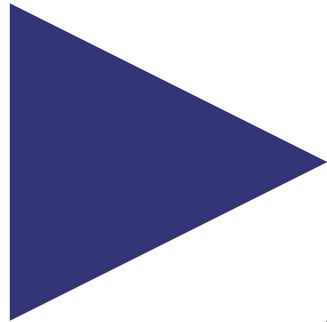


ELITENETWORKS
BUILDING SECURE, AGILE AND RELIABLE NETWORKS



GENERAL TERMS AND CONDITIONS

OCTOBER 2021



General Terms and Conditions

Article 1

Definitions and abbreviations

All terms and abbreviations with (initial) capital letters used in these General Terms and Conditions shall have the following meaning:

'Agreement' means any agreement between Supplier and Customer pursuant to which Supplier will provide (or have provided) Services and/or Products to Customer.

'Customer' means any natural or legal person that has entered into an Agreement with Supplier.

'eXperience Level Agreement (XLA)' means an Agreement between Customer and Supplier defining the minimum level of Service in terms of tasks, responsibilities, performance, procedures and other related arrangements.

'General Terms and Conditions (GTC)' means these general terms and conditions of Supplier.

'Party or Parties' means the Customer or Supplier individually ('Party') or collectively ('Parties').

'Products' means hardware, peripheral equipment, cables and other tangible objects purchased by Customer of Supplier.

'Services' means the network, security and/or other related services that will be provided by Supplier to Customer.

'Supplier' means Elite Networks B.V.

Article 2

General provisions

- 2.1. These GTC apply to all offers, quotations and Agreement under which Supplier delivers Products and/or Services, of whatever nature and under whatever name, to Customer or its legal successor(s).
- 2.2. These GTC can only be departed from or be supplemented if agreed by both Parties in writing.
- 2.3. All offers and quotations of Supplier are based on the information provided by or on behalf of Customer and on the performance of work by Supplier under usual working conditions, working days and working hours, unless expressly stated otherwise in the relevant offer, quotation or Agreement.
- 2.4. An Agreement is concluded at the moment that the offer or quotation made by Supplier is

signed by Customer and received by Supplier or is confirmed by Customer in writing. If Customer has given Supplier an order verbally, the Agreement shall be deemed to have been concluded at the moment that Supplier has started to carry out work to execute the order.

- 2.5. If and insofar as Supplier makes Products or Services of third parties available to Customer or grants access to these Products or Services, the terms and conditions of the third party in question apply to these Products or Services in the relationship between Supplier and Customer and will replace the provisions in these GTC as far as these provisions depart from those third party terms and conditions.
- 2.6. Supplier is not bound by general statements disseminated via its websites or other (social) media channels.

Article 3

Price and payment

- 3.1 All prices and rates are stated in Euro and are exclusive of value added tax (VAT) and other government levies. Travel time, travel and subsistence expenses and hours, and costs outside the scope of the Agreement may be billed separately by Supplier to Customer, unless explicitly agreed otherwise.
- 3.2. Supplier may annually increase the prices and rates as of 1 April each year in accordance with the Consumer Price Index published by Statistics Netherlands (CBS) over the previous period 1 January – 31 December.
- 3.3. Customer shall pay all invoices according to the payment term. Unless explicitly agreed otherwise, a payment term of 30 (thirty) calendar days from the invoice date shall apply.
- 3.4. Any objections to invoiced amounts should be made known to Supplier in writing within 30 (thirty) calendar days of the invoice date, in the absence of which the accuracy of the invoiced amounts shall be deemed to be accepted by Customer. Objections as referred to in this article shall not suspend Customer's payment obligation.
- 3.5. If Customer should fail to pay the sums due or does not pay these on time, the statutory interest for commercial agreements is payable

by Customer on any outstanding sum, without a reminder or notice of default being required.

- 3.6. Customer is neither entitled to suspend any payments nor to set off any of the sums due.

