

General Purchase Terms and Conditions ICT & Systems

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A. GENERAL PROVISIONS

1. DEFINITIONS

The following definitions apply in these General Purchase Conditions ICT:

1. Acceptance: SNBV's approval for the operation of the Hardware in relation to specific Software or specific application software used by SNBV and/or the approval of all components of the Software, or the approval of the Services delivered by the Other Party.
2. Acceptance test: the test which proves that the Hardware in relation to the (application) software to be used by SNBV meets the agreed specifications, and that it has the characteristics guaranteed in accordance with these conditions and/or that the Software in relation to the hardware to be used by SNBV meets the agreed specifications.
3. Hardware: the hardware to be delivered or delivered by the Other Party as described in the Agreement including Documentation and Materials.
4. Appendices: the annexes to this Agreement, which, form an integral part of this Agreement after initialling the pages by Parties.
5. Source Code: the set of software instructions in their native programming language including its Documentation, meant for execution by a computer, in such a form that a software programmer with knowledge and experience of the programming method and technique used, can apply his knowledge and experience to modify the software.
6. Cloud Computing: the set of software, hardware and data entered that is being made available through the Internet.
7. Conversion: the set of measures and activities aimed at the transfer of the current procedure to a new procedure related to submitting and processing data, in which the Hardware and/or Software will be used.
8. Services: all services and resources purchased by and/or to be delivered by and/or made available by SNBV pursuant to the Agreement, including any work done by the Other Party, if applicable.
9. Documentation: the description of functionality and possible usage of the Hardware and/or Software provided by the Other Party, contained in software or otherwise in separate books or other data carriers.
10. Defect: Defect: not meeting or not fully meeting the agreed requirements of the Hardware or the Software.
11. Implementation: the introduction of the Software in the hardware bought or by SNBV or other hardware to be used by SNBV, and if necessary the modification of such hardware or the Software to such an extent that the Software will operate in accordance with the agreed specifications.
Implementation also includes Conversion of existing data and files.
12. Installation: the configuration of the Hardware in working condition at the place of delivery arranged with SNBV, as well as making the System Software available to SNBV. By installation of Hardware and System Software at least the following is meant: delivery, unpacking, configuring, installing and connecting of the various components to the Hardware.
13. Installation date: the date on which both parties state that the Hardware and System Software have been installed.
14. Custom-made (software): specific computer software including Documentation and Materials developed in assignment of or intended for SNBV.
15. Malware: time bombs, Trojan horses, worms, viruses or other software codes which have been introduced in the Software, which may modify the functionality of the Hardware and/or Software and/or which may result in failure of the Software to operate in accordance with the Specifications and Documentation.

16. Materials: resource materials such as software supplies, interfaces, compilers etc. needed for the use, maintenance, implementation and modification of the Hardware and/or Software.
17. New Version: a modified and/or improved version (also referred to as 'release') of the Software or System Software which increases its functionality.
18. Offer: a document made at the request of SNBV containing a specified offer for an intended Agreement.
19. Maintenance: maintenance of the Hardware and/or the Software as detailed in the Agreement and/or the SLA.
20. Agreement: the agreement, offer or other document signed by SNBV and the Other Party containing arrangements concerning delivery of services and/or goods.
21. Staff of the Other Party: the staff members and/or other third parties and/or auxiliary persons deployed by the Other Party who will be working under its responsibility.
22. Software: computer software including its Documentation and Materials for which the Other Party has granted SNBV the right of use pursuant to an Agreement.
By Software is also meant any software that has been improved or modified for or on behalf of SNBV (Updated Version), as well as New Versions of the software, provided by the Other Party or by third parties.
23. Framework Agreement: the general agreement between SNBV and the Other Party, which regulates the conditions that apply to parties and which is the basis for concluding further agreements.
24. SaaS: Software as a Service: software and software end applications offered online for which the software will be purchased per period from an application software provider (ASP) for Cloud Computing.
25. Damage: damage as defined in article 18 of these Terms and Conditions.
26. SLA or Service Level Agreement: a technical and detailed specification of the services to be delivered pursuant to an Agreement as well as for each specified component of such services containing the specific requirements to be met for that particular component.
27. SNBV: the private company with limited liability Schiphol Nederland B.V. and the Dutch companies associated with Schiphol Nederland B.V. in accordance with the provisions of Section 24a of Book 2 of the *Burgerlijk Wetboek* (Dutch Civil Code).
28. System Software: the operating software described in the Agreement, which is being used in combination with the Hardware, including its Documentation. By System Software is also meant any other help software made available by the Other Party.
29. Third Party Message (TPM): brief summary of the findings of the IT General Control audit at and by the respective supplier which allows SNBV to form a concise picture of the quality of the respective supplier's IT processes.
30. Updated Version: a modified version (also referred to as 'update') of the (System) Software, which resolves Defects in that software or which improves its logical cohesion.
31. Terms and Conditions: these General Purchase Terms and Conditions ICT and Systems, AIV-ICTS-SNBV VW-8006, January 2015
32. Other Party: the natural person or legal entity who is the other party of SNBV in respect of an Offer or Agreement.
33. Working Days: calendar days, excluding weekends and official Dutch holidays (including 5 May), on which the agreed activities will be performed between 08:00 and 18:00 hrs.

2. APPLICABILITY

1. These Terms and Conditions consisting of General Provisions and Special Provisions are wholly applicable to all Agreements that SNBV enters into with the Other Party, unless expressly deviated in writing in the Agreement.
2. Any General Terms and Conditions, whatever their name may be, of the Other Party or other third parties do not apply.
3. If any of the provisions of these General Terms and Conditions should prove to be void, be annulled or otherwise lose their legal validity, the other provisions of these General Terms and Conditions shall remain in force as much as possible, to the extent that this is in accordance with the purpose of these General Terms and Conditions. Furthermore, Parties shall consult each other about such provisions, with the aim of making replacement regulations to the extent that the purpose of these General Terms and Conditions will be maintained.
4. In the event of a conflict between the General Provisions of these General Terms and Conditions and any Special Conditions of these General Terms and Conditions relevant to the Agreement, the Special Provisions shall prevail.

3. FORMATION OF AN AGREEMENT

1. An Agreement is formed by an offer of the one party and acceptance of that offer by the other party, after which the written arrangements will be signed by both parties.
2. In certain cases an Agreement may also be formed by means of a scanned document sent by email as long as the scan has been signed in a duly authorized manner, in which case email messages together with a scan shall be considered equal to written documents.

4. THE CONTENT OF THE AGREEMENT

1. The Agreement and these General Terms and Conditions shall cover all arrangements made between SNBV and the Other Party. If, for the execution of Agreement, SNBV makes available certain specifications, technical information, designs, instructions, application techniques, inspection regulations, models, lay outs, sketches and/or other documents and/or parties agree upon a Service Level Agreement (SLA), these shall be part of the Agreement as well.
2. Any deviations from these General Terms and Conditions and any supplements for further execution can only be agreed in writing. Each Agreement shall contain at least the following details:
 - a) an indication of the subject of the Agreement;
 - b) a reference to the applicability of these General Terms and Conditions and a rejection of the general terms and conditions of the Other Party;
 - c) the name, specification and functionalities of the Hardware and/or Software and Documentation, object or objective of SNBV pertaining to Hardware and/or Software, or a description of the services;
 - d) the order number;
 - e) the invoicing address and invoicing reference;
 - f) any Acceptance Tests to be agreed;
 - g) the prices;
 - h) an indication of or reference to, respectively, a list of contacts as meant in article 20 of these General Terms and Conditions and address for correspondence;
 - i) the term of delivery (terms within which Installation and Implementation, Acceptance and the provision of services must have taken place or been successfully provided, divided into phases insofar as possible); and
 - j) the place of delivery;
 - k) an escrow agreement, if necessary.

