

Royal BAM Group N.V.

IT Purchasing Conditions

Version 1 October 2024

Article 1. Definitions and applicability

- In these IT Purchasing Conditions the following definitions shall apply:
 - Affiliate: any company controlling, controlled by or under common control with a party, whereby 'control' means the ownership (directly or indirectly) of 50% (fifty percent) or more of the issued share capital of the company in question.
 - Agreement: the agreement (including any attachments, annexes or schedules thereto) between Customer and Supplier, that is entered into as set forth in article 2;
 - Authorized User: any person designated by Customer to use the SaaS (which, for clarity, may include any (sub)contractor, agent or employee of Customer or its Affiliates).
 - Customer: Royal BAM Group N.V., any of its subsidiaries or any other company associated with Royal BAM Group N.V., including partnerships, consortia and alliances to which Royal Bam Group N.V. or any of its subsidiaries or associated companies is a party, that enters into negotiations or an Agreement with Supplier;
 - Customer Data: any data of Customer provided or made available to Supplier in the execution of the Agreement or generated in the use of Software or Standard Software by Customer;
 - Customisations: any additions, changes, modifications, add-ons or new modules to, new versions or enhancements of and/or interfaces or connecting items of the Software or Standard Software which are created upon the specific request of Customer;
 - Deliverables: any Product, including Hardware, good, material, Software (including the object code and where agreed the source code) and Documentation associated therewith, including any configurations and scripts, modifications and enhancements thereto and all other materials (including specifications, plans, methodologies, reports, processes, designs, systems, documentation, information and equipment), delivered or produced by or on behalf of Supplier in connection with or for the purposes of the Agreement, including the Software and all changes and modifications thereto such as new versions, releases, updates and Customisations;
 - Documentation: all generally available documentation relating to the Software, including user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Software, including any functionality, testing, operation or use thereof.;
 - Force Majeure Event: a situation in which a party is unable to fulfill its obligations because of an act or event beyond its control and which is not (indirectly) caused by its own acts or omissions. Force Majeure Events on the part of Supplier shall in any case not include lack of personnel, strikes, illness of personnel, delays or non-delivery by subcontractors or liquidity or solvency issues;
 - Hardware: all physical ICT components, including computers, laptops, printers, smartphones and tablets;
 - IT Purchasing Conditions: the conditions set forth in this document;
 - Order: the written order (including any attachments, annexes or schedules thereto) from Customer to Supplier in which the Products, Services and/or Deliverables to be provided by Supplier to Customer are detailed;
 - Product: a product or good, including Hardware, purchased by Customer from Supplier under an Order. For clarity, the term Product excludes Services.
 - SaaS or Software as a Service: the (part of the) Services that entail providing access to the Software over the internet in whole or in substantial part in an automated manner.
 - Services: all services (including SaaS and support services) provided or to be provided by or on behalf of Supplier to Customer under the Agreement, including any services, activities and tasks that are of a nature and type that would ordinarily be performed by suppliers performing services similar to the services provided under the Agreement and/or that are generally considered to be part thereof, and all activities that are reasonably necessary for the proper performance and provision of the services under the Agreement;
 - Software: any form of data or instructions, whether in object code or source code, such as applications, websites and platforms, provided and/or licensed by Supplier to Customer, including Customisations and associated Documentation, and any updates, upgrades and/or functions which are or become an inherent, necessary, or customary part of such software or are required for the proper performance;
 - Standard Software: means Software that is developed for general use and which is not developed exclusively for Customer. Standard Software can be made available in different ways, including SaaS; and
 - Supplier: the party with whom Customer enters into an Agreement.
- These IT Purchasing Conditions are applicable to all Agreements, quotations and offers provided by Supplier, purchase requests placed by Customer, Orders and other legal relationships between Customer and Supplier concerning the Products, Services, and/or Deliverables.
- The applicability of general terms and conditions of Supplier is explicitly excluded and is hereby expressly rejected.
- The invalidity of a provision of the Agreement or these IT Purchasing Conditions has no consequences for the validity of the other provisions of the Agreement and these IT Purchasing Conditions.
- Any provision in the Agreement or these IT Purchasing Conditions that is intended to survive termination or expiry or necessary for the interpretation or enforcement of the Agreement shall survive termination or expiration.

