

## General terms and conditions Sogeti Nederland B.V.

### 1. Applicability

1. These General Terms and Conditions apply to all offers and agreements whereby Sogeti Nederland B.V. (Sogeti), supplies goods and/or services of any nature whatsoever to a client.
2. These General Terms and Conditions are available in both Dutch and English. In the event of conflicts, the Dutch text is binding.
3. Deviations from these General Terms and Conditions may only be made in writing.
4. Any terms and conditions of purchase or other terms and conditions of the client do not apply and are expressly rejected.
5. If any provision of these General Terms and Conditions is void or nullified, the other provisions of these General Terms and Conditions will remain in full force and effect.

### 2. Offers

The offers made by Sogeti are without obligation and are valid for four weeks from the date of offer, unless it is specified otherwise in the offer. The client guarantees the correctness and completeness of the requirements and specifications of the performance and all other data on which Sogeti bases its offer.

### 3. Price and payment

1. All prices and rates include travelling expenses to and from the agreed place of work in the Netherlands, but do not include business trips, value added tax (VAT) or other government levies, unless explicitly agreed otherwise.
2. Unless explicitly agreed otherwise, Sogeti may adjust its rates at the following times:
  - a. Annually as of 1 October;
  - b. in the event that a Sogeti employee involved in the performance of the assignment is promoted;
  - c. At any other time, if in Sogeti's opinion circumstances so dictate, commencing one month after the adjustment has been made known to the client. If the client does not agree to an increase announced by Sogeti, it is entitled to cancel the agreement as of the date of commencement of the announced adjustment within 5 working days of the announcement thereof.
3. Sogeti will invoice each month on the basis of subsequent calculation unless it is agreed otherwise. The payment term is two weeks from the date of invoice. The client is not allowed to set off or suspend any payment.

4. In the event that the client fails to pay the amounts due within the agreed term, the client is in default and will pay the statutory commercial interest, as meant in article 6:120 subsection 2 of the Dutch Civil Code, on the outstanding amount, without any notification of default being required. Should the client then remain in default of payment of the amount due during a period of fourteen (14) days following a notification of default, the client will also be bound to pay all extrajudicial collection costs as well as all legal costs, including those charged by external experts and lawyers.
5. Hours lost caused by failure to take decisions on time and/or provide information on the part or on behalf of the client may be charged to the client.

### 4. Confidential information

1. The parties guarantee that all information of a confidential nature, including offers, received from the other party in relation to the agreement will remain secret and will not be disclosed to third parties. Information will in any event be considered confidential if it is designated as such by one of the parties or if this is reasonably known to the other party.
2. Material provided to Sogeti by the client as part of the performance of the agreement will be immediately returned following a request to this end by the client.
3. Sogeti reserves the right to announce the existence of the agreement and the names of its clients for the purpose of references and for marketing purposes.

### 5. Takeover of personnel

Neither of the parties will employ or solicit employment of employees of the other party who are/have been involved in the performance of the agreement, or have such employees perform work for them in any manner whatsoever, either directly or indirectly, without permission from the other party during the term of the agreement and for a period of one year following termination thereof.

### 6. Intellectual property

1. All intellectual property rights to the software, analyses, designs, documentation, reports and models, developed by Sogeti for the client or made available to the client, are held by Sogeti or its licensors.

2. The client will be granted a perpetual, non-exclusive, non-transferable and unlimited right of use for its organisation, to the software, analyses, designs, documentation, reports and models developed by Sogeti specifically for the client, including the right to make changes or have such made.
3. Sogeti will indemnify the client against all legal claims based on the argument that products developed by Sogeti itself infringe an intellectual or industrial property right valid in the Netherlands, subject to the condition that the client informs Sogeti immediately in writing of the existence and content of the claim and leaves the settlement of the case, including any out-of-court settlements, completely in Sogeti's hands. The client will provide Sogeti with the authorisations, information and cooperation necessary to conduct a defence against such claims, if necessary in the client's name.
4. In the event that it is established as an indisputable fact in court that the products developed by Sogeti infringe any intellectual property right belonging to a third party or if in Sogeti's opinion there is a serious risk of such an infringement occurring, Sogeti will, at its option, take back the goods supplied in return for a credit note for the expenses related to the acquisition costs, with the deduction of reasonable payment for use, or ensure that the client can continue to use the products supplied or functional equivalents thereof without interruption. All other or further liability or obligation to indemnify on the part of Sogeti on the grounds of infringement of the intellectual property rights of third parties is excluded, including liability and obligations to indemnify on the part of Sogeti for infringements caused by the use of the products supplied (i) in a form not modified by Sogeti, (ii) in relation to goods or products not supplied or provided by Sogeti, or (iii) in a manner other than that for which the products were developed or intended.
5. The provisions in article 13 apply without prejudice to the indemnifications referred to in this article 6.

