

CIPFIX TERMS & CONDITIONS

With

Schedule I – General

Schedule II – Consultancy Services

Schedule III – Custom Software Development

VERSION: 2025

SCHEDULE I – GENERAL

1. DEFINITIONS

- **Acceptance Criteria:** These criteria define what must be done to complete a User Story. They specify the boundaries of the User Story and are used to confirm when it is working as intended.
- **Additional Charges:** Any expenses paid by Ciphix in relation to the Agreement, which expenses shall be reimbursed by Customer to Ciphix. Above mentioned charges include, but are not limited to, travel cost, lodging, out of pocket expenses.
- **Agreement:** Any agreement between Parties.
- **Agile Project Management System:** Software platform that supports the management of agile project. Examples include Atlassian JIRA, Azure DevOps and Mendix Developer Portal
- **Ciphix:** means Ciphix B.V. or one of its subsidiaries or connected companies as the user ('gebruiker') of these Ciphix Terms & Conditions.
- **Ciphix IP:** Any intellectual property rights owned or licensed by Ciphix, including but not limited to, any writings, e-mails, presentations, documents, source- and executable code, Accelerators and anything independently created by or for Ciphix, before, during as well as after the term of any Agreement, but specifically excluding Deliverables IP assigned to Customer in accordance with Article 6.1 of Schedule I – General below.
- **Ciphix Trademarks:** Any registered or common law trademarks owned by Ciphix or one of the companies in the group to which Ciphix belongs, including, but not limited to, the common law trademark 'Ciphix' (handelsnaam).
- **Business Hours:** Monday to Friday from 9:00-17:30 (CET/CEST), not including the Dutch Holidays.
- **Cancellation Fee:** The total amount required to be paid by Customer to Ciphix to terminate ('opzeggen') any (part of an) Agreement, which amount is the total estimated amount Ciphix would have received by accomplishing (part of) the Agreement that Customer wishes to annul.
- **Customer:** Ciphix's Customer and the counterparty ('wederpartij') to any Agreement under these Ciphix Terms & Conditions.
- **Confidential Information:** All information, independent of its form, received both during as well as prior to signing the Agreement, for which the receiver knows or should reasonably be considered to know, due to the context or content of the information, that this information is required to remain confidential or that its disclosure can damage the disclosing party.
- **Consultancy Services:** Any Agreement under which Ciphix will perform a commission contract ('overeenkomst van opdracht', as specified in Article 6:400 of the Dutch Civil Code), to render services to Customer, including advisory and Custom Software Development services, in accordance with the additional terms in Schedule II - Consultancy.
- **Customer Hardware:** Any hardware that Customer is required to acquire, install and maintain, at Customer's cost, to enable Ciphix to correctly perform any Agreement for which aforementioned Customer Hardware is required.
- **Custom Software Development:** Any Agreement for the development of non-standard software by Ciphix for Customer, to which the additional Schedule III - Custom Software Development applies together with Schedule II – Consultancy.
- **Deliverables:** Any result arising out of the performance of Consultancy Services or Custom Software Development, including Source Code, either finished, draft, functional or non-functional.
- **Deliverables IP:** Intellectual property rights related to the Deliverables, in the widest sense as legally permissible, and as complete and comprehensive (with as many associated rights and with the least restrictions) as legally permissible.
- **Dutch Civil Code:** 'Burgerlijk Wetboek', the Civil Code of the Netherlands.
- **Dutch Holidays:** New Year's Day (January 1st), Easter Monday, King's Day (April 27th), Ascension Day, Pentecost Monday, Christmas (December 25th and 26th).
- **Framework agreement:** Optional Agreement between Parties that defines specific and additional terms.

