

CIPHIX

TERMS & CONDITIONS

Including:

Schedule I – General

Schedule II – Consultancy Services

Schedule III - Custom Software Development

VERSION: 2026

SCHEDULE I – GENERAL

1. DEFINITIONS

The following definitions apply to these Ciphix Terms & Conditions:

- **Agreement:** Any agreement between Parties established pursuant to an Order Form, Statement of Work or otherwise.
- **Article:** a numbered provision of these Ciphix Terms & Conditions.
- **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).
- **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.
- **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.
- **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.

- **Framework Agreement:** a written agreement entered into between the Parties that governs certain general legal, commercial or operational aspects of their relationship and may supplement these Ciphix Terms & Conditions.
- **Order Form:** a document under which the purchase of software, maintenance, management services and related services is contracted, specifying the products, services, terms and fees applicable to such purchase.
- **Parties:** Ciphix together with Customer.
- **Party:** Either Ciphix or Customer.
- **Source Code:** Any Deliverable in human-language readable instructions in a certain programming and/or scripting language(s), including low-code models.
- **Statement of Work:** a document under which professional services are contracted, specifying the scope, deliverables, timelines and fees for such services.
- **Supplier:** Any third party contracted by Ciphix in the course and for the purpose of performing an Agreement.

2. GENERAL

2.1 Schedule I – General of these Ciphix Terms & Conditions will apply to and form an integral part of any Agreement, as well as other legal relationships between the Parties. In addition, Schedule II applies to the provision of Consultancy Services and Schedules II and III apply to the provision of Custom Software Development. Schedule I – General and, where compatible with the nature of the relevant services, Schedules II and III will also apply to any future Agreements between the Parties.

2.2 Subject to any different order of precedence agreed in a Framework Agreement between the Parties, in the event of any inconsistencies between or within any Agreement, the following precedence will apply in descending order: (1) the applicable Statement of Work or Order Form (as applicable), (2) the Framework Agreement (if any), and (3) these Ciphix Terms & Conditions.

2.3 The applicability of any terms and conditions, including but not limited to, any purchasing terms, used by Customer is expressly excluded.

2.4 Ciphix may unilaterally amend these Ciphix Terms & Conditions (including their Schedules) from time to time. Any such amendment will become effective thirty (30) days after Ciphix has notified Customer in writing (which may include e-mail) and made the amended version available. If Customer does not wish to accept an amendment that materially affects its rights or obligations under an Agreement, Customer may, within such thirty (30) day period, terminate the affected Agreement(s) by giving written notice effective as of the date on which the amendment would otherwise take effect. Continued use of the services after the effective date of the amendment will constitute acceptance of the amended Ciphix Terms & Conditions.

3. DURATION

3.1 In case no specific term has been agreed in an Agreement, the Agreement will in any event remain in force for at least the period required to complete the performance under that Agreement. Early termination is only possible to the extent expressly provided for in Article 9 of Schedule I.

4. COMPENSATION AND PAYMENT OF INVOICES

4.1 For any Agreement, Ciphix shall be entitled to compensation as agreed upon in the 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 Article 4.3 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 referred to in Article 4.3 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 If multiple Customers are party to the same Agreement, 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 Ciphix may adjust its fees once per calendar year, with effect from 1 January of the following year, in accordance with the most recent annual price index for IT services as published by the Central Bureau of Statistics (CBS) of the Netherlands, or any index replacing it. Ciphix shall notify Customer in writing of any such adjustment at least thirty (30) days in advance. An indexation in accordance with this Article 4.7 does not constitute a ground for Customer to terminate any Agreement.

4.8 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 its other rights – immediately to suspend the further performance of the Agreement 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 the Parties, with reasonable care and professionalism. All obligations under any Agreement are obligations of effort ('inspanningsverplichtingen') and do not constitute obligations to achieve a specific result ('resultaatsverplichtingen').

5.2 In performing any Agreement, Ciphix will take into account any estimates set out therein. All dates and estimates in any Agreement are targets only and must be regarded as indicative and non-binding.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Except as expressly provided otherwise in Schedule III – Custom Software Development, the performance of the Agreement by Ciphix does not include the transfer of intellectual property rights, unless otherwise agreed in writing. All intellectual property rights established during or resulting from the performance of the Agreement are owned by Ciphix. All Deliverables IP created at any time during the performance of any service by Ciphix will remain the property of Ciphix, subject to any assignment of Deliverables IP as set out in Schedule III – Custom Software Development.

