



General and Special Terms and Conditions of Sale SLTN – Version November 2025

A. General Terms and Conditions SLTN

Article 1 General

- 1.1 These terms and conditions consist of two parts: A. General Terms and Conditions SLTN and B. Special Terms and Conditions SLTN. Wherever the term "General Terms and Conditions" is used hereinafter, it refers to both the General and the Special Terms and Conditions, unless the context indicates otherwise.
- 1.2 In these General Terms and Conditions, "SLTN" refers to the following companies: SLTN IT Products B.V., SLTN IT Systems B.V., SLTN IT Services B.V., SLTN IT Professionals B.V., SLTN BTS B.V., SLTN Advanced Programs B.V., SLTN Telecom Professional Services B.V. and any affiliated company that has declared these terms and conditions applicable to the Agreement.
- 1.3 If any provision of these General Terms and Conditions is null and void or annulled, the remaining provisions shall remain fully effective. In such a case, the parties shall consult to agree on a replacement provision that reflects the intent of the original provision as closely as possible.

Article 2 Definitions

"Agreement": the agreement concluded between the Client and SLTN, whether established by signature of the Quotation by the Client or otherwise, concerning the delivery of Hardware, Software or Services by SLTN to the Client.

"Client": the party that commissions the delivery of Hardware, Software or Services and enters into an Agreement with SLTN for that purpose.

"Hardware": the hardware to be delivered by SLTN to the Client under the Agreement, originating from the relevant Supplier.

"License Agreement": the license agreement to be concluded between the Client and the Supplier, under which rights of use for the Software are granted.

"Performance": the delivery of Hardware, Software or Services, as specified in the Agreement.

"Quotation": the quotation in which the Client and SLTN have specified which Hardware, Software, and/or Services SLTN will deliver to the Client.

"Services": the services to be provided by SLTN under the Agreement, in the areas of consultancy, rental, installation and/or implementation of Hardware or Software, software development, management, maintenance, or other services as specified in the Agreement.

"Software": the usage rights to software of the relevant Supplier to be delivered by SLTN to the Client under the Agreement.

"Supplier": a third-party supplier and/or manufacturer and/or rights holder of the Hardware and/or Software, who supplies the Hardware, Software or Services to SLTN for the purpose of resale to the Client.

Article 3 Commencement, term and termination

- 3.1 If the Agreement is a continuing performance agreement, the commencement date and duration shall be specified in the Agreement.
- 3.2 Each Party shall be entitled to terminate the Agreement, in whole or in part, with immediate effect, at its discretion, in the event that:
 - 3.2.1 the other Party has been granted provisional or definitive suspension of payments or has been declared bankrupt;
 - 3.2.2 the other Party fails to fulfill any substantial obligation under the General Terms and Conditions, or fails to do so in a timely or proper manner, and does not remedy such attributable breach within a reasonable period after having been given written notice of default; or
 - 3.2.3 performance by the other Party has become permanently impossible, without there being a case of force majeure.
- 3.3 In the cases described in 3.2.1 and 3.2.3, the notice period referred to in 3.2.2 shall not be required.
- 3.4 Termination of the Agreement pursuant to this article shall be effected by means of a written and substantiated notice sent by registered mail. If, at the time of termination, part of the Agreement has already been performed, termination may only apply to the part that has not yet been performed. Upon termination,

any payment obligations that fall due prior to the date of termination and/or relate to services or deliveries already rendered shall become immediately due and payable.

- 3.5 Termination and/or dissolution of the Agreement shall not affect obligations from articles which by their nature are intended to survive the termination of the Agreement. This includes, in any case, articles 3, 5, 6, 9, 12, and 16.
- 3.6 The Agreement may not be terminated prematurely by the Client unless otherwise stipulated in the Agreement.

Article 4 Timeframes

- 4.1 All (delivery) timeframes mentioned or agreed upon by SLTN have been established to the best of SLTN's knowledge based on the information available to SLTN at the time the Agreement was concluded. SLTN will make every effort to observe the agreed (delivery) deadlines as much as possible. An agreed (delivery) period is not a strict or fatal deadline unless explicitly agreed otherwise.
- 4.2 If it appears that any deadline is likely to be exceeded, SLTN and the Client shall consult each other as soon as possible.
- 4.3 Exceeding a stated or agreed (delivery) deadline shall not, in itself, place SLTN in default. In all cases, SLTN shall only be in default due to exceeding a timeframe if the Client has first given written notice of default.

Article 5 Changes and additional work

- 5.1 If SLTN, at the request of or with the prior consent of the Client, performs work or provides services that fall outside the scope or content of the Services, the Client shall reimburse SLTN for such work or services at the rates specified in the Agreement, or, if no such rates are specified, at SLTN's standard rates. Additional work also includes cases where a system analysis, design, or specifications are expanded or modified. SLTN shall never be obligated to comply with a request for additional work and may require that a separate written agreement be concluded for such work.
- 5.2 The Client acknowledges that such work or services as referred to above may affect the agreed time of completion of the Services, as well as the mutual responsibilities of the Client and SLTN.
- 5.3 The occurrence of (a request for) additional work during the performance of the Agreement shall never constitute grounds for the Client to terminate or dissolve the Agreement.