5. DELIVERY

1. Hardware and/or Software shall be delivered DDP Schiphol to the agreed place of delivery - unless agreed otherwise in writing. The "Incoterms" edition 2010, published by the International Chamber of Commerce in Paris apply for the interpretation of the terms of delivery.
2. The Hardware and/or Software to be delivered should be accompanied by a packing list. The packing list should contain the SNBV order number, and the item number or item numbers, number or numbers and description or descriptions.

Goods shall only be considered to have been delivered when signed for receipt by SNBV. SNBV is entitled to suspend payment until Acceptance has been fulfilled.

3. All deadlines stated in the Agreement are final, unless specifically agreed otherwise in writing.
4. If an agreed final period of delivery is exceeded by circumstances attributable to the Other Party, the Other Party incurs an immediately payable penalty not eligible for setting-off of 1% of the value of the order up to a maximum of 15% for each working day that the Other Party exceeds the agreed period of delivery, without a demand or notice of default being required. This provision does not affect the other rights of SNBV to performance or termination of the Agreement and/or full compensation of the Damage. Penalties shall not be set-off against any compensation of damages.
5. If SNBV opens the Hardware's and/or the Software's packaging or if SNBV breaks the seal of such packaging, this will never imply SNBV's acceptance of that Hardware and/or Software.
6. Hardware and/or Software delivered to SNBV in anticipation of the delivery schedule, and delivery of only a part of the Hardware and/or Software to be delivered according to the delivery schedule need not be accepted by SNBV. The corresponding Hardware and/or Software may be returned to the Other Party at its expense.
7. Unless expressly stated otherwise in the Agreement, the Other Party will be liable and bear all the risks for loss of or damages to the Hardware and/or Software as ordered in the Agreement, (1) until such Hardware and/or Software will have been delivered to the destination, place of approval or place of acceptance as stated in the Agreement; or (2) in case of rejection of the Hardware and/or Software at the time of delivery until the Hardware and/or Software will in fact be approved on delivery.
8. The Other Party shall immediately notify SNBV in writing of any circumstances that may delay delivery. In such cases, the Other Party is obliged to do everything it can to meet its obligations, notwithstanding SNBV's rights as meant in article 15 of these General Terms and Conditions.

6. ACCEPTANCE AND ACCEPTANCE TEST

1. Parties may agree to have an Acceptance test performed. If this is the case, Parties will consult each other to establish the procedures for an Acceptance Test. The Acceptance Test shall be described separately in an Appendix to the Agreement. If no Acceptance Test has been agreed, SNBV will notify the Other Party in writing within two weeks of delivery whether it accepts or does not accept the Hardware and/or Software. If the Other Party has not received a written notification from SNBV within said period, it may not be concluded that SNBV has accepted the Hardware and/or Software. Parties may agree to have an Acceptance test performed. If this is the case, Parties will consult each other to establish the procedures for an Acceptance Test. The Acceptance Test shall be described separately in an Appendix to the Agreement. If no Acceptance Test has been agreed, SNBV will notify the Other Party in writing within two weeks of delivery whether it accepts or does not accept the Hardware and/or Software. If SNBV does not accept the Hardware and/or Software, it will specify the reason or reasons for not accepting the Results. If the Other Party has not received a written notification from SNBV within said period, it may not be concluded that SNBV has accepted the Hardware and/or Software. If SNBV has started to put the Hardware and/or Software into use, SNBV is supposed to have accepted the Hardware and/or Software.
2. The procedure for the Acceptance Test will be drawn up by SNBV. The costs made by the Other Party at SNBV's written request for cooperation will be charged to SNBV in accordance with the agreed prices.

3. The results of the Acceptance Test will be recorded in writing in a test report which shall be signed by both parties.
4. Minor defects which reasonably will not hinder the Hardware and/or Software being put into professional use shall be corrected by the Other Party at a date to be agreed upon by Parties.
5. The Hardware and/or Software will be deemed to have been accepted by SNBV if SNBV has informed the Other Party in writing of such acceptance, where applicable by stating the minor defects which will still need to be corrected.
6. After Acceptance the Other Party is not obliged under the Agreement to repair Defects in the Hardware and/or Software, with the exception of cases in which:
 - a) SNBV can invoke rights under the agreed guarantee;
 - b) the Defects would not have arisen if the Other Party had correctly complied with the agreed maintenance obligations; and/or
 - c) the Defects were hidden at the time of Acceptance of the Hardware and/or Software and SNBV could not reasonably have discovered them.

In such cases the Other Party is obliged to correct the Defects in accordance with the provisions of these General Terms and Conditions.

7. PACKAGING

1. All Hardware and/or Software will be packed by the Other Party in such a way that in regular transport it will reach the destination in good condition and suitable for storage. The Other Party is liable for any Damage caused by inadequate packaging.
2. Upon delivery or installation, respectively, all packaging will be taken back by the Other Party at its expense and risk.
3. The Other Party will make use of environmentally-friendly packaging as much as possible.

8. DOCUMENTATION

1. Within the agreed period, the Other Party shall provide SNBV with Documentation regarding the Hardware, Software and Maintenance.
2. The Documentation shall present a correct, complete and detailed description of the Hardware to be delivered, or the Software to be made available, or its Maintenance.
3. SNBV is entitled to copy the Documentation as meant in article 8 paragraph 1 of these General Terms and Conditions for its own use.
4. The Documentation will be written in Dutch.
5. During the agreed guarantee period the Other Party will, at the request of SNBV and at its own expense, replace, modify or adjust the Documentation as soon as possible, if at any moment the Documentation should prove to contain incorrect information or if the information should otherwise prove to be incomplete, insufficient, unclear or out-of-date.

9. PRICES

1. The agreed prices are fixed, are stated in euros and are inclusive of all taxes and levies (for instance import duties and export duties) and inclusive of all costs, but exclusive of VAT (BTW). Furthermore the prices have been based on the delivery condition 'delivered duty paid' (DDP, Incoterms, edition 2000) at the agreed place of delivery.
2. The Other Party shall charge the agreed prices and reimbursements for the Hardware and/or Software and/or Services it has delivered to SNBV. The Other Party is obliged to use a transparent rate calculation and to make this available to SNBV.
3. The prices and fees offered by the Other Party and agreed upon will be stated in euros.

