
Framework Agreement

Fortytwo Security

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Master Service Agreement - Framework Agreement

Article 1. Definitions

In this Framework Agreement and all other Further Agreements which come under this Framework Agreement, the following concepts are used with an initial capital letter and have the following meanings:

- 1.1 **SERVICES:**
The services to be rendered, work to be carried out and, in the context thereof, performance to be delivered as described and as set out under any Further Agreements, by THE SUPPLIER for the CLIENT.
- 1.2 **FURTHER AGREEMENT:**
A separate agreement supplementing and/or departing from the provisions of this Framework Agreement and concluded between the SUPPLIER on the one hand and the CLIENT on the other relating to the rendering of SERVICES.
- 1.3 **SUPPLIER'S PERSONNEL:**
The members of staff and/or auxiliary personnel engaged by the SUPPLIER or otherwise acting on behalf of the SUPPLIER to implement this Framework Agreement or the FURTHER AGREEMENT, who pursuant to this Framework Agreement will work under the SUPPLIER's responsibility.
- 1.4 **CLIENT'S PERSONNEL:**
The members of staff and/or auxiliary persons to be made available by the CLIENT under this Framework Agreement or the FURTHER AGREEMENT, who pursuant to this Framework Agreement will work under the CLIENT's responsibility.
- 1.5 **ADDITIONAL WORK:**
Additional work, not described in or in relation to this and the FURTHER AGREEMENT, agreed by the PARTIES during the term of this Framework Agreement. Depending on the concrete situation, modifications in the sense of restructurings and/or curtailments of the Services can also result in ADDITIONAL WORK.
- 1.6 **MATERIALS:**
The materials which will be required to render the SERVICES, as specified in the FURTHER AGREEMENT.
- 1.7 **WORKING DAYS:**
Calendar days, except weekends and recognized public holidays, on which work will be carried out.
- 1.8 **CONFIGURATION:**

A connected body of hardware and software which together forms an entity to be managed.

- 1.9 ANNEXES:
Appendices to this Framework Agreement or as the case may be the FURTHER AGREEMENT(S), which after having been initialled by both PARTIES form part of this FRAMEWORK AGREEMENT or the FURTHER AGREEMENT(S) respectively. The ANNEXES set out the conditions to which reference is made in this Framework Agreement or as the case may be (THE) FURTHER AGREEMENT(S).

Article 2. Subject of this Framework Agreement

- 2.1 The conditions of this Framework Agreement apply to all FURTHER AGREEMENTS concluded during the term of this Framework Agreement between the SUPPLIER on the one hand and the CLIENT on the other regarding the rendering of SERVICES. The terms of this Framework Agreement are valid except if and in so far as this Framework Agreement is expressly departed from in writing in a FURTHER AGREEMENT.
- 2.2 The FURTHER AGREEMENT(S) will record the SERVICES and period for which that FURTHER AGREEMENT is entered into.
- 2.3 If desired, the FURTHER AGREEMENT(S) will state which Personnel are being deployed by the PARTIES and what qualifications those Personnel will meet.

Article 3. Reporting and Progress consultations

- 3.1 To maintain contacts on the (method of) executing a Further Agreement, each PARTY will designate a contact person and a substitute to make decisions on behalf of such PARTY in connection with the Services. Each PARTY hereby confirms that these contact persons and substitutes have the relevant authority to make such decisions on behalf of the PARTY regarding the tasks allotted to them.
- 3.2 If one PARTY's contact person changes, that PARTY will notify the other in writing and the Further Agreement concerned will be amended if required.
- 3.3 The consultative structure and reporting structure will (as far as necessary) be defined in detail in the FURTHER AGREEMENT. At least once a year officers of the PARTIES will consult on how the FURTHER AGREEMENT is being executed.
- 3.4 Agreements duly made in these consultations by the PARTIES' contact persons will be set out in writing and signed by both Parties and shall apply as formal additions or changes to this FRAMEWORK AGREEMENT or the FURTHER AGREEMENT.
- 3.5 If the delivery of the Services threatens to be or has been delayed beyond the time the Services are/were expected by the Client, the PARTIES will notify each other in writing of the delay upon becoming aware of it and the SUPPLIER shall promptly

thereafter provide a written explanation of what it will do to resolve the cause of the delay and resume delivery of the Services to the CLIENT. Unless such delays are directly due to the Client, the Supplier shall be solely responsible for any additional costs or expenses that may be incurred in resolving the cause of the delay.