Article 4

Non-disclosure

- 4.1. Parties shall take all reasonable measures to ensure the secrecy of confidential information of the other Party. Confidential information includes, but is not limited to, information expressly designated as confidential by the other Party, all information regarding the offers, prices, service levels, technical designs, and business operations of Supplier, and all other information related to the Products and Services of Supplier which is not publicly available.
- 4.2. Parties will not disclose confidential information to third parties, directly or indirectly, orally or in writing, or otherwise, with the exception of i) third parties involved in the performance of the Agreement, ii) if the disclosure is made pursuant to a court order or legal obligation or iii) if the disclosure is made with the prior written consent of the other Party.
- 4.3. Both Parties will ensure that all employees and third parties engaged by them will comply with the above obligations.

Article 5

Transfer of risk

- 5.1. The risk of loss, theft, misappropriation or damage of Products, information (including user names, passwords and codes), documents, software or data files that are created for, delivered to or used by Supplier in the context of the performance of the Agreement pass to Customer at the moment these are placed under the actual control of Customer or an auxiliary person of Customer.

Article 6

Intellectual property rights

- 6.1. All intellectual or industrial property rights attached to the Products, Services and other items and materials, including but not limited to websites, data files, databases, training,

testing and examination materials, analysis, designs, reports, offers, including preparatory materials for these items and materials, developed or made available to Customer under the Agreement remain exclusively vested in Supplier or its suppliers. A right of use granted to Customer is non-exclusive, non-transferable, non-pledgeable (*niet-verpandbaar*) and non-sublicensable.

- 6.2. None of the provisions in these GTC and the Agreement are intended to transfer intellectual or industrial property rights in whole or in part to Customer.
- 6.3. Supplier indemnifies Customer against any claim of a third party based on the allegation that the Products, Services or other materials developed by Supplier itself infringe an intellectual or industrial property right of that third party, provided that Customer promptly informs Supplier in writing about the existence and content of the claim, refrains from acknowledging the claim, and leaves the settlement of the claim entirely up to Supplier. This indemnity does not apply if the alleged infringement concerns any modifications Customer has implemented or has had implemented in the Products, Services or other materials of Supplier.
- 6.4. Customer guarantees that no rights of third parties preclude making hardware, software, data files and/or other materials, designs and/or other works available to Supplier for the purpose of use, maintenance, processing, installation or integration by Supplier that forms part of the Agreement. This guarantee also pertains to Customer having the right licenses. Customer indemnifies Supplier against any claim of a third party based on the allegation that making any of this available and/or the use, maintenance, processing, installation or integration by Supplier infringes a right of that party.
- 6.5. Supplier is entitled to make reference on its websites and other (social media) channels to the relationship entered into with the Customer and to use the trade name(s), company logo(s) and (registered) trademark(s), if any, of the Customer in that respect.

Article 7

Rights and obligations of Customer

- 7.1. Customer shall provide Supplier with all necessary information and cooperation that may be useful and required for the performance of the Agreement. This also applies to the timely provision of sufficiently competent employees by Customer.
- 7.2. Customer guarantees the accuracy, completeness and timeliness of the information, including data, designs and specifications, provided to Supplier by or on behalf of Customer before and during the term of the Agreement. Customer indemnifies Supplier against any claim of a third party resulting from or related to inaccurate, incomplete or untimely information provided to Supplier in this respect.
- 7.3. Supplier shall have the right to suspend performance of the Agreement if Customer fails to provide, provide on time or provide in accordance with the arrangements made between the Parties, any information and devices required for the performance of the Agreement or in any other way fails to fulfil its obligations under the Agreement.
- 7.4. Customer shall provide employees of Supplier access to places where Services must be performed or Products must be delivered in order to fulfill the Agreement. Customer shall provide Supplier with its house and/or security rules before commencement of the Services or delivery of the Products.
- 7.5. Rights granted to Customer and Products or Services delivered to Customer shall be strictly personal and may only be used by Customer within its own organization. Parent companies and subsidiaries of Customer do not form part of Customer's own organization, unless expressly agreed otherwise between the Parties.

Article 8

Terms and deadlines

- 8.1. Supplier will make all reasonable efforts to comply with the terms and delivery periods and/or delivery dates, whether or not these are deadlines or strict dates, that Supplier has specified or that have been agreed between

the Parties. All terms, delivery periods and/or delivery dates are indicative and do not bind Supplier.

