

GENERAL IT PROCUREMENT TERMS AND CONDITIONS HEIJMANS N.V.

and the companies affiliated with it in a group as referred to in Section 24b, Book 2 of the Dutch Civil Code.

If there is any inconsistency between this translation and the Dutch text of the 'IT INKOOPVOORWAARDEN HEIJMANS N.V.', the Dutch text will prevail.

A General Clauses

GENERAL

Article 1: Definitions

- 1.1 In these terms and conditions, the following terms, where capitalized, are defined as follows:
- **Acceptance:** approval by the Client of the Performance or components thereof.
 - **General Clauses:** the clauses in Part A of the General Terms and Conditions of IT Procurement.
 - **Source code:** the entirety of program commands in their original programming language, including the accompanying Documentation, intended for being run by computer, in a format allowing a software programmer with the appropriate knowledge and experience in the programming method and technique used to modify the software.
 - **Services:** Installation and Implementation Services, Maintenance and Support, and other services provided by the Contractor.
 - **Documentation:** any description of the Performance and the properties thereof, whether or not specifically intended for the installation, implementation, use, administration and/or maintenance thereof.
 - **Strict Deadline:** a deadline explicitly agreed by the parties as such which, if exceeded, the party for which the deadline is set is immediately (i.e., without notice of default) in breach of contract.
 - **Defects(s):** any malfunction and/or other problem as a result of which the Performance is not suitable for the Contractually Agreed Use.
 - **Use:** With regard to the Standard Software, the use comprises the right (i) to use all available functions of the Software without restriction as to place and time; (ii) to use the Standard Software for testing purposes; (iii) to create and save copies of the Standard Software (for backup purposes); (iv) to resolve issues or have issues resolved in the Standard Software; (v) to perform maintenance of the Standard Software or have maintenance of the Standard Software performed; (vi) to use the Software for all activities of the Client; (vii) to use and save data and to retrieve and reuse the data and to change or consolidate the data in the database; and (viii) to use the Standard Software in connection with any associated or connected networks, including (without limitation) the internet or intranet.
 - **Group Company:** the group company/companies of the Client as defined in Section 24b, Book 2 of the Dutch Civil Code.
 - **Hardware:** the material objects such as devices that the Client purchases from the Contractor.
 - **Main Building Contract:** the Contract between the Client and the Principal.
 - **Installation and Implementation Services:** the installation and implementation services performed by the Contractor with respect to the Product.
 - **Intellectual Property Rights:** patents, trademarks, copyrights, typographical rights, database rights (including extraction rights), registered and unregistered design or model rights, business secrets and the right to keep information confidential, and all rights and forms of protection of a similar nature or with the same or similar effect on the aforesaid rights, anywhere in the world, regardless whether they are registered and including applications for registration thereof.
 - **IT Procurement Terms and Conditions:** these terms and conditions.
 - **Supply:** the supply by the Contractor of Products in the manner stipulated in the Contract and/or under the IT Procurement Conditions, as evidenced from a proof of receipt thereof issued by the Client.
 - **Location(s):** the location where the Product will be installed.

- **Custom Software:** Software specially developed for the Client under the Contract, including accompanying Documentation.
- **Additional Work:** work not included in the Service that results in costs that exceed the Fee.
- **New Version(s):** a subsequent version of the Standard Software with a considerable degree of new or changed functionalities, and which may or may not be released under a different name.
- **Object Code:** translation of the Source Code into code directly executable by a computer.
- **Maintenance and Support:** preventive maintenance, corrective maintenance, and emergency maintenance of, and support in any form relating to, the Product.
- **Client:** Heijmans N.V. and/or one of its subsidiaries.
- **Contractor:** the counterparty to the Contract that has undertaken the obligation to perform the Contract.
- **Contractually Agreed Use:** the use of the Performance intended by the Client, as is known or must reasonably be known by the Contractor at the moment of signing the Contract, all insofar as that use is not explicitly excluded or restricted in the Contract.
- **Contract:** the agreement between the Client and the Contractor to which the IT Procurement Conditions are declared applicable.
- **Patch:** a correction of standard software intended as a temporary fix.
- **Personnel:** the members of staff and/or auxiliary personnel to be engaged by the parties in the performance of the Contract.
- **Performance:** the Product to be Supplied by the Contractor and/or the Service(s) to be rendered by the Contractor, as well as the results of the Services.
- **Principal:** the Client according to the Main Building Contract.
- **Product:** Hardware and Software that the Contractor Supplies to the Client under the Contract.
- **Project:** the order as described in the Main Building Contract.
- **Software:** the set of program rules to be Supplied by the Contractor as can be used, either directly or indirectly, by a computer to achieve a specific result as additionally specified. Software can be broken down into two types, Standard Software and Custom Software.
- **Standard Software:** Software (including accompanying Documentation) developed for general use that is not made available exclusively to the Client.
- **Update:** a subsequent release of the Standard Software in which Defects are remedied and/or the functioning of the Software is otherwise improved.
- **Fee:** the total price agreed for the Performance.
- **Business Days:** (option) calendar days, except weekends and generally observed holidays as defined in section 3 of the General Extension of Time Limits Act (Algemene Termijnenwet).
- **Work:** all work that the Contractor must perform under the Contract.

