SUE

SUE B.V.

General Supply Terms and Conditions

Date: January 2025
Version: 1.0

Foreword

These are the General Terms and Conditions of SUE B.V., SUE Academy B.V., SUE Capacity B.V., and SUE Consultancy B.V., with registered offices at De Ooyen 9, 4191 PB in Geldermalsen (hereinafter referred to both jointly and individually as "SUE"). These general supply terms and conditions govern the legal relationship between SUE and its clients.

The General Terms and Conditions are divided into several modules, which are tailored to SUE's broad range of services. Module A applies to all offers, quotations and agreements between the Parties relating to the provision of services by SUE, regardless of the type(s) of service. Modules B to F inclusive apply depending on the type of service being provided. To the extent that the service involves processing of personal data as referred to in the General Data Protection Regulation, the provisions of Module G apply.

Details of SUE

Naam	KvK-nummer	BTW-nummer	IBAN
SUE B.V.	17101631	(NL)(0)8103.07.625.B01	NL27ABNA0458297623
SUE Academy B.V.	58253378	(NL)(0)8529.47.884.B01	NL47ABNA0491149611
SUE Capacity B.V.	30165494	(NL)(0)8094.65.541.B01	NL02ABNA0458297976
SUE Consultancy B.V.	58253149	(NL)(0)8529.47.732.B01	NL73ABNA0491021879

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Module A: General

Clause A.1. Definitions

The terms written with initial capital letters in these General Terms and Conditions have the following meanings, both in plural and singular.

A.1.1.   **General Terms and Conditions:** these terms and conditions, which are an integral part of the Agreement.

A.1.2.   **GDPR:** Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

A.1.3.   **Services**: the services to be provided by SUE under the Agreement.

A.1.4.   **Deliverables:** all websites, web applications, software, data, documentation, concepts, texts, images, opinions, advice, reports and other works, functionalities or products of the mind, in the broadest sense, that SUE develops or otherwise creates under the Agreement, including any results of Professional Services and other contract extras.

A.1.5.   **End User:** the natural person using the Service provided by SUE for the benefit of the Customer.

A.1.6.   **Goods:** the moveable goods to be delivered by SUE under the Agreement.

A.1.7.   **Implementation and Integration:** the integration, implementation and adjustments required for the technical functioning of the Services in the Customer's (digital) environment, and/or the installation and configuration required to make full use of the Services and Deliverables.

A.1.8.   **Intellectual Property Rights:** rights (of intellectual property) including but not limited to copyrights, database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights, as well as rights to know-how.

A.1.9.   **Office Hours:** the hours from 8.30am to 5pm (Dutch time) on working days (Mondays to Fridays), with the exception of official Dutch public holidays and days SUE has previously indicated that it is closed.

A.1.10.   **Customer:** the natural person or legal entity acting in the exercise of a profession or business that enters into an Agreement with SUE.

A.1.11.   **Customer Data:** any data stored by the Customer using the Services, or otherwise made available to SUE by the Customer under the Agreement.

A.1.12.   **Materials:** all websites, (web) applications, house styles, logos, folders, brochures, leaflets, lettering, advertisements, marketing and/or communication plans, concepts, images, texts, sketches, documentation, advice, reports and (other) products of the mind, as well as preparatory

materials for same and the data carriers on which these materials are stored.

A.1.13.   **Quotation:** a Written offer from SUE.

A.1.14.   **Agreement:** the Agreement between SUE and the Customer under which SUE will provide the Service to the Customer and of which the General Terms and Conditions form an inseparable part.

A.1.15.   **Party(ies):** SUE and the Customer together or separately.

A.1.16.   **Professional Services:** Services related to the development of Deliverables, consulting services, managed services and other contract extras and additional work not explicitly named in these General Terms and Conditions.

A.1.17.   **SaaS Software:** the standard software solution of SUE and/or its suppliers, which the Customer purchases from SUE under the Agreement.

A.1.18.   **Written or In Writing:** in these General Terms and Conditions, Written or In Writing includes communications by e-mail, provided that the identity of the sender and integrity of the content have been sufficiently established.

A.1.19.   **SLA:** the Service Level Agreement. A document designated as such regarding the quality of the Services, in which specific agreements are made about, inter alia, availability, response times, maintenance, etc.

A.1.20.   **Software:** SaaS Software and/or Third-Party Software.

A.1.21.   **Third-Party Software:** standard software solutions and related third-party services (for example, the services required to offer the relevant software solution as "software-as-a-service"), which SUE arranges under the Agreement through agency for the Customer to use under the applicable terms and conditions, or for which the Customer already has an agreement with the relevant third party, and on which SUE's Services are dependent.

A.1.22.   **Data Processing Agreement:** the agreement entered into between the Parties when SUE processes personal data on behalf of the Customer when delivering the Services.

Clause A.2.   Applicability

A.2.1.   This document sets out SUE's General Terms and Conditions and applies to, and forms an integral part of, all offers and (future) Agreements under which SUE supplies Goods and/or Services of any nature and under any name whatsoever to the Customer.

A.2.2.   If the Customer – only with SUE's prior consent – (re)delivers Services to third parties and acts as an intermediary, the Customer acknowledges that SUE's General Terms and Conditions are and will continue to be fully applicable to the Services. The Customer remains at all times responsible

for compliance with the General Terms and Conditions by these third parties. In the event that a third party breaches the General Terms and Conditions, the Customer will be liable for all damage and costs arising from such breach, regardless of the cause or degree of fault.

A.2.3. Derogations from and additions to the General Terms and Conditions will only apply if they have been agreed In Writing between the Parties.

A.2.4. Any applicability of the Customer's purchasing or other terms and conditions is expressly excluded.

A.2.5. If and to the extent that SUE makes Goods or Services of third parties available to the Customer or provides access to them, the (licensing or sales) conditions of such third parties will apply to the relationship between SUE and the Customer in respect of those Goods or Services, to the exclusion of any provisions in the General Terms and Conditions deviating therefrom.

A.2.6. If and to the extent that such third-party terms and conditions are found to be inapplicable or declared inapplicable for any reason as between the Customer and SUE, the General Terms and Conditions will apply in full.

A.2.7. If any of the provisions in these General Terms and Conditions are null and void or nullified, the remaining provisions of these General Terms and Conditions will remain in full force and effect. SUE and the Customer will in that case enter into consultations, with the aim of agreeing new provisions to replace the void or nullified provisions and approximating those provisions as closely as possible.

A.2.8. SUE's records will take precedence, subject to any evidence to the contrary from the Customer.

A.2.9. If a specific module in the General Terms and Conditions applies, it will prevail over Module A General. Insofar as Module A General does not conflict with the applicable provisions of a specific module, Module A General will also always apply.

A.2.10. In the event of any conflict between the various documents, the following order of precedence applies:
a. any additional Written and signed agreements between the Parties, including but not limited to the Statement of Work;
b. the Agreement;
c. the Data Processing Agreement (Module G);
d. the SLA, if applicable;
e. these General Terms and Conditions.

Clause A.3.   Conclusion of the Agreement

A.3.1.   Any Quotation or other offer made by SUE is without obligation and is valid for a period of thirty (30) days. SUE will not be obliged to agree to an acceptance after expiry of this period, but if it does so, the Quotation or offer will be deemed to have been accepted after all.

A.3.2.   SUE will only be bound by an acceptance made by a potential Customer that deviates from SUE's offer (whether or not on minor points) if SUE expressly accepts such deviating acceptance In Writing.

A.3.3.   The Agreement will come into existence upon:
Clause a.   the signing of the Quotation by the Parties;
Clause b.   the signing of the Quotation by the Customer;
Clause c.   the digital signing of the Quotation by the Customer;
Clause d.   the Customer's Written acceptance of the Quotation or other offer from SUE.

A.3.4.   If the Customer does not expressly indicate its acceptance of the Quotation or offer, but nevertheless agrees to SUE performing work or delivering Goods that fall within the description of the Quotation or offer, or conveys that impression, then the Quotation or offer will be considered to have been accepted. This also applies when the Customer requests SUE to perform certain work or deliver Goods without waiting for a Quotation.

A.3.5.   If a Quotation is based on incorrect data or information provided by the Customer, SUE is entitled to adjust the Quotation or already concluded Agreement accordingly or to terminate or dissolve it.

A.3.6.   The applicability of Sections 227b(1) and 227c of Book 6 of the Dutch Civil Code is excluded.

Clause A.4.   Execution of Services

A.4.1.   Once the Agreement has been entered into, SUE will endeavour to start performing the Agreement as soon as possible, with due care and skill.

A.4.2.   SUE will always deliver the Services on a best-effort basis, unless SUE has expressly committed in the Agreement to deliver a particular result or guarantee.

A.4.3.   Services may be intended for use by the Customer in conjunction with Third-Party Software. In such cases, the Customer is responsible for obtaining an adequate licence to use Third-Party Software. The Customer acknowledges that if it does not have access to Third-Party Software and/or if SUE does not facilitate the required access and/or links to its Third-Party Software environment, the Services may not be delivered or may not be delivered in full.

A.4.4.	Deadlines (for delivery) specified by SUE are indicative and do not constitute strict deadlines.
A.4.5.	In all cases - i.e. also if the Parties agreed on a specific deadline (for delivery) or date (for completion) - SUE will not be in default for time overruns until after the Customer has given it notice of default In Writing, allowing SUE a reasonable period in which to remedy its failure (to perform what has been agreed) and such reasonable period has expired. The notice of default must contain as complete and detailed a description of the failure as possible, so that SUE is given an opportunity to respond adequately.
A.4.6.	SUE will not be bound by any date (for completion) or deadline (for delivery), specified or otherwise, if the Parties agreed on a change in the content or scope of the Agreement or a change in the approach to performance of the Agreement, or if the Customer fails to perform its obligations under the Agreement or fails to do so in a timely fashion or in full. The fact of any contract extras or the demand for these arising during performance of the Agreement will never be grounds for the Customer to terminate or dissolve the Agreement.
A.4.7.	The Customer will provide SUE with all support necessary and desirable to enable proper and timely delivery of the Services. In all cases, the Customer will provide SUE with:

Clause a. all data and other information which SUE indicates is necessary or which the Customer should reasonably understand is necessary for the performance of the Agreement; and

Clause b. access to all places, services and accounts under its control (such as server rooms and web hosting accounts) if and to the extent necessary for the performance of the Agreement.

A.4.8.	If the Customer allows employees or third parties to use the Services, such use will be regarded as use by the Customer for the purpose of determining the Customer's obligations. The Customer warrants that the same obligations will be imposed upon these natural persons and legal entities as are imposed upon the Customer, and the Customer is fully liable to SUE for their conduct.
A.4.9.	SUE is entitled to engage third parties for the purpose of performing the Agreement. Any related costs will be borne by the Customer only if agreed in advance. SUE will not be liable in any way for any third parties or auxiliary persons engaged and the Customer will indemnify and hold SUE harmless in the event of any claim related to damage caused by such third parties.
A.4.10.	If SUE's employees or third parties engaged by SUE perform work at the Customer's office or at a location designated by the Customer, the

Customer will provide all reasonable support and facilities necessary for this purpose at no cost.

A.4.11.   The workspace and facilities will meet all legal requirements. The Customer will indemnify SUE against any claims by third parties, including SUE's employees, for damage sustained by them in connection with the performance of the Agreement resulting from acts or omissions by the Customer or unsafe situations within its organisation. The Customer will communicate the house, information and security rules applicable within its organisation to SUE before commencement of the work.

A.4.12.   If the Agreement includes performance of a particular job and the job was granted with a view to its being carried out by a specific person, SUE may also have the job carried out by another person under its responsibility.

Clause A.5.   Prices

A.5.1.   Prices are exclusive of sales tax (VAT) and other government levies.

A.5.2.   The Customer cannot derive any rights or expectations from any preliminary calculation or estimate issued by SUE.

A.5.3.   All prices in any offer or Quotation and on SUE's website may be subject to programming or typing errors. In the event of any inconsistency between the website and the Agreement, the Agreement will prevail at all times.

A.5.4.   SUE is entitled to increase the prices specified in this Agreement at any time. SUE will so notify the Customer at least two months in advance. The Customer will have the right to terminate the Agreement in the event of a price increase, subject to one month's notice.

A.5.5.   SUE is entitled to index the prices specified in this Agreement annually, during the month of January, using the services price index for the most recent reference year published by Statistics Netherlands (CBS), without the Customer having the option to terminate the Agreement as long as the prices do not increase by more than 5% per year.

A.5.6.   SUE may also increase its prices at any time if there is any increase in the rates charged by its suppliers (including suppliers of Third-Party Software for which SUE invoices the Customer) for, for example, power, data centre, software or (public) cloud solutions. This is without the option for the Customer to terminate the Agreement.

