

Agreement concerning the supply, maintenance and support of an Airport Management System at Eindhoven Airport

between

Eindhoven Airport N.V.

and

<Name contractor>

date <date>

version <version nr. > concept / definitive

contract number <fill in>

Table of contents

Article 1 Terms and Conditions and additional definitions	3
Article 2 Object of the Agreement	3
Article 3 Term of the Agreement	4
Article 4 Prices	4
Article 5 Payment	4
Article 6 Maintenance	5
Article 7 Implementation and Acceptance (Test)	5
Article 8 Source code	5
Article 9 Contact persons	5
Article 10 Security provision	6
Article 11 General	6

The undersigned:

Eindhoven Airport N.V., having its registered office at Luchthavenweg 13 in (5657 EA) Eindhoven, the Netherlands, duly represented in this matter by Mirjam van den Bogaard in the capacity of COO, and Roel Hellemons in the capacity of CEO, hereinafter to be referred to as "Client" or "EANV"

and

<Supplier>, established and domiciled at **<address>**, **<postcode and place>**, registered in the trade register under number **<number>**, legally represented by **<initials / surname>**, **<function>**, and **<initials / surname>**, **<function>**, hereinafter referred to as: **"Supplier"**

Hereinafter collectively referred to as **"Parties"** or individually as **"Party"**.

Considering that:

- a) EANV intends to have an Airport Management System solution, possibly to be further specified in the near future, carried out by a specialized supplier;
- b) Within this context, EANV issued a European public tender procedure (hereinafter to be referred to as "Invitation To Tender") for the purpose of selecting a supplier that meets the requirements and wishes set forth in the Invitation To Tender (hereinafter to be referred to as the "Specifications");
- c) The Supplier submitted a tender and was granted the assignment described in the Specifications by the Client in accordance with the applicable procedure;
- d) The Parties wish by means of this agreement (hereinafter referred to as the "Agreement") to establish a number of standard provisions and preconditions relating to all current and future specific Services and deliveries to be carried out;

Declare to have agreed as follows:

Article 1 Terms and Conditions and additional definitions

- 1.1 The Terms and Conditions apply to this Agreement. The 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 General Terms and Conditions, the provisions of the Agreement shall take precedence over the provisions of the General Terms and Conditions.
- 1.2 In addition to the definitions given in the General Terms and Conditions, the definitions given in the following paragraphs apply within the context of the Agreement.

Appendices	The appendices that, after having been initialled by the Parties, form an integral part of the Agreement.
Terms and Conditions	EANV's General Purchase Conditions IT & Systems, which are attached to this Agreement as Appendix 1.

Article 2 Object of the Agreement

- 2.1 EANV hereby grants the Supplier the assignment to supply a software solution, and the Supplier hereby accepts the assignment.
- 2.2 The Services relate to the delivery, Implementation, Installation and Maintenance of the Software as set forth in the Invitation To Tender (Appendix 10) and the Supplier's Tender (Appendix 9).

- 2.3 The Supplier guarantees on the basis of its performance obligation that the Software as referred to in Appendix 10 shall comply in full with the Specifications or, as the case may be, with the specifications agreed in writing during the term of the Agreement.

Article 3 Term of the Agreement

- 3.1 This Agreement is being entered into for a term of 5 years (start on 'go-live'), coming into force on <fill in> and ending by operation of law on <fill in>. EANV is entitled to extend this Agreement twice for a term of 3 years with its terms and conditions unchanged, provided that EANV informs the Supplier accordingly at least 3 months before expiry of the current term.

Article 4 Prices

- 4.1 As remuneration, EANV shall pay the Supplier the remuneration fixed price / TOTAL QUOTATION SUM of €..... specified in Appendix 9 (pricing sheet).

Article 5 Payment

- 5.1 The Supplier shall charge EANV the amounts owed for Services as based on the Agreement on a yearly basis, which amounts shall be charged in advance and properly itemised. For this purpose, the Supplier shall first send an EANV contract manager a pro forma invoice which EANV, if it agrees to it, will approve. EANV shall then send the Supplier a purchase order that accords with the pro forma invoice approved by EANV. The Supplier shall invoice EANV on the basis of this purchase order.
- 5.2 The Supplier shall charge EANV the variable amounts owed as based on the Agreement and as specified in Appendix 8 on a quarterly basis, which amounts shall be charged in arrears and properly itemised. For this purpose, the Supplier shall first send an EANV contract manager a pro forma invoice which EANV, if it agrees to it, will approve. EANV shall then send the Supplier a purchase order that accords with the pro forma invoice approved by EANV. The Supplier shall invoice EANV on the basis of this purchase order.
- 5.3 The Supplier shall charge EANV the amounts owed as based on the Agreement and which have been classified as non-recurring costs in Appendix 9 according to the invoicing timetable given below, which amounts shall be charged in arrears and properly itemised.

Project Deliverable Event	Milestone Date	Payment Milestone	%	Value
Contract signing		Y	15%	
Design Complete		Y	15%	
Build Complete		Y	20%	
Testing Complete		Y	20%	
Go-Live		Y	25%	
Project Closure		Y	5%	
Total Implementation Costs:			100%	

EANV shall send the Supplier a purchase order for this purpose.