4. The Other Party is obliged to notify SNBV on its own initiative of price adjustments, in which case Parties shall consult each other about the adjustment of the prices and fees to be paid by SNBV.
5. The Supplier may adjust its prices no more than once per calendar year, more specifically on 1 January, after consulting with and having obtained written agreement *from the contact person of Corporate Procurement of SNBV (Purchaser) indicated in the Agreement*. Such adjustment should be made known to SNBV in writing and be accompanied by a proper substantiation, no later than on 1 October preceding the new calendar year. If Parties agree on adjustment, the maximum adjustment percentage to be applied will be determined according to the following index: the price index figure for *cao-lonen Zakelijke Dienstverlening 70-74 (2000=100) inclusief bijzondere beloningen* [collective agreements for Business Services including exceptional remunerations] . As a starting point will be taken the published figures for the period of July of the preceding year (n-2) up to and including June of the year that precedes the year containing the adjustment date of 1 January (n-1).

10. PAYMENT TERMS

1. After the Hardware and/or Software and/or Services have been received by SNBV on the agreed place of delivery and have been accepted in accordance with the relevant provisions of the applicable Special Conditions and any further agreements, the Other Party shall invoice the amounts to be paid pursuant to the Agreement in a single copy, specified and provided with the relevant order number.

Unless agreed otherwise, payment will be done by deposit or transfer into the bank account stated by the Other Party in writing, within 30 days of SNBV's reception and approval of the invoice.

2. Payment by SNBV does not mean waiver of rights whatsoever.
3. Any claims of the Other Party against SNBV must be brought within one year after inception of the claim.

11. COOPERATION

1. Parties are mutually obliged to timely provide all cooperation, data and information, which is useful or necessary for the execution of the agreed services.
2. If SNBV makes available to the Other Party hardware, materials or data, SNBV shall retain the property rights to these. The Other Party will carefully handle the items made available to it.
3. If and to the extent needed for the execution of the activities, SNBV will provide the Other Party with adequate working space.
4. If the Other Party has installed hardware at SNBV's sites for the delivery of the agreed Services, SNBV shall grant the Other Party access to this hardware during normal office hours and if needed in exceptional cases outside office hours, taking into account SNBV's company rules. This right of access applies to the Other Party's staff and to third parties acting on behalf and under the responsibility of the Other Party.
5. Within the context of the IT services delivered, SNBV is entitled to request from the Other Party a so-called Third Party Message (TPM) in order to test quality requirements and processes. The TPM audit report will be issued free of charge within a reasonable period after the TPM has been requested by SNBV.

12. TRAINING AND SUPPORT

1. If SNBV so desires, the Other Party will provide training and support to SNBV's staff. This intends to make SNBV and its staff reasonably acquainted with the use of the Hardware and/or Software and any further development and maintenance as the case may be. Training and support shall be provided by the Other Party, by persons qualified and capable to pass their knowledge on to others.
2. The scope, duration and any costs of support will be agreed upon in writing beforehand.

13. PROGRESS REPORTS

If requested by SNBV, the Other Party will send written reports to SNBV about the progress of delivery, development and/or Implementation of Hardware, Software and/or Documentation. Parties will make further arrangements about the frequency and contents of the reports.

14. INTELLECTUAL PROPERTY

Unless otherwise agreed in writing, the intellectual rights and intellectual property rights to the Hardware and/or standard Software, the Services delivered and associated materials will remain vested in the Other Party or its licensors. Any mentions of copyrights may not be amended or removed.

1. The Other Party guarantees that the Hardware delivered by it and/or to be maintained by it and Software delivered and maintained by it, as well as Materials and Documentation and other Services delivered by it and the use of it, including resale and sub-licensing by SNBV, will not infringe any intellectual property right in force.
2. The Other Party will put up a defence at its own expense in case a claim is brought against SNBV on account of infringement or supposed infringement of intellectual property rights as meant in paragraph 1 of this article, and the Other Party will indemnify SNBV against all costs that SNBV may incur as a result of such claims.
3. If, as a consequence of infringement of intellectual property rights, SNBV shall not be able to use the Hardware and/or Software, or parts thereof, the Other Party shall at its expense:
 - a) modify or replace the Hardware and/or Software, or parts thereof, by equivalent Hardware and/or Software that does not infringe third party rights, without affecting the total possibilities of use;
 - b) or take such measures that the infringement will be lifted.
4. Unless otherwise agreed in writing, all lay-outs, designs, specifications, technical information, special application techniques and/or other data originating from SNBV, on which industrial or intellectual property rights are vested in SNBV, as well as any materials or descriptions provided by SNBV to the Other Party, shall remain the property of SNBV. The use of the above mentioned data and materials for and/or by third parties is prohibited without SNBV's written consent.
5. All intellectual rights and intellectual property rights related to the use and regarding the operation of all Software developed specifically for SNBV in the context of these General Terms and Conditions, including the basic principles and methods, and accompanying materials including its Documentation that serves as a basis for it, which will be exercised, are vested in SNBV. To the extent needed on the basis of the applicable agreement, said rights will be transferred by the Other Party to SNBV, which transfer will be accepted by SNBV immediately after such rights are created. To the extent that transfer of such rights requires a further deed, the Other Party will cooperate with the transfer of such rights, without being able to set conditions, at SNBV's first request.
6. The intellectual property rights mentioned in the previous paragraph include - but are not limited to:
 - a) all activities, including the permanent or temporary reproduction of a part or the whole or a modification of the Software, which may be needed or useful with regard to all that for which the Software appears to intended and/or is suited or can be intended and/or suited;
 - b) the loading, visualising, executing, transferring and saving of - modifications of - the software, intended for maintenance or otherwise, correction of defects, combating of viruses, introducing any improvements, the transferring to other system software and other software, the modification of parameters, the introduction, modification or removal of security, the creating, saving and modification of back-up copies, the examination and testing of the Software;
 - c) the introduction of adjustments, translation of code forms and/or porting.
7. The Other Party is obliged to use the knowledge it acquired in the context of, in assignments for specially developed Software for SNBV, its Documentation and other results of the activities for SNBV, only in the contexts of such assignments and the objectives SNBV intends with it. The Other Party is prohibited any other use, specifically in favour of its own business operations or commercial objectives, except when granted a licence from SNBV against a suitable remuneration.

15. TERMINATION OF THE AGREEMENT

1. SNBV is entitled at its own discretion to suspend the execution of the Agreement fully or in part with immediate effect, or to terminate the execution of the Agreement fully or in part by registered letter without judicial intervention (without SNBV to be bound to pay any compensation) in the case of:
 - a) Suspension of payment or bankruptcy order of the Other Party or a petition thereto;
 - b) Sale or termination of the company of the Other Party;
 - c) Withdrawal of the licences needed by the Other Party for the performance of the Agreement;
 - d) Seizure of a major part of the Other Party's operating assets;
 - e) Failure of the Other Party to comply with the Agreement, and, insofar as compliance is not continuous or is temporarily not possible, the obligation is still not met within fourteen days after receiving written notice of default from SNBV.
2. All claims that SNBV should have or acquire against the Other Party in the cases mentioned in paragraph 2, will be immediately and fully payable.
3. If the Agreement is terminated, SNBV - notwithstanding its right to compensation - is entitled to continue the use of the Hardware and/or Software. Furthermore, SNBV is entitled to demand immediate handing over of (source code of) (already) developed Software and/or New Versions developed by the Other Party for SNBV or to keep it, and to demand and keep any other data necessary to use and maintain the Software or its further development by or on behalf of SNBV, as well as to engage third parties for executing maintenance. SNBV is entitled to use the source code in such a way that is required to maintain or further develop the Software, or to have it maintained.

