

GENERAL TERMS AND CONDITIONS

NTT Netherlands B.V.

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CHAPTER 1: GENERAL PROVISIONS

1. Definitions

1.1 This article defines a number of terms that are capitalised in the General Terms and Conditions. The definitions used have the same meaning in the singular as well as in the plural, unless the context shows otherwise.

Amounts Due	Amounts that You owe NTT with respect to the Performance delivered or to be delivered.
Agreement(s)	A document laying down the Parties' mutual rights and obligations with respect to the Performance to be delivered, including - but not limited to - a separate agreement, framework agreement, further agreement and/or Service Level Agreement, constituted by a Quotation, Order and/or Statement of Work.
Configuration Item	Hardware and/or software which is supported as part of a Service and which is mentioned as such in an Agreement and/or Order, Statement of Work and/or Service Level Agreement.
End User License Agreement	A user agreement or right of use agreement This agreement sets out the rights and obligations of the user of a software product.
EULA	See End User License Agreement.
Force Majeure Event	Any event beyond the reasonable control of a party including, without limitation: <ul style="list-style-type: none"> - Acts of God, lightning strikes, earthquakes, floods, drought, storms, explosions, accidents, fires or any natural disaster; epidemic or pandemic; - acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, revolution; nuclear, chemical or biological contamination or sonic boom; - imposition of sanctions, embargo, or breaking off of diplomatic relations, any law or any action taken by a government or public authority that restricts or prohibits performance of the Services, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent; - delay or failure in manufacture, production or supply by Third Party suppliers of any Services and/or Equipment or any part thereof to the extent only that such difficulty, delay or failure was caused by a bona fide Force Majeure Event affecting that third party; - denial of service (DoS) or distributed denial of service (DDoS) attacks; cable cuts; power outages; collapse of buildings; or any labor or trade dispute, strikes, industrial action or lockouts.
General Terms and Conditions	These general terms and conditions, which may be amended or readopted from time to time.
Good(s)	Hardware or software supplied or to be supplied by NTT to You.
Hosted Data	Your data that NTT is hosting as part of the delivered Cloud Services,
IP Rights	All intellectual and industrial property rights arising from the development of Works.
Incident	An unscheduled disruption or reduction of quality related to one or more Configuration Items under the Agreement.
Initial Term	The initial duration as specified in the Agreement and/or Order.
Installed Base	The hardware and/or software on which NTT provides Support and/or Managed Services.
MACD	Moves, Adds, Changes & Deletions.
Managed Service(s)	ITIL services as defined in a Statement of Work or Service Level Agreement.
Manufacturer	The original hardware or software manufacturer (Original Equipment Manufacturer (OEM)).

NTT	NTT Netherlands B.V., with its registered office at Veemweg 23-25, 3771 MT Barneveld, the Netherlands, listed in the commercial register of the Chamber of Commerce under number 08051702, and its legal successors.
NTT Material	Means material owned or developed by or for NTT independently and outside of the Agreement and furnished by NTT as part of the Services and used by You in connection with the Services, and which includes NTT software, information, methodologies, tools, techniques, documentation, designs, specifications, instructions and data, and any modifications thereof, but specifically excludes Third Party Material.
NTT Software	All software owned by NTT.
Order	Means a(n) (purchase) order issued by You to NTT, effectuated by Quotation and/or Statement of Work, concerning Your purchase of Goods and/or Services, in accordance with the provisions contained in these General Terms and Conditions.
Party/Parties	NTT and You jointly. Individually referred to as 'Party'.
Personal Data	All information that can be traced back to a natural person who is identifiable, or can be identified, including - but not limited to - name, age, position, e-mail address and postal address.
Performance	The total of the Goods and/or Services supplied or to be supplied by NTT.
Quotation	Means a written statement, provided by NTT, setting out the prices and conditions for the supply of this Goods and/or Services by NTT, which forms part of an Agreement and/or Order.
Remote Access	The gaining of remote access to Your network and/or environment.
Renewal Date	End date of the Initial Term or Renewal Period.
Renewal Period	The duration of the renewal following the Renewal Date.
Service(s)	The services offered by NTT, consisting of, but not limited to: <ul style="list-style-type: none"> - Professional & Consulting Services; - Support Services; - Managed Services; - Enterprise Services; - Cloud Services.
Service Level Agreement	A document setting out the details and description of Support, Managed and Enterprise Services, the Fees and additional rights and obligations of the Parties.
Set-up Time	The time required by NTT to set up the Support and/or Managed Services.
Spare Part	A component which is used for to replace a defective component.
Standard Rates	The rates as included in Chapter III, Article 25 of the General Terms and Conditions.
Statement of Work	A document setting out the scope, details and description of the Services, the Fees and additional rights and obligations of the Parties.
Support Service(s)	ITIL services as defined in a Statement of Work or Service Level Agreement.
Supplier	A Supplier of NTT supplying Goods and/or Services to NTT for the purpose of an Agreement and/or Order.
Third Party Material	Software and related documentation, including manuals and technical documentation which is supplied, used or made available for the purpose of the Services, but which is not the property of NTT or You.
You or Your	The organisation or the business purchasing Goods and/or Services from NTT.
Works	Any software, websites, data files, equipment or other materials such as analyses, designs, documentation, reports, Offers and the preparatory materials in respect thereof, as developed or made available on the basis of the Agreement and/or Order.
Working Days	Mondays to Fridays, with the exception of public holidays.

