



Alliander Purchase Conditions

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Part I - General Provisions

1. Definitions general

These Purchase Conditions include several terms with an initial capital letter. These terms have the meanings given to them in this article 1:

- 1.1. **Alliander:** Alliander N.V.
- 1.2. **Acceptance:** Alliander's approval of all or part of the Performance.
- 1.3. **Days:** all days, including public holidays, Saturdays and Sundays. A term starts at 0.00 midnight of the day following the day on which the event occurs. The term thus ends at 23.59 on the last day of the term. Day zero, the day on which the event occurs, is not counted. If the last (or only) day of a term falls on a public holiday, Saturday or Sunday, the term ends on the following working day at 23.59. Public holidays are all days which are specified as such in the latest General Extension of Time Limits Act and in the Recognised Public Holiday Status Decree.
- 1.4. **Documentation:** any description of the Performance and the characteristics thereof specifically intended for installation, Implementation, use, management or maintenance thereof or otherwise. Such in the Dutch or English language, unless the Parties have agreed a different language.
- 1.5. **Affiliated Company:** every subsidiary of Alliander within the meaning of Article 2:24a of the Dutch Civil Code and joint ventures in which (a subsidiary of) Alliander participates.
- 1.6. **Implementation:** all acts and measures required to put all parts of the Performance, separately and jointly, into operation within the Alliander organisation, in such a manner that all Alliander users and the third parties engaged by Alliander are able to work with it in accordance with the Agreed Use.
- 1.7. **Purchase Conditions:** these purchase conditions of Alliander N.V. In addition to this Part I. General Provisions, the purchase conditions consist of the following parts:
 - a. Part II: Special Provisions with regard to Products;
 - b. Part III: Special Provisions with regard to Services;
 - c. Part IV: Special Provisions with regard to IT.
- 1.8. **Delivery:** the Contractor's offer of all or part of the Performance for Acceptance.
- 1.9. **Materials:** (auxiliary) materials, such as cables, smart cards and physical data carriers on which software is delivered and which are required for installation, Implementation, use and/or maintenance of the Performance.
- 1.10. **Contractor:** the party entering into the Agreement with Alliander.
- 1.11. **Agreed Use:** the use of the Performance intended by Alliander as this is known to the Contractor or should be known to the Contractor within reason at the time of the conclusion of the Agreement on the basis of the invitation to tender and the information referred to in article 20, all of the above in so far as such use is not expressly excluded or limited in the Agreement.
- 1.12. **Agreement:** the Written (framework) agreement between Alliander and the Contractor to which the Purchase Conditions have been declared applicable and of which they form part, including annexes, including but not limited to tender documents (in so far as applicable), and/or a Written order from Alliander under a framework agreement, including changes and additions thereto.
- 1.13. **Party/Parties:** The Contractor and/or Alliander.
- 1.14. **Contractor Employees:** the employees or auxiliary persons to be engaged / who have been engaged by the Contractor to perform the Agreement, and who (shall) work under its responsibility.
- 1.15. **Performance:** the Product to be delivered by the Contractor, the Service to be provided by it or the Right of Use to be issued by it or a combination thereof, including Materials and Documentation.
- 1.16. **Retransition Plan:** the plan referred to in article 17 that sets out the transfer of the Performance and the services by the Contractor to Alliander or a subsequent Contractor.

The special provisions of part II, III or IV apply depending on the subject of the Agreement. If the Agreement also includes characteristics of another special part (because the result of the Services is a Product for example), the provisions of that part will also apply.

- 1.17. Written/In Writing:** by letter, by e-mail or another electronic method of communication (such as via a web portal).
- 1.18. Specifications:** the technical and functional specifications of the deliveries under the Agreement and, in so far as not excluded expressly, the technical and functional specifications as may be expected of the matters delivered under the Agreement.
- 1.19. Confidential Information:** all oral and Written information in any form whatsoever that is exchanged between the Parties and is not already publicly available. This information includes in any event, but is not limited to: financial, commercial and strategic information, including forecasts relating thereto, the underlying techniques applied, the legal documentation used and the other information in this connection in respect of which it should be reasonably clear to the Parties that it should be treated confidentially.
- 1.20. Working Days:** The days from Monday to Friday, not being 1) a Saturday, 2) a Sunday, 3) a public holiday in the Netherlands or 4) the equivalent of a public holiday pursuant to Section 3 (3) of the General Extension of Time Limits Act. In the event times are indicated with respect to the Working Days, such will apply with the UTC+1 ("Dutch Time") time zone.

2. Applicability and validity

- 2.1.** These Purchase Conditions apply to all Agreements concluded by Alliander and form part of every (legal) action related to the preparation, formation or execution of the Agreement.
- 2.2.** In the event of any inconsistency between a general provision (part I) and a special provision (part II and/or III and/or IV), the special provision will prevail above the general provision.
- 2.3.** The Dutch text will always prevail in case of inconsistencies between the Dutch text of these Purchase Conditions and translations thereof.
- 2.4.** The applicability of the Contractor's (general) terms and conditions is expressly rejected by Alliander.
- 2.5.** Changes to, additions to or deviations from any provision in these Purchase Conditions applied in consultation between Alliander and the Contractor in the context of an Agreement are only valid and

binding if consensus has been reached and these have been laid down In Writing and have been signed by Alliander and further relate only to the relevant Agreement. It is the case in this connection that it must not concern a fundamental change to the contract awarded to the Contractor during the tender procedure as described in the Agreement.

- 2.6.** If one or more provisions of the Purchase Conditions and/or the Agreement proves/prove to be void or is/are declared void by the court, the other provisions of the Purchase Conditions and/or the Agreement retain their legal force. The Parties shall consult on the void or voided provision(s) in order to realise a replacement arrangement. This replacement arrangement does not affect the purport of the Purchase Conditions and/or the Agreement.
- 2.7.** Alliander assumes the applicability of the Dutch Civil Code in these Purchase Conditions, including the provisions of regulatory law, unless these Purchase Conditions include express deviations therefrom.

3. Formation

- 3.1.** The formation of the Agreement distinguishes between (i) an Agreement that is (article 3.2 Purchase Conditions) and (ii) an Agreement that is not based on a (European, national or private) tendering procedure (article 3.3 Purchase Conditions).
- 3.2.** The following applies with respect to Agreements referred to under (i) of article 3.1:
- In the event Alliander accepts the Contractor's offer, the Agreement is formed at the moment the Agreement is signed by Alliander; and
 - The notification of the provisional or definitive award of the contract does not constitute acceptance of the Contractor's offer as referred to in Article 6:217 paragraph 1 of the Dutch Civil Code.
- 3.3.** The following applies with respect to Agreements referred to under (ii) of article 3.1:
- All offers made by the Contractor are binding and irrevocable;
 - Alliander is only bound if it has accepted the Contractor's offer In Writing; and
 - If an offer by the Contractor is followed by an acceptance by Alliander, the Agreement is

formed at the moment the acceptance is sent by Alliander.

3.4. The following applies with respect to Agreements referred to under (i) and (ii) of article 3.1:

- In case of an Agreement that qualifies as a framework agreement, Agreements under the framework agreement are formed each time at the moment of acceptance of the Contractor's offer by Alliander, within the context of the framework agreement, and Alliander has sent this acceptance.
- The Contractor acknowledges and accepts that Alliander may demand at any time that the Agreement is also performed fully or partially for an Affiliated Company. This may be implemented by (i) the relevant Affiliated Company joining the Agreement, (ii) contract takeover by the Affiliated Company in which Contractor hereby cooperates in advance or (iii) by Alliander performing the Agreement on behalf of the Affiliated Company, all of the above at Alliander's discretion.

4. Method of notification

- 4.1.** Notifications of the Parties under/pursuant to the Agreement shall be made In Writing.
- 4.2.** Oral notifications, commitments or arrangements have no legal effect unless they have been confirmed In Writing.
- 4.3.** Notifications by the Parties as referred to in article 15 [Dissolution] and article 19 [Forfeiture of Rights] must be made in at least two different Written ways, including by e-mail sent to the regular contact person. No rights can be derived from these notifications if these notifications are not made in at least two different Written ways.

5. Confidentiality

- 5.1.** The Parties commit that they will observe confidentiality concerning all Confidential Information which they acquire within the context of the Agreement from the disclosing Party, from another source, on the basis of a legal obligation or a court order. The Parties commit that they will not disclose or make this Confidential Information available to third parties, nor will they allow third parties to inspect it or otherwise render it accessible

other than as necessary within the context of the execution of the Agreement and following Written permission by the disclosing Party. In this article 5.1, the term third parties also means the employees (including temporary workers) of the Parties as well as persons who perform activities on the instructions of the Parties.

5.2. Without Alliander's prior, Written permission, the Contractor is not permitted to publicise in any way the formation, content or execution of the Agreement or to maintain direct or indirect contact with suppliers of Alliander.

5.3. The Parties guarantee to each other that the employees (including temporary workers) of the Parties as well as persons who perform activities on the instructions of the Parties are aware of these duties of confidentiality and that they will comply with these strictly as if they were party to the Agreement. Immediately on request of one of the Parties or if the Parties deem this necessary, the Parties will have the employees (including temporary workers) and persons who perform activities on the instructions of the Parties sign a non-disclosure agreement provided by the Parties.

5.4. The Parties undertake with respect to all Confidential Information (including personal data) originating from the Parties, which - in whatever form or on whatever data carrier - is held by the Parties or has been provided to them:

- a. to observe all reasonable measures for secure saving and storage;
- b. not to use the Confidential Information for any purpose other than the agreed purpose;
- c. not to retain the Confidential Information longer than is reasonably necessary for the fulfilment of the agreed obligations and to put this data, including copies made, back at the disposal of the Parties immediately upon complete fulfilment of the abovementioned obligations or, after permission has been obtained from the Parties, to destroy it;
- d. to have the agreed obligations fulfilled exclusively by persons who require access to the Confidential Information for the provision of the matters delivered by the Contractor under the Agreement and who the Contractor

considers or could consider within reason to be reliable;

- e. cooperate in the conduct of supervision by or on behalf of the Parties on the storage and use of that Confidential Information.

