

General Purchase Conditions IT & Systems

General Provisions

Schiphol Nederland B.V.

January 2021

GPCITS-JAN2021

These Conditions are registered with the Chamber of Commerce
in Amsterdam

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Article 1 Definitions

1.1 The following definitions apply to these Terms and Conditions:

Acceptance	The approval of SNBV of the performance under the Agreement.
Acceptance Test	The test conducted to demonstrate that the performance meets the agreed specifications, as well as that it has the properties guaranteed under the Agreement.
Affiliated Companies	Schiphol Telematics B.V., Schiphol Real Estate B.V., Eindhoven Airport N.V., N.V. Lelystad Airport, Rotterdam Airport B.V and all other companies associated to SNBV in accordance with the provisions of Section 2:24a of the Dutch Civil Code.
Agreement	The agreement signed by SNBV and the Other Party setting out the agreed terms for the supply of services and/or goods.
Code of conduct	The rules that apply to the employees of SNBV containing rules of conduct, and of which an up-to-date version is published on www.schiphol.nl .
Conversion	The set of measures and activities aimed at the transition from the current working method to a new working method with regard to data provision and data processing, whereby use is made of the Hardware and/or Software.
Custom Software	Software specifically developed for SNBV, including the associated Documentation and Materials.
Data	All data, information, instructions and any documentation, including all intellectual properties therein, which are subject to the Agreement.
Data Processing Agreement	The agreement specifying, in the case of processing done by a processor, matters such as the subject matter and duration of the processing, the nature and purpose of the processing, the types of personal data and the categories of data subjects and the rights and obligations of the controller.
Documentation	The description of the functionality and the user options of the Hardware and/or Software, provided by the Other Party, whether or not contained in the Software or in separate books or other data carriers.
General Provisions	This part of the Terms and Conditions.
Hardware	The Hardware described in the Agreement delivered or to be delivered by the Other Party, along with corresponding Documentation and Materials.
Implementation	Putting the Software into the Hardware, the cloud or other hardware indicated by SNBV and, where necessary, modifying that hardware or the Software respectively in such a way that the Software functions in accordance with the agreed specifications, including Conversion.
Improved Version	An amended version of the Software or System Software, also referred to as an 'update', in which problems are resolved or the logical coherence is improved.

Maintenance	Maintenance of the Hardware and/or the Software as detailed in the Agreement and/or in the SLA or in another manner.
Materials	The auxiliary materials required for the use, Maintenance, the installation, Implementation and modification of the Hardware and/or Software, such as cables, smart cards and physical data carriers on which Software is supplied.
New Version	A changed and/or improved version, also referred to as a 'release', of the Software or System Software, which then modifies its functionality.
Offer	A document that is prepared at the request of SNBV, containing a specified offer for an intended Agreement.
Parties	SNBV and the Other Party (a Party SNBV or Other Party).
Personnel	The staff members, auxiliary personnel and/or other third parties to be deployed by the Other Party for the performance of the Agreement and who will work under its responsibility.
Schiphol Data	Data originating from Schiphol or Data supplied by third parties for the benefit of Schiphol.
Schiphol Regulations	The rules that apply to anyone at the airport, and of which an up-to-date version is published on www.schiphol.nl .
Security Annex	An appendix to the Agreement including all cyber security measures that the Other Party has to take for the performance of the Agreement.
SLA	Service Level Agreement; a technical and detailed specification of the services to be provided pursuant to an Agreement, as well as for every specified element of these services, the requirements of which must be met by that specific element in particular.
SNBV	The private limited liability company Schiphol Nederland B.V.
Software	Computer programmes with associated Documentation and Materials for which the Other Party has granted SNBV a User Right on the basis of an Agreement. Software also refers to System Software, Custom Software, software improved or changed by or on behalf of SNBV, as well as New Versions and Improved Versions.
Special Provisions	The provisions in the Special Provisions - Software, Special Provisions - Hardware, Special Provisions - SaaS, Special Provisions - Housing and Hosting and the Special Provisions - Professional Services.
Supplier's Code	The rules that apply to the Suppliers of SNBV which include guidelines on subjects such as integrity and corporate responsibility, and of which an up-to-date version is published on www.schiphol.nl .