- 8.2. If a term or period of time is likely to be exceeded, Supplier and Customer will consult as to discuss the consequences of the term being exceeded in relation to the further planning and performance of the Agreement.
- 8.3. In all cases Supplier is only in default ('*verzuim*') because of a term or period of time being exceeded, after Customer has served Supplier with a written notice of default and has set a reasonable period of time for Supplier to remedy the failure to meet its obligations and that reasonable time has passed.

Article 9

Performance of the Agreement

- 9.1. When performing the Services, Supplier shall exercise the care of a good contractor. All Services shall be performed on the basis of a reasonable efforts obligation.
- 9.2. Supplier shall not be required to follow any and all instructions of Customer, in particular not when and to the extent that such instructions change the content and/or scope of the Agreement. Section 7:402(1) of the Dutch Civil Code is not applicable.
- 9.3. An Agreement is concluded between the Customer and Supplier as an organization, meaning that even if it has been Customer's intention that the Agreement shall be performed by a specific person, Supplier shall not be bound by this intention.
- 9.4. Supplier reserves the right to engage subcontractors to perform any or all parts of the Agreement. In this case Supplier shall remain fully responsible vis-à-vis the Customer for the performance of its obligations under the Agreement.
- 9.5. Supplier does not guarantee that the Products and Services are suitable for the actual and/or intended use by Customer, unless such use is clearly specified in the Agreement without any reservation.
- 9.6. Supplier reserves the right to block any transmission of unwanted communication,

such as spam, malware and viruses, within the meaning of article 11.7 of the Dutch Telecommunication Act or any succeeding law.

Article 10

eXperience Level Agreement (XLA)

10.1. Possible arrangements about a service level are exclusively agreed on in writing in a eXperience Level Agreement that forms part of the Agreement. Unless expressly agreed otherwise, these GTC shall apply in full to the eXperience Level Agreement.

10.2. If any arrangements have been made about a service level, the availability of services, sites and systems is always measured in such a way that unavailability due to preventive, corrective or adaptive maintenance service or other forms of service that Supplier has notified Customer of in advance and circumstances beyond Supplier's control are not taken into account. Subject to proof to the contrary offered by Customer, the availability measured by Supplier is considered to be conclusive.

10.3. Customer shall promptly inform Supplier about any circumstances that may affect the service level or its availability.

Article 11

Duration of the Agreement

11.1. If and insofar as the Agreement itself does not contain a duration, the Agreement shall have a term of one year. After the initial one year period, the Agreement will be extended for an indefinite period of time, unless expressly agreed otherwise.

11.2. An Agreement with a term of indefinite duration may be terminated by either Party at any time subject to a three months' written notice, unless expressly agreed otherwise.

Article 12

Suspension

12.1. Supplemental to the suspension grounds existing at law, Supplier shall have the right to suspend its obligations under the Agreement, in full or in part, and, if applicable, to disconnect or switch off any Products provided by Supplier, if:

- a. a governmental authority or regulator obliges Supplier to take such action;
- b. such action is necessary to comply with (or enforce) any mandatory legislation;
- c. Supplier must take such action to carry out a court order or judgement;
- d. the quality or availability of the services that Supplier delivers to other customers is being impaired or is in danger of being impaired due to the behavior of Customer or its personnel, or by the hardware, cables or any other equipment of Customer;
- e. the safety of persons or goods or integrity of the network is being impaired or is in danger of being impaired due to the behavior of Customer or its personnel; or
- f. there are reasonable grounds for assuming that the Customer or its personnel use the Products and/or Services for any unlawful or illegal activities.

12.2. Supplier shall not be liable for any damages or costs of Customer arising out of or related to the reasonable suspension grounds mentioned in article 12.1.

12.3. Any exercise of the right of suspension by Supplier shall not prejudice Supplier's right to subsequently terminate the Agreement or any other legal remedy available to Supplier.