5.5. The obligation to observe confidentiality does not exist with respect to information which:

- a. is public or becomes public without a wrongful act being committed by the receiving Party;
- b. is lawfully supplied to the receiving party by a third party without an obligation of confidentiality;
- c. the receiving Party demonstrably had in its possession lawfully before receipt thereof;
- d. is designated in a Written document by the other Party as non-confidential;
- e. the receiving Party publishes or discloses to the relevant authority under a legal obligation.

6. Price

6.1. The agreed price is stated in euros and is exclusive of VAT, unless otherwise agreed In Writing, but inclusive of transport costs, taxes, import duties, other levies, insurance, expenses, any risk surcharges, packaging expenses, removal expenses and any installation and assembly expenses.

6.2. The agreed price is fixed for the duration of the Agreement, unless the Agreement states the specific and concrete circumstances that can result in price adjustment, and also defines the method in which the price adjustment takes place in those cases.

7. Changes, contract variations

7.1. The Contractor shall not, without Alliander's Written permission or Written request, make any change or addition to the Performance or the manner in which it is delivered.

7.2. In the event the Performance to be delivered is complicated or expanded demonstrably due to additional wishes or changed insights on the part of Alliander or as a result of a change to the statutory regulations relevant to the Performance to be delivered (in case a tendering procedure was followed: following the final date for receipt of tenders), such will constitute additional work, which

could qualify for payment, such in accordance with paragraph 3 of this article. Extra work does not include additional activities or changed insights which the Contractor should have anticipated when entering into the Agreement. If the Contractor is of the opinion that additional work applies, it will inform Alliander thereof as soon as possible In Writing. Alliander has the right at all times to refuse (a request for Acceptance of) additional work because Alliander considers that it does not concern additional work or for any other reason.

7.3. The Contractor does not commence additional work until it has been instructed In Writing by Alliander to do so. The Contractor issues a Written offer to obtain an order for the performance of additional work with respect to the scope of the expected additional work and the related duration and costs. The provisions of the Agreement, including the rates and any discounts, in so far as they are not changed due to the further Written order, apply to the additional work to be performed by the Contractor. When submitting an order, the Contractor may not impose further or more onerous financial conditions than those to which Alliander consents. An order for additional work is to be carried out under the provisions of the Agreement.

7.4. In the event the Performance to be delivered is lightened or reduced due to additional wishes or changed insights on the part of Alliander or as a result of a change to the statutory regulations relevant to the Performance to be delivered (in case a tendering procedure was followed: after the tender documents have been made available), such will constitute less work, which could qualify for setoff. If a Party is of the opinion that there is less work, it will inform the other Party thereof this as soon as possible In Writing. If a fixed price has been agreed, the Parties determine the amount of the less work in consultation, which will be set off against the price to be paid.

7.5. All agreed changes and additions to the Performance are implemented and performed by the Contractor in accordance with the conditions of the Agreement including these Purchase Conditions.

8. Payment and audit

- 8.1.** The Contractor shall not invoice the amounts owed by Alliander under the Agreement before evaluation and Acceptance by Alliander of what was delivered, as described in these Purchase Conditions, unless agreed otherwise.
- 8.2.** Alliander pays the amount it owes the Contractor under the Agreement within at most 30 days of receipt and approval of the relevant invoice by Alliander.
- 8.3.** If Alliander has not paid an invoice before the expiry of the term specified in article 8.2 without a valid reason, from the day on which the amount is due and payable Alliander owes statutory interest pursuant to Article 6:119a of the Dutch Civil Code on the payable amount. The Contractor cannot claim interest payment if the relevant invoice does not comply with the provisions of the Agreement.
- 8.4.** Alliander may have the contents of the invoice sent by the Contractor verified for accuracy by an auditor to be designated by Alliander as referred to in Article 2:393, paragraph 1 of the Dutch Civil Code. The Contractor allows the auditor concerned to examine books and records and provides him with all the data and information which he requires. The audit is confidential and does not exceed the scope of what is necessary for the verification of the invoices. The auditor reports to the Parties as soon as possible. The costs of the audit are for Alliander's account, unless the audit shows that the invoice is not correct or is incomplete, in which case the aforementioned costs will be payable by the Contractor.
- 8.5.** Alliander may suspend payment of an invoice or a part thereof, in respect of which the Parties disagree. Alliander only exercises this power if it has reasonable doubts about the correctness of the invoice concerned.
- 8.6.** The Contractor is obliged to specify its invoices properly. Alliander has no payment obligation as long as the invoice does not meet the requirements set.
- 8.7.** Alliander is not obligated to pay the invoice concerning the delivery for as long as Alliander has not accepted the results of the delivery.
- 8.8.** In the event Alliander exceeds a payment term or does not pay an invoice on the basis of (i) presumed substantive incorrectness thereof or (ii) in case of

unsoundness of the matters invoiced, such will not lead to default on the part of Alliander and does not give the Contractor the right to suspend or terminate its activities.

- 8.9.** Payment of an invoice by Alliander does not imply acknowledgement that the matters delivered or completed satisfy the Agreement.
- 8.10.** Purchase orders, purchase order confirmations and invoices are exchanged electronically between the Contractor and Alliander through a 'communication broker' contracted by Alliander. The most appropriate procedure will be determined in mutual consultation between the Contractor and Alliander; the web portal is standard.

9. Inspection

- 9.1.** Alliander and/or persons or bodies appointed to that aim by Alliander is/are entitled at all times before Delivery to (re)inspect, check, assess and/or test the Products.
- 9.2.** The Contractor shall cooperate in the desired inspection, reinspection, check, assessment and/or test and provide the necessary Documentation and information. The Contractor informs Alliander if necessary in good time in advance of the time when and place where (re)inspection, check, assessment and/or test can take place.
- 9.3.** The Contractor is entitled to be present at the inspection, reinspection, check, assessment and/or test.
- 9.4.** The costs connected to the performance of this article 9 are for Alliander's account, unless the inspection shows that the Contractor has not fulfilled its obligations pursuant to the Agreement, in which case the costs of the inspection are for the Contractor's account.
- 9.5.** If, in the event of (re)inspection, check, assessment and/or test, the Performance is rejected fully or partially before Delivery because it does not comply with the Specifications, Alliander shall inform the Contractor thereof on time in writing. If Alliander rejects the Performance to be delivered, the Contractor will be obliged, without prejudice to all other rights or claims of Alliander, to present the missing or repaired or replacement Performance at its own risk and expense forthwith for a new inspection, check, assessment and/or test. The

provisions of this article 9 apply in full if this is the case. The rejection by Alliander at the first/previous inspection, check, assessment and/or test does not result in an extension of the agreed delivery term(s).

9.6. If, by agreement, inspection, reinspection, check, assessment and/or test is/are performed by an independent body, the result is binding for the Parties.

9.7. (Re)inspection, check, assessment and/or test by or on Alliander's instructions or the omission thereof do not release the Contractor of any obligation or liability.

10. Delivery

10.1. Unless otherwise agreed In Writing, the Performance will be delivered by the Contractor on the agreed delivery date or dates, or within the agreed delivery term(s). Delivery must furthermore be coordinated in advance with Alliander.

10.2. The agreed delivery date or dates or delivery term(s) are fixed and final. If the Performance is not delivered within the agreed term or on the agreed date/dates at the agreed place, the Contractor will be in default without requiring notice of default. As soon as the Contractor knows or expects that it will not be possible to deliver the Performance on time, it shall inform Alliander thereof In Writing, stating the causes and the associated expected delay.

10.3. The Contractor shall inform Alliander in good time and adequately in advance of the precise moment of Delivery. Delivery earlier than on the agreed delivery date or dates or Delivery in parts (what are known as partial deliveries) is only possible after prior Written permission from Alliander. Written permission does not result in a change to the agreed time of payment.

10.4. Alliander is authorised to postpone Delivery. Postponement of Delivery results in extension of the agreed delivery term. Extension of the delivery term is confirmed In Writing by the Parties.

10.5. Delivery applies only as completed if the agreed Performance has been provided in full and in accordance with the Agreement and the possible purchase order, to the place designated by and at the time agreed with Alliander.

11. Evaluation and Acceptance

11.1. Alliander assesses the Performance, possibly through the engagement of / aided by third parties, on the basis of the Specifications imposed or the applicable standards as laid down in the Agreement within a term of 14 Days after Delivery. If Alliander assesses the Performance as satisfactory, Alliander accepts it by means of a Written notification to the Contractor.

11.2. If Alliander deems such necessary, it may extend the acceptance term In Writing by another 14 Days following notification of the Contractor. If Alliander has not expressed its opinion within a period of 14 Days after Delivery and has not extended the acceptance term, the Performance will be deemed to have been accepted by Alliander.

11.3. If the assessment by Alliander reveals defects in the Performance, the Performance applies as rejected and the Contractor shall remedy these defects at no charge and as soon as possible, after which the Performance shall be subjected to a second assessment. If defects are discovered, the other part of the Performance that is not affected by the faults shall be rejected as well.

11.4. The procedure of the assessment by Alliander as described in this article 11, shall be repeated until the Performance is accepted, on the understanding that if the second assessment still reveals defects, Alliander will have the right - notwithstanding its right to demand compensation - at its own discretion: (i) to require the Contractor to continue its remedial activities at no charge; (ii) at the expense of the Contractor, to take steps itself or purchase the necessary services and/or goods from a third party for the purpose of remedying the defects; (iii) to terminate all or part of the Agreement as well as any related agreements, in which connection Alliander shall not owe Contractor any fee at all; or (iv) to only accept a part of the Performance, which partial acceptance shall result in a proportionately lower fee under the Agreement.

12. Implementation

12.1. If it has been agreed that the Contractor will implement the Performance and no implementation plan has been drawn up at the moment the Agreement is signed, such a plan will be drawn up

as yet in mutual consultation between the Parties with a reasonable term at the request of either of the Parties.

- 12.2.** The Contractor has included the costs of drawing up the Implementation Plan in the price of the Performance to be paid by Alliander.