A.5.7.   The previous two paragraphs of this clause constitute an exception to the Customer's right to terminate the Agreement in the event of a price increase. If SUE wishes to reduce the applicable prices and rates, SUE may implement this reduction immediately, without the Customer having the option to terminate.

| A.5.8. | Additional or unforeseen work resulting from incomplete documentation, incomplete access, non-compliance with applicable requirements and/or delayed deliveries of hardware or software may lead to additional costs. The parties will consult on this in a timely manner. |
| A.5.9. | For travel expenses on behalf of the Customer, other than commuting, a kilometre allowance of EUR 0.50 excluding VAT applies. |

Clause A.6.   Payment terms

A.6.1.	Unless otherwise agreed with respect to a specific Service, SUE has the right to invoice for the Services electronically and in advance. Where such is the case at the start of the Services, SUE has the right not to deliver the Services until the first invoice is paid.
A.6.2.	SUE will send an invoice to the Customer for the amount owed by the Customer. SUE is entitled to invoice in parts, monthly or per phase.
A.6.3.	The payment period for invoices is seven (7) days from the invoice date, unless a longer payment period is specified on the invoice. If the Customer fails to pay on time, the Customer will be in default by operation of law as of seven (7) days after the invoice date without any notice of default being required. If a due amount is not paid within the payment period, interest will be payable on the outstanding invoice amount at the statutory commercial rate.
A.6.4.	In the event of late payment, in addition to the amount due and the commercial interest accrued thereon, the Customer will be liable for both extrajudicial and judicial collection costs, including the costs of attorneys, lawyers, bailiffs and collection agencies. This will not affect SUE's other legal and contractual rights.
A.6.5.	SUE will have the right to suspend use of the Services, temporarily or otherwise, if:

Clause a.   the Customer withdraws the direct debit authorisation it has provided;

Clause b.   the Customer repeatedly fails to pay invoices submitted by SUE in a timely fashion;

Clause c.   there is any deterioration in the Customer's solvency that gives reasonable cause to doubt the Customer's ability to pay and its creditworthiness;

Clause d.   any misuse or improper use has been detected.

| A.6.6. | The Customer will continue to owe any periodic amounts due during a suspension. |
| A.6.7. | The Customer will not be entitled to suspend any payment or to set off any amounts due. |

A.6.8.   SUE will be entitled to set off any amounts it owes the Customer against any amounts that the Customer owes SUE on any basis whatsoever.

Clause A.7.   Usage rules

A.7.1.   The Customer and End Users must not use the Services or any material or Deliverable provided to them in the course of using the Services for any purpose that:

Clause a.   is defamatory, libellous, offensive, racist or discriminatory, or incites hatred;

Clause b.   infringes third-party rights, in any case including but not limited to Intellectual Property Rights;

Clause c.   infringes the privacy of third parties, in any case including but not limited to disseminating personal data of third parties without consent or necessity, or repeatedly harassing third parties by sending them unsolicited messages;

Clause d.   relates to publishing hyperlinks or torrents or contains similar information that the Customer knows or should know refers to material that infringes third-party rights; or

Clause e.   is otherwise prohibited or contrary to law, or causes damage or injury to any person or property.

A.7.2.   The Customer and End Users will refrain from hindering other customers or Internet users or causing damage to the Services. The Customer and End Users are prohibited from initiating processes or programs through the Services or otherwise that the Customer or End User knows or may reasonably suspect will hinder or damage SUE, other customers or Internet users.

A.7.3.   The Customer is responsible for the activities of anyone to whom the Customer provides access to the Services. The Customer is responsible for compliance by its End Users with the terms of the Agreement regarding the use of the Services. The Customer will make every effort to prevent unauthorised access to or use of the Software and, in the event of such unauthorised access or use, will notify SUE immediately. Any damage caused by an End User will be recovered from the Customer.

A.7.4.   If, in SUE's opinion, any hindrance, damage or other danger arises threatening the functioning of the computer systems or network of SUE or third parties and/or the provision of services via the Internet, in particular due to excessive sending of e-mails or other data, (distributed) denial-of-service attacks, poorly secured systems or activities of viruses, Trojans and similar software, SUE will be entitled to take all measures it reasonably deems necessary to avert or prevent such danger. SUE may

recover the reasonably necessary costs associated with these measures from the Customer.

A.7.5.   Without liability or prejudice to its other rights against the Customer, SUE reserves the right, but is not obliged, to (temporarily) prevent the Customer and its End Users from accessing the Services if the Customer or its End Users violate the provisions of this clause.

Clause A.8.   Confidentiality

A.8.1.   The Parties will keep confidential any information that they provide to each other before, during or after performance of the Agreement if such information is marked as confidential or if the receiving Party knows or should reasonably suspect that the information was intended to be confidential.

A.8.2.   The substance of the Agreement is in any case confidential information.

A.8.3.   The receiving Party must ensure that confidential information receives the same level of protection against unauthorised access or use as its own confidential information, but at least a reasonable level of protection.

A.8.4.   The Party receiving confidential data will use it only for the purpose for which it was provided.

A.8.5.   The Parties will also impose the foregoing obligation on their employees as well as auxiliary persons and/or third parties engaged by them for the performance of the Agreement.

A.8.6.   If either Party receives an order from a competent authority to disclose confidential information, it is authorised to do so. However, it will be obliged to inform the other Party about the order as soon as possible, unless the order or the law specifically prohibits this. If either Party takes any action (such as filing summary proceedings) against the order, the other Party will wait to disclose until such action has been decided upon, in so far as the law so permits.

A.8.7.   The duty to keep confidential information confidential lapses if the Parties can prove that such information:

Clause a.   is available from public sources, such as newspapers, patent databases, freely available software (such as open source) or publicly accessible websites or services (such as Facebook or LinkedIn);

Clause b.   was already in the Party's possession before the date of disclosure;

Clause c.   can be obtained from a third party without the third party breaching any duty of confidentiality towards the Parties by such disclosure; or

Clause d.   was developed independently and without the use of information from the Parties.

A.8.8.   Information will not lose its confidential nature when parts of it are available.

Clause A.9.   Data processing

A.9.1.   Where SUE processes personal data on behalf of the Customer, both the Customer and SUE are subject to the GDPR. If the Customer can be considered to be a controller with respect to such personal data, SUE will be considered a processor within the meaning of Article 4.8 GDPR. If the Customer can be considered to be a processor with respect to such personal data, SUE will be considered to be a subprocessor.

A.9.2.   If there is any processing of personal data as referred to in the previous paragraph, Module G of the General Terms and Conditions will apply.

A.9.3.   If SUE considers this to be relevant for the performance of the Agreement, the Customer will, if so requested, inform SUE In Writing of how the Customer is implementing its obligations under the GDPR.

A.9.4.   The Customer will indemnify SUE against any claims by persons whose personal data has been or is being processed and for which the Customer is legally responsible.

A.9.5.   Responsibility for the data, processed by the Customer using a SUE service, lies with the Customer. The Customer warrants to SUE that the content, use and/or processing of such data will not be unlawful and will not infringe any right of a third party. The Customer will indemnify SUE against any legal claims by a third party on any basis whatsoever in connection with such data or the performance of the Agreement.

A.9.6.   If SUE carries out any work in relation to data of the Customer, its employees or users pursuant to a request or an order lawfully issued by a public authority or in connection with a legal obligation, all associated costs may be charged to the Customer.

Clause A.10.   Security

A.10.1.   If SUE is obliged under the Agreement to provide some form of information security, such security must comply with the specifications on security agreed between the Parties In Writing. SUE does not warrant the effectiveness of information security in all circumstances.

A.10.2.   In the absence of an expressly defined method of security in the Agreement, SUE's security will comply with a level that is not unreasonable given the state of the art, the costs of implementation, the nature, scope

and context of the information to be secured as known to SUE, the purposes and normal use of its Goods and Services and the likelihood and severity of foreseeable risks.

A.10.3.   Any access or identification codes, certificates or other security devices provided to the Customer by or on behalf of SUE are confidential and will only be disclosed to authorised personnel of the Customer. SUE is entitled to change assigned access or identification codes and certificates. The Customer is responsible for managing authorisations and providing and promptly revoking access and identification codes.

A.10.4.   If the security or testing thereof relates to software, hardware or infrastructure not supplied to the Customer by SUE itself, the Customer warrants that all necessary licences or approvals have been obtained to perform said service. SUE will not be liable for any damage arising in connection with the performance of this service. The Customer will indemnify SUE against any legal claims on any basis whatsoever, in connection with the performance of this service.

A.10.5.   The Customer will adequately secure its systems and infrastructure and keep them adequately secured.

A.10.6.   SUE may issue instructions to the Customer regarding security. If the Customer fails to comply with such instructions from SUE or any relevant governmental body or fails to do so in a timely manner, SUE will not be liable and the Customer will indemnify SUE for any resulting damage.

A.10.7.   SUE is always permitted to provide for protection of works to which the Customer has been given access. The Customer must not remove or circumvent such protection or allow others to do so.

A.10.8.   SUE will not be liable for any damage or costs resulting from the use or misuse of access or identification codes, certificates or other security devices.

Clause A.11.   Retention of title and suspension

A.11.1.   All Goods delivered to the Customer will remain the property of SUE until all amounts owed by the Customer to SUE under the Agreement between the Parties have been paid to SUE in full.

A.11.2.   Where applicable, rights will be granted or transferred to the Customer on condition that the Customer has paid all amounts due under the Agreement.

A.11.3.   If the Customer fails to perform any of its obligations under the Agreement, SUE may suspend performance of all Agreements concluded with the Customer without any notice of default or court order being required and

without this affecting SUE's right to compensation for any damage, lost profits, and interest.

Clause A.12.   Risk transfer

A.12.1.   The risk of loss, theft, misappropriation or damage to property, data (including, but not limited to: user names, codes and passwords), documents, software or data files that are produced for, delivered to or used by the Customer as part of the performance of the Agreement will pass to the Customer when they are placed within the actual control of the Customer or any person designated by the Customer.

Clause A.13.   Solicitation ban

A.13.1.   During the term of the Agreement, as well as for a period of one (1) year after termination of the Agreement, regardless of the reason for such termination, the Customer is prohibited from actively recruiting the staff members and/or auxiliary persons engaged or to be engaged by SUE for the performance of the Agreement with a view to offering them an employment contract without SUE's written consent, such on pain of an immediately payable penalty of twenty-five thousand euros (EUR 25,000) per violation, plus a penalty of five hundred euros (EUR 500) per day, or part of a day, for each day that the violation of the provision of this paragraph continues, without prejudice to SUE's right to claim full compensation for the damage it has suffered.

A.13.2.   If, for any reason, the prohibition mentioned in the preceding paragraph does not apply or is found to be invalid and the Customer enters into an employment relationship with an employee of SUE within one (1) year of the termination of such prohibition, the Customer will be required to pay reasonable compensation to SUE. This compensation will cover the costs incurred by SUE for the deployment, recruitment and supervision/training of the employee in question.

A.13.3.   The amount of reasonable compensation will be assessed on a case-by-case basis and set out in the Agreement, taking into account factors such as the length of employment, recruitment and training costs incurred by SUE, loss of sales and other relevant cost items. If the reasonable compensation is not explicitly stipulated in the Agreement, a lump sum of seventy-five thousand euros (EUR 75,000) will be considered reasonable compensation, based on the average costs incurred by SUE for the purpose of the cost items mentioned in this paragraph.

A.13.4. For the purposes of this clause, an employment relationship is deemed to exist when the Customer enters into an employment contract with SUE's employee or when SUE's employee otherwise begins working for the Customer either directly or indirectly.

Clause A.14. Intellectual property

A.14.1. All Intellectual Property Rights in the Services, the SaaS Software, the Deliverable(s) and other materials developed and/or made available by SUE under the Agreement are owned by SUE or its licensors. The Customer will only acquire the rights of use expressly granted under the General Terms and Conditions and the Agreement and by mandatory law. Any right of use granted to the Customer will be non-exclusive, non-transferable, non-pledgeable and non-sublicensable.

A.14.2. If, in the context of providing (i) Professional Services or (ii) contract extras as referred to in Clause A.20, SUE develops Deliverables and delivers them to the Customer, SUE and its suppliers will retain the Intellectual Property Rights in the Deliverables, unless the Agreement expressly provides that such Intellectual Property Rights are to be transferred to the Customer by means of a signed document, which document will apply only to the Deliverables expressly referred to in that relevant part of the Agreement.

A.14.3. If SUE wishes to transfer an Intellectual Property Right to a Customer, any such obligation can only be entered into specifically and In Writing. If the Parties agree In Writing that an Intellectual Property Right in any Deliverables developed specifically for the Customer is to pass to the Customer, this will not affect SUE's right to use and/or exploit the components, designs, algorithms, documentation, works, protocols, standards and similar underlying that development for other purposes without any restriction, either for itself or for third parties. SUE will also have the right to use and/or exploit the general principles, ideas and programming languages used to create or underlying the development of any work for other purposes without any restriction, either for itself or for third parties. Nor will the transfer of any Intellectual Property Right affect SUE's right to create developments for itself or any third party that are similar to or derived from those created or to be created for the Customer.

A.14.4. The Intellectual Property Rights relating to open source software used by SUE are owned by the relevant developer of such software or other proprietor. Those rights cannot be transferred to the Customer. Open source software is provided "as is" without any warranty in terms of its operation, further development or maintenance. The Customer is also solely responsible for compliance with the open source licences and will

indemnify SUE against any third-party claims regarding compliance with those licences.

A.14.5. The Customer must not remove or alter (or cause to be removed or altered) any indication(s) concerning the confidential nature or any Intellectual Property Right from the Deliverables.

A.14.6. The Customer warrants that no rights of third parties oppose the provision to SUE of Deliverables for the purpose of use, maintenance, editing, installation or integration, including having the appropriate licences. The Customer will indemnify SUE against any claim by a third party alleging that such provision, use, maintenance, editing, installation or integration infringes any right of such third party.

A.14.7. SUE is entitled to secure its Deliverables through technical measures. The Customer is not allowed to circumvent or remove those security measures, except in cases where this is permitted by mandatory law.

A.14.8. SUE is entitled to use the Customer's image, logo or name in its external communications.

Clause A.15.   Ownership of Customer Data

A.15.1. Customer Data that the Customer stores or processes through the Services is and will remain the property of the Customer (or its End Users). Control of Customer Data thus remains with the Customer (or its End Users) at all times. SUE will have a limited right to use Customer Data for the purpose of delivering the Services, including future aspects thereof.

