

General terms and conditions of purchase

A. Algemeen

1 MISCELLANEOUS

- 1.1 These General Terms and Conditions of Purchase ('**GTC**') apply to all Services (Section B.), Goods (Section C.), Software (Section D.) and Cloud Services (E.) (together: '**Performance**') that are to be provided by Supplier to Achmea. Applicability of general conditions used by Supplier is excluded.
- 1.2 '**Agreement**' means the agreement (including any related annexes or other documents and/or possible subagreements) between Achmea and Supplier to which this AIV applies..
- 1.3 The '**Achmea Group**' refers to Achmea B.V. and the legal entities associated with it as referred to in article 2:24b of the Dutch Civil Code.
- 1.4 Supplier guarantees that its employees and the third parties engaged by it also fulfill its obligations.
- 1.5 An Agreement, as well as changes and additions to it, can only be proved with a document that is signed by both parties. The GTC also apply to changed, additional and later orders.
- 1.6 A waiver of rights will only be valid if this follows from an explicit, written statement that is issued by a competent person. Payment does not imply a waiver of rights.
- 1.7 Without Achmea's permission, Supplier does not use the trade names and trademarks of the Achmea Group nor mention Achmea as its client.
- 1.8 Dutch law applies to the Agreement. The Vienna Sales Convention and accompanying regulations do not apply.
- 1.9 The District Court Midden-Nederland has exclusive competence, unless parties agree on another form of dispute settlement.

2 REQUIREMENTS PERFORMANCE

- 2.1 Supplier complies with the following requirements:
 - a. the requirements and standards that are customary in the branch of Supplier;
 - b. Supplier will comply at all times with the laws, regulations and administrative regulations relevant to the Performance;
 - c. the regulations and directions provided by Achmea;
 - d. the Sustainability Statement for Suppliers (Duurzaamheidsverklaring), the Achmea General Code of Conduct (Algemene Gedragscode Achmea) and the Achmea Purchase Code of Conduct (Gedragscode voor Inkoop), which can be found (in Dutch) on [Achmea's website](#); and
 - e. Supplier does not damage the reputation or integrity of the Achmea Group in any way.
- 2.2 On request, Supplier cooperates in investigations that Achmea carries out in the context of the legislation and regulations applicable to Achmea. For example in the field of (inter)national sanctions, prevention of money laundering, financing of terrorism and research into the Ultimate Beneficial Owner(s) of Supplier. Supplier notifies Achmea of any relevant changes in this regard as soon as possible.
- 2.3 Supplier delivers the Performance in such a way that Achmea is at all times able to comply with the applicable legislation and regulations, if this can reasonably be required in relation to the Performance.
- 2.4 Parties keep each other informed of developments and (proposed) changes (for example in legislation and

regulations) that are (can be) important for the execution of the Performance. If Supplier has a reason to assume that it cannot execute the Performance as agreed for example because of a proposed change or because Achmea does not fulfill its obligations quickly or well enough, it will immediately inform Achmea about this. If Supplier doesn't do that, it cannot invoke that circumstance at a later stage.

- 2.5 Supplier informs Achmea immediately when it becomes aware of a circumstance that could adversely affect Achmea's reputation.
- 2.6 Supplier ensures that it has sufficiently informed itself of the objectives with respect to the Performance, the organization, the processes and data streams of the Achmea Group, the information that is relevant for the Agreement and the feasibility of the Performance within the parameters set by Achmea. Upon request, Achmea provides Supplier with additional relevant information. If there is lack of clarity, Supplier asks Achmea timely for clarifications.
- 2.7 Supplier may not suspend the Performance, unless a Court gives permission for the envisaged suspension.
- 2.8 If Supplier does not perform at the agreed time or within the agreed period(s), it is in default. All agreed times and periods are therefore final deadlines for Supplier unless agreed otherwise in writing.

