

Supplementary Terms and Conditions KPN Security

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Article 1. Definitions

We use various terms in these Supplementary Terms and Conditions of KPN Security. Their definitions are set out below. The terms are capitalised in this document.

Supplementary Terms and Conditions: these supplementary terms and conditions that apply for supplying specific products and/or Services of KPN Security.

General Terms and Conditions: the General Conditions of Delivery of KPN.

Consultant: an employee of the Supplier with the training, expertise and experience required to carry out consultancy and other work, and who carries out the work on the basis of a best efforts obligation.

Secondment: the provision of temporary labour capacity to the Client by the Supplier, for which the day-to-day management and supervision are performed by the Client.

Secondee: the specifically appointed employee of the Supplier who performs the agreed work under the management and supervision of the Client.

Licence: the non-exclusive, non-transferable right of use, with regard to which no sublicences may be granted, which the Supplier has granted to the Client for the benefit of using the Standard Software.

KPN Security /We: The Dutch subsidiaries of Koninklijke KPN N.V., including KPN B.V., Qi ict B.V., Onsign Solutions B.V., Qi 4 Talent B.V. and Dearbytes B.V.

Month/Months: a consecutive period up to the same date in the next month, unless it is apparent from the context that a whole calendar month is meant.

Working Days: Monday through Friday, with the exception of officially recognised national holidays in the Netherlands.

Standard Software: the supply of software developed by third parties, which the Supplier offers to the Client under a Licence.

Article 2. Applicability

1. These Supplementary Terms and Conditions apply to all offers and Agreements of KPN Security.

Article 3. Payment

1. Contrary to Article 3.6 of the General Terms and Conditions, payment of the invoice shall occur within 15 (fifteen) days after receipt, unless explicitly agreed otherwise.

Article 4. Exchange rate movements and government measures

1. The Supplier reserves the right to change the stated prices at any time, if and insofar as the purchase price payable by the Supplier has increased by more than 5% compared with the price that applied for the Supplier at the time of the formation of the Agreement as a result of movements in foreign currency exchange rates or as a result of taxes, levies or import duties that have increased due to any government measure. Such an increase of the sales price shall not provide any right to dissolution of the Agreement by the Client.

Article 5. Delivery in general

1. Delivery shall take place as D.D.P. pursuant to Incoterms®2010 at the agreed place(s) as specified in the Agreement. Costs associated with delivery are among other things: customs clearance costs, import duties and VAT. These costs are charged by the Supplier to the Client.

Article 6. Contract Extras

1. All changes to the Services, whether at the Client's request or as a result of the fact that, due to unforeseen external circumstances, an alternative performance is absolutely essential, will be deemed to be Contract Extras if additional costs are involved. These will be invoiced to the Client accordingly.
2. The right from the preceding paragraph is subject to the condition that the Supplier has informed the Client of the circumstances and – where possible – the additional costs referred to in that paragraph in good time. If the Client does not agree to the additional costs concerned, it has the right to cancel the part of the Contract Extras that has not been carried out yet, though without the right to a refund or remission of the costs for any completed Contract Extras.

Article 7. Engagement of third parties

1. The Supplier can use third third parties in providing its services and outsource (part of the) work. The Supplier shall exercise due care in selecting third parties.
2. The Supplier is authorised to transfer its rights and obligations arising from this Agreement to a third party. The Contracting party shall provide its cooperation for this in advance.

Article 8. Supply of Standard Software

1. The Supplier grants the Client a Licence for the use of the Standard Software for the duration and under the conditions of the Agreement. Further terms and conditions ('Licence Conditions') may apply to the delivery and use of the Standard Software. Where applicable, these further conditions will be communicated by the Supplier of the Standard Software.
2. The Client is authorised to use the Standard Software under the Licence for the Client's business or institution. The restrictions, including but not limited to the number of user accounts and available functions, are stated in the Licence Conditions.
3. In particular, the Client is expressly forbidden from:
 - a. Reverse engineering the source code of the Standard Software or decompiling the Standard Software, except where this is permitted pursuant to mandatory law;
 - b. Giving a copy of the Standard Software to third parties;

c. Sublicensing or making the Standard Software available to third parties by means of rental, software-as-a-service constructions or otherwise;

d. Making changes to the Standard Software, except where this is permitted pursuant to mandatory law;

e. Deleting or rendering unreadable designations of the Supplier and/or its licensors as the owner of the Standard Software or parts thereof.