A.15.2. If the Customer sends information to SUE, for example feedback on an error or a suggestion for improvement, the Customer grants SUE an unlimited and perpetual right to use this information for the Services. The foregoing does not apply to information which SUE specifically marks as confidential.

A.15.3. The Customer itself is responsible for loading all Customer Data into the Services. SUE will not be liable for any inaccuracies after loading or when synchronising Customer Data, unless the situation involves an intentional act or omission or deliberate recklessness.

A.15.4. SUE is entitled to use Customer Data for the purpose of statistical analysis and/or benchmarking provided that the data has been anonymised.

Clause A.16.   Term and termination of the Agreement

A.16.1. The term of the Agreement will be specified in the Agreement. If no term is specified, a perpetual agreement will be concluded for a period of twelve (12) months and will then be tacitly renewed each time for the same term.

	Such perpetual agreement may be terminated In Writing as of the end of each such term, subject to a notice period of six (6) calendar months.
A.16.2.	A one-off Agreement will run for the duration of completion of the Agreement.
A.16.3.	An Agreement cannot be terminated prematurely, unless otherwise provided in the Agreement.
A.16.4.	Either Party will only be entitled to dissolve the Agreement on account of an attributable failure to perform the Agreement if the other Party fails to perform material obligations under the Agreement, in all cases after giving a Written notice of default that is as detailed as possible and allows a reasonable period in which to remedy the failure.
A.16.5.	If, at the time of dissolution, the Customer has already received any Deliverables under the Agreement, such Deliverables and related payment obligations cannot be undone. Any sums invoiced by SUE prior to dissolution for Goods or Services properly delivered or performed will remain due and will become immediately payable on demand as a result of the dissolution.
A.16.6.	SUE is authorised to terminate or suspend all or any part of the Agreement with immediate effect, without court order, In Writing and without any obligation to pay damages or compensation, if:

Clause a. due to any delay on the part of the Customer, SUE can no longer be required to perform the Agreement under the originally agreed terms;

Clause b. the Customer dies, applies for a suspension of payments or files for bankruptcy;

Clause c. the Customer's bankruptcy is granted;

Clause d. the Customer's operations are shut down or liquidated;

Clause e. any asset of the Customer is seized;

Clause f. decisive control of the Customer's business changes directly or indirectly;

Clause g. circumstances arise which are of such a nature that performance of the Agreement becomes impossible or SUE cannot reasonably be required to continue the Agreement unchanged.

| A.16.7. | SUE will in no event be obliged to refund any monies already received or to pay any damages on account of any termination as referred to in the previous paragraph. In the event that the Customer has gone into irrevocable bankruptcy, its right to use the Deliverables etc. made available and its right to access and/or use SUE's Services will terminate without any action being required on the part of SUE. |

Clause A.17.   Exit

A.17.1.   In the event of a legally valid termination of the Agreement, and at the request of the Customer, whose request must be made before or at the time of termination, SUE will endeavour to lend its cooperation in any transfer of Customer Data to another service provider in accordance with the Agreement. The foregoing is at all times limited to the options as offered by SUE.

A.17.2.   For its cooperation as referred to in the previous paragraph, SUE will charge its hourly rate applicable to the Customer at that time. All other costs associated with the transfer to another service provider will also be payable by the Customer.

A.17.3.   SUE has the right to delete all Customer Data and associated environments after the copy as described above has been delivered to the Customer and the Customer has acknowledged receipt thereof. If the Customer does not make a request as referred to in this clause, SUE has the right to delete the Customer Data and associated environments on the date the Agreement ends.

Clause A.18.   SUE's liability

A.18.1.   SUE's total liability on any legal basis whatsoever, expressly including any failure to comply with a guarantee or indemnity obligation agreed with the Customer, will be limited to compensation for damage as elaborated in this clause.

A.18.2.   SUE will only be liable to the Customer for any direct damage resulting from an attributable failure to perform this Agreement, or resulting from a wrongful act or otherwise. Direct damage means exclusively damage consisting of:

Clause a.   damage directly caused to tangible property ("property damage");

Clause b.   costs for terminating and mitigating a data breach;

Clause c.   reasonable and demonstrable costs incurred by the Customer in demanding that SUE perform the Agreement properly;

Clause d.   reasonable costs incurred to determine the cause and extent of the damage insofar as relating to direct damage as referred to herein;

Clause e.   reasonable and demonstrable costs incurred by the Customer in preventing or limiting any direct damage as referred to in this clause;

Clause f.	reasonable and demonstrable costs incurred by the Customer in having a Deliverable conform to the Agreement after all.
A.18.3.	SUE will not be liable for any other damage.
A.18.4.	SUE's liability for damage resulting from any failure to perform the Agreement, any wrongful act or otherwise will be limited to the sum paid by SUE's insurer. SUE will make every effort to get the insurance company to pay. If no payment is made, liability per event (with a series of consecutive events counting as a single event) will be limited to the amount (excluding VAT) paid by the Customer under the Agreement over a period of 6 months. However, in no event will the total compensation for direct damage exceed EUR 85,000 per event or EUR 170,000 per year.
A.18.5.	The exclusions and limitations of SUE's liability as described in the preceding paragraphs do not in any way affect the other exclusions and limitations of SUE's liability as described in the General Terms and Conditions.
A.18.6.	Unless performance by SUE is permanently impossible, SUE will only be liable for an attributable failure to perform an Agreement if the Customer immediately gives SUE Written notice of default, allowing a reasonable period in which to remedy the failure, and SUE continues to fail to perform its obligations after such period. The notice of default must contain as complete and detailed a description of the failure as possible, so that SUE is given an opportunity to respond adequately.
A.18.7.	A condition for any right to compensation to arise is always that the Customer must report the damage to SUE In Writing as soon as possible after it has occurred. Any claim for damages against SUE will lapse by the mere expiry of twelve (12) months since the damage occurred, unless the Customer files an action for damages prior to expiry of this period.
A.18.8.	Any limitation of liability provided for in the General Terms and Conditions or the Agreement will lapse if and to the extent that the damage is the result of an intentional act or omission or deliberate recklessness on the part of SUE's management.
A.18.9.	The Customer will indemnify SUE for:
Clause a.	any product liability claims by third parties arising from a defect in a product or system supplied by the Customer to a third party and partly consisting of materials supplied by SUE;
Clause b.	any claims by third parties arising from a breach of the Agreement by the Customer.
A.18.10.	The provisions of this clause as well as all other limitations and exclusions of liability specified in the General Terms and Conditions also apply in favour of all natural persons and legal entities engaged by SUE and its suppliers for the purpose of performing the Agreement.

A.18.11.   Applicability of Sections 6:271 et seq. of the Dutch Civil Code is excluded.

Clause A.19.   Malfunctions and force majeure

A.19.1.   SUE cannot be required to perform any obligation, including any statutory and/or agreed warranty obligation, if it is prevented from doing so by an event of force majeure. Force majeure on the part of SUE includes:

Clause a.   force majeure on the part of SUE's suppliers;

Clause b.   failure by suppliers used by SUE on the instructions of the Customer to properly perform their obligations;

Clause c.   defects in any third-party items, hardware, software or materials used by SUE on the instructions of the Customer;

Clause d.   government measures;

Clause e.   electricity failure;

Clause f.   any malfunction of Internet, data network or telecommunication facilities;

Clause g.   (cyber)crime, (cyber)vandalism;

Clause h.   internal disturbances, mobilisation, war or terrorism;

Clause i.   strikes, import and export restrictions, supply stagnation;

Clause j.   business disturbances, illness of staff; and

Clause k.   fire and flooding.

A.19.2.   If an event of force majeure lasts longer than thirty days, or as soon as it is clear that the event of force majeure will last longer than three months, both Parties will have the right to terminate the Agreement In Writing. In such case, all Goods and Services already delivered under the Agreement will be paid for on a pro rata basis, without the Parties owing each other anything else.

Clause A.20.   Contract extras

A.20.1.   If the Customer requests additional work or services beyond the scope of the Agreement, or requests contract extras, the Parties will consult on the matter and SUE may make an offer. SUE will carry out the contract extras only after acceptance of the offer by the Customer.

A.20.2.   SUE does not require consent for contract extras which SUE can demonstrate are reasonably necessary for the provision of the Services, or which reasonably follow from the Customer's instructions. Such work will be performed based on actual costs at SUE's hourly rate applicable at the time the work is performed.

A.20.3.   The Customer realises that changes and contract extras (may) lead to the shifting of deadlines (for delivery) or dates (for completion). Any new

deadlines (for delivery) or dates (for completion) specified by SUE will replace previous ones.

A.20.4.   To the extent that a fixed price has been agreed for the Agreement, SUE will inform the Customer In Writing, upon request, of the financial consequences of the additional work or services referred to in this clause.

A.20.5.   If no separate Agreement is entered into for the contract extras and unless the Parties agree otherwise, the contract extras will be completed under the conditions applicable to Professional Services as referred to in Module C.

Clause A.21.   Amendment to the Agreement

A.21.1.   If the Customer wishes to amend the Agreement, it may submit an application to that effect. The procedure and conditions for amendment are the same as those for the formation of the Agreement, unless otherwise stated.

A.21.2.   Any change of name, residence or place of business, or billing address or legal form must be communicated by the Customer to SUE In Writing without delay. SUE may impose additional conditions regarding acceptance of the consequences of such change.

A.21.3.   SUE reserves the right to unilaterally amend or supplement the Agreement, including any already existing Agreements. Contractual amendments will apply in respect of Agreements already concluded subject to a period of thirty (30) days from the announcement of the amendment by electronic communication.

A.21.4.   If such amendment(s) significantly negatively affect(s) the Services or their application or the position of the Customer, the Customer may terminate the Agreement subject to a notice period of one (1) month.

A.21.5.   Amendments of minor importance, amendments pursuant to law and amendments for the benefit of the Customer may be made at any time.

Clause A.22.   Transfer of rights and obligations

A.22.1.   The Customer is not entitled to transfer its rights and obligations under the Agreement to a third party, including in the event of any merger or acquisition, without SUE's written consent.

A.22.2.   The Customer grants SUE the right to transfer all or any part of the Agreement concluded between the Parties to its parent, sister, and/or subsidiary companies or a third party in the event of a merger or acquisition without needing the express consent of the Customer. SUE will notify the Customer if any such transfer has taken place.

Clause A.23.   Governing law and disputes

A.23.1.   The Agreements between SUE and the Customer are governed by Dutch law.

A.23.2.   Applicability of the 1980 United Nations Convention on Contracts for the International Sale of Goods is excluded.

A.23.3.   Any disputes arising between SUE and the Customer from an Agreement concluded between SUE and the Customer or from any further Agreements resulting therefrom will be adjudicated exclusively by the competent judge at the district court in the judicial district where SUE has its registered office.

Module B: Secondment

In addition to Module A – General, this Module B – Secondment applies to any Agreement in which the Parties have agreed that SUE will make a natural person available to the Customer to perform work for the Customer (whether or not on the Customer's premises).

Clause B.1. Additional definitions

B.1.1.   **Seconded Person:** the natural person made available by SUE to the Customer for a certain number of hours per week to perform work for the Customer.

B.1.2.   **Works:** all works developed by SUE and/or the Seconded Person under the Agreement, including software, websites, documentation, layouts, designs, graphics, text, logos, concepts, sketches, advice and other products of the mind.

B.1.3.   **Work Order:** the order given by the Customer to SUE for the performance of Work.

B.1.4.   **Work:** the work arising from this Agreement, to be performed for the Customer by the Seconded Person under this Agreement.

Clause B.2.   Secondment

B.2.1.   If a date for commencement of the Seconded Person's posting is given in the Quotation, this date is only indicative. SUE is authorised to postpone the posting, without further notice, if the Customer does not accept the offer within one working day from the date the Quotation is made or if other circumstances arise that make it unreasonable to hold SUE to the posting date.

B.2.2.	Entering into the Agreement will never create an employment contract, within the meaning of Section 610 of Book 7 of the Dutch Civil Code, between the Customer and the Seconded Person.
B.2.3.	The Customer will endeavour to ensure that the Seconded Person is available to perform Work for the Customer during the agreed number of hours. In this regard, the Seconded Person may be unavailable to the Customer, sporadically and in consultation with the Customer, due to a SUE business activity, internal consultations, training or other reasons.
B.2.4.	Unless otherwise agreed In Writing, the Seconded Person will perform work for the Customer for forty hours per week.
B.2.5.	The Customer will deploy the Seconded Person only for Work in the field agreed upon by the Parties. During the secondment, the Customer will agree with the Seconded Person exactly what Work is to be performed as part of day-to-day operations. To the extent necessary, SUE will supervise the Seconded Person and guide the Seconded Person in their Work. If the Customer wants the Seconded Person to perform Work in a field other than that agreed upon, the Parties will again consult on the terms of the Agreement.
B.2.6.	During the term of the Agreement, the Seconded Party will receive their Work Orders from the Customer as part of the Agreement. The Seconded Person is required to perform these Work Orders as if they were employed by the Customer. The Work will be performed under the direction and responsibility of the Customer's manager(s) included in the Agreement who is (or are) authorised to give orders to and supervise the Seconded Person on behalf of SUE.
B.2.7.	The Seconded Person is obliged to perform the assigned Work properly and is accountable to SUE in this regard.
B.2.8.	The Work performed by the Seconded Person on behalf of the Customer is described in the Agreement.
B.2.9.	The delivery times of the Work performed by the Seconded Person will be determined by agreement between the Seconded Person (or, if required, SUE) and the Customer.
B.2.10.	The Customer will inform SUE of any regulations and collective bargaining agreements applicable to the Customer's industry.
B.2.11.	SUE will ensure that the Seconded Person complies with the Customer's reasonable (standard) procedures and/or house rules in the performance of the Work.
B.2.12.	In the case of secondment, SUE will remit the Seconded Person's payroll taxes and all social security contributions to the appropriate authorities.

