price is fixed for the duration of the Agreement, unless the Agreement states the specific and concrete circumstances that may lead to a price adjustment as well as the precise manner in which the price adjustment takes place in those cases.

### **Article 7. Changes, additional and reduced work**

1. The Contractor will not make any changes, additions or additional work to (the method of execution of) the Performance without Written permission or Written request from Strukton.
2. If, due to additional wishes or changed insights of Strukton or due to changes in the legal regulations relevant to the Performance to be performed, the Performance to be performed is demonstrably made more difficult or expanded, this constitutes as additional work or change that could qualify for compensation in accordance with paragraph 3 of this article. Additional work/changes do not include additional work or changed insights that the Contractor should have foreseen when concluding the Agreement, unless the Contractor has warned before or at the time of concluding the Agreement. If the Contractor believes that there is additional work/change, he will notify Strukton in Writing as soon as possible. Strukton always has the right to refuse (a request for Acceptance of) additional work/change because according to Strukton there is no additional work/change or for any other reason.
3. The Contractor will submit a Written Quotation regarding the scope of the expected additional work/change and the associated duration and costs in order to obtain an order to execute additional work/changes. With regard to additional work/change to be carried out by the Contractor, the provisions of the Agreement, including the rates and any discounts, apply insofar as these are not changed by the further Written order. When submitting a quotation, the Contractor cannot impose further or stricter financial conditions than those previously agreed to by Strukton. An order for additional work/change will be carried out under the provisions of the Agreement.
4. If the Performance to be performed is demonstrably lightened or reduced due to additional wishes or changed views of Strukton or due to changes in the legal regulations that are important for compliance with the Agreement, this constitutes less work, which is eligible for settlement. If a Party believes that there is a reduction in work, it will notify the other Party of this in Writing as soon as possible. If a fixed price has been agreed, the Parties will determine in mutual consultation the amount of the reduction in work, which will be offset against the price to be paid.
5. All agreed changes and additions to the Performance will be implemented and carried out by the Contractor in accordance with the conditions of the Agreement, including these Purchasing Conditions.

### **Article 8. Payment and inspection**

1. The Contractor will not invoice amounts owed by Strukton under the Agreement until Strukton has assessed and accepted the delivered as described in these Purchasing Conditions, unless otherwise agreed.
2. Strukton will pay the amount due to the Contractor under the Agreement within 60 days, with the exception of SME companies as referred to in Article 6:119a paragraph 6 of the Dutch Civil Code, in which case a period of 30

days applies after receipt and approval of the relevant invoice by Strukton.

3. Strukton may suspend payment of an invoice or part thereof on which there is no agreement between the Parties.

4. The Contractor must in any case state the following information clearly and concisely on the dated and numbered invoice:

- a. name and address of Strukton;
  - b. the order number, work number, code number and purchase number;
  - c. the VAT identification number;
  - d. the statutory name of the Contractor;
  - e. the name of the work and the place of performance to which the invoice relates;
  - f. the period and the services performed to which the invoice relates;
  - g. total contract price or purchase price, amounts already submitted and installment number;
  - h. a statement as to whether or not the reverse charge mechanism with regard to turnover tax applies and, if not, the amount of turnover tax;
  - i. bank account numbers;
  - j. g-account number;
  - k. ticketnumbers of the confirmation of the receipt;
  - l. the amount already invoiced including the amount of the current invoice;
  - m. the amount still to be invoiced;
  - n. if there is subcontracting and/or hiring of workers within the meaning of the Sequential Liability Act, the size of the wage cost component (gross wage) included in the invoiced amount based on previously agreed agreements with regard to wage bill and payment obligations. Strukton has no payment obligation as long as the invoice does not meet the stated requirements.
5. As long as Strukton has not accepted the results of the delivered, Strukton has no payment obligation with regard to the invoice submitted for the delivered.
  6. Exceeding a payment term by Strukton or non-payment of an invoice on the basis of (i) suspected substantive inaccuracy or (ii) in the event of incorrectness of the invoiced, does not lead to default on the part of Strukton and does not give the Contractor the right to abandon, suspend or terminate its work.
  7. Payment of an invoice by Strukton does not imply acknowledgment that the delivered complies with the Agreement.
  8. Purchase orders, purchase order confirmations and invoices are exchanged electronically between the Contractor and Strukton.
  9. In the context of intra-Community acquisitions of goods, Strukton will, upon request, provide the Contractor with documentation proving the intra-Community supply to confirm the correct VAT rate. This means that the Contractor will not charge local VAT for intra-community deliveries of goods. The inaccuracy of the VAT coding is the responsibility of the Contractor.

### **Article 9. Inspection and audit**

1. During the term of the Agreement, Strukton and/or persons or bodies designated by Strukton are entitled to carry out a (re)inspection, control, check, testing and/or audit to check whether the Contractor is fulfilling its obligations under the Agreement.
2. The Contractor undertakes to cooperate in this and to provide the necessary Documentation and information.
3. The (re)inspection, control, check, testing and/or audit will be carried out at a time to be determined in consultation within 30 calendar

days after Strukton has announced that it wishes to carry out this. The Contractor is entitled to be present.

4. If the (re)inspection, control, check, testing and/or audit shows that the Contractor has not fulfilled its obligations referred to in paragraph 1 of this article, the Contractor will ensure that these obligations are met. To this end, the Contractor will inform Strukton immediately after the outcome of the audit is known what measures will be taken and when they will be implemented. The Contractor will then demonstrate to Strukton that it once again meets the aforementioned obligations.

5. The costs associated with the implementation of this article will be borne by Strukton, but Strukton is entitled to recover the costs for the implementation of this article from the Contractor if irregularities come to light.

6. (Re)inspection, control, check, testing and/or audit by or on behalf of Strukton or the failure to do so, does not release the Contractor from any obligation or liability.

#### **Article 10. Delivery**

1. Unless otherwise agreed in Writing, Delivery of the Performance by the Contractor will take place on the agreed delivery date and place(s), or within the agreed delivery period(s). Delivery must furthermore be coordinated in advance with Strukton.

2. The agreed delivery date and place, or dates, or period(s) are considered fixed and final. If the Performance is not delivered to the agreed location within the agreed period or on the agreed date(s), the Contractor will be in default without notice of default. As soon as the Contractor knows or expects that the Performance cannot be delivered on time, it will notify Strukton in Writing, stating the causes and associated expected delay.

3. The Contractor will provide Strukton with timely and adequate notice of the precise time of (partial) Delivery. Delivery earlier than the agreed delivery date, dates or terms or Delivery in parts (so-called partial deliveries) will only take place after prior Written permission from Strukton. Written permission does not lead to a change in the agreed time of payment.

4. Strukton is entitled to postpone Delivery once without additional costs. Postponement of Delivery leads to an extension of the agreed delivery period. Extension of the delivery period will be confirmed in Writing by the Parties. The Contractor is then obliged, without additional costs, to keep the Product ready for Delivery to Strukton.

5. Delivery is only considered completed if the agreed Performance has been delivered in full and in accordance with the Agreement and any purchase order, at the location designated by Strukton and at the time agreed with Strukton.

#### **Article 11. Assessment and Acceptance**

1. Strukton assesses the Performance, whether or not by engaging/with the help of third parties, on the basis of the imposed Specifications or applicable standards as laid down in the Agreement within a reasonable period after Delivery. If Strukton assesses the Performance as sufficient, Strukton will accept this by means of a Written notification to the Contractor.

2. If Strukton deems this necessary, it may extend the acceptance period in Writing after notifying the Contractor.

3. If the assessment by Strukton reveals defects in the Performance, the Performance will be deemed not to have been accepted and the Contractor will repair these defects free of

charge and as quickly as possible, after which the Performance will be subjected to a second assessment. If defects have been revealed, the remaining part of the Performance that is not affected by the defects will also not be accepted.

4. The procedure of assessment by Strukton as described in this article will be repeated until the Performance has been accepted, on the understanding that if the second assessment still reveals defects, Strukton has the right - notwithstanding its right to claim damages - to, at its sole discretion: (i) require the Contractor to continue its repair activities free of charge; (ii) to take measures itself at the expense of the Contractor or to obtain the necessary services and/or goods from a third party to repair the defects; (iii) to terminate the Agreement (in whole or in part) and any related agreements, whereby Strukton will not owe any compensation to the Contractor; or (iv) only accept part of the Performance, which partial Acceptance will result in a proportionately lower compensation to be determined by Strukton under the Agreement.

