

HASKONING NEDERLAND B.V. - TERMS OF BUSINESS 2026

These Terms of Business consist of two modules: a General module and an IT module. The General module always applies. The IT services module only applies insofar as the services to be provided by Haskoning also include IT services. In the event of any conflict between provisions in the General module of these Terms of Business and provisions in the IT Module, the provisions in the latter shall prevail.

GENERAL MODULE

GENERAL

1. These Terms of Business apply to all services provided by Haskoning Nederland B.V. (hereinafter referred to as 'Haskoning') to its client(s) (hereinafter referred to as 'the Client'), unless otherwise agreed in writing. By instructing Haskoning to provide services, the Client accepts these Terms of Business. Haskoning's offer, its acceptance by the Client and these Terms of Business constitute the agreement (hereinafter referred to as 'the Agreement') between the Client and Haskoning (hereinafter jointly referred to as 'the Parties'). In the event of any conflict between them, the following order of precedence shall apply: 1) Haskoning's offer, 2) the Terms of Business and 3) the Client's acceptance.
2. When performing the services for the Client under the Agreement, Haskoning shall exercise reasonable skill and care and shall perform the services assigned in the Agreement professionally and with appropriate knowledge and commitment, as may be expected from an expert and competent advisor for projects of a similar nature and complexity.
3. The Client shall provide Haskoning, free of charge, with all data, information, files and materials that may reasonably be required by Haskoning from time to time, and within such a period that the provision of the services is not prevented, delayed or disrupted. Haskoning may rely on the accuracy and/or reliability of the data, information, files and materials provided by the Client. The Client shall provide Haskoning with all assistance that Haskoning may reasonably require in connection with the provision of the services.
4. If Haskoning performs work or incurs costs as a result of (i) changes to the services by the Client, (ii) a delay caused by the Client, (iii) a delay caused by third parties and/or (iv) other causes beyond Haskoning's reasonable control, Haskoning shall be entitled to additional payment.
5. Notwithstanding the provisions of Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code, all assignments shall be deemed to have been given to and accepted by Haskoning, even if the intention is that an assignment will be carried out by a specific person. The applicability of Articles 6:76, 6:162, 7:404, 7:407 (2) and 7:409 of the Dutch Civil Code is excluded.

LIABILITY & INSURANCE

6. To the maximum extent permitted by law, the total liability of Haskoning under or in connection with the Agreement, whether in contract, by way of indemnity, tort, negligence or for breach of statutory duty or otherwise, shall be limited to the total amount of the fee actually received by Haskoning under the Agreement, provided always that the total liability of Haskoning shall not exceed in aggregate € 1,000,000 (one million Euros). If the Agreement is a continuing performance agreement with a term of more than twelve months, the total liability of Haskoning will be limited to the fees actually received by Haskoning in the twelve (12) months directly preceding the event (or first of series of events) which gave rise to the claim(s), provided always that the total liability of Haskoning shall not exceed in aggregate € 1,000,000 (one million Euros).
7. Haskoning's liability is limited to a period of two (2) years after Haskoning has completed its services or upon the termination of the services under the Agreement (if earlier). The said two-year period is an expiration term (Dutch: *vervaltermijn*).
8. To the maximum extent permitted by law, the Parties shall not be liable to each other for loss of income, loss of profit, lost savings, capital costs, loss of goodwill, reputational damage, damage resulting from cyber incidents and/or loss of data, special, indirect or consequential damage, or punitive damages suffered and paid by the other party or a third party, whether or not foreseeable at the time of entering into the Agreement.

9. Haskoning maintains professional indemnity insurance of at least €1,000,000 (one million euros) per event and in total for the duration of the Agreement.

EXCLUSION OF LIABILITY

10. Haskoning is not obliged to advise the Client on the design, recommendation or implementation of measures that may be taken to combat, prevent or curb terrorist acts or anything related thereto in any way. Any liability on the part of Haskoning based on the foregoing is expressly excluded.

