

**Addendum PLM XpertCenter BV to the NLDigital Voorwaarden (version 01-2023).**

**The agreement is subject to the NLDigital Voorwaarden with the supplements and/or derogations contained in this Addendum.**

**In the event of conflict between the conditions contained in the NLDigital Voorwaarden and this Addendum, the provisions in this Addendum will prevail.**

<p>1. <b>Surcharges:</b> Consultancy hours between 19:00 and 07:00 are subject to a surcharge of 20%. Consultancy hours in the weekends and on holidays are subject to a surcharge of 40%. If on-site consultancy takes less than four hours of labour, half a day will be charged. Up to eight hours of internal consultancy per day that is to be provided following on-site consultancy or otherwise may be charged without the Client being required to sign a separate job order. The Client indicating its agreement by email will suffice. Hours will be rounded to 15 minutes. On-site work will be charged on at the usual hourly rate plus a compensation for travel expenses per visit which amounts to € 125 excl. VAT. In addition, in the event of a hotel stay, a fixed amount in subsistence expenses which amounts to €175 excl. VAT will be charged.</p> <p>If on-site work takes seven hours, eight hours will be charged plus the above-mentioned compensation for travel expenses and – where applicable – the above-mentioned subsistence expenses;</p> <p>2. <b>Payment Conditions and Payment Terms:</b></p> <ul style="list-style-type: none"> <li>- For supplied software and/or equipment, the payment term is as follows, unless expressly agreed otherwise. The following payment arrangement will apply for a first assignment as well:       <ul style="list-style-type: none"> <li>o 50% after receipt of the order confirmation, subject to payment within 14 days of the invoice date;</li> <li>o 50% after delivery of the software and/or equipment, subject to payment within 14 days of the invoice date;</li> </ul> </li> <li>- The compensation <u>for maintenance and support (maintenance)</u> will be invoiced in January of every year, and must be paid by the Client within 14 days of the invoice date;</li> <li>- For <u>subscriptions</u>, the payment term is also 14 days after the invoice date;</li> <li>- <u>Services provided</u> and software purchased at a later stage, are subject to a payment term of 14 days. A record of these services will be kept through job orders, which will be invoiced on a two-weekly basis. Complaints concerning job orders must be submitted within 1 week of receipt of the job order;</li> <li>- <u>Training courses</u> must be paid immediately after receipt of the invoice, generally before the training course starts;</li> <li>- <u>Sub-projects</u> will be invoiced upon commencement of the work. If the budgeted hours are <u>exceeded</u>, biweekly additional invoices will be sent.</li> </ul> <p>In derogation from the above, other payment terms can be agreed upon. In such case, these must be stated in the tender and/or order confirmation.</p> <p>The date indicated on bank statements is decisive and will therefore be considered the payment date. Complaints and/or other claims do not release the Client from its payment obligation;</p> <p>3. <b>Licences:</b> Copying the software licensed to the Client is only permitted for internal data protection purposes. Other than that, providing or lending the software, documentation, manuals or copies of the software to third parties or making the software public via any medium whatsoever that is not part of the legal working domain of the licensee is not permitted. The licensee is liable for any acts performed by its employees. Any act performed by one of its employees will be considered an act performed by the licensee itself.</p> <p>Any violation of the agreement in this regard will result in the licensee being charged a penalty to the amount of €15,000 (in words: fifteen thousand euros). In addition, in such case, PLM XpertCenter BV, will be authorised to cancel the licence with immediate effect;</p> <p>4. <b>Data:</b> PLM XpertCenter BV is not liable for loss of or damage to data. In order to exclude this possibility from a technical point of view, we advise using a back-up system. PLM XpertCenter BV is not liable for loss of production hours as a result of automations not being operational in connection with a service provided, or update, installation or other work performed by PLM XpertCenter BV;</p>	<p>5. <b>Lease:</b> The software, equipment and other materials (hereinafter referred to as ‘the products’) will continue to be the property of PLM XpertCenter BV at all times. Throughout the lease period, the full risk of the product will be at the lessee’s expense. The value of the product is stated in the offer. The lessee is obliged to insure the leased property against – among others – fire and water damage, and against theft. This may be part of the corporate liability insurance. In such case, this insurance must be expanded – where required – with the care, custody or control clause (third-party goods). Repairs carried out in the event of damage and defects as a result of negligence will be charged on to the lessee by means of a specified invoice.