- **Issue:** Any deviation of the functionality of a Deliverable from the functionality as described in the Acceptance Criteria of a User Story is deemed an Issue.
- **Order Form:** Any offer document from Ciphix to Customer, to which these Ciphix Terms & Conditions will apply and which, upon signed by Customer before the in the Order Form mentioned expiration date, establishes an Agreement between Parties.
- **Parties:** Ciphix together with Customer.
- **Party:** Either Ciphix or Customer.
- **Schedule I – General:** The general terms in the Ciphix Terms & Conditions, which will apply to any Agreement the Ciphix Terms & Conditions have been applied to.
- **Schedule II – Consultancy Services:** Specific and additional terms & conditions that are part of and attached to the Ciphix Terms & Conditions, which will apply to any Agreement the Ciphix Terms & Conditions Schedule II have been applied to.
- **Schedule III - Custom Software Development:** Specific and additional terms & conditions which are part of and attached to Ciphix Terms & Conditions, which will apply to any Agreement to which the Ciphix Terms & Conditions Schedule III have been applied to.
- **Source Code:** Any Deliverable in human-language readable instructions in a certain programming and/or scripting language(s), including low-code models.
- **Sprint:** A short timeframe set out by Parties, during which Custom Software Development will be developed by Ciphix to Customer, both before as well as during which period Customer, in cooperation with Ciphix, sets out and constantly adjusts preferred functionality and User Stories, without agreeing on or creating any obligation to reach any specific results.
- **Release:** A combination of Deliverables that is to be taken into production.
- **Supplier:** Any third party contracted by Ciphix in the course and for the purpose of performing an Agreement.
- **Travel Costs:** Any costs related to travel, including travel hours, travel costs and lodging in relation to the performance of any Agreement by Ciphix.
- **User Story:** Descriptions of preferred functionality and behaviour of Deliverables to be developed during a Sprint, as defined by Customer in cooperation with Ciphix, written in such a way that would make it objectively possible for Ciphix and Customer to establish if Deliverables substantially meet the described requirement.

2 GENERAL

- 2.1 These Ciphix Terms & Conditions, and all attachments included in the Order Form, as well as Schedule I – General, Schedule II - Consultancy, and Schedule III – Custom Software Development, will apply to and form an integral part of any Agreement, as well as other legal grounds and relationships between Parties, and any including subsequent or extension of an Agreement if and to the extent these Ciphix Terms & Conditions have been declared applicable in the Agreement.
- 2.2 In the event of any inconsistencies between or within any Agreement, the following precedence will apply in descending order: 1) Order Form, 2) Framework Agreement, 3) Ciphix Terms & Conditions.
- 2.3 In the event of any inconsistencies between or within any components of these Ciphix Terms & Conditions, the following precedence will apply in descending order: 1) Schedule III – Custom Software Development, 2) Schedule II – Consultancy, 3) Schedule I – General.
- 2.4 The applicability of any terms and conditions, including but not limited to, any purchasing terms, used by Customer is expressly excluded.

2.5 No Agreement creates an employment contract between any employee of Ciphix and the Customer.

3 DURATION

3.1 In case no specific duration has been stated in an Order Form, the Agreement will last for at least the duration required for the completion of the performance subject to this Agreement.

4 COMPENSATION AND PAYMENT OF INVOICES

4.1 For any Agreement, Ciphix shall be entitled to compensation as agreed upon in the Order Form which established aforementioned Agreement. All prices are stated in Euro, exclusive of VAT (BTW) and other levies imposed by the government.

4.2 Ciphix will provide monthly digital invoices by e-mail. Customer accepts electronic invoicing.

4.3 Payment by the Customer of amounts owed to Ciphix must take place within 30 days after the invoice date without the Customer being entitled to any deduction, discount or set-off, unless otherwise agreed. The date of payment will be the date on which the amount due is credited to Ciphix's account.

4.4 If the Customer has not paid within the period referred to in the first paragraph or another period agreed between the parties, the Customer will be in default by operation of law and Ciphix will be entitled to charge the statutory (commercial) interest from that moment onwards.

