

**GENERAL CONDITIONS FOR THE PROCUREMENT OF
SOFTWARE AND/OR ICT SERVICES OR PRODUCTS BY LANDAL GREENPARKS**

1. Definitions and applicability

- 1.1 These general terms and conditions (hereafter referred to as "General Terms and Conditions") apply to all legal relationships (including Orders, Commissions, Agreements and external and pre-contractual relationships) between Landal GreenParks BV, including its affiliated companies and bungalow parks as well as other companies managed and/or owned by Landal (hereinafter referred to as "Landal") and the Contractor for the purpose of the purchase and/or delivery of Hardware, Software and/or Services (as defined in article 1.2). Affiliated companies are defined as all (current and future) parent, subsidiary and sister companies of Landal GreenParks B.V.
- 1.2 In these General Terms and Conditions, the terms below shall have the following meanings:
- a) Services: all work (in any form and under any title) relating to information and/or communication technology carried out by the Contractor for or on behalf of Landal, either in connection with or separate from the delivery of Software;
 - b) Defect: any deviation from the Specification, any breach of a guarantee and any other event of incorrect operation of the Software and/or Hardware or any other shortcoming in that framework, or any otherwise incorrect and/or untimely executed Service. (A defect does not have to be reproducible to be considered a Defect);
 - c) Hardware: equipment and other items such as PCs, servers, printers, telephones, routers and modems, including user manuals and further documentation;
 - d) Licence: a right of use and the associated rights (for Software) as described in article 26.1 et seq.;
 - e) Contractor: any natural or legal person from whom Landal orders Hardware, Software and/or Services and/or with whom discussions or negotiations are conducted for the conclusion of an Agreement;
 - f) Maintenance: all support and all other activities carried out by the Contractor that are required to rectify shortcomings or Defects in the Software, implement Updates, ensure the Software is compliant with changes in legislation or in the Landal organisation and implement other corrective or preventive measures required by Landal and to which Landal is entitled pursuant to the law or the Agreement (and which do not fall under the warranties), all the above as further specified in the Contract where relevant;
 - g) Delivery: the time and the manner in which the Contractor is to provide any performance pursuant to the Agreement;
 - h) Order: any order to the Contractor for the delivery of Hardware and/or Software and/or for the performance of Services in any form whatsoever;
 - i) Agreement: any agreement entered into with the Contractor, as well any amendment or addition thereto or any further agreements, and all (legal) acts required for preparation for and/or performance under the agreement;
 - j) Software: the computer software delivered to Landal by the Contractor, including (when applicable) system or operating software, operating systems, links/interfaces, compilers (development aids), auxiliary software and applications, as well as any computer software the Contractor is required to deliver to Landal or provide or develop on behalf of Landal whether or not as a component of or in relation to Services and/or Hardware, and including all new versions and upgrades of the software thereof;
 - k) Specification: the description of the Hardware, Software or Services ordered from the Contractor as stated or referred to in the Order or the Agreement. In the absence of any such description, the customary description employed by the parties and (in its absence) the customary description employed in the sector shall be deemed to constitute the description and specification;
 - l) Updates: all decimal point releases (i.e. from 1.2 to 1.3, but not from 1.0 to 2.0), temporary solutions, patches, secondary releases, bug fixes, reconstructions or (other) solutions for Defects in the Software;
 - m) Upgrades: any new versions of the Software that provide an actual new functionality for the Software (and are designated as such, for example from version 1.0 to 2.0, but not from 1.2 to 1.3); and
 - n) Virus: any virus, worm, Trojan horse, time bomb, logic bomb or other extraneous element not provided for in a Specification and which could be present in the Software or could damage the Software at any time, and which could provide access to, modify or impair the use of the Software, software data or data related to or accessed through the Software, or any such element which, in Landal's reasonable opinion, could exert an undesirable influence.
- 1.3 Excepted as otherwise (and to the extent) agreed under other Landal general terms and conditions or separate agreements upon performance, these Terms and Conditions constitute part of all Agreements and shall govern all other acts and legal acts between Landal and the Contractor, including (legal) acts that do not result in or are not related to the conclusion of an Agreement.
- 1.4 The General Terms and Conditions of the Contractor do not apply, and are hereby specifically rejected by Landal.
- 1.5 Suppliers who have been contracted once on the basis of these General Terms and Conditions are deemed to have tacitly agreed to be bound by these General Terms and Conditions under any subsequent legal relationships with Landal.
- 1.6 Amendments and additions to any provision in an Agreement and/or the Terms and Conditions shall be valid if agreed in writing.
- 1.7 Any such agreed amendment and/or addition shall be applicable solely to the relevant Agreement.
- 1.8 Stipulations from these General Terms and Conditions do not apply insofar as they may be in conflict with applicable mandatory law. Should any stipulation of these General Terms and Conditions be declared void or otherwise unenforceable, all other stipulations in these General Terms and Conditions and Agreement shall remain binding and valid.

2. Order and acceptance

- 2.1 All Orders from Landal are non-binding. To the extent that the Contractor – in derogation from the provisions of the first sentence of this paragraph of the Article – accepts a binding offer from Landal with variances of minor importance, then those variances are not included in the Agreement, and the Agreement is concluded in accordance with Landal's offer.
- 2.2 Landal is entitled to dissolve an Agreement, without any obligation to pay any compensation, by issuing a written notification to that effect to the Contractor within two working days of receipt of the Contractor's acceptance of Landal's Order.
- 2.3 Any agreement Landal issues to the Contractor shall be signed for approval and returned within seven working days. In the event Landal does not receive a correctly-signed agreement within twelve working days, Landal is entitled to adopt the standpoint that no legally valid agreement has been concluded.
- 2.4 Special offers and prices issued by the Contractor shall be set and binding and can no longer be adjusted before or after the Order unless they relate to an (extra) discount granted by the Contractor (where relevant, in the interim).
- 2.5 If the Parties have agreed to a specific duration of the Agreement or Licence, the fees agreed to under that Agreement may not increase significantly even after the expiration thereof and/or in the event of a possible extension. The Contractor is only allowed to charge a price increase in accordance with the current price index (CPI) for all households, and such increase may only be made in accordance with the increase of the aforementioned index compared to the previous year. This article shall remain explicitly applicable even after the end of the current Agreement.

3. Prices, VAT, payment and settlement

- 3.1 The prices stated in the Order or the Agreement shall be fixed for the duration of the Agreement (including any renewals thereof), expressed in Euros and net of turnover tax.
- 3.2 The prices of Services always include all travel and accommodation costs, and any other costs. The prices of all Hardware, Software and Services also include the cost of all preparatory and other work required to comply with the requirements imposed by Landal, the descriptions and the Specifications.
- 3.3 The Contractor indemnifies Landal against any expenses and losses incurred by Landal in the event:
- 3.4 the Contractor is not properly registered for turnover tax in a relevant EU Member State; and/or
- 3.5 the Contractor provides incorrect or untimely information to Landal and/or the VAT authorities in a relevant EU Member State or has failed to submit said information in time.
- 3.6 Landal shall not owe payment until after the complete and correct execution of the Order and its acceptance pursuant to the provisions of article 8. Landal shall settle the invoice (issued per the Article above) within thirty days after the receipt of the invoice. The invoice shall include at least a specification of the goods or services delivered, the quantity thereof and the Order number. In the event Landal fails to settle an invoice by its due date, Landal shall owe interest on the outstanding amount equal to the statutory interest as referred to in Article 6:119 of the Dutch Civil Code, after receipt of a written demand for payment that states a reasonable term for payment. Previous invoices and/or payments thereof by Landal do not affect the above. Therefore, Landal remains entitled to postpone payment or recover payments made in absence of complete and correct execution, and/or if execution is not accepted by Landal.
- 3.7 The Contractor shall not transfer its obligations hereunder to any third party unless Landal has given its prior written permission thereto.
- 3.8 Landal is entitled to deduct any amounts receivable from the Contractor (for whatever reason and whether or not due and payable) from any amounts owed by Landal to the Contractor.
- 3.9 Landal is entitled, without prejudice to other rights thereof, to charge the Contractor reasonable judicial and extrajudicial costs, including the attorney's fees, reasonably incurred or to be incurred by Landal in the collection of any amount owed by the Contractor or in as part of its efforts to ensure the Contractor's compliance with its obligations.