Article 6 Prices and payments

- 6.1 The Client shall reimburse SLTN for the Performance as specified in the Agreement.
- 6.2 The Performance shall be paid in advance by the Client unless otherwise agreed in the Agreement.
- 6.3 Payment by the Client to SLTN for the Performance shall be made within fourteen (14) days of the invoice date, unless otherwise agreed in the Agreement.
- 6.4 The Client may only raise objections to an invoice within the applicable payment term.
- 6.5 Payments shall be made without any deduction, set-off, or suspension, on any grounds whatsoever.
- 6.6 The amounts stated in the Agreement shall be increased by the applicable percentage of value-added tax (VAT) and any other government-imposed levies in force at the time the services are performed. Prices shall always be stated in euros, unless agreed otherwise.
- 6.7 If the agreed payment term is exceeded, the Client shall be in default and shall owe interest on the outstanding amount at a rate of one percent (1%) per month, in addition to being liable for all (extra)judicial collection costs.
- 6.8 If a continuing performance agreement has been concluded between SLTN and the Client, SLTN shall be entitled to index and/or adjust the fees charged as follows:
- 6.8.1 Services: in accordance with the index figure published by the Dutch Central Bureau of Statistics (CBS) for the category "CAO wages, contractual wage costs and working hours; index figures (2020=100)".
- 6.8.2 If the Services or Software provided by SLTN include or consist in part of the provision or resale of Services or products from Suppliers, including but not limited to the provision of Software, cloud services, maintenance and support contracts, or colocation services, SLTN shall be entitled to pass on any price changes made by these Suppliers directly and in full to the Client.
- 6.8.3 SLTN Cloud: the fee for SLTN cloud services shall be adjusted annually in accordance with the index figure as published by the CBS for the category "CAO wages, contractual wage costs and working hours; index figures (2020=100)". In addition, interim price adjustments may occur in the event of demonstrable cost increases, including but not limited to increases in energy prices (including taxes) or other third-party costs (such as costs from datacenter hardware or (cloud) service providers). These cost increases shall be passed on based on the indexation methodology used by SLTN and/or the relevant third parties, or based on reasonable and demonstrable cost developments.
- 6.9 The annual indexation based on the CBS index as referred to in articles 6.8.1 and 6.8.3 shall take effect on January 1st of each calendar year and shall be announced to the Client at least one month in advance.

- 6.10 All other price adjustments as referred to in article 6.8.2 and the second sentence of 6.8.3 may take place at any time during the year, provided they are announced at least one month in advance of the effective date.
- 6.11 If the creditworthiness of the Client (and/or affiliated companies), as assessed by an independent credit information agency, or other circumstances give SLTN reason to believe that compliance with the agreed (or to be agreed) one-time and/or recurring payment obligations will be partially or temporarily at risk, SLTN shall be entitled to request (i) advance payment of (part of) the agreed amounts, and/or (ii) the provision of (security) collateral. In such case, the Client shall enter into consultation with SLTN within seven (7) working days upon first request. After consultation, or if in SLTN's opinion, such consultation does not yield a satisfactory outcome, the Client shall, upon first request by SLTN, be required to make the requested advance payment and/or provide the requested collateral and/or cooperate in establishing security rights , for which the Client shall bear all related costs.
- 6.12 SLTN expressly reserves the right, in the event of default by the Client, to fully suspend its obligations under the existing legal relationships with the Client.

Article 7 Delivery, risk and complaints

- 7.1 Hardware sold to the Client shall be delivered by SLTN to the Client on a "Delivery At Place" basis (Incoterms 2020). SLTN shall deliver or arrange delivery of the sold goods to a location specified by the Client, provided this has been agreed in writing.
- 7.2 The risk of loss, theft, or damage to Hardware, Software, or data shall transfer from SLTN to the Client at the moment these items are brought under the actual control of the Client or its auxiliary persons.
- 7.3 In the case of Hardware delivery, any complaints regarding damage and/or shortages must be reported to SLTN in writing within 24 hours of delivery. In addition, a note must be made on the carrier's delivery slip. If complaints are not submitted within this period and in the prescribed manner, they will not be considered by SLTN, and the Client shall be deemed to have accepted the delivery.
- 7.4 Complaints regarding Services rendered must be reported to SLTN in writing within seven (7) calendar days after completion of the relevant Service. If no complaint is received within this period, the Service shall be deemed to have been performed correctly and in accordance with the Agreement. Complaints submitted after this period will not be considered.
- 7.5 A complaint does not entitle the Client to suspend any of its (payment) obligations towards SLTN.