#### **Article 12. Implementation**

1. If it has been agreed that the Contractor will implement the Performance and no Implementation Plan has been drawn up at the time of signing the Agreement, this will be drawn up in mutual consultation between the Parties within a reasonable period at the first request of either Party.

2. The costs for drawing up the Implementation Plan have been discounted by the Contractor in the price to be paid by Strukton for the Performance.

#### **Article 13. Warranty**

1. Regardless of whether Strukton has exercised its authority to inspect, the warranty period within which the Contractor is obliged to repair shortcomings is 12 months from the date of Delivery, unless the Parties have agreed on a different warranty period. The provisions of this article do not affect other rights of Strukton during and after the warranty period. If the delivered has been repaired or re-delivered under the warranty, the full warranty period will commence again at the time that repair has taken place or delivery has taken place again.

2. During the warranty period, the Contractor guarantees the proper functioning of the Performance. If Strukton has complained about defects within this period, the Contractor is obliged to immediately repair the defects or re-deliver free of charge or to reasonably credit Strukton in whole or in part for the invoice value of the relevant Performance, all at the discretion of Strukton, regardless of the cause of the shortcoming and without prejudice to Strukton's other rights.

3. In addition to paragraph 2 of this article, the Contractor guarantees that he will repair defects that Strukton discovered during the Acceptance, but which did not constitute a reason for Strukton not to proceed with the Acceptance, with due speed after the Acceptance at Contractor's expense.

#### **Article 14. Termination (Nederlands: beëindiging)**

1. The Agreement can only be terminated by Strukton if it is legally represented.

2. Provisions agreed between the Parties, which by their nature are intended to continue after termination (on whatever grounds) of the Agreement, including this article, remain

applicable thereafter. These provisions include, among others:

- a. confidentiality;
- b. liability;
- c. insurance;
- d. intellectual and industrial property;
- e. disputes and applicable law.

3. If the Agreement ends (prematurely) for any reason, the Contractor will, at Strukton's first request, do what is reasonably necessary to ensure that a new contractor or Strukton itself can take over the execution of the Agreement and/or a similar Performance without hindrance. The Contractor will also immediately return to Strukton all documents, books, records and other goods provided to it by Strukton in the context of the Agreement.

4. Within 30 Working Days after termination of the Agreement, the Contractor will return to (a) Strukton or (b) delete all data recorded in any form whatsoever that the Contractor or an Employee of the Contractor has obtained during the performance of the Agreement, at Strukton's discretion, without retaining a copy. If Strukton does not make a choice within 30 Working Days after termination of the Agreement, Strukton will be deemed to choose option (a).

5. The foregoing does not apply to data that the Contractor must keep on the basis of any legal requirement. Strukton has the right to check whether the obligation to return and delete data has been complied with by the Contractor and the Contractor will provide all reasonably necessary cooperation to this end.

6. Even if there is no termination of the Agreement, the information referred to in paragraph 4 of this article must be made available to Strukton if Strukton so requests, within 10 days or as soon as Strukton wishes.

7. The services referred to in this article will be provided free of charge if there is an attributable shortcoming by the Contractor.

#### **Article 15. Termination (Nederlands: ontbinding)**

1. The legal regime of Article 6:265 of the Dutch Civil Code applies insofar as it is not expressly deviated from or additions to this regime are included in these Purchasing Conditions.

2. In addition to the legal rights under Articles 6:265 and 6:52 of the Dutch Civil Code, Strukton is entitled to suspend its obligations under the Agreement or to dissolve the Agreement in writing in whole or in part with immediate effect, without prior notice of default or judicial intervention or obligation to pay compensation for any damage and without prejudice to Strukton's other rights, including the right to compensation, if:

- a. any compensation, reward, gift or any other benefit, in whatever form, has been promised, offered or provided by or on behalf of the Contractor or Contractor's Personnel to staff falling under Strukton, if this does not fit within Strukton's gift policy;
- b. the Contractor is declared bankrupt, is in a suspension of payments, ceases and/or dissolves and/or liquidates its business and/or there is a takeover of the Contractor by a third party and/or there is a merger with a third party;
- c. a substantial part of the assets of the Contractor is subject to conservatorship or executory attachment, as a result of which there are reasonable grounds to suspect that the Contractor will therefore no longer be able to properly fulfill its obligations arising from the Agreement;

d. third parties have a claim against the Contractor or Strukton in respect of violation of intellectual property rights insofar as relevant to the execution of the Agreement;

3. If Strukton has concluded two or more related Agreements with the Contractor, Strukton may also terminate the other Agreement(s). Coherence as referred to above must be evident from the (associated) Agreements.

4. If the Agreement is dissolved in whole or in part on one of the grounds mentioned in paragraph 2 of this article, any claim of Strukton against the Contractor is immediately due and payable.

5. If the Agreement is dissolved in whole or in part on the basis of this article, mutual reversal will take place on the basis of Article 6:271 of the Dutch Civil Code, without prejudice to Strukton's right to compensation, unless Strukton wishes to keep the delivered goods. In that case, Strukton is only obliged to compensate the Contractor for the pro rata price for what has already been delivered, without prejudice to Strukton's right to compensation.

#### **Article 16. Termination (Nederlands: opzegging)**

Strukton has the right to terminate the Agreement in Writing at any time, subject to a notice period of 4 weeks, unless the Parties have expressly agreed on a different term. A pro rata settlement will then take place between Strukton and the Contractor to compensate the Contractor for what the Contractor has already delivered or completed with respect to the execution of the Agreement, the costs already reasonably incurred and the future obligations already reasonably assumed for the execution of the Agreement. Any claim by the Contractor for further additional or alternative compensation is excluded.

#### **Article 17. Retransition plan**

1. If the Agreement or the Performance is terminated (Nederlands: beëindigd) in whole or in part for any reason, the Parties will, if Strukton so requests, draw up or implement a Retransition Plan with the aim of ensuring the following:

a. The Parties will jointly and in good mutual consultation ensure the settlement of the Agreement or the Performance as quickly as reasonably possible.

b. The Contractor will ensure and guarantee that the services will be continued undisturbed in accordance with the conditions of the Agreement, insofar as the services and/or Performance have not yet been transferred to a new Contractor or Strukton, so that the continuity of the Performance(s) and whether services for Strukton will continue to be guaranteed.

c. The Contractor will provide Strukton with detailed information regarding the systems, procedures and activities required for the execution of the Performance, which Strukton or the successor Contractor will need for the execution of the Performance.

d. Upon termination (Nederlands: beëindiging) of the Agreement, the Contractor will transfer the services to Strukton or a new Contractor in accordance with the Retransition Plan.

2. If no compensation is specified in the Agreement for the implementation of the Retransition Plan, Strukton will, to the extent reasonable, reimburse all costs incurred by the Contractor for the implementation of the Retransition Plan in accordance with the agreed rates.

3. Unterminated parts of the Agreement or the Performance will be delivered by the Contractor in full and for an unchanged fee.

4. Any violation of the provisions of this article of the Agreement by the Contractor constitutes an attributable breach of contract.

#### **Article 18. Penalty**

What is owed to Strukton pursuant to a penalty clause does not replace compensation.

#### **Article 19. Forfeiture of rights**

Failure by one of the Parties to demand compliance with any provision of the Agreement within a period stated in the Agreement does not affect the right of that Party to subsequently demand compliance with that provision and/or obligation, unless the Party in question has expressly agreed in Writing to the non-compliance with this provision and/or obligation by the other Party.

#### **Article 20. Research and information obligation**

1. To determine the use intended by Strukton for the Performance, the Contractor has sufficiently informed itself of:

- a. the objectives in connection with which Strukton enters into the Agreement;
- b. the organization of Strukton, insofar as relevant to the Agreement.

2. In carrying out the research and information obligation of paragraph 1 of this article, the Contractor has also formed an opinion about the feasibility of the Performance within the frameworks specified by Strukton.

3. Strukton has provided the Contractor with sufficient information in view of the provisions of paragraph 1 of this article. Strukton will provide the Contractor with additional information upon request insofar as it is not of a confidential nature and should reasonably be considered relevant for the execution of the Agreement. If there is any uncertainty, the Contractor will make timely inquiries with Strukton.

4. When entering into and executing the Agreement (during the entire term of the Agreement), the Contractor is obliged to warn Strukton of inaccuracies in the request or order insofar as he knew or reasonably should have known about them.