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.

6.3 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.

6.4 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 The aggregate liability of each Party towards the other Party, whether arising from an attributable failure in the performance of any Agreement or on any other legal ground, shall at all times be limited to the aggregate amount of the fees (excluding VAT) paid by Customer to Ciphix under the applicable Agreement during the twelve (12) months immediately preceding the event giving rise to the liability and shall in no event exceed the amount actually paid out to Ciphix under its professional liability insurance in respect of such claim.

7.2 In no event shall either Party be liable towards the other Party for any indirect damages or consequential damages, including but not limited to damages due to delay, loss of goodwill, loss of profits, loss of potential savings, claims of loss or damage of third parties (including Customers of the other Party), or loss of 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, except to the extent such claims result from intent or wilful recklessness of Ciphix.

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 Supplier used by Ciphix in relation to the performance of an Agreement.

7.5 Any exclusion or limitation of liability in this article or elsewhere in these Ciphix Terms & 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; VI) 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 9.4 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. Termination of the Agreement pursuant to article 7:408 Dutch Civil Code is excluded.

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 9.4 below, for aforementioned dissolution 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 Notwithstanding and without prejudice to any other rights or remedies available to them, each Party shall be entitled to terminate (ontbinden) any Agreement, in whole or in part, in the event of an attributable failure by the other Party. Such termination shall only be permitted after the defaulting Party has received a written notice of default describing the failure and the manner in which it must be remedied in sufficient detail and has failed to remedy that failure within thirty (30) calendar days from receipt of such notice, unless

remedy is impossible or the default is of such a nature that prior notice cannot reasonably be required.

9.5 Termination or rescission (ontbinding) of the Agreement shall not have retroactive effect and shall not affect any rights or obligations that have already arisen prior to the effective date of termination. All obligations of both Parties arising out of the Agreement up until the moment of termination, including any payment obligations of Customer for any performance by Ciphix up until that moment, shall remain in full force and effect, and any outstanding amounts shall become immediately due and payable upon termination of the Agreement.

9.6 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. ARTIFICIAL INTELLIGENCE

10.1 In performing the Services, Ciphix may use industry-standard software tools and technologies, including artificial intelligence and machine learning tools ("AI Tools"), for purposes such as coding assistance, testing, quality assurance, documentation, analysis and optimisation of Deliverables and Services.

10.2 Ciphix shall ensure that any use of AI Tools is consistent with its information security, confidentiality and data protection obligations under the Agreement. Ciphix shall not intentionally input Customer Confidential Information into any publicly available AI Tools. Where Ciphix uses AI Tools that process Customer Confidential Information, such processing shall take place only within environments that are access-controlled or tenant-specific and configured so that Customer Confidential Information is not used to train generally available AI models or otherwise used for any purpose other than the performance of the Agreement, except where expressly agreed otherwise in writing.

10.3 Where AI-based functionality is itself part of the Deliverables or Services (such as AI models, AI-powered features or generative AI components), the Parties may agree specific terms, performance criteria and limitations in the applicable Agreement or product-specific licence terms. In case of conflict, such specific terms shall prevail over this Article 10. Customer acknowledges that AI-based functionality may generate probabilistic outputs that may not always be accurate, complete, reliable or suitable for a particular purpose, and that Customer remains responsible for assessing and using such outputs.

11. CONFIDENTIALITY

11.1 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.

11.2 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 and Deliverables), including any documentation or information regarding its functionality and benchmarks.

11.3 Information shall not be deemed Confidential Information in accordance with this article if: I) it is already published or available to the public other than by a breach of an 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 Party's written records existing prior to such disclosure.

11.4 If any Party has any question as to what comprises Confidential Information, this Party agrees to consult with the other Party.

11.5 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 or proven that it is legally obliged to disclose aforementioned Confidential Information.

11.6 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.

12. SOFTWARE DEVELOPMENT

12.1 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.

13. CONSULTANCY

13.1 If any Agreement includes Consultancy Services, Schedule II – Consultancy Services will supplement and take precedence over this Schedule I – General, for the rendering of Consultancy Services by Ciphix to Customer.

14. SURVIVAL

14.1 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 not limited to, any clauses related to confidentiality, intellectual property, prohibition of the transfer of personnel, indemnification and limitations of liability.