B.2.13.	The Customer is not entitled to second a Seconded Person or otherwise make a Seconded Person available to a third party to perform Work there under the direction and supervision of the relevant third party.
B.2.14.	The Customer is not entitled to employ a Seconded Person outside the Netherlands, unless otherwise agreed.

Clause B.3.   Evaluation

B.3.1.	SUE and the Customer will periodically review the performance of secondment services.
B.3.2.	The Customer will notify SUE In Writing in advance of any circumstances that are or may be relevant to SUE, such as the method of reporting, any issues requiring attention, any prioritisation by the Customer, availability of the Customer's resources and personnel, or any special facts or circumstances or facts of circumstances of which SUE may not be aware.

Clause B.4.   Term, notice and termination

B.4.1.	If the Parties have not agreed anything regarding the term of the (secondment) Services, the Agreement will be for an indefinite period, in which case a notice period of one calendar month applies to each of the Parties. Notice of termination must be given In Writing. SUE will never be liable for any damages on account of termination.
B.4.2.	The Customer is not entitled to terminate a fixed-term Agreement prematurely.
B.4.3.	The moment the Agreement comes to an end, the posting of the Seconded Person also ends.
B.4.4.	The posting of the Seconded Person also ends if the (employment) contract between the Seconded Person and SUE comes to an end, in which case SUE is not obliged to enter into a new contract with the Seconded Person. In this case, the Parties will consult on a suitable replacement. If no suitable replacement can be found, both Parties may terminate the Agreement, without being obliged to compensate any resulting damage.

Clause B.5.   Fees and payment

B.5.1.	For secondment, the fee is the hourly rate set out in the Agreement. The rate specified in the Agreement is exclusive of VAT and includes commuting expenses.
B.5.2.	If SUE's employee works longer than the agreed or usual number of working hours per day or works outside SUE's usual Office Hours on the instructions

or at the request of the Customer, the following surcharges will apply, unless otherwise agreed:

Clause a. 25% before 8am and after 6pm on weekdays,

Clause b. 25% over and above 40 hours per week,

Clause c. 50% on Saturdays,

Clause d. 100% on Sundays and public holidays.

B.5.3. For standby Services, the rate is 15% of the basic hourly rate. In case of a call-out, the normal hourly rate including any overtime surcharges will apply and at least one (1) hour will be charged.

B.5.4. Travel time related to call-outs during standby Services is considered working time.

B.5.5. The cost of induction of the Seconded Person will be borne by the Customer unless SUE itself replaces the Seconded Person without a prior request from the Customer.

B.5.6. The preceding paragraphs are without prejudice to SUE's right to charge the Customer additional costs, if such costs are unusual or not foreseeable in the context of the Work to be performed.

Clause B.6. Invoicing and time sheets

B.6.1. The Customer will sign SUE's timesheets for approval on a weekly basis. The signing of a timesheet also constitutes consent to the overtime specified on it.

B.6.2. Even if the Customer uses its own timesheet, the hours booked in SUE's timesheet system will be the ones invoiced for billing purposes. The data from SUE's timesheet system takes precedence at all times, unless the Customer can prove that the data is incorrect.

B.6.3. In the event of a dispute over the invoice amount, the Customer will notify SUE. Contestation of the invoice does not entitle the Customer to suspend payment. The Customer must notify SUE promptly of such contestation, no later than five (5) working days after receiving the invoice.

B.6.4. If a Seconded Person works on an on-call basis, SUE is entitled to charge at least four working hours per call-out.

B.6.5. Each month, SUE will send an invoice to the Customer based on the approved timesheets, payable within seven (7) days of the end of the calendar month to which the hours relate.

Clause B.7.   Replacement of the Seconded Person

B.7.1.   SUE is entitled at its discretion to replace a Seconded Person with another Seconded Person with similar knowledge and experience, without being liable for damages and/or reimbursement of costs.

B.7.2.   If the Seconded Person is unavailable due to illness, disability or any other cause beyond SUE's control, SUE will inform the Customer as soon as possible.

B.7.3.   If the Seconded Person is unable to perform work for the Customer for a period exceeding five (5) working days due to illness or any other cause, SUE will endeavour to provide a replacement Seconded Person as soon as possible, with as many equivalent qualifications as possible.

Clause B.8.   Working conditions

B.8.1.   The Parties will specify the Seconded Person's usual working hours in the Agreement. If no working hours have been agreed, a Seconded Person's working day will consist of a maximum of eight (8) hours, during SUE's normal working hours.

B.8.2.   The Customer warrants that working hours, holiday and rest periods, work duration and relevant working conditions comply with the relevant laws and regulations.

B.8.3.   The Customer will inform SUE in a timely manner of any proposed (temporary) closure of its business or organisation.

Clause B.9.   Liability

B.9.1.   Without prejudice to the provisions of Module A of this Agreement regarding liability, the following provisions apply to secondment.

B.9.2.   SUE will comply with all legal obligations regarding the remittance of payroll taxes and social security contributions in respect of the Seconded Person's Work and the declaration and payment of VAT in that respect.

B.9.3.   On request, after the end of each calendar quarter or, if earlier, after the end of this Agreement at the Customer's request, SUE will submit a Written document attesting to the remittance and/or payment to the relevant authorities of payroll taxes, social security contributions and VAT in respect of the Seconded Person's Work. The Customer is entitled to deduct the amount of payroll taxes, social security contributions and VAT owed by SUE from the amounts the Customer owes SUE if SUE fails to submit the aforementioned Written document on time. The Customer has the right, as it chooses, either to retain the amount withheld until such time as the Tax

Administration has declared without reservation that SUE has fulfilled the remittance and payment obligations, or to remit and/or pay such amount directly to the relevant authorities. If the Customer is held accountable by the Tax Administration in respect of any remittances and/or payments not made on time by SUE, SUE will provide the Customer with every assistance and provide all information necessary to deal with the dispute with the Tax Administration.

Clause B.10.   Intellectual Property Rights

B.10.1.   If, in the performance of the Work by the Seconded Person, Works are used that are subject to an Intellectual Property Right of the Customer, the Intellectual Property Rights will remain vested in the Customer to the extent that a new Work is not created. When a new Work is created, the Intellectual Property Rights will accrue to the Customer.

B.10.2.   SUE always receives a free and unlimited licence back for all forms of use and exploitation upon the creation of a new Work. This licence is perpetual and transferable and does not terminate upon termination of the Agreement, regardless of the reason for termination. Any costs for performing these acts or registering deeds will be borne by the Customer.

B.10.3.   If the Seconded Person creates any Works incorporating sensitive Customer information, SUE will make further arrangements at the request of the Customer and in proper consultation with the Customer regarding the use of certain Works by the Seconded Person and SUE.

Module C: Professional Services

If and to the extent that the Agreement relates to the provision of Services by SUE relating to custom software development, delivery of Deliverables, consulting, managed services or other Professional Services, the provisions of this Module C apply in addition to Module A General.

Clause C.1. Professional Services

C.1.1.   In the context of Professional Services, the Parties agree on a statement of work (hereinafter "**Statement of Work**") (i) by means of a section in SUE's Quotation or offer, or (ii) by means of an appendix to SUE's Quotation or offer. SUE will endeavour to deliver and develop the work described in the Statement of Work, as well as described Deliverables, with care and in accordance with the requirements of good workmanship. The Customer's

active and continued participation and cooperation is a prerequisite for the successful performance and delivery of Services.

C.1.2.   In performing the Services, SUE will observe all reasonable safety regulations in use by the Customer. If the Customer's requirements in this regard in any way impede or delay SUE's proper and timely performance of the relevant Services, without prejudice to any other rights and remedies under applicable law SUE will be entitled to reimbursement of all resulting costs and to a reasonable extension of time for completion of the work.

Clause C.2.   Deliverables

C.2.1.   The Parties will specify the specifications and/or functional requirements of any Deliverables to be developed under the Agreement - as well as details surrounding the method of collaboration between the Parties during development and the desired method of working (e.g. agile or waterfall) - in the Statement of Work.

C.2.2.   After the conclusion of the Agreement, development of the Deliverable will take place as soon as reasonably possible, unless otherwise agreed. SUE will develop the Deliverable with care and in accordance with the requirements of good workmanship based on the Statement of Work and the data and source materials to be provided by the Customer. SUE will endeavour to execute the Statement of Work, develop a version of the Deliverable that complies with the Statement of Work, and deliver it within the time frame(s) specified in it. Unless explicitly stated in the Statement of Work or otherwise explicitly agreed upon, SUE cannot guarantee or warrant that specifications or functionalities are included in the Deliverable or that the Deliverable meets any form of certification standards.

C.2.3.   SUE has the right to use software and components of third parties in the development of Deliverables, including open source software, provided that the applicable licences and method of development (and coupling of components) do not require the Deliverable to be distributed under the same licence and SUE notifies the Customer accordingly. The Customer is responsible for proper compliance with relevant third-party licences when using the Deliverables.

C.2.4.   SUE will only provide documentation relating to Deliverables arising from Services if this is explicitly specified in the relevant Statement of Work.

Clause C.3.   Performance

C.3.1.   SUE is independent in performing development work under the Agreement. However, the Customer is free to give SUE instructions as referred to in Section 7:402 of the Dutch Civil Code.

C.3.2.   SUE will periodically update the Customer on the progress of the development of the Deliverable. In doing so, SUE will indicate whether the Deliverable is expected to be completed within the time frames set out in the Statement of Work.

C.3.3.   Unless otherwise agreed In Writing, work will be performed by SUE's employees during Office Hours. If access to specific locations is required, the Customer will be responsible for arranging access for SUE's employees in a timely manner.

C.3.4.   All documentation and information for the purposes of the systems relating to the Agreement must be accurate and up to date. SUE is not responsible for verifying the accuracy of information provided by the Customer, End User or other suppliers.

C.3.5.   SUE will not be responsible for resolving any malfunctions of external applications, services or infrastructure caused by the work as described in the Agreement.

C.3.6.   SUE will not be responsible for the behaviour or performance of third parties or any delays caused by the Customer, the End User or other third parties.

Clause C.4.   Specifications

C.4.1.   If any (source) software provided by the Customer to SUE is protected by Intellectual Property Rights, the Customer warrants at all times that it holds all licences necessary for such provision to and intended use by SUE under the Agreement. The Customer will indemnify SUE and will hold SUE harmless from any claim, suit or proceedings.

C.4.2.   Unless otherwise agreed, SUE will have the right to use third-party images, software and components, including open source software, when developing the Deliverables. This may result in the developed Deliverables themselves having to be distributed under an open source licence. If that is the case, SUE will inform the Customer accordingly.

C.4.3.   After delivery of the Deliverables, responsibility for proper compliance with relevant third-party licences when using the developed Deliverables lies with the Customer. Any costs associated with the licences, which are

necessary to perform the Agreement, will be charged to the Customer, unless otherwise agreed. This will be specified in the Agreement.

C.4.4.   The Customer is responsible for keeping its own applications, services and infrastructure up to date for interoperability with SUE's Services.

C.4.5.   SUE will not be liable for unusability of the Deliverables if such unusability is caused through no fault of SUE, including but not limited to situations in which the Customer fails to migrate to current standards (on SUE's recommendation) in a timely manner or is using standards that are no longer supported in the industry. A standard introduced 12 months previously will no longer be considered a current standard by SUE.

Clause C.5.   Delivery

C.5.1.   SUE endeavours to deliver the Deliverables to the Customer in accordance with the Agreement when, in its professional opinion, these satisfy the Statement of Work and are suitable for use.

C.5.2.   Unless otherwise agreed, the Customer will provide a secure test environment for delivery of the Deliverable, accessible via the Internet, where SUE will deliver the Deliverable.

C.5.3.   Unless otherwise agreed, if the Customer does not provide a test environment, SUE will deliver the Deliverable to be delivered by making it available via a secure environment within a software development "repository" to which the Customer has access via the Internet, such as GitHub.

C.5.4.   The source code for the Deliverable will be made available to the Customer only if expressly agreed In Writing by both Parties. The source code will be made available in the same manner as the Deliverable, as described in this Clause C.5.

C.5.5.   If any problems arise with making the source code available as provided for above, SUE will make a copy of the source code available at the Customer's first request, in a manner to be agreed between the Parties.

Clause C.6.   Acceptance

C.6.1.   The provisions of this Clause C.6 apply only if the Agreement provides that SUE will perform Professional Services consisting of software development, and only to the extent that an acceptance test has been expressly agreed upon. If no acceptance test has been agreed upon, the Customer accepts the Deliverable in the condition it is in upon delivery (on an "as is" and "as available" basis), therefore including all visible and invisible errors and defects.

C.6.2. Unless otherwise provided in the Statement of Work, the Customer will evaluate the developed Deliverables within three (3) days after delivery and subsequently either accept or reject it In Writing with reasons. The Customer will reject the delivered Deliverables only if they do not meet the pre-agreed specifications.

C.6.3. The Customer will not reject the Deliverables developed and delivered by SUE under the Agreement due to minor defects that do not interfere with their operational use. After the Customer has reported any minor defects, SUE will endeavour to resolve them within a reasonable period.

C.6.4. Deliverables developed and delivered by SUE will be considered to have been accepted if the Customer:

Clause a. accepts the developed Deliverables;

Clause b. puts the developed Deliverables into operational use; or

Clause c. does not reject the developed Deliverables within the period specified in paragraph 2 of this clause, In Writing and with reasons.

C.6.5. After acceptance of the Deliverables by the Customer, SUE's liability for any defects in the Deliverables will lapse, except to the extent that SUE has given any express warranties.