2. Applicability

- 2.1 The General Terms and Conditions contain the basic rules that the Parties must follow. The General Terms and Conditions are divided into the following Chapters:
- **Chapter I: General Provisions** This chapter applies at all times;
 - **Chapter II: Delivery of Goods** This chapter applies to the delivery of Goods;
 - **Chapter III: Professional and Consulting Services** This chapter applies to Professional and Consulting Services;
 - **Chapter IV: Support Services** This chapter applies to Support Services;
 - **Chapter V: Managed Services** This chapter applies to Managed Services;
 - **Chapter VI: Enterprise Services** This chapter applies to Enterprise Services;
 - **Chapter VII: Cloud Services** This chapter applies to Cloud Services.
- 2.2 The General Terms and Conditions apply to all of NTT's Offers and Orders. If the provisions of the General Terms and Conditions are derogated from, this will be agreed with You separately in an Agreement and/or Order.
- 2.3 Your applicable purchase or other terms and conditions are hereby expressly excluded. This means that only the General Terms and Conditions of NTT apply. Your own general terms and conditions will only apply if NTT and You have agreed on this in writing.
- 2.4 If any provision of the General Terms and Conditions is wholly or partially void or voided, the remaining provisions of the General Terms and Conditions will continue to apply in full. In consultation with You, NTT will agree on new provisions that will replace the void or voided provisions, taking account of the object and purport of the original provision as much as possible.
- 2.5 NTT may change or supplement the General Terms and Conditions.
- 2.6 In the event of any conflict between the provisions of an Agreement and/or Order and the General Terms and Conditions, the provisions of the Agreement and/or Order will prevail, unless explicitly agreed otherwise.

3. Formation

- 3.1 A Quotation from NTT is based on the information You provided to NTT, such as the requirements and specifications of the Performance to be delivered.
- 3.2 An Agreement can be formed in three ways:
- By concluding a separate Agreement with NTT.
 - By accepting a Quotation or Statement of Work submitted by NTT by providing NTT with a duly signed copy of the aforesaid documents.
 - By accepting a Quotation or Statement of Work submitted by NTT by providing NTT with an Order.
- 3.3 The Parties accept the use of electronic communication for the formation of Quotations and/or Agreements.

4. Duration

- 4.1 An Agreement and/or Order is entered into for the term specified in the Agreement and/or Order, unless the Agreement and/or Order is terminated early in accordance with the applicable terms and conditions.
- 4.2 A term applies to the following Services under an Agreement and/or Order:
- Support Services;
 - Managed Services;
 - Enterprise Services;
 - Cloud Services.
- 4.3 Unless otherwise agreed in an Agreement or Order, Support Services will commence on the date of delivery of the Goods at the agreed location.
- 4.4 At the end of the Initial Term or Renewal Period, an Agreement and/or Order will be automatically renewed by 12 months, unless either Party informs the other Party in writing at least 90 days before the Renewal Date that it terminates an Agreement and/or Order.

5. Your obligations

- 5.1 You offer NTT the access, support, information and cooperation reasonably required to allow NTT to perform its obligations under the Agreement and/or Order.
- 5.2 You follow reasonable instructions given by NTT.
- 5.3 You do not use the Goods and/or Services and You do not allow them to be used in a manner so as to damage, interrupt, disrupt, degrade or misuse Goods or NTT systems.
- 5.4 You guarantee that NTT Materials that are in Your possession are protected against unauthorised access, misuse, damage or destruction at all times.
- 5.5 When so requested, You Quotation NTT the proof that You have adequate and published occupational health and safety guidelines and procedures in place and that You have taken out appropriate third-party liability insurance.
- 5.6 You are not allowed to resell any Goods or Services to a third party.