System Software	The operating software described in the Agreement that is used in combination with the Hardware, including the associated Documentation. System Software also refers to other auxiliary software made available by the Other Party.
Terms and Conditions	These General Purchase Conditions IT & Systems (GPCITS-JAN2021), consisting of the General Provisions and the Special Provisions.
The Other Party	The natural person or legal entity who is SNBV's opposite party in an Offer or Agreement.
TPM	Third-Party Announcement or Third-Party Memorandum; a statement issued by an independent audit party on the quality of the Other Party's IT services.
Working days	Calendar days, with the exception of weekends and generally acknowledged Dutch national holidays, on which the agreed work will be done between 8 a.m. and 6 p.m.

- 1.2 In this Agreement, 'written' is taken to mean any message that is sent by letter, fax or e-mail by the authorised representative of the relevant Party. Notifications regarding termination of the Agreement and liability claims may only be sent by letter or registered letter. If the Agreement does not mention a representative, all written communications must then be sent to procurement@schiphol.nl.

Article 2 Applicability

- 2.1 These Terms and Conditions, comprising the General Provisions and the Special Provisions made applicable by the Agreement, apply to all Offers of and Agreements with the Other Party in the course of which SNBV acts as the purchaser of goods and/or services. If no Special Provisions are declared applicable in the Agreement, without these being explicitly excluded, all Special Provisions will be deemed to apply.
- 2.2 Deviations from these Terms and Conditions will apply only insofar as agreed in writing.
- 2.3 The general terms and conditions of the Other Party or third parties, however described, are inapplicable.
- 2.4 If one or more provisions of these Terms and Conditions appear to be void, are nullified or otherwise lose their legal validity, the other provisions of these Terms and Conditions will remain in force, insofar as this is in accordance with the purport of these Terms and Conditions. The Parties will subsequently consult each other about the aforementioned provisions in order to come to an alternative arrangement, thereby preserving the purpose and purport of these Terms and Conditions.

Article 3 The conclusion and contents of the Agreement

- 3.1 The Agreement is concluded by a written record of the arrangements made, signed by both parties.
- 3.2 SNBV does not owe the Other Party any costs in connection with the Offers it has asked for.
- 3.3 The Agreement and its associated appendices and these Terms and Conditions form all arrangements made between SNBV and the Other Party.
- 3.4 The most recent version of the Schiphol Regulations forms an integral part of the Agreement. If a new version of the Schiphol Regulations is published, the version of the Schiphol Regulations applicable up to that point will lapse and the new version will immediately form an integral part of the Agreement.
- 3.5 The Agreement is concluded between the Parties referred to in the opening sentences of the Agreement. During the course of the Agreement and at the request of SNBV, one or more Affiliated Companies may participate as party to the Agreement, or conclude an agreement with the Other Party under the same conditions as the Agreement. In that case, where the Terms and Conditions refer to the name of SNBV should also be read the name of the Affiliated Company in question.

Article 4 Prices

- 4.1 The agreed prices are fixed, quoted in euros and inclusive of all taxes and levies, e.g. import and export duties, and all other costs, but are exclusive of VAT.
- 4.2 Prices may only be increased if such is explicitly provided for in the Agreement. If the possibility of a price change is agreed on, this cannot be invoked for orders already placed by SNBV. Any price change provided for in the Agreement must always be explicitly agreed in writing.
- 4.3 The Other Party is obliged to use a transparent price calculation and to make this accessible for SNBV.

Article 5 Payment conditions and claims

- 5.1 Payment is made thirty calendar days after SNBV has received an invoice that has been correctly drawn up and following SNBV's approval of the delivery by having notified the Other Party thereof in writing.
- 5.2 The Other Party is obliged to quote the purchase order number and the order position number on the invoice and corresponding documentation.
- 5.3 SNBV exceeding a payment term does not give the Other Party the right to suspend or terminate its performances. The Other Party is only entitled to suspend the Agreement if SNBV continues to remain in default after thirty calendar days of receiving a written notice of default. The Other Party is entitled to terminate the Agreement if SNBV continues to remain in default three months after the suspension went into effect.
- 5.4 If the Other Party fails to fulfil any obligation pursuant to the Agreement or these Terms and Conditions or fails to do so in full, or if Acceptance has not yet taken place, SNBV is entitled to suspend payment to the Other Party under this Agreement.
- 5.5 Payment by SNBV does not in any way constitute a waiver of rights.
- 5.6 SNBV is at all times entitled to set off the amounts it owes the Other Party against claims it may have against the Other Party for whatever reason.
- 5.7 A claim of the Other Party against SNBV must have been brought within one year of the claim arising.