C.6.6. If the Customer rejects all or part of the Deliverables delivered, SUE will endeavour to eliminate the reason for rejection as soon as possible. SUE can do this by revising the Deliverable or by explaining why the rejection is unjustified. The Customer then has seven (7) days to approve or reject the revision or explanation. For these revisions, SUE is entitled to charge the actual costs incurred on a time-and-materials basis.

C.6.7. The Customer may only reject the Deliverable on the basis of substantial deviation from the Statement of Work. If objections with respect to the Deliverable concern only minor aspects (meaning aspects that do not reasonably prevent the operational use of the Deliverable), the Deliverable will be considered to have been accepted on the condition that these objections will be removed within a reasonable period of time. Furthermore, the Deliverable may not be rejected because of aspects that can only be subjectively assessed, including but not limited to aesthetic aspects of interfaces.

C.6.8. If the project is performed in phases, the Customer must approve or reject the work of a particular phase after completion of such phase and the above procedure will also apply. SUE is entitled to wait until the Customer has explicitly accepted the previous phase before starting on a new phase.

C.6.9. The Customer cannot base any approval or rejection in a later phase on aspects approved in a previous phase.

C.6.10. Deviations from the Statement of Work requested by the Customer will never be grounds for rejection of the Deliverable.

C.6.11.   If the Professional Services are performed in phases, if SUE deems this necessary it is entitled to postpone the work belonging to a subsequent phase until the Customer has approved the results of the preceding phase.

C.6.12.   SUE does not warrant that what the Customer proposes to achieve with the Deliverables developed or to be developed by SUE will actually be achieved. SUE will endeavour to develop the developed Deliverables to the best of its ability and as error-free as possible, but cannot guarantee that the Deliverables are or at any time will be error-free.

Clause C.7.   Licensing and maintenance

C.7.1.   During the acceptance procedure described in the preceding clause, the Customer will acquire a limited licence to use the Deliverable for the (test) purposes described in it.

C.7.2.   After acceptance as referred to in Clause C.6 (if applicable) or after delivery as referred to in Clause C.5 (if the acceptance procedure does not apply) and subject to payment by the Customer for the Professional Services that resulted in the Deliverable, the Customer will acquire a licence with respect to the Deliverable under the same terms and conditions as the licence for SaaS Software described in Clause D.4.

Clause C.8.   Managed Services

C.8.1.   The provisions of this clause apply only if the Agreement provides that SUE will perform Professional Services in the area of management and maintenance (hereinafter "Managed Services").

C.8.2.   When providing Managed Services, SUE will agree a Dossier Arrangements and Procedures (DAP) with the Customer, which - in addition to the terms of the SLA - will list all specific and relevant information relating to the day-to-day delivery of Managed Services for the Customer.

C.8.3.   Unless otherwise agreed in the Statement of Work, SUE is entitled to compensation for the start-up phase and the performance and discontinuance of the Managed Services in accordance with the Agreement. If no fee is agreed in the Statement of Work for this purpose, SUE has the right to perform such work based on actual costs at SUE's hourly rate applicable at the time the work is performed.

C.8.4.   Once the start-up phase of the Managed Services is completed, SUE will inform the Customer In Writing as to whether the Managed Services:

Clause a.   can be delivered in accordance with the Statement of Work, in which case this notice will also be confirmation of the date of delivery; or

Clause b.   can be delivered, subject to certain conditions being met in relation to the Customer's IT infrastructure, in which case the Parties will meet to discuss these conditions and their implementation, as well as their potential impact on the estimated delivery date; or

Clause c.   cannot be delivered, in which case the Statement of Work will be terminated with immediate effect and without the Customer being entitled to claim compensation or damages. However, SUE will always be entitled to a fee for executing the project for starting the Managed Services, regardless of whether the Managed Services as requested by the Customer can be delivered as initially intended.

C.8.5.   Unless otherwise agreed in the Statement of Work, SUE will execute a project at the end of the term with the aim of discontinuing (deactivating) the agreed Managed Services. This Managed Services termination project will be detailed in the Statement of Work.

C.8.6.   The Customer acknowledges and consents to the removal and, where appropriate, the return to SUE of the standard use cases, scripts, service equipment and, where applicable, supporting tools, platforms and other tools (all of which are owned by SUE or a third party) implemented in the Customer's IT environment.

C.8.7.   Unless otherwise agreed in the Statement of Work, the Customer will in a timely fashion:

Clause a.   allow SUE to install access to the Customer's systems in accordance with SUE's proposed design;

Clause b.   review documentation and take decisions related to the Managed Services start-up project;

Clause c.   provide SUE with accurate and requisite information regarding the Customer's IT conditions and circumstances; and

Clause d.   be responsible for errors and defects in the Customer's IT environment (both hardware and software) and make reasonable efforts to remedy such errors and defects; and

Clause e.   allocate sufficient resources and employees who are qualified and competent to perform the obligations; and

Clause f.   be responsible for the control and management of rights in relation to all users of the Customer's IT environment and the Customer Data, including but not limited to granting SUE access to the relevant IT environment via the Customer's network.

Module D: Software as a Service

In addition to Module A General, the provisions contained in this "Software as a Service" module apply if and to the extent that the Agreement relates to (i) (re)delivery and/or (ii) making available to the Customer through agency, of SaaS Software and/or Third-Party Software.

Clause D.1. Implementation and Integration

D.1.1. Unless otherwise agreed, SUE will take care of the Implementation and Integration necessary to make full use of the Services as soon as possible after the effective date of the Agreement.

D.1.2. Unless otherwise agreed, SUE is under no obligation to load, convert or migrate data as part of Implementation and Integration. SUE may charge separately for support in this regard, at its Professional Services rates, as indicated in the then current price list.

D.1.3. The Customer is solely responsible for setting up and maintaining a suitable and adequate ICT infrastructure (including hardware and software), taking into account the intended use of the Services. At the Customer's request, SUE may provide minimum system specifications. The Customer understands that these specifications are subject to change over time due to technological development.

D.1.4. SaaS Software has dependencies with Third-Party Software. What this refers to is specified in the Agreement. The Customer acknowledges that where there is such a dependency, the SaaS Software cannot be used or not fully used if it does not have (access to) the relevant Third-Party Software. The foregoing is at the Customer's risk. If, after the conclusion of the Agreement, it appears that the Customer still does not have (access to) the required Third-Party Software, SUE is entitled to make it available to the Customer in accordance with this Module B, at the prices in the then current price list.

Clause D.2. Authorisation for SUE and Third-Party Software

D.2.1. SUE has relationships with several Third-Party Software providers. If the Customer engages SUE to make Third-Party Software available, it is always made available under the relevant third-party terms and conditions applicable to it (hereinafter "**Third-Party Terms and Conditions**").

D.2.2. The Customer hereby expressly authorises SUE, if necessary for the performance of the Agreement, to accept the Third-Party Terms and Conditions referred to in the preceding paragraph on behalf of the

Customer. The Customer hereby warrants compliance with such terms and conditions.

Clause D.3.   Derogating Third-Party Terms and Conditions

D.3.1.   In case of conflict between the Third-Party Terms and Conditions and the (other) provisions of the Agreement – including the payment arrangements in Module A and the licensing provisions in Clause D.4 of these General Terms and Conditions – the Third-Party Terms and Conditions take precedence.

D.3.2.   To the extent that Third-Party Terms and Conditions do not provide otherwise, contain gaps, are not applicable or are found to be void, voidable or otherwise invalid, the terms of the Agreement will apply in full to Third-Party Software and the use thereof.

Clause D.4.   Licensing

D.4.1.   Upon payment of the fees as specified in the Agreement and if and to the extent agreed between the Parties in the Agreement, the Customer will acquire a non-exclusive, non-transferable and non-sublicensable licence to use the agreed SaaS Software for the duration specified in the Agreement, for its internal business purposes and in accordance with the volumes (e.g. the number of End Users), storage capacities and/or other limitations as specified in the Agreement ("**Licence Scope**").

D.4.2.   The right of use referred to in the preceding paragraph also includes all future updates to the Saas Software.

D.4.3.   If and to the extent that the licence referred to in the first paragraph relates to SaaS Software, it is granted by SUE. If and to the extent that the Agreement relates to Third-Party Software, through the authorisation of Clause D.2 SUE will ensure that a provider of Third-Party Software grants a licence to the Customer in accordance with the relevant Third-Party Terms and Conditions.

D.4.4.   The Customer will always strictly comply with the agreed Licence Scope of the Software.

D.4.5.   The Customer is not entitled to receive the source code for the Software.

D.4.6.   The Customer is expressly prohibited from:

Clause a.   reverse engineering the source code of the Software or decompiling the Software, unless permitted by a mandatory provision of law from which no lawful deviation is permitted;

Clause b. modifying or adapting the Software, unless permitted by a mandatory provision of law from which no lawful deviation is permitted or with SUE's prior written consent;

Clause c. removing or rendering illegible any notices referring to SUE and/or its licensors as the owner of the Software or any part thereof; or

Clause d. using all or part of the Software and documentation to build a product or service that competes with the Software.

D.4.7. Upon request, the Customer will cooperate without delay with any investigation to be conducted by or on behalf of SUE regarding compliance with the agreed Licence Scope. The Customer will provide access to its premises and systems at SUE's first request. SUE will keep confidential all confidential business information obtained from the Customer or at its premises in the course of an investigation, to the extent that such information does not relate to the use of the SaaS Software itself.

D.4.8. In the event that the Customer exceeds or threatens to exceed the Licence Scope as specified in the Agreement, SUE will have the right to charge the corresponding fees for any use outside the agreed Licence Scope in accordance with SUE's then current rates, which fees will be added to the monthly fees payable. SUE will notify the Customer if the Customer has exceeded or threatens to exceed the Licence Scope.

Clause D.5. Completion and use of SaaS Software

D.5.1. If the Agreement relates to SaaS Software, SUE will endeavour to deliver or complete the Saas Software as soon as possible after the conclusion of the Agreement.

D.5.2. If any of the following situations occur, the SaaS Software will be considered to have been "delivered" or "completed":

Clause a. the Customer's use of the Saas Software;

Clause b. a communication from SUE to the Customer that the Saas Software is available;

Clause c. a written or electronic confirmation of delivery of the Saas Software by SUE.

D.5.3. SUE will deliver the SaaS Software on the Customer's instructions. The Customer may only use the SaaS Software for the benefit of its own business or organisation and only to the extent necessary for SUE's intended use. The Customer is not at liberty to allow third parties to use the SaaS Software delivered by SUE, unless otherwise agreed In Writing.

D.5.4.   SUE may make changes to the content or scope of the SaaS Software. If such changes are substantial and result in a change in the Customer's applicable procedures, SUE will inform the Customer as soon as possible. The costs involved in any such change will be payable by the Customer. In such case, the Customer may terminate the Agreement In Writing as of the date when the change takes effect, unless the change relates to changes in relevant legislation or other regulations issued by any competent authority or SUE bears the costs of the change.

D.5.5.   SUE may continue delivery of SaaS Software using a new or modified version of the underlying software. SUE is not obliged to maintain, modify or add any particular features or functionalities of or to the SaaS Software specifically for the Customer.

D.5.6.   SUE may require that the Customer adapt its system (hardware, web browser, software, etc.) as necessary for the proper functioning of a new version of the SaaS Software.

D.5.7.   SUE will in no event be obliged to provide the Customer with any access to, insight into, or version of the underlying software.

D.5.8.   In the absence of any agreements in this regard, the Customer will set up, configure and tune the SaaS Software itself, and convert and upload any data and, if necessary, adapt the hardware and user environment used.

Clause D.6.   Availability and backups

D.6.1.   SUE will endeavour to ensure uninterrupted availability of the SaaS Software, but offers no guarantees in this regard unless otherwise agreed in an SLA.

D.6.2.   SUE will endeavour to keep the SaaS Software up to date. However, SUE is dependent on its supplier(s) in this regard. SUE is entitled not to install certain updates or upgrades if, in its opinion, this does not benefit proper delivery of the SaaS Software or not installing them is not detrimental to delivery of the SaaS Software.

D.6.3.   Only if agreed in the Agreement or SLA will SUE regularly make backups of Customer Data stored by the Customer on SUE's systems, and make these available to the Customer on request for a fee.

D.6.4.   Backups may be destroyed at any time after termination or dissolution of the Agreement. It will be the Customer's responsibility to request a backup of Customer Data upon termination or dissolution in accordance with Clause A.17 (Exit).

Clause D.7.   Functioning, errors and maintenance

D.7.1.   The proper functioning of the SaaS Software is dependent on the proper functioning of certain Third-Party Software, as indicated in Clause D.1.4, and is also subject to other dependencies and minimum requirements as indicated in the Agreement, such as other software purchased by the Customer from third parties or requirements for the Customer's ICT infrastructure. SUE is not responsible for the non-functioning or malfunctioning of and other defects to the SaaS Software where these are due to the non-functioning or malfunctioning of or other defects to the relevant Third-Party Software.

D.7.2.   The Customer will accept the SaaS Software in the condition it is in at the time it is put into use ("as is"), i.e. including all visible and invisible errors and defects. SUE does not warrant that the SaaS Software is error-free and operates without interruption.

D.7.3.   SUE will endeavour to correct any errors in the underlying software to the best of its ability and within a reasonable time if and insofar as it concerns underlying software developed by SUE itself and the relevant errors have been reported to SUE by the Customer In Writing and in detail. Where appropriate, SUE may postpone correcting the errors until a new version of the underlying software is put into use. SUE does not warrant that errors in software which has not been developed by SUE itself will be corrected. SUE is entitled to implement temporary solutions or workarounds or problem-avoiding restrictions in the Software.