5. The Parties will keep each other informed of developments and changes that are (or may be) important for the implementation of the Agreement.

#### **Article 21. Insurance**

1. The Contractor, at its own expense and risk, takes out insurance policies that provide cover for its liability and possible costs and damage. This concerns:

- a. Company liability with a minimum cover of EUR 5,000,000 per event and conditions that at least comply with the Dutch Exchange Insurance Policy for Liability (NBA 2014) including cover for employers' liability and environmental damage.
- b. Legally required insurance such as but not limited to Motor Vehicle Liability Insurance Act and medical expenses.
- c. Passenger Damage Insurance (SVI). The policy does not include any limitation for damages.

2. The Contractor's insurance policies have primary coverage. If damage can be recovered under both the Contractor's policy and Strukton's insurance, the Contractor's insurance always takes precedence. The Contractor must indemnify Strukton against all claims for

damages from third parties arising from or related to the Agreement.

3. Insurers must be sufficiently solvent. Their rating according to Standard & Poor's (or equivalent) is at least A-.

4. Changes to the Contractor's insurance policies, including a reduction in the rating as referred to above, changes in the conditions resulting in a deterioration of the coverage as well as termination, must be reported immediately and in writing by the insurance broker or insurers to Strukton. The lack of coverage under the insurance policies to be taken out by the Contractor does not change the Contractor's liability under the law or the Agreement. The same applies to the deductibles applicable to the insurance policies. The Contractor indemnifies Strukton against the consequences of non-compliance with the Contractor's obligations under this article and under the insurance policies it has taken out.

5. Within 14 days after signing the Agreement, the Contractor will send Strukton a statement from its insurance broker or insurer showing that its insurance policies comply with the provisions of this insurance article and that the premium has been paid. If the statement is not made available or is made available too late, Strukton's payment obligation to the Contractor will be suspended.

#### **Article 22. Publicity**

1. The Contractor will only use Strukton's name or logo as a (media) expression after prior Written permission. Strukton may attach conditions to this permission.

2. Without prejudice to the provisions of Article 5, neither Party will mention the Agreement in publications, advertisements or in any other way without the prior Written permission of the other Party.

#### **Article 23. Completeness of the Agreement**

The Agreement and the associated appendices replace documents, statements and conduct between the Parties from an earlier date with regard to the Performance for which the Agreement was concluded.

#### **Article 24. Auxiliary materials, tools and supplies to Strukton**

1. In the context of the execution of the Agreement, the Contractor itself will provide the necessary auxiliary materials, tools, work clothing and safety equipment and will bear the costs thereof. The Contractor guarantees that the tools and equipment comply with the applicable laws and regulations and have a valid approval by a competent authority.

2. If aids or oxygen, gas, electricity, light or water are made available by or on behalf of Strukton, their use is at the risk of the Contractor and Strukton is entitled to charge the costs thereof to the Contractor. The Contractor is obliged to check any tool made available by Strukton for soundness and suitability for the work in question.

#### **Article 25. Planning**

The Contractor is obliged to comply with Strukton's working hours and schedules - and any changes thereto - and must organize its work in such a way that there is no or minimal disruption to the work of Strukton or third parties.

#### **Article 26. Reporting**

The Contractor reports on the progress of the Performance to Strukton as often and in the

manner specified in the Agreement or as Strukton deems necessary.

#### **Article 27. Documentation**

1. Documentation has been drafted in such a way that it can be properly used, managed and maintained by Strukton and third parties for the Performance.

2. Notwithstanding Article 5, Strukton is entitled, without owing any further compensation, to publish and reproduce the Documentation. The Contractor guarantees that there are no claims from third parties based on copyright vested in them with regard to the Documentation.

#### **Article 28. Intellectual property**

1. All intellectual property rights that can or will be exercised with regard to the Performance wherever and whenever are vested in:

a. Strukton insofar as it concerns a Performance that is, is being or has been designed or manufactured specifically for Strukton and/or is, is being or has been realized under the management or supervision of Strukton or on the basis of its instructions or designs. To the extent necessary, these rights will be transferred by the Contractor to Strukton under the Agreement, which transfer will now be accepted by Strukton for the time being;

b. Contractor or a third party in all other cases. In that case, the Contractor grants Strukton a perpetual, unlimited and non-cancellable right of use and the Contractor guarantees that it is entitled to grant the aforementioned right of use.

2. By signing the Agreement, the rights referred to in paragraph 1(a) of this article are transferred to Strukton. To the extent that a further deed is required at any time for the transfer of those rights, the Contractor hereby irrevocably authorizes Strukton to draw up such a deed in that case and to sign it on behalf of the Contractor, without prejudice to the Contractor's obligation to of Strukton to cooperate in the transfer of these rights without being able to impose conditions. To the extent necessary, the Contractor also irrevocably authorizes Strukton to register or transfer the transfer of these intellectual property rights in the relevant registers.

3. In the event of a difference of opinion between the Parties regarding intellectual property rights to (parts of) a Performance, it is assumed, unless there is proof to the contrary, that those rights rest with Strukton. Regardless of the outcome of that dispute, Strukton may continue use in accordance with the Agreement.

4. The Contractor hereby waives, to the extent necessary, also on behalf of its Personnel, any so-called personality rights accruing to it as referred to in the Copyright Act, to the extent that those regulations permit such a waiver. The Contractor guarantees that it is authorized to make this waiver also on behalf of its Personnel.

5. The Contractor indemnifies Strukton against claims from third parties regarding an (alleged) infringement of intellectual property rights of those third parties, including personality rights as referred to in Article 25, first paragraph of the Copyright Act, comparable claims relating to knowledge, unauthorized competition and the like included. At Strukton's first request, the Contractor will defend any proceedings that may be initiated against Strukton in connection with the Performance due to infringement of the intellectual property rights of a third party. Strukton will immediately inform the Contractor

of such action and provide the Contractor with the necessary powers of attorney and assistance. The Contractor also indemnifies Strukton against all damage and costs to which it may be ordered in such a procedure, as well as against the costs of the procedure itself, including, but not limited to, the costs associated with obtaining legal advice in connection therewith.

6. In the event of an alleged infringement of the intellectual property right of a third party, the Contractor will, at its expense, take all measures that can contribute to preventing stagnation of Strukton's business operations and limiting the costs and/or damage to be suffered by Strukton as a result.

7. Without prejudice to the provisions of paragraphs 5 and 6 of this article, if Strukton is brought to court by third parties in connection with the violation of intellectual property rights, Strukton may terminate (Nederlands: ontbinden) the Agreement out of court in whole or in part, without prejudice to its other rights against the Contractor, including but not limited to any right to compensation.

8. Strukton is and will at all times remain responsible for the personal data and all other data entered by Strukton when using the Performance or supplied for the use of the Performance. Control over the use of personal information and data remains with Strukton at all times.

#### **Article 29. Transfer of rights and obligations**

1. The Parties cannot transfer the rights and obligations under the Agreement, including claims, in whole or in part to a third party. This provision has effect under property law within the meaning of Article 3:83 paragraph 2 of the Dutch Civil Code.

2. Notwithstanding paragraph 1 of this article, Strukton is entitled to transfer the rights and obligations under the Agreement to an Affiliated Company.

#### **Article 30. Reverse charge of turnover tax**

If Article 24b of the 1968 Sales Tax Implementation Decree applies, the Contractor will not charge sales tax and will state "sales tax has been reverse-charged" on the invoice. If a difference of opinion arises between Strukton and the Contractor regarding the application of the aforementioned Article 24b, a decision will be requested from the inspector responsible for Strukton. Until a definitive decision has been obtained, the Parties will act as if the aforementioned Article 24b were applicable.

#### **Article 31. Data Protection**

1. The Contractor guarantees that it will at all times comply with all applicable regulations in the field of personal data protection, including, but not limited to, the General Data Protection Regulation and the relevant implementing legislation.

2. To the extent that the Contractor processes personal data (as referred to in the GDPR) as a processor in the context of (the implementation of) the Agreement, the Contractor will agree to a processing agreement with Strukton before such processing commences. This processing agreement must meet the requirements set by the GDPR.

#### **Article 32. Subcontracting, hiring and cooperation with third parties**

1. When executing the Agreement, the Contractor may only use the services of third parties with the prior Written permission of Strukton. This permission, to which Strukton

may attach further conditions, will not be refused without reasonable grounds.