TERMINATION OF THE AGREEMENT

11. Each Party may terminate (Dutch: *opzeggen*) the Agreement in writing with a notice period of thirty (30) calendar days if the other Party fails to fulfil an obligation under the Agreement and, in the event that this failure is remediable, the other Party has not remedied the failure after written notice of default pursuant to Article 6:82 of the Dutch Civil Code. Termination of the Agreement shall not affect the acquired rights or claims of the Parties. If the Client terminates the Agreement of unlimited duration without reason based on Article 7:408 (1) of the Dutch Civil Code, a notice period of thirty (30) calendar days shall apply. The Client is then obliged to pay Haskoning all amounts owed by the Client up to the moment the Agreement ends for work performed and costs incurred by Haskoning. These amounts and costs will be increased by 10% of the remaining part of the consultancy fees that the Client would owe if the assignment had been completed in full.
12. The Parties expressly agree that Article 7:408 (1) of the Dutch Civil Code does not apply to any Agreement which has been entered into for a fixed term. Except for compelling reasons or in violation of the Data Act (EU) 2023/2854, the Parties may therefore not unilaterally terminate the Agreement for a fixed term before the expiry of the agreed term.

FORCE MAJEURE

13. The Parties shall not be liable for any failure or delay in the performance of any obligation under the Agreement resulting from force majeure within the meaning of Article 6:75 of the Dutch Civil Code. If the Client wishes to terminate the Agreement prematurely as a result, the Client shall reimburse Haskoning for the services performed and costs incurred up to the date of termination. In the event of a delay or non-performance lasting longer than ninety (90) days, either Party may terminate the Agreement in writing with a notice period of fourteen (14) days.

CONFIDENTIAL INFORMATION

14. Confidential information is all information belonging to a Party that is protected by property rights or is confidential, and that is labelled as confidential or whose confidentiality the other Party may assume due to the nature of the information (hereinafter 'Confidential Information'). A Party shall only use the Confidential Information received for the purpose for which it was provided and shall not share it with third parties or disclose it in any other way without the written consent of the other Party. This article does not apply if Confidential Information: (i) enters the public domain in a proper manner, or (ii) was lawfully in the possession of the receiving Party or its employees prior to disclosure and was not obtained directly or indirectly from the other Party, or (iii) has been in the possession of the receiving Party for more than two (2) years after disclosure, or (iv) must be disclosed by law or by a court or arbitration ruling. Haskoning has the right to refer to the services for marketing and reference purposes.

INTELLECTUAL PROPERTY

15. All existing intellectual property rights and all intellectual property rights developed by Haskoning within the framework of the Agreement, including software codes, scripts, algorithms, software, databases, dashboards, websites, models, reports, drawings, specifications, quantity specifications, calculations and/or other similar software, data or

documents that Haskoning has prepared, developed and provided under the Agreement, are and remain vested in Haskoning. The Client shall obtain a non-exclusive, revocable, non-assignable and non-transferable licence to use Haskoning's intellectual property rights during the term of the Agreement for the purpose for which the services are provided under and in accordance with the Agreement, without the right to sublicense these intellectual property rights. If the Client is in default of payment of any fees due under the Agreement, Haskoning may revoke the licence in writing with due observance of a period of seven (7) calendar days, without prejudice to Haskoning's rights referred to in articles 21 and 45 of these Terms of Business.

USE OF GENERATED DATA AND AI SYSTEMS

16. The data generated by the provision of the services (hereinafter referred to as 'Aggregated Data') may be anonymised and used by Haskoning to manage, support and/or improve its services. Aggregated Data is not considered to be data belonging to the Client. This Aggregated Data shall also not be considered Confidential Information if its disclosure is required under the Data Act (EU) 2023/2854 and Data Governance Act (EU) 2022/868.
17. Haskoning has the right to use general knowledge, skills and/or expertise acquired by Haskoning employees and recorded in programming tools, scripts, problem-solving methodologies, related checklists, templates or forms developed during the provision of the services in a manner it deems appropriate. This information may also be shared with other clients of Haskoning. If the Parties stipulate in the Agreement that intellectual property rights relating to software, application, websites, data files or otherwise, shall be transferred to the Client, Haskoning reserves the right to use the knowledge, codes, ideas and algorithms acquired for its own benefit or that of a third party and to make developments that are similar to or derived from the developments made or to be made by Haskoning for the benefit of the Client.