4. The Client accepts that the Standard Software contains the functionality and other features in the condition in which the Client finds them in the Standard Software at the time of delivery ('as is'), with all visible and invisible errors and defects. The Supplier does not guarantee that the Standard Software will be available, without interruption or defects, at all times.
5. Changes that must be made as a result of technical influences will be made as part of Updates. If these are not included in the next Update, the Supplier will – insofar as this is possible – indicate the costs of the work required to be performed in connection with the technical influences in advance.

Article 9. Audits

1. The Supplier will independently perform audits at periodic intervals.
2. The Supplier is not obliged to comply with requests to perform an independent audit by third parties initiated by third parties.
3. On request, the Supplier shall submit evidence of the success of an audit in the form of a certificate. Additional wishes can be arranged in consultation between the parties.
4. If the Client wishes to perform an additional audit, the costs shall be for the account of the Client.

Article 10. Liability in the event of the engagement of a Consultant or Seconded

1. The Supplier accepts no liability for the (results of) work carried out under the management and supervision of the Client.
2. The Supplier accepts no liability for damage or loss of the Client or third parties for the use of the advice given by the Consultant or Seconded.
3. The Client shall be fully liable in respect of the Supplier and the Seconded or Consultant in the case of non-performance of its obligations under the Agreement, unless the Client demonstrates that the Client fulfilled the obligations referred to above or that the damage or loss is to a significant extent the consequence of intent or wilful recklessness of the Seconded or Consultant. If the Seconded or Consultant sues the Supplier with regard to that damage or loss, the Client expressly indemnifies the Supplier against any claim of the Seconded or Consultant concerned.

Article 11. Intellectual property rights in the case of Consultancy

1. Only intellectual property rights in works – including programs and websites – that have been developed by the Seconded specifically for the Client, for the latter's account and under its management and supervision, shall accrue to the Client.

2. The Client shall indemnify the Supplier against claims of third parties that allege that property rights and/or database rights of a third party are infringed by or in connection with the performance of the Agreement, insofar as such an infringement relates to designs, goods or programs that have been made available to the Supplier by the Client.
3. If we use third parties such as debt collection agencies in connection with the collection of our claim, or transfer our claims to such third parties, we are permitted to provide the data to those third parties.

Article 12. Cooperation of the Client

1. The Seconded or Consultant shall always obtain access to the location and the spaces where the work is to be performed.
2. The Seconded or Consultant is obliged to comply with the provisions and conditions notified in writing by the Client with regard to access and security measures, provided those provisions and conditions were presented to the Supplier by the Client before the commencement of the work and the measures are reasonable.
3. The Supplier reserves the right to suspend performance of the service provision for as long as circumstances occur at the work location that, in the Supplier's opinion, entail risks for the safety or health of the Seconded or Consultant.
4. The Client shall comply in full with the statutory obligations concerning working conditions with regard to the Seconded or Consultant present at its location(s).
5. The Client shall provide, for the duration of the Agreement and if necessary, a work station for the Seconded, Consultant or Project manager.

Article 13. Payment of social security contributions and Payroll tax

1. The Supplier shall be responsible for the timely payment of payroll tax and social security contributions payable for the Seconded(s) in connection with the Agreement that are due pursuant to the laws of the country where the Supplier has its registered office.
2. The Supplier shall indemnify the Client against all claims of the tax authorities or the authorities concerning social security, respectively, with regard to taxes and social security contributions that are due in connection with the Secondment pursuant to the laws of the country where the Supplier has its registered office.
3. On the Client's first request, the Supplier shall provide to the Client a statement issued by the tax authorities and/or authority for the implementation of social security laws, showing the payment of Payroll tax and social security contributions.

Article 14. Availability of Consultant/Seconded

1. The Supplier shall be responsible for the timely payment of payroll tax and social security contributions payable for the Seconded(s) in connection with the Agreement that are due pursuant to the laws of the country where the Supplier has its registered office.
2. Unless expressly agreed otherwise in the Agreement, the Supplier will not deploy a replacement to continue the work during planned holidays or other days off and during (short-term) sickness of the Seconded or Consultant.