6. Price and payment

- 6.1 You owe NTT a fee for delivering the agreed Performance.
- 6.2 NTT will send You an invoice for delivering the Performance. All prices mentioned by NTT are exclusive of turnover tax, but inclusive of other taxes and levies, costs of insurance and transport, insofar as deliveries are made within the Netherlands.
- 6.3 NTT is entitled to adjust the labour rates on the Renewal Date in accordance with the price index figure for monthly negotiated wages for business services, measured from June to June, as published by Statistics Netherlands (CBS) at <https://opendata.cbs.nl/statline/#/CBS/nl/dataset/82838NED/table?dl=1290A>.
- 6.4 The Quotation and/or Agreement and/or Order includes the applicable invoicing schedule. If no invoicing schedule is included in Your Quotation, Agreement and/or Order, the following applies:
 - Goods are invoiced after delivery;
 - Consultancy and Professional Services are invoiced monthly and in arrears, based on progress and/or hours spent;
 - Support, Managed and Enterprise Services are invoiced annually and in advance;
 - Cloud Services are invoiced monthly and in arrears, based on a minimum consumption agreed upon in advance and any actual consumption.
- 6.5 Invoices are drawn up in the currency mentioned in the Quotation.
- 6.6 If, after submission of a Quotation but before actual delivery by NTT, any circumstances arise which affect the cost price (to wit changes to the prices of Goods or Services, to wages, to exchange rates, to import duties, to VAT), NTT reserves the right to pass on those price changes to You. You will be informed of this.
- 6.7 You pay the invoice to NTT within 30 days of the invoice date.
- 6.8 You are not allowed to set off payments against any outstanding claim against NTT, nor are You allowed to suspend Your payment.
- 6.9 NTT transfers the claim it has against You to a collection agency if the invoice has not been paid within 45 days of the invoice date. This means that, in addition to paying the original amount, You must also pay judicial and extrajudicial costs.

7. Delivery

- 7.1 Goods and/or Services are delivered at the location You specified in the Order and/or Agreement.
- 7.2 All delivery periods are set to the best of NTT's knowledge based on the information known to NTT at the time of concluding the Order and/or Agreement. NTT will make every effort to ensure a timely delivery. If NTT establishes that a timely delivery is no longer possible, NTT will inform You of this as soon as possible. In that case, NTT will agree on a new delivery date together with You.
- 7.3 NTT will only be in default of delivery if You have given NTT written notice of default, offering it a reasonable period in which to effect delivery, and NTT has not effected delivery after expiry of this period.
- 7.4 NTT is not bound by delivery periods if the late delivery is caused:
 - by a circumstance that is beyond NTT's control;
 - by a circumstance that arises after the conclusion of the Agreement and/or Order; or

- by a change to the content and/or scope of the Agreement and/or Order as agreed between You and NTT.

8. Transfer of ownership and risk

- 8.1 All Goods delivered by NTT will remain the property of NTT until You have paid NTT all Amounts Due.
- 8.2 NTT may retain any items received or developed, including products, data, documents, data files and intermediate or final results of the services provided by NTT until You have paid the Amounts Due to NTT. If NTT has agreed with You to surrender these items, NTT will have to do so after all Amounts Due have been paid.
- 8.3 The risk of loss, theft, damage, deterioration or destruction of Goods will pass to You as soon as NTT has delivered the Goods to You at the agreed location, which shall be considered complete upon the earliest to occur of:
- (1) delivery of the Goods;
 - (2) your taking of possessions of the Goods; or
 - (3) delivery of the Goods to any carrier appointed by You for delivery to You.