4.5. If the Customer has not paid within the period mentioned in the first paragraph, and still hasn't paid after being reminded and given 14 days' notice to pay, the Customer will be obliged to reimburse all court costs and extrajudicial (collection) costs incurred by Ciphix. The amount of the reimbursement will be based on "Besluit vergoeding voor buitengerechtelijke incassokosten".

4.6. In the event of an Assignment jointly given, the Customers will be jointly and severally liable for the payment of the amount of the invoice and the interest(s) and costs due insofar as the Activities were performed for the joint Customers.

4.7. If the financial position or the payment record of the Customer gives rise to it, at Ciphix's discretion, or if the Customer fails to pay an advance or an invoice within the payment period set for it, Ciphix will be entitled to demand that the Customer immediately furnishes (supplementary) security in a form to be determined by Ciphix. If the Customer fails to furnish the required security, Ciphix will be entitled - notwithstanding any of his other rights - immediately to suspend the further performance of the Contract and any amount that the Customer owes to Ciphix for any reason whatsoever will be immediately due and payable.

5 PERFORMANCE

5.1 Ciphix will execute the performance agreed upon between Parties, with reasonable care and professionalism. All performances under any Agreement shall be performed based on a best-efforts obligation ('inspanningsverplichting') and shall not constitute an obligation to achieve a specific result ('resultaatsverplichting'). For the avoidance of doubt, this will also apply to Consultancy Services and Custom Software Development.

- 5.2 While performing any Agreement, Ciphix will consider any estimations, if any, set out in the aforementioned Agreement. All dates and estimates included in any Agreement are targets, which should be considered as indicative and non-binding. For the avoidance of doubt, the best effort obligation and indicative and non-binding status of dates and estimates as stated in this Article 5 will also apply to Consultancy Services and Custom Software Development.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 The performance of the Agreement by Ciphix does not include the transfer of intellectual property rights, unless otherwise agreed. All intellectual property rights established during or resulting from the performance of the Assignment are owned by Ciphix. All Deliverables IP created at any time during the performance of any service by Ciphix will remain property of Ciphix
- 6.2 Customer may use Ciphix's Trademarks to mention being a Customer of Ciphix, in press, PR or other commercial communication, only after receiving written permission from Ciphix to do so.
- 6.4 Ciphix may use Customer Trademarks to mention being a supplier of Customer, in press, PR or other commercial communication, only after receiving written permission from Customer to do so.
- 6.5 During the performance of the Agreement, Customer acknowledges that Ciphix may develop or acquire general knowledge, know-how, experience, skills and ideas. Notwithstanding any obligations of confidentiality, as specified in Article 10 below, Customer acknowledges that Ciphix can use general knowledge, know-how, experience and skills for its own purposes, including commercial use and deployment for other Customers.

7 LIMITATIONS OF LIABILITY

- 7.1 Ciphix's liability towards Customer, due to any attributable failure in the performance of any Agreement or because of any other legal grounds, shall never exceed the amount covered by Ciphix's insurance. In case the damage is not covered by insurance, Ciphix's liability shall never exceed the aggregate amount of the fees related to the applicable Agreement paid by Customer in the 12 months prior to the event that caused the liability.
- 7.2 In no event shall Ciphix be liable for any indirect damages, consequential damages including, but not limited to, damages due to delay, loss of goodwill, profits, loss of potential savings, claims of loss or damages of third parties (including Customer's Customers), loss and/or limitations in the use of data, algorithms or documents.
- 7.3 Customer indemnifies and holds harmless Ciphix against all claims of third parties related to the execution of any Agreement.
- 7.4 Any exclusions and limitations of liability in this article or elsewhere in these Ciphix Terms & Conditions apply also for the benefit of any SubCiphix used by Ciphix in relation to the performance of this Agreement.
- 7.5 The Customer indemnifies Ciphix against claims by third parties (including employees of Ciphix and third parties engaged by Ciphix) who in connection with the performance of the Assignment suffer losses which are the consequence of the actions or omissions of the Customer or of unsafe situations in his business or organisation.