13. Warranty

- 13.1.** The warranty period during which the Contractor is obliged to remedy defects is 12 months from the date of Delivery, unless the Parties have agreed a different warranty period. The provisions of this article do not prejudice Alliander's other rights during and after the warranty period. If the delivered item has been repaired or delivered again pursuant to the warranty, the full warranty period shall start again at the moment that the repair has taken place or the Delivery has taken place again.

- 13.2.** The Contractor guarantees the proper performance of the Performance during the warranty period. In the event Alliander has complained about defects within this period, the Contractor will be obliged to arrange for the remedy of defects or redelivery free of charge and immediately, or credit all or part of the invoice value relating to the relevant Performance to Alliander within reason, such as at Alliander's discretion, irrespective of the cause of the defect and without prejudice to Alliander's other rights.

- 13.3.** In addition to article 13.2, the Contractor guarantees that it will remedy with due speed and for its account following Acceptance the defects that have been discovered by Alliander during Acceptance, but which did not form a reason for it for not Accepting.

14. Termination

- 14.1.** Alliander can only terminate the Agreement if it is duly represented.

- 14.2.** Provisions agreed between the Parties, which are by their nature intended to also continue after termination (for any reason whatsoever) of the Agreement, including this Article, also continue to exist thereafter. These provisions include, inter alia:
- a. confidentiality, for a period of 2 years after termination of the Agreement;
 - b. liability;
 - c. insurance;
 - d. intellectual and industrial property;

e. disputes and applicable law.

- 14.3.** In the event the Agreement ends (prematurely) for any reason whatsoever, the Contractor will do whatever is necessary within reason at Alliander's first request to ensure that a new contractor or Alliander itself is able to take over execution of the Agreement and/or is able to deliver a similar Performance for the benefit of Alliander. The Contractor will also return to Alliander without delay all documents, books, and other items of property made available to it by Alliander in the context of the Agreement.

- 14.4.** The Contractor will within 30 Working Days after termination of the Agreement:

- i. (a) return to Alliander or (b) remove, such to be determined by Alliander, all data that have been laid down in any form whatsoever and that were acquired by the Contractor or a Contractor Employee, without keeping a copy thereof. Alliander will be deemed to have selected option (a) if it does not make a decision within 30 Working Days after termination of the Agreement; and
- ii. remove all data located in systems not owned by Alliander. In the event this latter obligation is not fulfilled, such will apply as a breach of the duty of confidentiality, without prejudice to Alliander's other rights.

- 14.5.** The matters set out above do not apply to data the Contractor is obliged to retain on the basis of any statutory regulation. Alliander has the right to verify whether the obligation to return and remove data has been complied with by the Contractor and the Contractor will render its full cooperation required for this purpose within reason.

- 14.6.** The data referred to under (i) of article 14.4 must also be made available to Alliander if the Agreement is not terminated and such is requested by Alliander within 10 Days or so much sooner as Alliander wishes.

- 14.7.** The services referred to in this article are performed free of charge in case of an attributable failure on the part of the Contractor.

15. Dissolution

- 15.1.** The statutory regime of Article 6:265 of the Dutch Civil Code applies in so far as these Purchase

Conditions do not include express deviations from or additions to this system.

15.2. Supplementary to the statutory rights on the basis of Articles 6:265 and 6:52 of the Dutch Civil Code among others, Alliander has the right to suspend its obligations under the Agreement or dissolve all or part of the Agreement In Writing with immediate effect, without prior notice of default or judicial intervention or obligation to pay compensation for any damage and without prejudice to Alliander's other rights, including the right to compensation, in case:

- a. the Contractor or Contractor Employees have promised, offered or provided any payment, reward, gift or any other advantage of any kind whatsoever to employees who come under Alliander if such could have an impact on the attitude of that person / those persons with respect to the formation or execution of the Agreement or could have an impact on another agreement concluded or yet to be concluded;
- b. the Contractor is declared bankrupt, is granted a suspension of payment, discontinues and/or dissolves and/or liquidates its business and/or the Contractor is taken over by a third party and/or there is a merger with a third party;
- c. a prejudgment or an executory attachment has been levied against a substantial part of the Contractor's assets, which means that there are well-founded reasons to presume that the Contractor will consequently no longer be able to comply correctly with its obligations arising from the Agreement;
- d. third parties have a claim against the Contractor or Alliander in connection with an infringement of intellectual property rights in so far as relevant to the execution of the Agreement.
- e. a ground for exclusion as referred to in Sections 2.86 and 2.87 of the Public Procurement Act 2012 applies to the Contractor at the moment of dissolution.
- f. Alliander has concluded two or more related Agreements with the Contractor, Alliander may also dissolve the other Agreement(s). Their connection as referred to above must be evident from the (relevant) Agreements.

15.3. If the Agreement is fully or partially terminated on one of the grounds specified under article 15.12, all of Alliander's claims against the Contractor will be immediately due and payable.

15.4. If the Agreement is terminated fully or partially on the grounds of this article, mutual undoing takes place pursuant to Article 6:271 of the Dutch Civil Code without prejudice to Alliander's right to the compensation to which it is entitled, unless Alliander wishes to retain the matters already delivered. In that case, Alliander is only bound to pay to the Contractor the proportional price for that which has already been delivered or completed, such again without prejudice to Alliander's entitlement to the compensation owed to it.

16. Termination

16.1. Alliander has the right to terminate the Agreement In Writing at all times with due observance of a period of 4 weeks, unless the Parties have expressly agreed a different term. Proportional settlement then takes place between Alliander and the Contractor of that which the Contractor has already delivered or completed in the execution of the Agreement, of the expenses reasonably incurred and of the reasonable future obligations already assumed for the execution of the Agreement. All claims of the Contractor to further additional or alternative compensation is excluded.

16.2. Alliander may terminate the Agreement if it assumes on good grounds that the court will annul the Agreement on the basis of part 4.3.1. of the Public Procurement Act 2012 based on an application to that effect. If this is the case, the Contractor will be entitled to reimbursement of the costs incurred within reason for the execution of the Agreement and the future obligations already assumed for this purpose. However, if Alliander demonstrates that the unlawfulness is attributable (in part) to the Contractor, the Contractor will not be entitled to compensation.

17. Retransition plan

17.1. If the Agreement of the Performance is terminated in whole or in part for any reason whatsoever, the Parties will draw up or implement a Retransition Plan

at Alliander's request for the purpose of arranging for the following.

- a. The Parties will arrange for settlement of the Agreement or the Performance as soon as is reasonably possible, jointly and in mutual consultation.
- b. The Contractor ensures and guarantees that the service provision in accordance with the conditions of the Agreement is continued undisturbed in so far as the service provision and/or Performance has not yet been transferred to a new Contractor or Alliander, so that the continuity of the Performance(s) and/or the service provision remains guaranteed for Alliander.
- c. The Contractor shall provide Alliander with detailed information with respect to the systems, procedures and activities required for the delivery of the Performance, which Alliander or the successor Contractor will need in order to perform a Performance to be delivered by it.
- d. When the Agreement ends, the Contractor will transfer the service provision to Alliander or a new Contractor in accordance with the Retransition Plan.

17.2. In the event the Agreement does not determine payment for the performance of the Retransition Plan, Alliander will reimburse, in so far as is reasonable, all costs to be incurred by the Contractor for the performance of the Retransition Plan in accordance with the agreed rates.

17.3. Parts of the Agreement or the Performance that have not been terminated will be delivered in full by the Contractor against the same fee.

17.4. Any violation of the provisions of this article of the Agreement by the Contractor is to be considered to be an attributable failure.

18. Liability

18.1. Unless agreed otherwise, the Party that fails attributable to comply with its obligations is liable towards the other Party for the loss sustained or to be sustained by the other Party, on the understanding that the liability is limited to:

- for Agreements with an overall value of less than or equal to €25,000: €75,000 per event and

€150,000 per contract year or part of a year the Agreement applies;

- for Agreements with an overall value in excess of €25,000 but less than or equal to €50,000: €150,000 per event and €300,000 per contract year or part of a year the Agreement applies;
- for Agreements with an overall value in excess of €50,000 but less than or equal to €100,000: €300,000 per event and €500,000 per contract year or part of a year the Agreement applies;
- for Agreements with an overall value in excess of €100,000 but less than or equal to €150,000: €500,000 per event and €1,000,000 per contract year or part of a year the Agreement applies;
- for Agreements with an overall value in excess of €150,000 but less than or equal to €500,000: €1,500,000 per event and €3,000,000 per contract year or part of a year the Agreement applies;
- for Agreements with an overall value in excess of €500,000: €3,000,000 per event and €5,000,000 per contract year or part of a year the Agreement applies.

18.2. A series of related incidents is considered to be a single incident in this connection.

18.3. The limitation of liability as referred to above lapses:

- a. in the event of third-party claims for compensation as a result of death or injury;
- b. in the event of intent or gross negligence on the part of the other Party or Contractor Employees;
- c. in case of a data processing agreement concluded between the Parties on the basis of article 31.2: with respect to claims for compensation, including fines imposed by the supervisory authority, in connection with a failure to perform that Agreement.

18.4. Any amount owed pursuant to a penalty clause does not replace the compensation referred to in this article.

19. Forfeiture of rights

Failure by one of the Parties to claim specific performance of any provision in the Agreement within a term specified in the Agreement does not affect the right of that Party to claim specific performance of that provision and/or obligation as

yet, unless the Party concerned has agreed expressly and In Writing to the non-performance of this provision and/or obligation by the other Party.

20. **Obligation to investigate and notify**

- 20.1.** In order to determine the use of the Performance intended by Alliander, the Contractor has informed itself adequately of:
- a. the objectives in connection with which Alliander concludes the Agreement;
 - b. Alliander's organisation in so far as relevant to the Agreement.
- 20.2.** In fulfilment of the obligation to investigate and notify provided for in article 20.1, the Contractor has also formed an opinion concerning the feasibility of the Performance within the boundaries indicated by Alliander.
- 20.3.** Alliander has provided the Contractor with sufficient information with a view to the provisions of Article 20.1. Alliander provides the Contractor with additional information on request in so far as this is not confidential in nature and can reasonably be deemed to be relevant for the execution of the Agreement. The Contractor shall make timely queries to Alliander regarding any unclear matters.
- 20.4.** The Contractor is obliged when concluding and performing the Agreement (during the entire term of the Agreement) to warn Alliander of inaccuracies in the invitation to tender or contract in so far as it was aware or should have been aware of these within reason.
- 20.5.** The Parties shall keep each other informed of developments and changes that are or could be relevant to the execution of the Agreement.