16. FORCE MAJEURE

1. In the event of force majeure, the fulfilment of the Agreement will be suspended fully or in part for the duration of the period of force majeure, without either Party being bound to compensate the other Party for damage. If the period of force majeure lasts for more than 30 days, the other party has the right to terminate the Agreement with immediate effect by means of registered letter and without judicial intervention, without being bound to compensation of damage.
2. Force majeure at the side of the Other Party shall never include: shortage or illness of staff, strikes, default of third parties engaged by the Other Party, drop-out of resource materials, liquidity problems or solvency problems of the Other Party.

17. CONFIDENTIALITY

1. Parties shall warrant confidentiality towards third parties of all business information including operational assets, operational management, software and other data initiating from parties, which was brought to them or came to their knowledge in whatever way.
2. Parties are not allowed to copy business information pertaining to the Agreement, or to submit this for inspection to third parties other than necessary for the fulfilment of the Agreement and after having obtained written permission from each other.
3. All data, resource materials and documentation and other business information made available by Parties in the context of the Agreement, will always remain the property of the Party making such information available and must be returned to the corresponding Party at its first request.
4. The Other Party is obliged to refrain from giving information, in the broadest sense of the word, regarding SNBV and all its activities to third parties, and in particular regarding the content of the Agreement. This duty to refrain from giving information especially concerns the media.
5. The duty of confidentiality does not apply if the Other Party is obliged to disclose by force of law, by any provision of a regulatory body to which the Other Party is submitted, by a professional duty of the Other Party or a person or persons employed by or associated with the Other Party, or by a binding decision of a court or government authority.

6. Parties will impose the duties mentioned in this article also on Staff of Parties or on third parties engaged by Parties for the execution of the Agreement.
7. Should the need arise, Parties are entitled to have each other's Staff and third parties who are engaged by Parties for the execution of the Agreement sign a non-disclosure agreement.

18. LIABILITY AND INSURANCE

1. If the Other Party fails culpably in the fulfilment of its obligation or obligations against SNBV, the Other Party is liable for compensation of any direct Damage incurred or to be incurred by SNBV.
2. The liability for direct Damage as mean in paragraph 1 of this article is limited to an amount of € 1,500,000 per event.
3. Direct Damage means at least, but is not limited to:
 - a) Damage to Software and hardware and data files of, or in use by SNBV, meaning in any case: material damage, faulty functioning or failure to function, decreased reliability and increased susceptibility to failure;
 - b) Damages of other properties of SNBV and/or third parties;
 - c) costs of necessary modifications and/or changes of hardware, software, specifications, materials or documentation, introduced with the aim of limiting or repairing damages;
 - d) the costs of emergency facilities, such as moving to other computer systems or engaging third parties;
 - e) costs, including personnel costs, for keeping operational the old system or systems and the related facilities out of necessity;
 - f) the costs of idleness of staff, goods and facilities of SNBV and the costs of idleness of third parties engaged by SNBV for the execution of the Agreement, to the extent that such costs cannot reasonably be avoided;
 - g) demonstrably payable compensation to third parties and penalties, as well as the value of lost third party guarantees;
 - h) reasonable costs made to avoid or limit direct Damage, if it could be expected as a result of the event to which the liability applies;
 - i) reasonable costs made to assess the cause of the damage, the claim for liability, the direct Damage and the method of repair.
4. Any liability for consequential damage is excluded. By consequential damage is meant:
 - a) loss of profits;
 - b) costs made to prevent, limit or assess consequential damage;
 - c) other damage than the direct damage mentioned in paragraph 3 of this article 18.
5. The restrictions of paragraph 2 and 4 will be annulled:
 - a) in case of third party claims for damage resulting from decease or injury; and/or
 - b) in case of deliberate intent or gross negligence of the Other Party and/or its staff; and/or
 - c) in case of infringement of an intellectual property right.
6. The Other Party shall be properly insured and will take out a proper insurance for its liability pursuant to Agreements with SNBV and these General Terms and Conditions.
7. At the request of SNBV, the Other Party shall immediately submit the insurance policies or certified copies of these, as well as proof of payment of the insurance premiums for the insurances mentioned in paragraph 6 of this article. The Other Party will not terminate the insurance contracts or the provisions on which they are taken out without SNBV's prior written consent. Neither will the Other Party change the insured amount to the disadvantage of SNBV without such consent. The insurance premiums payable by the Other Party are deemed to be included in the agreed prices and fees.
8. The Other Party will assign in advance all claims to benefits from insurance proceeds and to the extent they regard Damage for which the Other Party is liable against SNBV pursuant to the Agreement. The Other Party is obliged to inform its insurance company of this assignment in writing and to send a copy of it to SNBV, notwithstanding SNBV's authority to notify that insurance company of it. Insurance proceeds that will be paid directly by the insurance company to SNBV will be deducted from the compensation the Other Party has to pay to SNBV for the insured instance of damage.

19. PROCESSING OF PERSONAL DATA

1. To the extent that the Other Party processes personal details for SNBV in respect of the execution of the Agreement, the Other Party will be considered processor in the sense of the *Wet bescherming persoonsgegevens*, (Wbp, Dutch Personal Data Act) and the Agreement will then be regarded as an agreement as meant in Article 14 section 2 Wbp. The Other Party is not entitled to use or have used the personal details it has acquired otherwise in whatever way in full or in part than for the execution of the Agreement, except for any different legal obligations.
2. In the event as meant in article 18.1, the Other Party will take appropriate technical and organizational measures for protecting the personal data against loss or any form of wrongful processing. Such measures, taking into account the state of the art and the costs of implementation thereof, warrant an appropriate protection scheme with regard to the risks involved in processing and the nature of the data to be protected. The measures are also aimed at prevention of superfluous collection and further processing of personal data. The Other Party shall record the measures in writing. If desired, SNBV may ask to inspect the measures taken by the Other Party.
3. The Other Party processes personal data as defined in Article 1 Wbp in an adequate and careful manner and in accordance with the applicable rules and legislation, as well as any applicable code of conduct of SNBV. The preceding also applies in full to cross-border shipping and/or distribution and/or issuance of personal data to non-EU countries.

20. CONTACTS

1. Notifications, instructions and orders by Parties will be given by and to the contacts of whom a list including their authorisations have been mutually submitted.
2. Email messages are not considered to be written documents in the case of official notifications, which will only be valid if sent by regular or registered letter.

21. TRANSFER OF RIGHTS AND OBLIGATIONS

Parties are not entitled to transfer the rights and obligations pursuant to an Agreement to a third party without written consent of the other party. Such consent will not be refused without reasonable grounds; however, the consenting party is entitled to attach conditions to such consent.

22. SUBCONTRACTING

1. If the Other Party wishes to employ the services of other parties for the execution of the Agreement, either by subcontracting or by engaging temporary staff, it will only be allowed do so after having obtained written consent of SNBV.
2. When granting consent as meant in this article, SNBV is entitled to attach conditions to such consent, or to restrict its duration.
3. SNBV's consent does not affect the Other Party's responsibility and liability for the fulfilment of the obligations that ensue from the Agreement and these General Terms and Conditions, and those it has as an employer pursuant to tax law and social security legislation .