Article 8 Retention of title, accession and retention

- 8.1 All goods delivered by SLTN shall remain the property of SLTN until the Client has fulfilled all obligations, of whatever nature, owed to SLTN. Even goods already paid for by the Client shall remain the property of SLTN until all related claims have been settled in full.
- 8.2 As long as ownership has not transferred to the Client, the delivered goods may only be used by the Client within the scope of its normal business operations.
- 8.3 The Client is not permitted to establish a pledge or any other security right on goods subject to the retention of title.
- 8.4 If the Client fails to fulfill its obligations, or if there is reasonable cause to believe that the Client will fail to do so, SLTN shall be entitled to immediately repossess the goods subject to the retention of title, without prior notice of default. The Client is obliged to cooperate fully in such repossession.
- 8.5 If the Client creates a new item (in part) from goods supplied by SLTN, this new item shall be created solely on behalf of SLTN, and the Client shall hold the newly formed item for SLTN until all claims are settled. Until full payment is made, SLTN shall retain all rights of ownership to the newly created item.
- 8.6 SLTN may retain any goods, products, proprietary rights, data, documents, data files, and (interim) results of the Services that it has received or generated under the Agreement, despite any obligation to deliver or transfer them, until the Client has paid all amounts owed to SLTN.
- 8.7 The Client is obliged to immediately inform SLTN if third parties seize or attempt to seize the delivered Hardware, Software or other goods, or if third parties assert rights over such items, or if there is any threat of such items being removed from the Client's control for any reason whatsoever.

Article 9 Warranty and liability

- 9.1 SLTN only provides warranty on the Hardware to the extent that SLTN receives such warranty from its Supplier and is permitted to pass it on to the Client. The scope, duration, and conditions of the warranty provided by SLTN to the Client are identical to those granted by the Supplier to SLTN. SLTN offers no additional warranties, express or implied, with respect to the Hardware.
- 9.2 Unless otherwise stated in the applicable License Agreement, Software (including SaaS) and cloud services provided by Suppliers are delivered "as is," without any additional warranties. SLTN offers no warranties regarding availability, functionality, performance, or fitness for a particular purpose.
- 9.3 Any liability of SLTN for damages related to or resulting from (i) the (non-)functioning of the Hardware and/or

- Software, and (ii) acts or omissions by the Supplier during warranty, maintenance, or other services, is excluded. Furthermore, SLTN is not liable for any other form of damages, including indirect damages, consequential damages, lost profits, or business interruption, except for the damages specified in articles 9.4.1 through 9.4.4.
- 9.4 SLTN's total liability for attributable failure to perform the Agreement is limited to compensation for direct damages, up to a maximum amount equal to the agreed price of the Agreement (excluding VAT). In any event, the total compensation for direct damages shall never exceed €100,000 (one hundred thousand euros). "Direct damages" shall exclusively mean:
- 9.4.1 reasonable costs incurred by the Client to have the performance by SLTN conform to the Agreement, provided that these costs are not reimbursed if the Agreement is terminated by or at the request of the Client;
- 9.4.2 reasonable costs incurred by the Client for the continued operation of its old systems and related facilities due to SLTN failing to deliver by a binding final delivery date, reduced by any savings resulting from the delayed delivery;
- 9.4.3 reasonable costs incurred to determine the cause and extent of the damage, insofar as such determination relates to direct damages under the Agreement; and
- 9.4.4 reasonable costs incurred to prevent or mitigate damages, provided the Client demonstrates that such costs have led to mitigation of direct damages as defined in these General Terms and Conditions.
- 9.5 SLTN's liability for damages resulting from death or personal injury shall in no event exceed €1,000,000 (one million euros) in total.
- 9.6 The limitations set out in the preceding paragraphs of this article shall not apply if and to the extent the damage is the result of intent or willful recklessness by SLTN.
- 9.7 SLTN's obligation to compensate damages shall lapse if the Client fails to submit a written and substantiated claim within four (4) weeks after the Client became, or reasonably should have become, aware of the event(s) causing the damage.
- 9.8 If, in the course of providing the Services, SLTN determines that the systems, Software, infrastructure, or security measures used by or on behalf of the Client are outdated or inadequate to such an extent that, in SLTN's opinion, they pose a real risk to the security, integrity, or continuity of (i) the systems in question, (ii) the Client's broader IT environment, or (iii) the Services themselves (the "Risk"), then:
- 9.8.1 SLTN shall present a proposal to the Client for the necessary adjustments to the Services, after which the Client shall approve the execution of such adjustments; or
- 9.8.2 if SLTN has informed the Client of the Risk and the Client fails to take appropriate measures within a reasonable period, the Client shall fully indemnify SLTN against all third-party claims, damages, costs, and penalties arising directly or indirectly from or related to the Risk. The Client also acknowledges that, under such circumstances, SLTN cannot be held to comply with any (statutory or contractual) duty of care regarding the security, availability, integrity, or continuity of the Services, to the extent that any breach thereof is related to the Risk. SLTN shall not be liable for any resulting damages, and the Client shall not assert any claims for damages or other compensation from SLTN in this regard.
- 9.9 The provisions of article 9.8.2 shall also apply for the benefit of all (legal) persons engaged by SLTN in the execution of the Agreement.