Article 6 Access to SNBV

- 6.1 If, for the performance of the Agreement, the Other Party needs access to the grounds and buildings of SNBV, the Other Party first has to familiarise itself with the situation in the airport area and the buildings of SNBV where the agreed performance must be undertaken. Any costs of a delay in the performance of the Agreement caused by circumstances as referred to in this paragraph are at the expense and risk of the Other Party.
- 6.2 The Other Party and its Personnel must familiarise themselves with the instructions and (statutory) regulations applicable in the airport area and in the buildings of SNBV, including in any event the Schiphol Regulations and all associated appendices and conditions referred to therein, and to act accordingly. SNBV will make a free copy of the prevailing instructions, conditions and regulations available at the Other Party's request.
- 6.3 The Other Party is responsible for its Personnel to carry required proof of access in the airport area and in the buildings of SNBV, in accordance with the applicable regulations. The Other Party is responsible for a timely request of the necessary documents and any safety inspections. Any costs are to be borne by the Other Party.
- 6.4 The Other Party ensures that its Personnel can identify themselves at the request of SNBV and can show that they are working for the Other Party or on its behalf. SNBV may deny anyone access to one of its locations.
- 6.5 If a person who was or is a member of the Other Party's staff and who visits SNBV sites in this capacity, and no longer works for or will no longer work for the Other Party for whatever reason, the Other Party will immediately notify the SNBV contact person accordingly.

Article 7 Delivery and/or execution

- 7.1 Delivery is also taken to mean a partial delivery and the delivery of all associated Documentation.

- 7.2 Deliveries that deviate from the arrangements made, both in terms of duration and scope, require SNBV's written approval. If a delivery is made without SNBV's written approval, SNBV is entitled to return the delivery in question at the Other Party's expense.
- 7.3 The Other Party must immediately inform SNBV in writing of any circumstance that prevents the performance from being carried out, being carried out on time or being carried out properly. Such notification does not affect the arrangements made in the Agreement. In that case, SNBV is entitled to carry out repair or replacement work, or instruct others to do so. The costs ensuing from this are to be borne by the Other Party.
- 7.4 The Other Party is at all times responsible for and attends to the Personnel to be deployed for the agreed performance. The Personnel will meet the special requirements attached by SNBV, and in the absence thereof, the general requirements of craftsmanship and expertise.
- 7.5 If in the opinion of SNBV, the Personnel is insufficiently qualified, SNBV is entitled to demand this Personnel to be removed and the Other Party is then obliged to replace them immediately in accordance with the provisions of paragraph 4 of this Article.
- 7.6 Delivery and/or execution is done on Working days. If necessary in exceptional cases, delivery and/or execution may take place outside office hours, subject to prior approval of SNBV.
- 7.7 The Parties are at all times obliged to give each other full cooperation and all the details and information required or useful for the execution of the agreed Performance.
- 7.8 The Other Party will not disrupt SNBV's business continuity through its activities. If deemed necessary for the implementation of the activities, the Other Party will start its activities after having received prior written approval from SNBV.
- 7.9 The delivery of goods takes place on the basis of delivery duty paid (DDP, Incoterms, most recent edition, issued by the International Chamber of Commerce in Paris) at the agreed delivery location.
- 7.10 The goods to be delivered must be accompanied by a packing list. The packing list must quote the order number of SNBV, as well as the item numbers, quantities and descriptions.
- 7.11 Goods are deemed to have been delivered only when SNBV has signed to confirm receipt.
- 7.12 If SNBV requests the Other Party to postpone delivery, the Other Party will ensure that the goods, properly packed and clearly showing that they are intended for SNBV, are stored, protected and insured at SNBV's expense.

Article 8 Subcontracting

- 8.1 For the performance of the Agreement, the Other Party may use the services of third parties subject to SNBV's written consent, which consent will not be unreasonably withheld. SNBV is entitled to attach conditions to that consent.
- 8.2 Any consent granted by SNBV does not affect the responsibility and liability of the Other Party for the fulfilment of the obligations to which it is subject under the Agreement, these Terms and Conditions and the obligations to which it is subject as an employer under tax and social insurance legislation.