- 7.6 Any exclusion or limitation of liability in this article or elsewhere in these Ciphix Terms and Conditions will cease to apply, if, and insofar as, liability is finally judicially determined to arise primarily from deliberate intent ('opzet') or gross negligence ('bewuste roekeloosheid') of Ciphix or its senior management.

8 FORCE MAJEURE

- 8.1 Neither Party shall be bound to fulfil any obligation, including any legal and/or agreed upon warranty obligation, if it is prevented from doing so by force majeure ('overmacht').
- 8.2 Force majeure on the part of Ciphix, shall include, but is not limited to, any failure or delay caused by: I) any third-party specified by Customer (including any of Customer's suppliers; II) any of Ciphix's suppliers, any defectiveness of items, hardware, software or materials from third parties in case the use thereof is prescribed by Customer; III) any defectiveness of Customer Hardware; IV) malfunctions of the Internet, networks (including malfunctions in telecommunications networks) and software and hardware of Ciphix; V) governmental measures, war and general transport problems; VII) any delay due to illness of Ciphix's employees, management or other personnel.
- 8.3 If a situation of force majeure lasts longer than 60 days, Parties shall have the right to prematurely terminate the Agreement that is affected by the force majeure by means of termination ('opzeggen'), in whole or in part, in writing, without prior notice or judicial intervention, and with immediate effect. The obligations of both Parties arising out of the annulled Agreement will, until the moment of termination in accordance with this article, persist, including any payment obligations by Customer to Ciphix for any performance by Ciphix done until the moment of termination, and any outstanding amounts will become immediately due and payable upon termination of the aforementioned Agreement.

9 TERMINATION AND CANCELLATION

- 9.1 Customer is only free to terminate without cause ('opzeggen') any Agreement, in whole or in part, in writing, without notice or judicial intervention and with immediate effect, upon paying the Cancellation Fee to Ciphix related to the Agreement that Customer wishes to cancel. Notwithstanding Article 9.5 below, for aforementioned termination in accordance with this Article 9.1, no Party is liable to pay the other Party for any damages arising out of this termination.
- 9.2 Either Party may prematurely dissolve any Agreement ('ontbinden'), without retroactive effects, in whole or in part, in writing, without notice or judicial intervention and with immediate effect, if: I) the other Party is granted (provisional) suspension of payment, or II) if bankruptcy is filed for the other Party, or III) if the company of the other Party is liquidated or terminated, other than for a reconstruction or company merger. Notwithstanding Article 9.5 below, for aforementioned termination in accordance with this Article 9.2, no Party is liable to pay the other Party for any damages arising out of this termination.
- 9.3 Either Party may prematurely dissolve any Agreement ('ontbinden'), without retroactive effects, in whole or in part, in writing, without notice or judicial intervention, and with immediate effect, in case the other Party has breached any obligations of confidentiality (including Article 10 below) or the agreed upon prohibition of transfer of personnel (including Article 11 below).
- 9.4 If the Agreement between Ciphix and the Customer is for the services of the 'Ciphix Academy' i.e. for training and courses given by Ciphix professionals during an organized event and this is cancelled by the Customer the Cancellation Fee will be determined as follows:

If cancellation takes place at least 10 working days before the date of the event no Cancellation Fee is due; If cancellation takes place less than 10 working days before the date of the event but more than before the event the cancellation fee will be 50% of the agreed price; If cancellation takes place after than 48 hours before the event the cancellation fee will be 100% of the agreed price.