USE OF AI SYSTEMS AND PERSONAL DATA / LEGISLATION

18. Provided that this is done in accordance with applicable laws and regulations, Haskoning is entitled to use 'AI systems' as defined in the AI Act (EU) 2024/1689, including generative AI such as Copilot, to support its services. AI systems will only be used to support the provision of services and not to make decisions with legal or similar consequences for the Client, unless agreed in advance in writing. At the Client's request, Haskoning will explain the nature, purpose and operation of the AI systems used. Insofar as an AI system interacts directly with natural persons in the context of the provision of services, Haskoning will inform the persons concerned in an appropriate manner that they are dealing with an AI system, unless this is obvious to the average user. Haskoning will adequately test the results generated by the AI system or, where possible, assess the results. The Client acknowledges that the results of AI systems may be incorrect or distorted. Haskoning accepts no liability for damage resulting from the use of AI-generated results without human review, unless there is intent or gross negligence. When using AI systems, Haskoning will not engage in any prohibited practices as referred to in Article 5 of the AI Act.
19. Both Parties shall comply with all applicable requirements of the General Data Protection Act (EU) 2016/679, the AI Act (EU) 2024/1689, the recommendations in the international General-Purpose AI Code of Practice, and all other legislation and regulatory requirements, as amended from time to time and in force, which may apply to a Party in connection with the use of personal data and the development or use of 'AI systems'.

INVOICING AND PAYMENT

20. Haskoning will invoice the Client monthly for the provision of services, unless otherwise agreed in writing. Payments will be made in euros, unless otherwise agreed in writing. The Client will pay the invoices within thirty (30) days of the invoice date (hereinafter referred to as the 'Due Date'). Haskoning is entitled to index its rates annually, unless otherwise agreed. Indexation is based on the collective labour agreement wage index for category M-N Business Services (collective labour agreement sector 'private companies'), as published by Statistics Netherlands (CBS). The adjustment takes place annually with effect from 1 January based on the most recently published index figure for the previous year by Statistics Netherlands (CBS) (if and insofar as this is not yet available: the average of all published monthly index figures for the previous year).

21. The Client may not withhold any amounts after the Due Date, unless the Client informs Haskoning in writing no later than seven (7) calendar days before the end of the Due Date of the amount it wishes to withhold and the reason for withholding payment or, if there are multiple reasons, each separate reason with the corresponding amounts.
22. If an invoice is not paid within the Due Date, the Client will be in default with immediate effect. All outstanding invoices from Haskoning will become fully payable at that moment. The Client will owe default interest of 1.5% per month and all debt collection costs will be borne by the Client from the moment Haskoning hands over the claim, with a minimum of 15% of the outstanding amount (minimum €250.00). In the event of failure to comply with the Agreement or doubt about the ability to pay, Haskoning is authorised to suspend the provision of services until the Client has provided sufficient security.
23. If a payment has not been made in full within the Due Date and the written notification referred to in Article 21 of these Terms of Business has not been complied with, Haskoning shall be entitled to suspend the delivery of any software, data, documents and reports and/or the services until all payments due have been paid in full. Haskoning reserves the right to refuse to provide further services at any time based on an unfavourable credit report on the Client, to be determined in all reasonableness at Haskoning's sole discretion.

ASSIGNMENT

24. Neither Party shall be permitted to transfer the Agreement without the prior written consent of the other Party, such consent shall not be unreasonably withheld.

CODE OF CONDUCT

25. The Parties shall: (i) comply with all applicable laws, regulations, rules and codes of conduct relating to the prevention of bribery and corruption (hereinafter referred to as 'the Relevant Requirements'); (ii) comply with Haskoning's Code of Conduct, as updated from time to time ([Integrity | Haskoning](#)) (hereinafter referred to as 'the Relevant Policies'); and (iii) periodically monitor their own policies and procedures during the term of the Agreement to ensure compliance with the Relevant Requirements and the Relevant Policies. The Parties declare that they will not (directly or indirectly) offer, pay or accept bribes and that they will comply with all Relevant Requirements. Any breach of the Relevant Requirements and/or the Relevant Policies by one of the Parties entitles the other Party to terminate the Agreement and all other agreements between them with immediate effect.