23. SECURITY AND (SCHIPHOL) RULES

1. In case work is performed at SNBV, the Other Party shall instruct its Staff to observe the security procedures and company rules set by SNBV.
2. SNBV demands that the Other Party's staff members will submit a certificate of good conduct to SNBV before the start of the work.
3. SNBV may subject or have subjected the Other Party's staff members who are engaged or are to be engaged for the execution of the Agreement, to a security screening in accordance with SNBV's regular set of rules. The Other Party shall fully cooperate with such screening. SNBV may refuse employment of specific staff members for the execution of the Agreement on the basis of the results of the screening.

4. The Other Party shall notify SNBV's contact in time regarding the arrival of its staff on a site of SNBV. At the request of SNBV, the Other Party ensures that its staff members can identify themselves and prove that they are working for or on behalf of the Other Party. SNBV is allowed to refuse everyone access to its site or sites.
5. The Other Party shall notify SNBV's contact immediately of any person who is or once was a staff member of the Other Party and who visits SNBV's sites in that capacity, but who is or no longer will be engaged by the Other Party.
6. The Schiphol rules as published on the website www.schiphol.nl apply to this Agreement.

24. TAKEOVER OF STAFF, BRIBERY AND CONFLICT OF INTEREST

1. Without each other's consent, Parties shall not take over staff members nor negotiate with such staff members during the execution of the Agreement and within one year of termination of the Agreement. Such consent will not be refused without reasonable grounds.
2. Parties shall not offer each other or third parties, nor shall they ask for, accept or receive from each other or third parties, for themselves or any other party, any gifts, rewards, compensations or – any other - benefits of whatever nature, which may be interpreted as an illegal practice. If SNBV discovers such a practice, it may terminate the Agreement in whole or in part.
3. If it proves that a staff member of SNBV occupies an additional position at the Other Party or had occupied such a position at the time of the negotiations about the formation of the Agreement, without SNBV having been informed about this by the Other Party before concluding the Agreement, SNBV is entitled to terminate the Agreement with immediate effect and without further notice of default or judicial intervention being required, without being bound to pay any compensation and notwithstanding any rights SNBV may have to compensation.
4. The Other Party shall not engage any persons, except for after having obtained SNBV's consent, for the execution of the Agreement who were employed by SNBV within two years before the start of the activities.

25. GENERAL PROVISIONS

1. Each omission of SNBV to demand strict fulfilment of the Other Party's obligations, or to call on the provisions of the Agreement or the General Terms and Conditions, will never mean a waiver of rights, either pertaining to the provisions of the Agreement, nor pertaining to the provisions of the General Terms and Conditions, nor pertaining to the right of compensation of damage regarding any shortcoming or failure at the side of the Other Party.
2. Before starting the execution of the Agreement, the Other Party shall enquire after the conditions of the grounds and the buildings of SNBV where the Services shall be performed and which might affect the execution of the Agreement.
3. The costs of delays in the execution of the Agreement caused by conditions as meant in the previous paragraph will be for the risk and expense of the Other Party.
4. In the context of its corporate social responsibility, SNBV considers it relevant to include sustainability in its purchase strategies as much as possible. For that reason, SNBV refers the Other Party to the website Agentschapnl.nl.
5. Except for after having obtained prior written consent of SNBV, the Other Party shall not refer to a purchase order from or an Agreement with SNBV in publications or advertisements in magazines, newspapers, websites, brochures, reports, presentation materials or other publications.
6. The purport of the obligations of confidentiality in article 17 and the publicity prohibition in the previous paragraph remain in force even after the services for SNBV pursuant to an Agreement have been terminated.
7. These General Terms and Conditions were originally composed in the Dutch language. In case of lack of clarity and differences in interpretation and/or explanation of these General Terms and Conditions, the Dutch text shall always be decisive.

26. APPLICABLE LAW AND DISPUTES

1. To all requests, offers, purchase orders, the formation of Agreements as well as the contents thereof and the subsequent execution of those Agreements, only Dutch law shall be applicable, with the exclusion of the 1980 United Nations Convention on Contracts for the International Sale of Goods ('Vienna Sales Convention').
2. Each dispute on this matter shall only be presented to the competent court of the Amsterdam District Court, unless Parties in a specific case opt for having the dispute resolved by the Foundation for the Resolution of Automation Disputes (SGOA) in Rijswijk.
3. Before applying the provisions of the second paragraph, the party who intends to do so shall notify the other party in writing that a dispute exists, by giving a brief statement of what that party considers to be the subject of the dispute. After such written notification, the party who has sent the notification is entitled to apply the provisions of the second paragraph of this article at any time it wants.

B. SPECIAL PROVISIONS

B.I. PURCHASE OF HARDWARE

27. SUBJECT OF THE AGREEMENT

By concluding an Agreement regarding Hardware as meant in these General Terms and Conditions, SNBV buys and will be transferred in its property, and the Other Party sells to SNBV and will transfer to its property the Hardware described in the Agreement, such in accordance with the provisions stipulated in these General Terms and Conditions. In addition to the General Provisions of these General Terms and Conditions, the provisions following under B.I. apply to such a purchase agreement.

28. SYSTEM SOFTWARE

1. The Other Party grants SNBV the right to use the System Software and any other Materials or components of software or documentation it will use for the execution of the Agreement or which will be necessary for the use of the Hardware and of which the intellectual property rights are not or will not be vested in SNBV. SNBV accepts this right of use. The right of use also covers the standard applications provided by the Other Party, as well as all possibilities for use offered by that software. The right of use is not bound to specific hardware or a location.
2. The Other Party sells and delivers to SNBV the data carrier or carriers on which the System Software is recorded. The purchase price of such data carrier or carriers shall be considered to be included in the purchase price of the Hardware.
3. The right of use meant in paragraph 1 of this article is granted for an indefinite period, is not exclusive, is not terminable and can only be transferred if SNBV transfers the Hardware to third parties.
4. SNBV is entitled to create backup copies of the System Software. Any mentions of property rights or copyrights may not be removed in doing so. In the event of emergencies or simulation of emergencies, these copies may be used for contingency use, using buildings, infrastructures and machines of the Other Party with whom SNBV has entered into an agreement for the provision of disaster recovery facilities.
5. The Other Party shall notify SNBV of any development of New Versions of the System Software and will provide this on request at a reasonable and at a usual rate. SNBV shall not be forced to purchase New Versions.

29. MAINTENANCE

1. In addition to the guarantee period as meant in article 33 of these General Terms and Conditions, the Other Party shall at the first request of SNBV, maintain the Hardware - and System Software - to be delivered for one year repeatedly, in accordance with the Special Conditions following under B.III and B.IV regarding the maintenance of Hardware and Software.

30. OWNERSHIP

1. The ownership rights of the Hardware and, if applicable, the rights of use of Software will be transferred to SNBV at the moment of delivery. The Other Party cannot retain ownership rights to Hardware delivered to SNBV.
2. SNBV is entitled to require the ownership of the Hardware and/or the Materials and components intended for it to be transferred at an earlier date. In that case, the Other Party will mark the Hardware and/or the Materials and components intended for it recognisably as property of SNBV.
3. All hardware, software and/or data that are the property of SNBV, but are placed under the actual power of the Other Party, will be marked properly by the Other Party and will be identified as the property of SNBV. With regard to such hardware, software and/or data, the Other Party shall indemnify SNBV against loss, damage and the exercising of rights by third parties.

