

## General Terms and Conditions of Purchase

### I GENERAL PROVISIONS

#### Article 1 / Definitions

In these General Conditions of Purchase, the following words have the following meaning:

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| <u>Agreement:</u>                                     | The agreement between the Supplier and Youvia for the purchase of the Product and Service by Youvia, including all Purchase Orders and the annexes;  |
| <u>Data subject:</u>                                  | Identified or identifiable natural person to whom the processed personal data relate;  |
| <u>Youvia:</u>  | Youvia bv, with its registered office at Herikerbergweg 88, Amsterdam;   |
| <u>General Conditions:</u>                            | These general terms and conditions of purchase of Youvia, irrespective of the form in which they are presented to the Supplier;  |
| <u>Infringement in connection with Personal Data:</u> | A breach of security that inadvertently or unlawfully leads to the destruction, loss, modification or unauthorized disclosure of or unauthorized access to transmitted, stored or otherwise processed data (Data-breach);  |
| <u>Personal data:</u>                                 | All information about an identified or identifiable natural person ('the Data Subject'); an identifiable natural person who can be identified directly or indirectly, in particular by means of an identifier such as a name, an identification number, location data, an online identifier or one or more elements characteristic of the physical, physiological, genetic, psychological, economic, cultural or social identity of that natural person; |
| <u>Processing:</u>                                    | An operation/process or a set of processing relating to personal data or a set of personal data, whether or not performed via automated processes, such as collecting, recording, organizing, structuring, storing, updating or modifying, retrieving, consulting, using, providing by means of forwarding, disseminating or otherwise making available, aligning or combining, protecting, deleting or destroying data;                                 |
| <u>Products:</u>                                      | All items of products, inclusive hardware and Software, which Supplier is required to deliver (including all relevant documentation);  |
| <u>Purchase Order:</u>                                | The document signed by Youvia, which specifies in detail the Products and/or Services requested and the commercial conditions;   |

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|---------------------------|--|
| <u>Service:</u>           | All services, work and activities which Supplier is required to including all results and documentation thereof;   |
| <u>Specifications:</u>    | The specifications of the Products and Services as described in the Agreement;   |
| <u>Supplier:</u>          | The supplier of the Products and Services, including the personnel employed by supplier or an approved subcontractor of supplier;  |
| <u>SaaS:</u>              | Software as a service;   |
| <u>Software:</u>          | Standard Software and Custom Software including any Software Release;  |
| <u>Standard Software:</u> | Already existing (“off-the-shelf”) software to be provided and licensed to Youvia by Supplier, including any systems or operating software (operating systems), compilers (development tools), utilities and application software; |
| <u>Custom Software:</u>   | Computer software in object and source code, together with the accompanying documentation and development materials, which are to be developed by Supplier pursuant to the Agreement;  |
| <u>Software Release:</u>  | Software Upgrades and Software Updates;  |
| <u>Software Upgrade:</u>  | A major release issued by Supplier (or its licensor) which includes new functionality, new features and/or modifications, improvements and amendments to the Software;   |
| <u>Software Update:</u>   | A minor release issued by Supplier (or its licensor) which include bug fixes and patches to the Software.  |

## **Article 2. General provisions – Purchase Order and Agreement**

- 2.1 The General Conditions shall apply to all Purchase Orders, offers, legal relationships and Agreements, made orally, in writing, electronic or in any other form, concerning the purchase of Products and Services by Youvia.
- 2.2 Deviations from the General Conditions shall only apply if and to the extent that they have been explicitly agreed upon in the Agreement between Youvia and the Supplier.
- 2.3 The applicability of any general terms and conditions of Supplier is explicitly rejected, except if agreed differently in the Agreement. In the event that any provisions of Supplier’s general terms and conditions are applicable, these General Conditions, insofar not contrary to the general terms and conditions of Supplier, remain effective as well.
- 2.4 Purchase Orders, Agreements, modifications thereof and additions thereto will only be binding upon parties if they have been placed or confirmed as the case may be in writing by Youvia.

## **Article 3. Offers, Purchase Orders and conclusion of Agreements**

- 3.1 All offers by the Supplier are irrevocable, not free of obligation for Supplier and can be accepted by Youvia within the term stated on the offer. In the event that the offer does not state a term, a term of three (3) months will apply. All costs with respect to the offer will be borne by Supplier.
- 3.2 Youvia’s requests for an offer are non-binding and are to be considered as an invitation to make an offer.
- 3.3 If a Purchase Order follows the offer by the Supplier, the Purchase Order is binding from the moment the Purchase Order is sent by Youvia.