3 SECURITY

- 3.1 Supplier ensures appropriate technical and organizational measures that guarantee the security of the Performance.
- 3.2 Supplier immediately informs Achmea, at the latest within 24 hours about interruption of the services, security incidents and other incidents with possibly serious consequences for (a legal entity of) the Achmea Group or for the continuity of Supplier.
- 3.3 If there is a statutory obligation for Supplier to notify a supervisory authority of an incident, Achmea and Supplier consult each other about the way in which they will do this.
- 3.4 If (web) applications, (web) services and/or infrastructure of Supplier are used for the delivery of the Performance, Supplier regularly carries out continuity and/or security tests (including penetration tests) to gain an insight into the risks and vulnerabilities in its IT protection. If findings that influence the continuity and/or security of the delivered Performance are found, Supplier immediately informs Achmea. In addition, Achmea periodically has the right to carry out (have carried out for it) one or more continuity and/or security tests. Achmea is not liable for any damage that may arise from the test.

4 FEES

- 4.1 The agreed fees include all costs for the Performance, including travel and accommodation costs, but excluding VAT. A party may not unilaterally modify the agreed fees.
- 4.2 Work that is not laid down in the Agreement (additional work) is only paid for, if Achmea has signed the offer for the additional work in which at least the nature, volume and costs of the additional work are mentioned.
- 4.3 Supplier sends the invoice in PDF format to facturen@achmea.nl within 30 days after the Performance has been delivered. The invoice contains a reference to the order with reference number, PO number/WBS element, cost center and addressee within Achmea (business division and contact person).
- 4.4 Achmea pays all uncontested invoices within 30 days of receipt. If Achmea contests part of an invoice, Supplier sends 2 separate invoices, 1 of which concerns the uncontested and the other the contested amount of the invoice. After Supplier has issued a reminder that the invoice has not yet been paid, Supplier may calculate an interest at 4% per year on the uncontested amounts that are (unjustly) not paid within 30 days of receiving the invoice.
- 4.5 Supplier pays all taxes, levies and contributions that are due on the Performance, in accordance with legislation and regulations. If Supplier engages subcontractors, Supplier ensures they do the same. Supplier indemnifies Achmea against any claims arising from non-payment (in time) of the taxes, levies or contributions owed by Supplier or a subcontractor. At the request of Achmea, Supplier directly issues a statement (at its discretion, from

a registered accountant or the Tax Authorities) that Supplier has fulfilled the obligation mentioned in this Article.

- 4.6 If Achmea has a reasonable suspicion that Supplier does not comply with Article 4.5, Achmea is entitled to withhold 50% of the payable fees from its payments to Supplier as a reserve. Achmea may keep this reserve until Achmea has received the statement mentioned in Article 4.5..
- 4.7 If the Agreement is terminated (regardless of the ground) Supplier immediately, pro rata, repays the advance payments.
- 4.8 Supplier sends the invoice related to the Performance within 1 year after the Performance has been delivered at the latest, in absence of which the right to claim compensation for the Performance will expire.

5 INTELLECTUAL PROPERTY RIGHTS

- 5.1 Intellectual Property rights ('IP rights') of a party that already exist on the date of the Agreement are not transferred to the other party.
- 5.2 Achmea obtains the IP rights to all material created as part of the Performance. As far as necessary, these rights are herewith transferred to Achmea. If further acts are required for the transfer, Supplier cooperates. As far as possible Supplier herewith waives its personality rights, also on behalf of the persons involved on its side.
- 5.3 If the intended use of the Performance infringes existing IP rights, Supplier shall grant, with regard to those rights, Achmea a perpetual, royalty-free, non-exclusive, worldwide, irrevocable, unlimited, sub-licensable (sub) license (for which no extra payment is due).
- 5.4 Supplier guarantees that the Performance and its use do not infringe IP rights of a third party. Supplier fully indemnifies the Achmea Group against all third party claims concerning an alleged infringement of IP rights. Parties inform each other about claims regarding an infringement of IP rights belonging to a third party. Upon request, Achmea will transfer the defense against the claim to Supplier. In that case, Supplier will not recognize an infringement or liability nor will it enter into obligations on behalf of Achmea without prior written permission of Achmea.
- 5.5 When a third party takes action related to infringement, Supplier solves any problems Achmea may encounter because of it. If Achmea suffers damage as a consequence of such a circumstance, Supplier will compensate all damages Achmea has suffered.
- 5.6 Upon request, Supplier will provide Achmea with all source files and (partial) materials related to the Performance if Achmea owns the IP rights thereto.