21. **Insurance**

The Contractor has taken out adequate insurance and shall maintain adequate insurance to cover the risks inherent in the delivery of the Performance. Adequate insurance means at least that the Contractor will continue to comply with the requirements included in the tender documents in case of a tendering procedure.

22. **Publicity**

- 22.1.** Contractor shall only use Alliander's name or logo as (media) statement after prior Written permission. Alliander may attach conditions to this permission.
- 22.2.** Without prejudice to the provisions of article 5, neither Party shall mention the Agreement in publications, advertising statements or in any other way without prior Written permission from the other Party.

23. **Entire Agreement**

The Agreement and the related annexes replace documents, statements and acts between the Parties of a prior date with respect to the Performance for which purpose the Agreement was concluded.

24. **Auxiliary materials, tools and deliveries by Alliander**

- 24.1.** In the context of the execution of the Agreement, the Contractor itself arranges for the necessary auxiliary materials, tools, work clothing and safety equipment and bears the costs thereof.
- 24.2.** If auxiliary resources or oxygen, gas, electricity, light or water are made available by or on behalf of Alliander, their use will be for the Contractor's risk and Alliander will have the right to charge the related costs to the Contractor. The Contractor is obliged to check any resource made available by Alliander for soundness and suitability for the activities concerned.

25. **Planning**

The Contractor is obliged to abide by Alliander's working times and planning - and any changes therein - and must organise its activities so that the activities of Alliander or third parties are not disrupted or disrupted as little as possible.

26. **Reporting**

The Contractor reports on the progress with regard to the Performance to Alliander as often and in the manner specified in the Agreement or as Alliander deems necessary.

27. Documentation

- 27.1.** The Documentation is formulated in such a manner that the Performance can be used, managed and maintained properly by Alliander and third parties.
- 27.2.** Alliander has the right, in derogation from article 5 [Confidentiality], to disclose and reproduce the Documentation without owing a further fee in this connection. The Contractor guarantees that there are no claims from third parties based on a copyright accruing to them with respect to the Documentation.

28. Intellectual and industrial property

- 28.1.** All intellectual property rights that can or shall be able to be exercised - wherever and whenever - with respect to the Performance, are vested in:
- a. Alliander in so far as it concerns a Performance that has been or is being designed or created specifically for Alliander and/or under management or supervision of Alliander or has been or is being realised on the basis of its instructions or designs. In so far as necessary, these rights are transferred by the Contractor to Alliander on the basis of the Agreement, which transfer is accepted by Alliander, should this situation arise;
 - b. the Contractor or a third party in all other cases. If this is the case, the Contractor grants Alliander a perpetual, unlimited right of use that cannot be terminated and the Contractor will have the right to grant the abovementioned right of use.
- 28.2.** Signing this Agreement means that the rights referred to in article 28.1 under a are transferred to Alliander. In so far as the transfer of those rights requires a further deed at any time, the Contractor hereby authorises Alliander irrevocably, should this situation arise, to draft and sign such a deed also on behalf of the Contractor, such without prejudice to the obligation of the Contractor to cooperate immediately on request of Alliander in the transfer of these rights, without being able to set conditions in that connection. The Contractor hereby also authorises Alliander irrevocably in so far as necessary to register the transfer of these intellectual property rights in the relevant registers or have them registered therein.

- 28.3.** In case of a difference of opinion between the Parties concerning intellectual property rights with respect to (parts of) a Performance, it will be assumed that those rights are vested in Alliander, subject to proof to the contrary. Alliander may continue its use in accordance with the Agreement irrespective of the outcome of that dispute.
- 28.4.** The Contractor hereby waives, in so far as necessary, also on behalf of its Employees, all what are known as personality rights as referred to in the Copyright Act that may accrue to it, in so far as the relevant regulations allow such waiver. The Contractor guarantees that it is competent to perform this waiver also on behalf of its Employees.
- 28.5.** The Contractor indemnifies Alliander against claims from third parties in connection with an (alleged) infringement of intellectual property rights held by these third parties, such including personality rights as referred to in Section 25, first subsection, of the Copyright Act, including comparable rights with respect to knowledge, unlawful competition and the like. At Alliander's first request, the Contractor will conduct the defence in any proceedings that may be brought against Alliander in connection with the Performance on account of infringement of intellectual property rights owned by a third party. In this connection, Alliander will inform the Contractor immediately of any such action and provide the Contractor with the necessary powers of attorney and assistance. The Contractor also indemnifies Alliander against all damage and costs it may be ordered to pay within the context of such proceedings as well as the costs of the proceedings itself, including but not limited to the costs related to obtaining legal advice in this connection.
- 28.6.** In case of an alleged infringement of the intellectual property right held by a third party, the Contractor will implement for its account all measures that may contribute to the prevention of stagnation of Alliander's business operations and to limit the costs and/or losses to be sustained by Alliander as a result.
- 28.7.** Without prejudice to the provisions of articles 28.5 and 28.6, Alliander has the right to dissolve all or part of the Agreement extrajudicially in the event third parties initiate legal action against it for infringement of intellectual property rights, all of the

above without its further rights towards the Contractor, including but not limited to any right to compensation.

- 28.8.** Alliander is and remains at all times the owner of personal data and all other Data entered by Alliander when using the Performance or supplied by it for the purpose of using the Performance.

29. Transfer of rights and obligations

- 29.1.** The Parties do not have the right to transfer the rights and obligations under the Agreement, including claims, fully or partially to a third party. This provision has effect under property law within the meaning of Article 3:83 paragraph 2 of the Dutch Civil Code.
- 29.2.** In derogation from article 29.1, Alliander has the right to transfer the rights and obligations under the Agreement to an Affiliated Company.

30. Reverse-charging turnover tax

If Article 24b of the Turnover Tax (Implementation) Decree 1968 applies, the Contractor shall not charge turnover tax and shall state “turnover tax reverse-charged” on the invoice. If there is a dispute between Alliander and the Contractor about the application of the abovementioned Article 24b, the competent inspector for Alliander will be asked for a definite answer on this matter. Until a definite answer is obtained, the Parties shall act as if the abovementioned Section 24b were applicable.

31. Data protection

- 31.1.** The Contractor guarantees that it will always comply with all current regulations concerning the protection of personal data, including but not limited to the General Data Protection Regulation and the relevant implementation legislation.
- 31.2.** In so far as the Contractor processes personal data (within the meaning of the GDPR) as processor within the context of (the performance of) the Agreement, the Contractor will conclude a data processing agreement with Alliander before such processing commences. This data processing agreement must meet the relevant requirements included in the GDPR.
- 31.3.** Alliander is at all times entitled to verify whether the Contractor complies with its obligations pursuant to

the current regulations on the protection of personal data, and the Contractor shall give its full cooperation in this matter.

- 31.4.** The Contractor shall take appropriate technical and organisational security measures to protect personal data against loss or any form of unlawful processing. Having regard to the state of the art and the cost of their implementation, such measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected. These measures are also aimed at preventing unnecessary collection and further processing of personal data. The Contractor shall record these measures in writing.

32. Subcontracting and cooperation with third parties

- 32.1.** When performing the Agreement, the Contractor may only use the services of third parties with the prior Written permission of Alliander. This permission, to which Alliander may attach further conditions, will not be refused on unreasonable grounds.
- 32.2.** In the event a (European or national) tendering procedure forms the basis for the conclusion of the Agreement, Alliander will be deemed to have granted the permission referred to in paragraph 1 with respect to the third party/parties that were engaged at the time of the (European or national) tendering procedure. Permission for the replacement of a third party that was engaged at the time of the (European or national) tendering procedure will not be granted if that third party does not satisfy the same requirements or if this change leads to an adjustment of an essential element of the Agreement.
- 32.3.** The Contractor is obliged to cooperate at Alliander's request with the third parties engaged by Alliander.

33. Defects related to other software and/or equipment

- 33.1.** At Alliander's request, the Contractor will participate in consultations with other contractors designated by Alliander and/or suppliers of Alliander if it becomes clear at any moment that the Performance does not function properly in connection with the other

software and/or Products that are being or that will be used at Alliander in the future.

- 33.2.** The consultations referred to in article 33.1 are aimed at establishing the cause of the insufficient operation in connection with other software and/or Products and finding a solution as quickly as possible. The above is without prejudice to the Contractor's obligations in accordance with the conditions of the contract.

34. Audit

- 34.1.** Alliander has the right to perform an audit at the Contractor or have one performed during the term of the Agreement or perform an audit or have an audit performed in respect of the performance of (parts of) the contract by the Contractor in order to verify whether the Contractor complies with its obligations under the Agreement. The Contractor commits that it will cooperate in this connection.
- 34.2.** The time when and the manner in which audits will be carried out by Alliander will be in accordance with the relevant provisions of the Agreement. If this is not regulated in the Agreement, the audits will be carried out at a moment to be determined in mutual consultation, within 30 Days after Alliander has announced its intention to carry out the audit.
- 34.3.** In the event the audits show that the Contractor has failed to comply with its obligations referred to in article 34.1, the Contractor will ensure that these obligations are fulfilled. For this purpose, the Contractor will inform Alliander immediately after the outcome of the audit is known what measures will be taken to that end and when these will have been implemented. The Contractor will then demonstrate to Alliander that it complies with the abovementioned obligations once again. The provisions of this article entitled Audit do not prejudice Alliander's rights on the basis of these Purchase Conditions or the law.
- 34.4.** Alliander has the right to recover the costs of the Audit from the Contractor if irregularities are discovered.

35. Disputes and applicable law

- 35.1.** Any dispute between the Parties which arises from or is connected to the Agreement and ensuing

agreements will be submitted exclusively in the first instance to the competent court in The Hague.