Article 9 Acceptance and Acceptance Test

- 9.1 SNBV opening the package of delivered goods or breaking the seal affixed thereto, will never imply its Acceptance thereof.
- 9.2 SNBV may not refuse the Acceptance if the delivery meets the agreed requirements or only contains minor defects that do not affect its use. The Other Party guarantees to rectify any such defects with due rapidity following the Acceptance.
- 9.3 The Parties may agree on an Acceptance Test being carried out. The Other Party will render its full cooperation to the Acceptance Test. The Acceptance Test is described separately in the Agreement.
- 9.4 If no Acceptance Test has been agreed on, SNBV will notify the Other Party in writing of its decision as to whether or not it accepts the delivery within two weeks of delivery. If the Other Party has not received any written notification from SNBV within that period, it is not a reason to conclude that SNBV has accepted the delivery. If SNBV has started to use the delivery, SNBV is deemed to have accepted the delivery.

Article 10 Ownership

- 10.1 Ownership of the goods transfers from the Other Party to SNBV no later than the moment of delivery, without prejudice to the right of SNBV to reject the goods in accordance with Article 9. If goods are rejected, the risk and ownership are deemed to have never transferred to SNBV.
- 10.2 The Other Party guarantees that the goods are not encumbered with any third-party rights.
- 10.3 The Other Party cannot reserve any intellectual property rights on the goods delivered to SNBV.
- 10.4 If SNBV makes goods, data and other documentation available to the Other Party, the relevant rights of ownership remain vested in SNBV.
The Other Party will handle the goods made available to it with due care and will mark and identify the goods made available as the property of SNBV. The goods, data and other documents made available to the Other Party will be returned at SNBV's first request.
- 10.5 The Other Party will not use the goods, data and other documentation, as referred to in paragraph 4 of this Article, or make them available for use for any purpose other than the agreed performance unless SNBV has granted its prior written consent to this.

Article 11 Documentation

- 11.1 The Other Party will make the Documentation available to SNBV within the agreed term.
- 11.2 The Documentation provides a correct, complete and detailed description of the Hardware to be delivered or the Software to be made available by the Other Party or the Maintenance thereof.
- 11.3 SNBV is entitled to copy the Documentation for its own use.
- 11.4 The Documentation will be drawn up in the Dutch or English language.
- 11.5 During the agreed warranty period, the Other Party will replace, change or adjust the Documentation as soon as possible and at its own expense, whether or not at SNBV's request, if at any time it appears that the Documentation contains incorrect information or is otherwise incomplete, insufficient, unclear or out of date.

Article 12 Audit and TPM

- 12.1 SNBV is entitled to have an audit carried out on the Agreement at its own expense. SNBV is authorised to engage a third party to conduct the audit on its behalf.
- 12.2 The Other Party will render its cooperation to the audit and make the necessary information available.
- 12.3 The audit must be announced in writing and in good time and must cause the minimum of disruption to the Other Party's business activities.
- 12.4 A positive result of the audit does not absolve the Other Party's responsibility to continue a proper performance of the Agreement.
- 12.5 SNBV is entitled to demand that the Other Party submits a TPM of an external auditor at its own expense, whether or not periodically, in which the quality requirements and processes of the Other Party are assessed, including for example:
 - a) service level management;
 - b) security management;
 - c) logical access management;
 - d) availability management;
 - e) change management;
 - f) incident management;
 - g) release management;
 - h) problem management.

Article 13 Amendments to the scope

- 13.1 SNBV is entitled to demand that the scope and/or properties of the agreed performance is changed.

- 13.2 Before implementing the change, the Other Party will map out for SNBV, as soon as possible and at the latest within seven calendar days of notification of the requested change, the financial consequences, the impact on the delivery period and any other consequences.
- 13.3 In the event of a reduction in the scope and/or capacity of the agreed performance, the prices must be adjusted pro rata, unless the Other Party can demonstrate that the prices are not decreasing proportionally. If the Parties fail to reach an agreement on the consequences referred to in Articles 13.2 and 13.3, because SNBV considers these consequences to be unreasonable in relation to the nature and the scope of the change, SNBV is entitled to terminate the Agreement with due observance of a month's notice by means of a written notification to the Other Party. Termination by virtue of this paragraph does not give either Party any right to compensation of any damage.
- 13.4 The Other Party has to notify SNBV of expected contract extras in time. The Other Party can perform and charge contract extras only with the prior written consent of SNBV. Prior to performing contract extras, the Other Party has to specify the nature of the contract extras as well as the costs thereof in writing, failing which SNBV is not obliged to pay for the contract extras.
- 13.5 The Other Party cannot make or implement changes without the prior written instruction or consent of SNBV.

