

**CHAPTER I: GENERAL****Article 1 Definitions**

In these general purchase conditions, the following terms shall have the following meanings:

**General Purchase Conditions:** these general purchase conditions.

**Services:** all services to be provided by Supplier to Mediahuis and/or Affiliated Companies based on the Agreement, as well as any products created as a result.

**Affiliated Companies:** all present and future companies with which Mediahuis is affiliated in a group within the meaning of Article 2:24b of the Dutch Civil Code.

**Goods:** all goods to be delivered by Supplier to Mediahuis and/or Affiliated Companies under an Agreement, including both goods and property rights, and the associated (licence) rights.

**Supplier:** the party who submits an offer or with whom Mediahuis concludes an Agreement.

**Mediahuis:** Mediahuis Nederland B.V., or the Affiliated Company that submits a Request for a Quotation, receives a Quotation and/or enters into an Agreement with the Supplier.

**Data:** all the data from Mediahuis and/or Affiliated Companies that Supplier possesses at any time in connection with (the execution of) the Agreement, including but not limited to personal data.

**Quotation:** the offer submitted to Mediahuis by a Supplier, whether or not in response to a Request for a Quotation.

**Request for a Quotation:** the invitation from Mediahuis to Supplier to submit a Quotation.

**Agreement:** any agreement under which Mediahuis purchases Goods and/or Services from Supplier.

**Deliverable(s); products or services:** the Goods and/or Services to be delivered by Supplier under an Agreement.

**SaaS software:** software offered by Supplier as a(n) (online) Service.

**Fee:** the payment owed by Mediahuis to Supplier in connection with the delivery of the product(s) or service(s).

**Article 2 Applicability**

- 2.1 These General Purchase Conditions apply to and form an integral part of all Requests for a Quotation, Quotations and Agreements.
- 2.2 These General Purchase Conditions consist of a general section (Chapter I), a section applicable only to the delivery of Goods (Chapter II), a section applicable only to the delivery of Services (Chapter III), and a section applicable only to the delivery of ICT Goods and Services (Chapter IV). In case of inconsistencies between one or more applicable parts, the chapter with the highest number prevails.
- 2.3 Deviations from these General Purchase Conditions shall only be binding on Mediahuis if and insofar as Mediahuis has expressly accepted these deviations in writing. When these General Purchase Conditions are contradictory to an Offer, the provisions of these General Purchase Conditions will prevail.
- 2.4 Mediahuis expressly rejects the applicability of any general conditions used by Supplier.

**Article 3 Quotations**

- 3.1 A Quotation must comply with the conditions and specifications contained in the Request for a Quotation. Any deviations from the Request for a Quotation must be explicitly indicated in the Quotation.
- 3.2 A Quotation must provide insight into the specific characteristics of the Deliverable(s) that Supplier knows or should know are important to Mediahuis.
- 3.3 A Quotation is deemed to be an irrevocable offer by Supplier and is valid for at least six (6) months, to be counted from the date on which Mediahuis receives the Quotation.

- 3.4 Any costs incurred by Supplier in connection with a Quotation will not be reimbursed by Mediahuis.

**Article 4 Conclusion of the Agreement**

- 4.1 Mediahuis is entitled to refrain from entering into the Agreement at any time prior to it being signed, without being liable for damages or being obliged to enter into an Agreement after all.
- 4.2 Mediahuis is only bound by an Agreement that has been concluded in writing and signed by an authorised representative of Mediahuis.
- 4.3 Any services provided by Supplier and any preparations made for these services prior to the moment at which an Agreement is concluded are at Supplier's own expense and risk.

**Article 5 Quality**

- 5.1 Supplier guarantees that the Deliverables that will be delivered during the execution of the Agreement as well as during the expected life span, will at least:
  - a. be of good quality and "state of the art" in comparison with similar goods and services;
  - b. be free from defects and complete and fit for the purpose for which they are intended; and
  - c. meet the conditions and specifications stipulated in the Agreement, the expectations that Mediahuis may reasonably have regarding the characteristics, quality and reliability thereof, taking all circumstances into account, and the applicable laws and regulations or other government provisions.
- 5.2 Supplier will execute the Agreement properly and carefully, will look after the interests of Mediahuis to the best of its ability, and will deliver the product(s) or service(s) to the best of its knowledge and ability.
- 5.3 Supplier guarantees the quality of the person(s) charged with executing the Agreement on its behalf.

