Framework Agreement

between

Schiphol Nederland B.V.

and

Supplier

for

the delivery, Implementation and Maintenance

of

Enterprise Architecture Tooling

and additional support

Parties:

Schiphol Nederland B.V., a private company with limited liability having its registered office and principal place of business at Evert van de Beekstraat 202 in Schiphol (municipality of Haarlemmermeer), the Netherlands, registered in the Amsterdam Trade Register under number 34166584, duly represented in this matter by [name], [function] and [name], [function], to be referred to hereinafter as: "SNBV"

and

Supplier, having its registered office and principal place of business at [address] in [city], [country], registered in [trade register] under number [number], duly represented in this matter by [name], [function], to be referred to hereinafter as: "Supplier".

also to be referred to jointly as the "Parties" and separately as the "Party",

Whereas:

I. SNBV wishes to further strengthen the capacities of its IT department by implementing an Enterprise Architecture Tool (EAT).;

II. For this purpose, SNBV requires the delivery, Implementation and Maintenance such as EAT, and additional support services;

III. Within this context, SNBV issued a European procurement procedure bearing reference [number] (hereinafter to be referred to as: "Tendering guide") for the purpose of selecting a supplier that meets the requirements and wishes as set forth by SNBV in the specifications belonging to this Tendering guide as set out in the Program of Requirements and its Appendices (hereinafter to be referred to as: the "Specifications" and / or "Tendering guide");

IV. Supplier submitted a Tender Bid that qualified as the economically most advantageous tender and was therefore granted the assignment described in the Specifications / Tendering guide in accordance with the applicable procedure;

V. A detailed itemization of the assignment(s), and prices agreed within the context of this Agreement is included in the Appendices attached, which form an integral part of this Agreement;

VI. The Parties presently wish to enter into this Agreement with each other concerning the foregoing and with respect to which the Parties shall also make arrangements regarding the right of use and the Maintenance of the Products (ad defined hereinafter);

Agree as follows:

1. General Terms and Conditions and additional definitions

1.1 SNBV's General IT Purchase Terms and Conditions of Schiphol apply to this Agreement as included in Appendix I. Supplier's general terms of delivery and payment or any other set of general or specific terms and conditions are expressly rejected. In the event of conflict between provisions of

the Agreement and provisions of the Terms and Conditions, the provisions of the Agreement shall take precedence over the provisions of the Terms and Conditions.

1.2 In addition to the definitions given in the Terms and Conditions, the definitions given in the following paragraphs apply within the context of the Agreement:

1.3 Agreement: This agreement, signed by both parties, including the recitals and the appendices, stipulating which terms and conditions apply between Parties and on which basis Additional Agreements may be concluded.

1.4 Appendices: The appendices mentioned in this Agreement, which form an integral and inseparable part of the Agreement.

1.5 Data: all digital data, images and other information that relate to SNBV or that is processed in or by the Software ('Programmatuur') by or on behalf of SNBV or a business unit of Schiphol Group or by a third party mandated by SNBV.

1.6 Functionality ('Functionaliteit'): the usage and application options required of the System by SNBV.

1.7 Intellectual Property Rights: All rights pertaining to intellectual property, including, but not limited to: copyrights (including portrait rights), neighbouring rights, patent rights, trademark and trade name rights, registered and unregistered drawing and model and database rights, as well as pertaining to know-how and all rights relating to, derived from, and/or comparable to these intellectual property rights and know-how, everywhere in the world, whether they already exist, have already been applied for, or are eligible for application.

1.8 Maintenance: Maintenance relating to the Products.

1.9 Meta Data: Data that describes the characteristics of particular data. In other words, this is data about data. The Meta data for a particular document could for example include: the author's name, the date it was written, the number of pages and the language in which the data was prepared.

1.10 Products: The Enterprise Architecture Tooling, software, including but not limited to the SaaS platform, and all other products: and/or services, purchased by and/or to be supplied and/or provided to SNBV pursuant to the Agreement (and Additional Agreements).

1.11 Program of Requirements: The final program of requirements of SNBV dated DDMMYYYY for the EAT. The Program of Requirements is attached as Appendix XX to this Agreement.

1.12 SLA: The service level agreement for the Service and Maintenance of the EAT, attached as Appendix VI to this Agreement.

1.13 Specifications: All specifications of EAT contained in the Tendering guide and more specifically in the Program of Requirements.

1.14 Tender Bid: The final tender bid of Supplier dated DDMMYYY based on the Program of Requirements. The Tender Bid is attached as Appendix III to this Agreement.

1.15 Tendering guide: The Tendering guide (attached as appendix IV) of SNBV regarding the Enterprise Architecture Tooling dated <date> version X with reference XXX including its appendices and specifically the Program of Requirements.