2. At the request of Strukton, the Contractor is obliged to cooperate with third parties engaged by Strukton.

3. In the event that the Contractor deploys a third party, the Contractor will impose the same conditions on that third party as the conditions that apply in the relationship between Strukton and the Contractor.

#### **Article 33. Defects in connection with other software and/or equipment**

1. At the request of Strukton, the Contractor will participate in consultations with other contractors and/or suppliers of Strukton designated by Strukton if it appears at any time that the Performance does not function properly in conjunction with other software and/or Products in use or to be used by Strukton.

2. The consultation, as referred to in paragraph 1 of this article, is aimed at determining the cause of the insufficiently coherent functioning and, if possible, finding a solution. This does not affect the Contractor's obligations in accordance with the conditions of the Agreement.

#### **Article 34. Disputes, language and applicable law**

1. Any dispute between the Parties arising from or related to the Agreement and any agreements arising from it will in the first instance be submitted exclusively to the competent judge of the Central Netherlands District Court.

2. This English text is intended for your convenience only. In the event of a dispute or an interpretation of the conditions, the Dutch text will be decisive.

3. Notwithstanding the provisions of paragraph 1 of this article, Strukton is always entitled to have a dispute settled by the body as determined in the agreement between Strukton and its client.

4. Dutch law applies to the Agreement and to all agreements arising from or related to it. The applicability of the provisions of the United Nations Convention on contracts for the sale of goods ' (the 'Vienna Sales Convention') is excluded.

## **PART II – SPECIAL PROVISIONS FOR PRODUCTS**

#### **Article 35. Delivery & Installation**

1. Delivery of goods takes place DDP in accordance with the most recently published version of the Incoterms.

2. In the event of a conflict between the applicable Incoterms and these Purchasing Conditions, these Purchasing Conditions shall prevail. If a specific method of transport has been agreed, the Contractor must strictly adhere to it.

3. When delivering Products, the Contractor will, if possible, not use packaging materials or, if the preservation of the product requires this, a sustainable method of packaging whereby the Contractor will ensure environmentally friendly disposal.

4. If the nature and/or extent of the Performance gives reason to do so, the Contractor may inspect the location of Installation of the Product prior to Delivery.

5. If the Contractor finds the location of Delivery and/or Installation unsuitable, it will inform Strukton of this as soon as possible. Strukton and the Contractor will then determine a suitable location for Delivery and/or Installation in mutual consultation, or the Contractor will take

measures, at Strukton's discretion, to make the location of Delivery suitable.

#### **Article 36. Transfer of risk and ownership**

Strukton acquires ownership of the Products at the time of Delivery as referred to in Article 10. If Strukton makes any payment before Delivery, ownership of the Products attributable to that payment and/or parts or Materials already present at the Contractor is vested for the Products at the time of payment to Strukton, provided that the Products remain at the Contractor's risk until the time of actual delivery. The Contractor is then obliged to identify, separate and keep these Products identifiable/separate for Strukton. The Contractor will then serve as Strukton's holder for these Products.

#### **Article 37. Warranty**

In addition to Article 13 of these Purchase Conditions, the Contractor guarantees that all delivered Products are of sound design, construction, execution, material, composition and quality, in accordance with all requirements and conditions set in the Agreement, drawings, other data and Strukton's standards, specifications, suitable for the Agreed Use, safe and compliant with any government and environmental regulations, and that all delivered Products are free from design, construction, material or manufacturing defects. The Contractor further guarantees that the delivered Products are free from any special burden or limitation that Strukton has not expressly accepted in Writing. The Contractor indemnifies Strukton against any claim in this regard.

#### **Article 38. Special information obligation**

During the term of the Agreement, the Contractor will inform Strukton on its own initiative about options for improving the operation of the Product.

#### **Article 39. Modification Products**

1. If the manufacturer of a Product prescribes a modification thereof, the Contractor will ensure that that modification is carried out as soon as possible free of charge either by itself or by the manufacturer of the Product.
2. The Contractor will carry out modifications to Products that are not prescribed by the manufacturer or the Contractor in consultation with and not before Strukton's Written approval of the associated quotation.

#### **Article 40. Replacement parts**

1. If the replacement of parts by the Contractor leads or could lead to changes in the functioning of the Product, such replacement will only take place with the Written consent of Strukton.
2. Parts are only replaced by functionally and technically at least equivalent parts.

#### **Article 41. Successor**

The Contractor is not permitted to supply a functional or logical successor unless the Contractor demonstrates that the Products meet the stated (i) requirements and (ii) conditions in the Agreement, and that Strukton may test the Products free of charge and the Contractor provides Strukton with the required training free of charge, all at the discretion of Strukton.

### **PART III – SPECIAL PROVISIONS ON (SUB)CONTRACTING OF WORK / SERVICES**

#### **Article 42. Back-to-back**

If the Agreement relates to Work that the Contractor performs in the context of an agreement

that Strukton has with its client, the rights and obligations arising from the agreement between Strukton and its client apply mutatis mutandis between Strukton and the Contractor, unless stated otherwise in the Agreement. The Contractor will perform the Work in accordance with the requirements and under the conditions set out in the agreement between Strukton and its client and will indemnify Strukton - irrespective of whether there is a back-to-back agreement - against all claims and all damage - including penalties - as a result of failures attributable to the Contractor, this in proportion to the Contractor's order value and the value of the agreement concluded by Strukton and its client.

#### **Article 43. Instructions from the client**

Strukton is entitled to request its client or its authorized representative (such as Management (§ 3 UAV 2012)) in writing to give its instructions and instructions directly to the Contractor. In such a case, the Contractor is obliged to follow the orders and instructions given by Strukton's client, provided that the Contractor has been shared a copy of Strukton's request. Instructions from Strukton's client to Strukton also bind the Contractor.

#### **Article 44. Commencement, planning and delivery**

1. The Contractor will start carrying out the Work pursuant to the Agreement and the schedule included therein.
2. The performance of the Work and the provision of Services by the Contractor must be fully aligned with Strukton's planning, in such a way that other activities in the project do not stagnate.
3. Strukton may reasonably change and further determine the order and/or time of the Work to be carried out. In the event of acceleration or delay, the Contractor will adapt to the changed planning/progress.
4. The Contractor will deliver its Work in accordance with the time stated in the Agreement. Strukton considers the Work completed if the Work has been included and approved in accordance with Article 11.

#### **Article 45. Maintenance period**

The maintenance period of the Contractor is at least equal to the maintenance period of Strukton towards its client, whereby the maintenance period of the Contractor will never expire before the corresponding maintenance periods of Strukton. The relevant maintenance periods will be announced as much as possible before entering into the Agreement.

#### **Article 46. Unforeseen / cost-increasing circumstances**

The Contractor is only entitled to reimbursement of additional costs in accordance with § 47 UAV 2012, § 44 UAV-GC 2005 and Articles 6:258 and 7:753 of the Dutch Civil Code if and insofar as these claims are honored by Strukton's client and not before Strukton has received the reimbursement from its client.

#### **Article 47. Sequential Liability/Recipient's Liability**

The Contractor is subject to the following obligations.

1. The Contractor will provide Strukton with a statement of payment behavior regarding sequential liability or recipient's liability at least once per quarter. If this statement of payment behavior concerns a statement of reservations from the Tax Authorities, Strukton reserves the

right to take appropriate measures if this is deemed necessary on the basis of the relevant facts and circumstances to manage Strukton's liability risks.

2. At the start of the assignment, the Contractor will provide Strukton with a current extract from the Trade Register of the Chamber of Commerce, which is not older than three months. The Contractor will also ensure that Strukton receives copies of the most recent extracts from the Trade Register in the event of any changes.

3. The Contractor has a valid registration for VAT and Wage Tax and must notify Strukton stating the Wage Tax and VAT number.

4. The Contractor ensures that:

- a. the employee data are fully included in the payroll administration;
- b. that the identity of the employees has been properly established; and
- c. that there are documents showing that the employee is allowed to work in the Netherlands.

5. The Contractor will in any case determine the identity of the employees deployed on the basis of the following information:

- a. Name, address and place of residence details;
- b. The date of birth;
- c. The Citizen Service Number;
- d. A specification of the hours worked;
- e. The nationality;
- f. The type of ID, number and validity period;
- g. If applicable, the presence of an A1 declaration, residence permit, work permit or notification.

6. The Contractor checks the original ID of the deployed employees for validity and authenticity. A driver's license cannot be used as a valid proof of identity.