Article 4. Term of this Framework Agreement

- 4.1 This Framework Agreement shall be effective from the date of signature of this Framework Agreement and shall apply for a period of twelve months from such date.
- 4.2 Unless this Framework Agreement is terminated by one of the PARTIES by notice in writing at least two calendar months before the end of the aforementioned twelve month period, it will be automatically extended by successive one-year periods subject always to the SUPPLIER'S compliance with any legal, regulatory or other requirements necessary to carry out the Services under this Framework Agreement.
- 4.3 Termination after the aforementioned twelve month period shall be permissible by either PARTY giving two calendar months' notice in writing at any time to the other PARTY.

Article 5. Time-limits

- 5.1 Unless expressly agreed otherwise, the delivery dates set out in any commercial proposal entered into between the SUPPLIER and the CLIENT from time to time, are not material deadlines but a reasonable expectation by the PARTIES of delivery. The PARTIES will discuss the relevant dates for delivery of the Services under this Framework Agreement at the appropriate time and upon agreement, set out such dates in writing in a separate letter entered into between the PARTIES.

Article 6. Liability

- 6.1 If one of the PARTIES fails to meet one or more of its obligations under the Framework Agreement and/or FURTHER AGREEMENT, the other PARTY will give notice of default. Such notice will be given in writing. The PARTY in default shall have 30 (thirty) days to remedy the default and to fulfil its obligations. If the default is not remedied and obligations are not fulfilled, the other Party shall have the right to dissolve the Framework Agreement or Further Agreement as appropriate in accordance with Article 15.2 below.



- 6.2 The SUPPLIER is not liable for the proper and fault-free operation of the telecommunications infrastructure. Nor is the SUPPLIER liable for losses resulting from any drop-out and/or lack of access as a result of reasonable maintenance requirements connected with the CONFIGURATION unless such losses are due to the wrongful or careless acts or omissions of the SUPPLIER.
- 6.3 Any liability of the SUPPLIER to the CLIENT (other than in connection with any indemnity claim under Article 9.1 below) is always limited to the amount invoiced annually by the SUPPLIER to the CLIENT on the basis of the pricing in the Further Agreement, with a maximum of 10,000 euros per occurrence, a series of connected or related occurrences being regarded as one occurrence, and 25,000 euros per calendar year.
- 6.4 Any liability of the CLIENT to the SUPPLIER is always limited to the amount invoiced annually by the SUPPLIER to the CLIENT on the basis of the pricing in the Further Agreement.
- 6.5 The SUPPLIER shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the SUPPLIER, arising out of the SUPPLIER's performance of this Framework Agreement, including death or personal injury, loss of or damage to property or any other loss. If the limitation of liability specified in Article 6.3 above does not apply in a specific compelling case, the SUPPLIER's liability will be limited to the amount for which the SUPPLIER's liability insurer provides cover in the specific case.
- 6.6 All liability of the SUPPLIER is limited to the direct loss as defined in this paragraph. In this context 'direct loss' means solely:
- Damage to the CONFIGURATION which is the property of or is in use by the CLIENT, by which is meant: material damage together with defective operation of the CONFIGURATION or its failure to operate;
 - Reasonable costs incurred by the CLIENT to prevent or limit direct loss which may be expected as a result of the occurrence giving rise to liability on the part of the SUPPLIER;
 - Reasonable costs incurred in determining the direct loss for which the SUPPLIER is liable pursuant to this article;
 - Loss of third parties' possessions
- 6.7 All liability of the SUPPLIER for consequential loss is excluded. 'Consequential loss' means in any event all loss elements other than those specified in the previous paragraph of this article, including:
- loss of profits;
 - loss of third parties' software or data files;
 - costs incurred to prevent, limit or determine consequential loss;
 - loss of data.
- 6.8 The CLIENT is liable for its own use of the Services.