9. IP rights

- 9.1 The IP Rights to the Works are only vested in NTT or Suppliers.
- 9.2 If the IP Rights are vested in a Supplier of NTT, the End User License Agreement of that Supplier will apply.
- 9.3 If the IP Rights are vested in NTT, NTT will grant You, in accordance with the purpose of the Agreement and/or Order, a right to use the Works during the term of the Agreement and/or Order. This right of use will be limited, non-exclusive, for Your own use, terminable and non-transferable.
- 9.4 If one or more third parties have suffered a loss as a result of an infringement of IP Rights of NTT Materials used in connection with an NTT Services, NTT will indemnify You against the proven direct loss as a result of that infringement of these IP Rights. To determine the amount of the indemnification, a distinction is drawn between:
- An infringement of the IP Rights vested in NTT Materials: NTT will indemnify You against the direct loss suffered by one or more third parties as a result of an infringement of these IP Rights. This indemnification is limited to the amount of the maximum liability acknowledged by NTT, as set out in Article 13 of these General Terms and Conditions. Moreover, NTT will, if an infringement threatens to disturb Your uninterrupted use of the Works:
 - i. try to acquire a right to use the relevant Works for You;
 - ii. adjust the NTT Material in such a way that the alleged infringement is brought to an end.If (i) and (ii) are not possible, NTT will be entitled to terminate all or part of the Agreement and/or Order that is the subject of the alleged infringement. For the Goods You have returned, You will be paid a Fee that equals the Fee You paid to NTT for this.
 - An infringement of the IP Rights vested in Suppliers of NTT: Data will indemnify You against the direct loss suffered by one or more third parties as a result of an infringement of the IP Rights, up to the same amount of the indemnification the relevant Supplier has given to NTT.
- 9.5 The obligation to indemnify as referred to in Article 9.4 will lapse if:
- Any party other than NTT or Suppliers made changes or improvements to the Works;
 - NTT Materials were used in combination with hardware and/or software, or other materials not provided or expressly approved by NTT;
 - You did not use the replacement or adjusted material, while NTT did supply this material to You or pointed this out to You.

10. Confidentiality

- 10.1 The Parties are required to:
- keep confidential any confidential information they receive;
 - use confidential information they receive only for the purpose of the execution of the Agreement and/or Order.

- use reasonable endeavours to ensure that Confidential Information is only disclosed to Parties who would have a need to access it and who are aware of the confidentiality obligations, provided that such Parties are bound by general confidentiality undertakings no less stringent than those contained in the Agreement between you and NTT.
- 10.2 Confidential information is understood to be all non-public information (whether marked as confidential or which may reasonably be supposed to be confidential by its nature) that is disclosed before, on or after the effective date by a party (“Discloser”) to the other party (“Recipient”) in connection with, or in furtherance of its performance under, this Agreement, including its financial and business information, plans or strategy, the terms of the Quotation and any non-public information regarding the Goods, Services, NTT Material and Your material (including any associated trade-secrets, know-how, operations, processes or documentation)
- 10.3 Confidential data is explicitly not understood (and the terms of this clause will not apply to):
- Hosted Data and Personal Data, which will be treated in accordance with article 11 of these General Terms and Conditions; and
 - information that can be shown to Discloser’s reasonable satisfaction was:
 - i. in the public domain at the time of disclosure or becomes available to the general public afterwards other than by Recipient’s breach of this Agreement;
 - ii. rightfully known by, or later becomes available to, Recipient on a non-confidential basis from a source other than Discloser that is not prohibited from disclosing such information to Recipient; and
 - iii. independently developed by Recipient without use or reference to Discloser’s Confidential Information;
 - iv. Confidential information that must be disclosed in accordance with a statutory obligation;
 - v. Confidential information that must be disclosed in accordance with a court order.
- 10.4 This duty of confidentiality will apply during the term of the Agreement and/or Order. After the Agreement and/or Order has ended, the duty of confidentiality will continue for five (5) years.
- 10.5 During the term of the Agreement and/or Order and up to 1 year after termination of the Agreement, the Parties will not employ any staff members of the other Party or have these staff members work for them. This provision only applies to staff members who were directly involved in the performance of the Agreement and/or Order. If a Party violates the provisions of this article, that Party will owe the other Party an immediately payable penalty of EUR 50,000 per event. This will not affect the right to claim full compensation.

