



General Terms and Conditions

*These general terms and conditions have been filed
with the Chamber of Commerce in Apeldoorn*

CFP Green Buildings

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General Terms and Conditions
CFP Group B.V. and all its affiliated
companies, which currently consist of
CFP International B.V., CFP Green
Buildings B.V., CFP Services B.V. and CFP
Online Nederland B.V.

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February 24, 2026

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Chapter 1: General Provisions

1. Definitions

Modification: any change to the standard functionality, calculation logic, user interface, infrastructure, or architecture of a CFP SaaS Product that goes beyond what is explicitly included in the Agreement. This includes, but is not limited to, changes to recommendation logic, user interface flows or visuals, data models, integrations, infrastructure, or customer-specific features.

Acceptance Criteria: the applicable business, technical, quality, and performance requirements and specifications for a Deliverable as specified in the Agreement.

Acceptance test: testing a Deliverable against the Acceptance Criteria as specified in the Agreement.

Customer: CFP's counterparty that instructs it to perform Work.

General Improvement: a Change Request that CFP determines to be technically feasible, aligned with the product roadmap, and beneficial to the broader user base. CFP may, without being obligated to do so, decide to implement the Change Request at no additional cost to the Customer.

CFP: CFP Group B.V., located at J.C.

Wilslaan in Apeldoorn, and all its affiliated companies.

Designated Contacts: the person who maintains contact with the other party regarding the performance of the Agreement.

Go-Live Date: the date on which a CFP SaaS Product is made available for operational use in the live production environment, after completion of the implementation phase and completion of the Deliverables as defined in the Agreement.

Deliverable: any item to be delivered by CFP in the provision of services, including the Software, as specified in the Agreement.

User Interface: the standard graphical layout through which users interact with a CFP SaaS Product, including screen flows, buttons, labels, and navigation.

CFP SaaS Product: the Software-as-a-Service (SaaS) solution developed and maintained by CFP. A CFP SaaS Product is centrally hosted, standardized for customers, and continuously improved by CFP.

Implementation Phase: the period between the Commencement Date and the Go-Live Date during which a CFP

SaaS Product is configured, modified if applicable, and tested for use by the Customer, as further described in the implementation plan (if applicable) and the Agreement.

Commencement Date: the date on which the Implementation Phase commences, as defined in the Agreement.

Local market adaptation: the alignment of the assumptions and calculation models of a CFP SaaS Product with variables at the national level. Unless otherwise agreed, this includes: energy prices, carbon intensity of the electricity grid, investment costs for energy improvements, and energy savings calculations based on climate-specific parameters.

Additional work: extra work that goes beyond what was originally agreed in the Agreement.

Quotation: the more or less specified Work and the (possible) budget for the costs associated with that Work.

Assignment: the Customer's request to CFP to perform Work in return for payment.

Agreement: the agreement concluded between CFP and the Customer through acceptance of the Assignment, commencement of the Work or signing of

a written agreement, including all appendices, schedules and reference documents, as amended or supplemented in Writing from time to time.

Software: Software and/or hardware and/or websites supplied by CFP.

In writing: by letter or by email to the email address provided by CFP to the Customer.

Service Level: the agreed level of service with regard to availability and functionality, as set out in the Agreement.

Software-as-a-Service (SaaS): CFP making Software available to the Customer remotely via the internet or another data network, without providing the Customer with a physical carrier containing the relevant Software.

Statement of Work: document signed by both parties and to which these General Terms and Conditions apply.

Work: everything that CFP does and/or undertakes or has done and/or has undertaken on behalf of the Customer within the framework of the Order(s) placed by the Customer.

Change Request: formal request initiated by the Customer to change or expand a functionality, design, content, or technical configuration of a CFP SaaS Product

beyond what is specified in the Agreement. CFP determines the extent to which the Change Request constitutes a General Improvement or an Adjustment. Change Request Procedure: internal process followed by CFP to assess, define, prioritize, and respond to a Change Request submitted by the Customer.

2. Designated contact

- 2.1 Each Party shall appoint a Designated Contact. The Parties shall notify each other in Writing of their appointed Designated Contact.
- 2.2 Designated Contacts may represent and bind their respective Party solely in connection with the performance of the Agreement. They shall have no authority to amend the Agreement.

3. Applicability of General Terms and Conditions

- 3.1 These General Terms and Conditions apply to all Quotations, offers, services and Assignments accepted by CFP and to all Work performed by CFP. These General Terms and Conditions also apply

to the Agreements concluded between the parties and any further agreements or legal acts arising therefrom.

- 3.2 No variation of these General Terms and conditions shall be effective unless made in Writing and signed by authorised representatives of both parties.
- 3.3 CFP may amend these Terms upon 30 days' prior written notice to the Customer. Continued use of the Services after such notice constitutes acceptance.
- 3.4 These Terms prevail over any conflicting terms in the Customer's purchase orders or standard documentation. No contract is formed on the Customer's terms.
- 3.5 If any provision of these general terms and conditions is held invalid, unenforceable, void or voidable, the other provisions of these general terms and conditions will remain in full force and effect. In that case, CFP and the Customer will consult with each other with the aim of agreeing on new provisions to replace the void or voidable provisions, taking into account as

much as possible the purpose and meaning of the void provision.

- 3.6 In the event of a conflict between provisions in the various applicable documents, the following order of precedence shall apply, from highest to lowest:
- a. Agreement including these General Terms and Conditions;
 - b. Statement of Work (if applicable);
 - c. Implementation Plan (if applicable);
 - d. Service Level Agreement (if applicable);
 - e. Other documents and agreements.
- 3.7 If there is a discrepancy between the Dutch and English versions of the General terms and conditions, the Dutch version shall prevail.

4. Offers and Quotations

- 4.1. All offers, quotations, and prices provided by CFP are non-binding and revocable at CFP's discretion, unless otherwise indicated in writing by CFP.
- 4.2. CFP may revoke any offer at any time prior to acceptance without any liability for damages. No

contract shall be formed until CFP issues written confirmation or commences performance.

