

B1: Specific Terms and Conditions applicable to Agile teams

This document forms a part of the General Terms and Conditions DevOn and applies in addition thereto in the event DevOn provides services by Agile Teams to Client.

Specific Terms and Conditions in provision of Agile teams contains the following articles:

1. Definitions
2. Agreement
3. Composition Software Development Team
4. Required Materials and Locations for the Assignment
5. Rates
6. Working hours and leave of absence
7. Time recording and invoicing
8. Escalation procedure
9. Obligations of Client

1. Definitions

Agile Teams: Services in which a Software Development Team is made available to Client in order to carry out work in the field of information technology for the development of software, that will be developed on the DevOn offshore location in India for the benefit of Client.

Assignment: The sprint objectives to be achieved and to deliver during a number of Sprints based on the functional specifications which are recorded in the form of a product backlog and sprint backlog.

Infrastructure: The hardware and software which the Software Development Team requires in order to be able to properly execute the assignment.

IST: India Standard Time.

Product Owner: representative of Client who is authorized to make decisions for Client and who has direct contact with the Software Development team.

Professional: (IT) Professional who possesses (a part of) the required (software) knowledge and skills and who is deployed by DevOn in the performance of the Agreement.

Scrum Master: Software Engineer who, in the position of “cooperating foreman”, supervises the Software Development Team during the execution of the Assignment and who is certified as Scrum Master.

Services: The service(s) as described in the Agreement.

Sprints: Fixed periods of 2 weeks during which the Software Development Team achieves a sprint objective. DevOn can decide, in consultation with Client, to shorten the Sprint period to 1 week or to extend this to 3 weeks. **Software Development Team:** One or more Professionals who as a team execute the Assignment under the supervision of a Scrum Master and Client.

2. Agreement

- 2.1. The details with regard to the Assignment to be executed will be described in an Agreement.
- 2.2. The Assignment is executed in parts, called Sprints. The nature, contents, sequence and the data of these Sprints are determined by DevOn in consultation with Client. In principle, each Sprint ends with a delivery unless agreed otherwise. A delivery is accompanied by a demonstration of that which was achieved in a Sprint. Client’s representative must be present at this demonstration. Client must no later than within three working days from the demonstration give approval of the delivery. If no reply has been received within this period, the delivery will be deemed to have been accepted and the work will be continued in accordance with the planning.
- 2.3. The Agreement terminates by operation of law after the expiry of the agreed duration.
- 2.4. Each of the parties can unilaterally terminate the Agreement before the end of term if the execution of the assignment can no longer take place in conformity with this Agreement, the accompanying quotation or possible later additional assignment specifications. This must take place in writing stating reasons, and with due regard of a notice period of 90 calendar days.
- 2.5. In this matter, DevOn retains the right to claim payment of the invoices for the activities carried out up to then.
- 2.6. Client can extend the Agreement for a specific period. DevOn will use reasonable endeavours so that the members of the Software Development Team already made available, will be available for this extended period too. However, if no later than 60 calendar days prior to the expiry of the first part of the Agreement, it has not been agreed in writing that the

Agreement is to be extended, DevOn retains the right to assign the members of Software Development Team or the Software Development Team to other potential assignments.

3. Composition Software Development Team

- 3.1. DevOn is responsible for the size and composition of the Software Development Team. The intended starting date will be recorded in the Agreement in mutual consultation. DevOn retains the right to build up and amend the Software Development Team until three months after the intended starting date. If the team is not complete at the intended starting date, the commencement date will be at the time the separate team members commence work.
- 3.2. DevOn will endeavour to maintain the size and composition of the Software Development Team as much as possible during the Agreement. DevOn is entitled, after consultation with Client, to replace a Professional from the Software Development Team by one or more other persons with the same qualifications.
- 3.3. The Client Delivery Lead is responsible for the operational direction of all members of the Software Development Team. The Scrum Master is also the first point of contact of Client with regard to the Assignment. The Product Owner, must have sufficient decision-making powers to be able to make independent and immediate decisions. Client retains, if so desired, the right to enter into direct communication with the individual members of the Software Development Team.

4. Required Materials and Locations for the Assignment

- 4.1. DevOn provides the following facilities for the Software Development Team: workstation, desktop / laptop PCs, Internet facilities, network connections VoIP, VPN client connection. If the facilities that DevOn must provide are not available, Client seeks options give the Software Development Team work relating to the Assignment that does not depend on the facilities that DevOn must provide. In the event that the facilities that DevOn must make available cannot be used for longer than two working days, Client and DevOn will enter into

consultation regarding any consequences for the execution of the Assignment.

- 4.2. Client is responsible for arranging the necessary development licenses, specific development environment on Client side and additional hardware. All received licenses, software and hardware will be returned after the completion of the assignment.
- 4.3. The Assignment will be executed at the business location of DevOn in India or the Netherlands. At Client's request, and if DevOn states this is necessary for the execution of the assignment, work can be carried out at another location, including location(s) of Client in the Netherlands. In all cases the rates and agreements with regard to the hourly wages, reimbursement of travel and subsistence expenses of the members of the Software Development Team will apply.
- 4.4. DevOn is responsible for the flight ticket, visa, costs of overnight stays and other necessary travel and subsistence expenses. This of course under the provision of the granting of a visa. DevOn executes the Assignment in the English language. In the event that the source code and/or other variables are not drawn up in English, Client will, if DevOn requests this, do everything possible to ensure that the Software Development Team knows, in the English language, what is expected of them. In the case that Client fails to provide a decent translation of documents and source code in English, the liability for this stays with Client. All new source code and documentation will be made and drawn up in English.
- 4.5. The required sources and software to be able to make a start with the execution of the Assignment will be delivered by Client in a manner to be stated by DevOn.
- 4.6. DevOn is using WOW (Way of Working) for checking the quality of the process and improving on the process. WOW is a part of the assignment. Client will make his best efforts to support WOW and to give the team the possibility to work accordingly to the principles of WOW.