Article 10 Force majeure

- 10.1 Neither Party shall be obliged to perform any obligation if prevented from doing so due to force majeure. Force majeure shall also include force majeure of a Supplier of SLTN, failure of supplier(s) to properly fulfill their obligations, as well as shortages of goods, materials, Hardware and/or Software from third parties.
- 10.2 If a force majeure situation continues uninterrupted for more than ninety (90) days per incident, either Party shall have the right to dissolve the Agreement.

Article 11 Confidentiality and employee poaching

- 11.1 Each Party shall keep confidential all data received from the other Party that is known or should reasonably be known to be confidential, unless disclosure is required by law. The Party receiving confidential data shall use it solely for the purpose for which it was provided. Data shall in any case be deemed confidential if designated as such by either Party.
- 11.2 All data provided by SLTN to the Client shall be considered confidential.
- 11.3 The obligation of confidentiality shall apply during the term of the Agreement and for a period of three years after its termination.
- 11.4 Each Party shall take all necessary measures to protect the confidential nature and property rights of the confidential information as it would its own confidential information.
- 11.5 During the term of the Agreement and for one year thereafter, neither Party shall, without prior written consent from the other Party, employ or otherwise engage, directly or indirectly, any employee of the other Party who

is or has been involved in the execution of the Agreement.

Article 12 Intellectual property rights

- 12.1 If SLTN agrees to transfer an intellectual property right, such commitment shall only be made in writing and explicitly. If the Parties agree in writing that an intellectual property right regarding software, websites, databases, equipment, or other materials specifically developed for the Client will be transferred to the Client, this shall not affect SLTN's right or ability to use or exploit the underlying components, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards, and similar, without restriction for other purposes, either for itself or third parties. Likewise, the transfer of an intellectual property right shall not affect SLTN's right to develop similar or derived works for itself or third parties.
- 12.2 All intellectual property rights on software, websites, databases, equipment, training, test and examination materials, or other materials such as analyses, designs, documentation, reports, and offers developed or made available under the Agreement shall exclusively rest with SLTN, its licensors, or its suppliers. The Client acquires only those usage rights expressly granted in these General Terms and Conditions, the Agreement, and by law. Any usage right granted to the Client is non-exclusive, non-transferable, non-pledgeable, and non-sublicensable.
- 12.3 Even if not expressly provided for in the Agreement, SLTN is always entitled to implement technical measures to protect equipment, databases, websites, provided software, or software to which the Client (directly or indirectly) has access, in relation to an agreed limitation on the content or duration of the right to use these objects. The Client shall not remove or circumvent such technical measures.
- 12.4 SLTN shall indemnify the Client against any claim by a third party alleging that software, websites, databases, equipment, or other materials developed by SLTN infringe on the intellectual property rights of that third party, provided that the Client immediately notifies SLTN in writing of the claim's existence and content and leaves the handling of the matter, including any settlements, entirely to SLTN. The Client shall grant SLTN the necessary powers of attorney, information, and cooperation to defend against these claims. This indemnity obligation lapses if the alleged infringement is related to (i) materials provided to SLTN by the Client for use, modification, processing, or maintenance, or (ii) modifications made by the Client to the software, website, databases, equipment, or other materials without written consent from SLTN. If it is irrevocably established by a court that SLTN's software, websites, databases, equipment, or other materials infringe on a third party's intellectual property rights, or if SLTN reasonably believes there is a substantial risk of such infringement, SLTN shall, if possible, ensure that the Client can continue using the delivered or functionally equivalent alternative software, websites, databases, equipment, or materials. Any other or further indemnity obligation by SLTN due to infringement of third-party intellectual property rights is excluded.
- 12.5 The Client guarantees that no third-party rights oppose the provision to SLTN of equipment, software, website materials, databases, and/or other materials and/or designs for the purpose of use, maintenance, modification, installation, or integration. The Client indemnifies SLTN against any claim by a third party based on the allegation that such provision, use, maintenance, modification, installation, or integration infringes on any right of that third party.

Article 13 Privacy and data processing

- 13.1 Insofar as SLTN, in the context of performing the Agreement, acts as a processor within the meaning of the General Data Protection Regulation (GDPR) with regard to personal data, the Parties shall enter into a separate data processing agreement, setting out the arrangements concerning the processing of that personal data.
- 13.2 SLTN acts as the data controller within the meaning of the GDPR in respect of personal data it processes for its own business operations. These data are used solely for maintaining the customer relationship, performing the Agreement, administration, invoicing, and other customary business purposes. SLTN shall process this personal data in accordance with the GDPR.