Article 14 Intellectual property

- 14.1 Intellectual property rights already vested in a Party prior to the Agreement will remain vested in that Party even after delivery and/or execution. Without the prior written consent of the Party to whom the intellectual property right belongs, third parties are not allowed the use of that in which the intellectual property right is vested. Copyright notices may not be changed or deleted.
- 14.2 The Other Party guarantees that the Hardware it has delivered and/or is to maintain, and the Software made available and is to maintain and any other services provided and the use thereof, including onward sale and granting of sub-licences by SNBV, if agreed, will not infringe any prevailing intellectual property right.
- 14.3 The Other Party will at its own expense mount a defence if a claim is made against SNBV for an infringement or alleged infringement of intellectual property rights as provided for in paragraph 1 of this Article and will indemnify SNBV against all the costs that SNBV could incur as a result of such claims, on the condition that SNBV informs the Other Party immediately in writing of the existence and the contents of the legal claim. The obligation to indemnify does not apply if the alleged infringement relates to (i) materials made available by SNBV to the Other Party, (ii) changes made by SNBV, or (iii) use in a manner other than that for which the delivery and/or Service was developed or intended.
- 14.4 If, as a result of an infringement of an intellectual property right, SNBV is not able to use the Hardware and/or Software, or part thereof, the Other Party will at its own expense:
- a) change or replace the Hardware and/or Software, of part thereof, with equivalent Hardware and/or Software that does not infringe the rights of third parties without damaging the overall potential uses, or
 - b) take such measures as to ensure that the infringement is removed.
- 14.5 If intellectual property rights ensue from compliance with the Agreement, these rights are vested exclusively in SNBV at the time of their creation. Insofar as necessary, the Other Party will transfer these rights and entitlements to SNBV when the right or the entitlement arises, which transfer is hereby accepted by SNBV. Insofar as possible, the Other Party waives its personality rights within the meaning of Section 25 of the Dutch Copyright Act.
- 14.6 The Other Party is obliged to provide SNBV with all the information and to render all cooperation required for the transfer and/or the creation of the rights referred to in the previous paragraph, without being able to stipulate any conditions. Insofar as the transfer and/or the creation requires a more detailed deed, the Other Party will, at SNBV's first request, sign such a deed.
- 14.7 Without the prior written consent of SNBV, the Other Party undertakes to refrain from using the name of SNBV, the Amsterdam Airport Schiphol word mark, Schiphol Group and/or any intellectual property right of or used by SNBV or Royal Schiphol Group N.V. The Other Party refrains from making photos, recordings or other media or using footage showing Schiphol Airport or parts thereof.

Article 15 Suspension and termination of the Agreement

- 15.1 SNBV is at all times entitled to prematurely terminate the Agreement by means of a written notification to the Other Party in accordance with a notice period of one month.
- 15.2 SNBV is authorised at its discretion to immediately suspend the performance of the Agreement wholly or partially or to immediately dissolve the Agreement wholly or partially by registered letter without judicial intervention, without any obligation on SNBV to pay any compensation, in the case of:
- a) a moratorium on payments or bankruptcy of the Other Party or a petition to that effect;
 - b) the sale or cessation of the Other Party's business;
 - c) a change that takes place in the control of, or the casting vote in, the Other Party's business;
 - d) the withdrawal of the permits of the Other Party required for the performance of the Agreement;
 - e) the attachment of a substantial part of the Other Party's operating assets or goods intended for the performance of the Agreement;
 - f) failure of the Other Party to comply with the Agreement and, to the extent that compliance is not permanently or temporarily impossible, the obligation has still not been complied with within fourteen calendar days after SNBV has served written notice of default on the Supplier.
- 15.3 All claims that SNBV may have or acquire against the Other Party in accordance with this Article if the Agreement is terminated will be payable on demand and in full.
- 15.4 If the Agreement is dissolved, SNBV is entitled to demand the immediate issue of Custom Software, Custom Software's source code(s) and/or New Versions thereof and/or to retain them, as well as to demand or retain all other data required for the use and maintenance of the Custom Software or the further development thereof by or on behalf of SNBV, as well as to engage third parties in connection with the performance of the maintenance thereof. SNBV is entitled to use the source code as needed to maintain the Custom Software or the further development thereof by or on behalf of SNBV.
- 15.5 If, for whatever reason, the Agreement terminates (prematurely), the Other Party will, at SNBV's first request, do whatever is reasonably necessary to ensure that a successor contracting party or SNBV itself can take over the performance of the Agreement and/or deliver a similar performance for the benefit of SNBV without encountering impediments. The Other Party will also immediately return to SNBV all documents, books, information and other data made available to it by SNBV, including data and information carriers. After the successful transfer, the Other Party makes sure to immediately destroy any backups or copies.
- 15.6 The Other Party will continue to deliver the performance according to the terms and conditions of the Agreement until the performance is transferred to SNBV or a successor contracting party.
- 15.7 In the event of termination of the Agreement, the Other Party will provide the services referred to in paragraphs 5 and 6 of this Article at the prices and conditions stipulated in the Agreement. The services are performed for no payment in the event of an attributable failure on the part of the Other Party as referred to in paragraph 1(f) of this Article.