7. When the work is carried out by third parties or by hiring personnel, the Contractor is obliged to comply promptly and correctly with all administrative regulations under Article 34, paragraph 6 of the Collections Act and Article 35, paragraph 5 of the Collections Act, respectively.

8. The Contractor submits statements to Strukton on a weekly basis containing the names of all employees employed by or on behalf of the Contractor at work from week to week with their working hours, all in accordance with model forms established by Strukton.
9. At the request of Strukton, within 24 hours the Contractor will provide the pay statements, minimum (collective) wages and/or man-hours accounts of employees employed by or on behalf of the Contractor.

10. At the request of Strukton, within 24 hours the Contractor will provide access to the payroll and employee administration of employees employed by or on behalf of the Contractor.

11. The Contractor will immediately report changes in the employee file relating to the work in question to Strukton in writing.

12. The Contractor undertakes to Strukton to promptly and fully comply with its legal obligation to pay payroll tax, social security contributions, income-related Health Insurance Act contributions and, where applicable, sales tax for the benefit of employees deployed by the Contractor, and to further strictly comply with the applicable collective labor agreement.

13. Strukton always has the right to pay the social insurance premiums, income-related Health Insurance Act contributions, payroll tax and, where applicable, turnover tax, for which it is jointly and severally liable under the Sequential Liability Act, to the Contractor by depositing it into its blocked account within the

meaning of the Sequential Liability Act. The conditions as included in Article 48 regarding the g-account apply.

14. Without prejudice to the provisions of Articles 47 and 48, Strukton is at all times entitled to withhold amounts for social insurance premiums, income-related Health Insurance Act contributions, wage tax and, where applicable, turnover tax from the contract sum until the Contractor proves that it has fulfilled its payment obligation to the Tax Authorities.

15. In all cases referred to in paragraphs 12 and 13 of this article, Strukton is discharged by this payment to the Contractor insofar as these amounts are concerned.

16. If Strukton has reasonable grounds to suspect that the Contractor is not complying with its legal obligation to pay social security contributions, income-related Health Insurance Act contributions, payroll tax and, where applicable, turnover tax, Strukton has the right to suspend payments to the Contractor until it has been determined whether and for what amount Strukton will be held liable by the Tax Authorities.

17. If Strukton has been held liable for payroll taxes, social security contributions, income-related Health Insurance Act contributions or turnover tax that have not been paid by the Contractor or in its chain of subcontractors and hirers, Strukton will have to pay the entire amount of the liability (including penalty (interest), collection interest, costs of the assessment and all other other costs related to the liability claim) and will have a right of recovery against the Contractor. Strukton's claim is increased by the statutory interest.

18. If the Contractor fails to fulfill its obligations under the applicable collective labor agreement towards (hired) employees of the Contractor, Strukton will have recourse against the Contractor for the amount paid by Strukton in this regard, plus statutory interest.

19. The Contractor indemnifies Strukton against any claim by the Tax Authorities against Strukton on the basis of sequential liability.

20. Notwithstanding any previous provision regarding sequential liability and recipient's liability, in the event of a change in law or policy, the then applicable regulations regarding sequential liability and recipient's liability can be applied to the Agreement in full.

#### **Article 48. G-account**

The Contractor is subject to the following obligations.

1. The Contractor will provide Strukton with a copy of the g-account agreement signed by the Tax Authorities, as well as information and supporting documents that demonstrate that the g-account is held at a financial institution.

2. The Contractor's invoice must meet the requirements of Article 35a of the Turnover Tax Act 1968.

3. The Contractor's invoice must also contain the following information:

- a. The number or reference of the agreement under which the Contractor has performed the invoiced performance or performances for Strukton;
- b. The period or periods in which that performance or performances were performed;
- c. The name(s) or characteristic(s) of the work to which the payment relates.

4. The Contractor shall ensure that the invoice details can be found directly in its administration at all times.

5. The Contractor keeps a man-hours administration (recording the hours worked) from

which the liability for payroll tax and/or sales tax can be clearly determined.

6. With each invoice issued to Strukton, the Contractor provides the information on the basis of which Strukton can determine the amount of payroll tax and/or sales tax that must be deposited into the Contractor's g-account.

7. If the Contractor provides no, insufficient or incorrect information to Strukton so that it cannot be (clearly) determined what amount of payroll tax and/or sales tax must be deposited into the Contractor's g-account, Strukton reserves the right to estimate the amount that must be deposited into the Contractor's g-account.

8. Only upon request, in consultation with and after approval of Strukton, when hiring personnel, a fixed percentage of the invoice amount (20% with deferred VAT or other 25%) can be transferred to the Contractor's g-account if the Contractor complies with the NEN 4400-1 or the NEN 4400-2 standard and is included in the register of the Dutch Labor Standards Foundation (SNA) and meets all other requirements that the Sequential Liability Act sets for indemnification for the full amount of liability.

9. If the Contractor is a listed lender that is active in the Netherlands and that complies with the NEN 4400-1 or NEN 4400-2 certification, then payment into a g-account is not required if the Contractor provides a copy of a valid decision from the Tax Authorities to Strukton.

10. If the Contractor has outsourced part of the work or has hired staff and transfers money from the g-account to the g-account of someone else, the Contractor is subject to the following obligations:

- a. The Contractor informs Strukton about the outsourcing of the work and/or the hiring of personnel;
- b. The Contractor observes all parts of articles 47 and 48 of these conditions with regard to its contractors.

11. If the Contractor's request to open a g-account is refused by the Tax Authorities, Strukton reserves the right to terminate the Agreement.

12. The Contractor undertakes to inform Strukton immediately as soon as one of the following circumstances occurs or as soon as the Contractor is aware that one of the following circumstances will occur:

- a. The Tax Authorities have unilaterally canceled the Contractor's g-account;
- b. The Contractor has been declared bankrupt;
- c. The Contractor has been granted a suspension of payments;
- d. The debt restructuring scheme for natural persons applies to the Contractor.

13. Notwithstanding any previous provision regarding the g-account, in the event of a change in law or policy, the then applicable regulations regarding the g-account can be applied to the Agreement without prejudice.

#### **Article 49. Compensation**

1. Strukton will reimburse the Contractor for the performance of the Services on the basis of the rates included in the Agreement. Strukton will only reimburse the costs and hours actually incurred by the Contractor and approved in Writing by Strukton, unless the Parties have agreed otherwise in Writing. This is the sole and exclusive compensation, which also takes into account risks, that is owed to the Contractor with regard to the Services.

2. All (expenses) related to commuting and work-to-work travel (this also concerns travel time) of Contractor's Personnel between their

home/hotel and the place where the Services are provided are at the expense of the Contractor and cannot be passed on to Strukton, unless otherwise agreed in Writing.

#### **Article 50. Contractor's personnel and replacement**

1. The Contractor guarantees that the Personnel deployed to perform the Work will have the expertise, training and experience required to perform the Services.

2. When performing the Work, the Contractor's Personnel is obliged to carry valid identification and applicable access documents and to show this at the request of Strukton or its client.

3. The Contractor cannot temporarily or permanently replace Contractor Personnel without prior permission from Strukton. Strukton does not refuse its permission on unreasonable grounds, but may attach conditions to this permission. If Strukton requires replacement of Contractor's Personnel because it believes that this is in the interest for the proper performance of the Work, or is necessary or desirable due to misconduct or unsuitability, the Contractor will comply.

4. When replacing Contractor Personnel, the rates applicable to the original persons cannot be increased.

5. During the performance of the Work, a Dutch-speaking manager must always be present at work who is authorized to represent the Contractor in all matters relating to the performance of the work. This manager must report to the work site at each start or end of work and performance of Services. The Contractor cannot claim additional or reduced work or a change for this.

6. The Contractor's working hours are the same as those generally applicable at the construction site or pursuant to government regulations or a collective labor agreement to which Strukton is bound. Overtime is only permitted after prior Written permission from Strukton.

7. In the execution of the Agreement, the Contractor shall comply with, and guarantee to comply with, all obligations arising from the applicable laws and regulations, including but not limited to the Artificial Constructions Law, NEN 4400, the Foreign Nationals Employment Act, the Allocation of Labor Intermediaries Act and the Compulsory Identification Act. Strukton has the right to check this. If the required documents and/or permits are missing, Strukton has the right to deny the relevant Contractor's personnel access to the work. Any damage that Strukton suffers as a result is at the expense and risk of the Contractor. When applying so-called winter facilities, the Contractor is obliged to cooperate with measures to combat delays at its own expense.