**Article 6 Fees, invoicing and payment**

- 6.1 All Fees are in Euros, exclusive of VAT and inclusive of all costs associated with the delivery of the Product(s) or service(s), and are fixed for the duration of the Agreement.
- 6.2 If, contrary to the foregoing, it is agreed in writing that certain costs are eligible for reimbursement, these costs will only be eligible for reimbursement if the specific costs have been approved in writing by Mediahuis in advance.
- 6.3 Invoicing takes place after delivery of the agreed Deliverables, or - if an acceptance test has been agreed - after acceptance of the delivered product(s) or service(s).
- 6.4 Payment of invoices by Mediahuis takes place within 30 days of receipt of the invoice, provided that the invoice is accompanied by the specifications set out in the Agreement.
- 6.5 Mediahuis is entitled to suspend payment of an invoice if it disputes the correctness of an invoice, or if Supplier fails to fulfil any obligation under the Agreement. Supplier cannot derive acceptance of the Deliverable by Mediahuis from payment of an invoice.
- 6.6 The term of payment mentioned in article 6.4 is not a deadline. A notice of default in accordance with Article 6:82 of the Dutch Civil Code shall therefore be required for default.
- 6.7 Any additional work can only be charged for if the fee for it is approved in writing by Mediahuis in advance. Additional work does not in any event include work that the Supplier could or should reasonably have foreseen in order to deliver the product or service, or work that is the result of an attributable shortcoming on the part of the Supplier.

**Article 7 Postponement or interruption of the Deliverable(s)**

- 7.1 Mediahuis can order Supplier to temporarily postpone or interrupt the delivery of the product(s) or service(s). Mediahuis will notify Supplier of this in writing, stating the reasons. Requests for postponement or interruption will be honoured by the Supplier, unless this cannot reasonably be required of it.
- 7.2 In the event of a postponement or interruption, Mediahuis is obliged to pay Supplier any additional costs reasonably incurred by Supplier in the context of the Agreement for the duration of the postponement or interruption. Supplier will inform Mediahuis of these costs in advance.

**Article 8 Termination of the Agreement**

- 8.1 Each of the parties shall be entitled to terminate the Agreement with immediate effect by registered letter if the other party:
- files for bankruptcy or is declared bankrupt;
  - applies for or is granted a moratorium on payments or judicial reorganisation;
  - is faced with an attachment under a court order on essential parts of its business which may impede the performance and compliance with the Agreement;
  - is dissolved or otherwise ceases to exist;
  - undergoes a change of control to such an extent that the continuation of the Agreement cannot reasonably be demanded from the cancelling party
- The foregoing shall not affect the right of the terminating Party to claim damages.
- 8.2 Supplier will, when the Agreement ends, for whatever reason, provide all reasonable cooperation with respect to transferring the product(s) or service(s) to be delivered to Mediahuis or a third party designated by Mediahuis, in such a way that the continuity and quality of the product(s) or service(s) to be delivered are safeguarded. At Mediahuis' first request, the parties shall draw up an exit plan to lay down how the parties will implement the provisions of this paragraph.

**Article 9 Liability**

- 9.1 Supplier is liable for all damage suffered by Mediahuis and Affiliated Companies that can be attributed to Supplier or a third party engaged by Supplier, including but not limited to all costs reasonably incurred by Mediahuis and/or Affiliated Companies in (extra) judicial proceedings as a result of an attributable shortcoming or wrongful act by Supplier or a third party engaged by Supplier.
- 9.2 Supplier indemnifies Mediahuis and Affiliated Companies against third-party claims in connection with the execution of the Agreement by Supplier or third parties engaged by Supplier.
- 9.3 Except in the case of intent or gross negligence, the liability of Mediahuis and Affiliated Companies towards Supplier is limited to compensation for direct damage, up to a maximum of the Fee (exclusive of VAT) owed on the basis of the Agreement in the previous six (6) months, or, if it is not a continuing performance agreement, the value involved in the Agreement. Direct loss shall be understood to mean exclusively:
- the Fee in proportion to the delivered and demonstrably usable Deliverable(s);
  - the costs reasonably incurred by Supplier within the framework of the Agreement, including the costs incurred to prevent or limit damage, insofar as Supplier demonstrates that these costs have resulted in limiting direct damage within the meaning of these Terms and Conditions.