11. Processing of personal data

- 11.1 If the Parties process Personal Data, they will comply with the General Data Protection Regulation (GDPR). The Parties will ensure that the content, use and processing of Personal Data are not unlawful and that third-party rights are not infringed.
- 11.2 The privacy statement of NTT will apply to Personal Data obtained by NTT during Your interactions with NTT, on-line - including via websites, social media, mobile applications (jointly referred to as “Online Services”) of NTT - orally or in writing as well as off-line or via third parties. The privacy statement can be consulted at <https://hello.global.ntt/en-us/legal/privacy-statement>.
- 11.3 If You have entered into a data processing agreement with NTT, the provisions of that data processing agreement will apply. If You did not enter into a data processing agreement with NTT, Article 11 is considered to be the data processing agreement between You and NTT.
- 11.4 NTT has taken the following measures to secure the Personal Data:
- NTT has taken appropriate technical and organisational measures to protect Personal Data against loss or against any form of unlawful processing;
 - NTT has imposed a duty of confidentiality on its employees with respect to confidential information and Personal Data;
 - NTT keeps Personal Data separate from other information as much as possible;
 - In the event of a Personal Data breach, NTT will inform You within 72 hours after it has discovered the breach;
 - If NTT makes use of a Supplier, this Supplier will also be bound by NTT's obligations with respect to the processing of Personal Data.
- 11.5 You indemnify NTT against all third-party claims against NTT if the processing of Personal Data constitutes:

- A violation of the GDPR and/or other legislation which is not accountable to NTT;
 - A violation of the statutory retention periods.
- 11.6 The liability of NTT regarding a breach of any obligation from GDPR is subject to the limitations of liability as set out in clause 13.
- 11.7 Article 11.5 and 11.6 will continue to apply after termination of the Agreement and/or Order of the Order, for whatever reason.
- 11.8 If Hosted Data contains Personal Data, the provisions of article 11 will apply mutatis mutandis.

12. Dissolution and termination

- 12.1 a Party may dissolve the Agreement and/or Order for the other Party material breach of the Agreement and/or Order and only after the defaulting Party has been given written notice of default.
- 12.2 A written notice of default will in any case include:
- A detailed description of the reason for the notice of default;
 - A reasonable period in which the breach can be remedied.
- 12.3 A material breach is a breach that is substantial and negatively or irreparably affects the outcome of the Agreement and/or Order. Any act or omission which has a significant, detrimental effect on the Agreement and/or Order, for example non-payment for Services, unauthorized disclosure of Confidential Information, insolvency, and infringement of intellectual property rights may constitute a material breach.
- 12.4 If a Performance has already been delivered to You at the time of dissolution, You will have to pay NTT the Amounts Due. You need not pay any fee to NTT if NTT is in default of that Performance.
- 12.5 The Parties may terminate all or part of the Agreement and/or Order in writing, with immediate effect and without any notice of default being required, if:
- The other Party is granted a suspension of payments (provisional or otherwise);
 - A winding-up petition is filed against the other Party;
 - The other Party is wound up or discontinued (other than as part of a restructuring or merger of companies).
- 12.6 NTT retains the right (in its discretion) to suspend an Agreement or Order in the event You use Deliverables in any prohibited or unlawful manner.

13. Liability

- 13.1 The aggregate liability of one Party to the other Party for all causes of action under the Agreement and/or Order, whether arising from breach of contract, negligence or any other delict, in equity, under an indemnity, warranty or otherwise, will be limited to compensation of direct damages to a maximum of 100% of the charges paid or payable for such Goods and/or Services during the applicable contract year (the "ACV"). In no event shall either Party's total cumulative liability under an Agreement and/or Order exceed EUR 500,000 (in words: five hundred thousand euros) per contract year.
- 13.2 The Parties will only acknowledge liability if:
- A Party is in breach of its obligations under the Agreement and/or Order;
 - The other Party suffers a direct loss;
 - This direct loss is reported to the defaulting Party as soon as possible and always within 6 months following its occurrence;
 - The other Party has given the defaulting Party written notice of default, giving it a reasonable period in which to remedy the breach;
 - The defaulting Party continues to be in breach of its obligations after expiry of this period.
- 13.3 The Parties will not be liable, irrespective of whether this liability arises from negligence, breach of contract or any other unlawful act, under indemnity, warranty or otherwise, for indirect loss, special or consequential loss suffered by the other Party, including, but not limited to:
- Loss of use or business interruption;
 - Loss of profits, revenues or income;
 - Loss of goodwill, reputation, bargain or opportunities or anticipated savings;
 - Loss or corruption of data.

- 13.4 Nothing in these General terms and Conditions will limit or exclude either party's liability for direct loss caused by:
- Death or personal injury arising from that Party's negligence, or that of its employees, agents or subcontractors (as applicable);
 - A violation of the confidentiality clause;
 - Fraud or fraudulent misrepresentation;
 - Wilful misconduct or gross negligence;
 - Any other matter for which an exclusion or limitation of liability would be void or unenforceable at law.
- 13.5 In no case may the Parties file a claim under the Agreement if the loss was caused under an Order. Moreover, the Parties are not allowed to file the same claim under the Agreement as well as under the Order.
- 13.6 NTT may invoke against You the provisions of Suppliers which are or may be invoked against NTT.
- 13.7 This article will continue to apply after termination of the Agreement and/or Order, for whatever reason.