- 3.4 If a Purchase Order is placed in writing by Youvia without being preceded by an offer by the Supplier, then the Purchase Order is only binding if a signed copy-order confirmation is received from the Supplier by Youvia within 7 days after the sending of the Purchase Order. If any aspect of an order confirmation from the Supplier differs from the Purchase Order of Youvia, then no Agreement is concluded.
- 3.5 A verbal order from Youvia is only binding if Youvia confirms this verbal order by issuing a Purchase Order within 14 days.
- 3.6 Youvia has no obligation towards Supplier to purchase Services or Products, unless agreed upon otherwise in the Agreement.

#### **Article 4. Execution of the Agreement**

- 4.1 The Supplier shall execute the Agreement at the time or times agreed upon. The deadlines and lead times applicable for the Supplier in the Agreement are binding and final. In the event of early execution of all or part of the Agreement, which is permitted only with and after the prior written approval of Youvia, payment will nevertheless be effected as if the initially agreed time(s) had been adhered to.
- 4.3 Unless agreed otherwise in writing, Supplier shall at his own account and costs ensure to obtain all necessary permits, exemptions, approvals, decrees, and the like for the execution of the Agreement.
- 4.4 Supplier warrants that it shall conduct its business in accordance with Youvia's business principles and that environment friendly and biodegradable materials will be used for the manufacturing and producing of the Products and Services and that it will not make use of child labour as defined in the ILO Convention 182.
- 4.5 Without the prior written consent of Youvia, Supplier will not use subcontractors for the execution of the Agreement. If following the written approval of Youvia Supplier uses subcontractors, Supplier remains liable towards Youvia for the performance thereof and the Supplier guarantees Youvia that these subcontractors shall conform to the conditions and provisions of the Agreement as if they are party thereto.
- 4.6 Supplier is obliged to inform Youvia immediately of accidents during the performance of the Services and activities and to provide Youvia with all the relevant information it desires.
- 4.7 Youvia is authorised to make changes to the ordered Products or Services (including the Specifications, documentation and the like). If such changes have consequences on the price (increase or decrease) and/or delivery period agreed, then prior to implementing the changes Supplier will inform Youvia of these consequences in writing as quickly as possible, but no later than seven days after the notification of the desired change. If these consequences on the price and/or delivery period are, in the opinion of Youvia, unreasonable with regard to the nature and scope of the change, Youvia is entitled to dissolve the Agreement. Dissolution on the basis of this article does not give Supplier any entitlement to compensation of damage and/or costs.
- 4.8 Supplier is not entitled to make or implement changes to the Products or Services without Youvia's prior written consent.
- 4.9 Additional work performed by Supplier is only qualified for compensation if Youvia has provided a written order to this end. Youvia shall in no event bear any increase in the price resulting from additional work that is (i) necessary in order to deliver the Product or Service in accordance with the agreed Specifications and requirements (ii) results from incorrect or incomplete (functional or technical) Specifications, if these Specifications are developed and/or accepted by Supplier.

#### **Article 5. Acceptance testing**

- 5.1 Youvia is entitled to inspect and test the Services and Products upon their arrival at the location of Youvia and/ or upon the completion of the work to be carried out pursuant to the Agreement, within a reasonable period after receipt of Supplier's notice of its completion, in order to ascertain whether the agreed Specifications and requirements

- are complied with. Youvia is entitled to reject the Products and the Services in case they don't comply with these Specifications and requirements.
- 5.2 After the inspection and testing, Youvia shall inform the Supplier as soon as possible in writing of its acceptance or rejection, giving the reason which lead to the rejection.
  - 5.3 Any additional work Supplier needs to carry out in order to get the Products and the Services accepted, will be performed without any additional costs for Youvia and within a term of two (2) weeks after Youvia has notified Supplier that the Products and/or Service are not accepted.
  - 5.4 At Youvia's discretion, rejected Products may be returned to the Supplier. In the event that Youvia returns the rejected Products, Supplier shall repay to Youvia on its first demand, without delay and without any deduction, all amounts prepaid by Youvia relating to the returned Products (and the Services involved with these Products).
  - 5.5 Acceptance of any Product or Service shall be without prejudice to any rights and remedies arising after the actual date of delivery or date of acceptance, whichever is the latest, of the Product and/or Service with respect of any breach of the representations and warranties of Supplier contained in the Agreement.