- 35.2.** Dutch law applies to the Agreement and all agreements that arise from it or are connected to it. The applicability of the 'United Nations Convention on Contracts for the International Sale of Goods' (the 'Vienna Sales Convention') is excluded.

Part II - Special Provisions with regard to Products

36. Product definitions

In these Special Provisions with regard to Products, which apply in addition to Part I - General Provisions, several terms are used that have an initial capital letter. These terms have the meanings given to them in this article.

- 36.1. Products:** the movable property to be delivered by the Contractor to Alliander pursuant to the Agreement.
- 36.2. Installation:** the placement and connection of the Product by the Contractor.

37. Delivery & Installation

- 37.1.** Unless otherwise agreed In Writing, Delivery by the Contractor takes place at the agreed delivery address indicated by Alliander and at the place of delivery indicated by Alliander. The Contractor bears all costs and risks connected to the transport of the Products to that place, including, if applicable, payment of the import duties and the responsibility for fulfilling the associated formalities.
- 37.2.** Supplementary to the previous paragraph, the Products are Delivered DDP in accordance with the version of Incoterms published most recently.
- 37.3.** These Purchase Conditions will prevail in case of inconsistencies between the applicable Incoterms and these Purchase Conditions. If a specific method of transport has been agreed, the Supplier must comply with this strictly.
- 37.4.** If the Contractor delivers early or makes partial deliveries, without Alliander's permission, Alliander will have the right to refuse this delivery or these partial deliveries. Alliander will in that case be authorised to return the Products with prior notification, for the account and risk of the Contractor.

- 37.5.** The Contractor is obliged in such cases to store the Products for Alliander, at no extra cost, until the moment of postponed Delivery, unless this would result in unreasonable costs for the Contractor, in which case the Parties shall consult to come to an arrangement which is reasonable and acceptable to both Parties.
- 37.6.** The Contractor will use sustainable packaging materials as much as possible when delivering Products and it will arrange for its removal in an environmentally-friendly manner.
- 37.7.** If the nature and/or scope of the Performance gives cause for doing so, the Contractor may inspect the place where the Product will be installed prior to Delivery.
- 37.8.** In the event the Contractor considers the place of Installation unsuitable, it will notify Alliander thereof as soon as possible. Alliander and the Supplier will then determine a suitable place of Installation in mutual consultation.

38. Transfer of risk and ownership

- 38.1.** The Products to be delivered by the Contractor (including loading, dispatch or transport, unloading and insurance) are for the account and risk of the Contractor up to the moment Delivery has been completed as referred to in article 10 [Delivery].
- 38.2.** Alliander acquires ownership of the Products at the moment of Delivery as referred to in article 10 [Delivery]. If Alliander makes any payment before Delivery, ownership of the Products to be allocated to that payment and/or of parts or Materials for the Products which are already present at the Contractor's is transferred to Alliander at the moment of payment. The Contractor is obliged in that case to identify and separate these Products and keep them identifiable/separate for Alliander. The Contractor is in that case holder of these Products for Alliander.
- 38.3.** Contractor Employees work for the risk and account of the Contractor, including at Alliander locations. The Contractor's auxiliary materials are for the Contractor's risk and account, including at Alliander locations.

39. Warranty

- 39.1.** Supplementary to article 13 [Warranty] of these Purchase Conditions, the Contractor guarantees that all Products delivered are of sound design, construction, execution, material, composition and quality, in accordance with all requirements and conditions imposed in the Agreement, drawings, other data and standards applied by Alliander, Specifications, suitable for the Agreed Use, safe and in accordance with any government and environmental regulations, and that all Products delivered are free from design, construction, material or manufacturing defects. The Contractor guarantees furthermore that the delivered Products are free of any special burden or limitation which Alliander has not accepted expressly and In Writing. The Contractor indemnifies Alliander against any claims in this respect.

40. Special obligation to notify

During the term of the Agreement, the Supplier will notify Alliander at its own initiative of possibilities for improving the operation of the Product.

41. Modification of Products

- 41.1.** If the manufacturer of a Product prescribes a modification thereof, the Supplier will ensure that this modification is carried out as soon as possible free of charge, either by itself or by the manufacturer of the Product.
- 41.2.** The Contractor carries out Product modifications that are not prescribed by the manufacturer or the Contractor in consultation with Alliander and not until after it has obtained Alliander's Written permission, with the related quotation.

42. Replacement of parts

- 42.1.** If the replacement of parts by the Contractor leads or could lead to changes in the operation of the Product, such replacement will only take place with Alliander's Written permission.
- 42.2.** Parts are only replaced with parts that are functionally and technically at least equivalent.

43. Successor

The Contractor is not allowed to supply a functional or logical successor unless the Contractor

demonstrates that the Products comply with the (i) the requirements and (ii) the conditions imposed in the Agreement and that Alliander may test the Products free of charge, and the Contractor provides Alliander free of charge with the necessary training, such to be assessed by Alliander.

Part III - Special Provisions with regard to Services

44. Services Definitions

In these Special Provisions with regard to Services, which apply in addition to Part I - General Provisions, a number of terms have an initial capital letter. These terms have the meanings given to them in this article.

44.1. Services: the activities to be performed by the Contractor for Alliander pursuant to the Agreement as referred to in Article 7:400 of the Dutch Civil Code.

45. Payment

45.1. Alliander pays the Contractor a fee for performing the Services on the basis of the rates stated in the Agreement. Alliander shall only pay the costs and hours actually incurred/spent by the Contractor and approved by Alliander, unless the Parties have agreed otherwise In Writing. This is the sole and exclusive fee payable to the Contractor with respect to the Services. The determination of the rates accounted for the risk inherent in the provision of the Services.

45.2. All costs connected with traffic to and from work and business travel (including travel time) of Employees of the Contractor between their dwelling/hotel and the place where the Services are performed, are at the expense of the Contractor and cannot be charged on to Alliander unless agreed otherwise In Writing.

45.3. Alliander reimburses only the reasonable travel, accommodation and meal costs and other costs incurred by Contractor Employees in the provision of the Services, in so far as the reimbursement of such expenditure has been agreed expressly in the Agreement or approved in advance In Writing by Alliander.

46. Contractor Employees and replacement

46.1. The Contractor guarantees that the Employees deployed for the provision of the Services shall possess the expertise, training and experience required for provision of the Services.

46.2. The Contractor Employees are obliged, during the provision of the Services, to carry valid proof of identity and to show this at the request of Alliander.

46.3. The Contractor cannot replace Contractor Employees temporarily or permanently without prior permission from Alliander. Alliander will not refuse its permission on unreasonable grounds but may attach conditions to this permission. The Contractor will comply if Alliander requires replacement of Contractor Employees because Alliander is of the opinion that this is necessary or desirable in the interest of the proper provision of the Services.

46.4. In case of the replacement of Contractor Employees, the Contractor will make persons available who are at least equivalent to the persons to be replaced as regards expertise, training and experience, or who comply with the matters the Parties have agreed with respect to these persons. The rates applicable to the original persons cannot be raised in the event of replacement.

47. Use of Alliander property

In addition to article 24 [Auxiliary materials, tools and deliveries by Alliander] of these Purchase Conditions, the Contractor, when providing the Services, may use the necessary auxiliary materials, tools, work clothing and safety devices which are the property of Alliander, and which are provided on loan for use by Alliander to the Contractor for that purpose. Alliander may attach conditions to this loan for use.

48. Employees and auxiliary materials of the Contractor

Contractor Employees work for the risk and account of the Contractor, including at Alliander locations. The Contractor's auxiliary materials are for the Contractor's risk and account, including at Alliander locations.

49. Safety

- 49.1.** Before commencing the provision of the Services, the Contractor must familiarise itself with the circumstances at the site or in the building where the Services are to be performed.
- 49.2.** The Contractor instructs its Employees to observe the applicable (fire) safety and security regulations, procedure, internal rules and codes of conduct applicable at the location where the Services are provided.
- 49.3.** The Contractor is responsible for the safety of the Contractor Employees and shall take the necessary measures for this purpose. The Contractor shall ensure, among other things, that the Contractor Employees are provided with personal protective equipment.
- 49.4.** Alliander may demand that Contractor Employees submit at least 3 Days before commencement of the Services certificates of good conduct to Alliander.
- 49.5.** Alliander may subject Contractor Employees to security screening, in accordance with the customary rules at Alliander. The Contractor cooperates fully in this investigation and ensures that the Contractor Employees cooperate fully in this investigation. Alliander may refuse the deployment of the person concerned in the provision of the Services on the grounds of the findings of such security screening, without stating reasons.

50. Conformity services

The Contractor guarantees that the Services to be provided by or on behalf of it comply with the requirements and conditions laid down in the Agreement, and are provided on time and in an expert manner by expert employees.

51. No employee, measures related to payment of salary

- 51.1.** The Contractor declares and guarantees that in the event the Contractor deploys a Contractor Employee, which means not a self-employed person without employees, for the execution of the Agreement, this employee carries out the activities (i) on the basis of an employment contract with the Contractor (or a Contractor group company) or (ii) on the basis of an employment contract with a subcontractor of the Contractor, in which connection

the relationship between the Contractor and the employee can be considered to be an employment relationship within the meaning of Dutch tax and employment law. The Contractor also guarantees that the actual circumstances are in fact consistent with the agreement concluded.

- 51.2.** Neither the Contractor nor the Contractor Employees are deemed to be employees of Alliander. Neither the Contractor nor the Contractor Employees are entitled to Alliander employee rights or benefits. The Contractor holds sole responsibility for the full and timely cashless payment of all wages and other payments to which Contractor Employees are entitled by law or pursuant to a contract or an employment contract.
- 51.3.** Contractor has sole responsibility for the timely and correct withholding and payment of all applicable taxes and contributions the Contractor owes in connection with the provision of the Services, including VAT, wage tax and social insurance premiums.
- 51.4.** The Contractor records which of its Employees it will deploy for the execution of the Agreement, the wages that the relevant employees will receive and whether these wages comply with the requirements of the law or the (employment) contract.
- 51.5.** The Contractor will grant Alliander or a competent authority upon first request access to the data referred to in article 51.4 or provide these data and provide upon request all underlying documents, such for the purpose of inspections, audits or wage validations.
- 51.6.** As regards Alliander, the Contractor may limit itself to submission of a quality mark, certificate or statement from an auditor as referred to in the Accountancy Profession Act from which it is evident that it has ascertained the correctness and completeness of the wage that was paid in connection with the work related to the execution of the Agreement instead of the data referred to under articles 51.4 and 51.5.
- 51.7.** The Contractor shall notify Alliander without delay, at its own initiative, if a claim for back wages is filed against it pursuant to Article 7:616a of the Dutch Civil Code.
- 51.8.** The Contractor also undertakes to impose the aforementioned obligations laid down in this article

on subcontractors that it engages for the execution of the Agreement and to require that these subcontractors include the same or equivalent requirements for the subcontractors that they themselves deploy.