31. AVAILABILITY OF SPARE COMPONENTS / SERVICE COMPONENTS

The Other Party guarantees availability of spare components, service components and components needed for repair and maintenance of the Hardware at reasonable prices for at least five years after the last delivery of the Hardware pursuant to the Agreement, unless Parties agree that these are consumer items, for which guarantee of availability as meant in this article would not be fair to demand. Parties will record this in the Agreement.

32. INSTALLATION

If Parties have agreed that the Other Party will take care of Installation, the Hardware and/or System Software must be installed at the agreed date. Installation is considered to be complete when both parties state in writing that this is the case.

33. GUARANTEES

1. The Other Party guarantees that the Hardware is composed of sound components and free from design faults, manufacturing faults and defective materials. Furthermore, the Other Party guarantees that all delivered Hardware in connection with the System Software to be used as indicated by SNBV, will meet the agreed specifications or the specifications promised by the Other Party, and is suitable for the aim for which it is intended, such as appears from the Agreement.
2. The Other Party guarantees that during 24 (twenty four) months, to be calculated from the date of Acceptance and, if following the expiry of this guarantee period maintenance has been agreed for the duration of the maintenance agreement, the Hardware will keep functioning in accordance with the agreed or promised - by the Other Party - characteristics and specifications and will at least be suitable for the aim indicated in the Agreement for which SNBV acquired the Hardware, and be suitable for use in connection with the System Software and/or application software SNBV has indicated to use.
3. All Defects or imperfections which occur during the guarantee period will - notwithstanding the other rights to reimbursement of costs, Damage and interest - be fully repaired by the Other Party free of charge immediately after the first notification by SNBV. If, after a notification as meant in the previous sentence, the Other Party does not start repairs within a period that is reasonable to SNBV, SNBV is entitled to have the work performed by third parties at the risk and expense of the Other Party, without affecting the guarantee obligations of the Other Party.
4. The guarantee period is 24 (twenty four) months, to be calculated from the date of Acceptance, unless stated otherwise in the Agreement. In case design faults, manufacturing faults or defective materials would lead to breakdown of the Hardware or any part thereof for consecutive periods of twelve hours or more, such periods will be added up, and the guarantee period of the corresponding part will be extended with the sum of these breakdown periods. If the breakdown periods that can be attributed to the same defective material or construction fault amount to a total of ten Working Days or more, the guarantee period of the corresponding part will be renewed with a new period of twenty four months, starting on the day the defect has been repaired.

B.II. USER RIGHT OF SOFTWARE

34. SUBJECT OF THE AGREEMENT

By formation of an Agreement for the provision of Software as meant in these General Terms and Conditions, SNBV is given the right by the Other Party to use the Software described in that Agreement in accordance with the provisions of these General Terms and Conditions. SNBV accepts this right of use. The Other Party sells and transfers ownership to SNBV the Materials on which the Software has been recorded. The purchase price of the Materials is considered to be included in the usage fee. In addition to the General Provisions of these General Terms and Conditions, the provisions following under B.II. apply to such a usage agreement.

35. CONTENT OF USER RIGHT

1. The user right mentioned in article 34 of these General Terms and Conditions is not exclusive and can only be transferred to third parties (not being third parties associated with SNBV) after the Other Party's consent. The Other Party can only withhold its consent if there is a reasonable fear that the provisions under which the user right was granted will be infringed and/or if there is a reasonable fear for infringement of the Other Party's intellectual property rights to the Software.
2. The right of use is not bound to specific hardware or a location. The right of use is granted for an indefinite period and cannot be terminated by the Other Party, except for the provisions of article 15 of these General Terms and Conditions. SNBV shall be payable a once only reimbursement for its user right.
3. Unless agreed otherwise, the user right regards the use of the Hardware and/or Software for the service of all departments of SNBV, for all activities deemed useful in the course of its normal business activities and includes all actions needed for such use. Such use includes, notwithstanding the other provisions of these General Terms and Conditions, and is not restricted to the following enumeration, in any case all actions needed for the execution of the instructions of the Hardware and/or Software, the correction of faults, the introduction of modifications, the transfer to other hardware, the linking with other hardware and software, the extension of functionality, the changing of parameters, the removal of security, the creating and filing of backup copies as well as the examination and testing of software.
4. SNBV is entitled to create backup copies of the Software. In the event of emergencies or simulation of emergencies, these copies may be used for contingency use, using buildings, infrastructures and machines of third parties with whom SNBV has entered into an agreement for the provision of disaster recovery facilities.

36. THIRD PARTY SOFTWARE

1. If the Software does not originate from the Other Party, but from a third party, such third party software (being: Software) will be delivered to SNBV by the Other Party. The Other Party shall agree with the supplier of the - third party - Software that the Other Party can deliver such - third party - Software to SNBV.
2. The Other Party is responsible and liable for the fact that the conditions under which the Software will be delivered to SNBV by the Other Party will not be less favourable than and/or conflicting with the provisions of these General Terms and Conditions. However, if such will be case, the Other Party shall inform SNBV immediately of that fact, at least in time before concluding an Agreement. If, after concluding an Agreement between SNBV and the Other Party, it would appear that conditions of a third party supplier apply to the delivery of the Software and that such conditions would be less favourable and/or conflicting with the General Terms and Conditions, the Other Party will be responsible and liable for this fact.

37. CUSTOM-MADE SOFTWARE

1. The intellectual property rights of the Custom-made Software are vested in SNBV after SNBV has paid the agreed rate of the Custom-made Software. If for the transfer of rights pertaining to the Custom-made Software a deed is required, the Other Party shall provide all cooperation needed for such transfer at SNBV's first request.
2. The intellectual property rights pertaining to the source code of the Custom-made Software are vested in SNBV. The provisions of paragraph 1 of this article apply equally.

3. The Other Party is not allowed to use the Custom-made Software and/or make available to third parties - for whatever aim - unless SNBV has given its prior written consent.

38. OPEN SOURCE SOFTWARE

1. If the Other Party - also - uses open source software for the execution of the Assignment, it will enquire about the quality thereof and examine closely if, and by whom and with which result, claims to intellectual property exist or may reasonably be expected to be made.
2. If open source software is being used, because of the fact that a number of - legal - consequences of the use of such software is different from the use of closed source software, an addendum will be drafted which will contain additional provisions regarding the open source software. Such addendum will be agreed upon by Parties in writing.

39. SOFTWARE AS A SERVICE

If the Other Party delivers Software as a Service (SaaS) to SNBV, the Other Party must ensure all measures, procedures, preparations and other activities needed to safeguard the continuity of the Service and the availability of the Data. SNBV sets requirements for this, which will be contained in an appendix to a separately to be concluded SaaS agreement.