HEIJMANS' CORE VALUES

Article 2: Integrity and sustainability

- 2.1. During the performance of the Contract, the Contractor, as well as the companies affiliated with it in a group as referred to in Section 24b, Book 2 of the Dutch Civil Code, its employees, and the subcontractors, workers and suppliers that it hires must observe the rules that are laid down in the prevailing Heijmans code of conduct ("Code of Conduct") and act in accordance with the principles and requirements of the "Sustainability Statement", both of which are published on the website www.heijmans.nl, and will be sent on request.
- 2.2. If there is a serious suspicion of conduct contrary to the Code of Conduct and/or the Sustainability Declaration, the Client will be entitled to arrange for an independent party to perform an audit. The Contractor must cooperate for this purpose and ensure that the parties and persons referred to in Article 2.1 also cooperate. If the audit findings show that conduct has been contrary to the Code of Conduct and/or the Sustainability Declaration, the Contractor must immediately ensure that it and/or the parties and persons referred to in Article 2.1 once again act in accordance with the Code of Conduct and/or the Sustainability Declaration, and the Contractor will assume responsibility for any damage, including the costs of the above audit. Acts that are contrary to the Code of Conduct and/or the Sustainability Statement are regarded as a material failure in performance.

SAFETY

Article 3: Safety

- 3.1. The Contractor must do everything possible to ensure, and comply with all requirements of law in respect of ensuring, the safety of employees, value chain partners and third parties, and to increase safety awareness. The Contractor will encourage all involved parties to be proactive with regard to safety.

CONTRACT

Article 4: Formation of the Contract

- 4.1. The Contractor's offer is valid for a period of six weeks. If the Contractor submits its offer as part of the Client's participation in a tender procedure, its offer will be valid for six months after the award of the Project by the Principal to the Client.
- 4.2. The Contractor must sign and return the Contract that has been formed by agreement, without any alterations, to the Client within 14 days of the Contract having been sent to it. If the Contractor fails to return the Contract within the aforementioned period and does not make any objection to the content thereof within that period, or commences with its performance, the Contract will be deemed to have been accepted on the conditions mentioned therein, pursuant to the IT Procurement Terms and Conditions.

RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

Article 5: Investigation and disclosure obligation:

- 5.1. In order to ascertain the use intended by the Client for the Performance, the Contractor has adequately familiarized itself with:
 - a. the objectives in connection with which the Client is entering into the Contract
 - b. the Client's organization, insofar as relevant to the Contract.
- 5.2. The Contractor is obliged to alert the Client in writing if information, data, schedules, working methods, instructions and similar documents, provided by or on behalf of the Client, or decisions taken by or on behalf of the Client, contain errors or are defective or if it suspects that such errors or defects exist. If the Contractor fails to give the written notice as referred to in the previous sentence, it will be liable for the damages resulting from its omission.