- 9.4 Liability of Mediahuis and Affiliated Companies for indirect damage, including consequential damage, loss of profit, lost savings, loss of data, and damage due to business interruption is excluded, except in the case of intent or gross negligence.

**Article 10 Insurance**

- 10.1 Supplier declares that it and the third parties engaged by it are adequately insured and remain adequately insured against any liability arising from the law and/or from (the execution of) the Agreement and Mediahuis will, on demand, produce proof of this insurance and/or of premium payment.
- 10.2 Supplier's liability is not limited to the insured amount.
- 10.3 The Supplier assigns in advance all claims to payments from the insurance policy or policies referred to in the first paragraph of this Article to Mediahuis, insofar as these relate to damage suffered by Mediahuis.

**Article 11 Audit**

- 11.1 Supplier undertakes to keep accurate records of all Services provided under the Agreement.
- 11.2 To enable Mediahuis to check whether Supplier is fulfilling all obligations arising from the Agreement correctly, fully and in a timely manner, Supplier will provide Mediahuis with all information reasonably required for that purpose.
- 11.3 Mediahuis has the right to inspect (or arrange for the inspection of) all relevant activities, procedures, administrations and reports performed or generated by Supplier in order to fulfil the Agreement, regardless of where they are located.
- 11.4 Supplier shall give all reasonable cooperation to an inspection by Mediahuis as referred to in Article 11.3, and will provide all relevant access, assistance and information in a timely manner, provided that Supplier has been informed in advance that the inspection will take place.
- 11.5 During the term of the Agreement and for 7 years thereafter, Supplier will retain all data relevant to said inspection to the extent that Supplier still has such data at its disposal after the transfer of data within the framework of the end of the Agreement.
- 11.6 Each party shall bear its own costs relating to an inspection as referred to in article 11.3. Contrary to the above, Supplier will bear the costs of such an inspection on the part of Mediahuis in the event of apparent shortcomings on the part of Supplier.
- 11.7 If Mediahuis deems it necessary, Supplier will at Mediahuis's request cooperate with an investigation at Mediahuis by competent authorities at all times.

**Article 12 Documentation**

- 12.1 Supplier shall make all available documentation intended for the proper use of the products or services to be delivered, as well as any quality marks and/or certificates, in particular licence numbers, guarantee and licence declarations and instructions for use, available to Mediahuis in a timely manner. The documentation must be and remain such that it provides a correct, complete and detailed description and manual of the products or services to be delivered by the Supplier, and must furthermore satisfy the requirements set out in the Agreement.
- 12.2 During the term of the Agreement, Supplier shall ensure that the documentation referred to in Article 12.1 shall be replaced, amended or adapted as soon as possible at its own expense if it emerges at any time that this documentation contains incorrect information or is otherwise incomplete, insufficient or out of date.
- 12.3 Mediahuis is entitled, without any restriction, to reproduce, change and make available to third parties the documentation that has been made available for its own use.

**Article 13 (Intellectual) property rights**

- 13.1 All (intellectual) property rights to or that arise in the context of the products or services supplied by the Supplier under the Agreement and the use thereof by Mediahuis and/or Affiliated Companies accrue to Mediahuis. Insofar as these rights are not already vested in Mediahuis, these rights are hereby transferred by Supplier to Mediahuis.
- 13.2 Insofar as possible, Supplier waives any personality rights in this respect, and guarantees that any employees and/or third parties it engages have also done so.
- 13.3 If and insofar as further action is required to transfer or provide the rights accruing to Mediahuis under the Agreement, Supplier shall lend its cooperation at Mediahuis's first request.
- 13.4 The Fee paid for the Deliverables shall also include all payments to which Supplier may be entitled as a result of the transfer or provision of the rights to which Mediahuis is entitled under the Agreement.
- 13.5 Supplier guarantees that it is entitled to the transfer or provision of the rights vested in Mediahuis under the Agreement, and that the delivery and use of the Deliverables and the resulting products do not infringe the rights of third parties. Supplier shall indemnify Mediahuis without limitation, both judicially and extrajudicially, against all damage and costs (including the full costs of legal assistance) arising from claims from third parties in this regard. Supplier will inform Mediahuis immediately, in writing, of the existence and content of such a claim.
- 13.6 Supplier shall, at its own expense, take all measures that may help to prevent stagnation at Mediahuis and to limit the extra costs incurred and/or damage suffered by Mediahuis in connection with (alleged) infringements as referred to in Article 13.5.
- 13.7 Nothing in the Agreement will result in the transfer of any intellectual property rights to Supplier.
- 13.8 Supplier is not entitled to use Mediahuis's intellectual property rights, except to the extent necessary for the performance of its obligations under the Agreement.