6 CONFIDENTIALITY

- 6.1 Confidential information is inter alia all information regarding the existence and contents of the Agreement, the company, the structure, systems, activities, employees, (potential) customers, knowhow, trade secrets, personal data, (meta)data Achmea is generating by using the Performance and all other information a reasonably thinking person knows or is ought to know to be confidential information.
- 6.2 Parties will use confidential information exclusively for the performance of the Agreement. Without prior written permission of the other party, a party may not share confidential information with a third party.
- 6.3 Parties will take all reasonable and appropriate measures to ensure confidentiality of the confidential information.
- 6.4 A confidentiality obligation does not apply to information that:
 - (i) is in the public domain already without any breach of the obligation of confidentiality;
 - (ii) has become public as a result of a party's obligation thereto on the basis of any statutory regulation, an investigation by a competent supervisory authority, a judicial decision/judgment or a settlement reached via alternative dispute resolution;
 - (iii) was demonstrably already known by the receiving party before the moment of disclosure;
 - (iv) has been demonstrably developed independently by receiving party.
- 6.5 At the request of the providing party, the receiving party will return or destroy all obtained confidential information, unless a legal provision dictates otherwise.

6.6 If Supplier acts contrary to this Article 6, it directly owes Achmea a penalty of € 50.000,- for each infringement.

7 DATA

7.1 **Achmea-data** are all data (including meta-data, telemetric data, usage statistics etc.) that:

- Achmea shares with Supplier in the conclusion or execution of the Agreement and;
- is created in the execution of the Performance.

7.2 Achmea-data is confidential information.

7.3 Supplier uses Achmea-data only for the Performance and not for other purposes.

7.4 Supplier immediately informs Achmea of each request for access to or submission of Achmea-data. Supplier refuses to comply with such a request, unless Supplier is required to do so by law. In which case Supplier only supplies the data that is strictly necessary in a protected manner and informs Achmea of the specifics of the submission if this is legally allowed.

7.5 If Supplier provides Achmea with (new) personal data as part of the Performance, Supplier guarantees that these data have been lawfully obtained.

7.6 After all Achmea-data have been transferred to Achmea, Supplier destroys all Achmea-data [still in its possession] fully and in a secure manner from all used storage locations and provides Achmea with a certificate of [successful] destruction.

8 PRIVACY

8.1 In the performance of the Agreement, parties guarantee that they act in accordance with all applicable privacy laws and regulations. At the request of Achmea, Supplier gives Achmea insight into the way this is implemented. Each party indemnifies the other party against the damage caused by the other by not complying with the privacy laws or regulations.

8.2 Supplier does not transfer personal data to nor makes personal data accessible from a location outside the European Economic Area.

9 AUDIT

9.1 Achmea has the right to have an independent external auditor or its internal audit division examine Supplier's compliance with the Agreement. An audit will be announced beforehand if that is reasonably possible.

9.2 Supplier will cooperate with legitimate research by or on behalf of the supervisory authorities of the Achmea Group. Supplier provides Achmea with a copy of the data it has given to the supervisory authority, if permitted by law.

9.3 Supplier cooperates with an audit and complies with the reasonable requests (for information) from the auditor and/or the supervisory authority.

10 SUBCONTRACTING

10.1 Prior written permission from Achmea is required for engaging subcontractors in the performance of the Agreement. Achmea will not refuse this permission on unreasonable grounds. Supplier informs Achmea beforehand about changes related to the (use of) subcontractors.

