

# General Terms and Conditions | DevOn

## Version Q2 2024

These are the general terms and conditions of Devon India-NL B.V., located at (2612CT) Delft at Brassersplein 1 and registered with the Chamber of Commerce under number 39084661 and all subsidiary, parent and affiliated companies associated with DevOn India-NL B.V. (hereinafter referred to as "DevOn"). You contract with DevOn India-NL B.V. or the company (or companies) within the group individually. The company with which you enter into an agreement will be identified in DevOn's offer.

These general terms and conditions are divided into several modules. Module A contains general provisions that apply to all agreements that clients enter into with DevOn, regardless of the service provided. The provisions in Module B apply in addition if DevOn carries out agile development work under the agreement. The provisions in Module C apply in addition to the Consultancy Services provided by DevOn. The provisions in Module D apply in addition if DevOn offers Training Services under the agreement. The general terms and conditions consist of the following Modules:

### Module A: General

#### Article A.1. Definitions

A.1.1. General Terms and Conditions: the current general terms and conditions of DevOn, with or without specific conditions as mentioned above.

A.1.2. Agile Teams: Services where a Software Development Team is made available to the Client to carry out work in the field of information technology for the development of Materials for the Client.

A.1.3. Consultancy Services: services where the Professional focuses on advising the Client on the use of information technology, whereby the tasks consist of advising and implementation. The execution of training courses on the Client's premises does not fall under Consultancy Services but are Training Services.

A.1.4. Services: the performance(s) as described in the Agreement concluded between DevOn and the Client, including but not limited to Training Services and Consultancy Services.

A.1.5. In company Training Courses: Training courses that are provided by (or on behalf of) DevOn at the Client's location (Training Service).



A.1.6. Infrastructure: The hardware and software that the Software Development Team needs to be able to carry out the Assignment properly.

A.1.7. Intellectual Property Rights: all intellectual property rights and related rights, including but not limited to copyrights, database rights, rights to domain names, trade names, trademark rights, design rights, neighboring rights, patent rights, and rights to know-how.

A.1.8. Materials: all files, data, (web) applications, training materials, folders, concepts, images, texts, sketches, logos, documentation, advice and reports in the broadest sense of the word made available by DevOn to the Client, including preparatory material and the data carriers on which the Materials are stored.

A.1.9. Offer: an offer from DevOn both in writing or via the website.

A.1.10. Assignment: A Service consisting of the development, configuration and/or adaptation of Materials.

A.1.11. Client: Any (legal) person who has entered into an Agreement with DevOn or responds to or requests an offer or quotation.

A.1.12. Open Roster Training Courses: Training courses that are given at DevOn's location or at a location to be determined by DevOn.

A.1.13. Training Services: services where DevOn focuses on training (personnel of) the Client in the field of information technology, not being Consultancy Services.

A.1.14. Agreement: the agreements made in writing or electronically by means of offer and acceptance, on the basis of which DevOn performs Services for the benefit of the Client and to which these General Terms and Conditions apply.

A.1.15. Product Owner: The Client's representative who is authorized to make decisions for the Client and who has direct contact with the Software Development Team.

A.1.16. Professional: An (IT) Professional who has (part of) the required (software) knowledge and skills and who is deployed by DevOn for the execution of the Agreement.

A.1.17. Party(ies): the parties to the Agreement, DevOn and the Client together or separately.

A.1.18. Scrum Master: Software Engineer who, in the role of "working foreman", guides the Software Development Team in the execution of the Assignment and is certified as a Scrum Master.



A.1.19. Software Development Teams: One or more Professionals who, as a team, under the guidance of a Scrum Master, carry out the Assignment and develop Materials.

A.1.20. Sprints: The period to be agreed upon or agreed upon in consultation in which the Software Development Team realizes a sprint goal (and carries out programming work for this purpose). DevOn may decide in consultation with the Client to shorten or extend the Sprint period.

## **Article A.2. General provisions**

A.2.1. The terms and conditions stated in these General Terms and Conditions apply to all offers, including Quotations, order confirmations and the performance of (additional) work by or on behalf of DevOn and the performance of (future) Contracts.

A.2.2. The specific modules apply if the Services requested or offered fall within the scope defined in the module. If a specific module applies and contains provisions that differ from Module A, the provisions in this specific module take precedence over the provisions in Module A. In all other respects, the modules are complementary to each other.

A.2.3. Deviations from the General Terms and Conditions are valid and binding only if expressly agreed upon in writing. An amendment will have to be signed by authorized representatives of both Parties.

A.2.4. The applicability of any general or specific terms and conditions or stipulations of the Client are hereby expressly rejected by DevOn.

