GENERAL PURCHASING CONDITIONS OF NETBEHEER NEDERLAND

Netbeheer Nederland

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Netbeheer Nederland

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Netbeheer Nederland

PART I - GENERAL PROVISIONS PURCHASING CONDITIONS FOR ALL DELIVERABLES PROVIDED TO NETBEHEER NEDERLAND

Article 1 Definitions

Acceptance - The express and written approval by Netbeheer Nederland of the Deliverable or any part thereof, once Netbeheer Netherlands has determined that the Deliverable complies with the Agreement and does not contain any Defects that prevent or substantially restrict the Agreed Use.

Equipment - The physical objects to be supplied and/or maintained by the Contractor, including any non-material objects reasonably associated with them, such as embedded software.

GPC - These General Purchasing Conditions for all deliverables provided to Netbeheer Nederland.

Adaptive Maintenance - The adaptation of the Software and/or Equipment following changes to legislation and regulations or changes to IT infrastructure.

Cloud Service - A model for providing IT deliverables (including software, platforms or infrastructure) over a network connection, providing on-demand, scalable and shared computing resources (such as networks, servers, storage and applications) to Netbeheer Nederland, without Netbeheer Nederland having to acquire ownership of the underlying physical hardware or software licences.

Corrective Maintenance - The correction of Defects in the Deliverable, including Software and/or Equipment, after these have been reported by Netbeheer Nederland or the Contractor has become aware of them otherwise.

Data - All information, in any form and on any medium, shared by Netbeheer Nederland with the Contractor or otherwise accessible by the Contractor, or generated by the Deliverable in the context of Netbeheer Nederland's use of the Deliverable. In any case, 'Data' also includes all personal data that may be processed by the Contractor and for which Netbeheer Nederland qualifies as the data controller, and all Confidential Information.

Third-Party Software - Software that is not developed by the Contractor or for which the Contractor does not have the exclusive intellectual property rights, but is provided by the Contractor as part of the Deliverable.

Services - The work and Deliverables to be performed and provided by the Contractor on behalf of the Client.

Direct Loss - Any loss referred to in Section 6:96(1) and (2) of the Dutch Civil Code, except for loss that qualifies as Indirect Loss.

Documentation - Any description of the Deliverable and its characteristics, including but not limited to (digital) drawings, models, specifications, certificates of quality, inspection or warranty, CE certificates, manuals, instruction books and any other documents, whether or not specifically intended for installation, implementation, use, management and/or maintenance of the Deliverable.

Defect - The failure, incomplete or inadequate performance of all or parts of the Deliverable regarding the Agreed Use.

Right of Use - The right under which Netbeheer Nederland is authorised to use the Deliverable (including installation, to the extent necessary for its use) in accordance with the Agreement. To the extent that Netbeheer Nederland does not already have all the rights, the Right of Use includes permission from the Contractor to Netbeheer Nederland for all reasonably necessary copyright-relevant acts, such as disclosure and reproduction.

Goods - The physical objects to be delivered on the basis of the Agreement (such as hardware and equipment), as well as programs, software, data files and/or other products of the mind, whether or not they are recorded on physical carriers.

Industry Standards - The level of knowledge, technical skill, diligence, communication skills, guidance and efficiency that can reasonably be expected of a professional contractor providing goods and services comparable in nature and scope to that of the agreed Deliverable.

Indirect Loss - Loss of profit, missed savings, loss of revenue, loss of goodwill, damage to reputation and loss due to business interruption.

Information Security Incident - Any breach of information security of the Deliverable that results in, or is reasonably likely to result in, the destruction, non-availability, loss, alteration or unauthorised disclosure of, or unauthorised access to data of Netbeheer Nederland available to the Contractor as part of the performance of the Agreement.

Information System - An automated set of hardware, software, network facilities and data files that receive, process, store and access digital data according to established logic using standardised interfaces designed to collect, process, store and distribute data, with the aim of supporting Netbeheer Nederland for its information requirements and decision-making.

Materials - Tools, physical or digital components, equipment, cables, data carriers and other supporting resources required for the installation, implementation, use and/or maintenance of the Deliverable.

Netbeheer Nederland - The Client in these GPC, also referred to as Netbeheer Nederland and NBNL.

Maintenance - As agreed in the Agreement: Preventive Maintenance, Corrective Maintenance, Adaptive Maintenance, and Perfective Maintenance.

Support - Providing assistance, support and advice for the detection of Defects, and also advising on the use and functioning of the Deliverable at the request of Netbeheer Nederland, including Software and/or Equipment.

Contractor - The natural person or legal entity with which Netbeheer Nederland has concluded the Agreement for the provision of the Deliverable.

Agreement - An agreement concluded between the Contractor and Netbeheer Nederland with respect to the provision of the Deliverable that is subject to these GPC and of which these GPC form an integral part.

Agreed Use - The intended use of the Deliverable by Netbeheer Nederland as it was or should reasonably be known to the Contractor at the time when the Agreement was concluded, to the extent that such use is not expressly excluded or limited in the Agreement.

Perfective Maintenance - Improving existing functionalities and other qualities of the Deliverable, Software and/or Equipment.

Deliverable - The Goods and Services to be provided by the Contractor pursuant to the Agreement, including the provision of the Right of Use to Netbeheer Nederland.

Preventive Maintenance - Proactively taking measures to maintain the Deliverable, including Software and/or Equipment, and prevent disruptions.

Software - The software to be provided or maintained by the Contractor. A further distinction of Software can be made into Standard Software, Third-Party Software and Customised Software.

Loss - Direct Loss and Indirect Loss.

Confidential Information - All information, in any form, including but not limited to oral, written or electronic form, relating to a Party to the Agreement that is provided, disclosed or made accessible to the other Party prior to and during the term of this Agreement, which is designated as 'confidential information' or, as far as information from Netbeheer Nederland is concerned, should be considered confidential in view of the circumstances surrounding the disclosure or the nature of the information.

Works - The actual acts and operations performed by the Contractor, its personnel or any third party engaged by it in the performance of the Agreement, including the manner and means by which they are performed, whether at the Client's premises or elsewhere.

Article 2 Applicability and validity

2.1 These Purchasing Conditions apply to and form part of any (legal) act relating to the preparation, establishment or performance of an Agreement in respect of the purchase of Goods (including rental, hire purchase and leasing), Services or any other Deliverable by the Contractor in the context of a joint procurement by network operators.

2.2 The applicability of the Contractor's general or other conditions is expressly rejected by the Client.

2.3 Any changes, additions to or deviations from any provision of these Purchasing Conditions made in consultation between the Client and the Contractor in the context of an Agreement shall be valid only if they are recorded in writing and signed by both Parties, and shall also only apply to the Agreement in question.

2.4 If one or more provisions of the GPC or the Agreement are found to be null and void or are nullified by the court, the remaining provisions shall retain their legal force. The Parties will consult on the voided or nullified provisions in order to agree on a replacement arrangement. The replacement arrangement shall not affect the purpose or scope of the GPC or the Agreement.

2.5 These GPC consist of a section containing general provisions and a number of sections containing special provisions. The general provisions shall always apply when the Client purchases Goods, Services, Rights of Use or any other Deliverable from the Contractor.

Article 3 Conclusion of the Agreement

3.1 Each offer from the Contractor shall be irrevocable and non-binding for 30 days after receipt by Netbeheer Nederland, unless otherwise agreed in writing.

3.2 If the offer is followed by Acceptance, the Agreement will be concluded at the time when Netbeheer Nederland sends the Acceptance document to the Contractor.

3.3 Netbeheer Nederland reserves the right to make amendments and additions to the offer. In that case, the Agreement will be concluded at the time when the Contractor receives written confirmation of the order in accordance with the amended offer or when the Contractor effectively starts its performance of the Agreement.

3.4 When performing framework agreements, the Agreement will be concluded each time the Client places the order for full or partial performance.

3.5 Documentation made available to or approved by the Client before or at the time when the Agreement is concluded shall be part of the Agreement.

Article 4 Notification method

4.1 Notification by the Parties pursuant to/under the Agreement shall be made in writing.

4.2 Notices, including commitments or (further) arrangements, from one Party to another that are relevant to the performance of the Agreement shall not bind the Parties unless they have been made or confirmed in writing by a person authorised to do so.

Article 5 Performance of the Agreement

5.1 The Contractor shall provide the Deliverable carefully, in a timely manner and in accordance with the Agreement, applicable laws, regulations and Industry Standards.

5.2 The Contractor shall provide the Deliverable on the agreed date or within the agreed term. If no time limit has been agreed, a reasonable performance period of up to six weeks after the conclusion of the Agreement shall apply.

5.3 The Contractor shall promptly report any circumstances that may cause delay or other relevant consequences for the performance of the Agreement, specifying its cause, consequences and proposed measures.

5.4 Netbeheer Nederland may postpone or suspend the performance in whole or in part. Any impact on planning and implementation shall be determined in mutual consultation.

5.5 Obligations that by their nature are intended to continue after termination of the Agreement shall remain in force.

Article 6 Investigation and information obligations

6.1 The Contractor hereby declares that at the start of the Agreement they familiarised themselves sufficiently with, made enquiries with Netbeheer Nederland about, and in making their offer and determining the costs thereof have expressly taken into account:

a) The objectives for which Netbeheer Nederland has entered into the Agreement.
b) The expected intensity and type of use of the Deliverable, where relevant.

c) Any information or cooperation to be provided by Netbeheer Nederland or third parties only after the conclusion of the Agreement.

6.2 In carrying out the investigation and information obligation set out in paragraph 1, the Contractor must also assess the feasibility of the Deliverable within the boundaries set out by the Client for this purpose. Regarding the above provision, the Client must provide the Contractor with sufficient information.