Article 14 Cooperation by client

- 14.1 The Client shall always timely provide SLTN with all data or information useful and necessary for proper performance of the Agreement and shall fully cooperate, including granting access to its premises. If the Client deploys its own personnel in connection with the cooperation for the performance of the Agreement, such personnel shall possess the necessary knowledge, experience, capacity, and quality.
- 14.2 The Client shall ensure an environment that meets the requirements specified by the Supplier for the Hardware (e.g., regarding temperature, humidity, technical environmental conditions, etc.).
- 14.3 If the Client makes Hardware, Software, websites, materials, databases, or data available to SLTN on an information carrier, these shall comply with the specifications prescribed by SLTN.
- 14.4 If the Agreement provides that SLTN shall take care of the installation of Hardware and/or Software, the

Client shall provide a suitable installation site with all necessary facilities, such as cabling and telecommunication facilities, before delivery and/or installation, and shall follow all installation instructions from SLTN.

- 14.5 If the Client does not make the data, Hardware, Software, or employees necessary for the performance of the Agreement available to SLTN, or does so not timely or not in accordance with the agreements, or otherwise fails to fulfill its obligations, SLTN shall have the right to suspend all or part of the performance of the Agreement and to charge the resulting costs at its usual rates.
- 14.6 If SLTN's employees perform work on the Client's premises, the Client shall, free of charge, provide the facilities reasonably desired by those employees, such as a workspace with computer and communication facilities. The workspace and facilities shall comply with all applicable (legal) requirements and regulations regarding working conditions. The Client indemnifies SLTN against claims from third parties, including SLTN employees and/or third parties deployed by SLTN, who suffer damage related to the execution of the Agreement caused by acts or omissions of the Client or unsafe situations in its organization. The Client shall timely communicate the house and security rules applicable within its organization to the employees of SLTN and/or third parties deployed by SLTN.
- 14.7 If communication facilities, including the internet, are used in the performance of the Agreement, the Client is responsible for the correct choice and timely and adequate availability thereof, except for those facilities which are directly used and managed by SLTN. SLTN shall never be liable for damage or costs resulting from transmission errors, disruptions, or unavailability of facilities unless the Client proves such damage or costs are due to intent or gross negligence by SLTN. If communication facilities are used, SLTN is entitled to assign access or identification codes to the Client. SLTN may change assigned access or identification codes. The Client shall treat these codes confidentially and carefully and shall only disclose them to authorized personnel. SLTN shall never be liable for damage or costs resulting from misuse of access or identification codes.

Article 15 Execution of services and supplier conditions

- 15.1 All Services provided by SLTN shall be performed and delivered on a best-efforts basis.
- 15.2 SLTN shall perform the Services in accordance with generally accepted standards in the IT industry.
- 15.3 SLTN is not obligated to follow instructions that alter or supplement the content or scope of the Services; however, if such instructions are followed, the related work shall be compensated according to article 5.
- 15.4 SLTN reserves the right to have the Services performed by third parties. SLTN remains responsible for the work performed by these third parties, taking into account the provisions regarding liability in the Agreement and these General Terms and Conditions.
- 15.5 In case of an obligation for SLTN to install Hardware, this does not include the obligation to install Software or to perform data conversion, unless explicitly agreed otherwise in writing. In the absence of express agreements in this regard, the Client shall install, configure, parameterize, tune the Software, and, if necessary, adapt the Hardware and usage environment used.
- 15.6 If the Client obtains licenses for the use of Software (whether or not as SaaS) via SLTN from a Supplier, the Client shall use such Software in accordance with the usage and/or license terms of that Supplier. The Client accepts that the License Agreement may be established by means of a so-called 'clickwrap' agreement, registration with the relevant Supplier, or by opening or installing the Software ('shrinkwrap').
- 15.7 If the Client acquires Services from a Supplier via SLTN, including but not limited to maintenance and support of Hardware, hosting services, or other services, these Services shall be performed in accordance with the (standard) terms and conditions of the Supplier.

Article 16 Applicable law and disputes

The legal relationship between the Parties shall be governed by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) 1980 is excluded. In addition to the court having jurisdiction under statutory law, the competent court in the district of Amsterdam shall also have jurisdiction to hear disputes between the Parties.

Article 17 Amendments

- 17.1 SLTN reserves the right to amend these General Terms and Conditions. The amended General Terms and Conditions shall apply to agreements entered into on or after the date of amendment. The amended General Terms and Conditions shall also apply to ongoing Agreements with a duration of six (6) months or longer.
- 17.2 If the Client, in the case of an ongoing Agreement with a duration of six (6) months or longer, reasonably objects in writing to the amended conditions within thirty (30) days after notification of the amendment by SLTN, SLTN may decide not to apply the amendment to the relevant Agreement. If SLTN nevertheless wishes to maintain the amendment, the Client shall have the right to terminate the Agreement as of the effective date of the amendment, unless SLTN implements the amendment to comply with amended laws

and/or regulations.

Article 18 Final provisions

- 18.1 Notices that the Parties are to give each other under these General Terms and Conditions shall be made in writing. Oral statements, promises, and/or agreements shall have no legal effect.
- 18.2 Other delivery and/or general conditions of (third) parties, insofar as not being the Supplier, shall not apply to the Agreement.
- 18.3 The General Terms and Conditions have been drawn up in the Dutch language and published on the website of SLTN (www.SLTN.nl). This English version is a translation. In case of any discrepancies, the Dutch version shall prevail.