A.2.5. In the event of the nullity, in whole or in part, or otherwise invalidity of one or more provisions of the Agreement, the remaining provisions shall remain in force and the Customer and DevOn shall consult in order to agree on new provisions to replace the null or nullified provisions, taking into account as far as possible the object and purport of the null or nullified provisions.

A.2.6. In the event of any conflict between different documents, the following order of precedence shall apply:

- a. Approved Quotation
- b. General Terms and Conditions

## **Article A.3. Conclusion of the Agreement.**

A.3.1. Any Quotation or other offer made by DevOn is without obligation and valid for a period of fourteen (14) days, unless expressly stated otherwise. DevOn is not obliged to



accept an acceptance after the expiry of this period, but if DevOn does so, the Quotation or offer is still deemed to have been accepted. DevOn reserves the right to make changes to Offers or to withdraw Offers at any time.

A.3.2. The Client warrants that it provides, to the best of its knowledge, all essential information for the design and execution of an order for the conclusion of an Agreement.

A.3.3. If it transpires that the data provided by the Customer in the application or Agreement were incorrect, DevOn is entitled to adjust the prices accordingly and charge the Customer as additional work.

A.3.4. The Contract is formed after the Offer or other offer to perform Services is accepted by the Customer. If DevOn deems it necessary, it will request the Client to sign a document and the Agreement will only come into effect after the document has been signed by the Parties.

#### **Article A.4. Execution of the Agreement.**

A.4.1. Once the Agreement has been formed, DevOn shall make every effort to perform the services under the Agreement to the best of its knowledge and ability, where appropriate in accordance with the arrangements and procedures recorded in writing with the Client.

A.4.2. Furthermore, Prowareness shall endeavor to represent Client's interests to the best of its ability and strive to achieve a result that is useful to Client. However, Prowareness cannot guarantee that the work will always achieve the result desired by Client and shall never be liable for not achieving the result Client intended, unless otherwise agreed.

A.4.3. All (delivery) deadlines announced by DevOn are indicative and shall only count as deadlines if they are expressly agreed as such in writing between DevOn and the Client in no uncertain terms.

A.4.4. DevOn has the right to engage third parties, i.e. persons or legal entities not associated with it, to perform the Agreement. When engaging third parties, DevOn shall as far as possible consult with the Customer in advance. DevOn is not liable for loss or damage resulting from any act or omission by third parties it engages.

A.4.5. To enable proper and timely delivery of the Services, the Client shall provide all support required by DevOn. Furthermore, the Client shall, of its own accord or at DevOn's request, provide all data, materials and/or information required for the performance of the Assignment. The Client itself is responsible for providing correct data, materials and/or information. DevOn is not responsible or liable for any errors or damage if the Client has supplied incorrect data. The Client indemnifies DevOn against claims (from third parties) in this regard.



A.4.6. Client guarantees the accuracy, completeness and reliability of the data, even if it comes from third parties. The period within which Prowareness must perform the Agreement shall not commence until all requested and required data and information have been received by Prowareness. Furthermore, Prowareness shall be entitled to charge the Client for any additional costs resulting from the delay at its usual rates.

A.4.7. Client warrants that, where the cooperation of its own personnel is necessary in the performance of the Services, such personnel will possess the necessary skills and experience for the tasks assigned to them and that such personnel will be available at the times agreed upon by the Parties. Furthermore, such personnel will have been properly briefed by the Client on the Assignment and DevOn's operating procedures.

A.4.8. DevOn may use the Client as a reference.

A.4.9. All work to be performed by DevOn shall be performed under the direction and supervision of DevOn.



## Article A.5. Prices and payment

A.5.1. Unless otherwise agreed between the Parties, all prices are in euros and are exclusive of sales tax (VAT) and other government-imposed charges.

A.5.2. Effective 1 January of each year, DevOn is entitled to increase the rates of current Contracts on the basis of the change in the monthly price index figure according to the consumer price index (CPI), all households series (2006=100), published by Statistics Netherlands (CBS).

A.5.3. DevOn is in all cases entitled to adjust the agreed prices and rates by means of a written notification to the Customer for performances that, according to the relevant schedule or under the Agreement, will be delivered at a time at least three months after the date of this notification.

A.5.4. If the Customer does not wish to agree to an adjustment of prices and rates notified by DevOn as referred to in A.5.3, the Customer is entitled within five working days of the said notification to terminate the Agreement in writing by the date stated in DevOn's notification on which the price or rate adjustment would take effect, or to cancel further performance of the Agreement. Services provided after the termination date shall be invoiced at the price or rate before adjustment.