4. Timely performance and delay

- 4.1 The performance of Orders within their agreed term, or as defined under Articles 5 or 8, is of essential importance to Landal. The Contractor shall be immediately in default in case it fails to deliver the goods and/or services within the terms agreed with Landal. Any penalty or discount agreed in such instances is without prejudice to Landal's other rights, including the right to demand compliance and to full compensation from the Contractor without any deduction of the aforementioned penalty from the compensation.
- 4.2 The term for an Agreement begins on the date on which the Contractor has accepted the Order or – when later – the date on which the Contractor has received the information, models, materials or other aids to be supplied by Landal that the Contractor has notified Landal as being absolutely essential for the Contractor to be able to begin working on the Order.
- 4.3 Landal shall be entitled to postpone the delivery of Software and/or the performance of Services Landal has ordered for a maximum of sixty calendar days by issuing a written notification to the Contractor notifying it of said postponement, unless postponement would evidently be unreasonable in view of the circumstances.

5. Performance and contract variations

- 5.1 The Contractor is required to perform the Order with due observance of the provisions in the Agreement, these General Terms and Conditions and the Specification, and with due observance of the requirements of excellent workmanship.
- 5.2 The Contractor, in its own behalf and on behalf of its personnel and any third parties subcontracted by it who work on Landal properties and Landal buildings, undertakes to behave in accordance with prevailing regulations, codes of conduct and industry standards, including issues such as security, safety, health, data protection, protection and security of personal information, privacy and ICT facilities, further undertaking to comply with all instructions issued and signed or arranged for the signing of all necessary representations.
- 5.3 Landal shall be entitled to amend the Specifications prior to or during the performance of the Order, or to require the delivery of extra Hardware, Software and/or the expansion of the Services after the performance of the Order.
- 5.4 Article 7:402, paragraph 2 of the Dutch Civil Code is not applicable hereto.
- 5.5 The Contractor hereby declares that, to the extent that it is technically capable of doing so, it is willing to perform the amended Order and/or deliver the Hardware, Software and/or Services as referred to in paragraph 2 and under the same terms and conditions.
- 5.6 Ownership of and the risks inherent to any delivered Hardware shall only be transferred to Landal after it has been delivered to an authorised representative of Landal and assembled or installed as necessary. Hardware shall be delivered free of charge, including the rights thereto (DDP), in accordance with Incoterms 2010, at the address indicated by Landal. The Contractor shall bear the risk of any damage or loss of the ordered Hardware until its acceptance in accordance with these General Terms and Conditions.
- 5.7 An amendment that results in a demonstrable reduction of the Contractor's required performance shall give cause to a correction for the reduced amount of work involved.
- 5.8 An amendment as referred to in paragraph 2 that results in a demonstrable increase in or expansion of the performance required from the Contractor pursuant to the Contract shall give cause to an increase in payment to the Contractor for the additional work involved. Additional work does not include any extra work that the Contractor could and should have foreseen when the Order was accepted. When the Contractor is of the opinion that it is entitled to payment for additional work, then it shall not begin said work until it has submitted a quote specifying the scope of the additional work arising from the amendment and the associated costs thereof for Landal. Failure to do so may result in forfeiture of the Contractor's rights. The Contractor shall not begin any additional work until Landal has issued the Contractor a written and explicit request to carry out said additional work.
- 5.9 In the event of any additional work or reduction in work, the date for the delivery of the Hardware, Software and/or the provision of Services shall be adjusted accordingly.
- 5.10 If the parties are unable to reach an agreement on the price and/or terms for the contract variations above (i.e. reduced and/or additional work), this shall be regarded as a dispute as referred to in Article 29.4. Pending the decision of such dispute, the Contractor, if Landal so wishes, is provisionally required to execute the Order in accordance with the Specification and further instructions as modified by Landal, in which case it may request security from Landal within two weeks to guarantee the difference between the price the Contractor believes to be entitled to and the amount that Landal wishes to pay.

6. Quality assurance and warranty

- 6.1 The Contractor shall have in place a quality assurance system governing the development, delivery and maintenance of Software which complies with the requirements of ISO-25010 or an equivalent standard.
- 6.2 With regard to information security (management), the Contractor shall conform and comply with the information security standard determined in ISO 27001 and ISO 27002.