8. If applicable, the Contractor will show the VCA diplomas of its personnel to Strukton and its client.

9. If the Contractor deploys employees who do not have Dutch nationality, the Contractor will provide Strukton with information about the social insurance position of the persons concerned. If the employee has remained socially insured in his country of residence, the Contractor will provide Strukton with a copy of a valid A1/E101 statement as proof that the employee is socially insured abroad.

10. If the Contractor deploys employees from outside the EU, or from countries that joined the EU on May 1, 2004 or later, the Contractor will provide Strukton with copies of a valid work permit, a valid residence permit and proof of identity to the extent required by foreign legislation.

11. The Contractor indemnifies Strukton against all third-party claims and fines related to compliance with the obligations under this article, including but not limited to:

- a. Gross labor costs;
- b. Research costs;
- c. Legal assistance costs;
- d. Full legal costs;
- e. Fines, whether or not imposed by government or supervisory bodies.

12. If requested, the Contractor provides competent authorities with access to the employment conditions agreements and cooperates in checks, audits and/or wage validations.

13. The Contractor is obliged to fully include all obligations mentioned in this article and indemnities in agreements that the Contractor enters into in connection with the execution of the Agreement.

#### **Article 51. Strukton Tools and equipment**

1. Strukton is not obliged to guard tools, equipment or other property of the Contractor. Strukton is not liable for loss or damage.

2. The vertical and horizontal transport necessary for the execution of the Work will be carried out by the Contractor at its own expense and risk, unless otherwise stated in the Agreement.

3. The Contractor is obliged to properly use and maintain equipment made available by Strukton. As long as the Contractor has such equipment for the performance of the Work, the Contractor bears the risk of damage or loss of this equipment. After executing the Work, the Contractor must immediately make Strukton's equipment available to Strukton.

4. The Contractor must draw up a receipt for the Contractor's equipment that is delivered to the work site, a copy of which must be provided to the general foreman at the work site.

#### **Article 52. Personnel and auxiliary items of the Contractor**

Contractor's personnel work, including at Strukton locations, at the expense and risk of the Contractor. Ancillary items belonging to the Contractor, including at Strukton locations, are at the expense and risk of the Contractor and are sufficiently insured by the Contractor.

#### **Article 53. Safety**

1. The Contractor declares and guarantees that the Contractor complies with the applicable legal obligations with regard to working conditions and safety, including but not limited to occupational health and safety legislation, safety decree and safety catalogue.

2. Before commencing the Work, the Contractor must inform itself of the conditions on the site or in the building where the Work will be executed.

3. The Contractor instructs its Personnel to observe and follow the (fire) safety and security regulations, procedures, house rules, codes of conduct and instructions applicable at the location where the Work is executed.

4. The Contractor is responsible for the safety of the Contractor's Personnel and will take the necessary measures to this end. The Contractor will, among other things, ensure that the Contractor's Personnel is provided with personal protective equipment.

5. Strukton may subject Contractor's Personnel to a safety investigation, in accordance with Strukton's usual rules. The Contractor will fully cooperate with this investigation and ensure that its Personnel fully cooperate with this investigation. Based on the results of such a safety investigation, Strukton may refuse the

deployment of the person concerned to perform the Work without stating reasons.

6. The Contractor must report (environmental) incidents and (near) accidents:

- a. to be reported to Strukton and immediately after the event, on the same working day, both orally and in writing,
- b. to investigate the causes and improvement options and to share the results of this research with Strukton.

7. The Contractor will ensure that its Personnel adhere to the Strukton General Safety and Health Conditions applicable at the time of the performance of the work, as stated at <https://strukton.nl/about-us/veilig-werken/>.

If the Contractor's Personnel does not comply with these conditions, Strukton has the right to expel the Personnel in question and refuse access to the construction site.

#### **Article 54. Conformity of services**

The Contractor guarantees that the Work, to be executed by or on behalf of the Contractor, meets all requirements and conditions set out in the Agreement, is executed on time and in a professional manner and by skilled personnel.

#### **Article 55. No employee, measures for payment of wages**

1. The Contractor declares and guarantees that, if the Contractor deploys an employee of the Contractor, i.e. not a self-employed person, for the performance of the Agreement, this employee will carry out the work (i) on the basis of an employment contract with the Contractor (or a group company of the Contractor) or (ii) on the basis of an employment contract with a subcontractor of the Contractor, whereby the relationship between the Contractor and the employee can be regarded as an employment relationship within the meaning of Dutch tax and labor legislation. The Contractor also guarantees that the actual circumstances are actually in accordance with the concluded agreement.

2. Neither the Contractor nor the Contractor's Personnel are deemed to be employees of Strukton. Neither the Contractor nor the Contractor's Personnel are entitled to employee rights or benefits from Strukton. The Contractor is solely responsible for the full and timely cashless payment of all wages and other payments to which the Contractor's Personnel are entitled by law or (employment) contract.

3. The Contractor is solely responsible for the timely and correct withholding and payment of all applicable taxes and premiums owed by the Contractor for the provision of the Services, including VAT, payroll tax and social security contributions.

4. The Contractor records which Contractor's Personnel it deploys for the execution of the Agreement, what wages the staff members involved receive and whether this wage meets the requirements set by the law or (employment) contract.

5. At Strukton's first request, the Contractor will either give a competent authority access to the data referred to in paragraph 4 of this article or provide this data and, if requested, provide all underlying documents, for the purpose of checks, audits or wage validations.

6. The Contractor will immediately inform Strukton on its own initiative if a wage claim is filed against it under Article 7:616a of the Dutch Civil Code.

7. The Contractor also undertakes to impose the aforementioned obligations mentioned in this article on sub-contractors or subcontractors deployed by it for the execution of the

Agreement and to stipulate that these sub-contractors or subcontractors include identical or similar clauses that apply to the subcontractors or subcontractors to be deployed by them.

#### **Article 56. Self-employed persons**

1. The Contractor guarantees that it will comply with the Employment Relationships Deregulation Act (DBA Act). In the situation where the Services are performed by a self-employed person, the Contractor guarantees that the agreement between the Contractor and the self-employed person has been approved by the Tax Authorities or is based on the General model contract for contracting work of Self-Employed Construction and Stichting ZZZ Nederland (no. 90.521.66175.1.0), so that the relationship between the Contractor and the self-employed person cannot be regarded as an employment relationship within the meaning of Dutch tax and labor legislation. The (model) agreement must be submitted by the Contractor at Strukton's first request. If the Contractor does not comply with this request, the Services may not be performed by the self-employed person. The Contractor also guarantees that the factual circumstances are actually in accordance with the concluded agreement. The Contractor indemnifies Strukton against possible claims from the Tax Authorities or the UWV in the event of a fictitious employment relationship.

2. If the Contractor qualifies as a self-employed person, an agreement will be concluded between Strukton and the Contractor that has been approved by the Tax Authorities or is based on the General model contract for contracting work for Self-Employed Construction and Stichting ZZZ Nederland (no. 90.521.66175.1.0), so that the relationship between the Contractor and Strukton cannot be regarded as an employment relationship within the meaning of Dutch tax and labor legislation. The Agreement between Strukton and the Contractor only comes into effect once the (model) agreement has been concluded.

#### **Article 57. Personnel clause**

Without the permission of the other Party, during the execution of the Agreement and within one year after termination of the Agreement, the Parties will not in any way, directly or indirectly, approach or entice employees of the other Party who are involved in the Work to terminate an employment contract with that Party in order to enter into an agreement with the other Party or a company affiliated with the other Party. This permission will not be withheld on unreasonable grounds. If an employee of a Party actively approaches the other Party on his own initiative, no action by that Party is in violation of this Article 57.

#### **Article 58. Right to intervene in the implementation of the Agreement**

1. If the Work proceeds in such a way that the time period specified in the Agreement for the realization of the assignment or parts of the assignment can reasonably be expected to be exceeded, or if the Contractor does not execute the Work in accordance with the provisions of the Agreement or in accordance with the requirements of performs or has performed good workmanship, Strukton will inform the Contractor thereof in writing.

2. If the Contractor does not take such measures within 48 hours of receipt of the notification as referred to in paragraph 1 of this article, informing Strukton thereof, that the time arrears will be made up within the set period



and/or the aforementioned requirements and conditions will be met, the Contractor will be deemed to be in default.