A.5.5. All amounts relating to the Service(s) shall be payable monthly in arrears in each case, unless otherwise agreed by the Parties.

A.5.6. Payments shall be made within thirty (30) days of the invoice date, unless otherwise agreed in writing.

A.5.7. If the Customer fails to pay the amounts due within the agreed period as stipulated in A.5.6, the Customer is in default by operation of law, without a prior demand for payment or notice of default being required. In such a case, DevOn is entitled to charge the Customer the statutory interest rate for commercial transactions on the amount or (if higher) an interest rate of 10% on an annual basis of the invoice amount.

A.5.8. If the Customer continues to fail to pay the claim even after notice of default, DevOn has the right to hand over the claim and/or suspend the agreed performance until the outstanding amounts have been paid in full. In such a case, both the judicial and extrajudicial costs, including all costs relating to the collection of this claim or the exercise of justice otherwise, the amount of which is set at a minimum of 15% of the total amount, but at least €1,000, shall be borne by the Customer. In that case, the Customer is also required to compensate the loss suffered by DevOn from the time of suspension.



A.5.9. DevOn is at all times entitled to require the Customer to provide security by paying an advance or even full payment in advance, before DevOn proceeds to perform the Contract. DevOn is entitled to set off advances against outstanding payments, regardless of which Contract the advances or outstanding payments relate to.

A.5.10. Complaints arising from invoices must be submitted to DevOn in writing only and within 5 business days of the invoice date. Complaints that reach DevOn by other means or later than the aforementioned period are of no value and may not have any legal effect.

A.5.11. All amounts invoiced to the Client must be paid without setoff or discount. Client shall not be permitted to set off outstanding payments against outstanding payments to Client. The Client does not have the right to suspend payment obligations to DevOn.

A.5.12. In respect of the Service(s) performed by DevOn and the amounts owed by the Customer for them, the relevant documents and data from DevOn's records or systems provide compelling and complete proof, without prejudice to the Customer's right to provide evidence to the contrary.

## **Article A.6. Additional Work**

A.6.1. If the Customer requests DevOn to perform additional work or services that are outside the scope of the Agreement, or requests additional work, the Parties shall consult about it and DevOn may make an offer. DevOn will not perform the additional work until the Customer has accepted the offer.

A.6.2. For additional work which DevOn can demonstrate is reasonably necessary for the provision of the Services, or which reasonably follows from the Client's instructions, DevOn does not require approval. Such work will be performed on an after-the-fact basis at DevOn's hourly rate applicable at the time the work is performed. Other costs incurred may also be charged.

A.6.3. DevOn has the right to refuse the request for additional work.

## **Article A.7. Contract term and termination**

A.7.1. The term of the Agreement shall be fixed in the Agreement. If no term is specified and DevOn undertakes to perform Services specified in that Agreement for a longer period, the Agreement is entered into for an indefinite period.

A.7.2. The parties may terminate the Agreement in writing with due observance of a notice period of at least one (1) month, unless a different notice period has been agreed upon in the Agreement. The parties will never be liable for any compensation in the event of lawful termination.



A.7.3. Each Party is authorized to rescind all or part of an Agreement with immediate effect, without further notice and without prior judicial intervention, and/or cancel any payment if:

- a. The other Party commits a material breach of any obligation under the Agreement and such breach is not remedied within four weeks of written notice thereof by such Party;
- b. The other Party applies for a suspension of payment;
- c. The Other Party has filed for bankruptcy or has been declared bankrupt or has come under the statutory regulation of debt restructuring;
- d. The goods - within the framework of an Agreement or attachments - made available by or on behalf of the other party are seized and this seizure is not lifted within one week;
- e. The other party is a legal entity and a third party acquires shares in or all or part of the assets of the other party, as a result of which the other party comes under the control of the third party. The other party must notify the other party of this immediately.
- f. The other party is a legal entity and it is dissolved.

A.7.4. In all cases in which the Agreement with the Client terminates, the terms described in these General Terms and Conditions shall continue to govern the relations between the Parties.

## **Article A.8. Intellectual Property Rights.**

A.8.1. All Intellectual Property Rights vested in the Service and Materials made available by DevOn are and shall remain vested in DevOn or its licensors, unless otherwise agreed.

A.8.2. Unless otherwise agreed, the Client is granted a non-exclusive, non-transferable and non-sublicensable right to use the Service and the Materials for the duration of the Agreement and in accordance with the terms and conditions set forth in the Agreement.

A.8.3. Client is not entitled to make any changes to the Services and is not entitled to a copy of the source files of the Services, except as permitted by mandatory law.