- 6.3 The Contractor guarantees that it is authorised to transfer the intellectual property rights of the Software to Landal without any reservation and without any third-party rights or, when it has expressly been agreed in writing that the rights shall not be transferred to Landal, to grant Landal a licence therefor that, unless otherwise agreed in writing, shall be a perpetual licence, not susceptible to termination by the Contractor and without imposing any restriction on Landal's use thereof.
- 6.4 The Contractor guarantees that the Hardware, Software and Services are of good quality and suitable for the purpose for which Landal ordered it from the Contractor or for the purposes of which the Contractor is or should be aware. In this context, the Contractor shall ensure that the Software has a so-called layered structure of access whereby the access right may simply be set per user or per group of users. In addition, the Contractor shall ensure automatic recording of user activities, exceptions and information security events (logging).
- 6.5 The Contractor guarantees that, in order to determine the actual and intended use of the Software by Landal, it has fully acquainted itself with a) the organisation of Landal GreenParks and b) the objectives set out in the Agreement entered into by the Contractor.
- 6.6 The Contractor guarantees that it has sufficiently familiarised itself with Landal's requirements relating to the Hardware, Software and Services, and the purposes for which they are intended.
- 6.7 The Contractor is not entitled, without prior written approval from Landal, to implement so-called open source software in the Software or include it as part of the Software. If the Contractor intends to use or implement open-source software, the Contractor must inform Landal in advance in writing. The Contractor must indicate in writing what the consequences are of this use of open-source software, including any limitations in the underlying licences, as well as the possible existence of patents, fees and obligations to make the created software and/or source code public again. The Contractor may only use or implement open source software if Landal has been fully informed and, on this basis, has given its written consent to said use of implementation.
- 6.8 The Contractor guarantees that the Software and Services will always comply with applicable laws and regulations and expected developments in that area, taking into account the characteristics and locations of the Landal GreenParks organisation. The Contractor shall provide timely Updates and/or Upgrades free of charge. This shall occur in such a way that Landal will always fully and timely comply with applicable laws and regulations.
- 6.9 Furthermore, the Contractor shall ensure that the Software complies with the functions and possibilities described in its documentation as well as those functions and possibilities that have been shown during any demonstration to Landal. If certain functions or options have limited availability, or are only available for an additional fee, the Contractor must make this known immediately and explicitly.
- 6.10 The Contractor guarantees that the Software does not contain any Virus and that any Maintenance performed on the Software shall not result in the introduction of a Virus into the Software or any associated software and/or hardware and/or data carriers. This warranty is not applicable to the extent that the Contractor can demonstrate that Landal bears responsibility for the introduction of the Virus, with reasonable regard for the circumstances. Upon the discovery of a Virus, the Contractor shall issue a prompt notification to Landal of the (potential) presence of a Virus and shall do everything within its power to avoid or solve problems arising from the presence of the Virus.
- 6.11 The Contractor shall not introduce or activate a code (time bomb or logic bomb) or otherwise perform acts or omissions aimed at making the use of Software by Landal impossible, or restrict or (otherwise) affect this in any way.
- 6.12 The Contractor guarantees that its provided Services are sound. This warranty encompasses at least that:
- the Services and the results thereof are suitable to meet the objective of the Order, to the extent that the Contractor was made aware of or could have been aware of said objective;
 - the content, description, quality and outcome from the Services and results thereof fully complies with the Specifications and conform to what Landal may reasonably expect therefrom;
 - the Services shall not cause unscheduled or unnecessary disruptions to Landal's business operations;
 - all national and international regulations governing the Services shall be complied with in full;
 - the Services and results thereof shall also comply with any requirements that may reasonable to be imposed thereon.
- 6.13 When so requested by Landal, the Contractor shall promptly, immediately and fully rectify, at its own expense, any Defects that arise within one year after the delivery of the Software and Services, which rectification shall be without prejudice to Landal's right to compensation for costs, losses and interest.
- 6.14 A new warranty period as referred to in Article 9 shall begin to count following the rectification of Defects.
- 6.15 If necessary to protect the safety of persons and/or the progress of the work, Landal is entitled to carry out or arrange for temporary repairs and/or to call in alternative service providers, at the Contractor's expense. The Contractor shall be entitled to refuse payment of compensation to Landal for costs, provided that it can demonstrate that it did not receive timely notification of the relevant Defects and that, had it received such timely notification, the Defects would have been rectified within at least the same time.
- 6.16 If the execution of the Order requires the Contractor to create or develop drawings, models, documents, forms, inventions and/or other (graphic) material or software or (other) works of literature, science or art, these shall become the property of Landal. The same applies to industrial and intellectual property rights, including, but not limited to, copyrights, design rights, trademark rights and patents. The Contractor shall provide these to Landal in the form required by Landal and at Landal's first request.
- 7. Pre-delivery inspection**
- 7.1 Landal is at all times entitled to assess or test the Software and the results of the Services it has ordered prior to their delivery. The Contractor shall offer Landal, or the experts designated thereby, the opportunity to do so, without restriction, and shall offer the necessary facilities and assistance.
- 7.2 Landal shall notify Contractor with reasonable advance of any tests to be carried out by Landal. The Contractor shall be entitled to attend these tests or designate an expert who shall attend the tests.
- 7.3 The Contractor shall always be fully liable for the correct performance of the Order, irrespective of whether Landal has exercised its rights pursuant to the two previous paragraphs of this Articles, irrespective of the outcome of the aforementioned inspections and tests, and irrespective of any information about those inspections and tests that Landal does or does not share with the Contractor.
- 7.4 The Contractor shall, unless otherwise agreed in writing, ensure the successful implementation of the Software and/or Service at Landal. Successful implementation occurs when the Software/Service in question is completely functional and accepted by Landal GreenParks in accordance with its requirements and set up according to the wishes and requirements of Landal, and with due observance of the other stipulations in the Agreement and these General Terms and Conditions. A successful implementation shall only be deemed to have occurred if the Software/Service meets the Landal organisation's intended use thereof and the employees of the Landal organisation are able to use and set up the solution completely independently.
- 8. Inspection and rectification**
- 8.1 Landal shall subject the Software or Services it has ordered to acceptance testing within a reasonable timeframe after the delivery or implementation thereof.
- 8.2 Acceptance has no significance beyond Landal's provisional assessment that the outward appearance of the Software or the visual result of the Services is in compliance with the Order. Acceptance is, in particular, without prejudice to Landal's later right to claim non-compliance by the Contractor with its warranty obligations or with any other obligations assumed towards Landal.
- 8.3 Should Landal reject the Software and/or Services, or subsequently arrive, in its reasonable opinion, that those do not comply with the requirements pursuant to this Agreement and Order, then Landal may, without prejudice to its other rights, offer the Contractor an opportunity to remedy and/or rectify the shortcomings

and/or Defects that have been revealed promptly when so requested and at the Contractor's expense and risk. The Contractor shall also bear the associated costs, including dismantling, transportation and reassembly costs. Landal shall, in reasonableness and after consultation, decide the term within which the Defects and/or shortcomings are to be remedied and/or rectified. Such rectification shall, in reasonableness and as determined by Landal, either be carried out at the delivery address or at another location.

- 8.4 If Landal reasonably concludes that the replacement or improvement of the Software and/or Services as referred to in Article 9.3 is not feasible or the Contractor fails to comply with the request as referred to in Article 9.3 within the deadline specified by Landal, then the Contractor shall be required to immediately reimburse all payments it has received from Landal, and shall not be entitled to deduct the amount from any claims or alleged claims against Landal for any future payments. Landal shall then be entitled to charge (or arrange for all acts required to charge) the Contractor for the associated costs, including the extra costs reasonably incurred by Landal in procuring replacement Software and/or Services.

9. Software Maintenance

- 9.1 The Contractor shall provide Maintenance to Landal, which shall determine in due time whether this is to be performed onsite or at a remote location.

Maintenance includes:

- (a) providing support;
- (b) resolving Defects;
- (c) launching new versions and/or releases to rectify faults, increase and/or improve the functionality and/or performance and/or modify the Software so that it is suitable for use in (partially) new equipment, and/or operating software (releases or versions) and/or ensure the Software and any associated Services (i.e. processing) comply with any (future) laws and regulations.

- 9.2 Landal has the right, but not the obligation, to purchase all new versions or releases of the Software, and the Contractor guarantees that it is in a position to carry out (and to continue to carry out) Maintenance relating to every new version or release of the Software for a period of three years after a new version or release of the Software has been made available.

- 9.3 All Maintenance shall be available within the determined periods.

- 9.4 If the Software exhibits a Priority 1 or 2 Defect, Landal may also decide to have the Contractor carry out remote Maintenance. Landal shall then take the steps required to grant the Contractor access to the system in accordance with customary Landal procedures. The Contractor shall comply with Landal's regulations and procedures and shall keep Landal fully informed of its activities.

- 9.5 The Contractor shall implement all the measures required to protect Landal from unauthorised access and/or any other abuse of its systems or Landal's system. The Contractor guarantees, in particular, that no Virus shall be transferred to or gain access to Landal's network, system software or databases, and that Landal's rights to remote Maintenance shall not be impaired or infringed.