**Article 14 Transfer of rights and obligations; engaging third parties**

- 14.1 Unless explicitly agreed otherwise, Parties are not entitled to transfer, dispose of or encumber the rights or obligations arising from the Agreement to a third party without written permission from the other Party.
- 14.2 Supplier is only entitled to use third parties in the fulfilment of its obligations under the Agreement with the prior written consent of Mediahuis. Supplier remains responsible and liable at all times for the fulfilment of the obligations incumbent on it under the Agreement.
- 14.3 Supplier is aware that Mediahuis may enter into the Agreement for the benefit of one or more Affiliated Companies. In this context, Supplier agrees that the products or services to be provided under the Agreement may be made available to one or more Affiliated Companies. Insofar as applicable, the Supplier guarantees that the products or services to be delivered may be used or (sub)licensed by the Supplier to the Affiliated Company(ies) concerned.
- 14.4 Affiliated Companies are also beneficiaries of all rights, remedies and any claims that Mediahuis may have under the Agreement. This provision is an irrevocable third-party clause within the meaning of Article 6:253 of the Dutch Civil Code, so that Affiliated Companies can exercise these rights, remedies and any claims directly against the Supplier.

**Article 15 Obligation to provide information**

- 15.1 Supplier guarantees that it has provided and will provide Mediahuis with all information that may reasonably be relevant to the conclusion and execution of the Agreement.

- 15.2 Supplier will keep Mediahuis informed at all times of the progress of the execution of the Agreement.

**Article 16 Confidentiality, publicity and security of information**

- 16.1 Both during and after the term of the Agreement, Supplier will observe secrecy regarding the content of the Agreement and all information that comes to its attention in the context of the execution of the Agreement, except if and insofar as there is an obligation to make announcements pursuant to a mandatory legal provision, in which case the announcements will only be made following mutual consultation and the approval of Mediahuis. Supplier guarantees that all persons who are directly or indirectly charged with the execution of the Agreement on its behalf will comply with the same duty of confidentiality and are jointly and severally liable for compliance with this duty.
- 16.2 On the termination of the Agreement, Supplier shall ensure that all information relating to the Agreement - including all copies of that information, whether written, electronic or otherwise stored - that contains confidential information about Mediahuis and/or Affiliated Companies is returned to Mediahuis without delay, or, at the request of Mediahuis, is completely destroyed immediately.

**Article 17 Applicable law; competent court**

- 17.1 The General Purchase Conditions and the Agreement are governed exclusively by Dutch law.
- 17.2 All disputes that may arise from or in connection with the interpretation or execution of the Quotation, the Agreement and/or the General Purchase Conditions shall be submitted exclusively to the competent court in Amsterdam.

**Article 18 Miscellaneous**

- 18.1 If any provision of these General Purchase Conditions and/or the Agreement is null and void or be declared void, the other provisions will remain in full force. Mediahuis will draw up a new provision, which will approximate the purpose and meaning of the void or voided provision as much as possible. The new provision will replace the original provision.
- 18.2 Failure to exercise a right arising from the Agreement, or to do so in a timely manner, cannot be deemed as a waiver of that right.
- 18.3 Mediahuis reserves the right to amend these General Purchase Conditions and to inform Supplier thereof in writing.
- 18.4 Amendments and supplements to the Agreement are only valid if and insofar as they have been agreed in writing between the Parties.
- 18.5 Rights and obligations arising from these General Purchase Conditions that by their nature and content are intended to continue remain in full force and effect after termination of the Agreement, or do so after the submission of a Quotation that has not resulted in an Agreement.

**CHAPTER II: SPECIFIC PROVISIONS ON GOODS****Article 19 Delivery of Goods**

- 19.1 Delivery of Goods takes place at the agreed place and time, to the applicable Incoterm Delivered Duty Paid (DDP) applicable at the time. Immediately after delivery, the parties shall draw up and sign a proof of delivery.
- 19.2 The Goods shall be packed for delivery in packaging which, assessed according to the state of the art at the time of delivery, is not (suspected to be) environmentally harmful, or which may otherwise pose a threat to safety, welfare or health. Supplier is obliged to dispose of the packaging materials at its own expense and risk.