## **Article 6. Fees and Payment**

- 6.1 The prices of the Products and Services are listed in the Agreement and will be stated in euro. The prices cannot be increased during the term of the Agreement.
- 6.2 Supplier grants to Youvia "competitive price assurance". The prices set out in the Agreement shall be reduced in accordance with this article if, during the term of the Agreement, Supplier sells Products or Services of an identical type and functionality in similar volumes to any other similarly customer of Supplier at terms and fees more favorable than those set out in the Agreement. Any improvement in terms and fees made pursuant to this article shall be no less favorable than that given to the other customer.
- 6.3 Supplier shall ascertain the correctness and appropriateness of the prices. Anything Supplier delivers or executes under the Agreement shall be for the account of Supplier and is deemed to be included in the prices.
- 6.4 All prices include non-returnable packaging, logistics, insurance and transportation to the location specified in the Agreement but exclude any value added tax, which will be added to the amount in question.
- 6.5 Supplier will make sure that the invoice will be in accordance with the obligations inserted in the act with respect to the VAT ("Wet op de omzetbelating"). In any event the invoice will contain the following information: Youvia order number, address of location of delivery, date of delivery, price of each Product or Service, VAT and the total amount of the invoice. The invoice will be send to address communicated by Youvia. Youvia is entitled to dispute and refuse invoices that are not in accordance with this article.
- 6.6 Unless otherwise agreed in writing, payment shall be effected after the Agreement has been duly executed and after receipt of the relevant invoice in accordance with the agreed payment terms, unless Youvia has objected to the way in which the Agreement has been executed. For the avoidance of doubt, in the event that the Products and/or Services do not fulfill the Specifications and other requirements agreed upon, Youvia will not be obliged to pay the invoice. Payment shall be without prejudice to any of Youvia's other rights.
- 6.7 Youvia will pay undisputed invoices to the bank account indicated by Supplier within sixty (60) days of the invoice date provided the invoice has arrived within four (4) working days after the invoice date.
- 6.8 If Youvia does not pay the undisputed invoice within this payment term, Supplier will send a written demand notice stating a new reasonable payment period. If after this written demand notice Youvia still didn't make the payment, it is in default. From that moment the legal applicable interest rate is liable on the outstanding amount.

- 6.9 Youvia is entitled to offset amounts due by it to the Supplier, with amounts due by the Supplier (and/or other companies being part of the same group of Supplier) to Youvia (and/or to other companies being part of the same group of Youvia). Where, in the event of offset, amounts are quoted in different currencies Youvia shall decide in which of these currencies the offset shall be effected. Conversion shall be effected at the rate of exchange valid at the due date of payment of the relevant invoice(s) and published by De Nederlandsche Bank.

## **Article 7. Guarantees and support**

- 7.1. The Supplier guarantees that all Products and Services delivered are fit for the purpose for which they are destined and that the Products and Services are in conformity with the agreed Specifications, requirements and approved samples and are of sound workmanship, of good quality and free from faults in construction, manufacture and material, and further that the Products and Services and their performance shall satisfy mandatory regulations relating to inter alia health, safety, the environment and electromagnetic interference, valid in the country for which the Products and Services are destined.
- 7.2 Unless agreed otherwise in writing, Supplier shall at his own account and costs ensure to obtain all necessary permits, exemptions, approvals, decrees, and the like for the execution of the Agreement.
- 7.3 If applicable, Supplier will process all (personal) data in accordance with the applicable law and regulations and the directions of Youvia. Supplier shall take appropriate organizational and technical measures to protect the (personal) data provided to it and shall not retain it any longer than required in order to perform its Services or as required under relevant legislation.
- 7.4 During a period of two years after the acceptance of the Products and Service by Youvia, Supplier will provide maintenance and support (including Software Releases) free of charge and in accordance with the Specifications. Supplier will always fix any defective material, manufacturing defects and errors in the Products and Services (as well as in the parts delivered by Supplier in connection with the guarantee or support) within one month. If repair of the Product or Service within this period is not possible, Youvia is entitled to a replacement of the Product or Service with another identical Product or Service free of charge.
- 7.5 Notwithstanding article 7.4, for a period of ten (10) years after the acceptance of the Product or Service, Supplier: (i) shall supply any spare or replacement parts, or suitable alternatives, for the Products at reasonable market-conform prices on first request by Youvia. (ii) undertakes to offer maintenance and support services for the Products and Services (including Software Releases) at reasonable market rates if Youvia requests Supplier to do so.

## **Article 8. Inspection**

- 8.1 Supplier shall give Youvia (or a third party designated by Youvia), within reasonable time, access to the Supplier's location where Products are developed, produced, processed or stored, or where the Services are being performed, for inspection purposes. During the visit Youvia, or the designated third party, may inspect the Products and materials used in them, the manufacturing facilities, processes and finished Product(s) prior to the delivery to verify compliance with the Agreements and adherence by Supplier to quality assurance policies and procedures.
- 8.2 Supplier shall co-operate in the inspection at no extra charge for Youvia. Youvia shall do its best that the inspection will not interfere with the process of production, processing and/or storage, nor cause any obstructions or disturbance in these processes.
- 8.3 An inspection does not imply delivery, taking-over or acceptance of those Products and Services and an inspection shall not relieve Supplier of any obligation under this Agreement.