A.8.4. DevOn may take (technical) measures to protect the Services. If DevOn has taken such security measures, the Client is not permitted to circumvent or remove such security.

A.8.5. The Client is not permitted to remove or modify any indication of Intellectual Property Rights from the Services and Materials. It is also not permitted to remove indications of confidentiality from the Services or Materials.





A.8.6. All Intellectual Property Rights vested in Materials supplied by the Client shall remain vested in the Client. The Client shall indemnify DevOn against any third party claims based on the infringement of an (Intellectual Property) right due to Materials as originating from the Client or its end users.

## **Article A.9. Confidentiality**

A.9.1. During the term of the Agreement and thereafter, the Parties shall treat the information of the other Party and its customers as confidential and not disclose it to third parties, nor make unauthorized use - internally or externally - of any information obtained before, during or after the performance of the Agreement when such information is marked as confidential or when the receiving Party knows or should reasonably suspect that the information was intended to be confidential.

A.9.2. The Parties are obliged to impose the duty of confidentiality referred to in A.10.1 or a similar provision also on their employees and third parties engaged by them for the performance of the Agreement.

A.9.3. The parties shall ensure that Confidential Information receives the same level of protection against unauthorized access or use as its own Confidential Information, but at least a reasonable level of protection.

A.9.4. The obligation of confidentiality will not apply if a Party can demonstrate that:

- a. the information was already publicly available;
- b. the information was already known to that Party prior to being made available;
- c. the information was received from a third party without violation of a confidentiality agreement;

A.9.5. The Parties shall keep confidential information strictly confidential and use it only to the extent necessary for the performance of the Agreement.

A.9.6. If a Party receives an order to release Confidential Information from a competent authority, it shall be entitled to do so. However, the releasing Party shall be informed of the order as soon as possible (and in any event before the release of the Confidential Information), unless this is not permitted. If the Providing Party indicates that it wishes to take measures against the order (for example, through summary proceedings), the Receiving Party shall wait with release until this has been decided, to the extent permitted by law.

A.9.7. The obligation of confidentiality shall survive termination of the Agreement for as long as the providing Party can reasonably claim the confidentiality of the information.



## Article A.10. Liability

A.10.1. DevOn's liability to a Customer for direct damage arising from or relating to the performance of an Agreement is limited to the amount paid out in the case in question under the professional or business liability insurance taken out by DevOn. Information about DevOn's professional and business liability insurance will be sent upon request.

A.10.2. If and to the extent that no payment is made under the said insurance policies for any reason whatsoever, the total liability, on account of an attributable failure to perform an Agreement or otherwise, is limited per event (whereby a series of related events counts as a single event) to that which the Client paid DevOn under the Agreement in the six months preceding the month in which the loss-causing event occurred. In no event shall the total compensation for any loss exceed €50,000 (fifty thousand euros) on an annual basis.

A.10.3. The limitations of liability also apply in the event that DevOn is liable for errors made by third parties engaged by DevOn or for the improper functioning of equipment, software, data files, registers or other items used by DevOn in the performance of the Agreement, none of which are excluded.

A.10.4. Any claim for compensation shall lapse six months after the start of the day following the day on which the Client became aware of the damage and of DevOn as the person liable for it. If the Client appoints a third party to settle the claims, the Client shall remain jointly and severally liable for them, in addition to that third party.

A.10.5. In securing the data of its customers and third parties, DevOn takes all care that can reasonably be expected of it. However, DevOn is not liable for loss of data or unauthorized access to data that occurs despite the care taken by DevOn. Nor is DevOn liable for loss of data or unauthorized access that arises when data is transmitted over public networks or when using third party networks and systems. The Client agrees that DevOn uses digital communication tools and services, including cloud services, for storage and transmission of data.

A.10.6. DevOn is not liable for any damages that occur as a result of written or oral instructions provided by the Client. Client is fully responsible for the information provided by it.

A.10.7. Client shall indemnify DevOn against any claims that may result including but not limited to product liability. Client is responsible for integration testing and acceptance testing of all products developed by DevOn pursuant to Services performed.

A.10.8. Neither Party shall be liable for delays or reduced services if the cause is beyond the responsibility of a Party.



A.10.9. No other requirements or warranty obligations of any kind shall apply to DevOn. Under no circumstances shall DevOn be liable under the Agreement, in tort or otherwise for indirect or consequential damages, including but not limited to lost profits, lost orders or contracts, the marketability, suitability, operation and use of any product (including Materials) resulting from the Services provided.