Article 13

Ending of the Agreement

13.1. Supplier may dissolve ('ontbinden') the Agreement in writing, in whole or in part, without notice of default being required and with immediate effect, if Customer is granted a suspension of payments, whether or not provisional, a petition of bankruptcy is filed against the Customer or when Customer is liquidated or dissolved other than for restructuring purposes or a merger of companies.

13.2. If at the time of the ending of the Agreement for which reason whatsoever, Customer has already received Products and/or Services in the performance of the Agreement, this performance and the relevant payment obligations cannot be undone unless Customer proves that Supplier is in default with respect

to the essential part of the performance due.

- 13.3. If one of the situations mentioned in this article 13 occur all claims of Supplier on Customer shall be immediately due and payable.

Article 14 **Liability**

- 14.1. Supplier's total liability for any damages of Customer, whether in contract, in tort, or otherwise, explicitly including each and every failure to meet a guarantee or indemnity obligation agreed upon with Customer, shall be limited to compensation of direct damages equal to an amount twice that paid by Customer to Supplier for the performance of the Agreement in the contract year in which the event causing the damages occurred, subject to a maximum of € 30.000,- (thirty thousand Euro) ex VAT.
- 14.2. Liability of Supplier for any indirect damages, consequential damages, loss of profit, lost savings, reduced goodwill, damages due to business interruption, damages resulting from claims from Customer's clients, damages resulting from the use of goods, materials, equipment or software of third parties prescribed by the Customer to Supplier, damages resulting from the use of suppliers or other third parties prescribed by the Customer to Supplier, damages resulting from mutilation, destruction or loss of data, and penalties owed by Customer to third parties or governmental or supervisory authorities, is excluded.
- 14.3. The right to compensation of damages exclusively arises if Customer reports the

damages to Supplier in writing as soon as possible after the damage has occurred. Any claim for compensation of damages filed against Supplier lapses by the mere expiry of a period of six (6) months following the inception of the claim, unless the Customer has instituted a legal action for compensation of damages prior to the expiry of this term.

- 14.4. The provisions of this article 14 and all other exclusions and limitations of liability referred to in these GTC and the Agreement shall apply in favor of all natural persons and legal persons engaged by Supplier for the performance of the Agreement.
- 14.5. The limitations and exclusions mentioned in this article 14 will cease to apply if and insofar as the damages or costs are the result of or related to the intent or wilful recklessness ('*opzet of bewuste roekeloosheid*') on the part of the management of Supplier.

Article 15 **Force Majeure**

- 15.1. Neither Party is obliged to meet any obligation, including any statutory and/or guarantee obligation, if its prevented from doing so by circumstances beyond its control. Circumstances beyond Supplier's control include, among other things, i) circumstances beyond the control of suppliers of Supplier, ii) any failure of a supplier that has been contracted by Supplier on Customer's instructions, iii) defects in goods, hardware, software or materials of third parties that Supplier has used on Customer's instructions, iv) measures by public authorities, v) pandemic vi) power failures, vii) failures of the Internet, data network or telecommunication facilities, viii) and cybercrime or vandalism.
- 15.2. If a force majeure situation lasts longer than ninety (90) days, either Party has the right to terminate the Agreement by registered letter. In such an event, all that has already been performed under the Agreement shall be paid for on a proportional basis, without anything else being due by either Party to the other Party.

Article 16

Adjustments and extra work

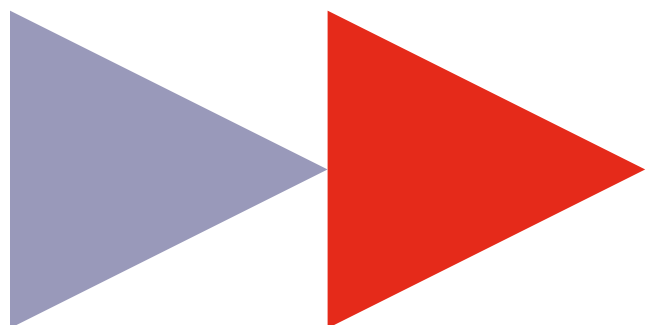
- 16.1. If Supplier has performed services or has delivered products outside the content or scope of the Agreement at the request or with the consent of Customer, Customer is charged for these services and products on the basis of the agreed rates or, if no rates have been agreed on by the parties, on the basis of Supplier's than applicable (hourly) rates.
- 16.2. Customer accepts that alteration or expansion of the Services or Products may result in terms and delivery periods and/or dates being postponed and may effect the mutual responsibilities of Customer and Supplier and agreed rates of Supplier.