## **Article 9. Property rights**

- 9.1 By means of a written statement Supplier shall transfer to Youvia the property in all items such as models, dies, moulds, jigs, gauges, tools, drawings and other documents specifically acquired or manufactured by Supplier for the execution of the Agreement immediately upon the same having been supplied to him or the manufacturer by him having been completed. Where Supplier acquires such items from third parties Youvia shall pay Supplier if this has been agreed but only if Supplier has produced evidence that he has fully paid for it. Supplier shall retain such items on loan from Youvia.
- 9.2 All such items including materials, components, documents and data which will be used by Supplier or which Youvia puts at Supplier's disposal for the execution of the Agreement will remain the property of Youvia under all circumstances. Youvia reserves at all times and under all circumstances the right to take them back whether or not the same have been processed and/or used by Supplier against reimbursement of processing costs, if due by Youvia. Supplier shall store such data, materials and components separately and he shall clearly mark all such other items as Youvia's property. Supplier shall inform any third parties who might seek recourse thereon of Youvia's proprietary right and shall immediately inform Youvia of such an eventuality. Supplier shall not use such items nor will he allow them to be used by or on behalf of third parties for or in connection with any purpose other than the execution of the Agreement.

## **Article 10. Intellectual and Industrial Property Rights**

- 10.1 Supplier guarantees that it is the titleholder with respect to all intellectual property rights used in the Products and Services and licensed or transferred to Youvia.
- 10.2 Supplier warrants Youvia free and undisturbed use of the delivered Products and Services and indemnifies Youvia and holds Youvia harmless against all financial and all other consequences of third party claims on account of infringement of their intellectual and industrial property rights as a result of the use, processing, sale, storage or lease of the Products and Services by Youvia. At the first request of Youvia, Supplier shall defend Youvia in any such action brought against it.
- 10.3 Youvia will be the titleholder with respect to all intellectual property rights that have arisen by or as a result of the performance of the Agreement. Supplier will transfer all intellectual property right with respect to Services and Products developed for Youvia under the Agreement. Insofar as this transfer of the intellectual property rights is not completed through the Agreement, Supplier shall upon Youvia's first request undertake to assign these intellectual property rights to Youvia by signing all required documents and render all other necessary cooperation thereto.
- 10.4 Supplier may use the information, (personal) data and other materials provided by Youvia, although only in connection with the Agreement.
- 10.5 Where pursuant to the Agreement Products are to be provided with one or more trademarks owned by Youvia or with trademark(s) which Youvia is entitled to apply or to have applied, Supplier shall not in any way by implication or otherwise claim any title to such trademark(s) or similar or related trademark(s). Only Products so ordered by Youvia shall have such trademark(s) applied to them. Supplier shall adhere to Youvia's instructions with respect to dimensions, positioning and other aspects related to said trademark(s).

## **Article 11. Limitation of liability**

- 11.1 Supplier shall not limit or restrict its liability for death or personal injury arising from its own negligence or with respect to third party infringement.
- 11.2 The total liability of Supplier on account of default in the performance of the Agreement, or tort shall be limited to a maximum of € 1.000.000 (one million euro) or, in the event this cumulates to a higher amount, the total of the invoices for the Products and/or

- Services ordered by Youvia in the year in which the cause of damage was established. This limitation of liability is not applicable to article 11.1.
- 11.3 Supplier guarantees to be adequately insured and shall continue to be adequately insured during the term of the Agreement. On first request by Youvia Supplier shall provide evidence thereof.
- 11.4 Supplier indemnifies Youvia against any financial and other consequences of third party claims in connection with the fulfillment of his obligations under the Agreement, and shall reimburse Youvia for payments made to any third party.
- 11.5 In executing the terms of this Agreement, Youvia is not liable for any direct or indirect damage, including consequential damage, nor is Youvia liable for consequential loss, loss of profits, loss or destruction of data or damage resulting from claims made by third parties against Supplier, except for the cases specified below in article 11.6.
- 11.6 Youvia is only liable for actually suffered damages as result of death or personal injury resulting from attributable shortcomings of Youvia up to a maximum of the annual price (excluding VAT) stipulated in the relevant Purchase Order, but at no time more than € 100.000 (hundred thousand euro) per event or series of related events, or € 200.000 (two hundred thousand euro) per calendar year.

## **Article 12. Force Majeure**

- 12.1 Neither Party shall be deemed in default or liable for any loss or damage resulting from delays in performance or from failure to perform or comply with the Agreement due to an event of force majeure, being any cause beyond her reasonable control. A force majeure event shall not include illness or incapacity of personnel or of third parties used by the Supplier, a shortage of personnel of the Supplier, delay or failure in manufacture, production or supply by third parties of Products or Services, material shortages, defective (reserve) parts, liquidity and/or solvability problems of the Supplier, the impossibility of obtaining the required permits or permission, strikes and labor disputes.
- 12.2 In the event one party is affected by force majeure, it shall promptly notify the other party in writing of the nature and extent of the circumstances in question.
- 12.3 In the event the force majeure in question continues or will continue for an uninterrupted period in excess of two (2) months after the date on which the force majeure begins, the other party will be entitled to terminate the Agreement in writing while respecting a two week notice period.