- 9.6 Any modifications of and/or additions to the Software, issued either in the form of Updates/Upgrades or otherwise, may not limit the performance and/or the applications or potential applications of any of the Software, the programs and interfaces associated with the Software, the hardware on which the Software is installed and/or the files or data stored thereon. Upon Landal's request, the Contractor shall confirm that the Updates and/or Upgrades issued by the Contractor are compatible with the hardware, peripherals, operating system software, interfaces, software (including the systems in use at Landal) and/or files used by Landal or, when applicable, that this compatibility can be achieved with the use of conversion software issued by the Contractor. The Contractor guarantees, to the extent not otherwise agreed in writing, that the Software can be run on new generally available hardware or on new versions of the operating system software no later than four months after these are made available, with the same functionality and performance as previously provided.

- 9.7 The Contractor guarantees that Software, the relevant Services and processing operations comply with new applicable legislation, at the latest at the time that this legislation becomes enforceable, with at least the same functionality and performance as before. If and insofar as any necessary adjustments must be made exclusively and explicitly for the benefit of Landal, the Parties may agree to an additional compensation for the work in question. This compensation shall be based on the fees stated in the Agreement. In order to claim such compensation, the Contractor must have made a claim in writing before starting the work, under penalty of forfeiture of the right to compensation.

- 9.8 The presence of any Virus that results in changes to the Software does not affect the Contractor's Maintenance obligation, regardless of which party is responsible for the presence of that Virus. To the extent that the Contractor is not governed by warranty or Maintenance obligations, the Contractor shall be required to attempt to correct faults or Defects caused by Viruses, at the Contractor's prevailing fees at that time.

10. Updates & Upgrades

- 10.1 The Contractor shall always notify Landal promptly of any available Software Updates.

- 10.2 The Contractor must be in a position to update the Software within two months after a request from Landal should any changes in external data requirements arise.

- 10.3 The Contractor shall offer Landal all Upgrades of (the relevant part of) the Software as soon as that Upgrade is ready to be released. If there is a one-off development order, the Contractor is entitled to request a fee for the Upgrade, at a price to be agreed by the Parties and under at least as favourable conditions as stipulated in the Agreement.

11. Back-up

- 11.1 If the parties are in agreement, the Contractor shall create a digital back-up of the items designated by Landal in accordance with the agreed procedures and frequency. As long as no further agreements are made about this, the Contractor will create a backup of the complete solution, including all data from Landal, at least once a day. If the Parties agree that the back-up is (also) to be placed on physical media, the Contractor will ensure that the media in question is brought to an external location. The ownership of the media (including the items therein) shall always be Landal's. The Contractor shall ensure, upon Landal's first request, that the media is handed over to Landal within 12 hours. The provisions of Article 21 (items made available by Landal) shall also be applicable to the media.

12. Service Level Agreement

- 12.1 Parties can mutually agree to a so-called Service Level Agreement (SLA). The provisions of this article shall always apply, even if this is not explicitly described in the Agreement or SLA, and shall explicitly prevail over the provisions in the SLA unless the provisions in the SLA are more favourable to Landal, in which case the provision from the SLA will also apply.

- 12.2 The provisions of Articles 13 through 17 shall remain in full force unless the Parties explicitly agree otherwise in writing.

- 12.3 If there is a so-called SaaS (Software as a Service) solution, the provisions in Article 15 also apply to that solution.

- 12.4 Availability is always measured per month. Unavailability or inaccessibility (or other forms of non-usability) to be measured include the system not being (fully) usable, for example, due to glitches, and/or not (fully) accessible from the Software and/or Services, regardless of the cause or reason thereof, regardless of whether this is attributable to the Contractor and whether this was planned or not. The above may not apply solely if the cause of the unavailability is fully and only attributable to Landal.

- 12.5 Unless otherwise agreed in the SLA, the Contractor shall guarantee availability of at least 99.95% per month on the basis of 100% availability representing 24 hours a day, seven days a week.

- 12.6 All forms of Maintenance and other activities that may affect availability must be carried out exclusively at a time agreed with Landal and in principle only at night, between 0.01 am and 4.00 am.
- 12.7 Landal shall determine, within reason, the priority level to be assigned to a Defect or any other service level/KPI.
- 12.8 Following priority discussions between Landal and the Contractor, work will always be carried out in accordance with the priority level assigned by Landal. After completion of the work in question, the Contractor can consult with Landal to jointly determine the actual priority level and to prevent future discussion in this area as much as possible.
- 12.9 Reaction/response times and solution and/or repair times shall always be measured as of the first notification by Landal, or earlier if the Contractor has discovered or could have discovered the Defect itself.
- 12.10 A Defect is deemed to have been resolved or repaired when the Software is again fully and definitively available and has been approved by Landal.
- 12.11 Fines, fees, service credits etc. awarded do not affect Landal's other rights, including its right to demand compliance, full compensation and/or dissolution.
- 12.12 Service provision always applies as a so-called result obligation. In the event that an agreed deadline, time or period of time is exceeded, the Contractor shall be immediately in default.
- 12.13 If one or more important service levels (including availability and/or solution times for Priority Level 1) are not achieved (in a timely manner) four times or more during a period of three successive months or within a period of one year, Landal shall be entitled to dissolve the Service Level Agreement and/or the related (main) agreement vis simple written notice.
- 12.14 In the event that the service level is not met, the Contractor, taking into account Landal's operational management and the goal set by Landal with the Agreement, shall propose appropriate service levels, including so-called service credits (a reimbursement by the Contractor of part of the agreed remuneration). If the agreement/SLA does not contain adequate service credits, the following regulations shall apply in any case:
- (a) For each time that the Contractor does not deliver on the agreed response/reaction and/or resolution time for a Priority 1 or Priority 2 Defect, the Contractor shall pay Landal an amount equal to 10% (ten percent) of the monthly fee applicable to the relevant Agreement.
 - (b) The Contractor shall pay an amount equal to 5% (five percent) of the monthly fee applicable to the relevant Agreement to Landal for each 0.05 p.p. by which availability in a month was lower than the agreed availability (e.g. from 99.95% to 99.90%).
- If no monthly reimbursement has been agreed to, reimbursement will be calculated in proportion to the annually agreed reimbursement. If no separate reimbursement has been agreed to for the services under the Service Level Agreement, the fee will be calculated on the basis of the total reimbursement for the Software or Service.
- 13. Defect priority levels**
- 13.1 Defects are classified according to the following three operational priority levels:
- (a) **Priority 1:** the Defect results in inability to use (a large portion of) the Software.
 - (b) **Priority 2:** the Defect results in a decline in the performance of the Software and/or in frequent disruptions in the use of (part of) the Software.
 - (c) **Priority 3:** the Defect does not directly impact the operability and manner of use of the Software or the configuration.
- 13.2 On reporting a priority 1 Defect, the first contact by telephone, electronic systems or fax shall always result in the designated actions being taken immediately. Landal shall endeavour to provide the Contractor with all relevant information required to analyse the error message. If no acceptable solution to Landal has been found for the Defect within three hours after it was reported, or it has become clear that solving the Defect will take longer than three hours, the Contractor shall call in extra personnel, which are understood to include specialists and auxiliary personnel who have been approved by Landal, when the deployment of these specialists is reasonably necessary or desirable.
- 13.3 The Contractor shall submit solutions for Defects and improvements to the Software to Landal without delay and in the form reasonably requested by Landal. The Contractor shall submit a monthly written overview to Landal listing the problems that have arisen in the past month and the solutions for those problems.
- 13.4 The Contractor shall notify Landal promptly of any issues that occur in the Software that could give cause to a Priority 1 or 2 Defect if those issue should occur at Landal.
- 13.5 The Contractor shall always notify Landal of the (potential) consequences of a new functionality in new versions or releases of the Software as soon as possible.
- 13.6 The Contractor shall grant Landal access to an online troubleshooting database for the Software, if available.
- 13.7 The Contractor shall amend the Documentation if this is appropriate as a result of the Maintenance work that has been carried out.
- 13.8 Modifications of the Software (and/or amendments of instructions in the Documentation) shall never result in a reduction of functionality.
- 14. Reporting and rectification of Defects**
- 14.1 Defects can be reported to the Contractor via a call centre staffed twenty-four hours a day, every day of the year.
- 14.2 Based on the priority level assigned by Landal and within the applicable response time as specified in the Agreement, the report of a Defect to the call centre shall be followed by the arrival of one of the Contractor's specialists at the requisite location where the relevant Software is installed as soon as possible to discuss the Defect with the system administrator or the system administrator's deputy.
- 14.3 The Contractor shall work without interruption on the rectification of the Defect within the agreed service hours of the agreed maintenance agreement, unless otherwise agreed by the Contractor's specialist and Landal's system administrator in consultation with Landal's maintenance department. In the case of priority 1 Defects, the Contractor shall continue to work free of charge outside the agreed service hours until the Defect is remedied, unless otherwise decided in consultation with Landal and after his approval.
- 14.4 The Contractor guarantees the response and repair times laid down in the Agreement.
- 15. Software as a Service**
- 15.1 The provisions of this article also apply if there is so-called Software as a Service agreement in place (in which Software is hosted by or on behalf of the Contractor and, whether or not combined with Services, is made available to Landal).
- 15.2 The other provisions in these General Terms and Conditions, including the provisions in Article 12 (regarding the Service Level Agreement), explicitly apply in the case of Software as a Service.
- 15.3 The Software will be made available to Landal on the basis of a Licence. If this Licence is limited to a number of users (i.e. concurrent users or named users), this must be agreed explicitly and in writing. Notwithstanding of the provisions in Article 26, these Licences shall be limited to the duration of the Agreement, unless otherwise agreed.
- 15.4 However, Landal will remain entitled to use the Software at the end of the Agreement, and the Licence shall remain in effect free of charge for a period of at least two months after the end of the Agreement, including in connection with any transition and / or back-up of data. The Contractor shall ensure that Landal will have full access to the Software during this period.
- 15.5 Landal shall not owe the agreed fee for the Licence(s) prior to its acceptance thereof as described in Article 8.