B. Special Terms and Conditions SLTN

These Special Conditions contain the following chapters:

B.1 Software development

B.2 Secondment

Preamble

The provisions in these Special Conditions apply in addition to the General Terms and Conditions. In case of conflict, the Special Conditions prevail. When referring to an article number in the Special Conditions, this refers to the article number in the relevant chapter of these Special Conditions, unless explicitly stated otherwise.

B.1 Software development

The provisions in this chapter 'Software Development' apply, in addition to the General Terms and Conditions, if SLTN designs and/or develops software for the Client and possibly installs the software.

Article 1 Specifications and software development

- 1.1 If specifications or a design of the software to be developed have not already been provided to SLTN prior to or at the time of entering into the Agreement, the parties shall specify in writing, in good consultation, which software will be developed and how the development will be carried out.
- 1.2 SLTN shall develop the software with care, taking into account the explicitly agreed specifications or design and, if applicable, the project organization, methods, techniques and/or procedures agreed upon in writing with the Client. Before commencing development work, SLTN may require the Client to provide written approval of the specifications or design.
- 1.3 If the parties use a development method characterized by the principle that the design and/or development of (parts of) the software is carried out iteratively (for example Scrum), the parties accept that the work will not initially be performed based on complete or fully elaborated specifications and that specifications, whether or not agreed upon at the start of the work, may be adjusted during the execution of the Agreement in good consultation, taking into account the project approach associated with the relevant development method. During the execution of the Agreement, the parties will jointly make decisions in good consultation regarding the specifications applicable to the next phase of the project (e.g., a 'time-box') and/or for the next sub-development. The Client accepts the risk that the software may not necessarily meet all specifications. The Client shall ensure a permanent, active, and organization-supported involvement and cooperation of relevant end users, including with respect to testing and (further) decision-making. The Client guarantees that the employees it appoints to key positions have the necessary decision-making authority. The Client ensures the promptness of progress decisions to be made by it during the execution of the Agreement. In the absence of timely and clear progress decisions by the Client in accordance with the project approach associated with the relevant development method, SLTN is entitled, but not obliged, to make the appropriate decisions in its opinion.
- 1.4 If parties use a development method as referred to in the previous paragraph, the provisions of articles 3.1 and 3.4 through 3.8 do not apply. The Client accepts the software in the state in which it is at the end of the last development phase ('as is, where is'). SLTN is not obliged to fix errors after the last development phase, unless explicitly agreed otherwise in writing.
- 1.5 In the absence of specific agreements, SLTN will commence the design and/or development work within a reasonable period determined by it after entering into the Agreement.
- 1.6 If requested, the Client will allow SLTN to perform work outside regular working days and hours at the Client's office or location.
- 1.7 The performance obligations of SLTN do not include maintenance of the software, and/or providing support to users and/or administrators thereof. If, contrary to the above, maintenance and/or support is also to be provided by SLTN, SLTN may require the Client to enter into a separate written Agreement for this. These activities will be charged separately at the usual rates of SLTN.

Article 2 Delivery, installation and acceptance

- 2.1 SLTN shall, at its discretion, deliver the software on the agreed format data carrier or, in the absence of agreements on this, on a data carrier format determined by SLTN, or make the software available online to the Client for delivery. Any agreed user documentation will be provided by SLTN in paper or digital form in a language determined by SLTN.
- 2.2 Only if agreed, will SLTN install the software at the Client. In the absence of agreements, the Client will install, configure, parameterize, tune the software, and if necessary adapt the used equipment and environment themselves.

Article 3 Acceptance

- 3.1 If no acceptance test has been agreed upon, the Client accepts the software in the state in which it is at the time of delivery ('as is, where is'), including all visible and invisible errors and defects. In that case, the software shall be deemed accepted by the Client upon delivery or, if installation by SLTN has been agreed upon in writing, upon completion of the installation.
- 3.2 If an acceptance test has been agreed, articles 3.3 through 3.10 apply.
- 3.3 "Errors" shall mean the substantial non-compliance of the software with the explicitly agreed written functional or technical specifications. An error only exists if the Client can demonstrate it and it is reproducible. The Client is obliged to report errors immediately. SLTN has no obligation with respect to other defects in or to the software than with respect to errors as defined in these General Terms and Conditions.
- 3.4 If an acceptance test has been agreed, the test period shall be fourteen days after delivery or, if installation by SLTN has been agreed, fourteen days after completion of installation. During the test period, the Client is not entitled to use the software for productive or operational purposes. The Client shall carry out the agreed acceptance test with qualified personnel and with sufficient scope and depth.
- 3.5 The Client is obliged to check whether the delivered software complies with the explicitly agreed written functional or technical specifications during the acceptance test.
- 3.6 The software shall be deemed accepted:
- 3.6.1 if an acceptance test has been agreed: on the first day after the test period, or
- 3.6.2 if SLTN receives a test report as referred to in article 3.7 before the end of the test period: at the moment the errors mentioned in that test report have been corrected, without prejudice to the presence of errors that do not prevent acceptance according to article 3.8, or
- 3.6.3 if the Client uses the software for productive or operational purposes: at the moment of said use.
- 3.7 If during the agreed acceptance test it appears that the software contains errors, the Client shall report the test results in writing, clearly, in detail and understandably to SLTN no later than the last day of the test period. SLTN will make its best efforts to fix the errors within a reasonable time, whereby SLTN is entitled to implement temporary solutions, workarounds, or problem-avoiding restrictions.
- 3.8 The Client may not withhold acceptance for reasons not related to the explicitly agreed written specifications between parties, and not because of the existence of minor errors, i.e., errors that do not reasonably impede the operational or productive use of the software, without prejudice to SLTN's obligation to fix these minor errors. Acceptance may also not be withheld due to aspects of the software that can only be subjectively assessed, such as aesthetic aspects of user interfaces.
- 3.9 If the software is delivered and tested in phases and/or parts, the non-acceptance of a certain phase and/or part does not affect the acceptance of an earlier phase and/or other part.
- 3.10 Acceptance of the software as described in this article means that SLTN has fulfilled its obligations concerning the provision and delivery of the software and, if installation by SLTN was agreed upon, its obligations concerning installation. Acceptance does not affect the Client's rights regarding minor defects as per article 3.8.