TAX

26. Haskoning's remuneration under the Agreement is exclusive of any value added tax (VAT) and taxes outside the country of establishment of Haskoning (the Netherlands). VAT will be added to the amounts payable if required by law. To the extent that VAT is applicable, the correct amount of VAT will be stated as a separate item on the invoice. All taxes that may be applicable outside the country of establishment of Haskoning and that may be due in connection with the Agreement shall be borne by the Client. 'Taxes' means all direct or indirect taxes, including, but not limited to, corporation tax, withholding tax, value added tax, registration tax, import and stamp duties, excise duties, assessments or (import) levies of any kind (whether payable directly or by deduction), as well as all interest and all penalties, additional taxes or extra amounts imposed by a tax authority in connection therewith. The Client shall indemnify, protect, defend and compensate Haskoning against all claims, losses or damages of any nature whatsoever in connection with taxes. If, for any reason, this indemnification is without force or effect, it is agreed that Haskoning's remuneration under the Agreement shall be increased to include the amount of the taxes to be levied.

SERVICES EXCLUSIVELY FOR THE CLIENT

27. All services and/or products provided by Haskoning under the Agreement are intended exclusively for the Client. Except where disclosure or use by third parties is required under applicable laws or regulations, use by third parties is only permitted with Haskoning's prior written consent. Haskoning is not responsible for the use of services delivered for purposes other than those agreed upon.

FORWARD-LOOKING STATEMENTS

28. The services provided by Haskoning under the Agreement may contain forward-looking statements, such as predictions, estimates and forecasts. These are based on assumptions about future performance of the sector and general business, economic and regulatory conditions, market conditions and other matters that may not prove to be correct. As unforeseen circumstances may arise and there are uncertainties beyond Haskoning's control that are difficult to predict, the actual outcome may differ from the analyses, forecasts or estimates. Haskoning disclaims all liability for the realisation of forward-looking statements, estimates, forecasts and projections.

APPLICABLE LAW AND DISPUTE RESOLUTION

29. The Agreement and its interpretation are governed exclusively by Dutch law. All disputes arising in connection with the Agreement that cannot be settled amicably by the Parties will be submitted exclusively to the District Court of Midden-Nederland (location Utrecht). Title 1 of Book 7 of the Dutch Civil Code and the United Nations Convention on Contracts for the International Sale of Goods ("CISG") do not apply to the Agreement.

IT-MODULE

The IT Module applies only if IT services are included in the scope.

DEFINITION OF IT SERVICES

30. IT services are all services and activities to be provided by Haskoning to the Client in the field of information and communication technology, as specified in more detail in the Agreement. This includes, but is not limited to (i) granting access and/or usage rights with regard to software (including Software-as-a-Service), regardless of whether this is accessed remotely (cloud) or on location (on-premise); (ii) designing, developing, implementing, installing, configuring, migrating or maintaining software, applications, databases, dashboards and websites; and/or (iii) providing advice, support and consultancy in the field of IT (hereinafter: 'IT services').

PROHIBITED USE

31. Unless expressly agreed otherwise in the Agreement, the Client shall:

- (i) not infringe the intellectual property rights of Haskoning or third parties in connection with the IT services, including reselling the IT services, sublicensing them, granting direct access to them to a third party, combining them with the Client's own services, products and the like; copy, modify, duplicate, frame, mirror, republish, download, display, transmit, distribute or create derivative works from the IT services, in whole or in part, in any form whatsoever, on any medium or in any manner whatsoever, in violation of the Agreement, or attempting to decompile, reverse compile, disassemble, reverse engineer (to the extent not permitted under applicable law) or otherwise reduce the IT services to a readable form;
- (ii) not misuse the access facilities or breach (or attempt to breach) the security of the IT services;
- (iii) (gain access to the IT services and related software, such as by using automated means (including harvesting bots, robots, spiders, or scrapers) without Haskoning's prior written consent; or
- (iv) do nothing or omit to do anything where the Client knows or should reasonably have known that it could lead to the use of the IT services for unlawful, immoral, offensive or fraudulent purposes, such as supporting or causing damage, endangering or violating the integrity or security of a network or system, circumventing filters, sending unsolicited, offensive or fraudulent messages, viruses or malicious code, or violating the rights of Haskoning or third parties.

In the event of (suspected) violation of this article or any other breach of the agreed use of the IT services, Haskoning is entitled to suspend or terminate the provision of the IT services in whole or in part with immediate effect and without prior notice, without being liable for any compensation.