Article 2. Agreement

- An Agreement shall only be concluded if:
 - A contract has been signed by Supplier and Customer;
 - Supplier has signed and returned an Order that Customer sent to Supplier; or
 - Supplier commenced the performance of its obligations under the Order without objecting in writing against the contents of the Order, which shall be deemed to constitute acceptance of the Order, including the conditions set out therein.
- If the Order contains apparent contradictions, errors or omissions, Supplier shall inform Customer thereof before signing the Order or commencing the performance of its obligations thereunder (whichever is earlier). In the absence thereof, the consequences will be for the account and risk of Supplier.
- Any change, amendment, waiver or variation to the Agreement and/or these IT Purchasing Conditions shall not be binding to the Customer, unless set out in writing and signed by its duly authorized representative.
- Customer enters into the Agreement for its own benefit and for the benefit of its Affiliates, on behalf of whom Customer will be entitled to enforce the Agreement and these IT Purchasing Conditions. For this purpose, "Customer" will also mean each of its Affiliates, unless explicitly provided otherwise. Customer (but not its Affiliates) and Supplier may amend the Agreement without obtaining the consent of Customer's Affiliates. For the avoidance of doubt: the purposes of each Agreement, only the Customer that executed the Agreement will incur any obligation or liability to Supplier under that Agreement.

Article 3. Performance of the Services

- Supplier will perform all Services and obligations as described in the Order and/or the Agreement, including where applicable providing access to the SaaS, and shall meet or exceed the agreed service levels specified therein, and perform all Services and obligations in accordance with good industry practice.
- Supplier will complete the Services and deliver the Deliverables on the relevant date(s) specified in the Order and/or Agreement and shall adhere to any time schedule and/or milestones specified therein. If the Order and/or Agreement does not specify completion or delivery date(s), Supplier will complete the Services in a timely manner. All agreed completion delivery and/or performance dates shall constitute fatal terms ('*fatale termijnen*'), of which failure to meet shall constitute a material breach that is incapable of being remedied.

- Supplier shall immediately inform Customer of any circumstances that may prevent Supplier to meet its obligations in time, specifying the reasons and expected duration, as well as any proposed measures to reduce the delay as much as possible.
- If Supplier becomes aware of any act or failure by Customer that may impact Supplier's performance under the Agreement, Supplier shall promptly notify Customer thereof in writing, specifying the relevant act or failure and the (expected) impact on Supplier's performance and costs. Notwithstanding Customer's failure, Supplier shall use reasonable efforts to avoid or mitigate the consequences of that failure and to continue to perform its obligations in accordance with the Agreement. Any required changes to the Agreement shall be dealt with in accordance with article 11 (Changes).
- Supplier shall regularly report to Customer on the performance of the Services in relation to the agreed service levels.
- If Supplier fails to meet the service levels or other terms in the Agreement, Customer may, without prejudice to any other rights or remedies:
 - require the Supplier, by way of written notice and at Supplier's own expense, to remedy any default or to re-perform any non-conforming Service within a reasonable time and to take all measures reasonably necessary for that purpose, such as developing and implementing workaround plans and allocating additional resources;
 - request a root cause analysis, which Supplier shall perform and inform Customer of the results thereof and the measures to be taken to prevent similar failures within fourteen (14) calendar days after the end of the month in which the relevant service level was not reached or the request was made; and
 - demand that Supplier implements all measures reasonably necessary to prevent similar service level failures within one (1) month after the end of the month in which the relevant service level was not reached. Such measures will be implemented at Supplier's expense.
- Supplier shall provide the Services in the most cost efficient manner, while maintaining the quality and performance as specified in the Agreement or, if such quality and performance are not specified therein, in accordance with good industry practice.

Article 4. Delivery of Products

- Supplier shall deliver the Products on the agreed date and at the agreed location, on the basis of DDP (Incoterms 2020).
- Ownership of the Products shall pass to Customer at the same time the risk transfers to Customer in accordance with the applicable Incoterm. Risk of loss of Products shall pass to Customer in accordance with the applicable Incoterm. Unless otherwise agreed in writing, Supplier bears the risk of damage to or loss of the Products until such time as they have been delivered in accordance with the terms hereof. If installation or assembly by Supplier has been agreed, the risk remains with Supplier until the installed or assembled Products have been accepted by Customer in accordance with the terms hereof, or until the Products have been put into production by or on behalf of Customer. Supplier has no right of retention or right of suspension in relation to the Products.

Article 5. Acceptance

- Except if otherwise agreed in the Agreement, each Product and Deliverable, including any implementation of SaaS or other Software, is subject to acceptance by Customer.
- Unless otherwise agreed, Supplier shall fully test each Deliverable to fully comply with the Agreement and the Documentation before delivering such Deliverable to Customer. Supplier will provide its test results upon Customer's request.
- No Deliverable will be deemed accepted until such tests have been successfully completed in accordance with the agreed acceptance tests set out in the Agreement and when Customer has confirmed its acceptance of such Product or Deliverable in writing. If no specific acceptance tests are agreed, Customer may carry out any test reasonably required in order to establish whether the Product or Deliverable fully complies with the agreed specifications and the Documentation and if Supplier has fully complied with its other obligations under the Agreement with respect to such Product or Deliverable.
- Customer is not obliged to accept partial or early delivery, unless this has been agreed in writing between parties.
- If Customer notifies Supplier that it does not accept the relevant Product or Deliverable, Supplier shall investigate and, to the extent the non-compliance is capable of remedy, correct such non-compliance at its own expense, within five (5) business days of Customer's notification or such other time limit as may be agreed in writing between the parties, after which it shall re-perform the rejected Products or Deliverables, which shall be subjected to acceptance testing by Customer in accordance with this article 5.
- Acceptance or non-acceptance of any Products or Deliverable (including any Software) shall not affect any rights of Customer (whether arising under the Agreement or otherwise) other than the right of Customer to reject such Products or Deliverables, nor will it release Supplier from any obligation, guarantee or liability pursuant to the Agreement. Payment by Customer of any Charges or other compensation to Supplier or the use of the Products or Deliverables by Customer prior to acceptance, shall not in itself constitute Customer's acceptance of such Products or Deliverables.

