

Appendix A: Terms & Support

1. Parties

These terms and conditions constitute the agreement ("Agreement") for the purchase and performance of services between MPS FIRST B.V. ("Contractor") and the entity of the client referred to in the agreement ("Client"), collectively referred to as "Parties" and individually "Party".

2. Orders

"Order" means the order confirmed in writing by the Contractor, including the supporting documents designated by the Parties as part of the Agreement by means of an attachment or by reference ("Supporting Documents"). Supporting Documents can be understood to mean, among other things; support product lists, hardware, or software specifications, standard or negotiated descriptions of services, data sheets, statements of work (SOWs), published warranty terms and service level agreements ("SLAs"), and these may be provided to the Client in printed form or via a designated Contractor website or be made available to the manufacturer.

3. Scope and Placement of Order

These terms and conditions can be used by the Client for one Order as well as for a framework for several Orders. In addition, these terms may be used worldwide by "Affiliates" of Parties, which are entities that are controlled, or controlled by a Party by the same parent. The parties confirm their agreement to these terms by referring to these terms in Orders. Affiliates, in turn, agree to these terms by placing an Order for the supply of a product or service in the same country in which the Contractor's Affiliate or manufacturer accepting the Order is located, subject to these terms and conditions. In addition, it is possible that additional terms or changes under local law or business practice may be agreed upon by the Parties.

4. Placing orders

The Client can place orders via a specific portal, in writing, by e-mail or by telephone. If applicable, Orders must specify a service delivery date. If the Client delays the date for the provision of a service under an existing Order by more than ninety (90) days, it will be considered a new Order.

5. Prices and Taxes

The prices apply as indicated by the Contractor in writing, or, in the absence of a written quotation, as described on a specific portal, or the list price published by the manufacturer at the time the Contractor receives an order. Prices are exclusive of taxes, levies, and costs (including installation, transport, and handling), unless stated otherwise. Where a withholding tax is required by law, the Client must contact the Contractor's designated contact person to discuss appropriate procedures.

6. Invoices and Payment

The Client agrees to pay all invoice amounts within thirty (30) days. The Contractor may suspend or cancel the execution of current Orders or services if the Client fails to make the payments due on time.

7. Supported Services

The applicable Supporting Documents describe the Contractor's and manufacturer's support services, including the description of the offer, the terms, and conditions applicable to the Client, the service limitations, and responsibilities of the Client, as well as the Client's supported systems.

8. Warranty, Service and Support - Conditions and Limitations

The service, support and warranty obligations of the Contractor do not apply in the event of:

1. misuse, inadequate site preparation or site or environmental conditions, or any other act that does not comply with the applicable Supporting Documents;
2. changes or inadequate system maintenance or calibration, which have not been carried out by the Contractor or manufacturer, or without the consent of the Contractor or manufacturer;
3. defects and/or other limitations caused by non-manufacturer products that affect the operation of the systems for which the Contractor or manufacturer provides support or service;
4. malicious software (eg virus, worm, etc.) that has not been introduced by the Contractor or manufacturer; or
5. misuse, negligence, accident, fire or water damage, power failure, transport by the Client or other causes beyond the control of the Contractor or manufacturer.

9. Dependencies

The Contractor's or manufacturer's ability to provide the services depends on (i) the reasonable and timely cooperation of the Client and (ii) the accuracy and completeness of the information provided by the Client for the provision of the services.

10. Change Request

The parties agree to appoint a project representative, who will act as the primary contact person for managing the delivery of the services and handling any potential issues related thereto. Requests to change the scope of services or deliverables require a change request signed by the Parties.

11. Performance of services

Services are performed according to the specifications agreed in writing.

12. Intellectual property rights

No transfer of intellectual property rights will take place under the Agreement.

13. Infringement of intellectual property rights

The Contractor or manufacturer will defend and/or settle claims against the Client if it is claimed that a product or service with the manufacturer's brand that is delivered in this Agreement, infringes any intellectual property rights of any third party. The Contractor or manufacturer is dependent on the notification by the Client of the Client's claim and cooperation in conducting a defense by the Contractor or manufacturer. The contractor or manufacturer may, at its own discretion, change the product or service in such a way that it no longer infringes and is substantially equivalent, or acquire a legally valid license. If these options are not available, the Contractor or manufacturer will pay the amount paid for the relevant product in the first year and for support services the balance of any prepaid amount, and where Professional Services are concerned, refund the amount already paid to the Client. The Contractor or manufacturer is not responsible for any claims arising from any unauthorized use of the manufacturer-branded products or services. This article shall also apply to deliverables named in the relevant Supporting Documents, on the understanding that the Contractor or manufacturer is not liable for claims arising from the content of deliverables or from a design provided by the Client.