PAYMENT FOR IT SERVICES

32. The Client shall owe Haskoning fees for the provision of IT services, whereby the fees payable by the Client to Haskoning shall be specified in the Agreement. The fees for the IT services as described in Article 29 (i) of these Terms of Business and the IT services provided in connection therewith are payable in advance and are non-refundable, regardless of whether the Client makes use of the IT services. Invoicing for these services shall take place before the commencement of the provision of

the relevant IT services or part thereof. The fees for the IT services as described in Article 29 (ii) and (iii) of these Terms of Business and which are not provided in conjunction with other IT services shall be payable in arrears and shall be invoiced monthly by Haskoning.

USERS

33. The Client is responsible and liable for any person to whom the Client grants access to the IT services or who uses the IT services under the Client's responsibility (the 'Users'). The Client (i) is responsible for compliance with the Agreement by the Users, (ii) is responsible for the correct use, security and confidentiality of all passwords, login codes and other access data or instructions of each User, and (iii) will immediately notify Haskoning of any unauthorised access or use.

34. The IT services that provide access to Haskoning software are subject to usage restrictions as specified in the Agreement or otherwise agreed. Unless otherwise agreed in writing, (i) if the Agreement specifies a maximum number of (simultaneous) Users, no more than that number of Users may access the IT services, (ii) a User's username and password may not be shared with a third party, (iii) a User ID may only be reassigned to another person who replaces the person who will no longer use the IT service, and (iv) if the Agreement restricts the use of an IT service to a specific territory, country or multiple countries, the IT services may not be used outside this territory, country or these countries. Haskoning reserves the right to integrate a software security mechanism into its IT services to verify compliance with the licence and restrictions by the Client and the Users. Such a security mechanism will be capable of storing data relating to the use of the IT services and the number of times it has been copied and may communicate with computers managed by Haskoning via any type of communication link to exchange communications and report data. In addition, such a security mechanism will be able to block or restrict access to the IT services in the event of unauthorised use, misuse and unlawful use of the IT services. The use of IT services without the required software security mechanism is prohibited, and the Client and its Users may not take any steps to circumvent the software security mechanism.

CLIENT'S DATA

35. The Client is responsible for and guarantees the legality, reliability, integrity, accuracy and quality of any data and information provided by the Client ('Client Data'), and the means by which it obtained the Client Data. Use of the IT services does not affect the Client's existing ownership of or existing licence rights to such Client Data. The Client grants Haskoning and its relevant subcontractors the right to host, copy, send, display and use Client Data in any other way, exclusively to the extent necessary for the provision of the IT services in accordance with the Agreement and for the purpose referred to in Article 15 of these Terms of Business. The Client indemnifies Haskoning against and compensates Haskoning for all claims from third parties, fines and associated costs and expenses based on, caused by or related to the Client's breach of this article.

36. The Client acknowledges that details of the IT services and the results of any performance tests of the IT services shall be regarded as Confidential Information as defined in Article 13 of these Terms of Business.

(CYBER) SECURITY MEASURES

37. Haskoning will endeavour to take appropriate technical and organisational (cyber) security measures as agreed in writing between the Parties. In the absence of written agreements, Haskoning will provide a reasonable level of (cyber) security, taking into account 1) the state of the art, 2) the costs, 3) the nature and scope of the assignment, 4) the intended purpose of the IT services and the data included therein, 5) the likelihood and severity of the risks, 6) the consequences of incidents, and 7) the rights and freedoms of Users. Haskoning does not guarantee that the (cyber) security will be effective under all circumstances.

MANAGEMENT AND MAINTENANCE

38. Haskoning shall make reasonable efforts to keep the IT services available, subject to agreed management and maintenance (e.g. new versions with updates and modifications). Haskoning does not guarantee uninterrupted or error-free operation of the IT services or that Haskoning will repair all defects or prevent disruptions by third parties or unauthorised access by third parties. Haskoning will make reasonable efforts to notify the Client of planned maintenance. Technical support and other services, if applicable, are specified in the Agreement. The Client is not entitled to any compensation if the IT services are unavailable. To the

extent permitted by law, any further (special) duty of care is excluded, unless expressly agreed in writing.