Article 6. Pricing, invoicing and payment

- All charges for the Products, Services and/or Deliverables shall be specified in the Agreement and/or Order and shall be inclusive of any costs and expenses incurred by Supplier in connection with the performance of its obligations thereunder, but are exclusive of any VAT that may be applicable. Costs incurred for any travel and accommodation incurred by Supplier, including travel time, will not be reimbursed by Customer.
- All charges are fixed and not subject to indexation.
- Customer may withhold income taxes, stamp duties or any other levies on the amounts payable to Supplier if required by applicable law, except to the extent Supplier submits a certificate of exemption from withholding. Supplier shall issue an invoice containing wording that will allow Customer to take advantage of any applicable "input" tax deduction.
- The payment term is sixty (60) days after receipt of the invoice by the Customer. If Supplier is a natural person or legal entity within the meaning of article 6:119a(6) of the Dutch Civil Code, the payment term shall be thirty (30) days instead.
- Reasonably disputed invoices will not become due until the dispute has been resolved.
- Supplier shall notify Customer if Customer is in breach of its payment obligations. Supplier is entitled to late-payment interest under Section 6:119 of the Dutch Civil Code from fourteen (14) days) after the date of notice until the date of (late) payment by Customer. The applicable interest rate shall be the lower of i) the applicable Dutch statutory interest rate or ii) 3% per annum.
- Customer shall only be obligated to pay any amount to Supplier upon receipt of an invoice for accepted Products, Services and/or Deliverables, that are provided in connection with an Agreement that is concluded in accordance with article 3, that meets all requirements under applicable law and Customer's instructions, and that was received by Customer within six (6) months of delivery of the relevant Products, Services and/or Deliverables. Customer is not obligated to pay any invoices sent after such time period, unless Supplier has provided Customer with a reasonable estimate of the charges that will follow for the relevant Products, Services and Deliverables within such period.
- Payment by Customer shall not constitute a waiver of any of its rights.
- Customer may set off any amount that it owes to Supplier against all claims of Customer or its Affiliates have on Supplier or Suppliers Affiliates.
- A failure by Customer to comply with its obligations does not release Supplier from its obligations to deliver the Products or Deliverables or to continue to provide the Services without interruptions in accordance with the Agreement.

Article 7. Provision of Software, implementation Services and service integration

- Supplier shall provide and license the Software to Customer in accordance with article 14.5, including any third-party software contained therein. Supplier warrants that Customer has a license for the third-party software under terms identical to the Agreement.
- Any software, features and functions made available to the Customer by the Supplier is within the scope of the granted and paid-for Software license. In the event that certain options, packs or third party software that require a separate license are installed or executed automatically

upon installation, update or use of the licensed Software, such options, packs and third party software shall not be subject to any separate license fees or terms and conditions unless Customer has deliberately activated the installation or execution of such options, packs or third party software.

- No additional licenses are required for test, acceptance, backup and disaster recovery environments. If the Software is used in a virtualised environment, the required number of licenses will be based on actually used virtual resources rather than on the characteristics of the physical environment on which the virtualised environment is running. Software installed on decommissioned or otherwise effectively unused systems will not count towards any applicable licensing metrics.
- Supplier shall deliver comprehensive and understandable Documentation for the Software and Services, that accurately and completely describes the functions and features of the Software and the Services, including all subsequent revisions thereto. The Documentation shall be understandable to a typical end user and shall provide them with sufficient instruction such that an end user can become self-reliant with respect to access and use of the Software and the Services. Any modifications or additions to the Documentation will automatically become part of the Documentation. Such changes to, new or additional Documentation may expand the rights granted to Customer under the Agreement and provide for new and/or additional functionality. Modifications or additions to the Documentation cannot limit Customer's previously granted rights, Supplier's obligations, remove functionality or negatively impact the Customer in any other way. Customer shall be entitled to make any number of copies of the Documentation at no additional charge.
- If the Agreement includes implementation services in respect of the Software or SaaS, the parties shall jointly identify the risks to the successful completion of the implementation of Services in an implementation plan.
- Supplier will ensure that the Services and Deliverables, including the Software and Standard Software, shall remain compatible with Customer's existing services, networks, systems, hardware, software and other resources and will not negatively impact or disrupt their operation. Further, Supplier shall as part of the Services ensure that the Software and Standard Software and none of the Services or other items provided to Customer by Supplier shall adversely affect any computer system in use by Customer.
- Supplier will periodically release updates to the Software and Services to solve defects and/or errors, to enhance functionality or operation of the Software or to keep up-to-date with market developments. Each new update is considered a Deliverable.
- Customer is not obliged to install an update or to move to a new version or releases. Supplier will continue to provide the Services set forth in the Agreement for such version or releases against the terms of the Agreement.
- Updates to Software will not negatively affect the agreed functionalities of the Software, Customer's use of the Software or Services nor require Customer to make substantial costs to continue the use thereof. All Customisations will continue to function after the update and will be available to Customer at no extra cost.