#### **Article A.11. Force Majeure**

A.11.1. If, when force majeure occurs, DevOn has already fulfilled part of its obligations, or can only partially fulfill its obligations, DevOn is authorized to invoice separately the Service already supplied or the deliverable part of the Service, respectively, and the Customer is required to pay this invoice as if it were a separate Contract.

A.11.2. For the purposes of this article, force majeure on the part of DevOn is defined as: any circumstance beyond DevOn's control that prevents it from fulfilling its obligations to the Customer in full or in part or as a result of which fulfilment of such obligations cannot reasonably be required of DevOn, regardless of whether that circumstance could have been foreseen at the time the Agreement was entered into. Such circumstances include in any case, but are not limited to: obligations imposed by the government that have consequences for the provision of the Service, failures in systems that are part of the internet, failures in the telecommunications infrastructure and failure of DevOn's power supplies.

#### **Article A.12. Privacy**

A.12.1. The parties warrant that in performing the Agreement they will act in accordance with all applicable laws and regulations regarding the protection of personal data.

A.12.2. Insofar as personal data are processed in the context of providing the Services and/or performing the work, the Parties will conclude a separate processing agreement. At the start of the assignment, both Parties will determine whether a processor agreement will be agreed upon.

#### **Article A.13. Other**

A.13.1. The Agreement shall be governed exclusively by Dutch law.

A.13.2. In the event of any conflict between the Dutch text of these General Terms and Conditions and the English text of these General Terms and Conditions, the Dutch text shall prevail.

A.13.3. DevOn is entitled to assign its rights and obligations under the Agreement to third parties who take over the Services or the relevant business activities of DevOn. In the event of such transfer, the Customer may terminate the Agreement, unless the transfer takes place in



connection with the transfer of a business to which both those obligations and the rights stipulated against them belong.

A.13.4. The Client is not permitted to transfer rights and obligations under the Agreement to third parties without DevOn's written consent.

A.13.5. Any disputes shall be settled by the Dutch court in The Hague.



## Module B: Agile teams

### Article B.1. Development Methodology

B.1.1. The Assignment will be performed in parts, called Sprints. The nature, content, sequence and dates of these Sprints will be determined by the Parties in consultation. Each Sprint ends in principle with a delivery of Materials, unless otherwise agreed. A delivery is accompanied by a demonstration of the realized in a Sprint. The Client's representative must be present at this demonstration. Client must approve the delivery no later than three working days after the demonstration. If no response is received within that period, the delivery shall be considered accepted and work shall continue as scheduled.

B.1.2. Before DevOn will perform work on behalf of the Client in connection with the realization of Materials, the Parties will agree in writing what hourly rate DevOn will charge and how these hours will be charged to the Client.

B.1.3. The Client may request to extend the Agreement for a definite or indefinite period of time. DevOn shall make reasonable efforts to ensure that members of the Software Development Team already provided are also available for the extension. However, if it is not agreed in writing at least 60 calendar days before the term of the Agreement expires that the Agreement will be extended, DevOn reserves the right to assign members of the Software Development Team concerned, or the entire Software Development Team, to other (potential) assignments.

### Article B.2. Composition of Software Development Teams.

B.2.1. DevOn is responsible for the size and composition of the Software Development Team. The intended start date will be mutually agreed upon in the Agreement. DevOn reserves the right to compose and change the Software Development Team up to three months after intended start date. If the Software Development Team is not complete on the intended start date, the Agreement will commence when the first members of the Software Development Team start.

B.2.2. DevOn will make every effort to maintain the size and composition of the Software Development Team as much as possible during the Agreement. DevOn is entitled, after consultation with the Client, to replace a Professional from the Software Development Team with one or more other persons with the same qualifications.

B.2.3. The Client Delivery Lead is responsible for the operational management of all members of the Software Development Team. The Scrum Master is also the Client's first point of contact regarding the Engagement. The Client's representative, the Product Owner, must have sufficient authority to make decisions independently and directly. If desired, the Client



does retain the right to enter into direct communication with the Software Development Team.

### **Article B.3. Intellectual Property Rights.**

B.3.1. In its development work, DevOn is entitled to use both (standard) software developed by DevOn itself and open source software. The Intellectual Property Rights vested in the aforementioned Software shall remain vested in DevOn or its licensors.

B.3.2. Under the suspensive condition of full payment of all claims DevOn has or may obtain against the Client, the Client is granted a perpetual and unrestricted right to use the Materials developed exclusively for the Client as it sees fit.

B.3.3. DevOn shall, upon request, provide the source code of the Materials developed exclusively for Client to Client via a source code repository that Client can access via the Internet.