- 4.3 CFP bases its offer on information provided by the Customer. If the information provided by the Customer is incorrect or incomplete, this and the (possible) consequences shall be at the expense and risk of the Customer.
- 4.4 A Quotation is valid for three (3) months after it has been sent, unless otherwise stated therein. If the Customer accepts the offer after the expiry of the aforementioned period, CFP is not obliged to accept this acceptance by the Customer. If CFP nevertheless proceeds with acceptance, the Agreement will still be concluded.

5. Agreement

- 5.1 This Agreement is formed and legally binding when the Customer places an order and CFP either: (a) issues written acceptance; or (b) commences performance. CFP's written

confirmation creates a binding contract on its stated terms.

- 5.2. The Customer may not assign, novate, subcontract or otherwise transfer any of its rights or obligations under this Agreement without CFP's prior written consent. Any purported assignment in breach of this clause shall be null and void.

6. Amendments and additional work

- 6.1 Amendments and additions to any provision in an Agreement can only be agreed in writing.
- 6.2 If, at the request or with the prior consent of the Customer, CFP has performed work or other services that fall outside the scope or content of the Agreement concluded between the parties, these activities or services will be reimbursed by the Customer in accordance with the agreed rates and, in the absence thereof, in accordance with CFP's usual rates.
- 6.3 Any amendments to the Agreement shall take effect on and from the date of Written acceptance of the relevant Assignment by CFP. However, CFP

shall never be obliged to comply with such an Assignment.

- 6.4 The Customer accepts that the work or services referred to in this article may affect the agreed or expected time of completion of the service and the mutual responsibilities of the Customer and CFP. CFP is not liable for any damage resulting from exceeding the originally agreed delivery period between the parties.
- 6.5 The occurrence of Additional Work during performance of the Agreement shall not entitle the Customer to terminate or rescind the Agreement.
- 6.6 As far as the services have been agreed at a fixed price, CFP will, upon request, inform the Customer in writing of the financial consequences of the additional work or services referred to in this article. Any additional costs resulting from Additional Work will be borne by the Customer.
- 6.7 If the Customer cancels or withdraws from any order for any reason before completion or expiry of the agreed term, the

Customer shall immediately pay:
(a) all costs and time already incurred by CFP; (b) all cancellation charges payable by CFP to third parties; without prejudice to any other rights or remedies available to CFP at law.

Agreement will automatically renew for successive periods of equal length upon expiry of the Initial Term, unless the Customer provides written notice of non-renewal at least three (3) months prior to the end of the then-current term.

7. Term of the agreement

- 7.1 Unless expressly agreed otherwise in Writing, or unless this arises from the nature of the Assignment or Agreement, the Assignment from the Customer to CFP shall be valid for an indefinite period, on the understanding that both parties may terminate the Agreement by registered letter with three (3) months' notice from the moment the Agreement has lasted six (6) months.
- 7.2 If and as far as the parties have entered into an agreement that by its nature is valid for a fixed period without that period being specified, this Agreement shall be deemed to have been entered into for a period of one (1) year.
- 7.3 Unless expressly agreed otherwise in Writing or the nature of the Agreement dictates otherwise, the

8. Prices, invoicing, and payment

- 8.1 The Customer must pay the agreed invoiced amount to CFP within fourteen (14) days, without the Customer being entitled to any discount not expressly agreed upon, to apply any set-off, or to invoke suspension of any payment.
- 8.2 CFP is entitled to pass on to the Customer any price changes that have occurred after the Quotation or offer was sent.
- 8.3 Objections to invoices sent by CFP must be submitted in writing, stating the nature and grounds of the complaint in detail. Complaints will only be considered by CFP if they reach CFP within five (5) working days of the invoice date.

- 8.4 If the Customer has not paid the agreed invoiced amount in full after the payment term has expired, the Customer will be in default without any summons or notice of default being required.
- 8.5 If the Customer fails to pay the amounts due within the agreed term, it shall owe, without any notice of default being required, the statutory commercial interest as referred to in Section 6:119a of the Dutch Civil Code on the outstanding amount for the period during which it is in default. If the Customer remains in default after receiving a reminder, CFP is entitled to hand over the claim without further notice, in which case the Customer will be obliged to pay the total amount due as well as full compensation for all extrajudicial and judicial costs, including all costs of lawyers and external experts.
- 8.6 With regard to the amounts paid and/or owed by the Customer, the relevant documents and data from the records of CFP or of a third party or parties engaged by CFP shall constitute full proof, without prejudice to the Customer's right to provide evidence to the contrary.
- 8.7 Payments made by the Customer shall first be applied to the collection costs owed to CFP, then to the interest owed, and then to the longest outstanding invoices, even if the Customer states with the payment that the payment relates to a later invoice. In the case of invoices with the same date, the allocation shall be made proportionally.
- 8.8 Where the Customer comprises two or more persons or entities (whether individuals or legal entities), such persons or entities shall be jointly and severally liable for all obligations under this Agreement.
- 8.9 Unless otherwise stated in the quotation and/or invoice, all amounts quoted by CFP are in euros and the Customer must make all payments in euros. All prices are exclusive of sales tax (VAT) and travel expenses, unless otherwise agreed.
- 8.10 CFP has the right to adjust the periodic payments and applicable

prices on January 1, for the first time in the calendar year following the year in which the contract was concluded, in line with the general price development as reflected by the harmonized price index of Statistics Netherlands (CBS), with 2015 = 100 as the base year.

9. Confidential information

9.1 The parties shall ensure that all information received from the other party that is known or should reasonably be known to be of a confidential nature remains confidential. Information shall be considered confidential if it has been designated as such by one of the parties. The content of the Agreement, the Quotation, and any appendices shall in any case be considered confidential information.

9.2 The confidentiality as laid down in the previous paragraph does not apply to CFP if and as far as the provision of the relevant information to a third party is necessary as a result of a court ruling, a legal requirement, an order from an authority, or for the

proper execution of the Agreement by CFP. If disclosure to a third party is permitted under the Agreement, the party shall ensure that this party is also bound by confidentiality.