- 15.6 As part of the Software as a Service solution, the Contractor shall perform Maintenance free of charge and implement Updates and Upgrades. Any Service Level Agreement agreed in that framework constitutes an integral part of the service provided by the Contractor with regard to the SaaS solution, so that shortcomings with respect to the service provided may influence the main agreement.
- 15.7 The Contractor shall regularly conduct Updates and Upgrades to comply with the wishes and requirements of its customers, including those of Landal.
- 15.8 Landal can request two Upgrade (changes) each year regarding its specific desired functionalities and/or applications or possible applications. The Contractor shall perform and implement these Upgrades free of charge, no later than four months after Landal has requested this, unless the Contractor substantiates that this is not possible. Parties can make additional mutual agreements in this context at the time.
- 15.9 Irrespective of the agreed duration of the Agreement and without prejudice to its other rights, and after a so-called 'pilot period' of twelve months, Landal shall be entitled to terminate the Agreement (prematurely) at any time with a notice period of two months. Landal explicitly does not owe any (damages) compensation or compensation in connection with such cancellation. The Contractor is explicitly not entitled to terminate the Agreement prematurely.

16. Cloud

- 16.1 If the Contractor, whether or not as part of a SaaS solution, uses so-called external cloud hosting, it must explicitly notify Landal of that fact in writing.
- 16.2 The Contractor shall guarantee and continuously ensure that the agreement and services provided by this cloud provider are fully aligned with the Agreement between the Contractor and Landal and the Services offered by the Contractor to Landal (including service levels).
- 16.3 The Contractor shall ensure that access, processing and storage of data takes place exclusively at the agreed location(s).
- 16.4 If and insofar as a specific allowance has been agreed for data needs, the Contractor shall always allow this, and the Contractor shall only be entitled to claim higher compensation proportionately. Any data that Landal has not used during a certain period shall be transferred to a subsequent period.
- 16.5 In the event that the cloud hosting agreement with a third party ends or is about to end, the Contractor shall notify Landal as soon as possible.
- 16.6 Cancellation or termination by the Contractor of the agreement with the hosting party is only possible after prior written approval from Landal.
- 16.7 The Contractor shall ensure that Landal can consult with the hosting provider in case of an imminent end of the cloud hosting agreement so it may discuss - if necessary - a continuation of the services, temporarily or otherwise. If necessary, Landal can take over the agreement between the Contractor and the cloud provider. The Contractor shall provide its full cooperation for this purpose. Any costs or damages that Landal may incur in this context are at the full expense of the Contractor.
- 16.8 Landal shall be entitled, without prejudice to its other rights, to immediately terminate the Agreement and further Services, including related agreements from the Contractor (in whole or in part) if the cloud hosting ends or is interrupted for a period of more than two days. Landal shall not take this step if the Contractor provides a timely acceptable alternative for Landal. The extent to which an alternative is suitable or not shall be reasonably determined by Landal.

17. Software development (agile)

- 17.1 In all developments of the Software, the Contractor is required to observe the concerns that can reasonably be expected from a highly skilled, professional and careful developer.
- 17.2 The Contractor shall ensure that the Software developed by the Contractor or on its behalf complies with the provisions of these General Terms and Conditions, explicitly including the Quality Assurance and Guarantee as described in Article 6. The Contractor shall provide proper documentation and ensure that the documentation is regularly reviewed and up-to-date.
- 17.3 If the parties use a development method that is characterised by the premise that the design and/or development of (parts of) the Software takes place in an iterative manner (for example Scrum/Agile), the parties accept that the work will not be carried out at the start on the basis of full or fully elaborated specifications, and also that specifications, which may or may not have been agreed upon at the start of the work, can be adapted during the execution of the Agreement, taking into account the project approach that is part of the relevant development method. In the context of such development methods, the following shall apply:
- The Contractor must indicate how many sprints the relevant project or relevant functionality (user story) is expected to (or possibly could) require, and is responsible for implementing the project/functionality within this number of sprints. It should also be clear how long each sprint lasts and what the time interval is between each sprint;
 - The deliverables (including acceptance criteria) for each sprint will always be determined by Landal upon consultation with the Contractor;
 - If the deliverables of a sprint have not yet been accepted, the Contractor shall start the next sprint at the first request of Landal;
 - Landal shall make every effort to provide sufficient staff for the execution of the project (and, for example, testing and accepting deliverables). Landal may not always succeed in this, and, in that case, the Contractor undertakes to consult with Landal in order to minimise the consequences, among other factors, for the progress of the project and the planning of its development and implementation. The Contractor shall not be entitled to charge costs or damages for the period in which its employees are unable to (fully) perform their work;
 - The Contractor shall not remove team members from the project or replace them (temporarily or otherwise) without prior consent from Landal. Landal will not withhold such consent on unreasonable grounds;
 - Landal is always entitled to stop the project or stop it completely after a sprint. Landal is also entitled to terminate the Agreement, wholly or partially, immediately after the end of each sprint, with due observance of a notice period equal to the term of a sprint. In such cases, the Contractor shall charge no costs or hours (before and after).