Article 6: Invoicing

- 6.1. The invoices to be sent by the Contractor to the Client must comply with the requirements laid down by or pursuant to the Dutch Turnover Tax Act (Wet op de Omzetbelasting) 1968.
- 6.2. If Section(s) 34 or 35 of the Dutch Collection of State Taxes Act (Invorderingswet) 1990 are applicable, the Contractor must include at least the following details on the signed and numbered invoice in a clear and transparent manner:
 - a. the contract number/SAP number;
 - b. the Project and the project number;
 - c. the time period and Performance rendered to which the invoice relates;
 - d. the amount included in the invoiced amount for wages;
 - e. the name, address and place of business of the Contractor;
 - f. the VAT number of the Contractor;
 - g. an indication as to whether or not the reverse charge mechanism (as referred to in Section 24b of the Turnover Tax (Implementation) Decree (Uitvoeringsbesluit Omzetbelasting) 1968) is applicable. If applicable, the words "VAT reverse-charged" must be stated on the invoice. If not applicable, the amount of the VAT must be indicated;
 - h. the number of the Contractor's G account as referred to in Article 18.4 (Vicarious Tax Liability/Recipients' Liability).
- 6.3. Contractor invoices must be submitted mentioning the Project, project/order or contract number allocated by the Client as well as the date of the assignment. Unless another form of invoicing is agreed in writing, the invoice must be submitted to the branch/district office of the relevant subsidiary that is acting as the Client.
- 6.4. Invoices must be accompanied by the goods receipts, time sheets (expressed in man-days) or MUIS (accounting software) entry, signed for approval by the Client's authorised representative.
- 6.5. The Contractor is not entitled to add a late payment surcharge to the invoice.
- 6.6. If requested, the Contractor is obliged to provide the Client with all information needed for its records or those of the Principal free of charge.
- 6.7. The Contractor must furnish the required financial security immediately on request of the Client.
- 6.8. Invoices that do not comply with the requirements as set out in the preceding paragraphs of this article will be returned unpaid without having been processed.

Article 7: Confidentiality

- 7.1. The Contractor undertakes to observe confidentiality towards third parties concerning the content of the Contract and all information and items developed in that regard, including structures, schemes, other business information and know-how, in the broadest sense.
- 7.2. The Contractor must impose the same duty of confidentiality in writing on the personnel that it involves in and/or the third parties that it hires for the performance of the Contract.
- 7.3. The obligations arising from this article also extend beyond the termination of the Contract.

Article 8: Insurance

- 8.1. The Contractor has an insurance policy in a suitable and appropriate manner according to conventional standards and will keep itself insured as such for statutory liability.
- 8.2. The insurance for statutory liability will offer coverage for at least €2.5 million per claim.
- 8.3. The Contractor will, immediately upon demand, submit evidence of the payment of premium to the Client, at which time the Contractor will, excepting where precluded by provisions of law, disclose any previous claims under the same policy in the current insurance year.
- 8.4. If the Client holds the Contractor liable under the Contract, then upon demand by the Client the Contractor must immediately assign to the Client any claims in relation thereto in regard to an insurance benefit payment under any insurance. By entering into the Contract, the Contractor irrevocably authorizes the Client to sign the deed of assignment in the Contractor's name and to notify it to the insurer. In such cases the Contractor will also inform the insurer thereof itself.

VARIOUS

Article 9: Indemnification from violation of Intellectual Property Rights

- 9.1. The Contractor warrants that the performance of the Contract will not infringe any Intellectual Property Rights of third parties. The Contractor limitlessly indemnifies the Client against third-party claims based on the infringement of these Intellectual Property Rights. The Contractor's obligations arising from this article also extend beyond the termination of the Contract.

Article 10: Set-off

- 10.1. The Client is entitled to set off amounts owed to the Contractor under the Contract against claims that it, one of the other subsidiaries of the Heijmans group or a minority participation held by a subsidiary of the Heijmans group, has against the Contractor, including under any other Contract. The Client is not bound in this regard by the contractual ratio of what must be deposited in the Contractor's G account and ordinary account respectively and is therefore entitled to set off the claim in its entirety, or to the extent that it so wishes, against that which it must credit to the Contractor's ordinary account.
- 10.2. By means of a third-party clause in favour of the companies that are affiliated with it in a group, as referred to in Section 24b, Book 2 of the Dutch Civil Code, the Client stipulates that these companies may set off claims that the Client has against the Contractor against claims that the Contractor has against them.

Article 11: Rights to suspend performance

- 11.1. The Contractor confirms that it waives its right to suspend its obligations under the Contract.
- 11.2. Notwithstanding the Client's statutory rights to suspend performance, it is entitled to suspend its payment obligations if the Contractor is in actual or impending breach of performance of its obligations, regardless of whether this breach is attributable to the Contractor.
- 11.3. The Contractor expressly waives its right of retention.