**Article 20 Acceptance of Goods**

- 20.1 Mediahuis has the right to examine the Goods delivered within a reasonable period of time.
- 20.2 If it appears from the examination referred to in Article 20.1 that the Goods delivered do not meet the (quality) requirements set out in the Agreement, Mediahuis may refuse the Goods. Refusal will be made in writing, stating the reasons. Errors and/or shortcomings will be rectified by the Supplier without delay and all costs associated with this will be payable by the Supplier, without prejudice to all other rights Mediahuis has under the law and/or the Agreement.
- 20.3 Goods not accepted must be removed by and at the expense of Supplier on Mediahuis's first demand. If and insofar as Supplier fails to fulfil this obligation, Mediahuis is entitled to proceed with removal itself at Supplier's expense.

**Article 21 Transfer of ownership and risk**

- 21.1 Ownership of the Goods passes to Mediahuis at the moment of delivery or at the moment of payment for the Goods in question, whichever moment comes first.
- 21.2 The risk of the delivered Goods shall not pass to Mediahuis until after the Goods have been delivered in accordance with the provisions of Article 20.

**Article 22 Warranty and product liability**

- 22.1 If a defect in the Goods arises during the agreed or statutory warranty period, Supplier is obliged, regardless of the cause of the defect, to replace or repair the Goods concerned within a reasonable period to be specified by Mediahuis or to take back the Goods and to repay the Fee paid for the Goods immediately, at the discretion of Mediahuis. The foregoing does not apply if Supplier demonstrates that Mediahuis has culpably caused the defect itself.
- 22.2 If Supplier fails to fulfil its obligation to rectify defects on time, Mediahuis is entitled, without prejudice to its further rights, after prior written notification to Supplier and at Supplier's expense, to rectify these defects itself or to have them rectified by third parties. Supplier is obliged to cooperate in this and to provide the necessary information on first demand.
- 22.3 The warranty period will be extended by the period equal to the period(s) during which the Goods could not be (fully) used as a result of a defect that manifests itself during the warranty period. A new warranty period equal to the original warranty period shall apply to the Goods or parts thereof which have been provided in replacement.
- 22.4 The Goods delivered must, even after the warranty period has expired, comply with the Agreement in accordance with the provisions of Section 7:17 of the Dutch Civil Code.
- 22.5 Supplier indemnifies Mediahuis and Affiliated Companies against all claims arising from product liability in connection with the Goods delivered.

**CHAPTER III: SPECIFIC PROVISIONS ON SERVICES****Article 23 Acceptance**

- 23.1 If execution of the Agreement by Supplier entails the production, programming, repair, configuration or installation of any product for the benefit of Mediahuis and/or Affiliated Companies, or any other programming, configuration or installation work, Supplier will not be released from its obligations in this respect until (the result of) the Deliverable has been tested and accepted by Mediahuis, including a penetration test if so desired by Mediahuis.
- 23.2 Mediahuis shall be given the opportunity to make full operational use of (the result of) the products or services delivered by the Supplier during the performance of the acceptance test.

- 23.3 Supplier shall not commence the test procedure before it is satisfied that (the result of) the product or service to be delivered meets the agreed (quality) requirements.
- 23.4 If the acceptance test shows that (the result of) the product or service to be delivered has shortcomings, Supplier is obliged to remedy these as soon as possible, after which a new acceptance test will follow. If the shortcomings are still not satisfactorily resolved at that time, Mediahuis will be entitled to dissolve the Agreement with immediate effect, without prejudice to the other rights of Mediahuis.

**Article 24 Data Processing**

- 24.1 If Supplier processes Data in the context of the Agreement, Supplier shall comply with the applicable laws and regulations when processing the Data, including but not limited to the General Data Protection Regulation (AVG) and the Dutch Telecommunications Act. Supplier is fully liable and shall indemnify Mediahuis and Affiliates both in and out of court for all damages resulting from non-compliance by Supplier with the applicable laws and regulations regarding the processing of Data.
- 24.2 If, in the context of the Agreement, the Supplier has access to Data that qualifies as personal data within the meaning of the AVG in respect of which Mediahuis is the 'controller' and the Supplier the 'processor' within the meaning of the AVG, the parties shall conclude a processor's agreement in accordance with the model Mediahuis uses, which shall be appended to the Agreement.
- 24.3 Supplier shall immediately inform Mediahuis of any request from anyone other than Mediahuis to inspect, supply or disclose the Data processed by Supplier.