18. Exit

- 18.1 In the event of the (complete or partial) termination of an agreement, for whatever reason, the Contractor will, at the first request of Landal, do what is reasonably necessary to ensure that a new service provider or Landal itself - without any impediments - can take over and/or continue the agreement and/or perform similar services on behalf of Landal. The Contractor shall also immediately return to Landal all documents, data, software, books, documents and any other goods from Landal. All of the above shall be done in such a way as to allow the least disruption possible to Landal's operational management. To the extent that the termination of the agreement is solely and exclusively attributable to Landal, the Contractor shall be entitled to charge reasonable costs incurred in connection with this article. The Contractor must provide Landal in advance with the expected costs for this. Such costs shall require approval from Landal, which Landal shall not withhold on unreasonable grounds.
- 18.2 In view of the importance of continuity of a good exit procedure for Landal, the Contractor shall not be entitled to, and shall not invoke, any rights to suspend performance and/or retain rights, and shall also not take or fail to take any action aiming to delay, hinder or block a transition.

19. Source code escrow

- 19.1 The Contractor shall, either within one week after the planned Delivery Date or based on instructions issued earlier by Landal, and at the Contractor's expense, irrevocably deposit all the source code of the Software, all preparatory materials (including the functional and technical specifications, architectural information, design manuals and the compilers or design software that were used) and the documentation (the "Deposited Materials") relating to the Software with an escrow agent or civil law notary as selected and designated by Landal. The deposit must be made digitally in a medium and format that is easy to use for Landal and the escrow agent/notary. The provisions in article 26.5 shall also apply with regard to Customised Software.

- 19.2 The Contractor also undertakes to irrevocably update the deposited materials with the most recent version of the Software that Landal has purchased or to which Landal is entitled throughout the term of the Agreement and to maintain the software code by depositing all modifications, improvements or replacement programs for the Software that Landal has purchased or to which Landal is entitled with the escrow agent or civil law notary within thirty days after those have become available.
- 19.3 The Contractor also concurs with the transfer of the title to the deposited copy of the aforementioned materials to the escrow agent or civil law notary upon deposit. Landal shall reimburse the reasonable fees charged by the escrow agent or civil law notary, provided that Landal has agreed to these in advance.
- 19.4 In the event that the Contractor terminates its operations, is granted a suspension of payments, is declared insolvent, declares bankruptcy, merges with another company, partially or fully transfers its intellectual copyright over a piece of Software (or if Landal suspects that this is the case), a large share of control over the Contractor is transferred to a third party, it no longer carries out the Maintenance of the Software or fails to fulfil any material obligation pursuant to the Agreement and fails to rectify this default pursuant to the provisions of the Agreement, then the escrow agent or civil law notary shall transfer the physical copies of the aforementioned materials to Landal, at which ownership of those materials shall also be transferred to Landal with immediate effect.
- 19.5 Upon receipt of a reasonable written request to that effect, the escrow agent or civil law notary shall transfer the deposited materials to Landal, whereby Landal shall issue the Contractor a copy of that written request within five calendar days after its issue to the escrow agent or civil law notary. The escrow agent or civil law notary shall then transfer the deposited materials to Landal within twenty calendar days after the receipt of the written request, unless the Contractor issues the escrow agent or civil law notary a verified rejection of the grounds for the transfer in question within twenty calendar days. Should the escrow agent or civil law notary receive the verified rejection within the aforementioned period, a decision on Landal's right to the deposited materials will be made in accordance with the dispute settlement procedure laid down in the Agreement.
- 19.6 Once the deposited materials have been delivered to Landal, Landal shall have the right to exercise its discretion to use and modify the deposited materials and modify each copy of the Software.
- 19.7 The Parties shall, in good faith, conclude the agreements with the escrow agent or civil law notary designated by Landal that are required to implement the aforementioned arrangements. If the escrow agent or civil law notary designated by Landal is not prepared to accept the aforementioned arrangements, the Parties shall make arrangements with the escrow agent or civil law notary that are as compatible as possible with the aforementioned arrangements.

20. Outsourcing and subcontracting

- 20.1 The Contractor is required to carry out Orders itself unless Landal has expressly agreed in writing to contracting out or subcontracting the Order or to the procurement from third parties, or has issued a written order to that effect.
- 20.2 The Contractor bears full responsibility for the contribution any third parties make to the performance of the Order as though the Contractor had made that contribution itself. If the Contractor has its agreement fully or partially executed by third parties, the Contractor shall be required to ensure these General Terms and Conditions apply to the agreement between the Contractor and the third party in question.
- 20.3 The Contractor shall indemnify Landal against claims lodged by relevant third parties in connection with the performance of the Order.
- 20.4 Landal is in no way liable for any harm to the Contractor, its employees or other persons employed, or for damages, immaterial damage, loss or theft of materials, items or tools of the Contractor or its employees or other deployed persons or companies.
- 20.5 The Contractor shall ensure the correct, timely and complete reporting and payment of all taxes, payroll taxes and social insurance premiums in respect of the Services performed, and fully indemnifies Landal against any claim in this regard.
- 20.6 For this purpose, the Contractor will deposit the related part of invoices of hired personnel exclusively on G-accounts of the relevant parties, or pay taxes directly (in deposit) to the Tax Authorities, and will ensure that other parties hired will pay the same way.
- 20.7 Landal is at all times authorised to pay social insurance premiums and payroll taxes it owes regarding the Services for which it can be held liable under legislation for subcontracting directly to the Contractor, namely by depositing those in a blocked account or directly (via deposit) to the Tax authorities. In that context, Landal is in any case entitled to deposit 25% of the total invoice amount (including VAT) directly into a blocked account or directly (in deposit) to the tax authorities. If the Contractor does not have a G-account, it will open a G-account at the first request of Landal and do everything required for the use thereof.
- 20.8 Within the context of its liabilities for subcontracting, the Contractor shall submit a payroll tax and turnover tax statements issued by the Tax Authorities at the first request of Landal, and always after the end of each quarter, in order to demonstrate that the obligations referred to in this Article have been met.
- 20.9 The Contractor is required to establish the identity of all employees and auxiliary persons employed, to make and keep a copy of a valid proof of identity of these persons, and to ensure that Landal also complies with its obligations in this area, if necessary by making a copy of these identity documents available to Landal on a timely manner.
- 20.10 To the extent activities are performed by independent workers, the Contractor shall indemnify Landal against any social security and payroll claims. In that context, the Contractor shall provide valid proof of identity and a valid standard agreement with regard to every self-employed person (in The Netherlands: zzp). This means a standard agreement drawn up or approved by the Tax Authorities which shows that the relevant self-employed person is not in paid employment. The Contractor shall guarantee that the work is conducted in accordance with the (standard) agreement.
- 20.11 The Contractor shall be fully responsible and liable towards Landal for compliance with The Netherlands' Labour Act for Foreigners and the Act against Labour Violations, and fully indemnifies Landal from (wage) claims, fines, damages and/or other sanctions under the Labour Act for Foreigners and the Act against Labour Violations