Article 8. SaaS

- Supplier shall permit access to the SaaS only through the authentication mechanisms approved in writing by Customer and only using access codes assigned to Customer. Unless otherwise requested by Customer, Supplier shall be responsible for assigning, disabling and otherwise administering Access Codes. Upon Customer's request, Supplier shall immediately disable all access codes for (in order to prevent access to the SaaS by) any individual designated by Customer.
- If Supplier removes or duplicates any features or functionality from the SaaS and subsequently offers those features or functionality in a new or different product (whether directly or indirectly or through a third party), then the SaaS shall be deemed to include at no additional charge (i) the portion of those new or different products that contain the original features or (ii) if those features cannot be separated out, all of such entire new or different products.
- If Supplier makes new features or functionality a compulsory or recommended element of the SaaS, Supplier shall not charge any additional fee for such new features or functionality.
- Customer may interface and use the SaaS with other software owned or licensed by Customer, so as to permit such other software to interoperate, whether by use of calls, exchange of data, link editing or otherwise. Supplier shall not obtain any ownership interest in such other software merely because it was interfaced or used with the SaaS or the systems used by Supplier.
- During the term of the Agreement, Supplier shall provide the support services in respect of the SaaS as detailed in the Agreement.
- Supplier represents, warrants and covenants that the Documentation shall describe fully and accurately the features and functions of the version(s) of the SaaS then in use by Customer well enough to allow a reasonably skilled user to effectively use all of its features and functions without assistance from Supplier.

Article 9. Warranties

- Supplier represents and warrants that the Services will be provided in accordance with the agreed upon specifications, all applicable laws and regulations and good industry practice, and without infringing upon any intellectual property rights.
- Supplier represents and warrants that each Product and Deliverable will be of good quality and free from any material inaccuracy or defect in design, materials and/or workmanship, comply with the agreed upon specifications, be in compliance with all applicable mandatory laws, regulations, certification requirements and agreed standards and not infringe upon any intellectual property rights. In addition, Supplier shall grant to Customer at least the same level of warranties as provided by the manufacturer of the Products to Supplier.
- Supplier represents and warrants that the Services and Software will not contain any virus, Trojan horse, self-replicating or other computer instructions that may, without Customer's consent: (a) alter, destroy, inhibit or discontinue your effective use of the Services or Software, or any of your resources; (b) erase, destroy, corrupt or modify any data, programs, materials or information used by you, including Customer Data; (c) store any data, programs, materials or information on your computers; or (d) bypass any internal or external security measure to obtain access to your resources.
- If Supplier has breached any of the warranties set forth in this article, except for the warranties with regard to Products for which the remedies are set out in the next paragraph, Supplier shall at its own expense, use its best endeavors to remedy such breach (to the extent such breach is capable of remedy) as soon as reasonably practicable, but in any event, within ten (10) days after receiving notice from Customer or such other period as parties may agree to in writing. This obligation to remedy shall be without prejudice to Customer's remedies under the Agreement or applicable law.
- If Products do not comply with any of the Product warranties set forth herein, Customer may elect to have the Products: (a) returned to Supplier for repair or replacement; (b) repaired or replaced at Customer's premises by Supplier or by a third party at Supplier's expense; or (c) returned to Supplier at Supplier's costs and expense in exchange for a full refund of the price paid under the Agreement.

Article 10. Personnel

- Supplier shall at all times ensure that it engages a sufficient number of appropriately trained and qualified personnel, to perform the Services in accordance with the Agreement.
- Supplier shall be solely responsible for the supervision, daily direction and control of the persons employed through Supplier. Persons employed through Supplier will not be deemed to be employees of Customer. Supplier shall indemnify Customer and keep Customer indemnified against all damage incurred arising out of or relating to the employment or termination of employment of any person who was or is employed through Supplier in providing the Services or any part of the Services.
- Supplier is responsible for payment of all compensation and other benefits, employer taxes relating to those persons and the withholding and paying of any income tax and for making any other deductions or contributions as required by law for them (including workers compensation and disability). Supplier shall indemnify Customer for any amounts payable by Customer as a result of Supplier's failure to comply with the foregoing.