Article 12: Liability

- 12.1. The Contractor is liable for all damages that the Client or third parties suffer in connection with the performance of the Contract.
- 12.2. The Contractor is liable for administrative fines and/or other punitive measures imposed on the Client, the Principle and/or third parties as a result of the Contractor's acts and/or omissions.
- 12.3. The Contractor must indemnify the Client against third-party claims in this regard and compensate the Client if necessary.

Article 13: Annulment/termination

- 13.1. Unless otherwise agreed in writing, every deadline agreed between the Client and the Contractor for the fulfilment of the Contractor's obligations is a Strict Deadline. The Contractor will be in breach due to the simple expiry of a deadline stipulated in the Contract. This is not affected by demands sent by the Client to the Contractor.
- 13.2. The Contractor will be in breach by operation of law in the following cases and the Client will be entitled, without the need for any notice of default or judicial intervention, to declare the Contract totally or partially annulled or to give notice of termination, notwithstanding the Client's right to compensation and its statutory rights:
- if the Contractor fails to comply, fails to comply punctually or fails to comply fully with one or more of its material contractual obligations, or the Client must infer from a statement made by the Contractor that it will fail to comply with its obligations;
 - if the Main Building Contract is terminated or annulled;
 - in case of one of the following, or a petition for one of the following:
 - bankruptcy,
 - a temporary or permanent moratorium on the payment of debts,
 - partial or total liquidation, or
 - guardianship order,of the Contractor or of the natural person or legal entity that has stood surety or furnished security for the Contractor's obligations;
 - if assets of the Contractor are placed under administration;
 - if the Contractor fully or partially transfers its business, part of its business or the control of its business, fully or partially closes down its business or otherwise ceases its business operations;
 - if pre-judgment attachment or attachment in execution is levied on the Contractor's assets or part of its assets;
 - if the Contractor is unable to fulfil its obligations under the Contract because of force majeure;
 - if the Contractor is deceased;
 - if the Contractor violates any provision of law, or if a fine or another punitive measure is imposed on the Contractor;
 - if the Principal establishes that the Contractor is not or is no longer in compliance with the eligibility requirements of the tendering procedure for the Main Building Contract, or if a ground for exclusion applies.
- The Client is also entitled to fully or partially assign the performance of the Contract to one or more third parties at the Contractor's expense and risk in the aforementioned cases.
- 13.3. If a party makes use of the right referred to in the previous paragraphs, the other party must be informed in writing of the full or partial rescission or cancellation of the Contract.
- 13.4. In case of full or partial rescission or cancellation, the Client is entitled, notwithstanding its right to compensation and costs, and at its option to:
- at the Contractor's expense, return the goods already Supplied but that will not be used or used any longer and/or demolish the work already performed and/or reclaim payments already made for this Work;
 - complete the Work itself or arrange for it to be completed by third parties, if necessary after written notice, using the goods that have already been Supplied by the Contractor and the materials, equipment, etc. used by the Contractor, whether or not for a reasonable fee to be subsequently agreed.
- 13.5. Any claims which the Client may have or acquire against the Contractor as a result of the rescission or cancellation of the Contract, including any claim for the compensation of damage and costs, are immediately due and payable in full.
- 13.6. If the Contract ends (prematurely or otherwise) for any reason, then immediately upon demand of the Client the Contractor will do everything reasonably necessary to ensure that a new counterparty or contractor can take over the performance of the Agreement without impediment and/or can render a similar Performance for the Contractor. Further, the Contractor will immediately return to the Client all documents, books, records and other items (including media and information carriers) provided by the Client. This includes documents drafted by the Contractor for the purposes of the provision of the services to the Client.

Article 14: Payment and final statement

- 14.1. If the Contractor has complied with all its obligations under the Contract, it can then invoice the agreed price to the Client, after which the Client shall make payment within 60 (sixty) days.
- 14.2. If the Client fails to make payment within 60 (sixty) days of the invoice referred to in the previous paragraph, the Contractor is at most entitled to claim the statutory interest under Section 119, Book 6 of the Dutch Civil Code, and €40.00 in extrajudicial collection costs.
- 14.3. Payment must be made on the basis of an agreed instalment schedule or, in the absence of such an instalment schedule, after the last delivery (in case of the Supply of goods) or after completion of its Work (in case of Performance of Work). The Client will pay only:

- once the Contractor has satisfactorily delivered the Work or the part thereof to which an instalment payment relates;
- once it has received an invoice in accordance with the provisions of Article 6 (Invoicing); and
- once the Contractor has demonstrated, if requested, that it has paid the amounts owed to the employees involved in the Project, as well as the income tax and social security contributions for these employees.