10.2 Supplier is responsible and liable for the performance of its obligations by a subcontractor. Supplier ensures that each subcontractor complies with all obligations relevant to the Agreement.

11 RIGHT OF USE

11.1 Achmea may also use the Performance for other divisions of the Achmea Group and give them access to and use of

the Performance. Achmea may also have other service providers use the Performance if this is necessary for them to provide their services for Achmea. All rights and defenses (including indemnifications) arising from the Agreement also apply and are available to the divisions of the Achmea Group and service providers referred to here.

- 11.2 If a division of the Achmea Group is transferred to a third party, then Achmea may continue to give this division access to and use of the Performance. At the request of Achmea, Supplier continues to deliver the Performance to this division as if it were a division of the Achmea Group during a maximum of 12 months from the date on which the transfer is completed.

12 LIABILITY

- 12.1 The liability of a party is limited to € 2,000,000 (two million euros) per contract year. This restriction does not apply to indemnifications, the articles on privacy, IP rights, confidentiality or in case of willful intent ('opzet'), fraud or gross negligence ('grote nalatigheid of bewuste roekeloosheid'), and in case of death or injury.
- 12.2 If Supplier has to pay Achmea a penalty, this does not detract from the other rights of Achmea, including its right to performance and termination. If Supplier has to pay a penalty, Achmea has a right to compensation as far as the damage is higher than the penalty.
- 12.3 Supplier takes out an adequate insurance from a reputable insurance company, with an extended coverage for the liability for which Supplier is liable according to the Agreement, including injury, damage to property and professional liability. At the request of Achmea, Supplier provides Achmea with a copy of the proof of insurance.
- 12.4 Articles 6:89, 7:23 and 7:761 of the Dutch Civil Code do not apply.

13 TRANSFER

- 13.1 The rights on the basis of this Agreement cannot be transferred and cannot be encumbered by Supplier without prior written approval of Achmea. In case of a merger, takeover or legal or factual division that influences Supplier, Supplier informs Achmea as soon as possible and parties can negotiate in good faith about all necessary changes to the Agreement. If parties cannot agree on the changes within 2 months after the start of the negotiations, or if a party that is not reasonably acceptable for Achmea has become involved on the side of Supplier, then Achmea may immediately terminate the Agreement, without Achmea being liable for any compensation in connection with this termination.
- 13.2 Achmea may transfer its rights and obligations (or part thereof) from the Agreement: a. to a division of the Achmea Group, b. to a third party taking over a business activity for which the Performance is delivered, and c. in the framework of outsourcing. Achmea will inform Supplier as soon as possible of such a transfer.

14 TERMINATION

- 14.1 Achmea may terminate the Agreement (in part) in writing with a notice period of 30 days, without Achmea being liable for any compensation in connection with this termination.
- 14.2 Each party may terminate the Agreement with immediate effect (in part) in writing, while no party will be entitled to compensation, if:
- a. the other party is declared bankrupt or suspension of payment is granted to the other party, the other party has requested its own dissolution; or
 - b. the other party does not comply with its obligations under the Agreement for 30 days due to force majeure;
- 14.3 Achmea may also terminate the Agreement in writing (in full or in part) with immediate effect, without Achmea being liable for any compensation in connection with this termination, if:
- a supervisory authority has made objections against the continuation or performance of the Agreement and the parties do not succeed in changing these objections within a month resulting in the withdrawal of the objections;
 - this is based on laws or regulations regarding (inter)national sanctions or if Achmea reasonably cannot be required to continue its relation with Supplier based on serious violations of laws or regulations that apply

- to Supplier;
- Supplier has failed to meet any obligation arising from the Agreement and has defaulted, which would allow Achmea to rescind (“ontbinden”) the Agreement.
- control over or the casting vote at Supplier is exercised by a third party to which Achmea has not granted prior written approval;
- there is a merger, legal or de facto demerger (whether or not by a transfer of assets and/or liabilities) that affects the Supplier;
- in Achmea’s opinion, the reputation or integrity of Achmea is adversely affected.