9.3 The Customer is aware that the Software or programs originating from CFP are always confidential in nature and that they contain trade secrets of CFP, its suppliers and/or the producer of the Software. The Customer will therefore maintain strict confidentiality with regard to these services and/or matters.

9.4 If a party breaches any obligation under this Article 9, that party shall immediately pay to the other party a liquidated damages amount of €50,000 per breach, without notice or court order being required. This is without prejudice to the non-breaching party's right to claim actual damages.

9.5 The confidentiality obligations and associated liquidated damages provision in this Article 9 shall survive termination of this Agreement for a period of one (1) year.

9.6 The customer shall ensure and authorize the use by CFP of all necessary data. It shall make such data available to CFP, either directly or indirectly, free of charge and in a timely manner.

10. Publicity

10.1 The Customer agrees that CFP may use the conclusion of this Agreement, as well as the Agreement itself or the work, for publicity purposes, whereby the name of the Customer may be used as a reference. If CFP publishes in this context, it must do so with great care, whereby the publication must first be submitted by CFP to the Customer for approval. The Customer undertakes to respond to the draft publication within seven (7) working days, failing which CFP shall be entitled to publish it.

11. Security

11.1 If CFP is obliged under the Agreement to provide a form of information security, that security shall comply with the specifications agreed in writing

between the parties regarding security. The Customer shall inform CFP of the requirements with which the security must comply. CFP does not guarantee that the information security will be effective under all circumstances. If an explicitly described method of security is not included in the Agreement, the security shall meet a level that is not unreasonable, taking into account the state of the art, the sensitivity of the data, and the costs of security.

CFP is not liable to the Customer if the Customer suffers damage as a result of the fact that the security has not functioned or has not functioned adequately, unless it concerns direct damage resulting from intent or deliberate recklessness on the part of CFP, in which case CFP's liability for compensation shall be limited to a maximum of the amount paid by the Customer under this Agreement up to the time at which the event giving rise to the aforementioned liability occurs. The aforementioned liability is

limited to the amount paid out by CFP's liability insurer in the case in question, even if this amount is lower than the amount paid by the Customer to CFP up to that point in time. If, for whatever reason, CFP's insurer does not pay out or only pays out partially, CFP's liability per damaging event, whereby a series of events counts as one event, is limited to the maximum payable amount of €50,000.

- 11.2 The Customer shall adequately secure its systems and infrastructure and shall have adequate antivirus software in operation at all times.

12. Assignment clause

- 12.1 The Customer shall not employ any employees who are involved in the performance of this Agreement or who were involved in its performance less than two (2) years prior to the date of this Agreement without the prior written consent of CFP.
- 12.2 If the Customer breaches the preceding provision by hiring any CFP employee, the Customer shall

immediately pay CFP a liquidated damages amount of €25,000, without notice or court order being required. This is without prejudice to CFP's right to claim actual damages suffered.

13. Privacy, data processing, and security

- 13.1 If CFP deems it important for the performance of the Work, the Customer shall, upon request and without delay, inform CFP in writing of the manner in which the Customer fulfills its obligations under the laws and regulations in the field of personal data protection and/or other applicable legislation in the field of personal data protection.
- 13.2 CFP will not process personal data other than for the purpose of performing the Work or the Agreement.
- 13.3 CFP will not share any personal data originating from the Customer with third parties, unless CFP has obtained permission from the Customer to do so or is obliged to do so on the basis of legislation and/or regulations.

- 13.4 CFP will cooperate fully with the Customer to allow data subjects within the meaning of the General Data Protection Regulation (EU) 2016/679 to access their personal data, have personal data deleted, or have personal data corrected.
- 13.5 The responsibility for the personal data processed in the context of the performance of the Work or the Agreement lies exclusively with the Customer. The Customer guarantees that the content, use, and/or processing of the personal data is not unlawful and does not infringe any rights of third parties. The Customer indemnifies CFP against any legal action by third parties, on whatever grounds, in connection with the personal data.
- 13.6 The Customer indemnifies CFP against all claims from persons whose personal data is registered or processed in the context of a personal registration kept by the Customer or for which the Customer is otherwise responsible under the law.
- 13.7 If computer, data, or telecommunications facilities are used in the performance of the Agreement, CFP is entitled to assign and change access or identification codes to the Customer. The Customer shall treat the access and identification codes confidentially and with care and shall only disclose them to authorized personnel. CFP shall not be liable for any damage or costs resulting from the use or misuse of access or identification codes, unless the misuse was made possible as a direct result of carelessness or negligence on the part of CFP.
- 13.8 CFP is authorized to access the Customer's data files if and as far as this is necessary for the assessment and granting of a request for access, for the proper management and operation of the system, and as far as this is necessary for the performance of the Agreement between the parties.
- 13.9 For all energy labels and customized advice prepared in accordance with BRL9500, the calculation (in the software) is included in a national database

where the data is checked on a random basis and a number is returned. The monitoring file is stored by these third parties. It is possible that, after issuing the label, the certifying body may wish to carry out an inspection of the building for which the label was issued. If it proves impossible to gain access for the purpose of an inspection, this may result in the removal of the energy performance report from the national database of registered energy performance reports. In addition, the Customer has the right to request the project file. The current process certificate from BuildingLabel can be found on the SKW Certification website.

14. Intellectual property rights

14.1 All intellectual property rights property rights to the graphic products, equipment, Software, websites, applications, documentation, reports, Quotations and other goods such as analyses, functional designs and reports and all changes and additions made thereto, as well as

any copies of the aforementioned goods and preparatory material thereof, are vested exclusively in CFP, its licensors or its suppliers. The customer only acquires the rights of use that have been expressly granted to it in writing by CFP. This right of use is non-exclusive, non-transferable, non-pledgeable, and non-sublicensable, unless the parties have agreed otherwise in writing.