6.3 The Contractor guarantees that:

a) It has all the necessary permits, certifications, experience and personnel to provide the agreed Deliverable to Netbeheer Nederland in accordance with the Agreement
b) It complies with all applicable laws and regulations, and will do everything it can within the boundaries of the Agreement to enable Netbeheer Nederland to comply with the laws and regulations to which it is subject; and
c) It will not deliberately damage the good name and reputation of Netbeheer Nederland.

6.4 Netbeheer Nederland will make an effort to act as a good Client.

Article 7 Progress reporting and work consultations

7.1 The Contractor shall report on the progress of the Deliverable at the request of Netbeheer Nederland or as agreed.

7.2 The Parties shall consult as often as reasonably necessary on the progress of the Deliverable.

7.3 The Contractor shall inform Netbeheer Nederland without delay of any circumstances that may lead to cost increases, delays, changes to the Deliverable and changes to data processing.

Article 8 Amendments and contract variations

8.1 The Contractor shall not make any changes to the design or specifications of the Deliverable without the written consent of or a written request from the Client.

8.2 The Contractor shall at all times be bound to make or provide any changes or additions to the Deliverable that are desired by the Client and technically feasible.

8.3 If additional wishes or changed insights of the Client or changes to the legal requirements relevant to the Deliverable to be provided demonstrably increase or expand the Deliverable to be provided, this constitutes additional work that is eligible for compensation, provided that it complies with paragraph 4 of this article. Additional work does not include any supplementary work or changed insights that the Contractor should have foreseen at the time when the Agreement was concluded. If the Contractor believes that additional work is required, it shall inform the Client thereof in writing as soon as possible.

8.4 The Contractor shall not commence any additional work until it has received a written order confirmation from the Client. The Contractor shall prepare a written offer to obtain such an order concerning the extent of the expected additional work and the time and costs associated with it. Additional work to be performed by the Contractor is subject to the provisions of the Agreement, including the rates and any discounts, to the extent that these are not altered by the further written order confirmation. The Contractor may not impose any further or stricter conditions than those agreed to by the Client when submitting an offer. Such additional work shall be carried out under the provisions of the Agreement.

8.5 If the consequences specified by the Contractor for the duration and/or costs associated with the modification requested by the Client are unreasonable in the Client's opinion, the Client shall have the right to terminate or cancel the Agreement, unless this would be contrary to the requirements of reasonableness and fairness given the circumstances. Apart from compensation for reasonable, unavoidable costs for Goods already in production or work in progress, termination or cancellation of the Agreement pursuant to this article shall not entitle the Parties to further compensation for any loss.

8.6 If the Deliverables to be provided by the Contractor pursuant to the Agreement are demonstrably reduced or scaled down due to the additional wishes or changed insights of the Client, or changes to the legal requirements relevant to the Deliverables to be provided, this shall constitute reduced work, which is eligible for offsetting. If a Party believes that the work is reduced, it shall notify the other Party of this in writing as soon as possible. If a fixed price has been agreed, the Parties shall mutually agree on the amount covering the reduced work to be offset against the price to be paid.

8.7 All agreed changes and additions to the Deliverable are implemented by the Contractor and performed in accordance with the terms of the Agreement, including these Purchasing Conditions.

8.8 Netbeheer Nederland shall have the right to require changes to the Deliverable, provided that such changes

are reasonable and are not of such a nature that the Contractor would not reasonably have entered into the Agreement if it had previously been aware of the changes. Any impact on price and planning shall be determined in accordance with this article.

Article 9 Prices and rates

9.1 With the exception of expressly agreed deviations recorded in writing, all agreed prices and rates shall be deemed to be (a) stated in euros and (b) include all costs, including VAT, implementation costs, any transport and packaging costs, customs clearance, insurance and any costs incurred by third parties engaged by the Contractor. The prices are fixed and do not include VAT. All taxes and duties related to the delivery shall be borne by the Contractor.

9.2 The Contractor shall not increase agreed prices and rates during the term of the Agreement, unless the Agreement states the specific and actual circumstances that may lead to price adjustment, and the precise manner in which the price adjustment takes place in such cases.

Article 10 Invoices and payment

10.1 The Contractor shall invoice in accordance with the provisions of the Agreement.

10.2 Invoices shall comply with applicable legal requirements and include at least:

a) The name and address details of the Parties
b) The Client's Chamber of Commerce number and VAT registration number
c) The invoice date
d) A description of the Deliverable provided
e) The date of delivery or execution
f) The amount due and the VAT breakdown
g) The purchase order number provided by Netbeheer Nederland.

10.3 Unless otherwise agreed in writing, Netbeheer Nederland shall pay a correctly submitted invoice within thirty (30) calendar days of receipt thereof or, if later, after the supply and Acceptance of the Deliverable.

10.4 If an invoice relates to a Deliverable that does not comply with the Agreement, Netbeheer Nederland is entitled to suspend payment of the disputed part until the defect is rectified.

10.5 Exceeding a payment period does not automatically cause Netbeheer Nederland to be in default. This requires a written notice of default.

10.6 The Contractor shall specify all fees and costs in its offer beforehand. Costs that could reasonably have been specified in advance, but were not, shall be deemed to be included in the agreed price.

10.7 If no fixed price has been agreed, the Contractor shall provide a realistic cost estimate. As soon as it is reasonably foreseeable that this cost estimate will be exceeded by more than ten percent (10%), the Contractor shall inform Netbeheer Nederland in writing without delay.

10.8 Netbeheer Nederland is entitled to have invoices audited by an independent auditor. The Contractor shall provide reasonable assistance for this. Each Party shall bear its own costs, unless the audit reveals a material inaccuracy in the invoicing by the Contractor.

Article 11 Delivery

11.1 The ownership and risk of the Goods to be supplied are transferred at the time of delivery, as soon as Netbeheer Nederland takes receipt of the Goods at the agreed place of delivery. Goods shall be deemed to have been delivered once Netbeheer Nederland has accepted them in writing. At that time, a payment obligation arises and the Contractor shall indemnify Netbeheer Nederland against possible third-party claims relating to intellectual property or otherwise.

11.2 Contrary to the provisions of paragraph 1, ownership of the Goods to be supplied shall be transferred when the down payment is made. The Contractor shall then mark the relevant goods as the property of Netbeheer Nederland and indemnify Netbeheer Nederland against loss, damage and rights exercised by third parties. The Goods shall be at the Contractor's risk between the moment when ownership is transferred and actual delivery. The Contractor shall adequately insure the Goods referred to in the previous sentence against all risks at its own expense.

11.3 The Contractor shall include all associated documentation, inspection and guarantee certificates in Dutch or English with the Goods to be delivered.

11.4 The Goods must be properly packed and marked in accordance with the instructions of Netbeheer Nederland.

Article 12 Acceptance

12.1 After handover of the Deliverable, the Contractor shall request in writing that Netbeheer Nederland proceed with Acceptance. Netbeheer Nederland is entitled to assess the Deliverable, or have it assessed by a third party, according to the Agreement, the agreed

specifications, Documentation, Industry Standards and any agreed acceptance criteria.

12.2 Acceptance shall take place only by means of a written declaration by Netbeheer Nederland. The absence of comments, commissioning of the Deliverable, payment of invoices or other actual actions by Netbeheer Nederland do not constitute Acceptance.

12.3 If any Defects are identified during the assessment, the Deliverable shall be deemed not to have been accepted. The Contractor shall correct the Defects without delay and at its own expense, and offer the Deliverable again for Acceptance.

12.4 If a Defect relates only to a part of the Deliverable, Netbeheer Nederland has the right to: a. reject the entire Deliverable or b. reject only the part concerned and accept the remainder provisionally. A partial Acceptance does not affect the Contractor's obligation to fully repair or correct the rejected portion.

12.5 After correction of the Defects, a reassessment shall be carried out in accordance with this article. If any Defects are again found during the second assessment, Netbeheer Nederland shall be entitled, without prejudice to its other rights:

a) to require the Contractor to continue its remedial work
b) to have the Defects corrected themselves or by a third party at the expense of the Contractor
c) to terminate the Agreement in whole or in part, or
d) to apply a proportional reduction to the agreed fee.

12.6 To the extent that an acceptance test is part of the Agreement, the Contractor shall perform all necessary internal tests prior to delivery and correct the resulting Defects. At the request of Netbeheer Nederland, the Contractor will demonstrate that these tests have been carried out.

12.7 All costs related to correction, reassessment, additional testing and redelivery shall be borne in full by the Contractor.

12.8 Acceptance does not release the Contractor from its obligations under the Agreement, including warranties, Maintenance obligations, liability, indemnities and obligations regarding the quality of the Deliverable. Netbeheer Nederland retains all rights in respect of Defects that are discovered after Acceptance.

12.9 For deliverable project results, Customised Software and Deliverables developed specifically for Netbeheer Nederland, Acceptance is a prerequisite for the invoice to become payable. For subscriptions, cloud services, maintenance services, support services and standard software, Acceptance is not a condition for the invoice to become payable. Netbeheer Nederland reserves the right to suspend payment of the disputed part of an invoice in the event of a material defect.

Article 13 Testing, inspection and checks

13.1 Netbeheer Nederland may perform tests, inspections or checks before, during or after the supply of Goods or the Deliverable. In the case of Goods, the Contractor shall in all fairness grant access to where the Goods are manufactured or stored and cooperate with the tests, inspections and checks requested by Netbeheer Nederland. Such cooperation includes providing the required documentation and information at its expense.