Article 17

Personal data

- 17.1. This article 17 only applies in situations where Supplier processes personal data on behalf of Customer and Customer determines the purposes and means of the processing of such personal data alone or jointly with others. All the terms used in this article shall have the meaning ascribed to these terms in the general data protection regulation 2016/679 ('GDPR').
- 17.2. Supplier shall only process the personal data for the purpose of performing its obligations under the Agreement. Supplier will process the personal data only on the documented instructions from the Customer, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by Union or Member State law to which the Supplier is subject; in such a case, Supplier shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
- 17.3. Customer guarantees that it is entitled to process the personal data and to have them processed by Supplier and indemnifies Supplier against any third party claims, fines and/or penalties imposed by supervisory authorities in this respect.
- 17.4. Supplier ensures that persons authorized to process the personal data have committed

- themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 17.5. Supplier shall take appropriate technical and organizational measures in such a manner that processing will meet the requirements of the GDPR, and to ensure an appropriate level of security to protect personal data against destruction, loss, alteration, unauthorized disclosure or access. In determining the measures to be taken, Supplier shall take into account, the state of the art, the implementation costs and the nature, scope, context and purposes of the processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.
- 17.6. Taking into account the nature of the processing, Supplier will assist the Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR. Supplier will assist the Customer in ensuring compliance with the obligations pursuant to articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to Supplier. Supplier is entitled to charge Customer for the costs it incurs in connection with the assistance.
- 17.7. Supplier makes available to Customer all information necessary to demonstrate compliance with the obligations laid down in this article 17. Customer is entitled to have an audit carried out no more than once a year by an independent third party auditor who is bound to secrecy, for the purpose of verifying Supplier's compliance with the obligations set out in this article 17. The aforementioned audit will only take place if the Customer has



requested any similar audit certificate (third party memorandum) from Supplier and presents reasonable arguments justifying an additional audit initiated by Customer. The audit shall be announced by Customer at least one month in advance. Parties will determine the exact date and time of the audit in mutual consultation. The auditor will send its report to Customer and Supplier simultaneously. Parties will implement the proposed improvement measures to the extent that this can reasonably be expected of them, taking into account the processing risks, the state of the art, implementation costs and the market in which they operate. Supplier will be entitled to charge Customer for the costs it incurs in connection with the audit.

17.8. Supplier shall inform the Customer without undue delay after becoming aware of a personal data breach. This notification shall include the information set out in article 33(3) of the GDPR. If and to the extent that not all information can be provided at the same time, the initial notification shall contain the information available at the time, and relevant information which subsequently becomes known to Supplier, shall be provided to the Customer without undue delay.

17.9. Customer hereby allows Supplier to engage Elite Engineers B.V., Dutch IT Supplier B.V. and Netways Europe B.V. for the performance of certain processing activities as well as any other subcontractors mentioned in the Agreement. Supplier shall inform the Customer of any intended changes concerning the addition or replacement of subcontractors, thereby giving the Customer the opportunity to object to such changes. If Customer objects to the engagement of a certain subcontractor, Supplier may not be able to (continue to) perform the Agreement fully. In such a case, the Parties shall consult with each other to find a suitable solution. If Supplier engages a subcontractor to perform specific processing activities on behalf of Customer, this subcontractor will be required to provide sufficient guarantees regarding the application of appropriate technical and organizational measures so that the processing activities will comply with the GDPR.

17.10. Without Customer's prior written consent, Supplier shall not transfer to or store personal data in a country or organization outside the EEA or make personal data accessible from a non-EEA country, unless that country or organization offers an adequate level of protection or Union, or Member State law to which Supplier is subject requires the Supplier to carry out the processing; in such a case, Supplier shall inform Customer of that legal requirement before the processing, unless that law prohibits such information on important grounds of public interest.