15 TRANSFER / EXIT AFTER TERMINATION

- 15.1 Regardless of the reason of termination of the Agreement, Supplier cooperates with a smooth transfer of the Performance to Achmea or another party it has designated. Parties will make reasonable exit agreements that ensure complete continuity of the Performance and prevent any impact on clients of Achmea. Supplier is obliged to continue and deliver the Performance until the transfer/exit is completed. In that period, the Agreement continues to apply to the Performance.

16 SURVIVAL

- 16.1 Articles that are meant to survive the expiration or termination of the Agreement will remain valid. These are in any case the Articles on indemnifications, privacy, IP rights, confidentiality, liability, applicable law, competent court and escrow.

B. Services

If services are provided, both Section A. and Section B. apply.

17 SCREENING

- 17.1 Supplier conducts a background check of the employment history and the references of persons that are to be deployed on its behalf, prior to their deployment at Achmea, if these persons (a) get access to Achmea-data and/or (b) get individual access to a location, the systems or networks of Achmea. This screening at least meets the requirements set by Achmea, included in the Annex ‘Pre Employment Screening Regulation’. In order for persons to be deployed, the screening must be concluded with a positive result. Supplier informs Achmea of this outcome. For the situation described under (b), Achmea will conduct an additional check in the ‘Centrale Bedrijfstak Informatiesystemen van Bank en Verzekeringswezen’ (‘CBI’) administration.
- 17.2 Supplier informs the persons to be deployed of this screening. It also ensures that these persons recognize its legitimate interest and cooperate with this screening and with the provision of the relevant data to Achmea for the ‘CBI’ check.
- 17.3 If this article 17 applies, Supplier gives Achmea within 14 days from Achmea’s request a report of factual findings drafted by a chartered accountant, or another statement that is accepted by Achmea, from which follows that Supplier has fulfilled the abovementioned screening obligations.
- 17.4 If Supplier acts in violation of this article 17, for each violation it directly owes Achmea a penalty of € 500 per person deployed, with a maximum of € 50.000,-.

18 LOCATION PRESCRIPTIONS

- 18.1 If Supplier executes the Performance at an Achmea location, Supplier guarantees that the person who will come to the Achmea location on its behalf:
- a. complies with the company rules and the rules of conduct of Achmea, which will be given to the contact person of Supplier;
 - b. announces its arrival at and departure from the Achmea location to the person designated by Achmea for this matter; and
 - c. has a valid ID and a document in which is stated that he carries out work at Achmea.
- 18.2 Achmea has the right to refuse access to an Achmea location.

19 NON-WORKING DAYS

- 19.1 Achmea does not owe fees for the days on which work is not actually carried out for Achmea.

20 REPLACEMENT OF DEPLOYED PERSONS

- 20.1 In case of replacement of a deployed person, Supplier guarantees that the new person who is to be deployed has at least the same skills, experience, knowledge and diplomas and references as those expected from the replaced persons. Supplier prevents that the replacement leads to delays or costs for Achmea.
- 20.2 At the request of Achmea, Supplier replaces a deployed person if that is necessary in the reasonable opinion of Achmea.