D.7.4.   If the SaaS Software (or any part thereof) has been developed on behalf of the Customer, SUE may charge the Customer the cost of any corrections at its usual rates. SUE will in no event be obliged to correct flaws other than those referred to in this clause. In the event that SUE is willing to carry out remedial activities in respect of such other flaws, SUE will be entitled to charge a separate fee for such activities.

D.7.5.   On the basis of the information provided by SUE regarding measures to prevent and limit the consequences of any breakdowns, errors or other flaws in the services, corruption or loss of data or other incidents, the Customer will identify the risks to its organisation and, if necessary, take additional measures. SUE is willing, at the Customer's request, to reasonably cooperate with any further measures to be taken by the Customer, subject to financial and other terms as specified by SUE. SUE will in no event be obliged to recover any corrupted or lost data other than by restoring the last available backup of the relevant data, where possible.

D.7.6.   SUE does not warrant that the SaaS Software will be updated in a timely manner to reflect changes in relevant laws and regulations.

D.7.7.   SUE is entitled to take all or any part of the SaaS Software out of service temporarily for the purpose of maintenance, adaptation or improvement thereof, and/or maintenance, adaptation or improvement of associated software or other facilities. Where possible, SUE will endeavour to do so outside Office Hours and will notify the Customer of the scheduled out-of-use event in a timely manner.

D.7.8.   If SUE is of the opinion that taking the SaaS Software out of use – whether or not during Office Hours – is necessary for the proper functioning of the SaaS Software, it is entitled to take the SaaS Software out of use immediately without prior notice to the Customer. However, SUE will in no event be liable for any damages in connection with any such out-of-use event.

Clause D.8.   Fee

D.8.1.   The Customer will pay a fee for the SaaS Software as specified in the Agreement. In the absence of an agreed payment schedule, all amounts relating to the SaaS Software delivered by SUE are payable yearly in advance.

Clause D.9.   Support

D.9.1.   SUE will provide support for delivery of the SaaS Software as stated in the Agreement, whether or not supplemented by an SLA.

D.9.2.   If SUE's services under the Agreement also include support to End Users and/or administrators of the SaaS Software, SUE will advise on the use and operation of the SaaS Software as specified in the Agreement online, by telephone or by e-mail. The Customer will describe any reports for support purposes as fully and in as much detail as possible, so that SUE is given the opportunity to respond adequately. SUE may set conditions on how to submit those reports, and in terms of qualifications and the number of people eligible for support. SUE will consider properly substantiated requests for support within a reasonable time in accordance with its usual procedures. SUE does not warrant the accuracy, completeness or timeliness of responses or support offered. Support will be provided during SUE's Office Hours.

D.9.3.   SUE may place restrictions on the use of the forms of support offered. In addition, SUE is free to set and/or change support availability and response times, unless otherwise agreed.

D.9.4.	Any further or additional arrangements regarding (alternative) availability of telephone and other support and response times will, if agreed by the Parties, be set out in an SLA.
D.9.5.	If SUE's services under the Agreement include the provision of "standby services", SUE will keep one or more staff members available on the days and at the times specified in the Agreement. In such case, the Customer will be entitled to call on the support of the available staff members in case of urgency if there is any serious breakdown, error or other serious flaw in the functioning of the SaaS Software. The Supplier does not warrant that this will be resolved in a timely manner.
D.9.6.	Any recovery of damaged or lost Customer Data, if such damage or loss is attributable to the Customer, is not covered by the support referred to in this clause and will be carried out on an actual cost basis at the hourly rates applicable at the time.
D.9.7.	Only if expressly agreed In Writing will the Agreement also cover the provision or making available of security, backup, fallback and recovery services.

Clause D.10.   Notice and takedown

D.10.1.	If a third party notifies SUE that Materials are being stored or distributed, through SUE's systems that are part of the SaaS Software, which such third party believes infringe its rights or which otherwise constitute a wrongful act or a violation of the Agreement, SUE will notify the Customer of the complaint or violation as quickly as possible.
D.10.2.	The Customer must provide a sufficiently reasoned response as soon as possible (no later than within 5 working days), after which SUE will decide how to proceed. In urgent cases, SUE may take immediate action (for example, by removing the Material or blocking all or part of the SaaS Software), but will endeavour to inform the Customer afterwards as soon as possible.
D.10.3.	SUE is entitled to disclose the Customer's name, address and other identifying data to a third party complaining that the Customer is infringing its rights, provided that:

Clause a.   it is sufficiently plausible that the Materials, viewed in isolation, are wrongful and harmful vis-à-vis such third party;

Clause b.   the third party has a real interest in obtaining the data;

Clause c.   it is plausible that there are no less intrusive means of retrieving the data in the specific case; and

Clause d.	any balancing of interests involved means that the third party's interest should prevail.
D.10.4.	If there are any potentially criminal Materials, SUE is entitled to report the matter. In so doing, SUE may hand over the data and all relevant information regarding the Customer and third parties (including customers of the Customer) to the competent authorities and perform all such other acts as such authorities require SUE to perform as part of the investigation.
D.10.5.	SUE will in no event be liable for any damage of any nature whatsoever suffered by the Customer or its customers as a result of the SaaS Software being taken down or the removal of data or the disclosure of personal data.
D.10.6.	The Customer will indemnify and hold SUE harmless from any claim, suit or litigation by a third party in relation to (the content of) data traffic or data posted on or distributed through the SaaS Software by the Customer, the Customer's customers and/or other third parties.

Clause D.11.   Continuity

D.11.1.	The Parties may agree an arrangement for the purpose of continuity of the SaaS Software provided by SUE. The Customer will be charged an additional fee for this.
D.11.2.	This may include entering into an escrow agreement or continuity arrangement. An escrow agreement or continuity arrangement will then be entered into in favour of the Customer, with an escrow agent or (other) trusted third party in the Netherlands to be agreed by the Parties. The scope of the escrow or continuity arrangement will be determined in mutual consultation, but may include the data, source code and documentation of the SaaS Software.

Module E: On-Premise Software

The provisions set out in this "On-Premise Software" module apply in addition to Module A General if SUE makes software, apps, associated databases and/or documentation (hereinafter "On-Premise Software") available to the Customer for use other than on a SaaS basis.

Clause E.1. Right of use and restrictions on use

E.1.1.	SUE grants a non-exclusive, non-transferable and non-sublicensable limited right of use to the Customer for the duration and under the terms of the Agreement to use the On-Premise Software under the terms of the Agreement.

E.1.2.	The Customer may only use the On-Premise Software under this right of use for the Customer's company or organisation. The restrictions, including but not limited to the number of user accounts and available functions, are stated in the Agreement.
E.1.3.	SUE's obligation to make available and the Customer's right of use extend exclusively to the so-called object code of the On-Premise Software. The Customer's right of use does not extend to the source code of the On-Premise Software. The source code of the On-Premise Software and the technical documentation created in the course of developing the On-Premise Software will not be made available to the Customer, even if the Customer is willing to pay for it.
E.1.4.	The Customer may only use the On-Premise Software in and for its own company or organisation and only to the extent necessary for its intended use.
E.1.5.	The Customer is specifically not permitted to sell, lease, transfer, grant or otherwise make available to third parties any rights in respect of the On-Premise Software. Notwithstanding the above, the Customer is permitted to make the On-Premise Software available to End Users for the purpose of using the On-Premise Software.
E.1.6.	The following is also not permitted:

Clause a. Reverse engineering the source code of the On-Premise Software or decompiling the On-Premise Software, except to the extent permitted by mandatory rules of law;

Clause b. Making copies of the On-Premise Software available to third parties;

Clause c. Sublicensing the On-Premise Software or making the On-Premise Software available to third parties, through rental, Software-as-a-Service arrangements or otherwise;

Clause d. Making changes to the On-Premise Software, except to the extent permitted by mandatory rules of law;

Clause e. Removing or rendering illegible any notices referring to SUE and/or its licensors as the owner of the On-Premise Software or any part thereof.

E.1.7.	The Customer will as a minimum impose the same conditions, as included in the General Terms and Conditions and/or the Agreement, upon the End Users regarding the use of the On-Premise Software.
E.1.8.	Upon request, the Customer will cooperate without delay in any audit conducted by or on behalf of SUE regarding compliance with the agreed usage restrictions. The Customer will provide access to its premises and systems at SUE's first request. SUE will keep confidential all confidential business information obtained from the Customer or at its premises in the

course of an investigation, to the extent that such information does not relate to the use of the software itself.

E.1.9. Unless otherwise agreed, SUE will have the right to use third-party images, software and components, including open source software, when developing the On-Premise Software. After delivery, responsibility for proper compliance with relevant third-party licences when using the developed On-Premise Software lies with the Customer. Any costs associated with the licences, which are necessary to perform the Agreement, will be charged to the Customer. This will be specified in the Agreement.

Clause E.2.   Delivery and installation

E.2.1. If part of the Agreement, SUE will install and configure the On-Premise Software on the hardware, software and network environment to be designated by the Customer under the Customer's responsibility.

E.2.2. If SUE carries out installation as referred to in the preceding paragraph, the Customer will, at SUE's request, provide SUE's employees and auxiliary persons with all necessary access to the environment so as to enable installation, configuration, maintenance and adjustments of the On-Premise Software. At SUE's request, the Customer will also make its own employees available.

E.2.3. The choice, purchase and management of the hardware, software and network environment is solely and entirely the responsibility of the Customer. SUE will give instructions in terms of the desired configuration. If the designated environment does not meet SUE's requirements, SUE will not be responsible for any malfunctioning of the On-Premise Software.

E.2.4. SUE will inform the Customer of the system requirements upon request, but cannot under any circumstances be held responsible and liable for the functioning or malfunctioning of the delivered On-Premise Software on the systems of the Customer or any third party engaged by the Customer (including any hosting provider). In addition, SUE will not be obliged to make any modifications to the On-Premise Software so that it properly operates on the Customer's aforementioned systems. SUE will, however, assist in finding a suitable solution, in so far as it deems this to be reasonable. This is fully at SUE's discretion.

Clause E.3.   Acceptance

E.3.1. If the Parties have not agreed an acceptance test in the Agreement, the Customer will accept the On-Premise Software in the condition it is in at

the time of delivery ("as is, where is"), i.e. Including all visible and invisible errors and defects, without this affecting SUE's obligations as referred to in Clause 7 of this module. In such case, the On-Premise Software will be considered to have been accepted by the Customer upon delivery or, if the Parties agreed In Writing that the software was to be installed by SUE, upon completion of the installation.

E.3.2.   If an acceptance test has been agreed between the Parties, Clauses E.3.3 to E.3.10 of this module will apply.

E.3.3.   Where the General Terms and Conditions refer to "errors", this means any substantial non-compliance of the On-Premise Software with the functional or technical specifications of the software expressly communicated by SUE In Writing and, in the event that all or part of the On-Premise Software is custom software, with the functional or technical specifications expressly agreed In Writing. An error will only exist if the Customer can prove it and the error is also reproducible. The Customer is obliged to report any errors without delay. SUE will have no obligation whatsoever with regard to any flaws in the software other than errors within the meaning of the General Terms and Conditions.

E.3.4.   If an acceptance test has been agreed, the test period will be fourteen days after delivery or, if the Parties agreed In Writing that the software was to be installed by SUE, fourteen days after completion of the installation. During the test period, the Customer will not be entitled to use the On-Premise Software for productive or operational purposes. The Customer will carry out the agreed acceptance test with qualified personnel and with sufficient scope and depth.

E.3.5.   If an acceptance test has been agreed, the Customer will be obliged to test whether the delivered On-Premise Software complies with the functional or technical specifications expressly communicated by SUE In Writing and, if and to the extent that all or part of the On-Premise Software is custom software, with the functional or technical specifications expressly agreed In Writing.

E.3.6.   If data is used in testing on behalf of the Customer, the Customer will ensure that the use of such data is permitted for this purpose.

E.3.7.   The On-Premise Software will be considered accepted as between the Parties:

Clause a.   if the Parties agreed on an acceptance test: on the first day after the test period, or

Clause b.   if SUE receives a test report as referred to in Clause 3.8 of this module before the end of the test period: at the time when the errors listed in the test report are remedied, without prejudice to the

presence of errors which do not prevent acceptance according to Clause 3.9 of this module, or

Clause c.   if the Customer makes use of the On-Premise Software for productive or operational purposes: at the time when the software is put into such use.

E.3.8.   If, when the agreed acceptance test is carried out, the On-Premise Software is found to contain errors, the Customer will report the test results to SUE In Writing, clearly, in detail and comprehensibly, on or before the last day of the test period. SUE will endeavour to correct such errors to the best of its ability and within a reasonable time, with SUE being entitled to implement temporary solutions, workarounds or restrictions to avoid problems.

E.3.9.   The Customer is not permitted to refuse to accept the On-Premise Software for reasons unrelated to the specifications expressly agreed between the Parties In Writing or because of the existence of minor errors, these being errors that do not reasonably prevent the operational or productive use of the On-Premise Software, without this affecting SUE's obligation to correct such minor errors under the warranty provisions of Clause 7 of this module. Nor may acceptance be refused because of aspects of the On-Premise Software that can only be subjectively assessed, such as aesthetic aspects of user interfaces.

E.3.10.   If the On-Premise Software is delivered and tested in phases and/or parts, non-acceptance of a particular phase and/or part will not affect acceptance of a previous phase and/or another part.

E.3.11.   Acceptance of the On-Premise Software in one of the ways referred to in this clause will result in SUE being discharged of its obligations regarding the making available and delivery of the On-Premise Software and, if the Parties also agreed that SUE was to install the On-Premise Software, of its obligations regarding installation.

E.3.12.   Acceptance of the On-Premise Software will not affect the Customer's rights under Clause E.3.9 of this module regarding minor errors and Clause 7 of this module regarding the warranty.