14. Cloud storage

- 14.1 If, at Your request, NTT stores data in a cloud solution specified by You, it will do so at Your risk and expense. You will be fully responsible and liable for the specified cloud solution. You indemnify NTT against any and all third-party claims with respect to the storage in the cloud solution specified by You.

15. Force Majeure

- 15.1 The Parties are not required to perform an obligation if performance is impossible due to a situation of Force Majeure.
- 15.2 If the Force Majeure situation in which a Party finds itself lasts longer than thirty (30) days, the other Party will be entitled to terminate the Agreement and/or Order in writing. The Performance delivered will be immediately due and payable in that case.

16. Applicable law and dispute resolution

- 16.1 The General Terms and Conditions, Agreements, Orders and Quotations will be exclusively governed by and construed in accordance with Dutch law, in all cases without regard to conflict of law principles.
- 16.2 The applicability of the 1980 Vienna Convention on Contracts for the International Sale of Goods to the General Terms and Conditions, Agreements, Orders and Quotation shall be excluded.
- 16.3 If a dispute arises between the Parties, the appropriate senior executives of both Parties will attempt in good faith to resolve the dispute within 14 (fourteen) days.
- 16.4 If the senior executives are unable to successfully resolve the dispute as stated in article 16.3, then the matter may be referred for resolution by mediation administered by the relevant body in the jurisdiction before having recourse to arbitration in accordance with clause 16.5 below, provided that in such a case neither Party is precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction, pending the decision of the arbitrator(s). Alternatively, the matter may be referred to adjudication by the courts in accordance with clause 16.6 below.
- 16.5 In the event the matter is referred to arbitration either Party may submit the dispute to the Netherlands Arbitration Institute where such dispute will be finally settled under the rules of such forum (or such other rules as may be agreed between the Parties) by one or more appointed arbitrators. For each arbitration, unless otherwise specified in the Agreement and/or Order the place of arbitration will be Utrecht (Netherlands) and the language of arbitration will be English. The law governing the arbitration will be Dutch Law.
- 16.6 Any dispute or claim arising out of or in connection with this General Terms and Conditions, Agreements, Orders and Quotations, as well as any non-contractual disputes or claims so arising, will be submitted by the competent judge of the court Midden-Nederland (Netherlands).

CHAPTER II: DELIVERY OF GOODS

17. Applicability

17.1 The provisions of this chapter apply – in addition to the General Provisions – to deliveries of Goods.

18. Warranty

18.1 NTT will make every effort to repair any defects in the material of, and/or manufacturing defects in, Goods delivered by NTT free of charge within a reasonable period of time, provided that the defect is reported under the warranty conditions and within the warranty period of the Manufacturer.

18.2 The warranty obligation will lapse in the following situations:

- The defects in the material or manufacturing defects are the result of Your incorrect, careless and/or inexpert use;
- An external cause, such as damage by fire or water;
- You make (or allow a third party to make) changes to the Goods delivered by NTT (or parts thereof) and NTT has not given You its written permission for this.

18.3 Any repair costs and repair work will, in the cases referred to in Article 18.2, be for Your account and will be charged on the basis of the Standard Rates and Conditions as included in Article 25.

19. Returns

19.1 Before any Goods are returned to NTT or the Manufacturer, You will at all times ensure that all information, including confidential information and personal details, has been fully deleted and/or removed from the relevant Good(s).

19.2 If You fail to comply with the obligation of Article 19.1, You will indemnify NTT against all claims, court proceedings, damage, injuries, liability, losses, costs and expenses which are suffered or incurred by NTT or are invoked against NTT.

20. Vendor Branded Resale

20.1 In case of Vendor Branded Resale, NTT resells Support Services of the Manufacturer. You report any incidents directly to the Manufacturer after the start date. NTT is not responsible for the Manufacturer's performance.

21. Miscellaneous

21.1 NTT uses sustainable packaging material as much as possible and ensures, as far as possible, that packaging materials are disposed of in an environmentally friendly manner.

