

| Ref. Nr. | Subject   | Question   | Answer   |
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| 1        | Appendix D - Price sheet                                | Management private cloud Naturalis: In the tab 'Scenarios and Calculation', almost all tables (horizontally from C to Q and vertically from 4 to 37) seem to be configured incorrectly showing the title: #NAME?. Is it possible for Naturalis to fix this and to share an updated price sheet?  | We converted the Price sheet to 'xlsx'-format and tested it. The converted version 1.1 is added to the 'Documents' file on TenderNed.  |
| 2        | Appendix D - Price sheet                                | Management private cloud Naturalis: In the tab 'Price sheet' the tables 'B22' and 'B25' seem to be configured incorrectly showing the title: #NAME?. Is it possible for Naturalis to fix this and to share an updated price sheet?   | We converted the Price sheet to 'xlsx'-format and tested it. The converted version 1.1 is added to the 'Documents' file on TenderNed.  |
| 3        | Appendix C – Contract (Suspension termination services) | Article 6.5: This states the contractor cannot suspend or terminate its services in case of non-payment due to 'suspected' incorrect invoices or 'unsoundness' of the services. We feel this is rather arbitrary. Could this article be updated to reflect more checks and balances as follows: "6.5 If Naturalis does not pay one or more invoices on the grounds of suspected incorrect content of the invoice or invoices in question - provided that the suspected incorrect content referred to is made known to the Contractor in writing soon after discovery, <b>within 5 working days</b> - or does not pay on the grounds of unsoundness <b>evidenced default ("verzuim") on the part of Contractor with respect to</b> the services invoiced, this does not give the Contractor the right to suspend or terminate its services. | Partially agreed. Article 6.5 is adjusted and will read as follows: "If Naturalis does not pay one or more invoices on the grounds of suspected incorrect content of the invoice or invoices in question - provided that the suspected incorrect content referred to is made known to the Contractor in writing soon after discovery, or does not pay on the grounds of evidenced default or breach on the part of Contractor with respect to the services invoiced, this does not give the Contractor the right to suspend or terminate its services." Naturalis shall not suspend payment of an invoice lightly and shall act at all times within the bounds of reasonableness and fairness. |
| 4        | Appendix C – Contract (Fixed price)                     | Article 6.1 states that the invoice for the first 80% of the fixed price is to be based on actual hours worked. This seems to imply that the pricing method is a cap/maximum on the actual hours instead of a fixed price. Can Naturalis elaborate on how this wording relates to the fixed price requirement?   | You must submit one fixed price for the onboarding and migration. We would like to pay at least 20% of that fixed price only after the onboarding and migration have been successfully completed. The first 80% we would like to spread over the period in which the onboarding and migration take place. One way to do this is to divide the amount based on the hours worked, so that your cash flow is proportional to the work delivered. If you prefer to spread the invoices for the first 80% in a different way, that is also acceptable, provided that it is an equal distribution over the months in which the onboarding and migration takes place.                                 |
| 5        | Appendix C – Contract (Default de jure)                 | If the Contractor does not provide the service within the agreed period in the manner determined in this Contract, <b>and fails to do so after having been served a written notice of default holding a reasonable term for performance</b> , then the Contractor is in default.   | Not agreed. The Contractor shall be considered "in default" (in Dutch: in gebreke) if it fails to perform its obligations under this Contract and is subsequently granted a reasonable period to remedy such failure. Only if the Contractor does not fulfil its obligations within that additional period shall it be deemed "in breach" (in Dutch: in verzuim) of this Contract.   |
| 6        | Appendix C – Migration plan (Item B.12)                 | With regards to migrating the workloads, can Naturalis mention a percentage of the running workloads that are re-deployable, so without data migration, during the migration process?  | At the moment of writing 340 of the 366 VM's on the cluster are deployed with Terraform. Most of those servers are further configured with config management (Ansible). In that sense, these workloads are re-deployable. With regard to data migration, most of these servers have some form of stateful data. Typically we use volumes for data stored in files and local storage for databases. During redeployments we usually restore stateful data from backups.   |
| 7        | Appendix A - Statement of Requirements (Item D.12)      | Recovery Point and Time Objectives (RPO/RTO) are mentioned in this item. Can Naturalis describe the RPO/RTO in place at the moment?  | Currently the Restore recovery time is 72 hours and the recovery point objective is 24 hours. We expect that Contractor, as part of the design process, coordinates the exact objectives with Naturalis and incorporates those in the documentation mentioned in item D.12.  |

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| 8        | Clarification Request: Acceptability of Proprietary Software Based on OpenStack | The documentation mentions a requirement to use only open-source components. We would like to clarify whether the use of proprietary software developed by us, built on top of OpenStack (an open-source platform), would be acceptable within this framework.  | <p>Naturalis has a strong preference for building and running its private cloud infrastructure on open-source software. This approach ensures continuity and helps prevent vendor lock-in. It's essential that our private cloud can be operated and managed without relying on proprietary software.</p> <p>Consequently, any exceptions to this rule depend on the criticality of the component. If the software is essential for your service, please provide more details on its function and the conditions under which it operates. This will allow us to determine whether an exception can be made.</p>   |
| 9        | Clarification Request: Retransition   | We noticed that the tender documentation references a requirement for Retransition. To ensure our proposed approach aligns with your expectations, could you please elaborate on how you envision this process being handled—especially in scenarios where the solution includes custom software developed and supported by us during and beyond the retransition period? | <p>To ensure the continuity of our private cloud infrastructure, we need to be able to select a new contractor who can take over its management at the end of the contract. To achieve this, we expect the current contractor to collaborate with a future contractor as specified in the requirements.</p> <p>This collaboration includes your permission to the successor contractor to use the tools and custom software necessary to manage the Naturalis private cloud for the duration and purpose of the re-transition. If you have any doubts, please provide more details about the scope and conditions for the use of the custom software so we can give a more specific answer.</p> |