21 DEPLOYMENT OF WORKERS

- 21.1 With the deployment of workers, Supplier shall:
- a. ensure that the deployment is not considered to be a payroll construction;
 - b. make every effort to deploy employees who have an employment contract with it;
 - c. comply with the applicable collective labor agreement and the other applicable employment conditions;
 - d. timely ask Achmea for the information that is required to determine the labor conditions of the worker;
 - e. lay down all agreements regarding labor conditions in a comprehensible and accessible manner; and
 - f. immediately inform Achmea in writing if it expects that it cannot (timely) pay the salary of a worker deployed for Achmea.
- 21.2 If Achmea allows Supplier to engage a third party for the deployment of workers at Achmea, this third party shall not be an intermediary party. Therefore, Supplier guarantees that this third party is (i) an employer who directly makes those employees with an employment contract with it available to Supplier (supplier), or (ii) an independent person with whom, in accordance with the Assessment of Employment Relationships Deregulation Act or subsequent legislation and regulations to prevent false self-employment, binding agreements are concluded;
- 21.3 Supplier indemnifies Achmea and holds Achmea harmless from any financial consequences and claims, including any penalties and costs, that result from any breach by Supplier, or its sub-contractors, of the Workers Allocation By Intermediaries Act ('Waadi') or of any other laws or regulations relating to the engagement or deployment of workers.
- 21.4 At the request of Achmea, Supplier directly issues a statement (at its discretion, from a chartered accountant or the Tax Authorities) that Supplier has fulfilled the obligation mentioned in this article.
- 21.5 If Achmea has a reasonable suspicion that Supplier does not comply with this article 21, Achmea is entitled to withhold 50% of the payable fees from its payments to Supplier as a reserve. Achmea may keep this reserve until Achmea has received the statement mentioned in this article.

22 WORKERS ALLOCATION BY INTERMEDIARIES ACT ('WAADI')

- 22.1 Supplier complies with the requirements under the Waadi.
- 22.2 Prior to the performance of the services Supplier registers at the Chamber of Commerce and provides Achmea an extract of the Chamber of Commerce as evidence of its registration.
- 22.3 Supplier guarantees that deployed workers will, prior to their deployment at Achmea, comply with their identification obligation.
- 22.4 Supplier guarantees that Achmea will be informed of any changes in the registration as soon as possible.
- 22.5 At Achmea's request Supplier immediately sends an up-to-date extract of its registration at the Chamber of Commerce regarding its own company.

C. Goods

If Goods are supplied, both Section A. and Section C. apply.

23 DEFINITION

Goods: property as defined in the law.

24 DELIVERY AND OWNERSHIP

- 24.1 Achmea becomes owner of the Goods as soon as they are delivered and accepted by Achmea at the agreed location. Supplier will inter alia adequately package, store, secure and insure the goods until that moment. Until that moment the Goods remain at the risk of Supplier.
- 24.2 Achmea may inspect the Goods upon delivery, but it is not obliged to do so. Supplier will collect rejected Goods as soon as possible and, at the discretion of Achmea, replace or credit them.
- 24.3 Supplier is obliged to test the Goods prior to delivery and to set them up in working order, unless parties have made other written agreements on this matter. Upon request, Supplier collects and take back packaging materials free of charge.
- 24.4 All Goods Achmea makes available to Supplier for use within the framework of the Performance remain the property of Achmea or third parties and Achmea can take them back at any time. Supplier will store these Goods separately and indicates on these Goods that they are property of Achmea.

25 QUALITY

- 25.1 If a defect occurs within the normal lifetime, the Goods are considered not be in compliance with the Agreement. This does not apply if Supplier demonstrates that the defect is the consequence of normal wear and tear or that it is caused by a mistake of Achmea.
- 25.2 Supplier must be able to maintain and repair the goods during the normal lifetime.

D. Software

If Software is delivered or made available in another way, Section A., Section B. and Section D. apply.

26 DEFINITIONS

Release: an updated version of the Software that repairs mistakes from earlier versions and adds patches and bug fixes.

Software: the computer programs in object code as described in the Agreement, including the accompanying documentation, new Versions, new Releases, updates, changes and corrections.

Version: an updated version of the Software that adds a substantial new functionality or fundamentally alters the structure of the Software.