Article 14 Quality and warranty

14.1 The Contractor guarantees that, during the term of the Agreement and during the applicable warranty period, the Deliverable:

a) complies with the Agreement, the agreed specifications, Documentation and any acceptance criteria
b) is suitable for the Agreed Use
c) complies with all applicable laws and regulations
d) meets the requirements of Industry Standards
e) contains no Defects.

14.2 The Contractor guarantees that only suitably qualified and competent personnel will be employed for the performance of the Agreement.

14.3 Unless otherwise agreed in writing, each Deliverable is warranted for a period of twelve (12) months after Acceptance. Equipment is warranted for twenty-four (24) months after Acceptance, unless a longer term is required by law, manufacturer's warranty or Industry Standards.

14.4 During the warranty period, the Contractor shall promptly correct any Defects entirely at its own expense. Netbeheer Nederland may require that a Defect be corrected or that the Deliverable be replaced in whole or in part.

14.5 If the Contractor fails to correct a Defect within a reasonable period of time, Netbeheer Nederland is entitled to carry out the correction itself or have it

carried out by a third party at the Contractor's expense, without prejudice to its other rights.

14.6 A new warranty period as referred to in paragraph 3 shall commence for repaired or replaced parts of the Deliverable.

14.7 Acceptance is without prejudice to the Contractor's obligations under this article.

Article 15 Maintenance

15.1 If the Parties have agreed that the Contractor will perform Maintenance, the Contractor will perform it in accordance with the Agreement and Industry Standards.

15.2 Where applicable, the additional provisions of Part III of these conditions shall apply.

Article 16 Right of Use

16.1 Subject to the Agreement, the Contractor shall grant Netbeheer Nederland a Right of Use for the Deliverable to be provided to Netbeheer Nederland for the Agreed Use.

16.2 Unless otherwise agreed (for example, if this involves a purchase), the Contractor shall grant a Right of Use for Equipment for its entire usage period and a Right of Use for Software for the duration of the Agreement.

16.3 To the extent that the Parties have agreed that all or parts of the Deliverable are to be purchased by Netbeheer Nederland, the Right of Use shall include all rights associated with ownership for an indefinite period of time. These GPC are in no way prejudicial to this.

Article 17 Resources

17.1 The materials, drawings, models, instructions, specifications, software, tools and other resources made available by Netbeheer Nederland to the Contractor or purchased or manufactured by the Contractor on behalf of Netbeheer Nederland, which in some way support the Contractor in relation to the goods to be delivered or services to be provided, shall remain or become the property of Netbeheer Nederland at the time of purchase or manufacture. This does not apply to data, other information and/or data carriers necessary for the provision of the agreed Deliverable if this data has been provided by the members of Netbeheer Nederland.

17.2 The Contractor shall recognisably mark the resources referred to in paragraph 1 as the property of Netbeheer Nederland, keep them in good condition and, where applicable, insure them at the Contractor's expense against all risks for as long as the Contractor acts as the holder of those resources on behalf of Netbeheer Nederland.

17.3 How the resources are used is at the Contractor's risk.

17.4 The Contractor shall make the resources available to Netbeheer Nederland on demand, but no later than at the time of delivery of the Goods and/or the Deliverable to which the resources relate.

17.5 The Contractor may only use the resources for the purpose and in the context of the provision and/or execution of the agreed Deliverable to Netbeheer Nederland.

17.6 Changes to or departures from the resources made available or approved by Netbeheer Nederland are only permitted with the prior written approval of Netbeheer Nederland.

Article 18 Intellectual property rights and third-party rights

18.1 Without prejudice to the powers granted to Netbeheer Nederland in the Agreement, the intellectual property rights in the Deliverable are vested in the Contractor, its suppliers or its licensors, except in so far as it concerns the parts of the Deliverable specifically developed for the benefit of Netbeheer Nederland, in which case the provisions of this article apply. In the latter case and to the extent that at any time a further deed would appear to be required, the Contractor now already authorises Netbeheer Nederland irrevocably to draw up such a deed in a reasonable manner and sign it on behalf of the Contractor, without prejudice to the Contractor's obligation to cooperate with the transfer of these rights at Netbeheer Nederland's first request, without imposing any further conditions.

18.2 The Contractor shall waive all personality rights that may accrue to it against Netbeheer Nederland, to the maximum extent permitted by the Dutch Copyright Act. Furthermore, the Contractor shall guarantee that the employees and contractors involved on its side have waived any personality rights towards the Contractor in the employment or work contracts concluded with these employees, to the maximum extent permitted by the Dutch Copyright Act.

18.3 The Contractor guarantees that the Deliverable does not infringe, in whole or in part, any intellectual property right or related rights of third parties. If the Deliverable is subject to a third-party right, the

Contractor shall ensure that Netbeheer Nederland acquires the Right of Use free of charge.

18.4 The transfer of any intellectual property rights to Netbeheer Nederland and the Right of Use shall not be subject to reversal upon termination of the Agreement.

18.5 Netbeheer Nederland reserves the right to agree on the Right of Use directly with the third party concerned at the Contractor's expense.

18.6 Should it emerge that the usage by Netbeheer Nederland infringes or threatens to infringe any third-party intellectual property or other right, the Contractor is obliged to:

a) Replace the Goods or resources or Deliverable in question by equivalent Goods that do not infringe the rights of third parties; or
b) Obtain a Right of Use for the Goods and/or resources concerned, or the Deliverable; or
c) Modify the Goods and/or resources and/or Deliverable concerned in such a way as to remedy the infringement,
d) all of this in consultation with Netbeheer Nederland, without giving rise to additional costs for Netbeheer Nederland beyond the agreed purchase price and without the usage options being more restricted compared to the Goods and/or resources and/or Deliverable originally to be supplied.

18.7 Intellectual property rights to standard software, cloud services, documentation, methodologies, templates, algorithms and other materials of the Contractor that existed prior to the Agreement shall remain with the Contractor or its licensors. The Contractor grants Netbeheer Nederland a non-exclusive, worldwide, non-cancellable licence for the duration necessary for the Agreed Use of the Deliverable.

18.8 Intellectual property rights to tailor-made results developed specifically for Netbeheer Nederland are vested in Netbeheer Nederland from the moment full payment of the agreed fee has been made.

Article 19 Third-Party Software

19.1 Unless otherwise agreed in the Agreement, the Contractor is permitted to incorporate Third-Party Software in the Deliverable to the extent that:

a) The Contractor has familiarised itself in advance with the quality and maintainability of the Third-Party Software, in accordance with Industry Standards
b) This does not prevent the Agreed Use of the Deliverable as a whole
c) The Contractor has informed Netbeheer Nederland in writing about the presence of, and any applicable third-party licence terms for, Third-Party Software; and
d) The Contractor shall carry out Maintenance on Third-Party Software in accordance with the same terms and conditions agreed between the Parties for the Maintenance of Software developed by the Contractor itself.

19.2 The additional terms and conditions set out in paragraph 1 shall not apply to Third-Party Software supplied by the Contractor solely at the express request of Netbeheer Nederland.

Article 20 Confidentiality, privacy, information security and audit

20.1 The Parties shall treat all Confidential Information of the other Party in strict confidence and use it solely for the purpose of performing the Agreement.

20.2 The Parties shall ensure that only those persons who require the information for the performance of the Agreement are granted access to Confidential Information. These individuals are bound by an appropriate duty of confidentiality.

20.3 The obligations set out in this article shall not apply to information which is already publicly available without breach of this Agreement, which has been lawfully obtained from a third party, the disclosure of which is required by law, or for which the disclosing Party has given prior written consent.

20.4 To the extent that the Contractor processes personal data for the purposes of Netbeheer Nederland, the Contractor shall act in accordance with the General Data Protection Regulation (GDPR) and other applicable privacy legislation.

20.5 If the Contractor qualifies as a data processor within the meaning of the GDPR, the Parties shall enter into a data processing agreement upon first request.

20.6 During the term of the Agreement, the Contractor shall take appropriate technical and organisational measures to protect the confidentiality, integrity, availability and authenticity of the Deliverable, Data and other information belonging to Netbeheer Nederland. These measures are in line with the state of the art, the nature and scope of the Deliverable, the associated risks, applicable laws and regulations, and the security standards customary within the sector.

20.7 The Contractor shall report any information security incident or suspected security breach without delay upon becoming aware of it. The report shall include at least the nature of the incident, the expected impact, the measures taken and the remedial measures envisaged.

20.8 Netbeheer Nederland is entitled to verify compliance with the Agreement. To this end, the Contractor shall, upon request, provide up-to-date audit reports, certifications and assurance reports such as ISO 27001, SOC1, SOC2, ISAE3402 or similar independent statements.

20.9 If, in the reasonable opinion of Netbeheer Nederland, this information does not provide sufficient insight into a specific risk or a particular shortcoming, Netbeheer Nederland is entitled to carry out a supplementary audit or arrange for it to be carried out. A supplementary audit:

- shall be announced at least twenty working days in advance
- takes place during normal office hours
- does not cause any unreasonable disruption to the Contractor's business operations
- is carried out in confidence
- takes place no more than once every twelve months, unless there is a security incident, a legal obligation or reasonable grounds to believe that a serious breach has occurred.

20.10 If an audit reveals that the Contractor is not fulfilling its obligations, the Contractor shall rectify the shortcomings identified within a reasonable period and, upon request, provide evidence that the rectification has taken place.

20.11 Upon first request by Netbeheer Nederland or at the latest upon termination of the Agreement, the Contractor shall return or destroy all Confidential Information and personal data belonging to Netbeheer Nederland, unless statutory retention obligations prevent this.

20.12 The Contractor shall not make any public statements regarding the existence or performance of the Agreement without the prior written consent of Netbeheer Nederland.