21.2 If NTT, the Manufacturer and/or the Supplier of hardware and/or software sets specific requirements on Your environment, You must comply with those requirements. If there are no specific provisions, the standard environmental requirements are as follows:

- Ambient temperature between 15 °C and 32 °C, with a maximum temperature change of 5 °C per hour;
- Relative humidity between 20% and 80%, with a maximum humidity change of 20% per hour;
- Maximum permissible voltage variations (spikes) are set at +/- 2%;
- Magnetic fields and static electricity must be avoided.

21.3 Fees for the trade-in of Goods (hereinafter: "Trade-In") are only paid to You if NTT and You have agreed on this and after the Manufacturer has confirmed receipt of the Trade-In. NTT is not required to pay any Trade-In fees if the equipment to be traded in has not been delivered to the warehouse of NTT within 60 days of receipt of the newly ordered Goods.

CHAPTER III: PROFESSIONAL AND CONSULTING SERVICES

22. Applicability

- 22.1 The provisions of this chapter apply - in addition to the General Provisions - if NTT provides Professional and/or Consultancy Services to You.

23. Scope and performance of Services

- 23.1 In case of a project, NTT will draw up a Statement of Work, which includes the nature, scope and responsibilities.
- 23.2 In case of a temporary deployment of IT specialists, an Agreement and/or Order will be drawn up, which includes the specific hiring conditions. Where these General Terms and Conditions do not apply to this Agreement and/or Order, this will be specified as such in the Agreement and/or Order.
- 23.3 Work will be performed by qualified staff in an expert and professional manner.

24. Extra Work

- 24.1 If extra work needs to be performed, You will be charged for this based on the Standard Rates and Conditions, as included in Article 25.

25. Standard rates and conditions

- 25.1 The Standard Rates are:
- | | |
|----------------------|---------|
| Associate Engineer | EUR 90 |
| Engineer | EUR 110 |
| Senior Engineer | EUR 130 |
| Project Manager | EUR 130 |
| Technical Consultant | EUR 150 |
| Architect | EUR 170 |
- 25.2 If staff is deployed for more than 8 consecutive hours or outside office hours, the following surcharges on the Standard Rates will apply:
- | | |
|---------------------------------|------|
| Between 8:00 a.m. and 6:00 p.m. | 0% |
| Between 6:00 p.m. and midnight | 50% |
| Between midnight and 8:00 a.m. | 100% |
| Weekends and public holidays | 100% |
- 25.3 NTT is entitled to charge EUR 100 (one hundred euros) per day if:
- an NTT expert is deployed for less than 8 consecutive hours; or
 - the distance from the NTT office location is more than 100 kilometres.
- 25.4 The minimum deployment is 4 consecutive hours. The deployment is always rounded to whole hours.
- 25.5 If the scheduled work is cancelled less than 2 Working Days before the start of the work, NTT will be entitled to charge 50% of the scheduled hours, with a minimum of 4 hours.
- 25.6 If the scheduled work is cancelled on the day itself, NTT will be entitled to charge 100% of the scheduled hours, with a minimum of 4 hours.

CHAPTER IV: SUPPORT SERVICES

26. Applicability

- 26.1 The provisions of this chapter apply - in addition to the General Provisions - if NTT provides Support Services to You.

27. Scope and performance of Services

- 27.1 Support Services comprise Uptime Services and 10 proactive Support Service features, namely:
- Asset Tracking & Analytics
 - Availability & Capacity Monitoring
 - Third Party Incident Coordination
 - Configuration Archive
 - Proactive Problem Support
 - Technical Account Manager
 - Service Delivery Assurance
 - IT Service Integration
 - MACDs
 - Annual Version Updates
- 27.2 If You purchase several types of Support Services from NTT, NTT will draw up a Statement of Work or Service Level Agreement describing the service provision, including the Services to be provided, Fees, hardware and software overview, Service Level Targets and/or other relevant details required for the service provision.
- 27.3 Upon commencement of the service provision, You will be given a welcome pack, which includes the incident registration procedure, communication and escalation matrix and contact details of NTT. In case of a more extensive or complex service provision, NTT will, in consultation with You, draw up a Service Operations Manual, which sets out the working agreements at an operational level.
- 27.4 Service Level Targets cannot be lowered during the term of an Agreement and/or Order.
- 27.5 Early termination of the Support Services (or part thereof) is only possible in accordance with the provisions of Article 12.