## **Article 13. Confidentiality**

- 13.1 Supplier shall observe confidentiality regarding all that it learns about the business of Youvia during its activities for Youvia, including – but not limited to – all business, organizational and technical knowledge, software, source codes, know-how, proprietary or confidential information, names or addresses of customers of Youvia or any of its subsidiaries or affiliated companies or any other information which is known only to a limited number of persons and which is not intended to become known outside the company of Youvia or any of its subsidiaries or affiliated companies, and make no use thereof, other than to the extent required for the performance of the Agreements.
- 13.2 The duty of confidentiality does not cover data and/or information of common knowledge or data and/or information to be disclosed by virtue of the law.
- 13.3 All written and other records and all tangibles concerning Youvia or any of its subsidiaries or affiliated companies and its business which are in the possession of the Supplier shall be carefully kept and shall be immediately returned to Youvia upon its request, and in any case upon the termination of the Agreement. The Supplier hereby waives any right of retention in respect of records and tangibles referred to in this article.
- 13.4 Upon violation by Supplier of one or more of the obligations arising from this article 13, Supplier forfeits to Youvia, without any further notice of default or judicial intervention, an immediately due and payable penalty of € 100.000 (hundred thousand euro) per

violation and a penalty of € 1.000 (one thousand euro) for every day that the violation continues.

#### **Article 14. Termination**

- 14.1 Youvia shall have the right to terminate, or suspend performance of the Agreement and/or any pending Purchase Order if:
- Supplier fails to perform within the agreed time or times, to adhere to the agreed quantities or to fulfill the Specifications and/or requirements of the Agreement;
  - Supplier is declared bankrupt or has been granted suspension of payment or if a petition requesting bankruptcy, liquidation or suspension of payment is filed by a creditor;
  - Supplier's business has been discontinued;
  - Supplier becomes insolvent or admits its inability to pay its debts as they fall due or commences negotiations with one or more of its creditors with the view to a general readjustment or rescheduling of all or part of its indebtedness.
- 14.2 Termination of the Agreement by Youvia for convenience purposes is at any time possible with a term of two months.
- 14.3 Any pending Purchase Orders at the time of termination of the Agreement will be executed in accordance with the terms of this Agreement, unless such Purchase Orders are affected by the termination as a consequence of Suppliers breach of its obligation under the Agreement or for causes as set forth in article
- 14.1 or unless Youvia decides to terminate these Purchase Orders as well.
- 14.5 Notwithstanding article 23, upon termination of the Agreement Supplier shall promptly return to Youvia all information, data and other materials of Youvia that is in its possession or, if requested by Youvia, promptly destroy and delete these information, data and materials in a manner specified by Youvia certify to Youvia in writing that it has done so.

#### **Article 15. Miscellaneous**

- 15.1 Youvia's failure to insist on Supplier's compliance with any of his obligations shall not be construed as a waiver or relinquishment of our right at any time to invoke strict compliance with such obligations.
- 15.2 Supplier may not assign or transfer this Agreement or any of his rights without the prior written consent of Youvia, which consent will not be unreasonably withheld.
- 15.3 During the term of the Agreement and twelve months thereafter, Supplier shall only engage or otherwise employ, directly or indirectly, members of the staff of Youvia who are or were previously involved in the execution of the Agreement, after obtaining the prior written consent of Youvia.
- 15.4 Youvia reserves the right to revise these General Conditions at any time by giving one month prior notice. These revisions will become effective immediately after the one month notice period. 15.5 If any provision of the General Conditions is null and void or annulled, the other provisions of the General Conditions shall remain in full force.
- 15.6 The Agreement and the General Terms and Conditions are governed by Dutch law. The Vienna sales Convention of 1980 shall not apply.
- 15.7 All disputes that may exist between Youvia and Supplier in connection with the Agreement or in connection with the General Conditions shall be exclusively submitted to the Dutch competent court in Amsterdam, The Netherlands.

#### **Article 15 A. Processing of Personal Data**

- 15A.1 If the Supplier processes Personal Data in the execution of the Agreement, the Supplier will process the Personal Data in a proper and careful manner and comply with the legal requirements that follow from the applicable laws and regulations, within the EU in particular according to the GDPR. The Supplier will take sufficient technical and