39. If the Client decides not to install and implement a new version (or have it installed and implemented), Haskoning will continue to support the old version for a maximum of three (3) months, unless otherwise agreed in writing in the Agreement. Under no circumstances is Haskoning obliged to repair errors in the old version after these three (3) months. The Client is obliged to install and implement a new version without delay if the new version is crucial for the (secure) operation of the IT services. If, according to the Agreement, Haskoning is responsible for installing and implementing the new version and this is not possible remotely online, Haskoning may charge additional costs for installation and implementation on site. Haskoning will endeavour to make the new version compatible with the most recent official release version of the Microsoft Windows operating system (PC or server), provided that this version of Microsoft Windows has been available on the market for more than six (6) months prior to the new version.

THIRD-PARTY SERVICES

40. IT services and third-party services are provided under the delivery condition "as is". Third parties may provide their own guarantees to the Client. Haskoning is not responsible or liable for delays, non-deliveries, security risks or other losses or damage resulting from the transmission of data via communication networks and facilities, including the internet. The Client acknowledges that the IT services may be subject to these limitations and other problems or damage inherent in the use of such communication facilities. Haskoning expressly disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement. Verbal or written information or advice provided by Haskoning or its representatives does not constitute a warranty.
41. When Haskoning uses or refers to open-source software or (links to) third-party websites in its IT services, Haskoning is neither liable nor responsible for the legality, accessibility or accuracy of the open-source software or content of those websites. Haskoning is not responsible for maintaining, modifying or changing (the links to) websites.
42. If a licence for third-party software is required for the use of the IT services, the Client shall enter a contract directly with this third party. At the Client's written request, Haskoning will assist the Client in obtaining these licences. However, if third-party software is made available for use via Haskoning, such a licence will be charged separately. The licence terms and conditions of this third party take precedence over other terms and conditions applicable to this use. Haskoning will provide these terms and conditions to the Client upon request. The Client is responsible and liable for compliance with applicable third-party licence requirements and its use of third-party software and indemnifies Haskoning against and compensates Haskoning for all third-party claims, fines and associated costs and expenses based on, caused by or related to the Client's breach of this article.

INTENDED USE AND PURPOSE

43. The Client is responsible for assessing the suitability of the IT services for the intended use. The Client is responsible for the use of the IT services and their application within its organisation, as well as for the control and security procedures and adequate system management. When using the IT services, the Client shall ensure that its network and systems comply with the relevant specifications, processing and user instructions provided by Haskoning from time to time or that are customary. The Client is responsible for its own network connections, systems and security of the systems, including antivirus programmes.

WITHDRAWAL, SUSPENSION, REVOCATION OR RESTRICTION OF IT SERVICES

44. Unless otherwise agreed, Haskoning may terminate and withdraw IT services without cause at any time or discontinue them in the Cloud, if it has notified the Client in writing three (3) months in advance.
45. In addition to Article 11 of these Terms of Business, Haskoning may suspend, revoke or restrict the Client's use of the IT services if Haskoning determines that there has been a material breach of the Client's obligations, a security breach or a violation of applicable law. If the cause of the breach can reasonably be remedied, Haskoning will prescribe the actions to be taken by the Client to restore the IT services. If the Client

fails to take such actions within seven (7) calendar days of receiving the notification, Haskoning may terminate the Agreement. Upon termination of the Agreement, for whatever reason, the right to use the IT services shall immediately lapse and Haskoning shall no longer be obliged to grant the Client access to the IT services. The Client shall immediately ensure that (i) the IT services are no longer used, and (ii) all (possible) access information, such as passwords, is destroyed in such a way that recovery, reconstruction or future use is no longer possible. The Client shall then inform Haskoning in writing as soon as possible that it has complied with this condition.

INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

46. If circumstances give rise to a claim against the Client arising from or in connection with the correct and lawful use of the IT services, whereby any intellectual property rights are infringed, Haskoning will, at its own discretion, take measures to avoid, settle or contest such claims. Subject to the maximum liability in accordance with the Agreement, Haskoning shall indemnify the Client against damages, costs and solicitors' fees, if applicable, that are finally awarded in a lawsuit or the amount of the settlement thereof, provided that (i) Haskoning is immediately notified in writing of such a claim, (ii) Haskoning has full control over the defence and/or settlement thereof, and (iii) the Client makes all relevant information available to Haskoning upon request and provides reasonable cooperation. The foregoing shall be Haskoning's sole obligation and the Client's exclusive remedy with respect to any alleged infringement arising from the Client's proper and lawful use of the IT services. This indemnification does not apply to any infringement or violation that (a) results from the use of the IT services for a purpose or at a location other than specified in the Agreement, (b) results from the use of information provided by or on behalf of the Client or any third party under contract with the Client, or (c) was the inevitable consequence of compliance with requirements imposed on Haskoning by the Client.