**Article 25 Data Protection**

- 25.1 Supplier shall ensure that appropriate technical and organisational measures are taken to protect the Data that it processes in the context of the Agreement against loss or unlawful processing. Insofar as the information made available to Supplier under the Agreement contains personal and/or commercially sensitive information, the security of this information must be arranged in accordance with ISO 27001 (or another adequate and generally accepted standards framework based on national or international standards). If a Deliverable consist (in part) of the performance of (parts of) one or more business processes of Mediahuis that (indirectly) affect the financial reporting of Mediahuis, Supplier must also submit an annual ISAE 3402 assurance report (or another adequate and generally accepted statement based on national or international standards).
- 25.2 Mediahuis is entitled to have the measures taken by Supplier as referred to in Article 25.1 examined by an independent expert at all times. If such an examination shows that the measures taken by Supplier are inadequate, the costs of the expert examination will be borne by Supplier.
- 25.3 Supplier does not have any right of retention with respect to the Data.

**Article 26 Backup, retention obligation**

- 26.1 Supplier shall ensure that Data stored on one of Supplier's servers as part of the delivery of a Deliverable is backed up regularly. The server where the backups are made will be physically located in a different place than the server used to provide the Service.
- 26.2 Every server on which Data is stored is located within the European Union. Each time Supplier moves a server, on which Data is stored, to a country outside the European Union, Supplier shall first submit this in writing to Mediahuis for approval, which approval may be subject to conditions.

- 26.3 After termination of the Agreement, and at Mediahuis's first request, Supplier shall immediately transfer to Mediahuis all data carriers (including documents and CD-ROMs) and copies thereof containing Data, irrespective of who created the content of those data carriers, or - at Mediahuis's request - destroy them or transfer them to a third party designated by Mediahuis. Supplier shall see to it that the Data existing at that time are easily and completely accessible to the party to which Supplier transfers the Data and that the Data are suitable to perform services comparable to the Service provided by Supplier.
- 26.4 Supplier is aware that Mediahuis can have a(n) (extra) back-up of the Data stored with a third party. Upon the first request to do so, Supplier will provide the Data to the third party engaged by Mediahuis and will notify Mediahuis immediately in writing.

**Article 27 Personnel**

- 27.1 Supplier guarantees that its personnel charged with the execution of the Agreement are competent and meet all the requirements imposed on them by legislation and regulations and by Mediahuis, including but not limited to the provisions of the Foreign Nationals (Employment) Act. Supplier indemnifies Mediahuis and Affiliated Companies in this respect, both judicially and extrajudicially.
- 27.2 Supplier's personnel must be able to identify themselves at all times when Mediahuis or Affiliated Companies request them to do so during the execution of the activities related to the execution of the Agreement at the Mediahuis site.
- 27.3 The personnel must comply with the house rules, instructions, guidelines and/or safety regulations applicable at the location where the Agreement is being performed, and disrupt the normal business operations of Mediahuis and Affiliated Companies as little as possible. Supplier shall ensure that the personnel receive the house rules and other applicable regulations before the execution of the Agreement.
- 27.4 Insofar as the implementation of the Agreement requires contact with the personnel of Mediahuis and/or Affiliated Companies, this will take place within the usual working days and times of Mediahuis.
- 27.5 Without the prior written consent of Mediahuis, Supplier is not entitled to use (the staff of) third parties for the execution of the Agreement, including but not limited to temporary workers. Mediahuis will withhold its permission only on reasonable grounds and is entitled to attach conditions to this permission. The provisions of the Agreement apply by analogy to third parties or their personnel hired with Mediahuis' permission and the Supplier guarantees that these third parties will fully comply with the provisions of the Agreement.
- 27.6 Except in the cases referred to in Article 27.7, Supplier is not entitled to temporarily or permanently replace the persons charged with performing the Agreement without prior written permission from Mediahuis. Mediahuis shall only withhold its consent on reasonable grounds and is entitled to attach conditions to such consent.
- 27.7 Supplier will arrange for a replacement in the event of the illness, resignation or death of a person who is charged with performing the Agreement. In that case, Supplier must inform Mediahuis of the replacement in good time, stating the reason and the expected duration. Supplier must arrange for the replacement within five (5) working days.
- 27.8 If Mediahuis wishes other persons to execute the Agreement, because it believes that this is important for the proper execution of the Agreement, it will inform Supplier of this in writing, stating the reasons. Supplier will arrange for replacement.