3. If the Contractor is in default within the meaning of the previous paragraphs, Strukton will have the right, without any further notice of default being required, to intervene in the work in order to speed up or improve the work, either by deploying its own personnel or by third parties on behalf of Strukton. Strukton will notify the Contractor of the intervention. The Contractor will then provide Strukton and third parties involved in the work with all desired cooperation, including the right to use materials, tools, equipment and the like from the Contractor if necessary.

4. The costs of the intervention will be borne by the Contractor and are immediately due and payable. Strukton does not lose the right to compensation as a result of the intervention.

5. The Contractor is not entitled to any compensation or loss of profit from the intervention.

## **PART IV – SPECIAL ICT PROVISIONS**

### **Part A - General ICT provisions**

Part IV consists of Part A - General provisions and Parts B to E Special provisions. Depending on the nature of the Agreement, Parts B, C, D or E apply together with Part I – General provisions and Part IV – A General ICT provisions.

#### **Article 59. Warranty**

1. The guarantee referred to in Article 13 does not apply to the extent that the Contractor demonstrates that a defect has arisen as a result of a change made to the Performance by Strukton or a third party engaged by it without its permission. The warranty also does not apply if a defect is demonstrably the result of incorrect, careless or incompetent use of the Performance by Strukton.

2. The Contractor guarantees that it can maintain the Performance for up to 5 years after the date of Acceptance.

#### **Article 60. Assessment of resilience and compliance**

Strukton is entitled to carry out previously announced penetration/hack tests (including social engineering) or periodic security scans to identify risks in the areas of (i) availability, (ii) integrity and (iii) the confidentiality of the data and systems of and for Strukton. Where appropriate, the Contractor is obliged to pass on this authority of Strukton to the person entitled to the relevant Performance and indemnifies Strukton against the consequences of the relevant tests.

### **Part B - Special provisions Right of use**

#### **Article 61. Nature and content of the Right of Use**

1. Subject to these ICT provisions, the Contractor grants Strukton a perpetual, transferable and irrevocable Right of Use to the Standard Software as well as to Upgrades if Strukton is entitled to receive them. The Right of Use does not include the transfer by the Contractor to Strukton of patent, copyright or trademark rights to the relevant Standard Software, unless the Parties have made other agreements about this.

2. The Right of Use in any case includes, without Strukton owing any additional compensation:

- a. the right to use all functionalities of the purchased Standard Software accessible to

Strukton, even if they are not stated in the Documentation;

- b. the right to produce copies of the Standard Software, store them, test them regularly and keep them on 'hot standby' in the event of a calamity/emergency;

- c. the right to use the Standard Software for testing and development purposes;

- d. the right to use the Standard Software without any restrictions or limitations with regard to location, equipment, duration or otherwise, including having it maintained and/or managed by third parties, ICT outsourcing, business process outsourcing or similar services from third parties on behalf of Strukton unless the Parties have made other agreements about this in advance.

3. Until the moment of Acceptance of the Standard Software, Strukton obtains from the Contractor a non-exclusive right to use it for installation and testing purposes.

4. If the Contractor only repairs defects in the Standard Software by issuing Patches or Updates, Strukton is entitled to receive and use it free of charge during the warranty period of Article 13, even if it has not agreed to Maintenance with the Contractor.

#### **Article 62. Guarantees**

In addition to articles 13 and 59, the Contractor guarantees that:

- a. The Standard Software does not contain any technical facilities, functions or other foreign elements that (may) hinder the Agreed Use at any time, temporarily or otherwise, unless the Parties have made other agreements about this in advance.

- b. If he is not the rights holder of the Standard Software, he has been authorized by the right holder to provide Usage Rights to third parties on his behalf.

#### **Article 63. Escrow**

1. Escrow includes all undisclosed information that Strukton reasonably needs for error correction, maintenance and management of the Standard Software so that it can continue to make the Agreed Use of it. Escrow complies with what is customary in this regard on the Dutch market at the time of its conclusion.

2. If Escrow forms part of the Agreement, the Contractor will provide Strukton with evidence showing that the Escrow complies with the relevant provisions of the Agreement or the Contractor will ensure that such a provision is made expeditiously.

3. If Escrow is not part of the Agreement, Strukton also has the right to demand that such an arrangement be entered into or it may at any time join an Escrow agreement as referred to in paragraph 2 of this article. Reasonable costs associated with this will be borne by Strukton.

### **Part C - Special provisions Custom software**

#### **Article 64. Support**

1. If Strukton maintains Custom Software itself or has it maintained by a third party, the Contractor will support it upon request for a market-based fee. Upon request, the Contractor will provide the necessary (additional) information to Strukton or a third party engaged by it. The foregoing also applies to management activities with regard to Custom Software that Strukton carries out itself or has carried out by a third party.

2. If Strukton has also agreed on Maintenance with the Contractor, the provisions in this regard in that Agreement apply.

### **Part D - Special provisions Maintenance**

#### **Article 65. Maintenance and support**

1. Unless otherwise agreed, the Contractor will carry out Maintenance on the Performance for the agreed fee.

2. The Maintenance commences at the agreed time in the Agreement or after Delivery of (the relevant part of) the Performance.

3. Unless otherwise agreed, maintenance includes at least the following services:

- a. Corrective maintenance;
- b. Preventive maintenance;
- c. Making Updates and/or Upgrades available;
- d. User support (helpdesk & consultancy).

4. The Contractor can in any case be reached in the context of Maintenance on Working Days during Office Hours.

#### **Article 66. Place and time of maintenance**

1. The Contractor carries out Maintenance at or from its location. The Contractor will only carry out Maintenance at Strukton's location or at a location of third parties engaged by Strukton if reasonably necessary.

2. Maintenance that could lead to disruption of the work process at Strukton is in principle carried out outside Strukton's usual working hours.

3. If disruption to the work process as referred to in paragraph 2 of this article is unavoidable, given the importance of immediate repair of the Malfunction, the Contractor will inform Strukton of this in a timely manner before commencing the Maintenance.

#### **Article 67. Temporary solutions**

The Contractor will only apply a Patch with Strukton's permission. Unless the Parties make a different agreement in a specific case, the Contractor will replace the Patch with an Update as quickly as possible.

#### **Article 68. Preventive Maintenance**

As part of Preventive Maintenance, the Contractor examines the Performance regularly and at least once a year to ensure that it is functioning properly.

#### **Article 69. SLA - compliance with Service levels**

1. The Contractor declares that it is prepared – if and insofar as this has not already been arranged in the Agreement – to conclude one or more SLAs at Strukton's first request, in which concrete Service levels are recorded, the content and frequency of reporting and which include measures regarding whether or not the agreed Service levels are achieved.

2. The Contractor guarantees to realize the Service levels. The consequences of failure to achieve this are regulated in the Agreement or SLA.

3. Notwithstanding the provisions of paragraph 2 of this article, Function Recovery Times and Response Times apply as strict deadlines, unless the Parties have made other agreements about this in advance. Service levels do not affect what is stated in the Agreement.

4. The Contractor ensures adequate recording of the Service levels and makes periodic reports available on the results at the agreed Service levels. The content and frequency will be further determined.

#### **Article 70. Registrations, cancellations and prioritization of Disruptions**

1. Strukton reports Disruptions on and off in the manner prescribed in the Agreement or SLA.

- When reporting a Disruption, Strukton determines the priority level to be assigned in accordance with the provisions of the Agreement or SLA with regard to Maintenance.
- The Contractor's response to a report as referred to in paragraph 1 of this article is always aimed at resolving the Malfunction as quickly as possible - and in any case within the recovery time as laid down in the SLA - whether or not by creating a Patch.

**Article 71. Maintenance by others than the Contractor**

Strukton can only have Maintenance that it has agreed upon with the Contractor during the term of the relevant Agreement carried out by a third party, while retaining its rights, if the Contractor is in default in the fulfillment of its obligations under that Agreement or if it receives permission from the Contractor to do so.

**Article 72. Testing result Maintenance**

Strukton may test whether a Fault has actually been resolved. The Contractor is obliged to cooperate in this. If the test shows that a Fault has not been properly resolved, Strukton may recover the costs of the testing from the Contractor.