- 6.9 The SUPPLIER must be notified in writing as soon as possible of a loss as specified in this article, but not later than six months after its occurrence. A loss which has not been brought to the SUPPLIER's notice within that period is not reimbursable, unless the CLIENT is able to argue convincingly that, through no fault of the CLIENT's own, it could not have been able to report the loss earlier.

Article 7. Prices

- 7.1 The FURTHER AGREEMENT(S) will record whether the SUPPLIER will perform the agreed SERVICES for a fixed price or retrospectively on the basis of actual costs.
- 7.2 Unless otherwise agreed, the prices offered by the Supplier and/or agreed between the PARTIES always exclude value added tax.

In the case of a fixed price:

- 7.3 If a fixed price is agreed, it relates to all the performance delivered by the SUPPLIER in the context of the FURTHER AGREEMENT. The following also form part of this performance: the provision of computers and MATERIALS, and the travel and accommodation expenses of PERSONNEL OF THE SUPPLIER in the Netherlands which shall at all times be charged and paid in accordance with the Supplier Travel Expense Policy. Costs of accommodation abroad will be charged separately also in accordance with the Supplier Travel Expense Policy.
- 7.4 The SUPPLIER is entitled to change the agreed fixed prices by no more than the prevailing rate of inflation as agreed between the Parties, on the expiry of successive 12-month periods (commencing from the date of signature of this Framework Agreement). The Client will be informed of price changes in writing at least three months prior to the effective date of the new fixed prices.

In the case of actual costs:

- 7.5 If it is agreed that the SUPPLIER will perform the SERVICES on the basis of actual costs, the hourly rates specified in the FURTHER AGREEMENT will apply. In those circumstances the following will be payable by the CLIENT to the SUPPLIER:
- a. An amount determined by multiplying the number of hours spent by the SUPPLIER by the agreed hourly rates.
 - b. The costs of the use by the SUPPLIER of auxiliary materials and consumables agreed to be used in advance with the Client, unless stated otherwise in the FURTHER AGREEMENT.
 - c. The travel and accommodation expenses, in accordance with the rates specified in the FURTHER AGREEMENT and always subject to the Supplier Travel Expense Policy. Travel time will be regarded as time actually put in.

- d. The actual costs of third parties, in so far as they have been engaged by the SUPPLIER with the CLIENT's prior consent.
- e. The other costs referred to in the FURTHER AGREEMENT(S).

In the case of both a fixed price and actual costs:

- 7.7 If owing to additional requirements by the CLIENT the performance which the SUPPLIER must deliver under the FURTHER AGREEMENT is increased or enlarged, this counts as ADDITIONAL WORK. For Additional Work the SUPPLIER will apply the rates specified in the FURTHER AGREEMENT or ANNEX concerned. The costs of Additional Work are only payable by the CLIENT after it has instructed the SUPPLIER in writing to carry out this Additional Work, unless owing to urgent matters which must be resolved without delay it is not reasonable to await a written instruction.
- 7.8 The amounts stated in this Framework Agreement and/or the FURTHER AGREEMENT(S) are subject to the value added tax rate applying at the time the work is carried out.