15. MISCELLANEOUS

15.1 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 any 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.

15.2 Customer shall notify Ciphix in writing of any claim or right of action against Ciphix, stating the relevant facts and alleged breach in reasonable detail, no later than six (6) months after Customer became aware, or reasonably should have become aware, of the event giving rise to such claim. Any claim or right of action of Customer against Ciphix shall in any event lapse if no legal proceedings have been initiated within twelve (12) months after such notification, without prejudice to any shorter contractual or statutory limitation or expiry periods that may apply.

16. REPAIR CLAUSE IN THE EVENT OF NULLITY

16.1 If any provision in these Ciphix Terms & Conditions or in an 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 Ciphix Terms & Conditions or the underlying agreement.

16.2 If a provision of these Ciphix Terms & Conditions or the underlying Agreement would be invalid for a reason as meant in the previous paragraph but it would be valid if it would have a stricter scope or purport, this provision will – for the time being – be automatically effective with the furthest or highest limited scope or purport with which or in which it would indeed be valid.

17. LAW AND JURISDICTION

17.1 Any Agreement is governed by and will be construed in accordance with the laws of the Netherlands.

17.2 Disputes relating to any Agreement or any other legal relationship between the Parties, will be submitted to the competent court in Rotterdam.

SCHEDULE II – CONSULTANCY SERVICES

1. DEFINITIONS

The following definitions apply to Schedule II of these Ciphix Terms & Conditions:

- **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.
- **Business Hours:** Monday to Friday from 9:00–17:30 (CET/CEST), not including the Dutch Holidays.
- **Dutch Holidays:** New Year's Day (January 1st), Easter Monday, King's Day (April 27th), Ascension Day, Pentecost Monday, Christmas (December 25th and 26th).
- **Travel Costs:** Any costs related to travel, including travel hours, travel costs and lodging in relation to the performance of any Agreement by Ciphix.

2. GENERAL

2.1 Ciphix shall perform the Consultancy Services in a professional and workmanlike manner, exercising reasonable skill, care and diligence, and in accordance with the arrangements and procedures set out in the applicable Agreement and these Ciphix Terms & Conditions.

2.2 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.

2.3 Notwithstanding Article 2.2 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.

2.4 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.

3. SUBSTITUTABILITY

3.1 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.

4. PAYMENT

4.1 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.

5. OVERTIME, TRAVEL COSTS AND ADDITIONAL CHARGES

5.1 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 shall apply. A rate of 150% of the normal hourly pay rate shall apply for any work rendered on Monday to Friday outside of Business Hours.

5.2 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.

5.3 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.

6. REPORTING

6.1 Ciphix shall regularly report on the Consultancy Services rendered under this Agreement. For this purpose, Customer assigns a contact person.

6.2 Ciphix shall also inform the contact person referred to in Article 6.1 of this Schedule II – Consultancy Services 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. DEFINITIONS

The following definitions apply to Schedule III of these Ciphix Terms & Conditions:

- **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.
- **Agile Project Management System: Software** platform that supports the management of agile projects. Examples include Atlassian JIRA, Azure DevOps and Mendix Developer Portal.
- **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.
- **Sprint:** A short timeframe set out by the 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.
- **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. AGILE DEVELOPMENT, WARRANTY, DOCUMENTATION

2.1 Custom Software Development services are rendered by Ciphix to Customer based on the agile software development methodology. Unless otherwise agreed, Ciphix will follow its own software development procedures and processes as stated in this Schedule.

2.2 Customer acknowledges that software developed under an agile methodology is created iteratively and may require ongoing refinement. Except as expressly set out in the Agreement, Deliverables are provided on an "as is" basis and no warranties are given with respect to the Deliverables.

2.3 Ciphix shall perform reasonable quality assurance activities as part of the Custom Software Development Services. Such activities may include testing, reviews and validation by other consultants. Where only one consultant is assigned to a project, Ciphix may facilitate part-time peer reviews by other consultants. Any time spent on quality assurance and peer review activities shall be deemed part of the Services and shall be charged at the applicable rates.

2.4 Unless expressly included in the applicable Statement of Work, estimates and fees do not include the creation of additional documentation relating to the Deliverables.

3. USER STORIES AND RELEASES

3.1 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.

3.2 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.