- 14.4. The Contractor must submit its final statement to the Client within four weeks of the completion of its Work. If the Principal and the Client have agreed to a maintenance period, the final statement must be submitted within four weeks of the expiry of that maintenance period.
- 14.5. Notwithstanding the above, payments or invoicing can be done only once the Client has received an unaltered and signed copy of the Contract back from the Contractor.
- 14.6. Payment by the Client for the Work or parts thereof does not release the Contractor from any warranty and/or liability arising from the Contract or by law.
- 14.7. If the Client performs all or part of the Work, or arranges for this to be done by third parties because of the Contractor's breach or inability to do so, the Client will be entitled, at the Contractor's expense, to make a fair payment directly to the subcontractors and suppliers of the Contractor for the Work for which they have not yet received payment. However, the Client will not do so without having first consulted the Contractor. The Client's payment will be deducted from the total amount due to the Contractor.

Article 15: Dispute resolution and applicable law

- 15.1. All disputes – including those that are only regarded as a dispute by one of the parties – as a result of the Contract or its ensuing contracts, which may arise between the Client and the Contractor, will be settled in the manner provided for in the Main Building Contract. If the Client does not have a client, or if the Client and the Principal have not agreed on any dispute resolution procedure, disputes between the Client and the Contractor will be adjudicated, to the exclusion of the ordinary court, by the Court of Arbitration for the Building Industry in the Netherlands, on the understanding that the Client will remain entitled to submit the dispute to the competent court under the law.
- 15.2. The Contract is governed exclusively by Dutch law. The application of the Vienna Sales Convention 1980 (CISG: Convention on the International Sales of Goods) is excluded.

B. SUPPLEMENTAL CLAUSES – HARDWARE

Article 16: Applicability

- 16.1. The clauses of this chapter B are at all times applicable, alongside the General Clauses, to the purchase of Hardware by the Client.

Article 17: Supply of Hardware

- 17.1. The Contractor will Supply the Hardware:
- on the date and at the location stipulated in the Contract;
 - on business days during the opening hours of the Client, excepting where the Client designates a different time or place prior to the Supply.
- 17.2. The Contractor will Supply the Hardware in accordance with Delivery Duty Paid (DDP) in accordance with the Incoterms 2010.
- 17.3. The Contractor will not Supply the Hardware in partial deliveries without the advance written consent of the Client. If it is agreed that the Contractor will deliver the Hardware in instalments, every Supply may be invoiced and paid separately.
- 17.4. The Hardware will be packaged and secured in a manner allowing it to reach its destination in good condition. Excepting where determined otherwise in the Contract, no costs will be charged for the handling and packing of the software or the packaging of the software. The Client is not responsible for the return of such material.
- 17.5. Hardware or any portion thereof that is rejected by the Client because it does not answer to the Contract will be returned at the Contractor's expense and risk.

Article 18: Installation of the Hardware

- 18.1. The Contractor acknowledges and consents that the location at which the Client intends to use the Hardware is suitable for the installation and use of the Hardware and that no additional conditions such as environmental requirements or other preparatory actions are necessary or applicable.

Article 19: Hardware Warranties

- 19.1. The Contractor warrants for a period of twelve (12) months after Supply or, if an acceptance procedure is agreed between the parties, after Acceptance, that:
- the Hardware is in compliance with the quality, description, specifications and other details of the Hardware as defined in the Contract;
 - the Hardware is in compliance with all descriptions and specifications notified by the Contractor to the Client;
 - the Hardware is in compliance with the law and all standards referred to on any component of the Hardware and on the product packaging and/or in the documentation;
 - the Hardware is suitable and possesses the quality for every intended use that the Client has explicitly or tacitly made known, and will be free of Defects in material, finishing and installation;
 - The Contractor will provide the Client, without charging any further costs, with high-quality user guides and other documentation for the Hardware in a manner and in the quantity that the Client can reasonably require.
- 19.2. The Contractor accepts and acknowledges that if the Client does not enter into a maintenance contract, the Client is authorized to perform maintenance on the Hardware itself or have such maintenance performed by a third party.
- 19.3. If the Client notifies the Contractor of Defects in the Hardware as a result of which the Contractor is not in compliance with one of the warranties under Article 19.1, then the Contractor will immediately repair or replace the Hardware at the Contractor's own expense and risk.
- 19.4. The clauses of this article retain their effect after every Supply, inspection, Acceptance, payment or performance under the Contract, and pertain to every replacement, repair and/or corrective Hardware provided by the Contractor.