- 9.5 Notwithstanding and without prejudice to any other rights or remedies to which the Parties may be entitled, each of the Parties will always be entitled to dissolve in whole or in part, any Agreement ('ontbinden') as defined in and in accordance with Article 6:265 of the Dutch Civil Code. If a Party is required to provide a detailed written notification ('ingebrekestelling') and allows the Party at fault a reasonable time to heal the relevant shortcoming, in accordance with Article 6:81 of the Dutch Civil Code, aforementioned reasonable period shall be 30 calendar days, starting at the time the written notification was provided to the other Party.
- 9.6 The obligations of both Parties arising out of the Agreement up until the moment of termination in accordance with this article, will persist, including any payment obligations to Ciphix by Customer for any performance by Ciphix up until the moment of termination. Any outstanding amounts become immediately due and payable upon termination of this Agreement.
- 9.7 For the avoidance of doubt, if any Agreement is terminated in accordance with these Ciphix Terms & Conditions or any legal ground, the termination only covers that specific Agreement, and does not automatically terminate other (separate) Agreements between Parties.

10 CONFIDENTIALITY

- 10.1 Parties shall not divulge or disclose any Confidential Information to any third parties, except in so far as is strictly necessary for the performance of an Agreement.
- 10.2 All information fitting the following descriptions is always to be considered Confidential Information: I) any information in written or communicated in otherwise tangible form that is marked or otherwise recorded or registered as 'confidential' (or any words with similar meaning); II) any information disclosed verbally or communicated in any other intangible form which is stated as being confidential during disclosure; III) all information regarding the following topics, independent from its form or way of communication: business plans, financial statements, personal data, Customer lists, supplier lists, employee directories, marketing plans, invoices, term sheets, contracts, financial information, price lists, information regarding the use of soft- and hardware and configurations, knowledge regarding (current, future or potential) partners/personnel/Customers/suppliers any software developed by Ciphix (including Source Code, User Stories, Custom Software Product and, Deliverables), including any documentation or information regarding its functionality and benchmarks.
- 10.3 Information shall not be deemed Confidential Information in accordance with this article if: I) is already published or available to the public other than by a breach of this Agreement or any confidentiality obligation; II) is rightfully received from a third party without, and not in breach of, any obligation of confidentiality; III) is independently developed by personnel or agents of receiving Party without access to the Confidential Information; or IV) is known to a receiving Party at the time of disclosure without an obligation of confidentiality, as evidenced by receiving Parties' written records existing prior to such disclosure.
- 10.4 If any Party has any question as to what comprises Confidential Information, this Party agrees to consult with the other Party.

- 10.5 If any Party is required to disclose Confidential Information in accordance with the law, whether under an order of a court or government tribunal or because of another legal process, the Party required to disclose under the aforementioned legal process is allowed to provide this Confidential Information only in so far as is legally required in accordance with the law and only after the disclosing Party has informed the other Party and (at its own cost) has demonstrated/proved to being legally obligated to disclose aforementioned Confidential Information.
- 10.6 Upon breach of any obligations under this article, the Party in breach shall forfeit, without prejudice to all other rights by the other Party, including the right to claim performance ('nakoming') and/or any damages and without a further notification being required, a penalty of € 25.000 per violation.

11 SOFTWARE DEVELOPMENT

- 11.1 For the avoidance of doubt, if any Agreement includes Custom Software Development, Schedule III - Custom Software Development will supplement and take precedence over both Schedule II – Consultancy Services, and this Schedule I – General, for the rendering of Custom Software Development by Ciphix to Customer.

12 CONSULTANCY

- 12.1 For the avoidance of doubt, if any Agreement includes Consultancy Services, Schedule II – Consultancy Terms will supplement and take precedence over this Schedule I – General, for the rendering of Consultancy Services by Ciphix to Customer.

13 SURVIVAL

- 13.1 Any provision of these Ciphix Terms & Conditions, which imposes an obligation that should, due to its nature, remain active after termination or expiration (prematurely or otherwise) of any Agreement, shall survive the termination or expiration of aforementioned Agreement, included, but non-limited to, any clauses related to confidentiality, intellectual property, prohibition of the transfer of personnel, indemnification and limitations of liability.