27 LICENSE

- 27.1 Supplier grants the Achmea Group a non-exclusive, irrevocable, worldwide, perpetual and unlimited license for the use of the Software. Eternal means that the license continues to exist after expiry or termination of the Agreement. Where parties have agreed that Achmea does not pay a one-off license fee, but pays for the use of the Software for each time period, Achmea may only continue to use the Software after expiry or termination of the Agreement if Achmea also has the right to use the source code.
- 27.2 The Achmea Group may use the Software on separate systems for each of the following purposes: (i) testing, (ii) development/configuration, (iii), acceptance (iv) continuity of business processes, (v) backup and (vi) repair in case of calamities.
- 27.3 The Achmea Group may use the object code of the Software without any restriction, unless that restriction is explicitly included in the Agreement.
- 27.4 The Achmea Group may only copy, disassemble or decompile the Software if this is necessary for the interoperability with other independently developed software or if it appears that Supplier does not deliver the necessary maintenance, improvement or support.
- 27.5 If Achmea gets a copy of the object code of the Software, the Achmea Group may make an unlimited number of copies of it to circulate the Software within the Achmea Group. Indications of property rights and copyrights included on the original copies are not removed in this process.

28 DOCUMENTATION

- 28.1 Supplier gives Achmea documentation that is correct, complete and understandable for the end user, written in the Dutch and/or English language, about the properties and possibilities of the Software.
- 28.2 Supplier ensures that the documentation remains up-to-date. Supplier modifies the documentation as soon as possible at its expense if it is incomplete, unclear, out-of-date or incorrect and also if the Performance or the equipment changes. Supplier provides this modified documentation to Achmea.

29 INSTALLATION

- 29.1 Supplier takes care of the installation of the Software, unless Achmea indicates it will do this by itself. Installation also includes migration and if necessary conversion of existing data files.
- 29.2 If Supplier knew or should have known that adaptations to equipment or other software are necessary, Supplier will take care of them as part of the Agreement.

30 QUALITY OF THE SOFTWARE

- 30.1 Supplier guarantees that the Software:
 - a. functions and will continue to function in accordance with the specifications and requirements in the Agreement (including the documentation); and
 - b. is free of errors in the material design and programming errors and does not contain viruses or other undesirable elements, and cannot be remotely disabled.
- 30.2 This guarantee shall be valid from the moment of acceptance by Achmea and will be valid for the duration of one year.
- 30.3 During the warranty period Supplier shall repair all deficiencies or defects within a reasonable timeframe.
- 30.4 If Supplier does not repair the deficiencies or defects within such timeframe, Achmea can have these repaired by a third party at Supplier's costs.
- 30.5 Supplier will test the Software with respect to the abovementioned issues prior to the delivery and it will only deliver it if the Software fulfills the requirements. If Supplier is also responsible for the installation and testing in the environment of Achmea, then Achmea will make a test environment available.

31 ACCEPTANCE

- 31.1 Achmea may carry out an acceptance test on the Software to check whether the Software fulfills the Agreement and can be used in the production environment.
- 31.2 Acceptance of the Software takes place by written confirmation of Achmea or by use for more than a month in a production environment of Achmea without the occurrence of a failure or defect. If the delivery takes place in parts or if a system consists of different components, Achmea may perform an acceptance test on the entire system as soon as it is available, besides the interim acceptance of the individual parts or components. Acceptance does not detract from the guarantee included in Article 30.
- 31.3 If Achmea does not accept the Software, Supplier will, at the discretion of Achmea: (i) repair the defects free of charge within a reasonable period, or (ii) repay the fees Achmea paid for the Software. Other rights and remedies Achmea has on the basis of the Agreement continue to apply. Once Achmea will have received the repaired version of the Software, Achmea may again perform the acceptance test.