Article 16 Force majeure

- 16.1 In the event of force majeure, the compliance with the Agreement will be suspended in part or in full for the duration of the force majeure without Parties being mutually liable to pay any compensation. If the situation of force majeure exceeds a period of thirty calendar days, the other Party will be entitled to dissolve the Agreement by means of a registered letter, with immediate effect and without judicial intervention and without being obliged to pay any compensation.
- 16.2 Force majeure on the part of the Other Party is, in any case, not taken to mean a lack or absenteeism of Personnel, strikes, breach of contract by third parties hired by the Other Party, the failure of auxiliary materials and/or liquidation or solvency issues at the Other Party.
- 16.3 SNBV also reserves the right to suspend the Agreement in a situation of crisis that has a significant impact on SNBV as a result of which the performance is temporarily not required. If such a situation occurs and SNBV suspends the Agreement for a period of at least thirty calendar days on the basis of this Article, the Other Party is entitled to demand termination of the suspension within thirty days following the lapse of the aforementioned thirty days by means of a written notification sent to SNBV. If SNBV fails to comply to this

demand, the other Party will be entitled to dissolve the Agreement by means of a registered letter, with immediate effect and without judicial intervention and without being obliged to pay any compensation.

Article 17 Liability and insurance

- 17.1 If the Other Party fails imputably to fulfil its obligation to SNBV, the Other Party is liable for compensating the direct damage suffered or to be suffered by SNBV, and consequential damage suffered or to be suffered by SNBV in a situation as referred to in Article 17.4.
- 17.2 Direct damage is taken to mean at any rate, but is not limited to:
- a) damage to hardware and software and data files of SNBV, or in use at SNBV, including at any rate deficient functioning or failure to function, diminished reliability, and increased risk of malfunction of software and/or hardware, and damage to hardware;
 - b) damage to other property of SNBV and/or third parties;
 - c) the costs of necessary adjustments and/or changes to hardware, software, specifications, materials or documentation, made to limit or to rectify the damage;
 - d) the costs of emergency measures, such as moving to other computer systems, or hiring them from third parties;
 - e) the costs, including staff costs, involved in having to keep the old systems and associated facilities in operation for a longer period of time out of necessity;
 - f) fees and penalties demonstrably payable to third parties as well as the value of the loss or guarantee rights granted by third parties;
 - g) reasonable costs to avoid or limit direct damage that was likely to be incurred as a result of the event on which the liability is founded;
 - h) reasonable costs incurred to establish the cause of the damage, the notice of liability, the size of the damage, and the means of rectification.
- 17.3 Liability for consequential damage is excluded. Consequential damage is taken to mean:
- a) loss of profit;
 - b) other damage resulting from direct damage;
 - c) costs incurred in preventing, limiting or establishing consequential damage.
- 17.4 The restrictions provided for in paragraph 3 of this Article do not apply:
- a) in the case of claims on third parties for compensation for death or injury, and/or
 - b) in the event of gross negligence or an intentional act on the part of the Other Party, and/or
 - c) in the event of an infringement of an intellectual property right.
- 17.5 The Other Party indemnifies SNBV against all third-party claims in connection with the performance of the Agreement. The indemnity also covers all damage and costs, including, but not limited to, any penalties that SNBV suffers or incurs as a result of such a claim.
- 17.6 The Other Party will take out adequate insurance against the liability referred to in this Agreement and keep itself insured and if so desired, it will allow SNBV to inspect the policy documents. The insurance premiums to be paid by the Other Party are deemed to have been included in the agreed prices and rates.
- 17.7 SNBV is not liable for any damage suffered by the Other Party or its Personnel unless the damage is the result of intent or gross negligence on the part of SNBV.