52. Self-employed persons without employees

The Contractor guarantees that it will comply with the Assessment of Employment Relationships (Deregulation) Act. In a situation in which the Services are provided by a self-employed person, the Contractor guarantees that the contract between the Contractor and the self-employed person has been approved by the Dutch Tax and Customs Administration or is based on a model contract drawn up by the Dutch Tax and Customs Administration, so that the relationship between the Contractor and the self-employed person cannot qualify as an employment relationship within the meaning of Dutch tax and labour law. The Contractor must present the agreement or model agreement at Alliander's first request. If the Contractor does not comply with this request, the self-employed person may not provide the Services. The Contractor also guarantees that the actual circumstances are in fact consistent with the agreement concluded.

53. The Contractor is a self-employed person without employees

In the event the Contractor qualifies as a self-employed person without employees, an agreement will be concluded between Alliander and the Contractor that has been approved by the Dutch Tax and Customs Administration or that is based on a model contract drawn up by the Dutch Tax and Customs Administration, so that the relationship between the Contractor and the self-employed person without employees cannot qualify as an employment relationship within the meaning of Dutch tax and labour law. The Agreement between Alliander and the Contractor does not enter into effect until the agreement or the model agreement has been concluded.

54. Employees clause

Parties shall not, without permission from the other Party, during the execution of the Agreement as well as within one year of termination of the Agreement, in any way, directly or indirectly, approach or tempt employees of the other Party to end their employment with that Party in order to enter into a contract with the other Party or an enterprise affiliated with that other Party. This permission shall not be withheld on unreasonable grounds. If an employee of a Party, acting on his own initiative, actively approaches the other Party, that Party has not acted contrary to this article 54.

Part IV - Special Provisions with regard to IT

55. IT definitions

In these Special Provisions with regard to IT, which apply in addition to Part I - General Provisions, a number of terms have an initial capital letter. These terms have the meanings given to them in this article.

55.1. Source Code: all of the software instructions in their original programming language, including the related Documentation, intended for performance by a computer, in such a format that a programmer who has knowledge of and experience with the manner of programming and technology applied is able to alter the Software using it.

55.2. Right of Use: the right on the basis of which Alliander is authorised to install and use the Standard Software in accordance with the Agreed Use, including all temporary or permanent reproductions and disclosures necessary for this purpose within reason.

55.3. IT Provisions: these Special Provisions with regard to IT consisting of:

- Part A - General Provisions with regard to IT;
- Part B - Special Provisions with regard to the Right of Use;
- Part C - Special Provisions with regard to Custom Software;
- Part D - Special Provisions with regard to Maintenance;

- Part E - Special Provisions with regard to Cloud Services.

- 55.4. Custom Software:** Software developed or to be developed specifically for Alliander or adjustments to the Standard Software specifically for Alliander,
- 55.5. Object Code:** Translation of the Source code into code that can be read and performed directly by a computer.
- 55.6. Maintenance:** the activities to be carried out by the Contractor aimed at recovering and/or improving the Performance.
- 55.7. Patch:** temporary correction to the Standard Software.
- 55.8. Software:** the set of programming lines to be delivered by the Contractor that can be used directly or indirectly by a computer to realise a certain result described in greater detail. Software can be distinguished into Standard or Custom Software.
- 55.9. Service Level Agreement:** Written arrangements with respect to the quality to be delivered and the service level of the Performance.
- 55.10. Standard Software:** Software developed for general use that is not made available exclusively to Alliander.
- 55.11. Update - improved version:** a subsequent version of the Standard Software in which defects have been remedied and/or the operation and/or functionality thereof has been improved otherwise.
- 55.12. Upgrade - new version:** a subsequent version of the Standard Software that includes predominantly new or altered functionalities, released under a different name or otherwise.

Part A - General Provisions with regard to IT

56. Warranty

- 56.1.** The warranty referred to in article 13 [Warranty] does not apply in so far as the Contractor demonstrates that the defect arose as a result of an alteration made to the Performance by Alliander or by a third party engaged by Alliander without its consent. The warranty also does not apply if a defect is demonstrably the consequence of incorrect, careless or inexperienced use of the Performance by Alliander.

- 56.2.** The Contractor guarantees that it is able to maintain the Performance for up to 5 years after the date of Acceptance.

57. Assessment resilience and compliance

- 57.1.** Alliander has the right to carry out or have carried out penetration/hack tests (including social engineering) announced in advance or regular security scans for the purpose of identifying risks in the area of (i) the availability, (ii) the integrity and (iii) the confidentiality of the data and systems of and for Alliander. The Contractor is obliged in relevant cases to impose this right of Alliander on the party entitled to the Performance in question. The Contractor indemnifies Alliander against any claims in this respect.

Part B - Special Provisions with regard to the Right of Use

The provisions of this Part B always apply together with Part I - General Provisions and Part IV- A: General Provisions with regard to IT and any other Special Provisions in the event Alliander acquires Rights of Use.

58. Definitions Right of Use

Supplementary to article 1 and article 55, in this special part B of Part IV - Special Provisions with regard to IT, the following terms with an initial capital are defined as follows;

- 58.1. Escrow:** the filing of (a copy of) the Source Code with an independent third party to be designated by Alliander so that is able to use it or have it used independently for the purpose of remedying errors and otherwise maintaining and managing the Standard Software in case one or more of the conditions determined in the Agreement are fulfilled.

59. Nature and substance of the Right of Use

- 59.1.** The Contractor grants Alliander with due observance of these IT provisions a perpetual, transferable and irrevocable Right of Use in respect of the Standard Software and in respect of Upgrades if Alliander is entitled to receive these. The Right of Use does not comprise a transfer by the Contractor

to Alliander of patent rights, copyrights or trademark rights in respect of the relevant Standard Software, unless the Parties have made different arrangements in this connection.

59.2. The Right of Use includes in any event, without Alliander owing any additional fee in this connection:

- a. the right to use all functionalities of the purchased Standard Software accessible to Alliander, including in the event these are not listed in the Documentation;
- b. the right to create copies of the Standard Software and store them, test it regularly and keep it on 'hot standby' in case of contingencies/emergencies;
- c. the right to use the Standard Software for testing and development purposes;
- d. the right to use the Standard Software without any restriction or limitation as regards place, equipment, duration or otherwise, including having it maintained and/or managed by third parties, IT outsourcing, business process outsourcing or similar third-party services for the benefit of Alliander, unless the Parties have made other arrangements in this connection in advance.

59.3. Alliander acquires a non-exclusive right to use the Standard Software for installation and testing purposes until the moment of Acceptance of the Standard Software.

59.4. In the event the Contractor remedies defects in the Standard Software exclusively by means of the release of Patches or Updates, Alliander will be entitled to the receipt and use thereof free of charge during the warranty period referred to in article 12, including in the event it has agreed no Maintenance with the Contractor.

60. Guarantees

Supplementary to article 13 [Warranty] and article 56 [Warranty], the Contractor guarantees that:

60.1. the Standard Software does not include technical facilities, functions or other foreign elements that preclude or could preclude the Agreed Use at any time on a permanent or temporary basis, unless the Parties have made other arrangements in this connection in advance.

60.2. If it is not the party entitled to the Standard Software, it has been authorised by the entitled party to grant Rights of Use to third parties on its behalf. The Contractor provides Alliander with a copy of that authorisation upon request.

61. Conversion into other Rights of Use

61.1. In the event the Contractor wishes to convert the Right of Use granted to Alliander at any time into another Right of Use with respect to the Standard Software, it will deliver a document for this purpose concerning inter alia the conversion ratio and planning to be applied in that connection and from which it is evident that the same facilities remain guaranteed for Alliander. Such conversion does not entail any adverse consequences for Alliander of any kind.

61.2. Alliander may continue to exercise its Right of Use in full if the Parties are unable to reach agreement.

62. Escrow

62.1. Escrow comprises all information that has not been disclosed and that is required within reason by Alliander for the purpose of error recovery, maintenance and management of the Standard Software so that it may continue the Agreed Use thereof. Escrow complies with what is customary in respect thereof in the Dutch market at the time of the conclusion thereof.

62.2. In the event Escrow forms part of the Agreement, the Contractor will submit to Alliander evidence from which it is evident that the Escrow complies with the relevant provisions of the Agreement or the Contractor will ensure with due speed that such a facility is created.

62.3. In the event Escrow does not form part of the Agreement, Alliander will also have the right afterwards to demand that such an arrangement is concluded as yet or it will always have the right to joint an escrow agreement as referred to in article 62.2. The reasonable related costs are for Alliander's account.

Part C - Special Provisions with regard to Custom Software

The provisions of this Part C always apply together with Part I - General Provisions and Part IV- A: General Provisions with

regard to IT and any other Special Provisions in the event Alliander agrees development and Delivery of Custom Software with the Contractor.

63. Delivery

63.1. The Instruction to develop Custom Software also comprises its Delivery. Delivery also includes the Source Code and the Object Code.

64. Intellectual Property

64.1. Supplementary to article 28 [Intellectual and Industrial Property], the Contractor may not make the Custom Software available to third parties in any form whatsoever, nor provide third parties any information in respect thereof, unless Alliander has approved this expressly In Writing. Alliander may attach conditions to this permission.