1.16 Terms and Conditions: SNBV's General ICT Terms and Conditions, November 2018, which Terms and Conditions are attached to this Agreement as Appendix I.

2. Subject of the Agreement

2.1 In this Agreement, Parties have set out the terms and conditions regarding the delivery, Implementation and Maintenance of the Products.

2.2 The first assignment contains the Products as specified in the Invitation to Tender. Any further assignments are based on the same conditions as the first assignment.

2.3 SNBV shall be entitled to require Supplier to perform the delivery and Maintenance of the Products as offered by Supplier in accordance with the terms and conditions laid down in this Agreement.

2.4 The Supplier shall provide the Services as specified in more detail in Appendix VI. In doing so, the Supplier shall realize the Functionality as specified in more detail in Appendix V.

2.5 The Supplier hereby grants SNBV for the duration of this Agreement the right to use the Software and to cause this Software to be used by its Users. The right of use shall encompass all activities related to the relevant business processes of SNBV, relevant third party or relevant Schiphol Group business unit.

2.6 The Supplier shall implement the Software. During and after the Implementation, the Supplier will give SNBV the opportunity to perform an Acceptance Test. Should SNBV decide on the basis of this Acceptance Test to definitively reject the Software, SNBV shall be entitled to dissolve this Agreement with immediate effect and the Supplier shall repay to SNBV all amounts that SNBV has already paid in respect of this Agreement, this without prejudice to all SNBV's other rights.

2.7 The Supplier shall ensure that as part of its Services it shall administrate and maintain the System in such a way that the Users can use the System in line with the agreed Service Levels as specified in Appendix VI.

2.8 During the opening times for the service desk quoted in Appendix VI, the Supplier shall make it possible for SNBV's helpdesk to contact the Supplier's service desk by means of (at SNBV's option) phone or e-mail at the numbers and addresses set out in Appendix VI.

2.9 As part of the Services, the Supplier shall be responsible for all measures, procedures, preparatory or other activities needed to ensure the continuity of the Services and the availability of the Data. In doing so, the Supplier shall comply with the requirements referred to in Appendix V.

2.10 The Supplier shall secure the System and in particular the Data in such a way that third parties cannot access them and/or use them and/or acquire knowledge of any part of the System or Data.

2.11 All Quotations may be assessed by an external party indicated by SNBV for cost efficiency and market conformity. If a Quotation resulting from such benchmark is, upon the exclusive judgement of SNBV, found to be not cost efficient and / or not market conform, SNBV shall be entitled to grant the assignment for the Additional agreement not to Supplier, but to another third party. In that case, SNBV shall be entitled, but shall not be obligated, to conclude Additional Agreements with Supplier throughout the term of this Agreement. Supplier shall thus have no claim whatsoever regarding receiving orders for supplies throughout the term of this Agreement. All Additional Agreements are subject to the provisions of this Agreement.

2.12 Parties expressly agree that Supplier may be a preferred Supplier, but not the exclusive Supplier of the Products. SNBV shall be entitled to conclude agreements with other Suppliers of goods and/or services that are equivalent or comparable to the delivery and Maintenance of the Products.

2.13 Supplier shall deliver all Products within the terms as stipulated in the Additional Agreement. During the term of the Agreement, Supplier shall ensure that it has sufficient capacity to meet the demand for the performance of all obligations under this Agreement. Without prejudice to the foregoing, Supplier shall inform SNBV as soon as possible regarding any permanent or occasional changes in its capacity that cause, or could cause, discontinuity in the performance of all obligations under this Agreement.

2.14 Parties shall strive to utilize their mutual progress, experience, and know-how. Supplier shall systematically update SNBV on the development of new services or processes relating to the Products.

2.15 Supplier shall at all times be fully responsible and liable for its Subcontractors and shall indemnify SNBV against any claims on the part of these Subcontractors.

3. Term of the Agreement and Early Termination

3.1 This Agreement shall enter into effect on [date] and shall have a term of three (3) year(s). After the expiry of this initial term and/or any extension, this Agreement shall terminate by operation of law unless, by no later than three (3) months before said term and/or extension expires, SNBV notifies Supplier in writing that it wishes to continue this Agreement even after this term and/or extension. This Agreement may be extended for five (5) times for a term of one (1) year under the same terms and conditions or under other terms and conditions that have been agreed in writing after mutual consultation. If SNBV has not contacted Supplier regarding a possible extension of this Agreement three (3) months prior to the expiry of the initial term and/or the term applicable at that time, Supplier shall contact SNBV via the contact named in Article 9 or his/her replacement.