Article 18 Processing of personal data

- 18.1 To the extent that the Other Party processes personal data for SNBV in the context of the performance of the Agreement, the Other Party is considered to be a data processor within the meaning of the General Data Protection Regulation (GDPR) and to complement the Agreement, the Parties must also conclude a Data Processing Agreement within the meaning of Article 28(3) of the GDPR. The personal data made available to the Other Party may not be used by the Other Party in any way, in full or in part, for any purpose other than the performance of the Agreement, unless the law requires otherwise.
- 18.2 In the case referred to in this Article, the Other Party will take appropriate technical and organisational security measures to protect the personal data against loss or any form of unlawful processing. Taking into account the state of the technology and the costs of its implementation, these measures will guarantee an appropriate security level, having regard to the risks associated with the processing and the nature of the

data to be protected. The measures are also aimed at preventing unauthorised or unlawful processing and unintentional loss, destruction or damage of personal data. The Other Party puts these measures down in writing. If required, SNBV may request inspection of the measures taken by the Other Party.

- 18.3 The Other Party will process personal data, as defined in Article 5 of the GDPR, in a lawful, proper and transparent manner and in accordance with the applicable laws and regulations as well as the agreed Data Processing Agreement. The foregoing also applies in full to the cross-border transmission and/or distribution and/or supply of personal data to non-EU countries.

Article 19 (Digital) Security

- 19.1 The Other Party takes appropriate organisational and technical measures in line with the applicable market standard to secure the Schiphol Data it processes. At SNBV's request and if needed, a Security Annex setting out security requirements will be appended to the Agreement.
- 19.2 The Other Party reports any actual or presumed security incidents to SNBV relating to information, operating assets, systems or the provision of services.
- 19.3 The Other Party will only store Schiphol Data within the European Economic Area, unless SNBV has given prior written consent to store Schiphol Data elsewhere.
- 19.4 SNBV will only give such consent as referred to in the previous paragraph after having ascertained that these countries have been designated by the European Commission on the basis of Article 45 of the 2016/679 Regulation as countries that safeguard an adequate level of protection.
- 19.5 The Other Party may not use the Schiphol Data for purposes other than for the performance of the Agreement.

Article 20 Confidentiality

- 20.1 The Parties guarantee the confidentiality vis-à-vis third parties of all business information, including in any case, but not limited to, operating assets, business operations, software and other data originating from the other Party, which is obtained in connection with the Agreement and its performance and which has been designated as confidential or which is confidential by its nature.
- 20.2 The Parties are not permitted to reproduce confidential business information or to pass it to on third parties for perusal other than necessary for the purposes of performing the Agreement and with each other's prior written consent.
- 20.3 The Other Party is obliged to refrain from disclosing information about SNBV and all its activities and the contents of the Agreement to third parties. This obligation to refrain particularly and especially applies to dealings with the media, social media included.
- 20.4 The duty of confidentiality does not apply insofar as:
- a) a Party has an obligation to disclose information pursuant to the law, any regulation of a body whose supervision the Party is subject to or a binding decision of a judicial authority or government body;
 - b) a Party can demonstrate that the information is already accessible to the public, other than as a result of a breach of a confidentiality clause;
 - c) a Party can demonstrate that the information has been legally obtained from a third party, other than as a result of a breach of a confidentiality clause;
 - d) a Party can demonstrate that the information was independently developed by that Party without having made use of any confidential information.
- 20.5 The Parties will also impose the obligations referred to in this Article on their Personnel, and any third parties engaged in the performance of the Agreement.

Article 21 Transfer of Personnel

- 21.1 During the performance of the Agreement and within one year after termination thereof, the Parties will not employ each other's personnel directly involved in the performance of the Agreement without the consent of the other party. This consent will be granted, unless the Party has sound reason to refuse this consent. This Article is without prejudice to the Parties' right to recruit personnel via advertised job vacancies.