**Article 73. Update and Upgrade**

- The Contractor ensures a consistent version policy. The basic principle here is that Updates and Upgrades become available in a timely manner. To this end, the Contractor regularly examines the need to release such versions and informs Strukton as quickly as possible about the results of its investigation.
- Interim changes to Software as a result of Corrective Maintenance are included as much as possible in Updates and Upgrades.
- Upon request, the Contractor will provide Strukton with a copy of an Upgrade free of charge for testing and evaluation purposes. Strukton is not obliged to use Upgrades. If it has been agreed that the Contractor will install the Software, this obligation also applies to Upgrades that Strukton wants to use.

**Part E - Special provisions for cloud services**

**Article 74. Services**

- The Contractor grants Strukton a Right of Use to the Software in accordance with Part IV Special Provisions ICT. The Contractor also grants Strukton the right to (sub)license the Performance to Affiliated Companies.
- The Contractor will make available to Strukton all necessary data, such as URLs and login details, that are necessary to actually use the Software.
- The Contractor is not entitled to suspend the Right of Use of the Software, except to the extent that continuation cannot be required. The single non-payment does not justify this.
- The Contractor guarantees that the Software, to the extent necessary in connection with the hardware, intermediate internet connections and associated operating systems, functions in accordance with the Specifications.
- The Contractor guarantees the proper functioning of the internet connection through which the Contractor makes the Strukton Software available and keeps it available for use during Office Hours.

**Article 75. Controlling safety risks**

- The Contractor will ensure (demonstrably) adequate organizational, process and technical measures in its services as may be

expected from a professional supplier in the industry (and in accordance with the current state of technology).

- The Contractor uses established measures and procedures to ensure the availability, integrity and confidentiality of the Software and to adequately protect it against unauthorized access to or loss of data or any other form of unlawful processing of data.
- The Contractor annually carries out risk analyzes regarding the technical and organizational security measures taken and will update them if necessary. If necessary, the Contractor will adjust and/or improve these measures and procedures, insofar as the applicable laws and regulations on the Performance give reason to do so.
- Employees of the Parties only have access to systems relating to the Software if authorization has been granted by the authorized officials of the Parties. The Parties' authorization procedure must indicate for each person involved who is authorized, the nature of his activities, the duration of the authorization as well as the systems and data to which access is granted.
- The Contractor is responsible for the operational management of the authorization with regard to the access security and tools used by the Contractor.
- The Contractor is responsible for identifying (attempts at) unauthorized access to the Software. If the Contractor identifies (attempts at) unauthorized access, it will take the necessary measures to minimize any damage and try to prevent recurrence. The (attempted) unauthorized access as well as all measures taken will be reported immediately to Strukton via [meldpunt@strukton.com](mailto:meldpunt@strukton.com).
- At the initiative of Strukton, the Parties conclude a SLA that includes (among other things) the appropriate technical and organizational measures as referred to in this article that the Contractor will take in the context of the security of Strukton's systems and data. The measures are included as an appendix to the Agreement and as such form an integral part of the Agreement. If personal data is processed, the Parties will conclude a processing agreement in accordance with Article 31.2.
- The Contractor has appointed an official within its organization in the role of Security Officer. This employee is Strukton's central point of contact for potential security risks and the coordination of serious security incidents. This employee is authorized to initiate the necessary measures to reduce the risk to a level acceptable to the Parties.

**Article 76. Availability**

- The Contractor guarantees the Availability of the Software as laid down in the Agreement.
- If and insofar as no Service Levels with regard to the Availability Level have been agreed in the Agreement, a minimum Availability Level of 99% per month applies on Working Days between 7:00 AM - 6:00 PM.
- Work that must take place during the Planned Unavailability will not be carried out during Office Hours. The Contractor will ask Strukton for permission for Planned Unavailability as early as possible, but in any case at least 72 hours prior to the Planned Unavailability.
- The Parties hereby agree that in the event of a conflict between the Parties, the execution of the Agreement will not be stopped so that proper progress is not unnecessarily prevented, unless the nature of the dispute is such

that Strukton or the Contractor cannot reasonably be expected to do so.

**Article 77. Resolution of Incidents**

- The Contractor will provide a helpdesk that functions as an integral point of contact for all Incidents relating to the use of the Software. A coordinator will report Incidents to the Contractor's helpdesk on behalf of Strukton, unless the Parties have made other agreements about this in advance. If there is a security incident, the Contractor will immediately inform Strukton via the email address [meldpunt@strukton.com](mailto:meldpunt@strukton.com). In that case, the measures to be taken will be determined in consultation between the Parties.
- If the coordinator and the helpdesk differ in opinion about the nature and extent of the Incident during a report, the highest priority category of both insights will be taken as a starting point for resolving the Incident until either the Incident is resolved or the Parties are resolved at an earlier time. reach an agreement that a lower priority applies to that Incident.
- The coordinator is the point of contact in the Strukton organization for questions and reports about Incidents and for feedback from the Contractor to Strukton on the actions taken in response to those messages. Incidents can be reported by the coordinator by telephone or email to the Contractor's helpdesk.
- The Contractor will repair Incidents free of charge, unless the Incident is due to Strukton.

**Article 78. Data storage**

- The Contractor must have a fallback location.
- The data centers that facilitate the storage of the data (including fallback locations) must be located within the European Economic Area.

**Article 79. Backup and data recovery**

- The Contractor will ensure periodic backups.
- The backups will be made in two copies, with 1 copy daily being deposited at the backup location or otherwise measures will be taken to ensure adequate continuation of the service. The Contractor guarantees that Strukton has 24/7 access to the backup service with which files and databases can be restored or downloaded. At Strukton's request, the Contractor will demonstrate compliance with the obligations referred to in this article to the satisfaction of Strukton.
- The backups will be kept for as long as necessary to guarantee the continuity of the correct operation of the Software.
- If circumstances arise where the Software and data are no longer available, the Contractor will ensure that the services are continued unchanged.

**Article 80. Capacity – adjustment of parameters**

The capacity of the Software must meet the Agreed Use in accordance with the request and must at least take into account scalability based on the growth expected by Strukton.

**Article 81. Changes to the Software**

- Changes that impact the use of the Software, information security and/or privacy will be reported to Strukton in writing at least 30 days before the change takes effect.
- Strukton has the right not to agree to the changes and may terminate the Agreement within 30 days after receipt of the notification from the Contractor regarding changes to the Software.

## **Article 82. Exit plan**

1. In the context of the continuity of Strukton's business operations, the Parties agree that in the event of an end or termination of the Agreement, the Parties will enter into consultations regarding the continuation of services by third parties after the end or termination has become known.
2. The Exit Plan must enable Strukton to terminate the cloud service, in whole or in part, with the Contractor and to continue the same (or comparable) cloud service with a new service provider undisturbed and without interruption.
3. The Contractor is obliged to provide that level of assistance and support and to provide Strukton and/or the new service provider with the necessary information and Documentation, which are required to enable a timely, effective and efficient migration or transfer.
4. The Contractor shall ensure that the data is not lost and/or damaged during the entire exit procedure. At Strukton's request, the Contractor will provide insight into which measures it has implemented to ensure the integrity of the data.
5. The Contractor will not impose any barriers or obstacles of any kind that could in any way complicate or prevent the migration to a new service provider.
6. Until the end date for the cloud service, as will be further determined in the Exit Plan, the Contractor remains fully responsible for the complete, timely and correct implementation of the cloud service. Unless Strukton decides otherwise, the Parties agree that the Agreement will only end when the Exit Plan has been fully implemented.
7. After completion of the Exit Plan, Strukton is entitled to engage an independent IT expert to check with the Contractor whether all data has actually been permanently deleted from the Contractor's systems.
8. The Contractor will execute the work at the Contractor's standard rates. The Contractor is obliged to carefully document and report to Strukton all work carried out, stating the time spent on it.

## **Article 83. Guaranteeing continuity**

1. In view of the great dependence on the Contractor as well as the continuity risk in the event of incidents and calamities (such as bankruptcy) that exists with cloud services, the Contractor declares that it is prepared to make additional agreements with Strukton in order to reduce the aforementioned risks.
2. The additional agreements referred to in paragraph 1 of this article may include:
  - a. making agreements about the periodic return or delivery of the data processed by the Contractor to a third party ('data escrow'); and/or concluding an agreement with a third party to the effect that the third party in question is jointly and severally liable for or guarantees the fulfillment of the Agreement; and/or
  - b. concluding a (tri-partite) agreement with a third party that ensures that the third party in question (continually) has all the necessary data at its disposal to, where appropriate, (part of) the Performance under the Agreement - whether or not on the basis of a new agreement - instead of being able to be performed by the Contractor.