3.2 The termination of this Agreement shall, regardless of the reason for same, not affect the rights and obligations ensuing from one or more Additional Agreements concluded during the term of this Agreement. The terms and conditions of this Agreement shall continue to apply to all Additional Agreements that continue after this Agreement is terminated.

4. Working Method – concluding Additional Agreements (orders)

4.1 For orders with a value of less than EUR 5,000 (five thousand euro), the Procurement Department will send the Additional Agreement directly to Supplier. Prior to sending the Additional Agreement, the relevant requesting party shall request a written offer (Quotation) from Supplier based on an order description regarding the supply of the Products. This offer (Quotation) may be sent directly to the requesting party.

4.2 If an order represents a value of more than EUR 5,000 (five thousand euro), the requesting party shall contact Supplier. Supplier must consult with the requesting party to determine the scope of the order as accurately as possible and use this as a basis for sending a Quotation, including a detailed offer, to SNBV's Procurement Department. Supplier must send a copy of the Quotation directly to the relevant requesting party. The covering letter accompanying the offer (Quotation) shall clearly state the name and department of the requesting party with which Supplier has had contact. If SNBV approves the Quotation, SNBV shall send an Additional Agreement.

4.3 Upon cancellation of an Additional Agreement, SNBV may only be invoiced for documented costs that have actually been incurred.

4.4 All Quotations must be submitted based on the agreed rates and prices for the Products, as contained in Appendix VII.

5. Pricing and payment

5.1 Following the completion and Acceptance by SNBV of the Products as agreed in this Agreement and/or in the Additional Agreements, if applicable, the Maintenance of the Products will start. Upon the commencement of the Maintenance period, Supplier shall charge SNBV the amounts owed for Maintenance as based on the SLA on a yearly basis, which amounts shall be charged in advance and properly itemized. For this purpose, Supplier shall first send the SNBV contract manager (before each new contract year regarding the Maintenance period applies) a pro forma year-invoice which SNBV, if it agrees to it, will approve. SNBV shall then send Supplier a purchase order that accords with the pro forma invoice approved by SNBV. Supplier shall invoice SNBV on the basis of this purchase order.

5.2 Supplier shall charge SNBV the variable amounts owed, if and when applicable, as based on the SLA and as specified in Appendix II on a quarterly basis, which amounts shall be charged in arrears and properly itemised. For this purpose, Supplier shall first send the SNBV contract manager a pro forma invoice which SNBV, if it agrees to it, will approve. SNBV shall then send Supplier a purchase order that accords with the pro forma invoice approved by SNBV. Supplier shall invoice SNBV on the basis of this purchase order.

5.3 SNBV's invoicing address is invoices@schiphol.nl

5.4 SNBV shall pay the amounts it owes as based on the Agreement into the bank account indicated for the purpose by Supplier within thirty (30) days of having received the invoices concerned.

5.5 Supplier shall send the invoices to SNBV in, stating the date, Purchase order, Project number and other information made known to Supplier by SNBV in writing

5.6 The exceeding of a payment term or payment terms by SNBV or a failure on the part of SNBV to pay one or more invoices or otherwise unsound payment behavior on the part of SNBV, shall not give Supplier the right to suspend or, as the case may be, terminate its performance of activities.

5.7 SNBV shall at all times be entitled to have the substantive accuracy of invoices sent to it by Supplier examined by a chartered accountant designated by SNBV. Supplier shall provide SNBV with all information necessary for an accurate examination. The costs of the accountant's examination shall be at the expense of SNBV, unless the examination reveals that Supplier's invoice was inaccurate or not entirely accurate.

5.8 The Supplier shall only charge the amounts stated in Appendix VII for the Services provided to SNBV under this Agreement.

5.9 The amounts stated in Appendix VII shall be fixed for the duration of the first term of this Agreement and/or the Additional Agreements, if applicable, and may only be changed by the Supplier with SNBV's prior written consent, no earlier than 1 January, 2023.

6. Maintenance

6.1 Supplier shall maintain the products in accordance with the conditions as set out in de the Terms and Conditions, parties will agree upon specific maintenance conditions in a Service Level Agreement, based upon the Terms and Conditions and the Service Level Agreement that was submitted in de European tender.

7. Implementation, Installation and Acceptance (Test)

7.1 Supplier implements and installs the Software (and Custom-made (software)) and Hardware according to the Implementation Plan as specified in Appendix [xxx].

7.2 Supplier shall perform the Implementation and Installation of the Products.

7.3 During and after the Implementation in the Proof of Concept, Supplier shall give SNBV the opportunity to carry out an Acceptance Test, as specified in Appendix [xxx]. The date of the Acceptance Test occurs stated in the Implementation Plan, unless specifically agreed otherwise in writing. If, on the basis of the results of the Acceptance Test, SNBV does not Accept the Product(s), SNBV shall be entitled to dissolve this Agreement and/or the Additional Agreements, if applicable, with immediate effect. Supplier shall return all amounts paid to SNBV, that SNBV has already paid under this Agreement and/or the Additional Agreements, if applicable, notwithstanding all other rights of SNBV, including compensation of damages.