14.2 CFP is only obliged to transfer any intellectual property rights if this has been agreed in advance in Writing. If the parties agree in Writing that an intellectual property right relating to works, equipment, or other materials developed specifically for the Customer () will be transferred to the Customer, CFP shall, despite this transferred right, remain free to use and/or exploit both the transferred right and/or the components, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards, and the like, without any restriction for other

- purposes and/or exploit them for itself or for third parties.
- 14.3 The Customer is not permitted to change or remove any references in the Software to the creator, the confidential nature of the Software, or any other reference to CFP.
- 14.4 If CFP has delivered a performance based on designs, drawings, or other instructions or materials provided by or on behalf of a Customer, the Customer guarantees that this does not infringe on any intellectual property rights of third parties. The Customer indemnifies CFP against all claims from third parties in this regard and for all damage suffered and/or to be suffered by CFP as a result of the use of the materials made available by the Customer.
- 14.5 During the term of the Agreement, the Customer is not entitled to any further or other use of the intellectual property rights produced by CFP on commission than the use expressly agreed in advance. If the parties have not agreed on this, the first use shall be deemed to be the only agreed use.
- 14.6 If a third party or parties assert a claim regarding the use of the work created by CFP and/or the materials used for this purpose, the parties are mutually obliged to inform the other party of this immediately in writing, to provide all information requested and to cooperate as necessary for the defense and/or settlement negotiations, if and as far as the other party would be liable for this under these terms and conditions or has assumed an indemnification obligation.
- 14.7 The Customer is not entitled to modify Software and suchlike without the prior written consent of CFP. CFP is always entitled to attach conditions to its consent.
- 14.8 CFP is not liable for any action based on the combination, operation, or use of the Software with equipment or software that has not been provided or recommended in writing by CFP, or on any change made to the software by the Customer, unless CFP has given its written consent

to this. The Customer shall at all times bear the full risk of all modifications made by or on behalf of the Customer, whether or not CFP has given its consent.

- 14.9 Only if and as far as agreed in Writing will the source code of the Software and the technical documentation created during the development of the Software be made available to the Customer. The Customer is only entitled to make changes to the Software in the event of prior explicit Written consent from CFP.
- 14.10 If there is any uncertainty between CFP and the Customer as to who is the rightful owner of any intellectual property right, CFP will be deemed to be the rightful owner. The Customer is entitled to prove the contrary.
- 14.11 The Customer shall not perform any acts that may infringe on the intellectual property rights of CFP and/or its licensors, including, but not limited to the publication and/or reproduction without permission of the results of the Work and the data and materials made available in that context,

and the registration of domain names, trademarks, or terms for (advertising or search engine) services (such as Google AdWords) that are similar to or identical to any sign to which CFP and/or its licensors can assert intellectual property rights.

- 14.12 CFP may make third-party software or services available to the Customer. The (license) terms and conditions of those third parties shall apply to such software or services, superseding any provisions in these terms and conditions and in any Agreement concluded between CFP and the Customer that deviate from those terms and conditions. The Customer guarantees that it accepts these third-party terms and conditions and will strictly comply with them. The Customer hereby grants CFP, as its representative, the authority to perform legal acts on its behalf for the purpose of accepting the (license) terms and conditions of those third parties. As far as this power of attorney is invalid or incomplete, the Customer shall

cooperate fully with CFP to obtain a valid power of attorney for the purpose of accepting the relevant (license) terms and conditions of third parties on its behalf. If and as far as the aforementioned third-party terms and conditions are deemed not to apply or are declared inapplicable in the relationship between CFP and the Customer for any reason whatsoever, the provisions of these General Terms and Conditions shall apply in full.

14.13 CFP is never obliged to perform data conversion, unless this has been agreed in Writing.

15. Obligation to cooperate and provide information

15. The Customer shall provide CFP with any data and/or information deemed necessary or desirable and shall cooperate fully. If the Customer engages personnel or third parties to provide this cooperation or to supply the data or information, the Customer guarantees that these persons possess the necessary knowledge, experience, and expertise.

15.2 If CFP employees perform work at the Customer's location, the Customer shall provide the necessary facilities free of charge.

15.3 CFP's personnel shall have access to the locations and the installed hardware during the Customer's normal office hours in order to perform the work necessary for the performance of this Agreement. This shall be done as far as possible by notifying the Customer that access to the aforementioned locations and/or objects is necessary.

15.4 The Customer is obliged to assist CFP in obtaining all permits, approvals, and permissions necessary for CFP to provide the services or otherwise fulfill its contractual obligations.

15.5 The Customer bears the risk of the choice of the items, goods, and/or services to be supplied by CFP. The Customer guarantees that it will exercise the utmost care to ensure that the requirements to be met by CFP's performance are accurate and complete. Dimensions and data stated in drawings, images, flyers, websites,

quotations, and other advertising material, etc. are not binding on CFP, unless CFP agrees otherwise with the Customer in Writing.

- 15.6. The Customer guarantees the accuracy and completeness of the data, information, designs, or specifications provided by him. The Customer remains the owner of the data, information, designs or specifications provided, on condition that these are not public and that the Customer is the owner thereof. To the extent necessary, the Customer grants CFP a licence for the use of such data, information, designs or specifications during the term of the Agreement.

If the information provided by the Customer contains errors that are apparent to CFP, CFP will inquire about this with the Customer. CFP cannot guarantee the accuracy of the results delivered based on the information provided.

16. Engagement of third parties

- 16.1 CFP is entitled to have the Agreement performed in whole or in part by third parties. CFP will

inform the Customer if work is to be performed by third parties. If, according to an explicit written agreement, CFP procures goods or services from third parties at its own expense and risk in order to pass them on to the Customer, the provisions of these General Terms and Conditions of CFP relating to the quality, quantity, nature, and delivery of these goods or services will also apply to the third party or parties involved.

17. Artificial Intelligence (AI)

- 17.1 If CFP makes AI available, the Customer must use it in accordance with the purpose intended by CFP and any instructions for use. If the Customer acts contrary to the foregoing, resulting in the AI application changing into a high-risk AI system, the obligations under Article 25(2) of the AI Act shall not apply. CFP may always take corrective measures or withdraw the AI application from the market, deactivate it, or recall it if the AI application no longer complies with the intended

purpose, or if the Customer is considered a provider through its own actions. In any case, CFP will never be liable for any compensation.