- organizational measures to guarantee a security level tailored to the risk for the processed Personal Data. In doing so, the Supplier must take into account the state of the technology, the implementation costs, the nature, the scope, the context and the severity of risks for the rights and freedoms of persons. The Supplier will inform Youvia on request and immediately about the manner in which the Supplier will fulfill his obligations under the aforementioned laws and regulations.
- 15A.2 The Supplier will not process the Personal Data obtained for the performance of the Agreement for its own purposes and will not process it for other or further purposes than is reasonably necessary for the execution of the Agreement, unless Youvia has given its prior explicit written permission.
- 15A.3 The Supplier shall not engage any sub-processors/contractors to Process Personal Data without Youvia's prior written consent. Furthermore: the Supplier will not, unless he has received explicit prior written permission from Youvia, process Personal Data or have it processed by any sub-processors, situated in countries outside the European Economic Area ("EEA") without an appropriate level of protection.
- 15A.4 The Supplier shall inform Youvia immediately about any request and / or complaint from the Supervising Authority or the Data Subject with regard to the Personal Data processed during the performance of the Agreement.
- 15A.5 The Supplier shall cooperate with Youvia when the Data Subject submits a request for the exercise of his or her rights such as, but not limited to, the right to inspect, rectify, delete, object to the processing of the Personal Data and a request to transfer the Personal Data. The Supplier will not independently perform the obligations that, pursuant to the applicable law, are for Youvia as controller.
- 15A.6 The Supplier informs Youvia within two working days about any court order, summons, legal obligation or other obligation to share Personal Data with third parties.
- 15A.7 The Supplier informs Youvia without unreasonable delay, but no later than within 24 hours from the moment that he has become aware of an infringement in connection with the security of the personal data in question and thereby provides Youvia with all information deemed necessary by Youvia.
- 15A.8 The Supplier will provide the following information in the event of a breach in connection with the security of the Personal Data in question:
- a. a detailed description of the breach in connection with the security of the relevant Personal Data;
  - b. type / category of Personal Data that is involved;
  - c. of how many persons the Personal Data are involved;
  - d. the identity of the persons involved;
  - e. the measures taken to limit negative consequences for the Data Subject (s) and to remedy the infringement in question;
  - f. the cause of the breach in connection with the security of relevant Personal Data;
  - g. the duration of the infringement and the moment of origin.
- 15A.9 Any costs incurred to resolve the breach in connection with the security of relevant Personal Data will be borne by the party who incurs the costs, unless the breach has arisen due to the Supplier's failure to comply with the Agreement, then the costs are entirely for the account of the Supplier. In addition, Youvia retains the possibility to use other remedies.
- 15A.10 Communication about the breach in connection with the security of relevant Personal Data will always take place in consultation.
- 15A.11 If the Agreement between the Supplier and Youvia ends, the Supplier will ensure that all Personal Data it has acquired within the framework of the execution of the Agreement will be returned to Youvia or destroyed with the consent of Youvia, unless a mandatory legal provision stipulates otherwise.

15A.12 If the Supplier or any of his sub-processors acts in violation with this article and / or relevant laws and regulations in the area of protection of Personal Data, the Supplier will indemnify Youvia fully against claims from third parties in this respect.

## **II DELIVERY OF PRODUCTS**

In the event that parties agree that Supplier will deliver Products and or grants licenses with respect to Products, the provisions set forth in this chapter shall apply in addition to the General Provisions.

### **Article 16. Delivery of the Products**

- 16.1 Supplier will deliver the Products, cleared for export, into the custody of the carrier and at the location mentioned in the Agreement or designated by Youvia. The delivery of the Products shall be under “Delivery Duty Paid” (Incoterms latest version) conditions.
- 16.2 Supplier guarantees that the Products shall meet all Specifications and other requirements agreed upon in the Agreement.
- 16.3 Supplier agrees to hold stock of the Products at his warehouse in order to guarantee Youvia an uninterrupted supply in the event Youvia issues a (new) Purchase Order.
- 16.4 When transporting dangerous Products Supplier shall strictly adhere to statutory provisions and provisions of international treaties, conventions and agreements relating to transport of goods applicable in the countries where the goods will be transported.
- 16.5 Supplier shall provide Youvia with such written information regarding the composition of dangerous Products so that transport, warehousing and processing thereof may be effected in compliance with the relevant provisions of laws, international treaties, conventions and agreements applicable in the countries referred to in the foregoing paragraph.
- 16.6 Unless agreed upon in writing, Supplier guarantees that the Products and materials and Software used in respect of the Services shall not contain any “drop dead”, “trap door”, “time bomb”, “Trojan horses” or other viruses or vicious devices and that the Product will not contain any limitations, other than authorization codes, which would render the Product unsuitable for use by Youvia in processing its own applications and those of its clients.
- 16.7 In the event of Product delivery, the risk of loss or damage with respect of the Products shall pass to Youvia on the acceptance of the Product by Youvia in accordance with article 5. In the event that Supplier provides a Service (for example installation services) as well, the risk of loss or damage with respect of the Products shall pass to Youvia on the acceptance of the Product and the Service by Youvia in accordance with article 5.
- 16.8 Ownership of the Products will pass the Youvia at the time of payment or at the time an interim payment is made.