Article 22 Statutory obligations towards Personnel

- 22.1 If and insofar as the Other Party uses Personnel for the performance of the Agreement, it is obliged to abide by the duty of care with regard to that Personnel within the meaning of the Working Conditions Act and the statutory regulations of the Working Conditions Act, the Working Conditions Decree and the statutory regulations that apply within that context. The Other Party will fully indemnify and reimburse SNBV with regard to any costs, damage or liability towards third parties, including government authorities, in the event of a breach of the relevant statutory work safety regulations.
- 22.2 The Other Party is obliged to comply with its statutory obligations to pay employee insurance contributions, national insurance contributions, wage tax and turnover tax in connection with the Agreement and furthermore, insofar as applicable, to comply with the applicable Collective Labour Agreement.
- 22.3 The Other Party indemnifies SNBV against all claims (including interest, fines and costs) from the tax authorities, a social security administration agency and/or a third party in respect of the payment of national insurance contributions, employee insurance contributions, turnover tax and/or wage tax, payable by the Other Party or a third party.

Article 23 Integrity & Corporate Responsibility

- 23.1 For the performance of the Agreement, the Other Party will take the utmost account of sustainability, for example by making use of environmentally friendly packaging. The Other Party is required to conform to the OECD Guidelines (www.oecdguidelines.nl).
- 23.2 Before the start of the performance of the Agreement, the Other Party and its Personnel must acquaint themselves with the contents of the Supplier's Code and to act accordingly. SNBV will immediately make a free copy of the Supplier's Code available at the Other Party's request.
- 23.3 The Parties will not engage in corruption and fraud. Corruption is understood to mean all acts of offering and promising unlawful or undue financial benefits or other benefits to staff members of business relations or potential business relations, government officials, candidates for public office and political organisations as well as accepting and demanding unlawful or undue financial benefits or other benefits. It does not matter whether this staff member personally engages in corruption or does so via an intermediary. Corruption is also understood to mean all forms of extortion, embezzlement and facilitating payments. Fraud is defined as all unauthorised irregularities caused intentionally with material or immaterial gains in mind on the part of the fraudster or parties known to the fraudster, due to which SNBV and/or the employees concerned suffer or may suffer damage or a loss. SNBV may dissolve the Agreement in whole or in part if it becomes aware of such practices.
- 23.4 The Other Party will comply with the Schiphol Code of Conduct and will exercise great restraint in offering Schiphol employees corporate gifts but also company visits and events.
- 23.5 If it transpires that a staff member of SNBV performs or has performed an ancillary position with the Other Party, whether or not paid, at the time of the negotiations for the formation of the Agreement, without SNBV having been informed of this by the Other Party prior to the conclusion of the Agreement, SNBV may dissolve the Agreement with immediate effect, without notice of default being required, without being obliged to pay any compensation and without prejudice to SNBV's right to claim compensation.

Article 24 Transfer of rights and obligations

- 24.1 The Parties are not entitled to transfer the rights and obligations under the Agreement to a third party without the prior written consent of the other Party. That consent will not be refused on unreasonable grounds; the Party granting the consent is, however, entitled to attach conditions to the granting of such consent.

Article 25 General provisions

- 25.2 Any failure on the part of SNBV to demand strict compliance with the obligations of the Other Party or to invoke the provisions of the Agreement or these Terms and Conditions does not in any way constitute a

- waiver of rights, either with regard to the provisions of the Agreement or the Terms and Conditions, or with regard to the right to compensation in connection with any shortcomings on the part of the Other Party.
- 25.3 Termination of the Agreement does not release the Parties from the obligations that continue by their nature. These obligations in any event include: indemnity for infringement of intellectual property rights, liability, confidentiality, disputes and applicable law.
- 25.4 These Terms and Conditions were originally drawn up in the Dutch language. In the event of uncertainties and/or differences in interpretation of these Terms and Conditions, the Dutch text will prevail at all times.

Article 26 Applicable law and disputes

- 26.2 The Agreement and all agreements ensuing from that are governed exclusively by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention) does not apply.
- 26.3 All disputes, including those regarded as such by only one of the Parties, which may arise between the Parties as a result of this Agreement or any ensuing agreements, will be submitted to the competent District Court of Amsterdam.
- 26.4 A dispute can only be submitted to the Court if the Party concerned has notified the other Party in writing that there is a dispute as well as its contents. Following the written notification, that Party is then entitled to submit the dispute to the Court in conformity with that which is stipulated in paragraph 2 of this Article.