EXIT ARRANGEMENT

47. For IT services that are wholly or partly (at least in terms of their main features) customised to meet the specific needs of a Client. The portability obligations of Data Act (EU) 2023/2854 do not apply. For other IT services that Haskoning offers on a broad commercial scale via a digital IT environment, in which applications, files and systems are implemented, managed and hosted in one or more professional data centres (the 'Cloud'), Haskoning will, at the Client's request, endeavour to cooperate within a reasonable period of time in the transition to a third-party supplier or to the Client. Haskoning and the Client will agree on additional contractual arrangements in this regard in line with the Data Act. Exit activities are not part of the Agreement, unless explicitly included or required under the Data Act. Haskoning may perform exit activities based on a separate quotation at reasonable rates in accordance with the Data Act. Haskoning is not obliged to perform data conversion to a specific format or system, unless the Parties have agreed this in writing. Haskoning is not liable for loss of functionality or compatibility at the third-party supplier or Client.

CLOUD ENVIRONMENT

48. If Haskoning's IT services are hosted in the Cloud, their use and access are limited as further described in the Agreement (e.g. available storage space, processing capacity, maximum number of (simultaneous) users, API calls). The Client acknowledges that sending data via the internet involves transmission risks that cannot be fully secured against access by third parties. The Client agrees (i) that Haskoning and the Cloud provider are not responsible or liable for loss or damage to data, downtime and system breaches that occur during or as a result of sending data via the internet, and (ii) that the Cloud may be vulnerable to intrusion via hacking and unauthorised use of login details. Haskoning is not liable for any shortcomings on the part of the Cloud provider. If Haskoning uses a Cloud provider, the terms and conditions of that provider will take precedence over the IT services and use by the Client. The terms and conditions of the Cloud provider will be sent to the Client upon first request.
49. The Client shall use the Cloud referred to in Article 47 of these Terms of Business exclusively for internal purposes and shall not (i) process infringing, obscene, threatening, defamatory, illegal or unlawful material, including spam, (ii) violate the privacy rights of third parties; (iii) process material that contains software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programmes; (iv) intentionally disrupt or interrupt the integrity or performance of the Cloud; or (v) attempt to gain unauthorised access to the Cloud or its associated

systems or networks. Haskoning and the Cloud provider may, after notifying the Client, remove any material or content that they reasonably believe violates these obligations. The Client shall ensure an adequately secure connection to access or transfer data to the Cloud.

50. The Client is responsible for:

- a) any damage to the Client's data and/or the Cloud caused by negligent or intentional misconduct on the part of the Client's employees, consultants or agents to whom the Client has granted access to the Cloud;
- b) the conduct of any third party who has gained access to the Cloud;
- c) (i) users' compliance with the Agreement and (ii) promptly informing Haskoning of any unauthorised access or use;
- d) the Client's compliance with all applicable laws;
- e) having reasonable security processes, tools and controls for the Client's systems and networks that interact with the Cloud;
- f) making its own decisions about backup solutions and alternative computer and business processes if the Cloud is unavailable;
- g) determining the security, data protection and backup facilities necessary for business operations and the obligation or requirements to protect its own data;
- h) obtaining and maintaining access to the internet and all equipment necessary for the proper functioning of the Cloud.

The Client may be required to enforce Haskoning's security measures (e.g. use of secure usernames and passwords, multi-factor authentication), if applicable, for access to and use of the Cloud.

AGILE DEVELOPMENT OF IT SERVICES

51. If an iterative development method such as Scrum has been agreed upon, the Parties accept that the work will not be carried out based on a specification that has been worked out in whole or in part in advance but based on progressive insight. Haskoning's work may be adjusted during the performance of the Agreement in consultation with the other Party, with due observance of the project approach agreed in writing for the chosen development method.