17.2 The Customer is aware of the characteristic feature of AI that it can involve a changing and self-learning technology, whereby the outcomes and conclusions of AI are constantly evolving and subject to change. Results may vary depending on the input and context, whereby AI, even after deployment at the Customer, may demonstrate adaptability, generate different results upon repeated application, and exhibit "model drift." CFP therefore does not guarantee that the results of the AI application will be effective or accurate under all circumstances or over time.

17.3 Unless expressly agreed otherwise in Writing, the Customer is not permitted to place its name or brand on the AI application or to make substantial changes to it.

17.4 If CFP or its supplier has established a monitoring system, CFP or the supplier is entitled to

use the information in the AI application for monitoring purposes. The Customer will cooperate with this by granting access to the AI application for monitoring purposes.

17.5 As soon as the Customer becomes aware of a serious incident, or believes that the AI application poses a risk as referred to in Article 79 of the AI Act, the Customer shall immediately report this to CFP first. The Customer will only report a serious incident to the competent authority if it can demonstrate that it cannot and/or has not been able to reach CFP regarding the AI application within the reporting period of four (4) weeks.

17.6 If CFP makes products and services available, the Customer may not use them or integrate them into other AI applications without the explicit written consent of CFP. If CFP is willing to give its consent and the Customer and CFP are legally obliged to make further agreements in that case, CFP is entitled to charge costs for this at its usual rates. Such further

agreements shall not affect CFP's intellectual property rights, confidential business information, and trade secrets.

- 17.7 The Customer shall ensure sufficient human supervision of the use of AI.
- 17.8 The customer shall ensure an adequate level of AI literacy among its staff and other persons who use the AI application on its behalf.

18. Acceptance

- 18.1 If the parties have not agreed on an Acceptance Test with accompanying Acceptance Criteria, the Customer shall accept the Software in the condition in which it is at the time of delivery ("as is, where is"), therefore with all visible and invisible errors and defects, without prejudice to CFP's obligations under the warranty scheme included in these General Terms and Conditions. In the aforementioned case, the Software shall be deemed to have been accepted by the Customer upon delivery or, if an installation

to be carried out by CFP has been agreed in Writing, upon completion of the installation.

- 18.2 If an Acceptance Test has been agreed between the parties, the provisions of Articles 18.3 to 18.10 shall apply.
- 18.3 Where these general terms and conditions refer to "errors," this means that the Software does not substantially comply with the functional or technical specifications of the Software expressly stated by CFP in Writing and, in the event that the Software consists wholly or partly of custom software, with the functional or technical specifications expressly agreed in Writing. An error only exists if the Customer can demonstrate it and if it is reproducible. The Customer is obliged to report errors immediately. CFP has no obligation whatsoever with regard to defects in or to the Software other than errors within the meaning of these General Terms and Conditions.
- 18.4 If an Acceptance Test has been agreed, the test period shall be

fourteen (14) days after delivery or, if an installation to be carried out by CFP has been agreed in Writing, fourteen (14) days after completion of the installation, unless expressly agreed otherwise in the Agreement. During the test period, the Customer is not entitled to use the Software for productive or operational purposes. The Customer shall carry out the agreed Acceptance Test with qualified personnel and with sufficient scope and depth and within the agreed time limits.

18.5 If an Acceptance Test has been agreed, the Customer is obliged to test whether the delivered Software complies with the functional or technical specifications expressly stated in writing by CFP and, if and as far as the Software concerns custom software in whole or in part, with the functional or technical specifications expressly agreed in writing.

18.6 The Software shall be deemed to have been accepted by the parties:

- a. if the parties have agreed on an Acceptance Test: on the first day after the test period, or
- b. if CFP receives a test report as referred to in Article 18.7 before the end of the test period: at the moment that the errors mentioned in that test report have been repaired, without prejudice to the presence of errors that do not prevent acceptance in accordance with Article 18.8, or
- c. if the Customer makes any use of the Software for productive or operational purposes: at the time of the relevant commissioning.

18.7 If, during the performance of the agreed Acceptance Test, it appears that the Software contains errors, the Customer shall immediately, but no later than on the last day of the test period, report the test results to CFP in Writing in a clear, detailed, and comprehensible manner. CFP shall make every effort to repair the errors in question within a reasonable period, whereby CFP is entitled to implement temporary solutions,

- program workarounds, or problem-avoiding restrictions.
- 18.8 The Customer may not withhold acceptance of the Software for reasons that are not related to the specifications expressly agreed in writing between the parties, nor because of the existence of minor errors, i.e. errors that do not reasonably impede the operational or productive use of the Software, without prejudice to CFP's obligation to remedy these minor errors under the warranty provisions of these General Terms and Conditions. Furthermore, acceptance may not be withheld on the basis of aspects of the Software that can only be assessed subjectively, such as aesthetic aspects of user interfaces.
- 18.9 If the Software is delivered and tested in phases and/or parts, the non-acceptance of a particular phase and/or part shall not affect the acceptance of an earlier phase and/or another part.
- 18.10 Acceptance of the Software in one of the ways referred to in this article means that CFP is

discharged from its obligations regarding the provision and delivery of the Software and, if the installation of the Software by CFP has also been agreed, from its obligations regarding the installation . Acceptance of the Software does not affect the Customer's rights under Article 18.8 concerning minor defects and the warranty provisions of these General Terms and Conditions.

19. Delivery

- 19.1 A delivery shall be deemed to have been accepted by the Customer when:
- (I) the relevant products and/or services have been delivered, or
 - (II) the agreed work has been performed and completed, as evidenced by a written statement to that effect from the Customer, or
 - (III) the products and/or services are put into use by the Customer.
- 19.2 If the Customer does not notify CFP in writing of any shortcomings within three (3) weeks of delivery, the delivery will be deemed to have been accepted and any

claim by the Customer against CFP on the grounds of a possible shortcoming will lapse.