Article 21 Transfer

21.1 Netbeheer Nederland is entitled to assign this Agreement (including the Right of Use), in whole or in part, on the same terms and conditions, without prior consent and without the Contractor's cooperation, to its members, unless the third party taking over the Agreement is reasonably unable to fulfil Netbeheer Nederland's payment obligations. Netbeheer Nederland shall promptly notify the Contractor of any such transfer in writing.

21.2 The Contractor shall not assign its rights and obligations under the Agreement, either in whole or in part, to any third party, nor shall it subcontract the performance of its obligations to any third party, without the prior written consent of Netbeheer Nederland. Netbeheer Nederland is entitled to attach conditions to its consent.

21.3 In urgent cases and where, following consultation with the Contractor, it may reasonably be assumed that the Contractor will not fulfil its obligations under the Agreement, the Contractor shall be obliged at the request of Netbeheer Nederland to subcontract the performance of the Agreement in whole or in part to third parties at the expense and risk of the Contractor, without the Contractor being released from its obligations under the Agreement. Netbeheer Nederland shall be entitled, at the Contractor's expense, to agree directly with third parties of its choice on the performance of the Agreement.

Article 22 Subcontracting to third parties

22.1 Unless otherwise agreed in the Agreement, the Contractor is only permitted to engage subcontractors or other third parties in the performance of the Agreement with the prior written consent of Netbeheer Nederland. Netbeheer Nederland will not withhold this authorisation on unreasonable grounds. Netbeheer Nederland is entitled to lodge a substantiated objection within 30 days of receiving this notice if:

- the subcontractor does not meet the agreed security, privacy or compliance requirements
- the continuity of the service is reasonably likely to be jeopardised
- there is a conflict of interest or competitive risk
- the change results in processing of data outside the agreed jurisdictions
- the subcontractor appears on any sanctions or exclusion lists.

If Netbeheer Nederland objects to the use of such services, the Contractor shall endeavour to provide a suitable alternative on the same terms and conditions. To the extent that no suitable alternative is available and the Contractor nevertheless wishes to use the third party for the performance of all or part of the

Agreement, Netbeheer Nederland is entitled to terminate the Agreement with immediate effect without notice of default, without this giving rise to any right to compensation for the Contractor.

22.2 To the extent that the Contractor has announced in writing at the start of the Agreement that it will engage specific third parties in the performance of the Agreement, Netbeheer Nederland shall be deemed not to have any objection to their engagement and to have granted its consent thereto at the start of the Agreement.

22.3 Regardless of whether Netbeheer Nederland has granted the Contractor permission to engage third parties, the Contractor shall remain liable for the acts and omissions of those third parties as if they were its own acts and omissions. The Contractor guarantees that any third parties to which it subcontracts parts of the Agreement shall enable the Contractor to comply with the requirements of the Agreement and shall enable Netbeheer Nederland to continue to exercise its rights under the Agreement (e.g. with regard to the Right of Use, confidentiality, audit rights, etc.).

22.4 Upon written request from Netbeheer Nederland, the Contractor shall immediately provide a copy of the agreement between the Contractor and any third parties engaged by it for the performance of all or parts of the Agreement. When providing that copy, pricing information and other information reasonably confidential to third parties may be removed or otherwise rendered illegible.

Article 23 Default and breach

23.1 If a Party fails to fulfil its obligations under the Agreement, the other Party may give it written notice of default, setting a reasonable period for compliance.

23.2 The defaulting Party shall be in default without the need for a notice of default if:

a) Compliance is permanently impossible
b) An agreed deadline has been exceeded
c) A declaration or conduct indicates that it will not fulfil its obligations
d) The company is being wound up, is granted a suspension of payment or ceases its activities.

23.3 The occurrence of a breach shall not affect any of the other rights of the non-defaulting Party, including the right to specific performance, compensation, suspension, termination and dissolution.

Article 24 Termination and dissolution

24.1 Netbeheer Nederland is entitled to terminate the Agreement in whole or in part if there are reasonable grounds for doing so. The Parties shall enter into consultations on the consequences of the termination.

24.2 Netbeheer Nederland is entitled to terminate the Agreement in whole or in part if the Contractor is in default.

24.3 Netbeheer Nederland is also entitled to terminate the Agreement in whole or in part, without notice of default and without judicial intervention, if:

a) The Contractor is put into liquidation or applies for a suspension of payment
b) The Contractor ceases trading, either in whole or in part
c) The Contractor merges, splits or transfers a substantial part of its business, activities or assets, or if there is a significant change in the control of the Contractor, to the extent that this, in the Client's reasonable opinion, may prejudice the proper performance of the Agreement
d) A substantial part of the Contractor's assets is subject to attachment
e) Contractor is guilty of fraud, corruption, a conflict of interest or serious integrity violations
f) The Contractor no longer meets the applicable eligibility or tender requirements
g) It is impossible to fulfil essential obligations for a period of more than 30 days as a result of force majeure
h) The Contractor acts in breach of the Competition Act or Articles 101 or 102 of the TFEU.

24.4 In the cases referred to in this article, Netbeheer Nederland is entitled to:

a) Suspend its payment obligations
b) Delegate the performance of the Agreement, in whole or in part, to third parties at the Contractor's expense and risk
c) Claim compensation
d) Recover any amounts already paid in so far as no valid Deliverable has been provided in return.

24.5 The Contractor is only entitled to payment for Deliverables already provided and accepted. Lost profits, lost sales and other consequential losses are not eligible for reimbursement.

24.6 Dissolution, termination or cancellation shall not affect provisions which, by their nature, are intended to survive, including provisions relating to liability, confidentiality, intellectual property, audit rights and dispute resolution.

24.7 In the event of termination by Netbeheer Nederland, the Contractor shall be entitled solely to payment for Deliverables already provided and accepted by Netbeheer Nederland. Any advance payments for which no Deliverable has been provided shall be refunded without delay.

Article 25 Liability and indemnity

25.1 The Contractor shall be liable to compensate Netbeheer Nederland for all losses suffered as a result of any attributable breach or unlawful act on the part of the Contractor in connection with the performance of the Agreement, subject to the limitations of liability set out in this article. The Contractor's obligation to pay compensation does not extend to compensation for loss of profit or loss caused by production downtime, unless the Contractor is insured against such risks.

25.2 The Contractor shall indemnify Netbeheer Nederland against all third-party claims arising from any failure on the part of the Contractor in the performance of the Agreement. In this context, third parties are understood to include personnel of Netbeheer Nederland and persons working on behalf of Netbeheer Nederland.

25.3 The Contractor shall also indemnify Netbeheer Nederland against any third-party claims arising from the Contractor's obligations under tax, social security and health insurance legislation in respect of its staff.

25.4 A Party's liability to the other Party arising from an attributable breach or unlawful act is limited to compensation for:

a) Direct Loss
b) Up to three times the total amount of fees (including VAT) that the Contractor may charge under the Agreement, up to a maximum of EUR 2,500,000 per event. Related events shall be considered as one event for the purposes of this provision.

25.5 The Parties are not liable to each other for any Indirect Loss.

25.6 The limitations of liability set out in this article do not apply to:

a) indemnities which the Parties have granted to one another under the Agreement
b) loss arising from death or personal injury
c) loss resulting from wilful misconduct, wilful recklessness or gross negligence on the part of a Party or its directors
d) loss resulting from an infringement of intellectual property rights for which the Contractor is liable under the Agreement
e) loss, including administrative fines imposed by supervisory authorities, arising from a breach of obligations relating to the processing of personal data or the data processing agreement.

25.7 If the Contractor makes use of items owned by Netbeheer Nederland during the performance of the Agreement, the Contractor shall be liable for any damage to those items and for any loss caused to third parties as a result. The limitations set out in this article shall apply mutatis mutandis to this liability.

25.8 To the extent that the Parties have agreed on a contractual penalty, this shall not affect Netbeheer Nederland's right to demand performance, additional compensation or any other remedy. Sections 6:92 and 6:93 of the Dutch Civil Code are excluded. A fine that has already been paid in respect of the same incident will be deducted from any compensation awarded at a later date.

Article 26 Insurance

26.1 Subject to the limitations of liability set out in this article, the Contractor shall maintain adequate insurance cover for professional and public liability throughout the term of the Agreement and for a period of twelve (12) months thereafter. Upon first request, the Contractor shall provide a copy of the policy or an insurance certificate.

26.2 The Contractor shall, at Netbeheer Nederland's first request, provide access to the insurance policies which the Contractor is obliged to take out and maintain under these purchasing conditions.

26.3 If the Contractor is entitled to cover under an insurance in respect of loss for which the Contractor is liable to Netbeheer Nederland, Contractor will make reasonable efforts to actually use that insurance cover.

26.4 The existence of insurance does not limit the Contractor's liability under the Agreement.

26.5 At the request of Netbeheer Netherlands, the Contractor shall provide relevant evidence of coverage and information on the settlement of the claim, to the extent reasonably possible.

Article 27 Vicarious tax liability

27.1 The Contractor is obliged to cooperate with:

a) the provision of guarantees for the collection of payroll taxes (income tax and national insurance contributions) related to the Works; and
b) the indemnification of Netbeheer Nederland.

27.2 The Contractor guarantees the timely fulfilment of all its obligations arising from tax and social security legislation in respect of staff employed by it, or by a third party engaged by it, in the context of the performance of an Agreement relating to supplies, services and goods.

27.3 All invoices issued by the Contractor comply with Section 35a of the Dutch Turnover Tax Act. Each invoice contains a reference to the Agreement. Where required, the Contractor shall submit a record of man-hours with every invoice sent to Netbeheer Nederland in connection with the performance of the Agreement. The personal details include the person's name, date of birth and personal ID number. Furthermore, the Contractor shall confirm that the persons named were employed by it at the time the Works were carried out. The Contractor shall provide a breakdown of the Deliverable (or parts thereof) with each invoice.