B.3.4. If DevOn has incorporated open source software in the Materials developed exclusively for the Client, DevOn will indicate which open source licenses apply to it. The Client shall comply with these open source licenses and indemnify DevOn from all consequences of non-compliance by the Client.

### **Article B.4. Supplies and locations Assignment**

B.4.1. DevOn shall provide the following facilities for the Software Development Team: workstation, desktop/laptop PCs, internet facilities, network connection, voip, vpn connection. If the facilities DevOn is required to provide are not available, the Client shall make every effort to provide the Software Development Team with work in relation to the Assignment that does not depend on the facilities DevOn is required to provide. If the facilities to be provided by DevOn cannot be used for more than two working days, the Client and DevOn shall enter into consultation regarding the possible consequences for the performance of the Assignment.

B.4.2. The Client is always responsible for providing any necessary (software) development licenses, specific development environments on the Client's side and any necessary hardware. All hardware received shall be returned upon termination of the Agreement. Furthermore, DevOn shall discontinue the use of licenses and software obtained by the Client or its licensors after termination of the Assignment.

B.4.3. The Assignment shall be performed at DevOn's premises. At the request of the Client and if DevOn confirms that it is necessary for the proper execution of the Assignment, work may be performed at another location, including the Client's location(s).



B.4.4. DevOn shall perform the Assignment in the English language. In case the source code and/or other variables are not written in English, the Client shall, if requested by DevOn, ensure that the Software Development Team knows what is expected of them in the English language. All new source code and documentation will be created and drafted in the English language.

B.4.5. The sources and programs required to begin execution of the Assignment shall be provided by the Client in a manner to be specified by DevOn.

B.4.6. DevOn uses WOW (Way of Working) to check and improve the quality of the execution of the Assignment. WOW is therefore part of the Assignment. Client shall make every effort to support WOW and enable the team to work according to the principles of WOW.

## **Article B.5. Rates**

B.5.1. Unless otherwise expressly provided, hourly rates shall relate to a normal working day of 8.5 hours, worked during normal working hours as provided in Article B.6. In the event that the Professional is required to work overtime, the following rates will apply for each hour of overtime worked:

- a. for overtime worked on Monday through Friday, excluding generally recognized Indian and Dutch holidays: 150% of the applicable hourly rate per person, per hour worked;
- b. for overtime worked on Saturdays, Sundays or generally recognized Indian and Dutch holidays: 200% of the applicable hourly rate per person for each hour worked.

B.5.2. Notwithstanding the provisions of B.4, in the event that work is to be performed outside India at the customer site, an on-site rate will apply. This rate will be stipulated in the Agreement. The on-site rate shall include the cost of airfare, visa, lodging and further necessary travel and accommodation expenses, unless otherwise agreed. On-site work should have a minimum scope of 5 working days.

B.5.3. The Assignment is completed once the last invoice regarding the Services performed has been paid by the Client.

## **Article B.6. Working hours and leave**

B.6.1. A normal working day for DevOn's personnel is 8.5 hours, in which work shall be performed at such hours as determined by DevOn during normal working hours between 8:00 a.m. and 8:00 p.m. local time, on weekdays from Monday through Friday, excluding generally



recognized Indian or Dutch holidays. When the nature of the work to be performed so requires, or when requested by the Client, DevOn shall endeavor to arrange for the Professional to perform such work at other hours or to work a reasonable amount of overtime. This shall be done by mutual agreement between the Client, DevOn and the Professional.

B.6.2. No approval of the Client will be required for taking vacation and leave days customary at DevOn. DevOn will consult with the Client in order to coordinate vacations whenever possible.

#### **Article B.7. Time recording and invoicing.**

B.7.1. The Scrum Master of the Software Development Team will submit a statement of actual hours worked to Client for approval at the end of the month. If Client does not protest the summary within five business days, it will be considered approved.

B.7.2. Upon approval of the timesheet, DevOn will send the invoice for the work performed in the preceding month. The invoice is based on the approved timesheet and the rates and work hours as agreed upon. DevOn provides high quality software products. To ensure the quality of services, DevOn has a meeting structure that contributes to the work performed for Client. The following meetings are billed to Client:

- a. Management meetings related to the performance of work for Client;
- b. Technical sessions for the purpose of improving the Professionals' technical knowledge;
- c. Company meetings that contribute to the development of Professionals such as Big Sprint Day.
- d. The Scrum Master has additional meetings that contribute to the quality of the product and are therefore billed to Client:
- e. WoW Next;
- f. Updating KPIs, timesheets;
- g. WoW Audit.