Clause E.4.   Making available

E.4.1.   SUE will make the On-Premise Software available to the Customer within a reasonable time after entering into the Agreement.

E.4.2.   The Customer will return to SUE all copies of the On-Premise Software in its possession without delay after the Agreement has terminated. If it has been agreed that the Customer will destroy such copies upon termination of the Agreement, the Customer will notify SUE In Writing of such

destruction without delay. SUE will have no obligation upon or after termination of the Agreement to provide support with a view to any data conversion desired by the Customer.

Clause E.5. Changes to the On-Premise Software

E.5.1. Subject to any exceptions under mandatory law, the Customer will not be entitled to modify all or any part of the On-Premise Software without SUE's prior Written consent. SUE is entitled to refuse its consent or attach conditions to it. The Customer will bear the full risk of any changes made – with or without SUE's consent – by or on behalf of the Customer by third parties.

Clause E.6. Warranty

E.6.1. SUE will endeavour to correct any errors within the meaning of Clause E.3.3 of this module to the best of its ability and within a reasonable time if these are reported to SUE In Writing and in detail within a period of three months after delivery or, if an acceptance test has been agreed, within three months after acceptance.

E.6.2. SUE does not warrant that the On-Premise Software will be suitable for its actual and/or intended use. Nor does SUE warrant that the On-Premise Software will operate without interruption and/or that all errors will always be corrected. Corrections will be carried out free of charge, unless the On-Premise Software was developed on behalf of the Customer other than for a fixed price, in which case SUE will charge the costs of correction at its usual rates.

E.6.3. SUE may charge the costs of correction at its usual rates in the event of user errors or inexpert use by the Customer or other causes not attributable to SUE. The obligation to correct will lapse if the Customer makes any changes or has any changes made to the On-Premise Software without SUE's Written consent.

E.6.4. Correction of errors will be made at a location and in a manner to be determined by SUE. SUE is entitled to implement temporary solutions or workarounds or restrictions to avoid problems in the On-Premise Software.

E.6.5. SUE will in no event be obliged to recover any corrupted or lost data.

E.6.6. SUE will have no obligation of any kind or content in respect of errors reported after expiry of the warranty period referred to in Clause 6.1.

E.6.7. The Customer is aware that SUE has no control over the Customer's hardware and infrastructure on which the On-Premise Software is installed. SUE therefore gives no warranties regarding the availability of the hardware

or infrastructure, or the availability of the On-Premise Software due to any non-availability of the hardware and/or infrastructure.

Clause E.7. Knowledge of and compliance with US export controls

E.7.1. The Customer acknowledges and declares that it is familiar with US export control laws and export regulations, including without limitation the Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and the sanctions imposed by the Office of Foreign Assets Control (OFAC).

E.7.2. The Customer undertakes to comply with these laws and regulations and will not export, re-export or transfer, directly or indirectly, any goods, software, technology or services provided by SUE in violation of these laws and regulations.

E.7.3. The Customer is responsible for obtaining any necessary export licences or other government approvals that may be required for the performance of its obligations under this Agreement. SUE will not be liable for any violation of US export control laws by the Customer.

E.7.4. The Customer will provide SUE, upon request, with information and documentation reasonably necessary to ensure compliance with US export control laws.

E.7.5. Any breach of this clause by the Customer constitutes a material breach of this Agreement and entitles SUE to terminate the Agreement immediately without being liable for any damage arising from such termination.

Module F: On-Premise Software Maintenance and Support

The provisions set out in this "On-Premise Software Maintenance and Support" module apply in addition to Module A General if SUE performs Services in the field of maintenance of On-Premise Software and provides support with the use of On-Premise Software.

Clause F.1. Maintenance services

F.1.1. If agreed, SUE will perform maintenance for the On-Premise Software specified in the Agreement. The maintenance obligation includes correcting errors in the On-Premise Software within the meaning of Clause

E.3.3 and – only if agreed In Writing – the provision of new versions of the software in accordance with Clause F.2 in this module.

F.1.2.   The Customer will report in detail any errors found in the On-Premise Software. After receiving the report, SUE will, in accordance with its usual procedures, endeavour to correct errors and/or make improvements in subsequent new versions of the On-Premise Software to the best of its ability. Depending on the urgency and SUE's version and release policy, the results will be made available to the Customer in the manner and time frame to be determined by SUE. SUE is entitled to implement temporary solutions or workarounds or restrictions to avoid problems in the On-Premise Software. The Customer itself will install, set up, parameterise and tune the corrected On-Premise Software or the new version of the On-Premise Software made available to it and, if necessary, adjust the hardware and user environment used. SUE will in no event be obliged to correct any flaws other than those referred to in this clause. If SUE is willing to carry out remedial activities in respect of any such other flaws, it is entitled to charge a separate fee for this.

F.1.3.   The provisions of Clauses 7.3 and 7.4 in Module E apply mutatis mutandis.

F.1.4.   If SUE performs maintenance online, the Customer will ensure proper and adequately secured infrastructure and network facilities in a timely manner.

F.1.5.   The Customer will provide all such cooperation as SUE may require for the maintenance work, including temporarily ceasing use of the On-Premise Software and making backups of all data.

F.1.6.   If maintenance relates to On-Premise Software which SUE did not supply to the Customer, the Customer will make available the source code and technical (development) documentation for the On-Premise Software (including data models, designs, change logs and similar), if SUE considers this to be necessary or desirable for the maintenance work. The Customer warrants that it is entitled to provide same. The Customer grants SUE the right to use and modify the software, including the source code and technical (development) documentation, for the purpose of carrying out the agreed maintenance work.

Clause F.2.   New versions of On-Premise Software

F.2.1.   Maintenance will include the making available of new versions of the On-Premise Software only if and to the extent that this has been agreed In Writing. If maintenance includes the making available of new versions of the On-Premise Software, this will be at SUE's discretion.

F.2.2.   Three months after an improved version was made available, SUE will no longer be obliged to correct any errors in the previous version or to provide support and/or maintenance in relation to a previous version.

F.2.3.   SUE may require that the Customer enter into a further Written Agreement with SUE and that a further fee be paid for the supply of a version with new functionality. SUE may take functionality from a previous version of the On-Premise Software unchanged, but does not warrant that each new version will contain the same functionality as the previous version. SUE is not obliged to maintain, modify or add any particular features or functionalities of or to the On-Premise Software specifically for the Customer.

F.2.4.   SUE may require that the Customer adapt its system (hardware, web browser, software and similar) as necessary for the proper functioning of a new version of the On-Premise Software.

Clause F.3.   Support services

F.3.1.   If SUE's services under the Agreement also include support to users and/or administrators of the On-Premise Software, SUE will advise on the use and operation of the On-Premise Software as specified in the Agreement online, by telephone or by e-mail. The Customer will describe any reports for support purposes as fully and in as much detail as possible, so that SUE is given the opportunity to respond adequately. SUE may set conditions on how to submit those reports, and in terms of qualifications and the number of people eligible for support. SUE will consider properly substantiated requests for support within a reasonable time in accordance with its usual procedures. SUE does not warrant the accuracy, completeness or timeliness of responses or support offered. Support will be provided during SUE's usual Office Hours.

F.3.2.   If SUE's services under the Agreement include the provision of "standby Services", SUE will keep one or more staff members available on the days and at the times specified in the Agreement. In such case, the Customer will be entitled to call on the support of the available staff members in case of urgency if there is any serious breakdown, error or other serious flaw in the functioning of the On-Premise Software. SUE does not warrant that this will be resolved in a timely manner.

F.3.3.   Maintenance and the other agreed Services as referred to in this module will be performed as of the day on which the Agreement is entered into, unless the Parties have agreed otherwise In Writing.

Clause F.4. Fee

F.4.1. In the absence of an expressly agreed payment schedule, all amounts relating to maintenance of On-Premise Software and the other Services specified in the Agreement as referred to in this module will be payable yearly in advance.

F.4.2. Amounts relating to maintenance of the On-Premise Software and the other Services specified in the Agreement as referred to in this module will be due from the start of the Agreement. The fee for maintenance and other Services will be due regardless of whether the Customer is using or has put the On-Premise Software into use or uses the option to receive maintenance or support.

Module G: Data Processing Agreement

This module, which as part of the General Terms and Conditions serves as a Data Processing Agreement within the meaning of Article 28(3) GDPR, is applicable insofar as SUE (hereinafter referred to in this Module G as the "Processor") processes Personal Data on behalf of the Customer (hereinafter referred to in this Module G as the "Controller") as part of the provision of Services under the Agreement.

Clause G.1. Applicability

G.1.1. If definitions are used, written with a capital letter and corresponding to the definitions in the GDPR, these definitions have the same meaning.

G.1.2. The Processing of Personal Data is subject to the GDPR, the Dutch GDPR Implementation Act (Uitvoeringswet AVG; "UAVG") and related legislation.

G.1.3. The natural persons who actually use the Processor's Services under the Agreement and their representatives, if any, are referred to hereinafter as the "Data Subjects".

G.1.4. If the Processor is engaged by another Processor to Process Personal Data in specific cases, the Processor qualifies as a subprocessor (hereinafter the "Subprocessor"). In such case, the provisions of this Data Processing Agreement will continue to apply in full to the Parties.

G.1.5. This Data Processing Agreement, and in particular the security measures it contains, may be amended from time to time by the Processor to reflect changing circumstances. The Processor will notify the Controller of significant adjustments.

Clause G.2.   Subject matter

G.2.1.   The Processor will Process Personal Data only on behalf and under the responsibility of the Controller. Processing will occur solely in connection with the performance of the Agreement, plus those purposes reasonably related to it or determined by further agreement.

G.2.2.   The Personal Data Processed by the Processor under the Agreement and the categories of Data Subjects from whom the data originates are set out in Appendix I.

G.2.3.   The Processor will Process Personal Data provided by or through the Controller carefully and in accordance with the GDPR.

G.2.4.   The Processor may use Personal Data for quality purposes, such as surveying Data Subjects. The Processor may use anonymised Personal Data for its own purposes at any time.

G.2.5.   The Parties will inform each other as soon as possible about relevant changes in the Processing of Personal Data.

G.2.6.   Under no circumstances does the Processor acquire ownership of the Personal Data Processed by the Processor on behalf of the Controller.

G.2.7.   Any limitation of liability in the General Terms and Conditions applies mutatis mutandis to this Data Processing Agreement.

Clause G.3.   Obligations of the Parties

G.3.1.   Each Party assumes responsibility for its own obligations under the GDPR and other applicable privacy and data protection laws and regulations.

G.3.2.   The Processor will inform the Controller, at its request, of the measures it has taken regarding its obligations under this Data Processing Agreement. The Processor is entitled to refuse requests if, in its opinion, they are unreasonable.

G.3.3.   The Controller warrants that the content, use and instructions for the Processing of Personal Data will not be unlawful and will not infringe rights of third parties and indemnifies the Processor against any third-party claims in this regard.

G.3.4.   The Processor's obligations arising from this Data Processing Agreement also apply to those who Process Personal Data under the Processor's authority, including but not limited to employees, in the broadest sense.

G.3.5.   The Processor must promptly notify the Controller if, in its opinion, an instruction violates the GDPR or any other Union or Member State data protection law.

G.3.6.   Where this is within its power, the Processor will provide assistance to the Controller for the purposes of the obligations in Articles 32 to 36 GDPR.

G.3.7.   In the case of legally required Processing, the Processor will notify the Controller of this legal requirement prior to the Processing, unless such legislation prohibits such notification.

G.3.8.   The Processor is entitled to charge the Controller for all costs reasonably incurred in fulfilling the obligations under this clause.

Clause G.4.   Security

G.4.1.   The Processor must implement the technical and organisational security measures described in the General Terms and Conditions and in Appendix C. In implementing the technical and organisational security measures, the Processor has taken into account the state of the art, the costs of implementation of the security measures, the nature, scope and context of the Processing operations, the purposes and intended use of the Services, the Processing risks and the risks of varying likelihood and severity for the rights and freedoms of Data Subjects that it could expect given the intended use of its products and services.

G.4.2.   The Processor will endeavour to ensure that the security measures it is to implement are appropriate for the use of the product or service intended by the Controller.

G.4.3.   In the Controller's opinion, taking into account the factors set out in this clause, the security measures described provide a level of security appropriate to the risk of Processing the Personal Data it uses or provides.

G.4.4.   The Processor may make changes to the security measures in place if, in its opinion, this is necessary to continue to provide an appropriate level of security. The Processor will notify the Controller of significant changes In Writing.

Clause G.5.   Personal Data breaches

G.5.1.   The Controller is at all times responsible for reporting a Personal Data breach ("Data Breach") to the relevant Supervisory Authority and/or Data Subjects.

G.5.2.   The Processor does not warrant that the security measures are effective under all circumstances. If the Processor discovers a Data Breach, it will notify the Controller without unreasonable delay and no later than 48 hours after becoming aware of the Data Breach.

G.5.3.   To the extent that this information is known, the reporting requirement includes at least:

Clause a.   the nature of the Data Breach;

Clause b.   the categories of Data Subjects and Personal Data;

Clause c.	the number of Data Subjects and Personal Data;
Clause c.	the number of Data Subjects and Personal Data;
Clause d.	the name and contact details of the data protection officer or other contact point where more information can be obtained;
Clause e.	the likely consequences of the Data Breach; and
Clause f.	the measures proposed or taken by the Processor to remediate the Data Breach and mitigate its possible adverse effects.

G.5.4.   Notification will be made to the Controller's contact person listed in Appendix III.

G.5.5.   The Processor will provide the Controller with all reasonably required support in complying with the Controller's duty to report to the relevant Supervisory Authority and/or Data Subjects whose Personal Data has been leaked. The associated costs are to be borne by the Controller.