3.3 Ciphix will only develop functionality that has been documented as an item in the Agile Project Management System.

3.4 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.

3.5 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.

3.6 In any case the Customer deploys and uses the Release in a production environment, the Release shall be accepted by Customer as is.

4. DELIVERY

4.1 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.

5. PROJECT APPROACH – NON-DEFINED AND DEFINED SCOPE

5.1 Unless expressly stated otherwise in the applicable Statement of Work, all Custom Software Development Services shall be performed on a non-defined scope basis. The inclusion of a project description, requirements, specifications, user stories, acceptance criteria, deliverables, estimates, budgets, timelines, milestones, roadmaps or planning in a Statement of Work shall not in itself create a Defined Scope Project.

5.2 In a Non-Defined Scope Project:

(a) Ciphix shall perform the Services on a best-efforts basis and in accordance with generally accepted professional standards;

(b) the scope, requirements, priorities, functionality, deliverables and planning may evolve during the course of the project;

(c) any estimates, budgets, timelines, milestones, capacity indications, roadmaps or projected completion dates are indicative only and do not constitute commitments;

(d) Ciphix shall have no obligation to deliver any specific functionality, deliverable, business outcome, completion date or result unless expressly agreed otherwise in the applicable Statement of Work;

(e) all Services shall be charged on a time and materials basis unless expressly agreed otherwise in the applicable Statement of Work.

5.3 A project shall qualify as a Defined Scope Project only if the applicable Statement of Work expressly designates the project as a “Defined Scope Project”. In the absence of such express designation, the project shall be deemed a Non-Defined Scope Project irrespective of any scope description, requirements, specifications, user stories, acceptance criteria, deliverables, estimates, budgets, timelines, milestones, roadmaps or project documentation.

5.4 For a Defined Scope Project, the applicable Statement of Work shall specify the agreed scope, deliverables, assumptions, acceptance criteria, timeline and commercial terms. Any matter not expressly included in the Statement of Work shall be deemed outside the defined scope.

5.5 Any modification, extension, clarification, refinement or change to the agreed requirements, functionality, deliverables, assumptions or scope, including any work reasonably resulting therefrom, shall constitute additional work, including in relation to any Defined Scope Project, and may result in adjustments to the fees, timeline, deliverables, resources and planning. Unless expressly agreed otherwise in writing, Ciphix shall not be obliged to perform such additional work without corresponding adjustments to the applicable fees and timelines.

6. INTELLECTUAL PROPERTY IN CUSTOM SOFTWARE DEVELOPMENT

6.1 Unless expressly provided otherwise in this Schedule III, all intellectual property rights in and to any Deliverables and any other results of Custom Software Development remain vested in Ciphix in accordance with Article 6 of Schedule I – General.

6.2 Subject to full payment by Customer of all fees and charges due in respect of the relevant Deliverables, Ciphix hereby assigns to Customer, and Customer hereby accepts, all copyrights (auteursrechten) in Deliverables that: (a) have been developed by Ciphix specifically and exclusively for Customer under an Agreement for Custom Software Development, and (b) do not consist of or incorporate Ciphix IP as defined in Schedule I – General. Such assignment is limited to those elements of the Deliverables that are specific to Customer and does not extend to any Ciphix IP.

6.3 To the extent any Deliverable consists of or incorporates Ciphix IP, standard components, templates, accelerators, generic modules, tools, know-how, methods, libraries or other pre-existing or independently developed materials of Ciphix, no intellectual property rights in such Ciphix IP are transferred to Customer. For such elements Ciphix grants Customer a non-exclusive, worldwide, perpetual and royalty-free licence to use them solely as integrated into the Deliverables for Customer’s own internal business purposes.

6.4 If and insofar as the assignment in Article 6.2 requires a separate deed (akte) under applicable law, this Schedule III – Custom Software Development together with the signature page(s) of the Agreement in which this Schedule III is incorporated, constitute such deed. At Customer’s reasonable request and expense, Ciphix shall cooperate in executing any further documents that may be reasonably required to record or perfect the assignment.

6.5 Notwithstanding the assignment in Article 6.2, Ciphix retains the unrestricted right to use and exploit any general ideas, concepts, know-how, techniques and skills acquired or

developed in the course of performing Custom Software Development for Customer, provided that Ciphix does not disclose Customer's Confidential Information when doing so.