5. Tarifs

- 5.1. Unless explicitly determined otherwise, the hourly rates relate to a normal working day of

8.5 hours, worked during normal working hours that are specified in article 6.1. In the event that, in accordance with article 6.1, the Professional must carry out overtime, the following rates will apply for each hour worked in overtime:

- for overtime carried out on Monday through to Friday, except for official Indian and Dutch Public Holidays: 150% of the applicable hourly rate per person, per overtime hour worked;
- for overtime carried out on Saturday, Sunday or generally acknowledged Indian and Dutch Public Holidays: 200% of the applicable hourly rate per person per overtime hour worked.

- 5.2. Without prejudice to the provisions of article 5.1, in the event that work must be carried out outside of India at the location of Client, an onsite rate will apply. This rate will be recorded in the Agreement. The onsite rate includes the costs of the airline ticket, visas, overnight expenses and further necessary travel and accommodation expenses. Onsite work must have a minimum duration of 5 working days. The Assignment is completed as soon as the last invoice concerning the executed Services has approved by Client. Client must provide notification of this within a period of 5 days from the date thereof. If Client does not respond within this period then the Assignment will be deemed to have been completed.

6. Working hours and leave of absence

- 6.1. A normal working day for the staff of DevOn amounts to 8.5 hours, in which the work will be carried out during such hours as is determined by DevOn during normal working hours between 8am IST and 8pm IST, on weekdays from Monday through to Friday with the exception of generally acknowledged Indian and Dutch Public Holidays. If the nature of the work to be carried out requires overtime, or when this is requested by Client, DevOn will try to ensure that the Professional carries out this work. This will be done in mutual consultation between Client, DevOn and the Professional.
- 6.2. No approval from Client is required for the taking of days of holiday and leave, normal at DevOn. DevOn will consult with the Client in order to coordinate the holidays when possible.

7. Time recording and invoicing

- 7.1. The Scrum Master of the Software Development Team will submit to Client, to be approved by Client, after the expiry of a month, a timesheet of the hours actually worked for the benefit of Client. If Client does not object to the timesheet within two working days, it will be deemed to have been approved. After the approval of the hour overview, DevOn will send the invoice for the activities carried out during the previous month. The invoice is based on the approved overview and the agreed rates and working hours.

- 7.2. DevOn delivers quality software products. To ensure the quality of the services, DevOn has a meeting structure that contributes to the work executed for Client.

The following kind of meetings will be billed to Client:

- Management meetings regarding the work executed for Client;
- Technical sessions to improve the technical knowledge of Professionals;
- Company meetings that contribute to the development of Professionals like Big Sprint day.

The Scrum master will have additional meetings that contribute to the quality of products and therefor are billed to Client:

- WoW Next
- Updating KPI's, billing hours
- WoW Audit

Any efforts made by Managing Director India, auditors or external trainers will not be billed to Client.

- 7.3 The software development team has one or more back up developers. The backup developer will take over the work of a Professional who is absent due to leave or sickness. The backup developer will not be billed for his efforts, but the billable hours of the other team members will be billed with a markup regardless if the backup developer has made any backup efforts to the team. The markup will only be charged if the backup developer is a part of the team.

8. Escalation procedure

- 8.1. If problems occur in the cooperation with DevOn, Client must follow the Escalation procedure. The Escalation procedure consists of the following steps:
 - Client contacts the Scrum Master to resolve a problem. If Client and Scrum Master cannot reach a resolution within 2 working days, then the next step follows;
 - Client contacts the Client Delivery Lead to resolve a problem. If Client and the Client Delivery Lead cannot reach a resolution within 3 working days, then the next step follows;
 - Client contacts the responsible Managing Director India. If Client and the Managing Director India cannot reach a resolution within 5 working days, then the next step follows;
 - Client contacts Global CEO in the Netherlands. Thereupon a resolution will be sought in consultation.

9. Obligations of Client

- 9.1. Client undertakes to guarantee that, where the cooperation of its own staff is necessary for the execution of the Services, this staff will possess the necessary skills and experience for the tasks that are assigned to them and that this staff will be available at the points in time as will be agreed by parties.
- 9.2. Furthermore, this staff will be informed by Client about the Assignment and DevOn' working methods.
- 9.3. If at any point in time during the execution of the Services, Client notices or suspects that DevOn is proceeding from false assumptions, or as the case may be that Client realizes the assignment is heading the wrong way, Client will inform DevOn of this promptly in writing.
- 9.4. In case of loss of time, caused by delay due to noncompliance with the conditions stated in this article, Client will permit DevOn such an extension of the delivery date until the work to be carried out is concluded. Furthermore, all expenditures and damage that arise because the provisions of this article have not, or not in a timely manner, been complied with are fully for the account of Client.