G.5.6.   Under no circumstances will the Processor report to the relevant Supervisory Authority and/or the Data Subjects whose Personal Data has been leaked or be otherwise responsible for making the report.

Clause G.6.   Confidentiality

G.6.1.   The Personal Data Processed by the Processor must always be considered confidential information. Such information will therefore be subject to the duty of confidentiality as provided in Clause A.8 of these General Terms and Conditions.

Clause G.7.   Rights of Data Subjects

G.7.1.   In the event that a Data Subject makes a request to the Processor to exercise his/her legal rights (Articles 15-23 GDPR), the Processor will forward the request to the Controller and the Controller will further process the request. The Processor may notify the Data Subject.

G.7.2.   if the Controller so requests, the Processor must cooperate by means of appropriate technical and organisational measures in handling requests from Data Subjects to the extent possible and reasonable. The Processor may charge the Controller reasonable costs for this.

Clause G.8.   Subprocessors

G.8.1.   The Processor may use Subprocessors for the purposes of this Data Processing Agreement. The Controller gives express consent to the Subprocessors listed in Appendix II.

G.8.2. If the Processor wishes to engage a new Subprocessor, the Processor must notify the Controller in writing. The Controller may object In Writing within two weeks of the announcement if the use of a specific reported Subprocessor is unacceptable to it. The Parties will then consult to reach a solution.

G.8.3. The Processor will impose on the Subprocessors it engages the same obligations as have been agreed between the Controller and the Processor.

Clause G.9. Audit

G.9.1. The Controller has the right to have audits performed by an independent certified third party bound by confidentiality to verify all aspects of the Data Processing Agreement. The Controller's investigation will always be limited to verifying compliance with the agreements regarding Processing of the Personal Data as set out in this Data Processing Agreement and the Processor's systems used for such Processing.

G.9.2. This audit may take place once every twelve (12) months as well as in the event of a concrete suspicion of misuse of Personal Data. This suspicion must be substantiated by the Controller in sufficiently concrete terms.

G.9.3. The Controller will announce the audit at least four (4) weeks in advance of its taking place and will ensure that the audit disrupts the Processor's business operations as little as possible. The exact date and time of the audit will be mutually agreed upon by the Parties.

G.9.4. The Processor will cooperate in the audit and provide all information reasonably relevant to the audit, including supporting data such as system logs, and employees as soon as possible.

G.9.5. The findings resulting from the audit conducted will be reviewed by the Processor and may, at the Processor's sole discretion and in the manner determined by the Processor, be implemented by the Processor. The Processor will bear the costs of these measures unless the Controller expressly requests them.

G.9.6. The cost of the audit are to be borne by the Controller. The Processor is entitled to charge the Controller for all costs related to this audit.

Clause G.10. Transfer of Personal Data

G.10.1. The Processor may Process Personal Data in countries within the European Economic Area ("EEA"). The Processor may also transfer Personal Data to a country outside the EEA, provided that such country ensures an adequate level of protection and it complies with its other obligations under this Data Processing Agreement and the GDPR.

G.10.2.   Upon request, the Processor will notify the Controller of the country or countries involved. At the request of the Controller, the Processor will provide information regarding the existence of a transfer mechanism as referred to in Chapter 5 GDPR.

Clause G.11.   Term and termination

G.11.1.   This Data Processing Agreement will take effect on the date the Agreement is signed. This Data Processing Agreement will last until the Agreement ends and in any case for as long as the Processor acts under the GDPR in connection with the Personal Data provided by the Controller. This Data Processing Agreement cannot be terminated in the interim.

G.11.2.   In the event of termination of the Data Processing Agreement, the Processor will return to the Controller within a reasonable period of time all Personal Data in its possession and received from the Controller, or erase or destroy the Personal Data. The reasonable costs involved are to be borne by the Controller.

G.11.3.   The provisions of the previous paragraph will not apply if a statutory provision prevents the Processor from deleting or returning all or part of the Personal Data. In such a case, the Processor will continue to process the Personal Data only to the extent necessary under its legal obligations.

Clause G.12.   Miscellaneous

G.12.1.   This Data Processing Agreement is an integral part of the Agreement. All rights and obligations under the Agreement, including the applicable General Terms and Conditions and/or limitations of liability, therefore also apply to the Data Processing Agreement.

Appendix I: Specification of Personal Data and Data Subjects

Categories of Data Subjects and Personal Data for different purposes
Within the framework of the Data Processing Agreement, the Processor may Process the following (special) Personal Data from the categories of Data Subjects mentioned above, on behalf of the Controller. Depending on what is agreed in the Agreement, the following categories of Data Subjects and Personal Data are applicable.

Service: secondment	
Categories of data subjects whose personal data is processed	- Seconded employees of SUE - Customer contacts - Any end users if applicable
Categories of personal data processed	**Identification data**: name, position, employee number, e-mail address, phone number **Address details**: business address, work address **Financial data**: salary information (for invoicing), bank account number (if needed for payments) **Work-related information**: time records, project information, assessment reports, certifications **IT data**: login details, IP address, access logs (if applicable when using customer networks)
Purpose(s) for which the personal data is processed on behalf of the controller	**Performance of the secondment agreement**: managing the deployment of seconded employees **Invoicing and payroll**: recording hours worked and processing payments **Project and work management**: assignment to projects, reports, evaluations **Access management and IT security**: management of login details and monitoring of access to customer networks if applicable
Retention periods	- Personal data will not be kept longer than necessary for the performance of the secondment and compliance with legal obligations. **Time records and invoicing data**: 7 years (in accordance with tax retention requirements)

	• **Personal data of seconded employees**: up to 2 years after the end of the assignment, unless legal obligations require a longer period • **IT data (if applicable)**: as long as needed for security and access management, typically up to 6 months after the end of deployment

Service: Professional Services	
Categories of data subjects whose personal data is processed	• Customer employees involved in the performance of the services • Customer contacts • Any end users if applicable
Categories of personal data processed	• **Identification data**: name, position, employee number, e-mail address, phone number • **Address details**: business address, work address • **Financial data**: salary information (for invoicing on secondment), bank account number (if needed for payments) • **Work-related information**: time records, project information, assessment reports, certifications • **IT data**: login details, IP address, access logs (if applicable when using customer networks) • **System and service log data**: relevant logging and monitoring of data for managed services
Purpose(s) for which the personal data is processed on behalf of the controller	• **Performance of services**: managing staff deployment, executing projects and managing managed services environments • **Invoicing and payroll**: recording hours worked and processing payments • **Project and work management**: assignment to projects, reports, evaluations • **Access management and IT security**: management of login details and monitoring of access to customer networks if applicable • **Monitoring and optimisation of managed services**: including proactively managing and securing IT infrastructures

Retention periods	• Personal data will not be kept longer than necessary for the performance of services and compliance with legal obligations. • **Time records and invoicing data**: 7 years (in accordance with tax retention requirements) • **Personal data of employees and customer contacts**: up to 2 years after the end of the assignment, unless legal obligations require a longer period • **IT and service log data**: for as long as necessary for security and optimisation purposes, typically up to 12 months after termination of services

Service: Software as a Service	
Categories of data subjects whose personal data is processed	• Customer employees involved in the performance of the services • Customer contacts • End users of the SaaS service
Categories of personal data processed	• **Identification data**: name, position, employee number, e-mail address, phone number • **Address details**: business address, work address • **Financial data**: salary information (for invoicing on secondment), bank account number (if needed for payments) • **Work-related information**: time records, project information, assessment reports, certifications • **IT data**: login details, IP address, access logs (if applicable when using customer networks) • **System and service log data**: relevant logging and monitoring of data for managed services and SaaS • **User activity**: interactions within the SaaS service, usage patterns, error messages
Purpose(s) for which the personal data is processed on behalf of the controller	• **Performance of services**: managing staff deployment, executing projects and managing managed services environments • **Invoicing and payroll**: recording hours worked and processing payments • **Project and work management**: assignment to projects, reports, evaluations

	- **Access management and IT security**: management of login details and monitoring of access to customer networks and SaaS platforms - **Monitoring and optimisation of managed services and SaaS**: including proactively managing and securing IT infrastructures - **User support and troubleshooting**: helping end users with technical problems within SaaS - **Product improvement and statistical analysis**: optimisation of the SaaS service based on usage data
Retention periods	- Personal data will not be kept longer than necessary for the performance of services and compliance with legal obligations. - **Time records and invoicing data**: 7 years (in accordance with tax retention requirements) - **Personal data of employees and customer contacts**: up to 2 years after the end of the assignment, unless legal obligations require a longer period - **IT and service log data**: for as long as necessary for security and optimisation purposes, typically up to 12 months after termination of services - **SaaS service usage data**: for as long as required for performance analysis and improvement, typically up to 6 months after termination of the agreement - **Support and incident data**: support requests, technical logs and error messages for on-premise software

Service: On-Premise Software	
Categories of data subjects whose personal data is processed	- Customer employees involved in the performance of the services - Customer contacts - End users of the SaaS service and on-premise software
Categories of personal data processed	- **Identification data**: name, position, employee number, e-mail address, phone number - **Address details**: business address, work address

	- **Financial data**: salary information (for invoicing on secondment), bank account number (if needed for payments) - **Work-related information**: time records, project information, assessment reports, certifications - **IT data**: login details, IP address, access logs (if applicable when using customer networks) - **System and service log data**: relevant logging and monitoring of data for managed services, SaaS and on-premise software - **User activity**: interactions within the SaaS service or on-premise software, usage patterns, error messages - **Support and incident data**: support requests, technical logs and error messages for on-premise software
Purpose(s) for which the personal data is processed on behalf of the controller	- **Performance of services**: managing staff deployment, executing projects and managing managed services environments - **Invoicing and payroll**: recording hours worked and processing payments - **Project and work management**: assignment to projects, reports, evaluations - **Access management and IT security**: management of login details and monitoring of access to customer networks, SaaS platforms and on-premise software - **Monitoring and optimisation of managed services, SaaS and on-premise software**: including proactively managing and securing IT infrastructures - **User support and troubleshooting**: helping end users with technical problems within SaaS and on-premise software - **Product improvement and statistical analysis**: optimisation of the SaaS service and on-premise software based on usage data
Retention periods	- Personal data will not be kept longer than necessary for the performance of services and compliance with legal obligations. - **Time records and invoicing data**: 7 years (in accordance with tax retention requirements)

	Personal data of employees and customer contacts: up to 2 years after the end of the assignment, unless legal obligations require a longer period **IT and service log data**: for as long as necessary for security and optimisation purposes, typically up to 12 months after termination of services **Usage data of the SaaS service and on-premise software**: for as long as required for performance analysis and improvement, typically up to 6 months after termination of the agreement **Support and incident data**: up to 12 months after a support ticket is closed, unless longer retention periods are required for audit or compliance purposes

The Controller warrants that the Personal Data and categories of Data Subjects described in this Appendix 1 are complete and accurate, and indemnifies the Processor against any defects and claims resulting from an incorrect representation by the Controller.

Appendix II: Subprocessors

Specification of Subprocessor

Name of Subprocessor	Description of the nature of processing operations	Processing outside the EEA (Yes/No)	Other information
Newbase Online	ERP/CRM system	No	
Twinfield	Bookkeeping and administration	No	
Google Workspace	E-mail, calendar and files	No	
Amazon Web Services	Cloud infrastructure for all products and services	No	

Appendix III: Security Measures

Organisational measures

- **ISO 27001 certification**: SUE maintains a certified Information Security Management System (ISMS) and conducts regular audits to ensure compliance.
- **ISO 9001 certification**: SUE operates in accordance with standardised quality management processes to ensure consistent and safe services.
- **Access Management Policy**: Employees are given access to personal data and systems only on a need-to-know and least privilege basis.
- **Security awareness training**: Periodic employee training and awareness campaigns on data protection and security procedures.
- **Incident management**: Established procedures for identifying, reporting and handling security incidents.
- **Business Continuity and Disaster Recovery**: Regularly tested continuity and recovery plans to ensure availability of systems and data.

Technical measures

- **Encryption of data**: Personal data is stored and transmitted encrypted with at least AES-256 and TLS 1.2+.
- **Authentication and access control**: Multi-Factor Authentication (MFA) and Role-Based Access Control (RBAC) are applied for access to systems.
- **Logging and monitoring**: Advanced monitoring of systems and logging of access and processing activities to detect suspicious activity.
- **Network security**: Firewalls, network segmentation, network authentication to prevent unauthorised access.
- **Patch and update policy**: Regular software updates and security patches are implemented to address vulnerabilities.
- **Endpoint security**: Use of antivirus software, endpoint detection & response (EDR) and device management to protect end-user devices.

Physical security measures

- **Data centre security**: Servers and infrastructure are hosted in ISO 27001-certified data centres with 24/7 monitoring and access controls.
- **Secure office spaces**: Restricted physical access to offices and server rooms through access control systems.
- **Secure destruction of data carriers**: Physical and digital data carriers are destroyed according to established procedures to prevent data breaches.

Processor and supplier management

- **Contractual security requirements**: All subprocessors must meet SUE's security standards and be contractually bound by data protection requirements.
- **Regular security audits**: SUE periodically reviews the security measures of its subprocessors.
- **Assessment of new suppliers**: Before a supplier is engaged, a thorough security evaluation is conducted.

Security in the event of processing outside the EEA

If personal data is processed outside the European Economic Area (EEA), the following additional measures will be taken:

- **Standard Contractual Clauses (SCCs)** in accordance with the GDPR.
- **Encryption and pseudonymisation** of data to minimise risks.
- **Continuous monitoring of security measures** of international subprocessors.