52. Before the start of the Agreement, the Parties will set up teams consisting of employees from both Parties. These teams will ensure direct communication and regular consultation and will work very closely together. Both Parties will ensure that sufficient employees with the appropriate knowledge and decision-making authority are assigned to carry out the project. During the project, the Parties will jointly decide on the specifications for each new phase/sprint. The Client accepts that the software or website may not always meet all the specifications envisaged in advance.

53. The Client is responsible for:

- 1) issuing the work orders and allocating the budget in a timely manner;
- 2) making a product owner available in a timely manner;
- 3) setting priorities via the product owner and determining what will be achieved within the available budget and time frame;
- 4) actively involving end users, for example in drawing up the functional specifications and in testing per sprint; and
- 5) making quick and clear decisions in accordance with the project planning. If the Client fails to fulfil these obligations, Haskoning is entitled – but not obliged – to take decisions and/or measures that it deems reasonable and appropriate.

54. Each sprint will be tested based on objective, measurable criteria agreed in advance in writing. Errors or other imperfections will be placed on the backlog. If the budget is insufficient and more time is needed to realise the desired functionality, the Client must make additional budget available before Haskoning can continue the work. If there are demonstrable errors, imperfections or delays as a result of attributable shortcomings on the part of Haskoning that need to be remedied, the repair costs will be borne by Haskoning. However, these will only be remedied if the product owner decides to include them in the sprint. After the last sprint, Haskoning is not obliged to carry out repair activities regarding errors or other imperfections on the backlog that have not been included in the sprint.

DEVELOPING AN AI SYSTEM

55. If Haskoning develops an 'AI system' for the Client within the framework of the Agreement, Haskoning will endeavour to apply a data governance process that is in line with the relevant requirements under applicable laws or regulations, if any. Haskoning is only obliged to provide the documentation necessary for the delivery of the system and bears no

responsibility for the conformity assessment or CE marking, unless otherwise agreed in writing. Unless explicitly agreed otherwise in writing, Haskoning is not a "provider" within the meaning of the AI Act (EU) 2024/1689. In cases where the Client markets or deploys the AI system itself, the Client is solely responsible for complying with the obligations of the AI Act (EU) 2024/1689 that apply to providers or deployers as referred to in the AI Act (EU) 2024/1689.

56. Haskoning endeavours to take adequate technical and organisational security measures for the AI system. Haskoning is entitled to adjust these security measures if this is necessary due to changed circumstances or changes in the applicable laws and regulations. Haskoning accepts no liability for damage resulting from security incidents, unless there is gross negligence or intent.

57. Haskoning applies an internal risk management strategy in the development and maintenance of the AI system, whereby any risks to (the use of) the AI system are identified and evaluated. Haskoning will endeavour to mitigate the identified risks as much as possible. Haskoning does not carry out a formal risk assessment within the meaning of Article 9 of the AI Act, unless agreed in writing. Haskoning is not liable for damage resulting from incorrect use, unlawful deployment or incorrect assessment of risks by the Client.

58. If Haskoning uses data links with third parties to enrich the training data and/or the AI system, Haskoning will make these datasets available to the Client. Haskoning does not guarantee the accuracy, completeness or legitimacy (including data protection or intellectual property rights) of third-party datasets. The Client is responsible for assessing whether such datasets are suitable for the intended use.

59. Insofar as part of the assignment, Haskoning logs technical and functional steps within the AI system for traceability purposes. These logs are stored in accordance with the contractually agreed retention periods and purposes. Analysis of logs or interpretation thereof is not part of Haskoning's standard services.

60. Based on the documentation and user instructions for the AI system provided by Haskoning, the Client is responsible for:

- 1) assessing whether, and to what extent, human intervention is necessary for the use of the AI system and/or the results generated by the AI system;
- 2) engaging persons who have appropriate technical knowledge, experience, education and training in/with (the use of) AI systems and who are familiar with the context in which the AI system will be used;
- 3) carefully checking whether the results generated by the AI system infringe the rights of third parties or are contrary to laws and regulations before the Client uses these results;
- 4) making the necessary adjustments to remove the infringing nature referred to in 3).

The Client acknowledges that the above responsibilities arise from the applicable legal requirements (including the AI Act) and indemnifies Haskoning against any claims arising from failure to comply with these requirements, unless there is intent or gross negligence on the part of Haskoning.