21. Goods made available by Landal

- 21.1 Landal remains the owner of all goods ("Goods") made available to the Contractor in connection with the Order (such as models, drawings, hardware and other items). Unless Landal grants explicit permission in writing, the Contractor shall refrain from acts or omissions relating to the Goods that result in the loss of Landal's ownership to case specification, accession, confusion or in any other manner whatsoever. The Contractor also represents that the Goods shall not be encumbered or burdened with any third-party rights.
- 21.2 The Contractor has no right of retention or right of suspension relating to the Goods.
- 21.3 The Contractor shall, at its own expense, insure the Goods, under the customary conditions and to Landal's benefit, with complete coverage for partial or entire loss or damage of those Goods, irrespective of the cause. Landal is entitled to require an inspection of the relevant insurance policy or policies, which shall specify Landal as the co-insured.
- 21.4 Landal retains all its intellectual property rights (including comparable rights such as know-how rights) to the Goods. The Contractor shall receive a strictly personal, non-transferable and non-exclusive licence to use the Goods referred to in this Article during the term of the Agreement and on condition subsequent of incomplete fulfilment of all the Contractor's statutory and contractual obligations towards Landal.
- 21.5 The Contractor shall return the Goods to Landal in good condition unless instructed otherwise by Landal. The Contractor uses the Goods entirely at its own risk. Landal is not liable for any detrimental consequences arising from the Contractor's or third parties' (where relevant) use of the Goods unless caused by intent and/or gross negligence on the part of Landal or its management staff. The Contractor shall neither nor allow third parties to use, authorise or permit the use of the Goods for any purpose other than the correct performance of the Order.

22. Liability

- 22.1 The party that imputably fails to meet its obligations shall be liable to compensate the other party for losses that it has incurred or will incur, unless the party in question cannot be held liable for the defect or failure (act of God).
- 22.2 Liability for direct loss shall be limited to a maximum amount to be set by the parties for each occurrence. "Direct damages" is meant to represent any loss other than the indirect/consequential damages mentioned in Article 22.3.
- 22.3 The liability for indirect/consequential loss shall be limited to a maximum amount (to be determined) for each occurrence. Indirect/consequential loss is defined as:
- loss of profits or earnings;
 - loss of property;
 - reduced goodwill, and
 - costs incurred in preventing, limiting or determining indirect/consequential damages;
- 22.4 If no amounts are determined in connection with Articles 22.4 and/or 22.5, a default amount of € 4,500,000 (four million five hundred thousand euros) shall apply to each item per event. Any restrictions on liability are forfeited:
- in the event of claims by third parties for compensation in the event of death or injury;
 - if there is intent or gross negligence on the part of the Contractor, its staff and/or third parties engaged on its behalf;
 - if the Software or Services infringe on intellectual property rights of a third party;
 - if there is a deficiency in a guarantee (obligation);
 - in the event of damage as a result of violation of a confidentiality obligation;
 - in respect of administrative fines and administrative sanctions imposed on Landal, and/or
 - for damages arising from or in connection with non-compliance with the provisions of the Processor Agreement and/or actions in violation of laws and regulations concerning the processing and protection of personal data.
- 22.5 The limitations of liability included in this article shall also lapse to the extent that the damages are the result of professional misconduct. In this case, compensation for damages is unlimited per event. (Definition of professional misconduct: Deficiencies, such as mistakes, omissions, negligence, failures, and incorrect advice, which should have been avoided by a competent and careful Contractor under the given circumstances with due observance of normal attention and with normal professional knowledge and under normal professional practice).

23. Acts of God and indemnity

- 23.1 Acts of God shall not mean the following under any circumstances: non-compliance with a guarantee, lack of personnel, strikes, staff illness, late delivery and/or unsuitability of materials, raw materials or semi-finished products or services, attributable shortcoming or wrongful acts by the Contractors or third parties engaged by the Contractor, and/ or liquidity or solvency issues on the part of the Contractor.
- 23.2 The provisions of Article 22 and Article 23 shall also apply as a stipulation for the benefit of disadvantaged third parties. The Contractor shall indemnify Landal against all claims these third parties may lodge against Landal.
- 23.3 The Contractor represents that it has taken out and shall retain adequate insurance against third party and professional liability. Unless otherwise stated in the Agreement, the minimum coverage of the insurance must be 4,500,000 euros per event per year. The Contractor undertakes – immediately upon being held liable by Landal – to assign all claims on insurance payments promptly to Landal when so requested by Landal. At the first request of Landal, the Contractor shall provide a copy of the relevant insurance policy(ies) to Landal.

24. Dissolution

- 24.1 Landal has the right to dissolve all or part of the Order and/or Agreement without further notice of default or judicial intervention if:
- the Contractor does not properly execute the Order or a deadline is exceeded in the execution of an Order, or when it cannot reasonably be assumed that the Contractor will execute the Order timely and properly;
 - the Hardware, Software and/or Services do not comply with the agreed description or quantity or have a Defect;
 - the agreed delivery date is exceeded, regardless of the cause of this delay;
 - the Contractor does not fulfil any obligation under the relevant Contract/Order or related agreements in a proper and timely manner;
 - the Contractor has been declared bankrupt, has applied for bankruptcy, has stopped operations or has liquidated its business,
 - the Contractor transfers or merges its business to third parties with a substantial part of the Contractor's control being transferred to others.
- 24.2 Irrespective of whether Landal makes use of its right of dissolution, the Contractor shall reimburse Landal for any losses and costs resulting from the provisions of this paragraph, including any additional and other costs incurred if Landal decides to reassign an Order in order to meet the Hardware, Software and/or Services needs demanded under an Order.
- 24.3 Landal is also entitled (without notice of default) to suspend all obligations towards the Contractor arising from other Agreements or some other manner, where relevant.
- 24.4 All receivables that are or may be due to Landal from the Contractor in the case referred to in paragraph 1 will be immediately due and payable in full.
- 24.5 Pursuant to the dissolution and in case of a condition subsequent, Landal shall be entitled to reclaim all amounts it has paid to the Contractor as undue payments. If, at the time of dissolution, the performance delivered by the Contractor cannot be returned and complies with the Order, the Contractor is entitled to a payment on the basis of the value of the performance delivered to Landal, to be reasonably assessed, and to have it deducted from the receivables due to Landal from the Contractor in connection with the failure and/or the dissolution. When return is feasible then Landal is entitled to decide either to retain the performance for a payment as referred to above or to return the performance to the Contractor, at the Contractor's expense and risk, and without prejudice to the exercising of the rights described in Article 9.3.
- 24.6 A dissolution as referred to in paragraph 1 shall not result in the termination of Landal's rights, which, in its reasonable opinion, Landal considers to be intended by nature to remain in effect even after dissolution.

25. Landal's exercise of suspension, dissolution, settlement and nullification rights

- 25.1 When Landal is of the reasonable opinion, based on the circumstances it is aware of or should have been cognisant of at that time, that it may exercise a legally valid suspension, dissolution, settlement or nullification right, Landal shall be under no obligation to pay the statutory interest should it subsequently transpire that it did not exercise the right or rights referred to above in a legally valid manner.