28. Installed base

- 28.1 In order to provide Support Services, NTT must have access to a complete and correct overview of the hardware and software in scope (hereinafter: "Installed Base").
- 28.2 Relevant details with respect to Goods delivered by NTT are gathered and recorded by NTT in the NTT service management application. If any Goods have not been delivered by NTT, NTT will, in consultation with You, determine who gathers the relevant details with respect to the hardware and software in scope.
- 28.3 You are allowed to adjust (or have a third party adjust) the Installed Base at Your own expense only after having consulted NTT. In this case, You must send NTT an adjusted overview containing the relevant changes. You may be charged for breakdowns caused by changes to hardware and/or software based on the Standard Rates and Conditions of Article 25.

29. Your equipment

- 29.1 You guarantee that Your equipment, network or systems linked to the Goods falling under the Agreement and/or Order are technically suitable, are connected and are used in accordance with all instructions and/or safety and security procedures applicable to Your hardware and software.
- 29.2 NTT is not liable for a failure to achieve a Service Level Target or to meet any obligation under a Service Level Agreement or Statement of Work if You are to blame for the shortcoming.
- 29.3 NTT gives no guarantees with respect to interoperability between Goods and Your equipment, network and/or systems.

30. Your obligations

- 30.1 In addition to the general obligations set out in Article 5 of the General Provisions, as well as additional obligations specified in a Statement of Work and/or Service Level Agreement, You must grant NTT Remote Access to Configuration Items which NTT requires in order to provide the Services.
- 30.2 You will conform to the Manufacturer's lifecycle management policy.

31. Conditions of Service

- 31.1 If the Support Services that NTT provides to You include Uptime Services, the following applies:
- In case of an Incident, NTT will provide You with replacement (revised) Hardware of equal quality and functionality. If the quality or functionality of the replacement hardware are not the same as the quality or functionality of the defective hardware, NTT may place back the repaired hardware at a later time during the term of the Agreement and/or Order.
 - Defective hardware and/or software becomes the property of NTT after having been replaced. If You do not return the defective hardware and/or software to NTT within 4 Working Days, NTT will be entitled to charge You for the replacement Goods at the gross price.
 - You are responsible for making and providing operational and current back-ups of the system configuration in time.
- 31.2 If the Support Services that NTT provides to You include MACD Services, this means that NTT will provide flexible services to You and will perform operational management work based on a service points system. Upon termination of the Agreement and/or Order with respect to Support Services other than MACD, Your MACD Agreement and/or Order will end as well. Any remaining service points will expire on the end date of Your MACD Agreement and/or Order.
- 31.3 NTT Support Services may have their own or additional terms and conditions. If applicable, these terms and conditions will be shared with You in a service description. Unless explicitly agreed otherwise, such service descriptions are governed by these General Terms and Conditions.
- 31.4 A Set-up Time of 6 weeks applies to the set-up of Support Services. During this period, Spare Parts will be bought, Remote Access will be set up and Your Installed Base and the applicable Support Services will be recorded in our systems.

CHAPTER V: MANAGED SERVICES

32. Applicability

- 32.1 Specific terms and conditions apply if You purchase NTT Managed Services.

33. Scope and performance of Services

- 33.1 The details with respect to the Services to be provided, applicable terms and conditions and other relevant details are laid down in an Agreement and/or Order. This Agreement and/or Order will also state if and to what extent the General Terms and Conditions apply.
- 33.2 Early termination of the Managed Services (or part thereof) is only possible in accordance with the provisions of Article 12.

34. Conditions of Service

- 31.4 A Set-up Time of 6 weeks applies to the set-up of Managed Services.

CHAPTER VI: ENTERPRISE SERVICES

35. Applicability

- 34.1 Specific terms and conditions apply if You purchase NTT Enterprise Services.

36. Scope and performance of Services

- 35.1 The details with respect to the Services to be provided, applicable terms and conditions and other relevant details are laid down in an Agreement and/or Order. This Agreement and/or Order will also state if and to what extent the General Terms and Conditions apply.
- 35.2 Early termination of the Enterprise Services (or part thereof) is only possible in accordance with the provisions of Article 12.

CHAPTER VII: CLOUD SERVICES

37. Applicability

36.1 NTT's CaaS Terms of Service apply if You purchase NTT Cloud Services. As a result, the General Provisions are no longer applicable.

38. Scope and performance of Services

37.1 The details with respect to the Services to be provided, applicable terms and conditions and other relevant details are laid down in a Cloud Service Order Form.