Article 11. Changes

- If either party sees the need for or requires a change to the scope or timing of any activities to be carried under the Agreement, such party may request or recommend that change and propose an amendment to the Agreement by submitting a written change request detailing the proposed or requested change, the requested Amendment to the Agreement and/or the Services. If the change is proposed by Supplier, such proposal shall additionally include a description on how Supplier intends to accomplish the change, any financial consequences and any impact on the agreed delivery date(s) and/or milestones.
- Any modifications or changes to the Services under the Agreement will be effective only if and when laid down in a writing signed by both parties.
- If a change relates to Services or Deliverables other than Standard Software, then Supplier may only refuse to implement a change requested by Customer if the implementation of such change would cause unreasonable disruption of the execution of the Services according to the standards of reasonableness or fairness or if Supplier is not reasonably capable or knowledgeable to carry out the requested change. Supplier will in any event not refuse to implement changes that are needed to ensure that the Services and/or Deliverables, including the Standard Software, will continue to comply with applicable law.
- Within five (5) calendar days after Customer has submitted a change request, Supplier shall submit a specification to Customer of the consequences of the proposed change. If Supplier fails to submit a specification to Customer of the additional costs and any other consequences within this period, Supplier shall implement the change without further modification of the Agreement.
- Each party will bear its own cost of preparing, negotiating and entering into a change.

Article 12. Force Majeure

- If Supplier is prevented or delayed from performing any of its obligations under the Agreement by a Force majeure Event, then it shall notify Customer in writing without undue delay of such prevention or delay, its likely duration and the obligations the performance of which is affected.
- On giving such notice, Supplier will be excused from such performance to the extent caused by the relevant Force Majeure Event, for so long as that event continues and will be deemed not to be in breach of the Agreement to the extent that such breach is caused by such Force Majeure Event.
- Customer will be released from its payment obligations for as long as the Force Majeure Event continues, to the extent that provision of the Products, Services and/or Deliverables or Customer's use thereof is prevented by such Force Majeure Event. Supplier shall refund any prepaid amounts within thirty (30) days after the Force Majeure Event has ended or after the Agreement was terminated pursuant to paragraph 4 or 5 below.
- If an end date of the Force Majeure Event is not reasonably foreseeable, Supplier shall immediately notify Customer thereof and Customer may terminate ('*opzeggen*') the Agreement or any parts thereof by written notice with immediate effect, without being liable to pay any damages or costs.
- If a Force Majeure Event lasts for more two (2) weeks, Customer may terminate ('*opzeggen*') the Agreement or any parts thereof by written notice with immediate effect, without being liable to pay any damages and/or costs.

Article 13. Liability, indemnity and insurance

- Supplier shall be liable for any damages incurred by Customer and its Affiliates due to Supplier's breach of its obligations under the Agreement. The parties will adhere to the statutory arrangements in applicable law for determining the extent of the damages (Book 6, Title 1, Section 10 of the Dutch Civil Code).
- In the event that Supplier fails to remedy its breach within the reasonable time period specified by Customer in its written notice to Supplier, or if it becomes clear that Supplier will not do so, Customer may have a third party remedy any default in the Products, Services or Deliverables that were provided by Supplier. Supplier shall bear the costs thereof. In the event that Customer paid the relevant third party fees, Customer shall be entitled to set off those amounts against amounts invoiced by Supplier.
- Supplier shall indemnify Customer and hold Customer harmless from any and all losses, damages, costs and expenses (including reasonable legal fees) arising from:
 - third-party claims related to the Supplier's failure to meet its obligations under the Agreement or a wrongful act (tort) on the part of Supplier; and
 - claims from employees of Supplier or its subcontractors, including independent contractors;
 - any fines imposed on Customer due to Supplier's non-compliance with applicable law;
 - any damage caused by Supplier to third-party property.
- Except when caused by gross negligence or wilful misconduct, neither party will be liable for any loss of profits, loss of anticipated savings (excluding costs related to repairs by a third party), or damage to reputation.
- Any penalties agreed between the parties, which may include service level credits, shall be without prejudice to any right or remedy of Customer under the Agreement or applicable law, including the right to claim compensation of damages and the right to terminate the Agreement pursuant to the terms thereof.
- Supplier will take out, and will ensure that its subcontractors will take out, adequate insurance with reputable insurers, to cover each of its liabilities under the Agreement, and will maintain these for the duration of the Agreement and two (2) years thereafter. The insurance policies must in any case cover general, product and professional liability, each up to € 2,500,000 per event. Upon Customer's request, Supplier shall demonstrate that it complies with the requirements set out in this article 13.