27.4 Where required by law, or upon first request by Netbeheer Nederland, the Contractor is obliged to provide a G-account, as referred to in the Collection of State Taxes Act 1990 and the Liability of Users, Subcontractors and Clients Implementing Regulations 2004, for the purpose of paying the income tax and national insurance contributions owed by the Contractor. Netbeheer Nederland will then transfer a percentage of the invoice amount, as agreed in advance with the Contractor, to the G-account.

27.5 As an alternative to paragraph 3, the Contractor shall be permitted to submit a statement from the Dutch Tax Administration showing that adequate security has been provided for the payment of payroll taxes and turnover tax. This option is available exclusively to companies listed on stock exchanges in OECD countries, provided that their relevant business units comply with NEN 4400-1 or NEN 4400-2.

27.6 If the reverse charge mechanism under the Turnover Tax Act applies, the invoice will state that the turnover tax (VAT) is reverse-charged, in which case no VAT will be charged.

27.7 Without prejudice to the provisions of the preceding paragraphs, the Contractor must ensure that all statutory obligations and licensing requirements are met in respect of all workers present at the work site. Netbeheer Nederland reserves the right to exercise control in this respect. The Contractor is obliged to cooperate in this regard.

27.8 The Contractor further undertakes to make monthly bank transfers of the full wages (as agreed with its employees or pseudo-self-employed persons) to the employees or pseudo-self-employed persons it has deployed for the Works, and these wages will be at least equal to the wages payable at any time based on the applicable Collective Labour Agreement and, if no Collective Labour Agreement applies, at least equal to the wages applicable at any time based on the Minimum Wage and Minimum Holiday Allowance Act. In the case of subcontracting, the Contractor further undertakes to agree the same contractual stipulation for the prevention of underpayment with the subcontractor(s) it has engaged. The Contractor shall indemnify Netbeheer Nederland against any (alleged) liability (including imposed (administrative) fines, penalties and (legal) costs) in the situation that the Contractor has not met all or some of its obligations under this article.

Article 28 DBA Act

28.1 Where a Contractor is engaged by Netbeheer Nederland as a self-employed person without employees for the purpose of providing a Deliverable, no relationship of authority or performance of work arises.

28.2 The Contractor shall carry out the agreed work at its own discretion and without supervision or direction from the Client.

28.3 Netbeheer Nederland is solely entitled to issue directions and instructions aimed at achieving the intended outcome of the Deliverable. The manner in which the Deliverable is provided is the responsibility of the Contractor.

28.4 The Contractor is free to determine the working hours and working location, in so far as the nature of the assignment allows this and is coordinated with Netbeheer Nederland.

28.5 The Contractor is entitled to have the work carried out by another party (free substitution), unless Netbeheer Nederland has valid objections. Replacement can never take place without the knowledge of Netbeheer Nederland.

28.6 The Contractor remains responsible at all times for the quality of the work and the fulfilment of the agreed arrangements by the substitute.

28.7 The Parties expressly do not intend to enter into an employment contract within the meaning of Article 7:610 et seq. of the Dutch Civil Code.

28.8 The Contractor shall act as an independent contractor and shall present itself as such.

28.9 The Contractor is solely responsible for the timely payment of taxes and national insurance contributions. The Client shall not deduct any income tax or national insurance contributions.

28.10 The Contractor shall indemnify Netbeheer Nederland against all claims, additional tax assessments and fines imposed by the Dutch Tax Administration or other authorities arising from the view that an employment relationship exists between the Client and the Contractor.

Article 29 Applicable law and disputes

29.1 The Agreement and all agreements ensuing from it are governed exclusively by Dutch law. The effect of the Vienna Sales Convention 1980 is excluded.

29.2 All disputes arising between the Parties under this Agreement or subsequent, related agreements shall be submitted exclusively to the competent court in the district of The Hague.

29.3 Contrary to the provisions of the second paragraph, Netbeheer Nederland reserves the right to stipulate that the dispute be settled by arbitration. In that case, the matter shall be arbitrated in accordance with the Arbitration Regulations of the Netherlands Arbitration Institute.

Article 30 ESG, sustainability and corporate social responsibility

30.1 Throughout the term of the Agreement, the Contractor shall act in accordance with the applicable laws and regulations relating to the environment, working conditions, human rights, integrity and corporate social responsibility.

30.2 The Contractor shall ensure that any subcontractors and suppliers engaged by it also comply with reasonable standards in the areas of human rights, working conditions, integrity and the environment.

30.3 The Contractor guarantees that, in the performance of the Agreement, there will be no:

- child labour
- forced labour
- modern slavery
- human trafficking
- discrimination
- serious breaches of labour rights.

30.4 The Contractor shall endeavour to minimise the environmental impact of the performance of the Agreement by taking appropriate measures in the areas of energy saving, emission reduction, circular use of materials and waste reduction.

30.5 At the request of Netbeheer Nederland, the Contractor shall provide reasonable information regarding its policies and performance in the areas of sustainability, carbon reduction, corporate social responsibility and supply chain responsibility.

30.6 In the event of a serious or persistent breach of this article, Netbeheer Nederland is entitled to demand appropriate remedial measures. If the Contractor fails to carry out these within a reasonable period, Netbeheer Nederland shall be entitled to terminate the Agreement in whole or in part.

Article 31 Sanctions legislation and integrity

31.1 The Contractor guarantees compliance with all national, European and international sanctions laws and regulations relevant to the performance of the Agreement.

31.2 The Contractor guarantees that it, its ultimate beneficial owners (UBOs), directors and the critical subcontractors engaged for the performance of the Agreement do not appear on any applicable sanctions lists of the European Union, the United Nations or other authorities relevant to the Agreement.

31.3 The Contractor shall inform Netbeheer Nederland without delay should circumstances arise which could reasonably lead to a breach of this article.

31.4 To the extent relevant to the Deliverable, the Contractor shall comply with applicable export control legislation and shall obtain the necessary licences and authorisations in good time.

31.5 If the continuation of the Agreement results in, or is likely to result in, a breach of sanctions legislation, Netbeheer Nederland shall be entitled to suspend or terminate the Agreement, in whole or in part, with immediate effect, without being liable to pay any compensation.

Article 32 Artificial intelligence (AI)

32.1 In performing the Agreement, the Contractor may use systems based on artificial intelligence (AI),

provided that this is done in accordance with applicable laws and regulations and the provisions of the Agreement.

32.2 The Contractor is not permitted to use confidential information, personal data or other data belonging to Netbeheer Nederland for the training, improvement or further development of generic AI models, unless Netbeheer Nederland has given its prior written consent.

32.3 At the request of Netbeheer Nederland, the Contractor shall provide information on the extent to which AI systems are used in the performance of the Agreement and on the control measures that have been put in place to ensure quality, security and data protection.

32.4 The Contractor remains fully responsible for all results, advice, analyses, software, documents and other deliverables produced using AI systems. The use of AI does not release the Contractor from its obligations under the Agreement.

32.5 The Contractor guarantees that the use of AI systems does not infringe the intellectual property rights of third parties and indemnifies Netbeheer Nederland against any third-party claims in this regard.

32.6 If the Deliverable makes use of AI systems classified as high-risk under applicable laws and regulations, the Contractor shall, upon request, demonstrate that the relevant legal obligations are being met.

PART II - PURCHASE OF EQUIPMENT

In addition to the 'General Provisions' section of these GPC, the following provisions set out in this section apply to all Equipment purchased or leased by Netbeheer Nederland.

Article 33 Delivery of Equipment

33.1 The Contractor shall deliver the Equipment to the agreed destination in accordance with Incoterms® 2020 Delivery Duty Paid (DPP), unless the Parties have agreed otherwise in writing. In the absence of further specifications by Netbeheer Nederland, the destination shall be: Anna van Buerenplein 43 A, 6e etage, 2595 DA The Hague.

33.2 The Contractor shall deliver the Equipment during working hours at the destination. In the absence of further specifications by Netbeheer Nederland, the Contractor may assume the following working hours: 'on calendar days from 08:00 to 17:00 CET, excluding weekends and public holidays as defined in Section 3(1) of the General Extension of Time Limits Act.'

33.3 If Netbeheer Nederland is unable to take delivery of the Equipment at the agreed time, the Contractor shall carefully store, secure and protect the Equipment from degradation until delivery is possible. In such cases, the Parties shall agree on the reasonable costs involved. If Netbeheer Nederland refuses to accept the Equipment due to a failure on the part of the Contractor, all associated costs shall be borne by the Contractor.

33.4 The Contractor shall pack, label and arrange for the transport of the Equipment in such a way that it reaches the agreed destination on time and in good condition. The Contractor shall follow all reasonable instructions from Netbeheer Nederland in this context. The Contractor shall take away any plastic and cardboard packaging materials free of charge.

33.5 The Contractor shall provide the Equipment with all accompanying user manuals, manufacturer's warranties, product information and other relevant documentation. The Contractor shall ensure that this documentation is provided in Dutch or English wherever possible.

33.6 Partial deliveries are permitted only with the prior written consent of Netbeheer Nederland.

33.7 Early delivery shall only take place with the prior written consent of Netbeheer Nederland and shall not result in any payment obligation being brought forward.

33.8 If the manufacturer of a component of the Equipment specifies a modification to it, the Contractor shall ensure that such modification is carried out as soon as possible, free of charge, either by the Contractor itself or by the manufacturer, in consultation with Netbeheer Nederland.