- 5.4 Supplier's invoices must be sent digitally to invoices@eindhovenairport.nl, with reference to the purchase order number. Invoicing will be made to the billing address specified in the individual purchase order.
- 5.5 EANV shall pay the amounts it owes as based on the Agreement into the bank account indicated for the purpose by the Supplier within 30 days of having received the invoices concerned.

- 5.6 The Supplier shall send the invoices to EANV, stating the date, project number and other information made known to the Supplier by EANV in writing.
- 5.7 The exceeding of a payment term or payment terms by EANV or a failure on the part of EANV to pay one or more invoices, shall not give the Supplier the right to suspend or, as the case may be, terminate its performance of activities.

Article 6 Maintenance

- 6.1 The Supplier shall carry out Maintenance work on the Software in accordance with the provisions of the General Terms and Conditions (Appendix 1) and the service levels agreed upon (Appendix 10).

Article 7 Implementation and Acceptance (Test)

- 7.1 The Supplier shall implement and install the Software (and CustomMade Software) in accordance with the Implementation Plan as described in Appendix 8. The terms specified in the Implementation Plan are strict deadlines, unless agreed otherwise in writing by both Parties. As indicated in the Implementation Plan, the Supplier shall incur an immediately due and payable penalty of EUR 1.000,- , with a maximum of 20% of the tender amount, for each day that the Supplier fails to meet in a timely manner or in full its obligations as set forth in the Implementation Plan. The aforementioned penalty will not be imposed if Supplier's failure is caused by unforeseen events beyond Supplier's control, i.e. force majeure as referred to in Article 17 of the General Purchase Conditions IT & Systems - General Provisions.
- 7.2 During and after the Implementation phase, the Supplier shall give EANV the opportunity to carry out an Acceptance Test, which will be composed during the design phase of the project. The Acceptance Test shall take place on the date specified in the Implementation Plan unless agreed otherwise. The Acceptance Test shall serve as a guide to determine whether the Supplier has met its obligations arising from this Agreement. If, on the basis of the Acceptance Test, EANV does not accept the Software due to defects, EANV shall be entitled to dissolve this Agreement with immediate effect. The Supplier shall then return to EANV all amounts paid by EANV to the Supplier pursuant to this Agreement; the preceding without prejudice to all of EANV's other rights, including the right to compensation.

Article 8 Source code

- 8.1 At EANV's request, the Supplier shall assist in the conclusion of an Escrow Agreement with Escrow Europe B.V. for the benefit of EANV. The source code of the Software and associated Documentation and Materials shall then be stored in Escrow at the expense of EANV.

Article 9 Contact persons

- 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.

On behalf of EANV:

Name:	Lennard Albarda	Name:	Sven Bastianen
Function:	Product Owner	Function:	Head of Digital & IT
Phone:	+316 5108 8645	Phone:	+316 4912 5563
E-mail:	l.albarda@eindhovenairport.nl	E-mail:	s.bastianen@eindhovenairport.nl

On behalf of Supplier:

Name:	<fill in>
Function:	<fill in>
Phone:	<fill in>
E-mail:	<fill in>

Article 10 Security provision

- 10.1 The information security requirements as included in Appendix 7 apply to this Agreement. Supplier shall ensure that these requirements are fully and unconditionally complied with in the execution of this Agreement.

Article 11 General

- 11.1 For the duration of the Agreement, Appendices may be altered and/or added. Altered and/or added Appendices shall be signed by both Parties, after which they shall form an integral part of the Agreement.
- 11.2 Notifications that the Parties shall give each other on the basis of this Agreement shall be given in writing.
- 11.3 If a court deems one or more provisions of the Agreement to be null and void and/or declares one or more provisions to be void and/or not legally valid, the remainder of the Agreement shall remain in force. Furthermore, the Parties undertake now for then to engage in consultation about new provisions to replace those that have been deemed or declared null and void, while retaining the essence of the original provision or provisions to the greatest extent possible.
- 11.4 The following documents form an integral part of the Agreement. Insofar as these documents may be found to conflict with each other, the document below listed first shall take precedence, i.e. the lower the document in the list, the lower its respective priority:

Appendix 1	General Purchase Conditions IT & Systems - General Provisions General Purchase Conditions IT & Systems - Special Provisions Hardware General Purchase Conditions IT & Systems - Special Provisions Professional Services General Purchase Conditions IT & Systems - Special Provisions SaaS (if applicable) General Purchase Conditions IT & Systems - Special Provisions Software
Appendix 2	General Terms and Conditions Airport Identification Card
Appendix 3	Issue and Intake of Eindhoven Airport Passes
Appendix 4	Safety & Security Manual
Appendix 5	Access Policy
Appendix 6	Data Processing Agreement
Appendix 7	Security Annex
Appendix 8	FlightAPI field list
Appendix 9	Supplier's Tender, including filled in documents: Tender Letter Pricing Sheet Business Requirements Document Questionnaire response Service Level Agreement Presentation response
Appendix 10	Invitation To Tender

Thus drawn up and signed singular,

For the Supplier:	
Name:	Name:
Position:	Position:
Date:	Date:
Signature: _____	Signature: _____

For EANV:	
Name: R.A.J. Hellemons	Name: M.P.J. van den Bogaard
Position: Chief Executive Officer (CEO)	Position: Chief Operating Officer (COO)
Date:	Date:
Signature: _____	Signature: _____