Article 4 Right of use

- 4.1 SLTN makes the software developed on behalf of the Client and any associated user documentation available for use by the Client. The right to use the software is non-exclusive, non-transferable, non-pledgeable, and non-sublicensable.
- 4.2 The obligation of SLTN to make available and the Client's right of use extend solely to the so-called object code of the software. Only if explicitly agreed in writing will the source code of the software and the technical documentation created during the development be made available to the Client, in which case the Client shall be entitled to make modifications to the software.
- 4.3 If the parties have agreed that the software may only be used in combination with certain equipment, the Client is entitled, in the event of equipment failure, to use the software for the duration of the failure on other equipment with the same qualifications.
- 4.4 SLTN may require that the Client does not put the software into use before the Client has obtained one or more codes required for its use from SLTN, its supplier, or the software producer. SLTN is always entitled to take technical measures to protect the software against unauthorized use and/or use in a manner or for purposes other than agreed between the parties. The Client shall never remove or cause to remove or circumvent technical provisions intended to protect the software.
- 4.5 The Client may use the software solely within and for the benefit of its own company or organization and only to the extent necessary for the intended use. The Client shall not use the software for the benefit of third parties, for example in the context of Software-as-a-Service (SaaS) or outsourcing.
- 4.6 The Client is never allowed to sell, rent, alienate, or grant limited rights to the software and the carriers on which the software is or will be stored, or make it available to third parties in any manner, for any purpose or under any title. Nor shall the Client grant a third party, whether remotely (online) or otherwise, access to the software or place the software for hosting at a third party, even if the third party uses the software exclusively for the Client.



- 4.7 Upon request, the Client shall immediately cooperate with an investigation by or on behalf of SLTN concerning compliance with the agreed usage restrictions. The Client shall grant access to its premises and systems at SLTN's first request. SLTN will treat all confidential business information obtained in connection with an investigation of or at the Client confidentially, insofar as this information does not concern the use of the software itself.
- 4.8 SLTN is not obligated to provide the auxiliary software and program or data libraries required for the use and/or maintenance of the software.
- 4.9 Only if it is explicitly clear from the content of the Agreement that all design and development costs are fully and exclusively borne by the Client, the Client shall not be subject to restrictions on the right to use the software as stated in articles 4.1 through 4.7.

Article 5 Compensation

- 5.1 In the absence of an agreed payment schedule, all amounts relating to the design and development of software shall be payable monthly in arrears.
- 5.2 The price for the development work also includes compensation for the right to use the software during the term of the Agreement.
- 5.3 The compensation for software development does not include compensation for auxiliary software and program or data libraries required by the Client, any installation services, or any adaptation and/or maintenance of the software. Nor does it include providing support to its users.

B.2 Secondment

Preamble

The provisions in this chapter 'Secondment' apply, in addition to the General Terms and Conditions, when SLTN second(s) Personnel to the Client.

Article 1 Definitions

"Compensation(s)": consist(s) of the hourly rate and/or all other (in)direct costs and/or compensation(s) related to the execution of the Agreement as specified in the Agreement.

"Personnel": natural person(s) employed by SLTN and/or third parties and/or natural person(s), including self-employed without personnel according to the Dutch Deregulation Assessment of Employment Relationship Act (*Wet Dereguleren Beoordeling Arbeidsrelatie*), temporarily hired on behalf of the Client.