Section 34 Alternative orders

34.1 The Contractor is not authorised to supply any equipment other than the Equipment ordered without the prior written consent of Netbeheer Nederland. Netbeheer Nederland will not withhold its consent if:

a) The Contractor demonstrates, to the satisfaction of Netbeheer Nederland, that the alternative equipment proposed by it meets the same quality and capacity requirements
b) It does not entail any restrictions on use or potential applications, including for other equipment or software used by Netbeheer Nederland; and/or
c) Does not lead to higher operating and/or Maintenance costs.

34.2 If the relevant alternative equipment proposed by the Contractor has a lower, generally applicable sale or rental price, the purchase or rental price shall be reduced accordingly, without prejudice to Netbeheer Nederland's right to any agreed discounts.

Article 35 Installation and acceptance

35.1 The Contractor shall install the Equipment, unless Netbeheer Nederland has expressly stated that it will carry out the installation itself or have it carried out by a third party.

35.2 If Netbeheer Nederland carries out the installation itself or has it carried out by a third party, the Contractor shall provide all Documentation, instructions and technical information necessary for installation, configuration, commissioning and management in good time.

35.3 Prior to handover, the Contractor shall carry out all internal checks, tests and verifications reasonably necessary to establish that the Equipment complies with the Agreement.

35.4 At the request of Netbeheer Nederland, the Contractor shall demonstrate that the checks and tests referred to in the previous paragraph have been carried out.

35.5 Article 12 applies mutatis mutandis to the acceptance of the Equipment.

PART III - MAINTENANCE

The following provisions set out in this section apply in addition to the 'General Provisions' section of these GPC, in so far as the Parties have agreed that the Contractor shall provide Maintenance and training-related services.

Article 36 Obligations of the Contractor

36.1 The Contractor shall carry out the agreed Maintenance in accordance with the Agreement, the Documentation and Industry Standards.

36.2 The Contractor shall ensure that Maintenance does not result in any reduction to the functionality, performance, availability, compatibility or security of the Software or Equipment.

36.3 Unless expressly agreed otherwise, Maintenance shall include at least:

a) Corrective Maintenance
b) Preventive Maintenance
c) Adaptive Maintenance
d) Perfective Maintenance
e) Support.

36.4 Maintenance costs that are not specified separately in the quotation shall be deemed to be included in the agreed price.

36.5 Unless this has already been agreed at the start of the Agreement, the Contractor hereby declares its willingness, at the request of Netbeheer Nederland, to provide training for employees of Netbeheer Nederland and third parties designated by Netbeheer Nederland for the use of the Software and/or Equipment. The Contractor shall specify any costs associated with this in its offer.

36.6 The Contractor shall ensure that Netbeheer Nederland is able to report Defects to the Contractor at all times. The Contractor will respond to such reports and rectify Defects in accordance with their priority.

36.7 To the extent that it subsequently transpires that a Defect or other disruption to the Software or Equipment reported by Netbeheer Nederland is not attributable to the Contractor, the Contractor shall be entitled to charge Netbeheer Nederland for the costs of such rectification on the basis of a fee in line with market rates. Any defects found during the warranty period shall be deemed to be attributable to the Contractor.

36.8 In its offer, the Contractor shall specify which parts of the Software and/or Equipment are covered by its maintenance obligations and which are not. Unless expressly stated otherwise, the Maintenance to be provided covers all Standard Software, Third-Party Software and Equipment.

Article 37 Reporting and recording

37.1 The Contractor shall maintain an up-to-date and verifiable record of:

a) Notifications
b) Incidents
c) Defects
d) Maintenance work
e) remedial actions.

37.2 At the request of Netbeheer Nederland, the Contractor shall allow access to the records referred to in paragraph 1.

Article 38 Time of Maintenance

38.1 The Parties shall agree on the time of Maintenance by mutual consent.

38.2 Unless otherwise agreed, the following shall apply:

a) The Contractor shall endeavour to minimise the impact of Maintenance on Netbeheer Nederland's business operations
b) Scheduled Maintenance on Software and Equipment in production environments is carried out outside normal working hours wherever possible
c) Scheduled Maintenance is announced in writing at least fourteen (14) calendar days in advance
d) This notice period shall not apply where immediate action is necessary to prevent security incidents, loss or serious disruption; and
e) The Contractor shall be available to provide Support on calendar days from 08:00 to 17:00 CET, with the exception of weekends and public holidays as defined in Section 3(1) of the General Extension of Time Limits Act.

Article 39 Service Level Agreement

39.1 The Contractor shall specify the service levels applicable to the Equipment in its offer. These service levels will be achieved by the Contractor.

39.2 To the extent that this was not already part of the Agreement at the time of its commencement, the Contractor hereby agrees to enter into a Service Level Agreement at the request of Netbeheer Nederland.

39.3 Unless expressly agreed otherwise, any service credits or discounts offered by the Contractor following a breach of the service levels shall not affect Netbeheer Nederland's other legal remedies, including the right to claim specific performance and/or compensation.

Article 40 Maintenance by third parties

40.1 If the Contractor fails to comply with its Maintenance obligations, does not comply in full or in a timely manner, Netbeheer Nederland shall, without prejudice to its further rights, be entitled to have the Maintenance or any part thereof performed either by itself or by a third party at the Contractor's expense following prior written notice. The Contractor is obliged to cooperate in this regard. In that case, the Contractor is also obliged to provide the necessary information upon first request.

Article 41 Change management and information security

41.1 For the purpose of carrying out Maintenance, the Contractor shall apply, and shall have in place, a change management process that focuses on preventing security incidents, malfunctions and disruptions while Maintenance is being carried out. The Contractor shall ensure that all changes are recorded.

41.2 Before implementing any change to Equipment that may have an adverse impact on Netbeheer Nederland, the Contractor shall assess the impact of the change by carrying out an impact analysis and submit the results thereof to Netbeheer Nederland for approval. This impact analysis specifically takes into account the impact on information security. Where necessary, the Contractor shall implement additional measures to minimise any potential negative impact on information security.

PART IV – GENERAL TERMS AND CONDITIONS FOR WORKS

The following provisions set out in this section apply in addition to the 'General Provisions' section of these GPC, in so far as the Parties have agreed that the Contractor shall carry out work.

Article 42 Performance of the Works

42.1 The Contractor shall carry out the Works with due care, in accordance with the Agreement, Industry Standards and applicable laws and regulations.

42.2 The Contractor shall employ only suitably qualified and competent personnel to carry out the Works.

42.3 The Contractor shall ensure adequate supervision, management and coordination of the personnel it deploys.

42.4 If the Works are to be carried out primarily at a location designated by Netbeheer Nederland, the Contractor shall, at Netbeheer Nederland's request, provide a written statement containing the personal details relevant to the performance of the Works of the persons who are or will be carrying out the Works.

42.5 Upon request, the Contractor will make use of a timesheet or other means of verification to be chosen by Netbeheer Nederland to determine the hours worked by the persons referred to in paragraph 4.

42.6 Work on site at Netbeheer Nederland shall be carried out during the usual office hours there, unless the Parties agree otherwise in writing.

42.7 Netbeheer Nederland may deny the persons referred to in this article access to its grounds and/or buildings or the work site, or require the Contractor to

remove them immediately from those grounds or buildings if they:

a) are clearly not fit for the task in the opinion of Netbeheer Nederland
b) misbehave in such a way that, in the opinion of Netbeheer Nederland, their presence is undesirable; or
c) otherwise evidently act in breach of an obligation under the Agreement.

42.8 The Contractor shall provide a replacement at Netbeheer Nederland's first request.

Article 43 Fees

43.1 The fees agreed for the Works include all costs to be incurred by the Contractor for the proper performance of the Works, including travel and accommodation expenses, insurance costs, the costs of the relevant resources and the taxes and national insurance contributions, except turnover tax, payable by the Contractor for the performance of the Works.

Article 44 Nuisance

44.1 The Contractor shall consult with Netbeheer Nederland in advance regarding the performance of any work that could reasonably be expected to cause disruption to Netbeheer Nederland or third parties.

Article 45 Interruption of the Works

45.1 If required by operational circumstances, the Contractor shall, at the request of Netbeheer Nederland, interrupt its activities or have them interrupted. The financial implications will be discussed.

Article 46 Equipment and tools

46.1 The Contractor shall itself provide all the resources required for the performance of the Works in accordance with Article 17, including personal protective equipment and gear, tools, scaffolding and the like; these must be of sound quality.

46.2 Should the Contractor, with the consent of Netbeheer Nederland, make use of Netbeheer Nederland's resources, as referred to in Article 17, such use shall be at the Contractor's own risk and the Contractor shall be liable for any loss that may arise from such use. On completion of the work, the Contractor shall return all the resources to Netbeheer Nederland in the condition in which they received them. The Contractor shall report any visible defects immediately.

Article 47 Energy and water

47.1 If the Contractor requires energy and/or water for the Works, Netbeheer Nederland will make this available free of charge if a connection is available on site.

Article 48 Use of grounds and buildings

48.1 Items will only be stored by or on behalf of the Contractor on the grounds or in the buildings of Netbeheer Nederland with the written consent of Netbeheer Nederland, which must also designate a storage place. The same applies to installing construction huts, sanitary facilities, etc. All necessary facilities and the costs for their use are at the expense of the Contractor.

Article 49 Occupation method

49.1 Where possible, the Contractor will deploy the same people for the Works as previously deployed for Works at Netbeheer Nederland, especially for similar activities.

Article 50 Liability for persons to be employed

50.1 In carrying out the Works, the Contractor shall:

a) employ only persons who hold a valid residence and work permit and who are able to provide proof of identity at all times; and
b) comply with the legal obligations under the Working Conditions and Working Hours Act and the resulting decisions.