19.3 Interim delivery dates specified by CFP or agreed between the parties are target dates. CFP will make every effort to comply with the deadlines and dates as far as possible. Although each delivery period or date is a target period or date, CFP is not bound by any deadline or date if it can no longer be met due to a cause beyond its control that arose after the Agreement was entered into. CFP is also not bound by a date and/or deadline if the parties have agreed to a change in the content, scope, and/or approach of the performance of the Agreement. If a deadline is in danger of being exceeded, the parties will consult to discuss the consequences of the delay for further planning.

19.4 Where the parties have agreed a final delivery date, CFP shall not be in default for late delivery unless the Customer first serves written notice specifying the breach in reasonable detail, thereby giving

CFP an opportunity to remedy the default adequately.

19.5 Title to all goods sold by CFP to the Customer shall remain vested in CFP and shall not pass to the Customer until CFP has received full payment of all amounts due under this Agreement.

20. Dissolution, termination, and ending

20.1 Each of the parties shall be entitled to terminate the Agreement if the other party, after receiving a detailed written notice of default setting a reasonable period for remedying the shortcoming, fails to fulfill its essential obligations under the Agreement. The Customer's payment and/or cooperation obligations shall in any case always be considered essential obligations under the Agreement.

20.2 Each party is entitled to terminate the Agreement with immediate effect, without notice of default and without prior judicial intervention, if:

- the other party applies for a moratorium on payments;

- the other party is declared bankrupt;
 - the other party is liquidated or terminated as a legal entity, other than for the purpose of reconstruction or merger of companies;
 - if the decisive control over the Customer's company changes;
 - The customer is a natural person and dies.
- 20.3 In the event of the Customer's bankruptcy, the right to use the Software, websites, and suchlike made available to the Customer shall lapse by operation of law.
- 20.4 Termination shall not affect accrued rights or obligations. Upon termination, Customer shall immediately pay all amounts due for services rendered and costs incurred up to the termination date.
- 20.5 If the Agreement ends for any reason, CFP shall return to the Customer all documents, books, records, and other goods provided to it by the Customer, including data and information carriers, at the Customer's request. This applies vice versa to the Customer.
- 20.6 If the Customer fails to fulfill its obligations under the Agreement, in particular in the event of non-compliance with any payment obligation, CFP shall be entitled to suspend the performance of the Agreement in whole or in part without any reminder or notice of default being required. CFP also reserves the right to retain data, data files, and/or results of the Work, despite any existing obligation to release or transfer them, until the Customer has fulfilled its obligations. This provision does not affect CFP's right to exercise any other legal and/or agreed right.
- 20.7 The provisions that are intended to remain in force after termination, dissolution, or other manner of termination of the Agreement, including but not limited to Articles 9, 10, 12, and 14 of these terms and conditions, shall survive the termination, dissolution, or other manner of termination of the Agreement.

21. Liability

- 21.1 CFP's liability for damage resulting from an attributable shortcoming in the performance of its work, breach of contract, tort, wrongful act or otherwise, shall, without prejudice to the further provisions of these General Terms and Conditions, be limited to the amount paid out by CFP's insurer in the case in question, plus the amount of the excess that is payable by CFP under the applicable insurance agreement in the case in question. If, for any reason whatsoever, CFP's insurer does not pay out or only pays out partially, CFP's liability per damaging event is limited to the amount paid by the Customer to CFP for the activity in question, excluding VAT, whereby a series of events counts as one event, and the maximum amount to be paid out is €50,000.
- 21.2 Only damage that is a direct result of CFP's actions or omissions is eligible for compensation. Other damage, such as consequential damage (including business damage, loss of profit and/or

turnover, and pure financial loss) will never be compensated. CFP's liability for mutilation, destruction, or loss of data or documents is also excluded. The customer remains responsible for complying with all legal administration and retention obligations applicable to them.

- 21.3 The Customer shall check the results of (phases of) the performance of the Agreement with the aim of limiting the consequences of any errors. If, during the performance of (part of) the assignment, errors are found in the results processed by CFP, CFP will correct the errors to the best of its ability at no cost. If the errors are attributable to the Customer, such as, but not limited to, the provision of incorrect or incomplete data, CFP may charge the additional costs for the correction.
- 21.4 Actual deviations from forecasts and estimates made or issued by CFP may justify full or partial termination of the Agreement only if this deviation exceeds 70% and this deviation is not the result of

- the Customer's failure to follow CFP's instructions or the result of incorrect information provided by the Customer.
- 21.5 CFP is not liable for deviations, errors, and defects that have gone unnoticed in data supplied by the Customer. The responsibility for the accuracy of the data to be supplied therefore lies with the Customer.
- 21.6 The Customer indemnifies CFP against claims from third parties arising as a result of the Customer's actions.
- 21.7 The exclusions and limitations referred to in this article shall lapse if and as far as the damage is the result of intent or deliberate recklessness on the part of CFP's management.
- 21.8. Unless performance by CFP is permanently impossible, CFP shall only be liable for attributable failure to fulfill an agreed obligation if the Customer immediately gives CFP written notice of default, setting a reasonable period for remedying the failure, and CFP continues to fail attributable in the fulfillment of its obligations after that period.
- The notice of default must contain as complete and detailed a description of the failure as possible, so that CFP is given the opportunity to respond adequately.
- 21.9. Any right to compensation is always subject to the condition that the Customer reports the damage to CFP in writing as soon as possible after it has occurred. Any claim for compensation against CFP expires one year after the claim arose.
- 21.10 The provisions of this article, as well as all other limitations and exclusions of liability mentioned in these terms and conditions, also apply to all (legal) persons whom CFP engages in the performance of its obligations towards the Customer.

22. Force majeure

- 22.1. In the event of circumstances that prevent CFP from fulfilling an obligation and that are not attributable to CFP (hereinafter: force majeure), CFP's obligations will be suspended for the duration

of these circumstances. Force majeure includes, but is not limited to:

- force majeure on the part of CFP's suppliers, explicitly including force majeure on the part of its provider(s);
- defects in goods, equipment, software, or materials from third parties, the use of which by the Customer has been prescribed to CFP;
- government measures;
- sudden increase in import duties and excise duties and/or taxes;
- disruption of internet, computer network, or telecommunications facilities, or electricity;
- war;
- work stoppage or strike;
- general transport

problems.