17.11. If and to the extent expressly agreed in the Agreement, Supplier shall return the personal data to Customer after the end of the Agreement with due observance of any exit arrangements, in the absence of which Supplier shall remove the personal data within a reasonable period after the end of the Agreement. Supplier shall only retain a copy of the personal data if it is obliged to do so pursuant to a mandatory provision of law.

Article 18 **Non-solicitation**

18.1. During the term of the Agreement and one year after the end of the Agreement, Customer shall neither employ any of Supplier's personnel who have been involved in the execution of the Agreement nor have them perform any work for Customer, either directly or indirectly.

18.2. In case of any violation of article 18.1, Customer forfeits an immediately payable fine of € 30,000,- (thirty thousand Euro) per employee to the Supplier. This penalty will be increased by an amount of € 1,000,- (thousand Euro) for every day or part of a day that the violation continues, without the Supplier having to prove any damages, and without prejudice to the right of Supplier to claim full damages for any loss suffered.

Article 19

Acceptance

- 19.1. If the Parties have not agreed on an acceptance test, Customer accepts the delivered software and/or Products in the state they are when delivered ('as is, where is'). If this should be the case, the software and/or Products are deemed to have been accepted by the Customer upon delivery or, if installation by Supplier has been agreed upon, upon completion of the installation.
- 19.2. If an acceptance test has been agreed on between the Parties, the test period will be 5 (five) working days following the delivery or, if installation by Supplier has been agreed upon, upon completion of the installation. During the acceptance test Customer will check whether the delivered software and/or Products meet the functional and technical specifications made known by Supplier to Customer in writing.
- 19.3. The software and/or Products are understood to have been accepted:
- If Parties have agreed upon an acceptance test: on the first day following the test period mentioned in article 19.2;
 - If Supplier receives a test report prior to the end of the test period mentioned in article 19.2: at the time the errors listed in the test report that fall under Supplier's responsibility have been repaired; or
 - If Customer uses the software and/or Products in any way for production or operational purposes: at the time the software and/or Product is put into use for production or operational purposes.