50.2 The Contractor shall be liable – and shall indemnify Netbeheer Nederland and its personnel – for any losses, including imposed (administrative) fines, penalties and (legal) costs

a) caused by the Contractor and/or persons employed by it and/or any third parties engaged by it in the performance of the Works
b) arising because the Contractor has failed to fulfil, or has not fully fulfilled, its obligations under this article
c) as a result of illness, injury and/or death of the persons employed by the Contractor and/or by third parties engaged by the Contractor; and
d) in respect of damage to and/or loss of the Contractor's property and/or that of the

persons employed by it and/or any third parties engaged by it.

50.3 The Contractor will take out adequate insurance against its liability and risks as described in the previous paragraphs.

PART V - TERMS AND CONDITIONS FOR EXTERNAL SYSTEM SUPPLIERS

The following provisions set out in this section apply in addition to the 'General Provisions' section of these GPC, in so far as the Parties have agreed on the supply of external systems.

Article 51 General obligations regarding Information Systems

51.1 The Contractor shall set up, supply and manage the Information System in such a way as to ensure compliance with the agreed security requirements, Netbeheer Nederland's Authorisation Policy, applicable laws and regulations, and Industry Standards.

51.2 The Contractor is responsible for ensuring compliance with the security, access and authorisation rules applicable to the Information System.

51.3 Further arrangements regarding availability, support, security, recovery periods and reporting are set out in the Agreement or a Service Level Agreement.

Article 52 Procurement of Information Systems

52.1 The Contractor shall proactively and in advance assess the impact of proposed changes to the products or services supplied on information security, privacy, business continuity, availability and functionality. The Contractor shall inform Netbeheer Nederland in good time of any changes that may give rise to altered security risks. In doing so, the Contractor shall, as a minimum, assess the extent to which proposed changes comply with the agreed security requirements and shall inform Netbeheer Nederland of any changes to security risks.

52.2 In every tender for the procurement of software by Netbeheer Nederland, the Contractor shall include a security clause.

52.3 Any Information System supplied by the Contractor to Netbeheer Nederland shall be configured in accordance with the authorisation policy established by Netbeheer Nederland or to be established in consultation with Netbeheer Nederland.

Article 53 Management of Information Systems

53.1 The Contractor responsible for an Information System supplied to Netbeheer Nederland shall inform Netbeheer Nederland without delay of any security incidents within the services provided, in which case the Contractor shall immediately take all necessary action to minimise risks to Netbeheer Nederland and limit the damage.

53.2 The Contractor shall have a documented incident management process in place for:

a) Identifying, recording and reporting security incidents without delay
b) Managing and monitoring outstanding incidents
c) Adopting mitigating and remedial measures; and
d) Structurally improving the level of information security based on incidents.

53.3 The Contractor supplying an Information System to Netbeheer Nederland shall, within its infrastructure, restrict logical access to Netbeheer Nederland's confidential business information – including personal data, specifications, drawings and diagrams – to those employees who, by virtue of the agreed work, require access to such information.

53.4 Where an employee of the Contractor no longer requires access to Netbeheer Nederland's business information, that employee's access authorisations shall be immediately removed from the Contractor's systems. The Contractor shall periodically check and update access authorisations.

53.5 The Contractor responsible for an Information System supplied to Netbeheer Nederland must adequately secure its network against unauthorised access from the internet or other untrusted networks. The Contractor must log and monitor security-related events and activities, as well as relevant user activities within the service provided, whereby recorded user activities can be attributed to a unique user identifier.

53.6 The Contractor shall retain the login details for a period of six months. At the request of Netbeheer Nederland, log information is shared with Netbeheer Nederland in an agreed manner or made available for audits and/or forensic investigations.

53.7 The Contractor supplying an Information System to Netbeheer Nederland guarantees that Netbeheer Nederland shall retain ownership of all information the Contractor processes, edits and/or stores, and guarantees that, upon termination of the provision of services to Netbeheer Nederland, all of Netbeheer

Nederland's Data will be completely removed from the Contractor's systems.

53.8 The Contractor supplying an Information System to Netbeheer Nederland shall equip all laptops, workstations and servers used within its infrastructure with anti-malware tools, which shall be updated with the latest malware definitions at least once a day.

53.9 The Contractor responsible for an Information System supplied to Netbeheer Nederland shall have an adequate and appropriate policy in place regarding the backup, restoring and recovery of the software and Data required for the provision of the service, and shall ensure adequate physical protection of and access control for the software and Data contained in the backups.

53.10 The Contractor supplying an Information System to Netbeheer Nederland must have business continuity and disaster recovery plans in place to ensure that services can be restored in a timely manner in the event of major disruptions and that the agreed service levels are maintained. The Contractor shall install software updates for the operating system and applications on all laptops, workstations and servers within its infrastructure in a timely manner in order to eliminate security vulnerabilities that could be exploited by malware or to facilitate unauthorised access as quickly as possible.

53.11 The Contractor for an Information System supplied to Netbeheer Nederland shall set up a secure development environment in which the build, test and acceptance environments are kept separate from one another and access to source code is restricted to staff involved in the product's development.

53.12 The Contractor supplying an Information System to Netbeheer Nederland shall agree with Netbeheer Nederland on security requirements with which the products and services to be supplied must demonstrably comply. In addition, the Contractor shall test the system prior to the handover to ensure that the security requirements have been met and shall provide Netbeheer Nederland with a test report to this effect. The Contractor shall rectify all defects identified during the tests prior to the handover. If any defects are found, the Contractor shall not proceed with the handover. This does not affect its obligation to deliver to Netbeheer Nederland on time.

53.13 The Contractor shall ensure that software for web applications, which is used for the processing of Netbeheer Nederland's information, is used under the Contractor's responsibility, is designed, developed, tested and configured in accordance with current standards for secure web applications, including OWASP and the NCSC guideline 'IT Security Guideline for Web Applications'.

Article 54 Penetration tests

54.1 Penetration tests on the Contractor's production environments shall only take place following prior written agreement on the scope, methodology, schedule and security measures.

54.2 Netbeheer Nederland is entitled, by mutual agreement, to have (pen) tests carried out on the Contractor's systems with the aim of determining the level of security of the products and services supplied by the Contractor. The Contractor shall cooperate fully with these tests and ensure that the necessary prerequisites are in place to carry out such (pen) tests in a safe and controlled manner. Netbeheer Nederland shall indemnify the Contractor against any third-party claims (including from the Contractor's other clients) arising from disruptions directly caused by the penetration test. Netbeheer Nederland shall compensate the Contractor for any direct loss demonstrated by the Contractor to have resulted from the penetration test, unless the loss is the result of gross negligence or wilful misconduct on the part of the Contractor, or if the penetration test reveals serious security vulnerabilities which the Contractor should already have rectified under the terms of the agreement.

54.3 The Contractor shall be provided with full details of the test results and shall rectify any issues identified in consultation with Netbeheer Nederland.

54.4 The Parties shall agree in advance on the scope, schedule and conditions of the test, unless the nature of the test precludes this.

Article 55 Third party memorandum

55.1 The Contractor supplying an Information System to Netbeheer Nederland shall provide an annual third-party memorandum (for example: ISO 27001, ISAE 3402, SSAE 16 or SOC 2) or an equivalent statement (not more than one year old), directly relating to the services provided to Netbeheer Nederland and issued by a relevant authorised body.

55.2 Netbeheer Nederland has contracted a party that will implement patches and updates from software suppliers on a scheduled basis every Thursday evening after work. This also applies on public holidays. If a system is not running, the updates will be performed after the next boot-up. These update rounds will also run on public holidays. The Contractor shall provide

support in this regard and supply updates and patches where necessary. If the Information System qualifies as a Cloud Service, the certification and security requirements set out in Part VII Cloud shall also apply.

55.3 A Contractor shall, upon request, cooperate with this party contracted by Netbeheer Nederland in relation to Netbeheer Nederland's core systems and network systems (such as Microsoft 365). This party, which has already been contracted, is responsible for ensuring adequate password security, timely security patches, antivirus software and a properly configured software firewall as minimum requirements for the management of Netbeheer Nederland's systems.

55.4 The Contractor supplying an Information System to Netbeheer Nederland, whether procured directly or separately from third parties (such as HR2Day, AS Works, Basecone, STB, KPN) is responsible for ensuring adequate password protection, encryption of data storage media, timely installation of security patches, antivirus software and a properly configured software firewall as minimum requirements for the management of these systems.

Article 56 Phase-out and retransition

56.1 The Contractor shall, in consultation with Netbeheer Nederland, phase out any software that is no longer supported, unless this is not possible and appropriate measures have been taken to adequately mitigate the security risks. Netbeheer Nederland has contracted a firm to carry out half-yearly checks on the expiry dates of current software, in collaboration with the Contractor where necessary.

56.2 The Contractor responsible for an Information System supplied to Netbeheer Nederland shall, in the event of this phase-out, notify the party contracted by Netbeheer Nederland. The Contractor and the party contracted by Netbeheer Nederland shall, in this regard, pay attention to the conversion, archiving and destruction of Data. The Contractor will make financial and other agreements on this matter in consultation with Netbeheer Nederland.

56.3 Unless otherwise agreed in the Agreement, the Contractor shall draw up a detailed retransition plan within eight weeks of the start of the Agreement and make it available to Netbeheer Nederland. In this document, the Contractor must describe all necessary actions to be taken by the Contractor and Netbeheer Nederland (and, where applicable, by third parties engaged by either Party) for the transfer of all or parts of the Deliverable or a similar deliverable (including the Data) to Netbeheer Nederland or a successor supplier. Unless otherwise agreed in writing between the Parties, the costs of drawing up the retransition plan shall be deemed to be included in the fee for the Deliverable.