22.2. Both parties are entitled to terminate the Agreement by means of an extrajudicial declaration if force majeure as referred to in the previous paragraph lasts longer than two

(2) months. This does not give rise to any obligation on the part of CFP to pay compensation.

22.3. If CFP has already partially fulfilled its obligations under the Agreement before the occurrence of force majeure or still has the possibility of partially fulfilling them after that, CFP is entitled to invoice on the basis of the performance realized and to be realized, and the Customer is obliged to pay these invoices in accordance with the Agreement and these terms and conditions.

23. Transfer of rights and obligations

23.1 CFP may engage third parties to ensure proper and full compliance with its obligations under the Agreement between the parties. Unless a fixed price has been agreed for such services, the costs thereof will be charged to the Customer. The Customer hereby irrevocably consents to any such subcontracting and CFP shall notify the Customer of any material subcontracting arrangements.

- 23.2 The Customer may not assign or transfer any of its rights or obligations under this Agreement without CFP's prior written consent.
- 23.3 .If the Customer's business (or relevant activities) are merged with, acquired by, or continued in another entity for any reason, the original Customer and the successor entity shall be jointly and severally liable for all Customer obligations under this Agreement.

24. Applicable law and disputes

- 24.1 All Agreements to which these terms and conditions apply and the agreements that derive from them, as well as these terms and conditions, are governed by Dutch law.
- 24.2 All disputes, including those considered as such by only one of the parties arising from or related to the Agreement to which these General Terms and Conditions apply, or to the relevant Terms and Conditions and their interpretation or implementation, both of a factual and legal nature, shall be submitted for settlement

to the competent Dutch court in the district where CFP is established, as far as the law does not mandatorily provide otherwise.

Chapter 2: Services

This chapter applies, in addition to the chapter on General Provisions, to the Agreement or Assignment concluded between the parties if CFP provides services of any kind to the Customer.

25. Performance

- 25.1 All services provided by CFP are performed on the basis of an obligation to use best endeavours, unless and as far as CFP has expressly promised a result in the Agreement and the relevant result is also described with sufficient certainty in the Agreement.
- 25.2 If the Agreement has been entered into with a view to performance by a specific person, CFP is entitled to replace this person with one or more persons with the same or similar qualifications.
- 25.3 CFP is not obliged to follow any instructions or directions from the

Customer in the performance of its services. If changes are made by the Customer that alter or supplement the content or scope of the agreed services, the work involved will be compensated in accordance with CFP's usual rates.

- 25.4 CFP cannot be held liable for damage or costs resulting from the use or misuse by the Customer and/or third parties of access or identification codes or certificates made available to the Customer by CFP. The exclusions and limitations referred to in this article will lapse if and as far as the damage is the result of intent or deliberate recklessness on the part of CFP's management.

26. Hardware and software

- 26.1 CFP shall maintain all hardware in accordance with the manufacturer's recommendations. Repairs to the hardware shall be at the Customer's expense. The Customer shall leave all hardware at the locations in the company where it was originally installed.

- 26.2 All software used by CFP in the provision of its services is the sole and exclusive property of CFP or its licensors. The software is installed on the computer system or server of CFP or a third party engaged by it. The Customer shall only have access to the software for the term of the Agreement.

27. Insurance

- 27.1 The Customer has taken out insurance in a manner that is appropriate and customary in accordance with traffic standards and remains insured against legal liability. CFP may submit a request to the Customer to submit the insurance certificate with which the Customer must comply.
- 27.2 Without prejudice to the provisions of the preceding paragraph, CFP has taken out insurance in accordance with generally accepted standards and, taking into account the nature and scope of the Agreement, in a manner customary in the industry, and shall remain insured against professional liability. In this regard, the provisions of Article 21 of these

General Terms and Conditions apply in full.

28. Equivalent services

28.1 In the event that CFP is unable to continue its services in their current form due to a broken relationship with its supplier, it is entitled to suspend its activities for a maximum of three (3) months so that it can find a replacement supplier with which it can resume its activities in an equivalent manner. The costs resulting from this changeover will not be charged to the Customer.

29. Service Level Agreement

29.1 Agreements regarding a Service Level shall be agreed in Writing. The Customer shall endeavor to inform CFP of any circumstances that may affect the Service Level and its availability.

29.2 If agreements have been made regarding a Service Level or performance level, the availability of Software, systems, and related services will always be measured in such a way that any downtime announced in advance by CFP

due to maintenance (preventive, corrective, or adaptive) or other forms of service, as well as circumstances beyond CFP's control, are not taken into account. Unless proven otherwise, the data from the records of CFP or third parties engaged by CFP shall be decisive.

30. Maintenance and support

30.1 CFP provides a helpdesk that acts as a single point of contact for all incidents relating to the use of the software made available by CFP.

30.2 CFP helpdesk staff have an adequate level of expertise and experience.

30.3 CFP ensures a good version policy for the software. The basic principle is that improved and new versions are made available in a timely manner. To this end, CFP regularly assesses the need to release such versions and informs the Customer of the results of its assessment. Three (3) months after the release of an improved or new version, CFP is no longer obliged to repair errors in the previous version or to provide

support and/or maintenance in relation to a previous version.

- 30.4 CFP will release updates from time to time in connection with the maintenance or optimization of the Software. CFP does not require the Customer's consent for this.
- 30.5 If the Customer maintains the Software itself or has it maintained by a third party after obtaining CFP's written consent, CFP will support the Customer in this on request in return for a fee in line with market conditions. CFP will provide the Customer with the necessary additional information on request. The above also applies to management activities with regard to Software that CFP carries out itself or has carried out by a third party.
- 30.6 Any complaints may be submitted in writing to CFP and will be dealt with by CFP within six weeks.