C. SUPPLEMENTAL CLAUSES – SOFTWARE

Article 20: Applicability

- 20.1. These clauses are at all times applicable, alongside the General Clauses, if the Contractor sells Software, makes Software available for use, or otherwise provides Software to the Client, whether or not combined with Hardware.

Article 21: Standard Software

- 21.1. The Contractor provides the Standard Software as stipulated in the Contract.
- 21.2. All Intellectual Property Rights to the Standard Software and Documentation are held by the Contractor or its licensors.
- 21.3. Unless explicitly agreed otherwise in the Contract, the Contractor hereby grants to the Client a worldwide, nonexclusive, perpetual and irrevocable right to the Use of the Standard Software and the Documentation, including their right of the Client to extend sublicenses to persons working for its Group Companies.
- 21.4. The Parties acknowledge and accept that Use of the Standard Software is limited to the use of the Standard Software in object code form.

Article 22: Custom Software

- 22.1. The Contractor will develop the Custom Software agreed in the Contract.
- 22.2. All Intellectual Property Rights to Custom Software and its Documentation are held by the Contractor unless the parties agree in writing on the transfer of these Intellectual Property Rights.
- 22.3. In the event that the parties do not agree on a transfer of the Intellectual Property Rights to the Custom Software and the Documentation thereof, the Client acquires a right of use allowing it to exercise all authorities that the title holder and/or copyright holder can exercise with respect to the Custom Software and its Documentation, including the right to duplicate, publish and modify the Custom Software or to allow a third party to do any of the foregoing, all if and insofar as useful or necessary for the Client's use of the Custom Software.
- 22.4. Unless the parties agree otherwise in writing in the Contract, the right referred to in the preceding paragraph applies accordingly to the Source Code of the Custom Software.
- 22.5. Immediately after Acceptance, the Contractor will Supply the Source Code of the Custom Software and its accompanying Documentation to the Client.

Article 23: Supply of the Software

- 23.1. Unless agreed otherwise in the Contract, the Contractor:
- will Supply the Software at the Location(s) and on the supply date stipulated in the Contract;
 - will, within a reasonable period before the applicable supply date, Supply the Client information and support enabling the Client to prepare the Location(s) for the installation of the Software; and
 - at the request of the Client, will provide reasonable support so that such preparations can be carried out.
- 23.2. The Contractor will perform Installation and Implementation Services with regard to the Standard Software if this is agreed in the Contract.
- 23.3. Except when explicitly stipulated otherwise in the Contract, the Contractor will perform the Installation and Implementation Services pertaining to the Custom Software.

Article 24: Software Warranties

- 24.1. The Contractor warrants for a period of twelve (12) months after Supply or, if Installation and Implementation services are agreed between the parties, after Acceptance, that:
- the Software is in compliance with the quality, description, specifications and other details of the Software as defined in the Contract;
 - the Software complies with all descriptions and specifications submitted by the Contractor to the Client and stipulated in the Contract;
 - the Software and (if applicable) the media on which the Contractor Supply the Software is free of viruses and other malicious code;
 - the Software is suitable and possesses the quality for every intended use that has explicitly or tacitly been made known to the Client, and will be free of flaws in material, finishing and installation;
 - There was not made use of open source software or libraries or codes for which a time-limited license was extended and/or under, or similar to, a General Public License (as defined by the Open Source Initiative or the Free Software Foundation), and the functioning of the Software will not be designed such that it is compiled with or linked to such a license, excepting where stipulated otherwise in a contract;
 - the Software does not infringe upon the Intellectual Property Rights of a third party;
 - the Contractor is authorized to enter into a Contract with the Client and grant the Client a license for the Use of Standard Software for the purposes agreed under the contract;
 - the Software is compatible with other software as described in "objectives" or interoperability;
 - immediately upon demand by the Client, the Contractor (i) will enter into an escrow agreement with the Client and an escrow agent; and (ii) arrange for the third party that is the owner of the Standard Software to enter into an escrow agreement with the Client and an escrow agent with regard to the deposit of the Source Code Materials with the escrow agent and retention of the Source Code Materials by the escrow agent;
 - The Contractor will provide the Client, without charging any further costs, with high-quality user guides and other documentation for the Software in a manner and in the quantity that the Client can reasonably require.
- 24.2. The Contractor accepts and acknowledges that if the Client does not enter into a maintenance contract, the Client is authorized to perform maintenance on the Software itself or have such maintenance performed by a third party.
- 24.3. If the Client reports a flaw in the Software to the Contractor, the Contractor must immediately repair or replace the Software at its own expense and risk.
- 24.4. The clauses of this article retain their effect after every Supply, inspection, Acceptance, payment or Performance under the Contract, and pertain to every replacement, repair and/or corrective Software provided by the Contractor.