3. The Supplier is responsible for the choice of the Seconded or Consultant by whom it has the work carried out in connection with the Agreement. If possible, the Supplier shall take account of possible preferences of the Client in this regard.
4. The Supplier shall endeavour to ensure that the Seconded or Consultant remains available for the duration of the Agreement. Replacement of a Seconded or Consultant shall always take place following consultation with the Client.
5. If the Seconded or Consultant demonstrably does not meet the agreed quality requirements and the Client informs the Supplier of this within ten (10) calendar days after the commencement of the work assigned by it, the Client shall be entitled to request replacement of the Seconded or Consultant. The Supplier shall comply with the request as soon as possible. A request as referred to in this article 11.4 does not suspend the payment obligations of the Client with regard to the work performed by the Seconded or Consultant to be replaced.
6. Holidays or leave of the Seconded or Consultant shall be scheduled in consultation with the Client.
7. The Client is authorised to cancel the engagement of the Consultant in writing free of charge up to five (5) Working Days before the commencement date of the engagement of the Consultant. In the event of cancellation between five (5) and two (2) Working Days before the commencement date of the engagement of the Consultant, the Supplier is authorised to invoice the Client fifty percent of the fee. In the event of cancellation by the Client within two (2) Working Days before the commencement date of the engagement of the Consultant, KPN Security is authorised to invoice the full fee.
8. Purchased hours with regard to Consultancy entitle the Client to provision of the relevant Consultancy services. Unless otherwise agreed in writing, this right lapses twenty-four (24) months after the Agreement to that end has been concluded.

Article 15. No takeover of personnel

1. The parties undertake, during a period of twelve (12) months after the formation or termination of the Agreement with KPN Security, not to enter into an employment relationship or collaboration of any kind whatsoever, except with the prior written consent of KPN Security.
2. A violation of this article will result in the (potential) Client being liable to pay KPN Security a penalty amounting to twelve times the gross monthly salary of the relevant Candidate. This penalty will be immediately due and payable based on the mere fact of the violation, but is without prejudice to KPN Security's right to claim full compensation.

Article 16. Training

1. A training course must be registered for in writing, and registration is binding following its confirmation by the Supplier.
2. The Supplier is authorised to change the location and the dates/times of the training course. The Client will be notified accordingly no later than five (5) days before commencement of the Training Course.

3. A minimum and a maximum number of participants will be set for every training course. In the event of insufficient registrations, the Supplier reserves the right to reschedule the training course to a different date, of which the Client will be informed as soon as possible. In addition, the Supplier will be authorised to cancel the training course, in which case any amounts already paid will be reimbursed. The Client is entitled to cancel the training course free of charge up to thirty (30) days before the (first) date of the Training Course.
4. In the event of cancellation between thirty (30) and fourteen (14) days before the date of the training course, the Client will owe fifty percent of the fee. In the event of cancellation less than fourteen (14) days before the date of the training course, or if participants fail to show up without a valid cancellation, the full fee will be owed.
5. If the training course needs to be rescheduled due to the Client's actions, the Supplier is authorised to charge an administrative fee.
6. If a trainer cannot provide the training course due to illness or another form of force majeure, the Supplier reserves the right to use the services of a replacement trainer or reschedule the training course to a different date, for which it may also use the services of a different trainer. The training material provided to the Client is only intended for the Client's own (educational) use. Except with the permission of the Supplier, the Client is forbidden from (a) making the training material public, (b) using the training material in providing courses/training, etc. and/or (c) using the training material in any other commercial manner.
7. Purchased hours with regard to a Training Course entitle the Client to provision of the relevant Training Course. Unless otherwise agreed in writing, this right lapses twenty-four (24) months after the Agreement to that end has been concluded.

Article 17. Other provisions

1. If one or more provisions of this Agreement prove to be invalid or unenforceable, the other provisions of the Agreement shall remain in force. The parties shall then replace the provisions that proved to be invalid or unenforceable with provisions that are not invalid or are enforceable and shall for that purpose agree provisions that reflect the parties' original intention as much as possible.
2. Amendments of or additions to this Agreement shall only be valid insofar as agreed in writing by authorised representatives of each of the parties.
3. The Client is obliged to cooperate in providing all information that the Supplier considers to be necessary pursuant to laws and regulations.
4. This Agreement shall be subject to the laws of the Netherlands. Disputes shall be settled by the competent Dutch court in Rotterdam.