### **Article 17. License of Standard Software**

- 17.1 Supplier grants to Youvia a worldwide, non-exclusive, perpetual and non-revocable license to use any Standard Software provided to Youvia. The license to the Standard Software grants Youvia the right to use (in the broadest sense of the word), revise, adjust and copy the Standard Software, without any limitations with respect to user site, hardware, term, or otherwise.
- 17.2 The license to this Standard Software shall take effect as of the date of delivery of the acceptance of Products and Service in accordance with article 5 and shall continue - irrespective of any maintenance and support agreement between Supplier and Youvia - for an indefinite period of time, without any right of termination by Supplier.
- 17.3 Youvia shall not duplicate nor modify nor disassemble nor de-compile the Standard Software except as provided for under the Council of the European Communities Directive on the legal protection of Computer Programs dated the 14th May 1991 (91/250/EEC).

- 17.4 Supplier represents and warrants that the source code of the Standard Software (including the Software Releases) and all documentation necessary to adapt and maintain the Standard Software or the Product are suitable to have Youvia or a third party carry out maintenance, support, adaptations or extensions to the Standard Software or the Product.
- 17.5 Supplier shall deliver a current version of the source code of the Standard Software and its documentation at its expenses to a third party escrow agent. Supplier shall provide Youvia evidence of such deposits. The source code shall be released by this escrow agent to Youvia in the events described in article 14.1.

#### **Article 18. Custom Software**

- 18.1 In the event that Supplier develops and provides Custom Software (including the Software Releases); this Custom Software shall be the sole and exclusive property of Youvia. Supplier transfers all (intellectual property) rights, title or any ownership interest it has or may claim in any Custom Software to Youvia and agrees that such software is solely made to the benefit to Youvia. Supplier is hereby prohibited from allowing a third party any access or use rights in such Custom Software. Supplier represents and warrants that the source code of the Custom Software (including the Software Releases) and its documentation necessary to adapt and maintain the Software are suitable to have Youvia or a third party carry out maintenance, upgrades, adaptations or extensions to the Software. Supplier shall deliver to Youvia a current version of the source code of the software and its documentation at the moment it delivers the Custom Software to Youvia and thereafter at least once a year.
- 18.2 Insofar as the transfer of any intellectual property right is not completed through the Agreement Supplier shall upon Youvia's first request undertake to assign the intellectual property rights to the Custom Software (and Software Releases) to Youvia by signing all required documents and render all other necessary cooperation thereto.

#### **Article 19. Software Releases**

- 19.1 At least once per year, Supplier shall provide Youvia with an overview of forthcoming Software Releases, including a full description of the technical and functional specifications of such Software Release. Youvia shall not be required to accept the use of Software Releases which in any manner adversely affect the existing functionality of the Software and/or which have an impact on Youvia business planning, and in such event Supplier shall be obliged to continue to support prior versions of the Software.

### **III DELIVERY OF SERVICES**

In the event that parties agree that Supplier will provide Services, the provisions set forth in this chapter shall apply in addition to the General Provisions.

#### **Article 20. Providing of Services**

- 20.1 Supplier guarantees that it will provide the Services on the agreed location and in accordance with the Specifications, service levels and all other requirements agreed upon and that the Services shall be executed with good workmanship and that the results intended to be achieved according to the Agreement will be met.
- 20.2 In the event that Supplier provides maintenance and support services, hosting services and/or SaaS, Supplier guarantees that it will meet the service levels agreed upon in the Agreement. In the event that Supplier (other than for reasons of force majeure or any act or omission of Youvia) fails to meet the service levels, Youvia has the right to impose a penalty.
- 20.3 Installation and/or assembly services will always include any activity and all materials, which are necessary for Supplier to install or assemble the Products on location.
- 20.4 Youvia is responsible for providing access to the locations where the Services are to be delivered during normal working hours in order to enable Supplier to perform the

- Services. On request, Youvia will provide Supplier with the necessary information about the location.
- 20.5 Supplier will make every effort to perform and complete the Service within the working hours. In the event Youvia requests Supplier to perform Services outside working hours or the hours as agreed before, Supplier will deliver these Services. In the event additional costs are associated with these Services outside working hours, Supplier will communicate this prior to delivery.
- 20.6 Supplier guarantees that all personnel engaged by Supplier in the performance of the Agreement shall have the required level of skill and expertise as can reasonably be expected by Youvia.
- 20.7 Supplier is responsible for successfully completing the Services, independently and for its own responsibility, with due observance of the current regulations regarding, safety and environment
- 20.8 Supplier will inform Youvia of inaccuracy and incompleteness in its orders or directions (or the order or directions given in its name) as well as of defects to the materials and resources provided by Youvia, insofar the Supplier is aware of these or in all reasonableness should be aware of these.
- 20.9 Supplier will frequently and timely report to Youvia in writing the progress of the Services, potential delays and the solutions with respect to these delays.
- 20.10 Supplier will ensure the confidentiality of all information and (personal) data of Youvia stored on the servers (including third party servers) within the context of the SaaS or other Services. Supplier will implement and maintain the measures to this extend, including but not limited to physical access control to the server areas, logical access control and authentication on servers, networks, third party software and repositories, physically and logically separated networks and the use of firewalls between each network and secured VPN connection(s) between Supplier and Youvia.
- 20.11 In the event that Supplier uses Standard Software with respect to the provisioning of the Services, Supplier shall deliver a current version of the source code of the Standard Software and its documentation at its expenses to a third party escrow agent. Supplier shall provide Youvia evidence of such deposits. The source code shall be released by this escrow agent to Youvia in the events described in article 14.1.