26. Intellectual property

- 26.1 To the extent that the Contractor does not transfer its intellectual property rights to Landal, the Contractor hereby grants Landal a non-exclusive licence for all its rights, where relevant, to the Software and/or Services, including, but not limited to, rights relating to patents, (use) models, brands, databases and know-how (the "Licence"). By virtue of this Licence, Landal has the right to use or arrange for the use the Software (including carrying out or arranging for changes, modifications and copies thereof, all without any limitation with regard to location of use, equipment (including, where applicable, apps and mobile

equipment), duration or otherwise), and Landal shall have the authority to deliver the Software, whether or not as a component of other goods, or to give it to third parties. The fee for this Licence is included in the price. If further (legal) action may be required under any legal system for the establishment and/or implementation of these (license) rights, the Contractor shall inform Landal thereof and provide Landal with all necessary cooperation.

- 26.2 The Licence on the Software comes into effect on the date the Software is delivered to Landal, and shall remain in effect – irrespective of any Maintenance contract between the Contractor and Landal, where relevant – for an indefinite period, whereby the Contractor has no right to terminate the Licence.
- 26.3 The Licence encompasses the right to use the Software at an external backup facility and/or the use of the Software by a Contractor providing services to Landal.
- 26.4 Landal is entitled to decompile the Software (if applicable) when Landal is authorised to maintain the Software or in the event that the Contractor fails to fulfil its obligations pursuant to the Agreement, inclusive Maintenance ones, or in the event that the Contractor attaches unreasonable conditions to the provision of information that Landal needs or requires for purposes of interoperability of the Software with any other software or system in use at Landal.
- 26.5 All intellectual property rights to the results of Services, including the delivery of software developed for Landal at its request (“Customised Software”) and modifications of the Software, shall belong to Landal. If further (legal) acts are required to establish and/or effect these rights pursuant to any relevant legal system, then the Contractor shall notify Landal accordingly and shall always give Landal all necessary cooperation. The Contractor hereby grants Landal an unconditional and irrevocable power of attorney to perform all legal acts in the name of the Contractor that will be required in the future to effect a transfer of intellectual property rights. The source codes of the Customised Software, as well as all preparatory materials (including functional and technical specifications, architectural information, design manuals, compilers used or design software) and documentation relating to the Customised Software, shall be transferred to Landal.
- 26.6 Landal shall always be entitled to terminate one or more Licences in the interim free of charge, subject to a notice period of a maximum of six months.
- 26.7 To the extent that the parties agree on one or more changes with regard to the definition of Licence as described in this article, the remainder remains applicable without prejudice, unless the parties explicitly agree otherwise in writing.
- 26.8 The Contractor represents that it holds all rights to the Software and the Services (including the intellectual property rights thereon) and that it is empowered to provide the Licence and the Customised Software to Landal. The Contractor further guarantees that the Software and/or the Services do not infringe the intellectual property rights of Landal or third parties, and indemnifies Landal and its customers against similar infringements, including comparable claims with regard to know-how, unauthorised competition and the like.
- 26.9 If an action has been filed for infringement of such rights, or if such action is likely to be filed, the Contractor shall, without prejudice to the rights of Landal (including its right to terminate the Agreement) and at his own expense, do the following:
- acquire the rights to ensure continued use of (the relevant part of) the Software and the results of the Services by Landal;
 - or replace and/or modify the (relevant part of) Software and/or the results of the Services;
 - or retrieve the (relevant part of) the Software and/or the results of the Services against payment of costs, damages and interest.
- Alterations and/or replacements as above may not result in Landal being restricted in the possibilities of use of the Software or the results of the Services. The solution chosen must be received prior written approval from Landal, which Landal will not withhold on unreasonable grounds.
- 26.10 In regard to the above, the Contractor hereby undertakes to resort to all measures, at its own expense, to contribute to the prevention of stagnation at Landal and to limit additional costs and/or damages incurred by Landal.

27. Confidentiality and control

- 27.1 The Contractor, its staff and third parties engaged by the Contractor are required to observe strict confidentiality with regard to all information concerning Landal's business which may be obtained in connection with Orders and/or the Agreement or their execution, including the nature, reason and results of the work performed thereby. The obligation to maintain confidentiality shall remain in effect after the execution of an Order and/or Agreement.
- 27.2 If Landal is requested by any supervisory authority to provide information or documents relating to the Order and/or the Agreement or is required to do so under any laws or regulations, Landal shall be entitled to provide all requested information and/or documents and provide the Contractor with all required cooperation.

28. Personal data and Privacy by Design

- 28.1 If personal or related data are processed during the execution of the Service, the Contractor shall enter into a (Processing) agreement with Landal in accordance with the standard agreement used by Landal. At the first request, the Contractor shall fully cooperate with any investigation (impact assessment) into the processing of personal data by the Contractor (at first request) and will follow up on the resulting recommendations.
- 28.2 The Contractor guarantees - on its own behalf and including the Software and Services deployed by the Contractor and on its behalf - shall always comply with and work in accordance with applicable legislation and obligations regarding the protection of personal data. In that context, the Contractor shall ensure sufficient and appropriate technical and organisational security measures are in place with regard to the Services and Software, taking into account the nature of the data.
- 28.3 The Contractor shall always take appropriate technical and organisational measures to ensure that, in principle, personal data are only processed to the extent necessary for each specific purpose of the processing. This requirement applies to the amount of collected personal data, the extent to which the data is processed, the period for which personal data is retained and the accessibility thereof. In particular, these measures shall ensure that personal data are, by principle, not made accessible without human intervention, for an unlimited number of natural persons.
- 28.4 The Contractor shall take appropriate technical and organisational measures, such as pseudonymisation, both for the determination of the processing means and for the processing itself, conceived to implement legal data protection principles (such as minimal data processing) in an effective manner, and shall incorporate the necessary safeguards in data processing to comply with the requirements of the applicable legislation on the protection of personal data and to protect the rights of the data subjects.
- 28.5 Personal data may only be transferred and/or processed outside the European Economic Area with Landal's explicit prior written consent, and only if the measures requested are taken on the basis of applicable legislation.
- 28.6 The Contractor shall inform Landal immediately (at the latest within 24 hours) of a (possible) breach of security or any other data breach (as described in the applicable legislation) in a manner such that allows Landal to timely report to the relevant authority and any interested parties of the fact.
- 28.7 Landal shall be entitled to check compliance with this article at regular intervals, within reason.
- 28.8 Any shortcomings on the part of the Contractor with respect to obligations concerning the processing of personal data (whether under applicable laws, this agreement and/or the provisions of the Processor Agreement) shall be regarded as such a (serious) violation that Landal - without prejudice to its other rights - shall be entitled to dissolve the Agreement immediately, in whole or in part and with immediate effect, and/or, if Landal GreenParks so wishes, to suspend the processing of personal data (and thus payment for the Service/Software).

29. Applicable law, jurisdiction

- 29.1 These Terms and Conditions, as well as all Orders and Agreements and all disputes that may arise from this, are governed exclusively by Dutch law.

- 29.2 Third parties do not accede to any Agreement between Landal and Contractor on the basis of an implicit or explicit third-party Article in these General Terms and Conditions or the Agreement.
- 29.3 Applicability of the Vienna Sales Convention 1980 (CISG) is hereby expressly excluded.
- 29.4 To the extent not prohibited by mandatory national or international legal rules, all disputes between the parties shall, in the first instance, be submitted solely to the competent court in The Hague, without prejudice to Landal's right to submit the dispute instead to the other party, subject to jurisdiction provisions under national or international law.