Article 14. Intellectual property

- All intellectual property rights existing prior to the Agreement will belong to the party that owned such rights immediately prior to effective date of the Agreement. Neither party shall transfer by implementation of the Agreement any such pre-existing intellectual property rights.
- Unless explicitly agreed otherwise in the Agreement, Customer owns all the intellectual property rights created or developed for Customer under the Agreement, in a Deliverable or otherwise, including Customizations. By signing the Agreement, Supplier assigns and transfers the intellectual property rights to the Customer in advance, and Customer accepts such transfer. To the maximum extent possible under applicable law, Supplier waives any and all moral or personal rights in relation to such intellectual property rights. Supplier acknowledges that it will not be entitled to any additional compensation in relation to such transfer of intellectual property rights and waives any rights to compensation other than the charges due to Supplier as set out in the Agreement. At Customer's request, Supplier will execute such additional documents as are necessary to effectuate the legal transfer to Customer and/or registration in Customer's name of intellectual property rights developed by Supplier under the Agreement. Supplier shall have the non-exclusive, revocable right to use for an indefinite period strictly for internal business purposes any such intellectual property rights that has transferred to Customer, excluding the right to share or sub-license such intellectual property rights with other clients of Supplier.
- All intellectual property rights in the Customer Data shall belong to Customer or its licensors. Customer hereby grants to Supplier a limited license to use Customer Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Customer Data only to the extent necessary in the provision of the Services.
- Supplier or any third party licensor of Standard Software will retain all intellectual property rights in the Standard Software.
- Supplier hereby grants to Customer, exercisable by and through its Authorized Users, a nonexclusive, royalty-free, irrevocable (except as provided in the Agreement) right and license during the term of the Agreement and such additional periods, if any, to:
 - access and use the Standard Software, including in operation with other software, hardware, systems, networks and services, for Customer's business purposes, including for processing Customer Data and including the right to use all new versions, releases and updates of the Standard Software during the term of the Agreement;
 - prepare, reproduce, print, download and use a reasonable number of copies of the specifications and Documentation for any use of the Services under the Agreement; and
 - access and use the Services and Software for all such non-production uses and applications as may be necessary or useful for the effective use of the Standard Software under the Agreement, including for purposes of analysis, development, configuration, integration,

testing, training, maintenance, support and repair, which access and use will be without charge.

6. Customer will not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Standard Software available to any third party, except as expressly permitted by the Agreement; or (b) use or authorize the use of the Services in any manner or for any purpose that is unlawful under applicable law.
7. Supplier shall indemnify Customer, its Affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims alleging that Customer's use or possession of the Products, Deliverables or the Services or Supplier's provision thereof infringes the intellectual property rights of a third party, except to the extent that any such claims are directly caused by:
 - a) a breach by Customer of the terms of the Agreement;
 - b) any modification not made by or on behalf of Supplier; or
 - c) use of the relevant Products, Deliverables or Services for a purpose not intended by the Agreement.
8. If any (item used by Supplier to provide the) Services or the Software becomes, or in Supplier's reasonable opinion is likely to become, the subject of an infringement claim, Supplier shall, in addition to indemnifying Customer and to the other rights Customer may have under the Agreement:
 - a) secure the right for Customer to continue to use the item; or
 - b) if (a) cannot be accomplished using reasonable efforts and at reasonable costs, replace or modify the item to make it non-infringing or without misappropriation, provided that any such replacement or modification will not degrade the performance or quality of the affected component of the Services; or
 - c) if neither of (a) nor (b) can be accomplished by Supplier using reasonable efforts, remove the item from the Services, in which case the charges shall be equitably adjusted to reflect such removal.

Article 15. Data protection and security

1. Supplier shall comply with all requirements set by legislation concerning personal data and the processing thereof, such as the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, "GDPR") and the Dutch Data Protection Implementation Act ("UAVG"), the Dutch Network and Information Systems Security Act ("Wbni") and other applicable legislation.
2. If Supplier processes personal data on behalf of Customer in the performance of its obligations under the Agreement, the parties will enter into Customer's data processing agreement and supplier shall comply with the obligations set out therein.
3. Supplier shall not transfer, store or process (which includes making accessible) personal data for which Customer is the controller outside the UK or European Economic Area without Customer's prior written consent.
4. Supplier is responsible for the information security aspects of the Services and for implementing appropriate technical and organizational measures to ensure confidentiality, integrity and availability of all Customer Data, including personal data, processed under the Agreement. Supplier shall in relation to the Services:
 - a) comply with generally accepted security standards and provide its Services in accordance with good industry practice regarding security standards and shall from time to time provide Customer with suggestions as to how Customer can improve information security aspects related to its receipt of the Services;
 - b) implement and operate monitoring and reporting procedures in accordance with generally accepted international security standards, including the use of up-to-date security anti-virus software.
5. Unless otherwise agreed, Supplier will maintain a ISO 27001, ISAE 3402 Type 2 and/or SOC2 Type 2 certification during the term of the Agreement.
6. If the security, confidentiality or integrity of Customer Data or the physical, technical, administrative or organizational safeguards put in place by Supplier that relate to the protection of the security, confidentiality, or integrity of Customer Data, have been compromised or are suspected to be compromised, Supplier shall, as applicable:
 - a) promptly notify Customer, and in any case within twenty-four (24) hours of becoming aware thereof;
 - b) cooperate with Customer in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Customer;
 - c) perform or take any other actions that are required to (continue to) comply with applicable law following the occurrence;
 - d) indemnify, defend, and hold harmless Customer for any and all claims, including reasonable legal costs and expenses;
 - e) be responsible for recreating lost Customer Data in the manner requested by Customer without charge to Customer; and
 - f) provide to Customer a detailed plan within ten (10) days of the occurrence describing the measures Supplier will undertake to prevent a future occurrence.