Article 8. Payment

- 8.1 The invoicing schedule in the commercial proposals entered into between the SUPPLIER and the CLIENT from time to time will be applicable to any FURTHER AGREEMENT(S).
- 8.2 The SUPPLIER will send the CLIENT a single copy of the invoice, which will state the date, the FURTHER AGREEMENT number and the period.
- 8.3 If payment is being made on the basis of actual costs, the SUPPLIER will charge the CLIENT the agreed payments and provide a detailed breakdown. All details will be recorded in the Further Agreements.
- 8.4 In consideration of the provision of the Services by the SUPPLIER in accordance with the terms and conditions of this Framework Agreement, the CLIENT will pay the SUPPLIER the amounts due under this FRAMEWORK AGREEMENT within 30 days of the receipt of the relevant invoice sent pursuant to Article 8.2 above.
- 8.5 The CLIENT is not entitled to any discount on or set-off against the amounts invoiced by the SUPPLIER unless expressly agreed in writing.
- 8.6 If on the expiry of the period referred to in Article 8.4 above, the Client has not paid the invoice concerned without valid reason, interest is payable by the Client by operation of law, calculated on an annual basis, equal to the statutory interest, and the Client will also pay extrajudicial collection costs which are set using the following scheme:
 - 8.6.A Over the first € 2.500 - 15% (with a minimum of € 40,-)
 - 8.6.B Over the next € 2.500 - 10%

- 8.6.C Over the next € 5.000 - 5%
- 8.6.D Over the next € 190.000 - 1%
- 8.6.E Over the next- 0,5% (max. Total € 6.775,-)

Article 9. Intellectual Property Rights

- 9.1 The SUPPLIER shall indemnify the CLIENT against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any intellectual property rights by the availability of the Services, except to the extent that they have been caused by or contributed to by the Client's acts or omissions.

Article 10. Confidentiality

- 10.1 The PARTIES will observe strict confidentiality regarding the information about each other's business and organization and all matters relating to this Framework Agreement, the Further Agreements and the Services, including their existence and the discussions between the PARTIES relating thereto.
- 10.2 Unless prior written consent is given by the other PARTY, neither PARTY will provide information, including personal data and data carriers to which it has access, to third parties outside the framework of what is permitted in this FRAMEWORK AGREEMENT, and will only provide it to his Personnel and in so far as is permitted pursuant to this FRAMEWORK AGREEMENT to relevant third parties in so far as is required for the delivery of the agreed performance of the Services.
- 10.3 The PARTIES will ensure that their respective Personnel comply with these obligations of confidentiality.
- 10.4 The SUPPLIER's PERSONNEL who are involved in carrying out the work, in so far as it is being carried out on the CLIENT's instructions, are obliged to comply with security procedures operated by the CLIENT.

Article 11. Work

- 11.1 The PARTIES undertake to grant the other PARTY's Personnel such access as may be reasonably required to the place where the Services are to be carried out, and to enable them to carry out the Services under the working conditions which are normal in relation to that PARTY, without prejudice to the provisions of the next paragraph.

The PARTIES undertake to instruct their Personnel to comply with the company rules in force at the place where the Services are being carried out.

- 11.2 The CLIENT is entitled to change the place where the Services are to be carried out. If changing the location can reasonably be considered to result in materially higher costs and/or a material delay for the SUPPLIER, the SUPPLIER will notify the CLIENT of any higher costs and delays and shall be entitled to require reimbursement of these costs or changes to any timetable that may be applicable.

Article 12. Submission of offer

- 12.1 The SUPPLIER undertakes, not later than 14 days after a request by the CLIENT to do so, to submit an offer relating to the provision of SERVICES and/or the rendering of performance in the context of the FURTHER AGREEMENTS which fall within the SUPPLIER's area of expertise. No costs for the CLIENT are connected with obtaining this offer.
- 12.2 The CLIENT is at all times entitled to ask the SUPPLIER to change the extent and nature of the Services to be supplied by the SUPPLIER in accordance with the Further Agreement. The Client must ask for an additional offer for such requests. The SUPPLIER retains the freedom to accede or not to accede to such a request. If the SUPPLIER decides not to accede to such a request, the PARTIES shall seek to agree any changes to the request necessary to enable the SUPPLIER to accede.