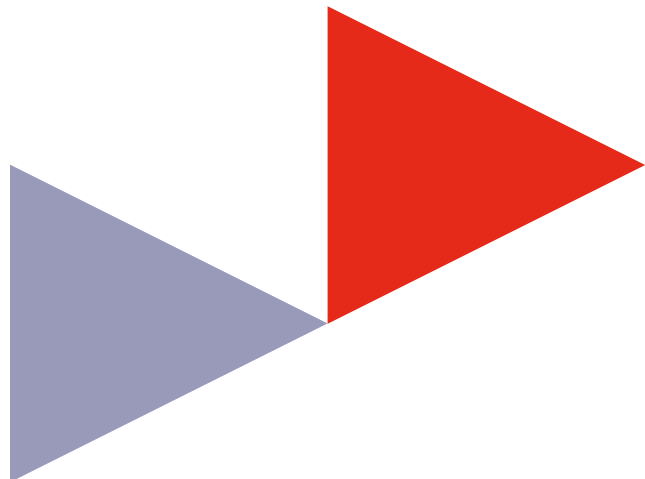
Article 20

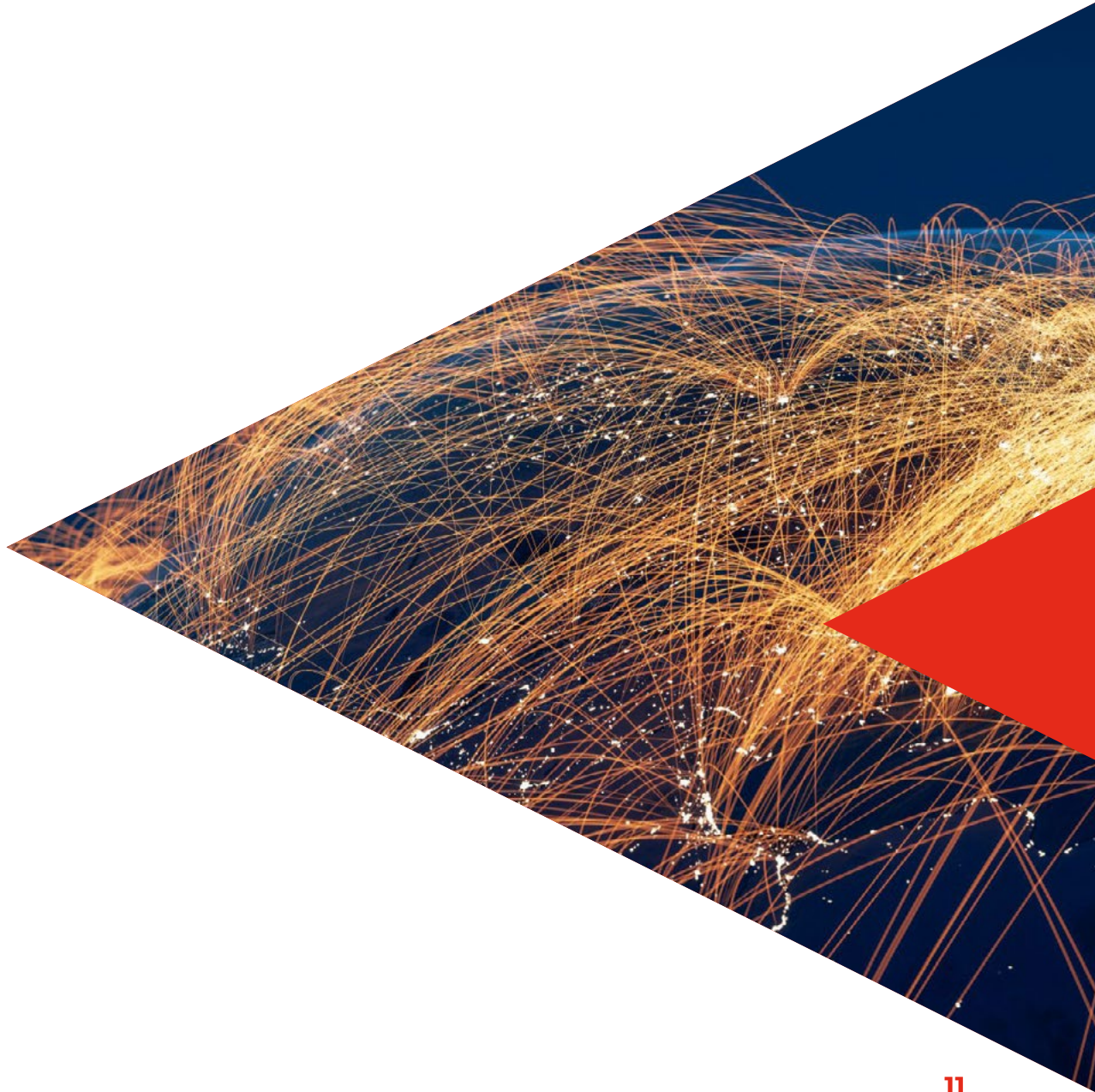
Final provisions

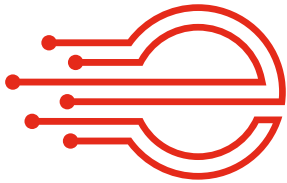
- 20.1. These GTC, the Agreement and any obligations arising from it are governed by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods 1980 is excluded.
- 20.2. Any disputes between the Parties arising from or related to the Agreement, these GTC and any obligations arising from it, shall be exclusively submitted to the court of 's-Hertogenbosch, unless another court has explicitly been

designated as competent in the Agreement.

- 20.3. Supplier is entitled to amend these GTC unilaterally and without prior written notice to Customer. An amendment shall take effect 4 (four) weeks after its announcement or on a later date as may be cited in the announcement of Supplier.
- 20.4. If provisions or parts of provisions in these GTC are or become unlawful, invalid or unenforceable, the surviving provisions or the valid part of the invalid provision shall remain fully in force and enforceable, without any consequences for the other obligations of Parties. The unlawful, invalid or unenforceable provision shall be deemed replaced by a provision that as far as possible has the same legal and commercial purport.







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