Chapter 3: Software-as-a-Service (SaaS)

The provisions contained in this chapter apply, in addition to the chapter General Provisions and the chapter Services, if

CFP provides services in the field of Software-as-a-Service (SaaS).

31. SaaS services

- 31.1 SaaS services will be provided through formal delivery of the software in the condition it is in at the time of acceptance, i.e. with all visible and invisible errors and defects, without prejudice to CFP's obligations under the warranty scheme included in these General Terms and Conditions.
- 31.2 CFP provides the SaaS service on behalf of the Customer. The Customer is only permitted to allow third parties to use the SaaS services provided by CFP with CFP's consent.
- 31.3. CFP may make changes to the content or scope of the SaaS service at any time. CFP will inform the Customer of this as soon as possible. In the event of a significant change to the SaaS services, the Customer may terminate the SaaS service in writing with effect from the date on which the change takes effect, unless this change is related to changes in relevant legislation

and regulations or other regulations issued by competent authorities, or CFP bears the costs of this change.

31.4 CFP may continue to perform the SaaS service using a new or modified version of the Software. In doing so, CFP is not obliged to maintain, modify, or add certain features or functionalities of the service or Software for the Customer.

31.5 For the purposes of preventive, corrective, or adaptive maintenance or other forms of service, CFP may temporarily suspend the SaaS service in whole or in part. CFP shall notify the Customer of this in a timely manner.

32. SaaS warranties

32.1 by the Customer and reported to CFP. CFP does not warrant that the Software made available under the SaaS Services will be error-free or operate without interruption. CFP shall use commercially reasonable efforts to correct errors in Software developed by CFP itself, provided such errors are

reported by the Customer in detailed Writing and within a reasonable time. CFP makes no warranty or commitment to remedy defects in third-party Software.

32.2 CFP is entitled to implement temporary solutions or program workarounds or problem-avoiding restrictions in the Software. If the Software has been developed on behalf of the Customer, CFP may charge the Customer for the costs of repair in accordance with its usual rates.

32.3 Based on the information provided by CFP about measures to prevent and limit the consequences of malfunctions, defects in the SaaS service, corruption or loss of data, or other incidents, the Customer shall organize the risks for its organization and take additional measures if necessary. CFP declares its willingness to cooperate reasonably, at the Customer's request, with further measures to be taken by the Customer, subject to conditions to be set by CFP. CFP is not obliged to repair corrupted or lost data.

32.4 CFP does not guarantee that the Software to be made available within the framework of the SaaS service will be adapted in a timely manner to changes in the relevant legislation and regulations and cannot be held liable for this.

33. Commencement of SaaS services

33.1 The SaaS service to be provided by CFP shall commence on the Go-Live Date. The Customer shall ensure that it has the facilities required for the use of the SaaS service immediately after entering into the Agreement.

33.2 The Customer shall owe CFP the fee for the SaaS service as specified in the Agreement.

34. CFP SaaS Product

34.1 The Customer acknowledges that any Modification outside the scope of the Agreement for Local Market Adaptation or User Interface requires a separate Change Request. CFP will assess each Change Request and determine whether it is a General Improvement or a Modification.

34.2 Customization of a CFP SaaS Product to specific preferences of local stakeholders or market expectations that are not explicitly included in the Agreement can only be carried out via a Change Request.

34.3 If agreed, the Customer may provide structured feedback on the User Interface of a CFP SaaS Product during the Implementation Phase of the Agreement. As far as the parties have agreed on a feedback round, this will be included in the implementation plan. Each agreed feedback round shall be initiated by CFP and shall include a timeframe to be defined by CFP for the Customer to submit consolidated input.

34.4 Feedback from the Customer during a feedback round must relate to Deliverables as defined in the Agreement and within the agreed scope of the Assignment, including all explicitly agreed elements of adaptation to the local market or User Interface.

34.5 Any feedback, requests, or proposals submitted by the

Customer outside of the agreed feedback rounds, or outside the agreed scope, will be treated as a Change Request and assessed by CFP in accordance with the Change Request Procedure. CFP will determine whether a request will be treated as a General Improvement, whether it already falls within the existing scope of the Agreement, or whether it concerns an Adjustment that requires a separate scope, pricing, and planning.

- 34.6 The Customer shall submit feedback in consolidated form. Fragmented or duplicate comments may be returned to the Customer for consolidation before being assessed by CFP.

Chapter 4. Consultancy

The provisions included in this chapter apply in addition to the General Provisions chapter and the Services chapter when CFP provides services in the field of consultancy. The provisions of the previous chapters are excluded as far as they specifically relate to the provision of software and/or SaaS services and are therefore not relevant to the provision of consultancy.

35. Consultancy: services

- 35.1 Use of the advice and/or consultancy report issued by CFP is at the Customer's own risk. The Customer may only provide the advice and/or report(s) etc. to third parties after obtaining written permission. The burden of proof that the (method of) advice and consultancy services do not comply with what has been agreed in writing or with what may be expected from a reasonably acting and competent supplier rests entirely with the Customer, without prejudice to CFP's right to provide evidence to the contrary by all means.
- 35.2 The duration of a Consultancy Assignment depends on various factors, such as the quality of the data and information provided by the Customer and the cooperation of the Customer and relevant third parties. Unless otherwise agreed in writing between the parties, CFP cannot commit to a lead time for the Assignment.

35.3 CFP's services will only be provided during CFP's office hours, unless the parties agree otherwise in writing.

36. Reporting

36.1 CFP shall inform the Customer about the performance of the Work in the manner agreed in writing. The Customer shall notify CFP in advance of any circumstances that are or may be relevant, such as the method of reporting, any issues to which the Customer wishes attention to be paid, the Customer's priorities, the availability of the Customer's resources and personnel, and any special facts or circumstances that may not be known to CFP. The Customer shall ensure the further dissemination and acknowledgment of the information provided by CFP within the Customer's organization and shall assess this information on that basis and inform CFP thereof.

37. Remuneration

37.1 All fees relating to consultancy services provided by CFP are payable in arrears per calendar month, unless a payment schedule has been expressly agreed in the Agreement.