Article 13. Transfer of rights and obligations; subcontracting

- 13.1 The PARTIES are not entitled, without the consent of the other PARTY, to transfer the rights and obligations under this FRAMEWORK AGREEMENT to a third party. This consent will not be refused on unreasonable grounds; the PARTY giving consent is, however, entitled to attach conditions to the granting of such consent.
- 13.2 The SUPPLIER is authorized to make use of the services of its own subcontractors and other third parties for the execution of a FURTHER AGREEMENT. Notwithstanding any use by the SUPPLIER of such subcontractors and third parties, the SUPPLIER will at all times be responsible and liable to the Client for their proper performance and for the fulfilment of the Services.

Article 14. Force majeure

- 14.1 Neither of the PARTIES will be liable for any delay or for failure to fulfil its obligations under this FRAMEWORK AGREEMENT which is due to any cause outside its control, including (but not restricted to) terrorist attacks, natural disasters, war, riot, acts of war, fire, government action, cuts in the public power supply.

Article 15. Dissolution



- 15.1 The PARTIES are entitled to dissolve the FRAMEWORK AGREEMENT without notice of default or judicial intervention, in the event:
- of a provisional or definitive moratorium granted to the other PARTY or a judicial application for such a moratorium;
 - of the liquidation of the other PARTY or filing of a winding-up petition;
 - of the dissolution of the artificial person of the other PARTY;
 - that the other PARTY offers a private composition with creditors or enters into such a composition, in order to avoid a moratorium or liquidation, or an application for a moratorium or the filing of a winding-up petition.
- 15.2 Either PARTY is also entitled to dissolve this Framework Agreement if, even after written notice of default, the other PARTY fails to meet obligations under this Framework Agreement and/or FURTHER AGREEMENT within 30 (thirty) days of the date of such notice of default, such that the PARTY first referred to can no longer reasonably be required to continue the FRAMEWORK AGREEMENT.
- 15.3 The dissolution of the FRAMEWORK AGREEMENT by the SUPPLIER on the grounds of one of the circumstances referred to in the foregoing paragraphs does not release the CLIENT from its obligation to pay for SERVICES already supplied by the SUPPLIER unless the provision of such SERVICES or payment for them is subject to a bona fide dispute that has been notified to the SUPPLIER.
- 15.4 Obligations which by their nature are intended to continue after the dissolution of the FRAMEWORK AGREEMENT continue to exist after the dissolution of this FRAMEWORK AGREEMENT. Among these are:
- indemnity for the infringement of intellectual property rights (Article 9);
 - confidentiality obligation (Article 10);
 - provisions constituting restrictions on use which have been agreed between the PARTIES;
 - dispute resolution, applicable law and election of an address for service (Article 16).

Article 16. Disputes, applicable law and election of an address for service

- 16.1 All disputes which may arise between the SUPPLIER and the Client further to this Framework Agreement or further to FURTHER AGREEMENTS will be resolved by the competent court in Amsterdam.
- 16.2 This Framework Agreement and any disputes or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Dutch law.



Article 17. General

- 17.1 In the event of any conflicts the following ranking will apply, the document shown higher prevailing above that shown lower:
- a) FURTHER AGREEMENT;
 - b) Framework Agreement;
 - c) Commercial proposal entered into between the SUPPLIER and the CLIENT from time to time;
- 17.2 Notices which the PARTIES give each other under this FRAMEWORK AGREEMENT will be given in writing.
- 17.3 Verbal communications, promises or agreements have no legal force unless confirmed in writing.
- 17.4 This Framework Agreement, any schedules and the documents annexed to it or otherwise referred to in it (including but not limited to the Supplier Travel Expense Policy and the relevant commercial proposal entered into between the SUPPLIER and the CLIENT from time to time), constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.5 During the term of this FRAMEWORK AGREEMENT the PARTIES will not, without the prior written consent of the other PARTY, take on (an) employee(s) of that other PARTY, or otherwise arrange for such (an) employee(s) to work for the PARTY.