56.4 The retransition plan referred to in the previous paragraph shall at a minimum include a specification by the Contractor of the following obligations:

a) Within two weeks of receiving a written request to that effect from Netbeheer Nederland, the Contractor shall make a copy of all Data available to Netbeheer Nederland in a reasonably suitable structured file format, ensuring that, among other things and where applicable, the field names, field values and relationships between them are preserved (for example, XML, CSV or JSON), together with a file description thereof
b) Upon written request and at the discretion of Netbeheer Nederland, the Contractor shall delete or return all Data. In the absence of an explicit decision by Netbeheer Nederland, the Contractor may simply delete the Data
c) The Contractor shall return all movable property received from Netbeheer Nederland to Netbeheer Nederland
d) The Contractor shall provide all reasonable assistance to ensure the smooth and efficient handover of the Deliverable
e) Upon written request from Netbeheer Nederland, the Contractor shall, even after termination of the Agreement, continue to provide all or parts of the Deliverable for a period of at least twelve months, and for longer at the request of Netbeheer Nederland, on the same terms and conditions as set out in the Agreement, so that there is no loss of continuity in the provision of the Deliverable in question during any retransition period
f) Upon written request from Netbeheer Nederland, the Contractor shall make experienced staff available to provide any necessary aftercare and guidance during the retransition; and
g) The Contractor shall provide a blueprint of the most up-to-date system configuration and documentation of the architecture.

56.5 Unless otherwise agreed in the Agreement, any cooperation on the part of the Contractor that is required or desirable for retransition shall be at the expense of Netbeheer Nederland. The Contractor shall describe all applicable roles, hourly rates and estimates hours in advance in the retransition plan. The foregoing shall not apply to the extent that the Agreement is terminated by Netbeheer Nederland as a result of a breach of contract or unlawful act on the part of the

Contractor, in which case the Contractor shall bear the costs.

56.6 During the term of the Agreement, the Contractor shall review the retransition plan periodically, at least twice every twelve months, and update it where necessary. The contents of the retransition plan and any amendments thereto must be discussed by the Contractor as a fixed item on the agenda at every meeting between the Parties concerning information security.

PART VI - DEVELOPMENT OF CUSTOMISED SOFTWARE

The following provisions set out in this section apply to all Customised Software, in addition to the 'General Provisions' section of these GPC.

Article 57 Software development

57.1 The Parties shall specify in writing in the Agreement which Customised Software the Contractor is to develop and the manner in which this is to be carried out.

57.2 With each new version or release of the Customised Software, the Contractor shall specify what has changed and what the implications are for the use of the Deliverable, as well as provide an explanation of any settings that have been altered.

57.3 The Contractor shall ensure the development of secure software which, as a minimum, complies with the Government Information Security Baseline (BIO) and the NCSC IT Security Guidelines for Web Applications, or the logical successors to the aforementioned standards.

Article 58 Delivery and implementation of Customised Software

58.1 The Contractor shall deliver the Customised Software to be developed in accordance with the specifications agreed in writing, against a certificate of delivery, and shall – where applicable – implement it on the agreed IT infrastructure, unless Netbeheer Nederland expressly states that it will do so itself. If Netbeheer Nederland has expressly stated that it will carry out the implementation itself, the Contractor shall make the necessary manuals and technical documentation available to Netbeheer Nederland in good time, in the format required by Netbeheer Nederland.

58.2 As part of the implementation, the Contractor shall carry out an internal operational test for each phase, the purpose of which is to enable the Contractor to verify for itself that the Customised Software functions correctly, both independently and in conjunction with other Software and the IT Infrastructure.

58.3 For each delivery of Customised Software, the Contractor shall request acceptance from Netbeheer Nederland. Acceptance is always required before invoices relating to Customised Software become due for payment.

Article 59 Cooperation in the maintenance of Customised Software by third parties

59.1 If Netbeheer Nederland maintains the Customised Software itself or has it maintained by a third party, the Contractor shall assist it in this regard, upon request, in return for a fee in line with market rates. To this end, the Contractor shall, upon request, provide the necessary (additional) information to Netbeheer Nederland or to a third party engaged by it for this purpose. The above also applies to management activities relating to Customised Software carried out by Netbeheer Nederland itself or by a third party on its behalf.

59.2 If Netbeheer Nederland has also agreed with the Contractor on an obligation to maintain the Customised Software, the provisions set out in that Agreement in this regard shall apply.

Article 60 Source code

60.1 If Customised Software is developed that is business-critical for Netbeheer Nederland, the Parties shall agree on an appropriate escrow arrangement. Source code shall only be transferred directly to Netbeheer Nederland if this has been expressly agreed in writing.

60.2 At the time when the source code is made available, ownership of the data carrier or carriers on which the source code was recorded is transferred in full to Netbeheer Nederland. Should the source code made available to Netbeheer Nederland, or the data carrier on which the source code is stored, be damaged or lost for any reason whatsoever, the Contractor shall immediately provide a new version of the source code.

60.3 At any time it deems fit, Netbeheer Nederland is entitled to instruct a third party to examine the versions of the Customised Software's source code made available to it. This third party is authorised to investigate whether the source code can consistently be used to generate a correct machine version, as used

by Netbeheer Nederland, and whether the source code is complete and suitable for the Contractor's third party to carry out ongoing and efficient Maintenance and/or modifications to the Customised Software, and whether the source code is free from viruses or other foreign elements. The Contractor declares that it consents to this investigation and will provide the necessary assistance. The costs of the investigation will be borne by Netbeheer Nederland. If, however, this investigation reveals that the source code is not suitable for generating the correct machine version of the Customised Software as used by Netbeheer Nederland, or if it transpires that the source code is incomplete or unsuitable for the continuous and efficient performance of Maintenance and/or modifications to the Customised Software by a party other than the Contractor, and/or that the source code is not free from viruses or other foreign elements, the costs of that investigation shall be borne by the Contractor, in so far as Netbeheer Nederland has informed the Contractor of the costs involved in this investigation. In this case, the Contractor shall also immediately arrange for replacement and/or supplementation of the unusable parts or components of the source code.

60.4 Upon first request by Netbeheer Nederland, or no later than within 90 days of signing the Agreement, the Contractor shall deposit the source code of the Software (including technical documentation, compilers and compilation instructions) with a specialised and independent escrow agent.

60.5 The Contractor guarantees that the source code and compilers deposited with the escrow agent will remain up to date and that any new version, update or release of the Software will be deposited without delay.

60.6 The costs of drawing up the escrow agreement and the annual management fee shall be borne by Netbeheer Nederland.

60.7 The escrow agreement shall stipulate that the source code and compilers are to be handed over to Netbeheer Nederland in the event that:

a) The Contractor is put into liquidation or is granted a suspension of payment
b) The Contractor ceases its business activities
c) The Contractor structurally fails in its maintenance and repair obligations.

PART VII - CLOUD

The following provisions set out in this section apply to Cloud-related Deliverables, in addition to the 'General Provisions' section of these GPC.

Article 61 Data ownership

61.1 All data entered by Netbeheer Nederland and the results generated from it by the Contractor's Cloud Service ('Data') shall remain the exclusive intellectual property of Netbeheer Nederland. The Contractor has only a limited right of use, to the extent necessary for the performance of the Agreement.

61.2 Upon termination of the Agreement, for whatever reason, the Contractor shall, at Netbeheer Nederland's first request, be obliged to:

a) Make all Data available to Netbeheer Nederland without delay in a structured, standard and machine-readable format (such as .CSV, .JSON or .SQL), without any additional licence fees being payable.
b) Actively cooperate with and support the migration of the Data to a successor service provider or to Netbeheer Nederland's own systems at the rates set out in the Agreement (or in line with market rates).

61.3 The Contractor is expressly prohibited from blocking access to Netbeheer Nederland's Data or suspending the provision thereof (right of retention), even in the event of a payment dispute or liquidation of either Party.

61.4 Only after Netbeheer Nederland has confirmed in writing that it has received the Data in good order shall the Contractor permanently and securely destroy the copies of the Data in its possession, unless a statutory retention obligation prevents this.

61.5 The Contractor guarantees that, throughout the term of the Agreement, the Cloud Service will maintain an appropriate level of security in line with the state of the art. This includes at least ISO 27001 or NEN 7510 certification. The Contractor shall not unilaterally reduce the level of security.

61.6 Netbeheer Nederland is entitled to carry out periodic checks (e.g. once a year), whether or not through an independent expert, to verify that the Contractor complies with the agreements made regarding security and privacy. The Contractor shall provide all reasonable assistance and provide access to relevant log files and reports.

61.7 If the Cloud Service is hosted by a third party (such as Microsoft Azure, AWS or Google Cloud), the Contractor is obliged, at the Client's request, to provide up-to-date audit reports (such as SOC 2 Type II or ISAE 3402) from these parties.

61.8 The Contractor shall inform Netbeheer Nederland without delay (within 24 hours at the latest) after discovering a (suspected) security incident or data breach, regardless of whether the cause lies with the Contractor or its subcontractors.

61.9 The Contractor shall comply with the specified Service Level Agreement and the uptime agreed between the Parties. The Contractor shall announce planned maintenance in a timely manner and only perform it outside of business hours.

61.10 As far as the Deliverable is a Cloud Service, the Contractor shall have appropriate and current certifications during the term of the Agreement, including at least ISO 27001 and, where relevant to the nature of the Cloud Service, ISO 27017, ISO 9001 and NEN 7510, or equivalent certifications.

61.11 A Contractor providing cloud services to Netbeheer Nederland must hold relevant and up-to-date Certificates of Good Conduct (VOG) for its employees and must be able to produce these at Netbeheer Nederland's request.