- 27.9 In the event of replacement of the persons referred to in Articles 27.6, 27.7 and 27.8, persons must be made available who are at least equal in expertise, education and experience to the persons originally deployed and who in any event meet the requirements set for them in the Agreement. The Fee will not change as a result of the replacement and Supplier will not charge for any training time.
- 27.10 Supplier indemnifies Mediahuis and Affiliated Companies against claims from Supplier's personnel pursuant to the provisions of Section 7:658(4) of the Netherlands Civil Code.
- 27.11 An act or omission of Supplier's personnel is deemed to be an act or omission of Supplier.

**Article 28 Taxes, contributions**

- 28.1 Supplier is obliged, within two (2) weeks of the end of a calendar quarter in which Supplier has supplied Mediahuis with a Service, to submit a statement from a registered accountant showing that it has paid the wage tax, social security contributions and VAT owed in connection with the Agreement at the first request of Mediahuis. Failure to comply with this obligation entitles Mediahuis to suspend payments to Supplier and to dissolve the Agreement with immediate effect. The costs incurred by Supplier in connection with this declaration shall be borne by Supplier.
- 28.2 Mediahuis is entitled, at its own discretion:
- to require Supplier, on demand, to open a blocked bank account (G-rekening) or a deposit account where Mediahuis can deposit the amounts invoiced to it up to the amount of the wage tax, social security contributions and VAT owed by Supplier in connection with the Agreement; or
  - pay the amounts invoiced to it up to the amount of the wage tax, social insurance contributions and VAT owed by Supplier in connection with the Agreement directly to the Dutch tax authorities.
- 28.3 Supplier shall fully indemnify Mediahuis and Affiliated Companies for any damage that they may suffer as a result of any claims arising from non-compliance with the provisions of this Article.

**CHAPTER IV: SPECIFIC PROVISIONS ON ICT GOODS AND SERVICES****Article 29 General**

Delivery in this chapter also includes making SaaS software available (online) as a Service.

**Article 30 Versions**

- 30.1 When delivering hardware and software, Supplier undertakes to always deliver the most recent version of the product concerned. If Supplier should reasonably be aware of the fact that a new version will be available within six months of delivery, it must inform Mediahuis of this in good time. In that case, Supplier will allow Mediahuis to choose whether to postpone delivery until the new version is available, or to purchase the existing version and to exchange it for the new one free of charge as soon as it becomes available.
- 30.2 When delivering software, Supplier will also provide Mediahuis with older versions of the software concerned, on request and free of charge.
- 30.3 Supplier will only supply software that is both "upward compatible" and "downward compatible" and therefore offers a connection to older and newer versions.
- 30.4 All software supplied will always be compatible with the standard hardware and software, as well as with specific hardware and software as stated in the Agreement.

**Article 31 New versions and releases**

- 31.1 Supplier will always inform Mediahuis in a timely manner about available new versions and releases of the software and their content, as well as the consequences of putting them into use by means of "release notes". At the request of Mediahuis, Supplier will make a copy of the new version or release of the software available free of charge for testing and evaluation purposes. Mediahuis will not owe any additional fee for the right to use a new version or release.
- 31.2 If a new version or release sets (additional) requirements that Mediahuis cannot meet, Mediahuis is entitled to continue using the current version or release, with Supplier ensuring that support for this version is maintained until the end of the agreed maintenance obligation. Mediahuis will notify Supplier in writing of a situation as referred to in this paragraph.
- 31.3 New versions and releases of the software will have the same specifications as their predecessor and will always be fully compatible with the utilities, applications and files that Mediahuis and Affiliated Companies use in conjunction with the software. This means, among other things, that these applications, utilities and files will not have to be modified or converted if a new version or release of the software appears. If full compatibility is not possible, Supplier will notify Mediahuis of this in writing and in good time.