## 7. Third party products

1. If and to the extent that Sogeti supplies, uses or makes third-party products (which term for the purpose of this provision also includes services) available to the client, the terms and conditions of these third parties will apply in relation to these products, replacing the terms stipulated in the agreement and these General Terms and Conditions. The client accepts these third-party terms and conditions. Sogeti will send the client a copy of these on request.
2. If and to the extent that the terms and

conditions of third parties are not applicable in the relationship between the client and Sogeti, on any grounds whatsoever, or are declared inapplicable, the terms stipulated in the agreement and these General Terms and Conditions will apply.

3. Sogeti's liability for third-party products is limited to whatever amount is recovered from the third party or third parties concerned.
4. If Sogeti or the client makes use of open source software, only the licensing terms and conditions that are associated with the open source software in question apply. No agreement arises between Sogeti and the client with regard to the use of the open source software.

## 8. Retention of title

1. Without prejudice to the stipulations of article 6 of these terms and conditions, all goods supplied by Sogeti to the client (items and rights) remain the property of Sogeti until the client has fulfilled in full all of its obligations ensuing from the agreement and all claims by Sogeti on the grounds of non-fulfilment of the agreement on the part of the client.
2. The client may only make use of the tools used by Sogeti if such use is provided for in an agreement or written permission has been granted. The property rights in such cases will at all times remain with Sogeti.

## 9. Cooperation by the client

1. The client will provide to Sogeti in time all data and information useful and necessary for the satisfactory performance of the agreement and will cooperate with Sogeti in as far as reasonably required for the performance of the agreement. The parties will keep one another informed of organisational and personnel developments and/or changes in the area of information technology within their organisations that may be of significance for the performance of the agreement.
2. If it is agreed that the work is to be performed entirely or in part at a location other than one of Sogeti's branches, the client undertakes to ensure satisfactory accommodation and make the resources available to Sogeti's or its subcontractor's employee(s) in order to enable them to perform the work efficiently.
3. The client will indemnify Sogeti against claims by third parties, including employees of Sogeti, who incur losses in relation to the implementation of the agreement resulting from actions or failure to act on the part of the client or unsafe situations occurring within the client's organisation.
4. The client fulfils and will continue to fulfil his

obligations arising from existing regulations with regard to the protection of the privacy of persons, particularly the obligations arising from the Dutch Data Protection Act. The client indemnifies Sogeti against all claims by third parties in respect of damage which these third parties claim to have sustained as a result of a failure to fulfil obligations arising from the Dutch Data Protection Act.

5. The client is responsible for the use and application within its organisation of the software and other services and products provided by Sogeti, as well as for inspection and security procedures and satisfactory system management.

### 10. Delivery periods

All delivery periods quoted by Sogeti are targets, determined on the basis of information known at the time the agreement was entered into. These targets will be observed as far as possible.

The mere exceeding of such a period does not represent default on the part of Sogeti. In the event that there is a risk of any period being exceeded, Sogeti and the client will consult with one another at the earliest opportunity. Sogeti may never be held responsible in the case of delays caused by hours lost as referred to in article 3.5 or other causes attributable to the client.

### 11. Consultancy

If Sogeti's work consists (in part) of providing consultancy to the client, Sogeti will advise the client to the best of its ability. Advice from Sogeti will comply with the quality requirements commonly expected of an expert information technology company. Sogeti does not however guarantee that implementation by the client of the advice given will lead to the desired result and is not liable for losses that may ensue or partly ensue from implementation of advice it has provided.