B.7.3. The Software Development Team shall have one or more back up Professionals. The back up Professional takes over the work of a Professional who is absent due to leave or illness. The work of the back up Professional will not be billed to Client. Instead, a mark up is charged on the hours worked by the other team members regardless of whether the back up





Professional performed back up work. The mark up will only be charged if the back up Professional is part of the team.

## **Article B.8. Escalation procedure**

B.8.1. If problems arise in the cooperation with DevOn, Client must follow the Escalation Procedure. The Escalation Procedure has the following steps:

- a. Client contacts the Scrum Master to resolve an issue. If Client and Scrum Master do not reach a solution together within 2 business days, the next step will follow.
- b. Client contacts the Client Delivery Lead in India. If Client and Client Delivery Lead do not reach a solution within 3 business days, the next step follows.
- c. Client contacts responsible Managing Director India. If Client and the Managing Director India do not reach a solution within 5 business days, the next step will follow.
- d. Client will contact the Global CEO. A solution will then be sought in consultation.

## **Article B.9. Duties of Client**

B.9.1. If at any time during the performance of the Services, the Client notices or suspects that DevOn is making incorrect assumptions or is going down the wrong path in fulfilling the Assignment, the Client shall notify DevOn of this in writing without delay. After the written notification from the Client, the parties shall enter into joint consultations to reach a suitable solution.

B.9.2. In the event of loss of time caused by delay due to failure to meet the conditions set out in this article, the Customer shall grant DevOn such an extension of the delivery time until the work to be performed is completed. Furthermore, all charges and losses arising as a result of the conditions set out in this article not being met or not being met on time shall be borne in full by the Client.



## Module C: Consulting services

### Article C.1. Performance of Consulting Services.

C.1.1. Upon formation of the Agreement, DevOn will assign a Professional to the assignment to be performed.

C.1.2. DevOn reserves the right to suspend the performance of the Consultancy Services if on the commencement date the Client has not confirmed the performance of the relevant Consultancy Services by signing an Agreement.

C.1.3. If the Agreement is performed on a project basis where a number of half-days is specified in the Agreement, Client shall deploy the number of purchased half-days during the contract period specified in the Agreement. If at the end of the contract period specified in the Agreement a number of purchased half-days (or number of hours as previously agreed), remains unused, these will be invoiced at the rate specified in the Agreement after the end of the contract period.

C.1.4. If the Consulting Service is performed on an on-call basis, the Professional's deployment is subject to Professional availability. DevOn reserves the right to assign a Professional to be deployed at the time of request for deployment. When the Client wishes to deploy a Professional, it must send a written request to the deployed Professional. After confirmation of the deployment by DevOn, it is not possible for Client to suspend and/or cancel the deployment.

C.1.5. Client may request to extend the Agreement for a definite period of time. DevOn shall make reasonable efforts to ensure that the Professional already made available is also available for the extension. However, if it is not agreed in writing at least 60 calendar days before the expiry of the Agreement that the Agreement will be extended, DevOn reserves the right to assign the Professional concerned to other potential assignments as well.

### Article C.2. Rates

C.2.1. Unless otherwise expressly agreed in writing, hourly rates shall relate to the working hours as mentioned in C.3.1. In the event that, pursuant to Article C.3, the Professional is required to work overtime, the following rates will apply for each hour of overtime worked:

- a. for overtime performed on Monday through Friday, excluding generally recognized Dutch holidays: 150% of the applicable hourly rate per person per hour worked;
- b. for overtime performed on Saturday, Sunday or generally recognized Dutch holidays: 200% of the applicable hourly rate per person per hour of overtime worked;



c. for standby shifts, 50% of the applicable hourly rate.

C.2.2. DevOn's rates are based on commuting expenses (travel time and mileage) from the Professional's home to the Client's (nearest) location or the location specified by the Client insofar as it differs from the Client's (nearest) location. Travel costs (time and mileage) to (an) other location(s) shall be borne by the Client.

C.2.3. Without prejudice to the provisions of C.2.1, if assignments are to be performed outside the Netherlands, in addition to the agreed hourly rate, the actual costs incurred by DevOn in making Professional(s) available abroad shall also be charged.

C.2.4. The performance of Consulting Services is completed once the last invoice relating to the Consulting Services performed has been paid by Client.

### **Article C.3. Working hours and leave**

C.3.1. A normal working day for DevOn's personnel is 8 hours, in which the work shall be performed at such hours as determined by DevOn during normal working hours between 8:00 a.m. and 6:00 p.m., on weekdays from Monday through Friday, excluding generally recognized Dutch holidays. When the nature of the work to be performed so requires, or when requested by the Client, DevOn shall endeavor to arrange for the Professional to perform this work at other hours or to work a reasonable amount of overtime. This shall be done by mutual agreement between the Client, DevOn and the Professional and upon the express consent of the Client.