## **Article 21. Personnel and working conditions**

- 21.1 Before commencing the Services, Supplier will inform himself of the circumstances on the locations or in the buildings where the Services should be delivered and the activities have to be carried out.
- 21.2 Supplier is responsible and liable for ensuring the safety of its personnel and the personnel of third parties engaged by him and shall take the necessary measures to do so. Supplier will, among other things, ensure that these personnel is provided with personal protective equipment, such as protective, welding and safety goggles, safety harnesses, safety shoes, helmets and vests, and the like.
- 21.3 In the event that Supplier's personnel provides Services on a location or in the building of Youvia, Supplier shall inform Youvia in writing of the personal details of the personnel engaged for these Services.
- 21.4 If Youvia believes that the personnel are insufficiently qualified, it will be authorised to order that the personnel will be replaced. Supplier warrants that sufficient personnel will be available and that key personnel will not be replaced without prior approval of Youvia.
- 21.5 Supplier shall use a timesheet for each employee to determine the amount of hours worked by the personnel or any other inspection sheet chosen by Youvia and submit these to Youvia.
- 21.6 The working hours of the personnel engaged for the Services shall be equal to those of Youvia's personnel, unless agreed otherwise in writing.

21.7 At Youvia's request, Supplier will appoint a project manager who shall have the responsibility that all Products and Services are delivered on time and meet all Specifications and requirements. The project manager will conduct report meetings on a regular basis to determine the progress and identifies deal with any issues.

#### **Article 22. Tax liability**

- 22.1 Supplier will comply with all requirements arising from the 'Wages and Salaries Tax and Social Security Contributions Act' (liability of subcontractors act) and shall compensate Youvia for and indemnify Youvia against all claims in respect thereof.
- 22.2 In view of the provisions of article 22.1 Supplier shall take all measures to ensure that income tax and social security charges due associated with the Services will be paid to the competent authorities.
- 22.3 Youvia or a third party designated to this end is at all times entitled to check whether Supplier has complied with the requirements stipulated in article 22.1 and Supplier shall cooperate fully to that purpose.
- 22.4 Youvia has the right to deduct the amount she is due to Supplier with any amount Supplier is due to any Tax Authority (i.e. Belastingdienst) or any other authorities responsible for the execution of the tax laws and/or national insurance contributions laws, for which Youvia is liable under the 'Wages and Salaries Tax and Social Security Contributions Act' (liability of subcontractors act). In the event Youvia deducts any amount she is due to Supplier under the 'Wages and Salaries Tax and Social Security Contributions Act' and pays this amount to the appropriate authority, she is no longer liable for payment of that amount to Supplier. Any such payment made by Youvia thus discharges Youvia of payment of an equal amount to Supplier.
- 22.5 Notwithstanding article 22.4 Youvia is at all times entitled to transfer amounts by Supplier under the tax laws and/or national insurance contributions laws to any guaranteed accounts ('G-rekening') of Supplier as described in the 'Wages and Salaries Tax and Social Security Contributions Act'. At first request of Youvia Supplier will open these accounts in order to transfer the amounts on these accounts to the relevant Tax Authority. Transfer of amounts by Youvia to any guaranteed accounts discharges Youvia for these amounts.

#### **Article 23. Consequences of termination for SaaS and/or hosting services**

- 23.1 Upon termination of the Agreement and on request of Youvia, Supplier will perform the SaaS or hosting services in order to secure all (personal) data of Youvia, for a maximum period of six months after the termination. Supplier will make sure that there are no problems in the migration of the data of Youvia from the software, systems and hardware used in respect of the SaaS or hosting service to the new systems, software or hardware and will provide all necessary information and assistance. Furthermore upon termination of the Agreement or at a later date if agreed upon by both Parties, Supplier will provide Youvia with all the Custom Software, documentation, materials and data developed for Youvia. Youvia bv is registered with the Chamber of Commerce in Amsterdam under number 27198207.

These General Conditions of Purchase are filed with the Chamber of Commerce in Amsterdam, April 2<sup>nd</sup> 2019