### 12. Termination

1. If the parties have entered into an agreement for an indefinite period without agreeing on the options for cancellation, the parties are entitled to cancel the agreement in question with the observance of a notice period of three months. Cancellation will take place by means of a registered letter stating the grounds for cancellation.
2. Agreements entered into for a fixed term cannot be terminated prematurely.
3. Each of the parties is authorised to dissolve an agreement if the other party fails imputably to fulfil its obligations ensuing from the agreement, but no earlier than following written

notification of default whereby the other party is given a reasonable term within which to remedy this failure.

4. Dissolution will take place by registered post.
5. If at the moment an agreement is dissolved as referred to in Article 12.3 the client has already received performances as part of the implementation of the agreement, these performances and the associated payment obligations will not be subject to undoing, unless Sogeti is in default in relation to these performances. Amounts invoiced by Sogeti prior to dissolution in relation to that which it has already performed or supplied as part of the implementation of the agreement will remain due in full, with the observance of that stated in the previous sentence, and become payable in full immediately upon dissolution.
6. The parties may dissolve the agreement with immediate effect by means of a written statement in the following cases:
  - a. The other party applies for bankruptcy/liquidation or is declared bankrupt/put into liquidation;
  - b. The other party has applied for a moratorium or a moratorium has been granted to the other party;
  - c. The other party's business is wound up or otherwise ceases operating in fact, other than for reconstruction or a merger;
  - d. Actions or behaviour on the part of the other party, or actual circumstances concerning the other party, give good grounds to fear that the other party will fail to fulfil its obligations;
  - e. The tax authorities exercise their rights from the Tax Collection Act in relation to the client.

In the above cases, Sogeti's claims are due immediately. Dissolution on the grounds of subsection a up to e of this stipulation does not entitle the other party to compensation.
7. Termination or dissolution of the agreement does not discharge the parties from those obligations ensuing therefrom, which by their nature continue, such as – but not limited to – those stipulated in relation to: confidentiality, liability, intellectual property rights, applicable law and the competent court, and – in as far as applicable – rights of use.

### 13. Liability

1. Sogeti's total liability under any agreement is limited to compensation for direct losses up to a maximum of the amount of the fee stipulated in the agreement in question for the work to be performed by Sogeti (excluding turnover tax). If the agreement is principally a continuing performance contract with a term in excess of one year, the maximum liability per year is equal to the sum of the fees (excluding turnover

tax) for the work to be performed by Sogeti stipulated for one year. Under no circumstances will the total compensation for direct losses exceed EUR 500,000.

2. Sogeti's total liability for loss through death or physical injury is limited to EUR 1,250,000 per event, whereby a series of related events is seen as a single event.
3. Sogeti is not liable for indirect losses, including consequential losses, loss of profits, missed savings and losses through stagnation of business.
4. The condition for an event giving rise to any claim for damages is that the client must always report the damage to Sogeti in writing as soon as possible, but not exceeding 12 months, after the event occurs.
5. The client indemnifies Sogeti in respect of all claims by third parties in relation to product liability due to a fault in a product or system that was supplied by the client to a third party and that partly consisted of products supplied by Sogeti except if and insofar as the client proves that the damage has been caused by those products.

#### **14. Force majeure**

1. In the event of force majeure, the obligations on the part of the party experiencing force majeure will be suspended in full or in part, without the parties being liable to pay any compensation to one another in this respect.
2. If the force majeure continues for a period in excess of ninety days or it is ascertained that further fulfilment will continue to be impossible, each of the parties is entitled to dissolve the agreement by means of registered post without the parties being liable to pay compensation to one another. The performances completed at the moment the force majeure commenced will be settled proportionately.

#### **15. Applicable law and disputes**

1. The agreement is subject to the law of the Netherlands. The applicability of the Vienna Sales Convention of 1980 is excluded. To the extent legally possible, chapter 7:1 of the Dutch Civil Code is excluded with respect to software.
2. All disputes between Sogeti and the client concerning the agreement will be handled in accordance with the mediation regulation of the Dutch Mediation Institute ("Nederlands Mediation Instituut" or "NMI") under the supervision of an NMI register mediator.

If no settlement has been achieved in the manner described above in relation to a dispute within 60 days of the dispute being made known by either party to the other party, each of the parties is entitled to submit the dispute to the competent court in Amsterdam.

The foregoing is without prejudice to the parties' right in urgent cases to request a ruling in interim injunction proceedings from the competent court in Amsterdam.