Article 16. Business continuity

1. Supplier shall have adequate facilities and procedures in place, including contingency and disaster recovery plans, to ensure the continuity of Customer's business processes in case of disasters at the Supplier's or its subcontractor's premises or events that may otherwise affect the Software or the Services.
2. As part of the Services, Supplier is responsible for maintaining a backup of Customer Data and for an orderly recovery of such data within four (4) hours if the Services are interrupted. Supplier shall store a daily backup of the Customer Data at an off-site "hardened" facility.

Article 17. Confidentiality

1. Each party shall maintain confidentiality of all confidential information that is shared by or obtained from the other party and will only share such information with those of its Affiliates, personnel, (sub)contractors or advisors that have a need to know with regard to such confidential information for fulfilling such party's obligations under the Agreement. For the purpose of this article 17, confidential information includes any information of a confidential or proprietary nature, whether of commercial, financial or technical nature, and irrespective of whether such information is marked or identified as confidential or not; including but not limited to information regarding the business, products, customers, suppliers or pricing of a party hereto (including proposed or anticipated products, customers, suppliers or pricing), business secrets, data (including personal data), records, plans, reports, know how, experience, drawings, designs, circuit diagrams, flow charts, computer programs and all other information which relates to any of the parties, project, application or matter contemplated by the Agreement and which might reasonably be of commercial interest to either Party.
2. The following information is not deemed confidential information: (a) information that the receiving party can satisfactorily demonstrate is or has become generally available to the public other than through unauthorised disclosure; (b) information that was already lawfully in the possession of the receiving party without any obligation of confidentiality, before the information was disclosed to it by or on behalf of the other party, as evidenced by written records; and (c) information independently developed by either party.
3. Each party shall ensure that its personnel and (sub)contractors involved in the provision of Products or Services or in fulfilling any other obligation under the Agreement adhere to and are bound in writing by the same confidentiality obligations as included in this article.
4. Supplier agrees and acknowledges that the confidential information of Customer, including Customer Data, qualifies as trade secrets under Article 39 TRIPs and under Directive 2016/943 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure, and its implementation legislation, and more specifically that such confidential information has commercial value because it is secret and is subject to reasonable steps to keep it secret, including but not limited to the confidentiality obligations set out in these IT Purchasing Conditions and the Agreement.
5. The parties shall not refer to the other party, the other party's Affiliates, the Agreement or the Products or Services provided thereunder in any marketing materials, press releases or other external communications, without the express prior written consent of the other Party thereto.

Article 18. Termination

1. Customer may terminate ('ontbinden') the Agreement, in whole or in part, if Supplier fails to perform any of its obligations under the Agreement, that is capable of being remedied, and has not corrected the failure after receiving a default notice from Customer within the reasonable time limit set out therein.
2. Customer may terminate ('ontbinden') the Agreement, in whole or in part, effective immediately, by written notice, if a) Supplier fails to perform a material contractual obligation that is incapable of being remedied; b) Supplier, or its guarantor or the natural person or legal entity providing security in connection with Supplier's obligations under the Agreement, is facing bankruptcy, (temporary) suspension of payments, (partial) liquidation or is placed under legal restraint; c) Supplier fully or partially transfers its company or the control thereof or ceases its business operations; or d) if a prejudgment attachment or attachment under execution is levied against Supplier.
3. Upon termination, all claims that Customer and its Affiliates have on Supplier, shall immediately become due and payable in full.
4. Customer may terminate ('opzeggen') the Agreement at any time without observing any notice period or stating reasons. In case of termination pursuant to this article 18.4, Customer's sole obligation is to pay Supplier a fair and reasonable compensation for work in progress, that will consist of a prorated portion of the charges for (the status of) the Services, Deliverables and/or Products at the termination effective date, increased by any reasonably incurred costs that are not included in the aforementioned amount.
5. Upon termination of the Agreement or upon Customer's first request (whichever is the earlier), Supplier shall at the option of Customer either (a) return all confidential information, including Customer Data, to Customer, including all copies, samples and extracts of and all other physical media containing the confidential information and Customer Data, or (b) delete or destroy all physical and electronic data containing confidential information and Customer Data; except that the legal department of Supplier may retain one copy in a confidential file for regulatory or compliance purposes and/or for the purpose of verifying compliance with the Agreement, in which case such confidential information shall continue to be subject to the confidentiality provisions of the Agreement. If so requested by Customer, Supplier shall confirm its compliance with these requirements.
6. In case of termination or expiration of the Agreement, Supplier shall upon Customer's request provide Customer all assistance to facilitate the orderly migration and transfer of the Services to Customer or a third party nominated by Customer. The terms of the Agreement shall apply to any such termination assistance provided by Supplier and Supplier shall be entitled to charge reasonable fees for such termination assistance, calculated on the basis of the agreed fees.