In all other respects the agreement will set out the following subjects:

- a) the method of saving SNBV's data/data location in Europe
- b) the implementation and acceptance of the software
- c) the management of the data
- d) passwords/accounts
- e) backup facility SNBV
- f) liability in case of loss of information
- g) confidentiality
- h) the formation of a processor's agreement

40. NEW AND UPDATED VERSIONS

1. The Other Party will inform SNBV as soon as possible about New Versions, and about the content and consequences regarding the application of the Software. SNBV shall not be obliged to accept New Versions, but may keep on using any previous versions. The Other Party will indicate in writing to SNBV about the period the Other Party will be able to guarantee Maintenance to the previous versions.
2. Updated Versions and/or New Versions of the Software shall never lead to restriction of the applications or the possibilities of application of the Hardware and/or (System) Software, respectively, in connection to the files present or otherwise. The Other Party will warrant compatibility of the Updated Versions and/or New Versions it has delivered with the Hardware and/or (System) Software used by or to be used by SNBV.

41. IMPLEMENTATION

1. The Other Party shall deliver the Software to SNBV by the date agreed in writing at the issuance of a receipt, and shall implement it on the Hardware to be used by SNBV.
2. The Implementation will - ultimately - be started and completed by the agreed date, unless Parties have - as yet - agreed otherwise in writing. The agreed date for Implementation may be suspended until further notice at the written request of SNBV.
3. SNBV will be entitled to request that custodian to hand over all versions of the source code with appurtenances that are kept by the custodian, if and when it states in writing to the custodian that it has terminated the Agreement, or that the maintenance agreement has been terminated by either of the Parties or will be terminated within one month, or will not be extended and the Other Party will or can no longer maintain the Software in accordance with the provisions B.IV of these General Terms and Conditions.
4. If the Implementation requires modifications to the Hardware and/or Software that have not been mentioned in the Other Party's offer, such modifications will be made after SNBV's consent and for the account of the Other Party.

5. When both Parties are of the opinion that the Implementation is completed, they will draw up a proof of Implementation and sign it. This proof does not affect the provisions regarding Acceptance and guarantee.
6. The provisions of this article also apply, if applicable, to Updated Versions and New Versions of the Software.

42. SOURCE CODE IN ESCROW

If SNBV so desires, at the time of Implementing the Software specifically made for SNBV, the Other Party shall deposit a copy of the source code of the Software including the Documentation and Materials in escrow with a professional source code custodian approved of by SNBV. In that case, the Other Party shall submit at the latest on the agreed date a written confirmation by a custodian appointed by SNBV, which proves that the Software source code with appurtenances has been deposited with that custodian, and that the custodian has been handed over a copy of the agreement and these conditions pertaining to that Software. In case the source code with appurtenances has been modified, the Other Party is obliged to deposit the modified version or version with that custodian as well. SNBV may request that the custodian issues a statement that the source code has been deposited correctly and completely.

43. MAINTENANCE

At the first request of SNBV, the Other Party is obliged to enter into a maintenance agreement with SNBV regarding the Software immediately after expiration of the guarantee period as meant in article 44 of these General Terms and Conditions, in accordance with the Special Conditions regarding maintenance of Software as mentioned under B.IV below.

44. GUARANTEE

1. The Other Party guarantees that the Hardware is of good quality and suitable for the aim as stated in the Agreement. Technical and functional features will at least meet the specifications agreed with or promised by the Other Party in relation with the hardware and System Software to be used by SNBV.
2. The Other Party guarantees for a period of 12 (twelve) months after the date of Acceptance, that it will repair any Defects which may occur during the guarantee period at its expense and without delay. If imperfections and/or Defects in the Software would lead to breakdown respectively unsuitability and/or not operating according to what is stated in paragraph 1 of this article for consecutive periods of twelve hours or more, such periods will be added up, and the guarantee period will be extended with the sum of these breakdown periods. If the breakdown periods that can be attributed to the same Defect amount to a total of ten Working Days or more, the guarantee period will be renewed with a new period of twelve months, starting on the day the Defect has been corrected.
3. In respect of the guarantee, the same conditions and obligations apply to the Other Party pertaining to, including, response times, repairs and solutions as stated under B.IV of the Special Conditions of these General Terms and Conditions regarding the maintenance of Software, provided that the services and work will be executed pursuant to this guarantee.
4. The Other Party guarantees that the Software it delivers does not contain or will not transmit Malware. When discovering Malware or its onset, the Other Party shall notify SNBV immediately of such fact and will do everything it can to prevent or solve the Malware.
5. The Other Party shall never be entitled to use Malware directly or indirectly to the detriment of SNBV and/or have it - automatically - come into operation.
6. The presence of Malware that modifies the Software will not affect the maintenance obligation of the Other Party, irrespective of who can be held liable for the presence of the Malware. In so far as no guarantee obligation or maintenance obligation exists, the Other Party states to be willing to correct defects caused by Malware at prices to be agreed upon before starting the work.
7. If the System Software or the Software will be lost completely or partly as a result of damage, loss or theft before the lapse of the guarantee period, the Other Party is obliged to implement copies of it at cost price.

45. PRICES

By means of compensation for the use of the Software, SNBV will make a one-time payment to the Other Party, unless explicitly agreed otherwise in writing.

B.III. MAINTENANCE OF HARDWARE

46. SUBJECT OF THE AGREEMENT

1. With the formation of an Agreement regarding to Maintenance of Hardware as meant in these General Terms and Conditions, the Other Party will maintain the Hardware in accordance with the provisions of these General Terms and Conditions. In addition to what was stipulated in the section General Provisions of these General Terms and Conditions, the provisions following under B.II of these General Terms and Conditions apply to Maintenance.
2. Maintenance also includes providing and granting the right of use of Updated Versions and New Versions of the System Software in accordance with what has been agreed on to that effect regarding the original versions. This will be included in the maintenance fee.
3. The Agreement for Maintenance will be entered into for the period of one year repeatedly and will be extended for one year, except when SNBV terminates the agreement, observing the notice period of two months. The Other Party may terminate the maintenance agreement by observing a notice period of six months, for the first time after five years of maintenance. This does not affect the provisions article 15 of these General Terms and Conditions.

47. CONTENT OF MAINTENANCE

1. The Maintenance with regard to the Hardware and/or (System) Software will include:
 - a) Preventive maintenance:
Keeping up the Hardware and/or (System) Software. This means taking the appropriate preventive measures to ensure that the Hardware or (System) Software will operate for the duration of the agreed maintenance period, in accordance with what is stated about guarantee in article 50 of these General Terms and Conditions.
 - b) Corrective maintenance:
Tracing and correcting Defects of the Hardware and/or (System) Software and making available Updated Versions with the objective to correct Defects, after these have been notified by SNBV or otherwise came to the knowledge of the Other Party.
 - c) Restorative maintenance:
In consultation with SNBV, the modification of components of the Hardware and/or parts of the (System) Software in order to increase their reliability, to change functions or to add new functions and/or to solve problems with the use of these.
 - d) Modification of (System) Software:
At the request of SNBV, the modification of the (System) Software when other hardware and/or software is being modified and/or the influence of external factors and/or the linking to other hardware and/or software gives rise to this.
 - e) Support:
The provision of assistance for correcting Defects, and advising on the telephone about the use and the operation of the Hardware and/or (System) Software.
 - f) Training:
As the case may be, at the request of SNBV training of SNBV's staff, so that such staff can perform maintenance activities. The nature, scope and price of these training measures will be agreed upon separately.
2. The duration and starting date of the maintenance will be arranged in an Agreement, taking into account the provisions of article 29 of these General Terms and Conditions.
3. In connection to the maintenance as meant in paragraph 1 sub a) of this article, the Other Party is obliged to check the Hardware and/or the System Software for any Defects once every six months - such without affecting the maintenance meant under b) of this article. If during such check Defects are found, the following applies likewise. The Other Party shall also check the wiring and power supply of the Hardware once every six months.

