

1. TERMS AND CONDITIONS

1.1. Contract

Levi 9 shall always aim to provide the services within the agreed time frames, but shall not provide any warranty that it will. All services will be provided on a Time & Material basis and subject to the terms of this agreement. No other terms and conditions apply to this agreement. Each assignment will be detailed on service and duration in a Statement of Work, referring to this framework agreement.

Levi9 is responsible for the assignment of individual professionals. The customer is responsible for the scoping of the work, the accuracy and completeness of the provided information, the designs and for setting priorities in tasks.

1.2. Contract duration & termination

The start date for this agreement is [●] and it will run indefinitely until termination by either party. Either party may terminate this contract for convenience by giving notice in writing to the other party with a notice period of 4 months. Furthermore, each party may terminate the agreement in case either party is not able to fulfil its obligations due to a force majeure event, if the force majeure event takes longer than 30 days.

Individual assignments under this contract may be terminated by giving notice in writing with a minimal notice period of 2 months.

In case an end date of this contract is agreed:

The existing individual assignments under this contract may be terminated by giving notice in writing with a minimum notice period of 2 months, also after the end date of this agreement has been reached. This implies that, if no timely notice was given 4 months prior to the end date of the agreement, individual assignments will tacitly continue and will need to be terminated in writing with a notice period of 2 months.

1.3. Personnel

Neither party shall (indirectly) during the term of this agreement and for 1 year after the termination thereof (unless with prior written consent of the other party), employ employees of the other party which are or were involved in the execution of this agreement, nor use their services, either directly or indirectly. Conditions may be attached to the said consent. Should a party violate the provisions as expressed in the first sentence of this clause, a non-negotiable penalty in the sum of € 30,000 (thirty thousand euro) becomes immediately payable to the other party.

The customer may not second or make any Levi9 personnel available to third parties without prior approval of Levi9.

1.4. Confidentiality

Each party shall keep all information related to the services provided by Levi9 to the customer and the commercial terms of this agreement confidential during the term of this agreement and for a period of 2 years after termination thereof (unless required by law or already in the public domain without a breach of any confidentiality obligation) and shall only use such information for the purposes of this agreement.

Parties have the right to publish about the co-operation on their website, in marketing materials such as Customer Stories, etc. only after mutual consent.

1.5. Intellectual Property Rights

Intellectual Property Rights or **IPR** mean all current and future rights in patents, copyrights, trademarks, design rights, database rights, code rights and any other intellectual property rights, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing that may exist anywhere in the

world, including without limitation, in the case of each of the foregoing, whether unregistered, registered or comprising an application for registration.

Third Party Software means all third party software, including any open source software, used by the Service Provider or which the Service Provider proposes to use in any way in the provision of the Services.

- 1.1. **Pre-existing IPR.** All pre-existing Intellectual Property Rights are and shall remain the exclusive property of the party owning them (or, where applicable, the third party from whom its right to use the Intellectual Property Rights has been derived).
- 1.2. **Licence.** Each party shall grant or procure the grant of all such licences to the other party to use any Intellectual Property Rights as are necessary to allow the other party to exercise its rights and perform its obligations under this agreement.
- 1.3. **Transfer of IPR.** To the extent that any Intellectual Property Rights are created by Levi 9 or Levi 9's personnel in the course of providing the services, Levi 9 shall transfer, after payment of the relevant fees under the retention of title (eigendomsvoorbehoud) to the Client all rights, title and interest it has in such Intellectual Property Rights. To the extent permitted by law, Levi 9 waives its moral rights it has related to the developed software for the Client
- 1.4. **Residual Rights.** Notwithstanding the foregoing, both parties acknowledge and agree that each party shall retain ownership of, and shall have the unrestricted right to use, any general knowledge, skills, and experience, and any ideas, concepts, know-how, techniques, designs, generalized frameworks, models, and artefacts, which such party obtains in the course of fulfilling its obligations under this agreement.
- 1.5. **Third Party Software.** Levi 9 shall not use any Third Party Software in the developed software without the prior written consent of the Client. If any Third Party Software is introduced by Levi 9, it shall inform the Client on the relevant licenses required to use such Third Party Software.

1.6. Liability

Levi9 is responsible for payment of its employees and any taxes and social premiums related to the ordinary course of business of Levi9.

Levi9's aggregate contractual and non-contractual liability under or in connection with this agreement shall be limited to the greater of (i) the payments made by the customer. (ex VAT) under this agreement in the 12 months preceding the event causing the damages and (ii) the amount paid out under the relevant insurance policy of Levi9.

Fout! Gebruik het tabblad Start om Levi9_09_DocInfo_CompanyName toe te passen op de tekst die u hier wilt weergeven. shall indemnify Levi9 for all third-party claims related to the services and from claims from any employees caused by or related to the working environment of the customer. Levi9 does not accept any liability in relation to the development of intellectual property rights created upon the specific instruction of the customer

Data Privacy

Levi9 shall comply with any obligations it has in relation to the protection of personal data under the relevant legislation. We shall inform you as reasonably possible in case of a data breach. Upon request, Levi9 shall provide the customer with a data processing agreement that can be used in relation to the processing of personal data by Levi9 for the customer.

1.7. Governing law and Jurisdiction

This agreement is governed by Dutch law. Levi9 always aims to resolve disputes jointly with the customer. It may happen that a dispute arises that we cannot resolve amicably. In that case, the dispute shall be resolved exclusively before the courts in Amsterdam.

1.8. Contractual documents

All Statements of Work agreed by parties shall be governed by this agreement. In case of a conflict, the terms included in the Statement of Work shall prevail. Neither this agreement, nor any statements of work can be transferred to another party by the customer