14 MISCELLANEOUS

- 14.1 Ciphix and Customer shall be considered to be independent clients, acting for their own accounts as respectively contractor and customer, under any Agreement. No agency, joint venture, franchiser-franchisee or employer-employee relationship is intended or created by this Agreement. Neither Party shall have the power or authority, or hold itself out as able to obligate, bind or make any commitment, representation or warranty, express or implied, on behalf of the other Party. Any personnel working for or on behalf of either Party shall not be considered as employees, agents or representatives of the other Party for any purpose.
- 14.2 Independent of any other obligations of Customer to timely file claims, all rights of action against Ciphix, including claims for compensation, will lapse and/or expire 6 months after such right of action or claim has arisen, unless Ciphix has been notified of the full particulars of the claim in writing within aforementioned 6-month period. For any claims for which the time limit expires earlier than 6 months, in accordance with either this Agreement or other contractual or statutory limits which apply to Parties, the shortest period will apply.

15 REPAIR CLAUSE IN THE EVENT OF NULLITY

- 15.1 If any provision in these Terms and Conditions or in the underlying agreement would be fully or partially null and void and/or invalid and/or unenforceable, as a result of any legal provision, judicial decision or otherwise, this will have no consequence whatsoever for the validity of all the other provisions of these Terms and Conditions or the underlying agreement.
- 15.2 If a provision of these General Conditions or the underlying agreement would be invalid for a reason as meant in the previous paragraph but it would be valid if they would have a stricter scope or purport, this provision will - for the time being - be automatically effective with the furthest scope or highest limited scope or purport with which or in which it would indeed be valid.

16 LAW AND JURISDICTION

- 16.1 Any Agreement is governed by and will be construed in accordance with the laws of the Netherlands.
- 16.2 Disputes relating to this Agreement or with respect to all that is connected therewith or incidental thereto, will be submitted to the competent court in Rotterdam.

SCHEDULE II – CONSULTANCY SERVICES

1 GENERAL

- 1.1 Ciphix warrants that it shall perform any Agreement for the provision of Consultancy Services in good faith and with due professional care in accordance with the arrangements and procedures as specified in that Agreement and under the Ciphix Terms & Conditions and its schedules.
- 1.2 For any Consultancy Services, Ciphix performs the work at its own discretion and without supervision and direction from the Customer. To the extent necessary for the performance of the Agreement, Ciphix and Customer can coordinate and set up schedules and can require Ciphix to perform work at Customer's location.
- 1.3 Notwithstanding Article 1.2 of this Schedule II – Consultancy Services above, Customer may provide directions and instructions within the meaning of Article 7:402 of the Dutch Civil Code. However, these directions and instructions will merely serve the effective implementation of any Agreement for the provisioning of Consultancy Services by Ciphix and should not be seen as any indication of the existence of an employer-employee relationship between Customer and any employee of Ciphix. Furthermore, any employee of Ciphix shall not be obliged to follow instructions that change or extend the content or scope of any Agreement. If, however, Ciphix, through its management, does accept any request for change or extension of the scope of any Agreement, such change or extension will be covered by the same key terms and applicable terms & conditions, and the services provided, will be performed by Ciphix for at least the same rates (fees) as applied to the original Agreement.
- 1.4 If Customer wishes to adjust an Agreement for Consultancy Services, which would result in a smaller amount of work than the originally in the Order Form included scope, the decreased part will then be considered as a cancellation under the same terms as Article 9.1 of Schedule I - General, and Customer will need to pay Ciphix the Cancellation Fee for the decreased amount.

2 SUBSTITUTABILITY

- 2.1 If the Order Form mentions any specific person(s) for the provision of the services, Ciphix remains free, at all times, to replace any aforementioned person during the course of the Agreement by other individuals who at least must have the same qualifications, and after having informed Customer.

3 PAYMENT

- 3.1 For any by Customer agreed upon Consultancy Services or Custom Software development provided by Ciphix to Customer, Ciphix shall provide a monthly invoice in arrears, unless any prepaid or retainer package has specifically been agreed upon.