4. Pertaining to the maintenance meant in paragraph 1 sub c) of this article, the Other Party is obliged to sufficiently examine the possibilities of improving the quality of the (System) Software and to make New Versions available to SNBV. The Other Party will inform SNBV as early as possible about New Versions or examination into New Versions, and about the contents and the consequences thereof. SNBV shall not be obliged to accept these New Versions. If SNBV so desires, the Other Party is obliged to maintain the last version, the next-to-last version and the version before that of the (System) Software for at least five years if SNBV decides to keep using those versions. Furthermore, at the request of SNBV or at any time the occasion arises, the Other Party is obliged to inform SNBV about the possibilities for improving the Hardware, the associated costs and the effects of such improvements on other hardware or software.
5. Pertaining to the maintenance meant in paragraph 1 sub d) of this article, the Other Party is obliged to adjust the (System) Software in the shortest possible period. Before starting the work, the Other Party shall inform SNBV in writing of the effects of these adjustments pertaining to the agreed specifications of the System Software, the Application Software and/or other Hardware and/or Software, as well as of the period required to make the adjustments.
6. Repairs also include the provision of temporary solutions to problems to avoid the corresponding Defect.
7. Workarounds in the (System) Software - or problem avoiding restrictions in the Hardware - will not be introduced before having obtained written consent of SNBV. In the application for such consent, the Other Party will demonstrate that the Defect cannot be solved in another way, and give information about what the effects of the workaround - or the restriction - will be, as well as any diminished value in use of the Hardware or software.
8. If for the performance of the Maintenance it would be required that the Other Party connects the Hardware to hardware of its own, or implements its own software on the Hardware with the aim of tracing failures respectively record behaviour of the Hardware, SNBV will tolerate this, unless this cannot be expected within reason from SNBV from a perspective of security, such at the discretion of SNBV. The Other Party is bound to inform SNBV beforehand extensively about the consequences of the work meant above. If possible, the Other Party shall give SNBV the opportunity to remove from the Hardware or the system - in which the Hardware is incorporated - or to protect all data or parts thereof. The Other Party is bound to break the connection with its own hardware and/or software immediately after termination of the work as meant in this paragraph and/or at the first request of SNBV.
9. If needed or desired in order to make optimal use of the Hardware and furthermore after modification or adjustment of the Hardware as meant in paragraph 1 sub a), c) and d), the Other Party shall be obliged to inform SNBV always in time about:
 - a) new developments in the series of the Hardware, in the series of the System Software in the series of other application independent software, as well as modifications which have been made to the Hardware, and/or;
 - b) any adjustments relating to the correction of Defects, relating to changed technical requirements and relating to changed requirements regarding data carriers or consumables.
10. Components that are being replaced in the course of the Maintenance will become the property of the Other Party if the costs for the new components have been included in the maintenance fee. Components of which replaced component were charged separately to SNBV, remain the property of SNBV.
11. SNBV is bound to allow Staff of the Other Party to perform the agreed Maintenance, as well as to provide all other cooperation which may reasonably be expected.
12. Notwithstanding and in addition to the provisions of article 15 paragraph 3, SNBV shall be entitled to perform or have performed by a third party the entire maintenance of the Hardware and the System Software or Software, including previous versions or a part thereof, in case the Other Party cannot or will not fulfil its obligations of maintenance, and in any case after the period of 5 years as meant in paragraph 4, unless and to the extent that the Other Party can and will perform maintenance in accordance with the provisions of these General Terms and Conditions after the lapse of that period. Furthermore, SNBV shall be entitled to perform or have performed maintenance to the System Software or Software if SNBV has a reasonable interest in continuing to use a previous version of the Software which will no longer be maintained by the Other Party.
13. In the above mentioned cases, the Other Party is obliged to cooperate and provide all necessary information and resource materials, such as the source code and its use, as is needed for the maintenance.

48. ACCEPTANCE

SNBV is entitled to subject the result of the work performed by the Other Party to an Acceptance Test. If SNBV wishes to exercise this right, the provisions of article 6 of these General Terms and Conditions apply.

49. LOCATION OF MAINTENANCE PERFORMANCE

In principle, the maintenance will be performed at the location of SNBV. Work that reasonably cannot be performed elsewhere than at the location of the Other Party will be performed at the location of the Other Party.

1. The Other Party is obliged to provide for the Materials required for the performance of the Maintenance in time.
2. With the written consent of SNBV, Maintenance can also be performed by *remote diagnose*. The Other Party shall provide the required hardware and communication facilities for this. Such hardware must meet the demands set by SNBV and by the government.

50. GUARANTEE

The Other Party guarantees for the duration of the maintenance agreement that the Hardware and (System) Software will continue to meet the agreed specifications or the specifications promised by the Other Party, and will continue to remain suitable for the aim indicated in the Agreement, for which SNBV has acquired the Hardware and (System) Software, and will continue to remain suitable for use in connection with the (System) Software determined by SNBV.

B.IV. MAINTENANCE OF SOFTWARE

51. SUBJECT OF THE AGREEMENT

1. With the formation of an Agreement for Maintenance as meant in these General Terms and Conditions, the Other Party will maintain the Software in accordance with the provisions of these General Terms and Conditions. In addition to what was stipulated in the section General Provisions of these General Terms and Conditions, the provisions following under B.IV of these General Terms and Conditions apply to such a maintenance agreement.
2. The Maintenance also includes providing and granting the right of use of Updated Versions and New Versions in accordance with what was agreed on to that effect regarding the original versions. This will be included in the maintenance fee.
3. The Agreement for Maintenance is concluded for the period of one year repeatedly and will be extended for one year except when SNBV terminates the agreement, observing the notice period of two months. The Other Party may terminate the maintenance agreement by observing a notice period of six months, for the first time after five years of the date of signing the maintenance agreement.

52. CONTENT OF MAINTENANCE

Unless agreed otherwise, the provisions of article 43 also apply pertaining to the Maintenance of Software.

53. LOCATION OF MAINTENANCE PERFORMANCE

1. In principle, the maintenance will be performed at the location of SNBV. Maintenance work that reasonably cannot be performed elsewhere than at the location of the Other Party will be performed at the location of the Other Party.
2. The Other Party is obliged to provide for the Materials required for the performance of the Maintenance in time.
3. With the written consent of SNBV, Maintenance can also be performed by *remote diagnose*. The Other Party shall provide the required hardware and communication facilities for this. Such hardware must meet the demands set by SNBV or by the government.

54. GUARANTEE

1. The Other Party guarantees that the Software for the duration of the maintenance agreement will continue to be of good quality and suitable for the aim as stated in the Agreement, and that its technical and functional features will at least continue to meet the specifications agreed with or promised by the Other Party, and will be suitable for the use by SNBV in relation with the hardware and System Software which was indicated to be used.
2. The provisions of article 44 paragraph 4 through 6 of these General Terms and Conditions apply equally.