D. SUPPLEMENTAL CLAUSES – SERVICES

Article 25: Applicability

- 25.1. These clauses are at all times applicable, alongside the General Clauses, to the performance of Services for the Client.

Article 26: General clauses for Services

- 26.1. The Contractor will perform the Services in accordance with the service description. The Services comprise:
- all activities and Services required to comply with the obligations under the Contract; and
 - all activities and Services that a skilled professional would perform, even if such activities and services are not specified in the agreed description of the service description.
- 26.2. The Contractor will perform the Services as from:
- the start date as determined in the Contract; or
 - another date as agreed in writing between the parties.
- 26.3. In the performance of the Services the Contractor will adhere to the dates stipulated in the Contract or notified in writing by the Client to the Contractor.
- 26.4. During the Contract, the Contractor will:
- work with the Client on all matters relating to the Services and comply with all instructions of the Client;
 - perform the Services with the greatest care, professional skill and dedication;
 - acquire and retain all permits and permissions necessary to comply with all applicable laws and regulations;
 - comply with all rules of health and safety and all other reasonable safety procedures applicable to the buildings of the Client; and
 - refrain from all acts or omissions that would expose the Clients to the risk of losing a license, influence or permission on which the Client relies for the conduct of business, and the distributor acknowledges that the Client can rely on the Services.

Article 27: Installation and Implementation Services

- 27.1. The Contractor will:
- perform the Installation and Implementation Services as described in the Contract; and
 - complete the installation and/or implementation of every Product at the Location(s) on the installation and/or implementation date as stipulated in the Contract.
- 27.2. The Contractor will perform the agreed acceptance tests for every Product within the term stipulated in the Contract. The acceptance tests must begin as quickly as reasonably possible after installation and/or implementation, and will run continuously on normal business days during normal business hours. For Custom Software, the Software will not be Supplied until the acceptance tests have been conducted and the faults revealed by this testing have been remedied.
- 27.3. If a Product fails the acceptance tests, then within a reasonable term after the completion of the acceptance tests or portion of these tests, the Client will notify the Contractor thereof in writing, specifying the details of the Defect or Defects. The Contractor will remedy the Defects and faults and repeat the relevant test(s) within a reasonable term after receipt of the notice in writing.
- 27.4. If a Product fails to pass a repeated acceptance test within a reasonable term, the Client has the option to, at its discretion, by notice in writing:
- set a new date for the performance of further testing on the Product at the same conditions. If the Product fails to pass these tests, the Client may require repetition of the testing;
 - reject the Products, in which case the Contractor may rescind the Contract in whole or in part with immediate effect and seek compensation of damages.
- 27.5. Acceptance of the Product is deemed to have been granted by:
- the Client's signing of a certificate of acceptance of the Product after successful completion of the acceptance testing; or, if earlier
 - the passage of fourteen (14) business days after the completion of all acceptance tests, unless the Client has given written notice on the basis of paragraph 3.

Article 28: Maintenance and Support

- 28.1. Except when stipulated otherwise in the Contract, the Contractor will, in regard to Maintenance and Support Services:
- provide the Client with New Versions in a machine-readable form, together with the corresponding changes in the Documentation, without charging additional costs for doing so. The Contractor may make such New Versions available by means of the option to download New Versions via internet, and will notify the Client immediately when any such download is available;
 - test whether the Hardware and/or Software is functional and make all modifications, repairs or replacements necessary to guarantee that the Hardware and/or Software functions appropriately;
 - Ensure that support by phone, e-mail or remote access is available during normal business days and business hours in order to provide support to the Client with regard to remedying Defects in the Software and advising on the use of the Software; and
 - Remedying Defects that the Client notifies to the Contractor within a time frame that is appropriate to the severity of the circumstances, in accordance with the procedures in this regard as stipulated in the Contract.