8. Amendments to Terms and Conditions

The following amendments to the Terms and Conditions are applicable:

Article 1.1	Acceptance ('Acceptatie'): the approval by SNBV of the functioning of the Products provided by the Other Party (the 'Wederpartij').
Article 1.2	Acceptance test ('Acceptatietest'): the test that can be used to demonstrate that the Products comply with the agreed specifications and also has the features guaranteed by virtue of these conditions and/or that when used in conjunction with the web browser application used by SNBV complies with the agreed specifications.
Article . 1.3	The Hardware ('Apparatuur') in combination with which the Software functions.
Article 5	The word 'levering' ('delivery') in Article 5 of the 'Algemene Inkoopvoorwaarden ICTS' (General ICTS Purchasing Conditions), November 2018, needs to be replaced by the word 'oplevering' ('handover').
Article 6.1	The Parties may agree that an Acceptance Test shall be performed. In such a case, the Parties shall consult and agree the procedures for an Acceptance Test. The Acceptance Test is described separately in an appendix to the Agreement. Should no Acceptance Test be agreed, then no later than two (2) weeks after delivery SNBV shall inform the Other Party in writing as to whether it will accept the Products. Even if the Other Party fails to receive a written notification from SNBV within this period, this should not be construed as meaning that SNBV has accepted the Products.
Exclusions	The following Articles from the Terms and Conditions shall not apply to this Agreement: 5.5, 5.6, 7

9. Contacts

9.1 Both Parties shall designate one or more contact persons and one or more substitute contact persons who shall maintain contact with regard to (method of) performance of the Agreement

Contact at SNBV:
E-mail
Telephone

Contact Supplier
E-mail
Telephone

10. Exit conditions

10.1 At the end of this Agreement, the Supplier shall ensure that without loss of Data, all Data shall be transferred to SNBV, with the guarantee that this Data, including Meta data, can be imported, by SNBV or by a third party appointed by SNBV, in an applicable data format.

10.2 The Supplier shall ensure that at the end of this Agreement all activities will be performed to enable SNBV or a third party appointed by SNBV to receive all Data and to import all Data including Meta data. SNBV shall be entitled to perform an Acceptance Test in order to check whether the Data including all Meta data has been provided in the right way and can be used for the desired functionality. The Supplier shall solve any problems uncovered by the Acceptance Test. The Supplier shall guarantee its complete cooperation in the provision of Data to SNBV or to a third party appointed by SNBV.

10.3 In the event of termination of dissolution of (all or part of) this Agreement, the Supplier shall implement the Exit conditions in good time before this Agreement expires.

10.4 The Supplier shall remain fully responsible for a complete, prompt and correct performance of the Services until the stipulated end date for the Services.

10.5 The Supplier shall ensure that the end date for the Services in question shall on no account be later than six (6) months after the notice of the termination or dissolution, and in the case of the expiry of the Agreement on the day that the fixed duration of this Agreement ends.

10.6 The Supplier shall guarantee that the Exit conditions can be immediately implemented at all times.

11. General

11.1 All notifications made by Parties to one another pursuant to this Agreement shall be effected in writing.

11.2 Any amendment and/or supplement to the framework agreement must be effected in writing and signed by both Parties.

11.3 If a court finds that one or more provisions of the Agreement to be legally invalid and/or nullified one or more of such provisions, the remainder of the Agreement shall remain in full force and effect. Parties also undertake in advance that they shall negotiate new provisions to replace the provisions found to be invalid or nullified, with the new provisions reflecting as closely as possible the scope and purport of the old.

11.4 The following documents constitute an integral part of this Agreement. In the event of any conflict between these documents, a document listed higher shall prevail over one listed lower:

The Agreement, including all Appendices;

I. General Purchasing Terms and Conditions ICT & Systems of Schiphol Nederland B.V. 2018
II. The Schiphol regulations, latest version ("Schiphol Regulations"). The Schiphol regulations can be found on www.schiphol.nl.
III. The Tendering guide dated January 21, 2019 with reference, including all its appendices, amongst which the Programme of Requirements and the Amended Documentation.
IV. Programme of Requirements.
V. The Tender Bid by Supplier dated [date].
VI. The Service Level Agreement.

VII. Prices as submitted by Supplier in its Tender.
VIII. Implementation Plan.
IX. Acceptance Test.

Thus drawn up and signed,

Schiphol Nederland B.V .	Supplier
date: _____	date: _____
date: _____	date: _____