Article 19. Assignment and subcontracting

1. Supplier shall not assign, pledge or otherwise transfer any of its rights or obligations under the Agreement in whole or in part to a third party without Customer's prior written consent. Transferability of claims is excluded based on Section 3:83(2) of the Dutch Civil Code, and shall therefore have property law effect ('goederenrechtelijke werking').
2. Customer is entitled to assign its rights and obligations under the Agreement to an Affiliate without Supplier's approval.
3. Supplier shall not subcontract the performance of any of its obligations under the Agreement to any third party without Customer's prior written consent. Supplier will remain fully responsible for the performance of its obligations under the Agreement and acts and omissions of subcontractors will be deemed acts and omissions of Supplier.

Article 20. Compliance

1. Supplier shall comply with all applicable laws and regulations that apply to Supplier and any of its obligations under the Agreement, including all applicable legal requirements related to work conditions and occupational health and safety, and shall take all reasonable measures to ensure and do nothing to prejudice Customer's its Affiliates' compliance with applicable laws and regulations when using the Products, Services and Deliverables provided under the Agreement.
2. Supplier warrants compliance within its company with the BAM Business Principles, or at least equivalent principles. Supplier shall observe the core values and rules of conduct as laid down in BAM's Vendor Code of Conduct. The BAM Business Principles and the Vendor Code of Conduct can be found on <http://www.bam.com>.
3. Supplier warrants compliance with the following international standards and guidelines: the Universal Declaration of Human Rights, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises, the ILO Declaration on Fundamental Principles and Rights at Work, and, if applicable, the ILO Tripartite Declaration of Principles on Multinational Enterprises and Social Policy (MNE Declaration).
4. Whenever persons employed through Supplier are at Customer's premises, Supplier shall be responsible for ensuring that such persons comply with all relevant policies of Customer.
5. Supplier guarantees vis-à-vis the Customer that it shall ensure that its own contractors shall comply with the BAM Business Principles, observe the Vendor Code of Conduct and comply with the international standards on Human Rights. Supplier shall impose the obligations set out in this article in writing on its subcontractors, and require such subcontractor to impose the same in writing on their respective subcontractors.

Article 21. Audits

1. Supplier shall permit, and shall procure that its subcontractors shall permit, Customer and its internal and external auditors, access to Supplier's and its subcontractors' facilities, personnel and information to perform an audit of Supplier's and its subcontractors' records, the system and the service delivery locations to verify Supplier's compliance with its obligations under the Agreement, including but not limited to the obligations set out under article 6 (Pricing, payment and invoicing), article 15 (Data protection and security) and article 20 (Compliance).
2. Supplier shall immediately direct all enquiries from a regulator or any other governmental authority relating to the Agreement to Customer. Without prejudice to the foregoing, in answering to any enquiry or request from a regulator or other any governmental authority relating to Customer, Supplier shall act in the best interest of Customer, dispute the necessity of providing information or access where reasonable and not provide more access or information than required.
3. At the request of Customer, Supplier shall, and shall procure that each of its subcontractors shall, provide all such assistance and cooperation as may be reasonably requested, including providing any information or documentation reasonably requested, permitting (the representatives of) a regulator or any other governmental authority access to Supplier's and the subcontractors' premises, equipment, facilities, information and personnel as is necessary for the purposes of conducting the audit. Supplier shall, and shall procure that each of its subcontractors shall, permit (the representatives of) such regulator or other governmental authority to take copies of such records as are necessary for that purpose.
4. During the term of the Agreement and for two (2) years after its expiry or termination, Supplier shall retain complete records and supporting documentation and other relevant information related to the Agreement to enable Customer and a regulator or any other governmental authority to fully perform audits.

Article 22. Dispute resolution and governing law

1. All disputes between the parties arising out of or in connection with the Agreement and/or any subsequent contracts resulting therefrom, that cannot be settled amicably, shall be submitted exclusively to the competent courts in Amsterdam, the Netherlands. Upon Customer's request, Supplier will continue to fulfill its obligations under the Agreement during dispute resolution in accordance with the instructions of Customer.
2. The Agreement, any dispute and any non-contractual obligations arising out of or in connection with the Agreement are governed by Dutch law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.