32 MAINTENANCE AND SUPPORT

- 32.1 This Article is applicable if maintenance is agreed upon.
- 32.2 Supplier ensures a consistent version policy and shares it with Achmea. New Versions and Releases are made available in time and contain at least the same functionality as previous versions and releases. Achmea is not obliged to use a new Version or Release.
- 32.3 Supplier ensures that the Software is and remains compatible with the releases (also including security fixes) of the operating system on which the Software is installed and that are described as upward compatible by the Supplier of the platform. Supplier also ensures that the Software is compatible with the operating system of a new platform that replaces the original platform. A new Version or Release may not negatively influence the functionality of the Software of the platform and its correct and reliable functioning.
- 32.4 Maintenance and support may not decrease the availability of the Software. If it cannot reasonably be prevented that Achmea can temporarily not use the Software because of maintenance and support, Supplier asks Achmea for permission beforehand and the consequences thereof for the business activities of Achmea will be limited as much as possible.
- 32.5 As far as the Software is intended for compliance with laws and regulations, the Software is modified or updated in time to accommodate the legal changes, so that Achmea continues to comply with laws and regulations.

33 ESCROW

- 33.1 At the request of Achmea, Supplier deposits the source code of the Software with an independent custodian under conditions that are customary in the branch.
- 33.2 Supplier, Achmea and custodian will agree upon the conditions of such a deposit. Part of the conditions is that custodian will directly release the source code, without additional conditions and free of charge, to Achmea if Supplier:
 - a. asks for a suspension of payment or goes bankrupt,
 - b. ceases its activities without transferring its obligations under the Agreement to a third party; or
 - c. fails to such a degree in the performance of its obligations under the Agreement that the use of the Software as intended by Achmea is at risk as a consequence thereof.
- 33.3 Supplier ensures that that the deposited version of the Software is and remains identical to the version of the Software that is used by Achmea. The release also concerns the information that is necessary to give a reasonably experienced and qualified software developer complete insight into the structure of the Software. Supplier informs Achmea of each deposit.
- 33.4 At the moment of execution of the escrow agreement Supplier grants Achmea, where required also on behalf of its licensors, the right to use the source code of the Software as deposited by Supplier (and/or its licensors) under the separate escrow agreement.
- 33.5 After release, Achmea may use, adjust, improve, maintain and copy the Software and the source code without any restrictions and develop products derived from it (for the benefit of the Achmea Group) without any restrictions. Achmea may also have these activities carried out for it by its service providers.

E. Cloud Services

If Cloud Services are provided, Section A., Section B., the articles 26, 28, 30, 31 and 33 of Section D. and Section E. apply.

34 DEFINITIONS

Cloud Services: Software made available by Supplier through a public network as a service and/or (hosting) services, i.e. services that store or process Achmea data on hardware of or under the responsibility of Supplier.

35 DATA AND RIGHT OF USE

- 35.1 For the duration of the Agreement, Supplier obtains a non-exclusive, non-transferrable, worldwide right of use for the Achmea data and any software Achmea may have provided to Supplier (**'Achmea Software'**) as far as this is necessary to carry out this Agreement.
- 35.2 Supplier grants the Achmea Group a non-exclusive, non-transferrable and worldwide right of access to and the use of the Cloud Services from each location for the duration of the Agreement and any exit period after that. Supplier gives Achmea the required access keys and access certificates for this purpose.
- 35.3 If Supplier grants the Achmea Group access to content or software of third parties as part of the Cloud Services, Supplier guarantees that it has obtained the required permission from those third parties. The indemnification in Article 5 also applies to infringement claims caused by such content or software of third parties.
- 35.4 Supplier grants the Achmea Group an irrevocable, non-exclusive, eternal license, as far as it concerns the Software given in escrow by Supplier, to be used from the moment the Software is released from escrow.



36 SECURITY CLOUD SERVICES

- 36.1 Supplier ensures that each physical and virtual service location is a secure environment that is only accessible for qualified staff. If a connection is made between a service location and: (i) a system or network of the Achmea Group or (ii) the internet, Supplier ensures that such a connection is secure and that unauthorized third parties do not have access to the service location, a system or network of Achmea or Achmea data.
- 36.2 Supplier continues to take appropriate technical and organizational measures to secure and protect the Achmea data against unauthorized or unlawful processing and unintended loss, destruction or damage. Besides, Supplier keeps Achmea data separate from data of other clients. Supplier will also take care of a separation between the Software and the data server.