4 OVERTIME, TRAVEL COSTS AND ADDITIONAL CHARGES

- 4.1 If Customer requires Ciphix to perform work outside of Business Hours, Ciphix is able to decline or accept this request. If Ciphix accepts to work outside of Business Hours, adapted rates will apply. For any work rendered at any time during Saturday, Sunday or on Dutch Holidays a rate of 200% of the normal hourly pay rate for work rendered during Business Hours, and 150% for any work rendered on Monday to Friday, outside of normal working hours between 9:00 and 17:30.

- 4.2 Travel Costs in relation to the performance of any Agreement are included within the Benelux area. Outside this area out of pocket Travel Costs will be invoiced based on receipts.
- 4.3 Customer will reimburse Ciphix for any Additional Charges, required for the performance of any Agreement and at Customer's request. Ciphix will provide Customer with receipts for all Additional Charges.

5 REPORTING

- 5.1 Ciphix shall regularly report on the Consultancy Services rendered under this Agreement. For this purpose, Customer assigns a contact person.
- 5.2 Ciphix shall also inform the in Article 5.1 of this Schedule II – Consultancy above mentioned contact person in case of any situations that might impact the rendering of Consultancy Services to Customer, which cases can include (unexpected) delays, force majeure, (limited) availability of personnel.

SCHEDULE III – CUSTOM SOFTWARE DEVELOPMENT

1 AGILE DEVELOPMENT, WARRANTY, DOCUMENTATION

- 1.1 Custom Software Development services are rendered by Ciphix to Customer based on the agile software development methodology. Unless otherwise agreed, Ciphix will follow her own software development procedures and processes as stated in this Schedule.
- 1.2 Ciphix specifically does not provide any warranties on Deliverables. Any Deliverables, including Releases, are provided 'as is', without any warranty.
- 1.3 Ciphix will follow the Modelling Guidelines that describe how the custom software is to be developed.
- 1.4 Ciphix will verify the adherence to the Modelling Guidelines mentioned in Article 1.3 of this Schedule III – Custom Software Development. In the case only one consultant is committed to the project, Ciphix will facilitate part-time peer reviews with other consultants. For the avoidance of doubt, peer review efforts are part of the execution of any Custom Software Development and will be invoiced in the same way as any other effort.
- 1.5 Any estimate will not include additional documentation, not mentioned in the Modelling Guidelines.

2 USER STORIES AND RELEASES

- 2.1 Before and during any Sprint, Customer, in cooperation with Ciphix, will specify preferred functionalities and User Stories to be reached during each Sprint. Each User Story must include clear Acceptance Criteria. At the end of each Sprint, the established Deliverable(s) will be tested against the related User Story by Customer, by comparing the functionality described in each User Story and its Acceptance Criteria against the functionality of the Deliverable.
- 2.2 Customer chooses and implements an Agile Project Management System in which User Stories, Sprints, Acceptance Criteria and Releases are being registered and monitored. All project members will be granted access to this system.
- 2.3 Ciphix will only develop functionality that has been documented as an item in the Agile Project Management System.
- 2.4 Any deviation of the functionality of a Deliverable from the functionality as described in the Acceptance Criteria of a User Story is deemed an Issue. The resolution of Issues can be included in the current or a next Sprint, along with other (new) preferred functionalities and User Stories, at the cost of Customer.
- 2.5 After any number of Sprints, Ciphix and Customer can decide to deploy the Release to Production. Prior to deployment the Customer must give a written approval before deployment.
- 2.6 In any case the Customer deploys and uses the Release in a production environment, the Release shall be accepted by Customer as is.

3 DELIVERY

- 3.1 Any efforts required to deliver, make available or make operational any Deliverable and Releases, including any efforts to connect or migrate to other (versions of) platforms or software, will be charged as additional Custom Software Development at Ciphix's usual rate and can be included in new Sprints.