Article 2 Execution of the Agreement

- 2.1 The supervisor at the Client provides the Personnel with further instructions regarding the actual execution of the Agreement. If necessary for the work, the Personnel will comply with the working hours of the Client.
- 2.2 SLTN will strive to deliver professional competence, which is understood to mean knowledge and skills, including professional and industry certifications and accreditations, necessary to execute the Agreement in accordance with the procedures agreed between the parties in an Agreement.
- 2.3 The actual execution of each Agreement by SLTN will be on the basis of a best-efforts obligation.
- 2.4 If SLTN and/or Personnel foresee at any time that they will not be able to properly fulfill an Agreement in whole or in part, SLTN shall inform the Client accordingly.
- 2.5 The parties will promptly notify each other of special circumstances, including but not limited to (long-term) unavailability of Personnel.

Article 3 Client obligations

- 3.1 The Client expressly agrees that SLTN and/or the Personnel may perform work for other clients as well.
- 3.2 The Client will provide, free of charge, the facilities reasonably requested by SLTN, such as workspace with IT facilities. The workspace and IT facilities shall comply with all applicable (legal) requirements and regulations concerning working conditions.
- 3.3 If applicable, the Client shall provide SLTN (digitally) with applicable house and security rules upon signing the Agreement.
- 3.4 The Client guarantees to enable SLTN to provide leave, coaching, training, and other quality and control activities for the Personnel.
- 3.5 The Client acknowledges that SLTN has incurred various costs related to Personnel, including recruitment, training, quality, certifications, and unique knowledge transfer from SLTN to Personnel.
- 3.6 If the Client wishes to have Personnel perform work for the Client (directly or indirectly, temporarily or otherwise) other than via SLTN, the Client shall inform SLTN in writing beforehand and consult with SLTN regarding financial settlement between the parties.
- 3.7 The Client is not permitted, without prior consent from SLTN, within twelve (12) months after the Agreement has ended, terminated, or dissolved for any reason, to have Personnel perform work via a payroll, secondment company, or any other company, in the broadest sense of the term, regardless of title or basis.
- 3.8 If the Client allows Personnel to perform work at the Client (directly or indirectly) and/or hires Personnel (directly or indirectly, temporarily) or concludes a (temporary) employment contract without prior written consent from SLTN after the conclusion of an Agreement, the Client owes a reasonable compensation to SLTN pursuant to article 9a paragraph 2 of the Waadi, with the Parties now agreeing that:
 - 3.8.1 For the first six (6) months that the relevant Personnel have worked at the Client via an Agreement, a minimum compensation of EUR 5,000 per month is owed to SLTN; or
 - 3.8.2 For the second six (6) months that the relevant Personnel have worked at the Client via an Agreement, a minimum compensation of EUR 1,000 per month is owed to SLTN.

Article 4 Compensation and payment

- 4.1 Compensation(s) are increased with the applicable VAT rate and other (tax) levies imposed by the government at the time of performing the work.
- 4.2 The surcharges of SLTN on the hourly rate for overtime are: 50% on weekdays and 100% on weekends.
- 4.3 If tools are necessary for the execution of the Agreement on the Client's instructions, SLTN will charge the related costs to the Client.
- 4.4 Unless otherwise agreed in the Agreement, SLTN will charge an additional fee to the Client when Personnel is scheduled for stand-by service(s):
 - 4.4.1 Five percent (5%) of the Personnel's hourly rate for Mondays through Fridays.

4.4.2 Ten percent (10%) of the Personnel's hourly rate for weekends and public holidays.

4.4.3 If Personnel is called upon for support (remote or on-site), the Personnel's hourly rate applies including the applicable (overtime) surcharge.

4.5 SLTN will invoice the Client after the end of each month; the method will be communicated by the Client in writing before the start of the Agreement.

4.6 SLTN is entitled to index the Compensation(s) once per calendar year effective from the following calendar month, in accordance with article 6.8.1 of the General Terms and Conditions.

Article 5 Liability and indemnification

5.1 If Personnel and/or SLTN suffers damage due to the Client's failure to fulfill the obligations described in article 7:658 paragraph 1 of the Dutch Civil Code, the Client is fully liable and indemnifies SLTN in advance against any claim by Personnel against SLTN.

5.2 If SLTN is held liable by a third party for damage resulting from actions or omissions of the Client, including instructions from the Client to SLTN and/or Personnel during the actual execution of the Agreement, regardless of title or basis, the Client indemnifies SLTN in advance.

5.3 SLTN indemnifies the Client against statutory claims from tax authorities or social security institutions towards the Client regarding compliance with tax and other legal obligations related to the execution of an Agreement.

Article 6 Contractual penalty

If the Client acts contrary to article 3.7, the Client owes SLTN an immediately payable penalty of EUR 50,000 for each infringement, as well as an immediately payable penalty of EUR 5,000 for each day the infringement continues, without requiring notice of default or judicial intervention, without prejudice to the right to demand fulfillment of the obligation and to claim compensation for damages suffered and to be suffered in addition to the penalty.

Article 7 Certification

7.1 SLTN requires various certifications for the execution of the Agreement for which independent expert certification bodies may, at their discretion, conduct random audits ("Audit Certification Body").

7.2 Upon entering into an Agreement, the Client unconditionally agrees in advance to provide SLTN with relevant data concerning the Client, the Agreement, and the Agreement for the purpose of an Audit Certification Body.