C.3.2. No approval of the Client will be required for the Professional to take vacation and leave days customary at DevOn. DevOn will consult with the Client to coordinate vacations whenever possible.

C.3.3. The Professional is expected to attend the weekly DevOn company meeting. These hours will not be charged to the Client.

C.3.4. DevOn shall make reasonable efforts to ensure that the Professional provided remains available for work during the term of the Agreement during the agreed days and hours. Even if the Agreement is entered into with a view to performance by a specific Professional, DevOn is always entitled - after consultation with the Client - to replace the Professional with one or more other Professionals with the same qualifications.

### **Article C.4. Time recording and invoicing**

C.4.1. Even in the event that the Client uses a timekeeping form, the hours booked in DevOn's timekeeping system will be billed for invoicing purposes. The data from DevOn's timekeeping system shall be leading at all times.



C.4.2. Unless otherwise agreed, DevOn will invoice each Professional for each calendar month based on the time sheet and rates as agreed. At the Client's first request, DevOn will provide a written summary of the time sheet.

#### **Article C.5. Duties of Client**

C.5.1. DevOn personnel shall be able to interact with and have access to the Client's premises and buildings at all reasonable times.

C.5.2. If at any time during the performance of the Consulting Services, the Client perceives or suspects that DevOn is assuming incorrect assumptions or is taking the wrong course of action in fulfilling the assignment, the Client shall promptly notify DevOn in writing. After the Client's written notification, the parties shall enter into joint consultations to reach a suitable solution.

C.5.3. In the event of loss of time caused by delay due to failure to meet the conditions set out in this article, DevOn shall be granted such an extension of the delivery time by the Client until the Consulting Services to be performed have been completed. In addition, all charges and damages arising as a result of failure to comply or comply on time with the provisions of this article shall be borne in full by the Client.



## Module D: Training services

### Article D.1. Registration Training Services

D.1.1. Applications for Open Roster Training Services must be made through an online form to be completed by the Client on the DevOn website.

D.1.2. The agreement to provide Open Rooster Training Programs between the Client and DevOn comes into effect when the Client has received written confirmation of registration from DevOn. DevOn reserves the right to reject applications to Open Rooster Training on the basis of reasons of its own, which shall in no case be unreasonable.

### Article D.2. Cancellation

D.2.1. After confirmation of the Open Rooster Training or In Company Training, cancellation by Client is possible up to 30 days before the start of the training.

D.2.2. After confirmation of the Open Rooster Training or In Company Training, rescheduling of a training course by Client is possible up to 20 days before the start of the training course.

D.2.3. If the Agreement, regardless of the reason, is cancelled within 30 days prior to commencement, Client will be charged 100% of the course fee.

D.2.4. If the Client requests the rescheduling of a training course within 20 working days before the start of the Open Rooster Training or In Company Training and DevOn agrees to this request, 100% on top of the initial course fee will be due.

D.2.5. Open Roster Courses or In Company Courses once rescheduled in accordance with Article D.2.4, cannot be rescheduled or rescheduled again.

D.2.6. Shifts can only be given in writing and must be in DevOn's possession prior to the deadlines set forth above. Shifts are valid only when confirmed in writing by DevOn.

D.2.7. DevOn reserves the right to change the times and/or location of Open Rooster Training after the conclusion of the Agreement. Following changes in times and/or location, the Customer is still entitled to cancel its participation free of charge within five (5) working days of such notification.

D.2.8. DevOn has the right to suspend, reschedule, or cancel the Open Rooster Training if warranted by unforeseen circumstances, such as a shortage of students, oversubscription, or an instructor being ill. Following changes, the Client shall still have the right to cancel its participation free of charge within five (5) business days of such notification.



D.2.9. Client is not entitled to compensation of interest and costs on or reduction of the agreed fee.

### **Article D.3. Illness of trainer**

D.3.1. In case of illness and/or prevention of a trainer, DevOn will - if possible - provide equivalent replacement within 48 hours.

D.3.2. If replacement turns out not to be reasonably possible within the stipulated periods, DevOn shall notify the Customer, and this shall constitute force majeure.

D.3.3. If DevOn provides equivalent replacement within 48 hours, D.2.7 does not apply.

D.3.4. DevOn is not liable for compensation if a Training Service must be interrupted, rescheduled and/or cancelled due to illness and/or prevention of a trainer.