SCHEDULE VI – SOFTWARE MAINTENANCE AND SUPPORT

1. MAINTENANCE SERVICES

- 1.1 The provisions included in this chapter, in addition to the General provisions of these General Terms and Conditions, shall apply if Ciphix provides services in the field of maintenance of software and support in using that software. If agreed, Ciphix shall provide maintenance with regard to the software determined in the Agreement. The maintenance obligation shall include fixing errors in the software and - only if this has been only if this has been agreed in writing - providing new providing new versions of the software in accordance with article 2 of this Schedule.
- 1.2 Customer shall report in detail any errors found in the software. After receiving the report, Ciphix shall to the best of its ability in accordance with its usual procedures exert its best efforts to fix errors and/or make improvements in in later new versions of the software. The results shall, depending on the urgency and Ciphix's version and release policy in the manner and at the time to be determined by Ciphix be made available to the Customer. Ciphix shall be entitled to make temporary solutions or program bypasses or problem-avoiding restrictions in the software. Customer shall itself provide the corrected software or the new version of the software made available install, organise, parameterise, tune and, if necessary, adapt the equipment used and the user environment. Supplier shall never be obliged to repair imperfections other than those referred to in this Article. In the event that Ciphix is prepared to fix such other imperfections, Ciphix is entitled to charge a separate fee for this.
- 1.3 If Ciphix performs the maintenance online, the Customer shall ensure, in a timely manner, that Ciphix has access to a proper and adequate secured infrastructure and network facilities.
- 1.4 The Customer shall provide all cooperation required by Ciphix for the maintenance, including the temporary suspension of the use of the software and making a back-up of all data.
- 1.5 If the maintenance relates to software not provided by Ciphix itself to the Customer, the Customer shall, if the Supplier deems this necessary or desirable for the maintenance, make available to the Supplier the source code and the technical (development) documentation of the software (including data modelsThe Customer warrants that he is entitled to such provision. The Customer grants Supplier the right, to use and to change the software, including the source code and technical (development) documentation as part of carrying out the agreed maintenance.

2. NEW VERSIONS OF SOFTWARE

- 2.1 The maintenance includes the provision of new versions of software only if and insofar as this has been agreed in writing. has been agreed. If the maintenance includes the provision of new versions of the software, this software, that provision shall take place at Ciphix's discretion.
- 2.2 Three months after an improved version is made available, Ciphix shall no longer be required to fix errors in the previous preceding version and to provide support and/or maintenance with regard to a previous version.
- 2.3 Ciphix may require that, before a version with new version with new functionality the Customer must enter into a further written Agreement with Ciphix and that a further version with new functionality. Ciphix may take over functionality from a previous version of the functionality unchanged, but does not guarantee that each new version contains the same functionality as the previous version. Ciphix shall not be obliged to make specific features or functionalities of the software specifically for the Customer.
- 2.4 Ciphix may require Customer to adapt its system (hardware, web browser, software and the like) if that is necessary for the proper functioning of a new version of the software.

3. SUPPORT SERVICES

- 3.1 If the services provided by Ciphix under the Agreement also includes support for users and/or and/or administrators of the software, Ciphix shall advise online, by telephone or by e-mail regarding the use and functioning of the software mentioned in the Agreement. The Customer shall describe reports within the scope of support as fully and in as much detail as possible, so that the Ciphix can respond adequately. The Ciphix may set conditions to the manner of reporting, qualifications and the number of persons eligible for support. The Ciphix shall deal with properly substantiated requests for support within a reasonable period of time, according to its usual procedures. Ciphix does not for the accuracy, completeness or timeliness of responses or support provided. Support will be provided on working days during Business Hours.
- 3.2 If Ciphix's services under the Agreement also include providing so-called standby services, the Ciphix shall keep one or more employees available during the days and at the times mentioned in the Agreement. In that case, the Customer is entitled in case of urgency to call in the support of the available staff members if there are there are serious breakdowns, errors and other serious imperfections in the functioning of the software. Ciphix does not guarantee that these will be timely remedied in good time.
- 3.3 The maintenance and other agreed services as referred to in this Chapter shall be performed with effect from the day on which the agreement was entered into, unless the parties have agreed otherwise in writing.