14. Confidentiality

Information exchanged under this Agreement will be treated as confidential if (i) it is identified as such at the time of disclosure,

or (ii) its confidentiality is reasonably apparent from the circumstances of the disclosure. Confidential information may be used only for the purpose of fulfilling any obligations or exercising any rights under this Agreement and may be disclosed to any employees, representatives of the Parties or subcontractors of the Parties, who need to know such information for this purpose. Confidential information will be protected to prevent unauthorized use or disclosure for 3 years from the date of receipt, or (if longer) for as long as the information remains confidential. These obligations do not apply to information that: i) was or becomes known to the receiving party without an obligation of confidentiality, ii) is independently developed by the receiving party, or iii) disclosure of which is required by law or governmental authority.

15. Personal data

Each of the Parties shall comply with its respective obligations under the applicable legislation on the protection of personal data. The Contractor and manufacturer do not intend to have access to information from which personal data of the Client ("Personal Data") can be traced when providing services. To the extent that the Contractor or manufacturer has access to Personal Data of the Client that is stored on a system or a device of the Client, this access will probably be incidental, and the Client will always remain the holder of the personal data. The Contractor or manufacturer will only use the Personal Data to which it has access for the purpose of providing the ordered services.

16. Compliance for International Trade

Professional Services provided under these terms are for Client's internal use only and not for resale. The Contractor or manufacturer may suspend the performance based on the Agreement, insofar as this is required based on legislation applicable to one of the Parties. Waste electrical and electronic equipment: for those countries where the Contractor or manufacturer is legally obliged to take back and repair waste electrical and electronic equipment, the Contractor or manufacturer will repair this equipment based on the conditions included for each country.

17. Limitation of Liability

The total and maximum liability of the Contractor and manufacturer under the Agreement, Professional Services is limited to a maximum amount of EUR 1,000,000. Neither the Client nor the Contractor or the manufacturer shall be liable for loss of income or profit, downtime costs, loss, or damage to data or other indirect, extraordinary, or consequential damages or costs. However, each Party has unlimited liability for (i) unauthorized use of the intellectual property (ii) damage resulting from death or personal injury to personnel of the other Party caused by negligence or (ii) in case of gross negligence or intent.

18. Disputes

If the Client is not satisfied with any Professional Services purchased under these terms and conditions and does not agree with the solution proposed by the Contractor or manufacturer, both Parties agree to immediately present the matter to a board member (or equivalent manager) within each of their respective organizations. to reach an amicable solution, but subject to rights.

19. Force of the majority

Neither Party shall be liable for delays in performance or failure to perform due to causes beyond its reasonable control, except for payment obligations.

20. Termination

Either Party may terminate this Agreement in writing in the event that the other Party fails to perform any material obligation and does not remedy such notified of the details in writing. In the event that one of the Parties becomes insolvent, is no longer able to pay debts as they fall due, files for bankruptcy or is declared bankrupt or if a receiver or administrator is appointed over its assets, the other Party may terminate the Agreement and cancel any unfulfilled obligations. . Terms in the Agreement, which by their nature continue after termination or expiration of the Agreement, will survive the fulfillment of and will remain valid for the respective successors and permitted assignees of either Party. Either party may terminate this Agreement in writing upon sixty (60) days' notice to the other party.

21. General

The MPS Agreement constitutes the entire agreement between the Contractor and the Client, and supersedes all prior communications, quotations, or agreements, or additional or non-corresponding terms of the Client, whether oral or written. If any provision of the MPS Agreement is found to be invalid or unenforceable, the remainder of the Agreement will remain enforceable and unaffected by it. Changes to the Agreement can only be made with a written amendment signed by both Parties. The Agreement will be governed by Dutch law and any disputes will be submitted to the competent court in Amsterdam.