**Article 32 Licences**

- 32.1 If and insofar as the delivery of Goods by Supplier goes hand in hand with the provision of a licence, on the basis of which Mediahuis owes a periodic Fee, Supplier guarantees that this licence also entitles Mediahuis to make available free of charge and to use later versions, releases, bug fixes, updates/patches and upgrades. In this context, the following definitions apply:
- version: a collection of upgrades indicated by means of an identification number;
  - release: a (new) version of software, also including a so-called "point release" in which only a large number of components of a previous version are indicated;
  - bugfix: "work-around" for software related problems that are technical or security related;
  - Update/patch: a temporary software measure to solve a shortcoming or security problem.
  - upgrade: a change whereby the version number is upgraded and set to 0 (zero) (example: version 1.17 > 2.0).
- 32.2 Unless explicitly stated otherwise in the Agreement, Supplier guarantees that the licence issued to Mediahuis means that the software supplied can be used without restriction by Mediahuis and Affiliated Companies for the purposes for which it was purchased, and can be integrated without restriction with other systems or software.
- 32.3 If Mediahuis has purchased separate licences, the total of which represents the value of a site licence at any time, the licence will apply as a site licence by operation of law from that moment onwards.

**Article 33 Source code, escrow**

- 33.1 If Supplier develops new software for Mediahuis and/or Affiliated Companies, Supplier shall make the source code of this software (and of every partial delivery thereof) available to Mediahuis.
- 33.2 If the execution of the Agreement means that Mediahuis has access to existing software, Supplier will, at Mediahuis's request
- make the relevant source code available;
  - conclude an escrow agreement in this respect; or
  - ensure that the Mediahuis can join an existing escrow agreement for the software concerned.

- 33.3 The aforementioned escrow agreement will at least give Mediahuis access to the source code if Supplier becomes bankrupt, is granted a moratorium on payments or is reorganised by the courts, liquidates its company, defaults on its obligations towards Mediahuis in respect of this software, or in similar cases. The costs of the escrow agreement shall be borne by Supplier.
- 33.4 The quality of the source codes made available or given in escrow shall be such that the object codes supplied can be generated in the usual manner using them, on the basis of which the software can be maintained.

**Article 34 Warranty**

- 34.1 Supplier guarantees that the software supplied will be free of software that can damage an automated work or data, make it unusable or inaccessible, delete it or gain unlawful access to it, such as a virus, Trojan horse or worm.
- 34.2 Without prejudice to Mediahuis's other rights, Supplier shall notify Mediahuis immediately upon discovery of the presence of software as referred to in Article 34.1 and Supplier shall do all that is possible to remove the software as soon as possible in a manner that causes the least possible inconvenience to Mediahuis and Affiliated Companies.

**Article 35 Open-source software**

- 35.1 Supplier guarantees that the software delivered does not contain any so-called "open-source software", unless Mediahuis has given its express prior consent. The aforementioned permission can only be given if Supplier has provided Mediahuis with timely and exhaustive insight into which open-source software will be used, which (licensing) conditions apply, which legal implications this will have and, after assessing this information, Mediahuis is of the opinion that the open-source software can be used.
- 35.2 Permission given by Mediahuis does not affect Supplier's obligation to indemnify Mediahuis and Affiliated Companies against all damage and costs in the event that the use of the open-source software gives rise to claims from third parties and does not affect Supplier's rights of use, guarantees and indemnifications.

**Article 36 Software as a Service (SaaS)**

- 36.1 Supplier shall, at its own expense, take care of the hosting, management and maintenance of the SaaS software in such a way that it does not disrupt the supply of the Service.
- 36.2 Insofar as necessary to be able to use the SaaS software, Supplier shall also make available the software that Mediahuis must install on its central computer and/or the computer of the users of the Service in order to be able to use the SaaS software. After the software referred to in this paragraph has been made available, Mediahuis is responsible for its maintenance and service.
- 36.3 Supplier guarantees that the SaaS software is continuously available for the duration of the Agreement. In particular, Supplier guarantees that the SaaS software will remain set up and will be maintained and updated at all times, such that Mediahuis and Affiliated Companies are at all times able to use the SaaS software in the agreed manner and with due observance of the agreed quality, security and times.
- 36.4 Supplier shall, at its own expense, regularly ensure innovation of the Services and - after Supplier has tested them with a positive result - implement them in consultation with Mediahuis in order to improve the functionality of the SaaS Software. Supplier will ensure that the innovation affects the use of the SaaS software for which it is intended as little as possible and guarantees that the innovation will not affect the equipment and connections used by Mediahuis and Affiliated Companies for the use of the SaaS software, unless Supplier informs Mediahuis of this in writing at least three (3) months in advance.