65. Maintenance and guarantee

65.1. In the event Alliander maintains Custom Software itself or has it maintained by a third party, the Contractor will assist it in this connection against a fee in line with the market. The Contractor provides for this purpose and upon request the required (additional) information to Alliander or to a third party engaged by it for this purpose. The matters set out above also apply to management activities with respect to Custom Software that Alliander carries out itself or has carried out by a third party.

65.2. If Alliander has also agreed Maintenance with the Contractor, the relevant provisions of that Agreement apply.

Part D - Special Provisions with regard to Maintenance

The provisions of this Part D always apply together with Part I - General Provisions and Part IV- A: General Provisions with regard to IT and any other Special Provisions in the event Alliander agrees Maintenance of the Performance with the Contractor. The conditions to be set out below apply as (minimum) Maintenance conditions.

66. Maintenance Definitions

Supplementary to article 1 and article 55, in this special part D of Part IV - Special Provisions with regard to IT, the following terms with an initial capital are defined as follows;

66.1. **Corrective Maintenance:** tracing and recovering Failures by the Contractor, which failures were reported to it by Alliander or that otherwise came to the attention of the Contractor.

66.2. **Functionality Restoration Time:** the period, expressed in hours, between the moment at which a Failure is reported to the Contractor and the moment at which it is resolved.

66.3. **Preventative Maintenance:** the implementation of measures by the Contractor for the purpose of preventing Failures and other related forms of service provision.

66.4. **Response Time:** the time within which the Contractor (Employees) must respond adequately to the report of a Failure by Alliander as well as other requests for service provision by Alliander.

66.5. **Service Levels:** requirements included with respect to Maintenance and other agreed forms of service provision included in the Agreement such as Response Times and Functionality Restoration Times.

66.6. **Failure:** a technical problem that occurs during the use of the Performance.

67. Maintenance and support

67.1. Unless agreed otherwise, the Contractor performs Maintenance on the Performance against the agreed fee.

67.2. Maintenance commences at the moment agreed in the Agreement or following Delivery of (the relevant part of) the Performance.

67.3. Unless agreed otherwise, Maintenance comprises at least the following services:

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

67.4. The Contractor can be reached within the context of Maintenance in any event on Working Days during Office Hours.

68. Maintenance of Performance already delivered earlier

These Special Provisions also apply in case Alliander agrees Maintenance with the Contractor at a later moment with respect to a Performance delivered earlier by the Contractor for Alliander.

69. Time and place of the performance of Maintenance

- 69.1.** The Contractor performs Maintenance at or from its location. The Contractor will perform Maintenance at the Alliander location or at a location of third parties engaged by Alliander only if this reasonably necessary.
- 69.2.** Maintenance that may lead to a disruption of the work process at Alliander is carried out outside Alliander's customary working hours in principle.
- 69.3.** In the event disruption of the work process as referred to in paragraph 2 of this article is unavoidable in view of the importance of the immediate recovery of the Failure, the Contractor will notify Alliander thereof in due time before commencing the Maintenance.

70. Corrective Maintenance and temporary solutions

- 70.1.** The guarantee included in article 56.2 that the Contractor will be able to maintain the Performance for at least 5 years after Acceptance in accordance with these provisions applies in full to Corrective Maintenance, also in the event Alliander does not wish to purchase Upgrades or the most recent models of the Performance.
- 70.2.** The Contractor only installs Patches with Alliander's permission. The Contractor replaces a Patch with an Update as soon as possible, unless the Parties make different arrangements in this connection in specific cases.

71. Preventative Maintenance

As part of Preventative Maintenance, the Contractor inspects the Performance for sound operation on a regular basis and at least once per year.

72. Service Level Agreement - compliance with Service levels

- 72.1.** If and in so far as such is not already regulated in the Agreement, the Contractor declares that it is willing to conclude one or more Service Level Agreement (SLAs) at Alliander's first request, in which the specific Service Levels, and the content and frequency of reporting are laid down and which

include measures with respect to the realisation or the failure to realise the agreed Service Levels.

- 72.2.** The Contractor makes every effort to realise the Service Levels. The consequences of failure to realise the Service Levels are regulated in the Agreement or SLA. The provisions of these Purchase Conditions and/or the Agreement with respect to liability apply in this connection. Dissolution of the Agreement is possible in any event in case the Service Levels are repeatedly not realised.
- 72.3.** In derogation from the provisions of paragraph 2 of this article, the Functionality Restoration Times and Response Times apply as strict deadlines, unless the Parties have made different arrangements in this connection in advance.
- 72.4.** Service Levels do not prejudice the provisions of the Agreement.
- 72.5.** The Contractor arranges for adequate recording of the Service Levels and makes reports concerning the results of the agreed Service Levels available on a regular basis. The content and frequency will be laid down further.

73. Reporting, cancelling and prioritising Failures

- 73.1.** Alliander reports and cancels Failures in the manner set out in the Agreement or the SLA.
- 73.2.** Alliander determines the priority level to be allocated when reporting a Failure in accordance with the provisions of the Agreement or the SLA with respect to Maintenance.
- 73.3.** The Contractor's response to a report as referred to in article 73.1 is always aimed at resolving the Failure as soon as possible and in any event within the recovery time laid down in the SLA by installing a Patch or by other means. The provisions of Article 70.1 and article 75 apply in this connection.

74. Maintenance carried out by parties other than the Contractor

Alliander can only have the Maintenance agreed with the Contractor carried out by a third party during the term of the relevant Agreement while retaining its rights if the Contractor fails to comply with its obligations under that Agreement or if it granted permission to do so by the Contractor.

75. Testing the Maintenance result

Alliander may test or have tested whether a Failure has actually been resolved. The Contractor is obliged to cooperate in this connection. In the event the test shows that a Failure has not been resolved satisfactorily, Alliander may recover the costs of testing from the Contractor.

76. Update and Upgrade

- 76.1.** The Contractor arranges for a consistent version policy. The fact that Updates and Upgrades become available on time applies as starting point. The Contractor assesses with a view to the above on a regular basis whether it is necessary to release new versions and informs Alliander as soon as possible of the findings of its assessment.
- 76.2.** Interim changes to the Software as a result of Corrective Maintenance form part of Updates and Upgrades as much as possible.
- 76.3.** The Contractor makes a copy of an Upgrade available to Alliander for testing and evaluation purposes upon request and free of charge. Alliander is not obliged to implement Upgrades. If it has been agreed that the Contractor installs the Software, this obligation also applies to Upgrades Alliander wishes to put into operation.

Part E - Special Provisions with regard to Cloud Services

The provisions of this Part E always apply together with Part I - General Provisions and Part IV- A: General Provisions with regard to IT and any other Special Provisions in the event the Contractor provides services in the shape of cloud services.

77. Cloud definitions

Supplementary to article 1 and article 55, in this special part E of Part IV - Special Provisions with regard to IT, the following terms with an initial capital are defined as follows;

- 77.1. Availability Rate:** the time the Software is available to Alliander during a calendar month, expressed as a percentage (percent).
- 77.2. Exit Plan:** all of the arrangement laid down between Alliander and the Contractor concerning the process, responsibilities, planning and costs with respect to the transfer of the Performance or parts thereof to a subsequent party or Alliander in case of

premature termination or termination at the end of the term of the Agreement resulting in as little disruption of the Performance as possible.

- 77.3. Planned Unavailability:** the periods during Office Hours when the Software may be unavailable with Alliander's consent.
- 77.4. IaaS Services:** the provision of services on the basis of which the Contractor makes and keeps available from the start date hardware services, such as server and storage capacity, processing power and infrastructure as well as technical management thereof.
- 77.5. Incidents:** an event that results in the fact that the Software and/or the agreed service provision or Performance does not function in accordance with the agreed Specifications or cannot be used.
- 77.6. Office Hours:** Monday to Friday between 08.30 hours and 17.30 hours, with the exception of public holidays, unless the Parties have agreed otherwise.
- 77.7. Network Configuration:** the hardware, interlinking telecommunication connections and related operating systems.
- 77.8. PaaS Services:** the provision of services on the basis of which the Contractor makes and keeps available from the start date a platform on which Alliander can develop, run and manage applications.
- 77.9. SaaS Services:** the provision of services on the basis of which the Contractor makes and keeps available from the start date via a telecommunications connection the Software on Alliander's Network Configuration for the purpose of Alliander's use of the Software.

78. General

Alliander is always fully responsible for its use of the Software and for the data it stores, requests, disseminates and uses otherwise with the aid of the Software.

79. Services

- 79.1.** The Contractor grants Alliander a Right of Use in respect of the Software with due observance of Part IV - Special Provisions with regard to IT. The Contractor also grants Alliander the right to (sub)license the Performance to Affiliated Companies.

- 79.2.** The Contractor will make available to Alliander all necessary data, such as URLs and login details, which are necessary to be able to actually use the Software.
- 79.3.** The Contractor does not have the right to suspend the Right of Use concerning the Software, unless continuation cannot be expected. This is not justified by a single instance of non-payment.
- 79.4.** The Contractor guarantees that the Software together with the Network Configuration functions in accordance with the Specifications.
- 79.5.** The Contractor guarantees the proper performance of the telecommunication connection which is used by the Contractor to make and keep the Software available on Alliander's Network Configuration for the purpose of use during Office Hours.

80. Security

- 80.1.** The Contractor will arrange for adequate security measures and procedures within the context of its services as may be expected from a professional supplier in the industry.
- 80.2.** The Contractor uses the measures and procedures that have been laid down to guarantee the availability, integrity and confidentiality of the Software and to secure it satisfactorily against unauthorised access or loss of data or against any other form of unlawful processing of data.
- 80.3.** The Contractor performs annual risk analyses with respect to the technical and organisational security measures that have been implemented and will update these if necessary. The Contractor will adjust and/or improve these measures if necessary, in so far as the legislation and regulations applicable to the Performance give cause for doing so.
- 80.4.** The Parties' employees only have access to systems with respect to the Software if authorisation has been granted by the Parties' authorised officers. The Parties' authorisation procedure must indicate for each person involved who is authorised in accordance with this procedure the nature of his activities, the duration of the authorisation as well as the systems and data to which access is granted.
- 80.5.** The Contractor arranges for operational management of the authorisation as regards the access security and tools in use at the Contractor.

- 80.6.** The Contractor is responsible for identifying (attempts at) unauthorised access to the Software. In the event the Contractor identifies (attempts at) unauthorised access, it will implement the necessary measures in order to limit any damage to a minimum and attempt to prevent the unauthorised access from being repeated. The (attempt at) unauthorised access as well as all measures implemented will be reported to Alliander immediately.

81. Availability

- 81.1.** The Contractor guarantees the Availability Rate of the Software as laid down in the Agreement and/or invitation to tender.
- 81.2.** If and in so far as no Availability Rate has been agreed in the Agreement and/or the invitation to tender, a minimum Availability Rate of 98% per month on Working Days between 08.00-18.00 will apply.
- 81.3.** Activities that have to be performed during Planned Unavailability are not performed during Office Hours. The Contractor will request Alliander's permission for Planned Unavailability at the earliest possible moment, but in any event at least 72 hours before the Planned Unavailability.
- 81.4.** The Parties hereby agree that the execution of the Agreement will not be stopped in case of a conflict between the Parties so that sound progress is not hindered unnecessarily, unless the nature of the dispute is such that this cannot be expected of Alliander or the Contractor.

82. Incident resolution

- 82.1.** The Contractor will arrange for a helpdesk that functions as an integral point of contact for all Incidents involving the use of the Software. A coordinator will report Incidents to the Contractor's helpdesk on behalf of Alliander, unless the Parties have made other arrangements in this connection in advance.
- 82.2.** If the coordinator and the helpdesk disagree about the nature and scope of the Incident in connection with a report, the highest priority category of the two points of view will be assumed as starting point for the resolution of the Incident until the Incident is

resolved or the Parties have agreed at an earlier moment that a lower priority applies to that Incident.

82.3. The coordinator is the point of contact within Alliander's organisation for questions and Incident reports and for feedback by the Contractor to Alliander concerning the action taken in response to those notifications. Incidents may be reported by the coordinator to the Contractor's helpdesk by telephone or by e-mail.

82.4. Incidents and Incidents as a result of a defect are remedied by the Contractor free of charge, unless such defects are attributable to Alliander.

83. Data storage

83.1. The Contractor must have a disaster recovery location or equivalent location.

83.2. The data centres that facilitate the data storage (including the disaster recovery locations) must be located within the European Economic Area (EEA).

84. Back-up and data recovery

84.1. The Contractor will arrange for regular back-ups.

84.2. The back-ups will be created in two copies in which connection 1 copy is stored daily at the disaster recovery location or other measures are taken that ensure adequate continuation of the services. The Contractor guarantees that Alliander will have access 24/7 to the back-up service that can be used to place back or download files and databases. The Contractor demonstrates compliance with the obligations referred to in this article at Alliander's request.

84.3. The back-ups will be stored for as long as is necessary to guarantee the continuity of the proper operation of the Software.

84.4. In case of circumstances in which the Software and data are no longer available, the Contractor will arrange for unaltered continuation of the services.

85. Price and payment

Supplementary to article 6 [Price] and article 8 [Payment and inspection], the fee is determined on the basis of actual use as measured by the Contractor.

86. Capacity – adjustment of parameters

The capacity of the Software must comply with the Agreed Use in accordance with the invitation to tender and must at least take account of the scalability based on the growth anticipated by Alliander.

87. Software changes

87.1. Changes that have an impact on the Software, information security and/or privacy must be reported to Alliander In Writing at least 30 Days before the changes becomes effective.

87.2. Alliander has the right to reject the changes and may dissolve the Agreement within 30 Days after receipt of the Contractor's notification with respect to changes to the Software.

88. Exit Plan

88.1. The Parties agree within the context of the continuity of Alliander's business operations that in the event the Agreement ends or is terminated, the Parties will consult after the end or terminations has become known concerning continuation of the services by third parties.

88.2. The Exit Plan must enable Alliander to terminate all or part of the cloud service with the Contractor and continue the same (or a comparable) cloud service with a new service provider in an undisturbed and uninterrupted manner.

88.3. The Contractor is obliged to provide such a level of assistance and support and provide Alliander and/or the new service provider with the necessary information and Documentation, which are needed to make a timely, effective and efficient migration or switch possible.

88.4. The Contractor ensures that the data are not lost and/or damaged throughout the entire exit procedure. The Contractor makes it clear on Alliander's request what measures it has implemented in order to guarantee the integrity of the data.

88.5. The Contractor will not impose any barriers or obstructions of any kind that can complicate or prevent the migration to a new service provider in any way whatsoever.

- 88.6.** The Contractor remains fully responsible for a full, timely and correct provision of the cloud service until the end date that applies to the cloud service, which will be determined further in the Exit Plan. Unless Alliander decides otherwise, the Parties have agreed that the Agreement will not end until the moment the Exit Plan has been implemented in full.
- 88.7.** After the Exit Plan has been completed, Alliander will have the right to engage an independent IT expert to verify at the Contractor whether all data have indeed been removed definitively from the Contractor's systems.
- 88.8.** The Contractor will perform the activities against the Contractor's standard rates. The Contractor is obliged to document and report to Alliander all activities carried out truthfully and while stating the time spent on these activities.

89. Continuity guarantees

- 89.1.** In view of the Contractor's large dependency as well as the continuity risk in case of incidents and contingencies (such as bankruptcy) that exist with respect to cloud services, the Contractor hereby declares that it is willing, should the occasion arise, to make additional arrangements with Alliander in order to reduce the abovementioned risks.
- 89.2.** The additional arrangements referred to in the previous paragraph may consist of inter alia:
- a. making arrangements about the transfer back or to a third party on a regular basis of the data processed by the Contractor ('data escrow'); and/or
 - b. concluding an agreement with a third party in which the relevant third party commits jointly and severally to, or guarantees execution of the Agreement; and/or
 - c. concluding a (tri-partite) agreement with a third party pursuant to which the relevant third party (always) has access to all necessary data in order to, should the occasion arise, be able to perform all or part of the Performance under the Agreement in the Contractor's place on the basis of a new agreement or otherwise.



Alliander

Code of conduct for Suppliers

Alliander has an important social function: safe, reliable and clean energy supply.

When transporting gas and electricity, we are literally connected to society. We therefore take corporate social responsibility very seriously. We invest in a responsible procurement policy. We expect our suppliers to take their corporate social responsibility seriously as well. We use the Alliander Code of Conduct for Suppliers for that purpose.

The Alliander Code of Conduct for Suppliers is based on the guidelines of the Organisation for Economic Cooperation and Development (OECD). It sets requirements on doing business ethically and fairly and sets out how we want to treat our people, how we want to improve our living environment, and how we want to work (together). Alliander attaches great importance to compliance with this Code of Conduct and can also check this, for instance by visiting companies or requesting reports.

How we treat our people

Everywhere in the world, employees should be able to work in decent, fair and safe conditions.

Together with our suppliers we therefore respect the Universal Declaration of Human Rights and the international treaties on terms of employment and working conditions, as drawn up by the International Labour Organisation (ILO).

The following points are of particular importance:

Anti-discrimination

All anti-discrimination provisions as defined in (supra) national laws and regulations are respected and complied with. There is no discrimination on grounds of age, nationality, race, ethnic background, gender, sexual orientation or physical impairment.

Unions

Employees have the right to join (labour) unions. They have the right to participate in (collective) bargaining aimed at reaching agreement about terms and conditions of employment.

Voluntary labour

It is acknowledged that labour is based on a voluntary agreement. Forced labour is not used under any circumstances such as in the case that, in spite of human rights conventions, people are pressured to perform work.

Child labour

Suppliers refrain from using child labour. To this end, all (supra) national laws and regulations which apply to child labour are respected. ILO conventions 138 and 182 are of particular importance in this respect. They provide, among other things, that school-age children (generally up to the age of 15) are not employees, and that children are not involved in dangerous work, forms of slavery and armed labour.

Working conditions

Measures are taken to enhance and guarantee working conditions. This concerns in any case working hours and rest periods, safety measures and precautions, measures for specific risk groups and the handling of hazardous substances.

How we treat our living environment

Caring for the living environment is part and parcel of sustainable business operations. Measures for protecting and improving the quality of the environment, public health and safety are important points for attention.

Points of departure in caring for the living environment are:

Life-cycle analysis

It is important to keep the footprint of products and services as small as possible. Negative impact on the living

environment must be minimised. Valuable methods include LCA (life-cycle analysis), EIA (environmental impact assessment) and TCO (total cost of ownership). The consumption of raw materials and energy is analysed, as are emissions during the production and entire service life of the product.

Product composition

The raw materials used, the risks of hazardous substances, combinations of raw materials and the possibilities of reuse of raw materials and/or parts at the end of a product's service life are taken into consideration in the product composition.

Waste and recycling

Waste is avoided as much as possible. The possibilities of recycling are investigated and put into practice whenever possible.

It is a valued option if the supplier takes back products at the end of their service life (whereby suppliers assume responsibility for the product and the raw materials).

Information

Information is provided on health, safety and environmental issues with regard to activities to employees and the local residents.

How we work

Alliander believes in doing business openly, honestly and independently.

In concrete terms this means:

Laws and regulations

All (supra) national laws and regulations which relate to business activities must be respected. If local (industrial) standards are stricter than the legislation, these (industrial) standards will be complied with.

Transparency

The aim is to provide optimum transparency about business operations. Measures taken to that aim include regular public publications on, provision of information about and accountability for the efforts as stated in this Code of Conduct. Insight is provided into performances, criteria, viewpoints and decisions made.

Integrity

Suppliers are ethical: they do not become involved in bribery and are cautious in giving and receiving business gifts. The laws and cultures of countries where business is done are respected. Measures are taken to minimise the risk of corruption and/or abuse of authority, both in the production and in the supply of goods, products and services.

Supply chain responsibility

Alliander works together with suppliers on responsible supply chain management. The supplier will apply the principles of the Code of Conduct and introduce and discuss them with employees. The supplier will also, whenever reasonably possible, request its upstream suppliers in the supply chain to comply demonstrably with the Code of Conduct.