</p> <p>If the lessee does not return the aforementioned products, or does not return these in time, PLM XpertCenter BV will be authorised to send an invoice in respect of the relevant products for the value as referred to in the offer.</p> <p>6. <b>Confirmation:</b> The Client must confirm the assignment immediately, and in any case within one week, in writing. PLM XpertCenter BV reserves the right to cancel or reschedule planned consultancy at all times. The client will be informed of this in advance. In the event of cancellation by the Client fewer than 10 working days before the start of the consultancy, 50% of the fees will be charged. In the event of cancellation by the client fewer than 5 working days before the start of the consultancy, 75% of the fees will be charged. If the Client does not cancel at all, the full price will be charged.</p> <p><b>Additional Training Conditions</b></p> <p>1. <b>Validity:</b> These conditions apply to all training courses organised by PLM XpertCenter BV. For the purposes of these conditions ‘training courses’ are defined as: courses, seminars, workshops, training courses and other training programmes that PLM XpertCenter BV offers with reference to these conditions. The training courses will be held in PLM XpertCenter BV’s training centre in Bergambacht [the Netherlands], or – based on a prior written agreement with the Client – on-site. Unless agreed otherwise, the training courses will be in the Dutch language;</p> <p>2. <b>Confirmation:</b> The Client must confirm the assignment immediately, and in any case within one week, in writing. PLM XpertCenter BV reserves the right to cancel or reschedule planned training courses at all times in the event that there are insufficient enrolments (fewer than three). The course participants will be informed of this in advance. In the event of cancellation by the Client/course participants fewer than 10 working days before the start of the training course, 50% of the course fees will be charged. In the event of cancellation by the Client/course participants fewer than 5 working days before the start of the training course, 75% of the course fees will be charged. If the Client/course participant does not cancel at all, the full price of the training course will be charged.</p> <p>3. <b>Number of participants</b> per training course: a maximum of six people or otherwise agreed. Upon completion of the training course, the participant will receive a certificate;</p> <p>4. <b>Training materials</b> for the participant will be included in the training fee, unless specific training arrangements state otherwise. The material will be provided to the participant upon commencement of the training course. The course material may be in either English or Dutch;</p> <p>5. All intellectual and/or industrial <b>property rights</b> to the course materials provided will continue to be vested in PLM XpertCenter BV (or its predecessor in title). Copying the course material, in full or in part, is only permitted with PLM XpertCenter BV’s prior written consent;</p> <p>6. <b>General:</b> PLM XpertCenter BV reserves the right to refuse enrolment in the event that the interests and/or ownership rights of PLM XpertCenter BV may be prejudiced or impaired or earlier fees (for training courses or other products supplied and/or services provided by PLM XpertCenter BV) that have been charged to the participating organisation were not paid within the payment terms set;</p> <p><b>Maintenance and Support:</b></p> <p>1. Maintenance and Support can be agreed upon on the basis of separate conditions that will be made available upon request.</p>
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ICT Strip Ticket PLM Xpert	Data Protection
<p>PLM XpertCenter BV offers a solution for Clients who want to purchase hours of consultancy on a flexible basis. Our ICT Strip Ticket enables you to purchase hours in advance (at a reduced rate) and use these hours at any desired time within the validity period. The ICT Strip Ticket applies for both work on-site and for remote or in-house work.</p> <p><b>How Does It Work?</b>          We will determine the number of hours or strips that you want to purchase in advance. An ICT Strip Ticket entitles you to on-site, remote or in-house support. Every on-site visit, all remote or in-house work and all telephone maintenance will cost one or several strips. One strip represents one hour, which is also the minimum that the Client purchases. On-site support will be provided in numbers of at least four strips plus the aforementioned travel expenses, which always apply in the event of on-site work, and – were applicable – the -aforementioned subsistence expenses.</p> <p><b>Terms and Conditions</b>          Four times per calendar year, the Client can be provided with an overview of the strips used, upon request. If a Strip Ticket runs out, you will be informed of this so that you can purchase new strips in due time.          A Strip Ticket will be valid for 24 months. Upon request, hours for work performed outside of office hours can be debited as well. In such cases, a 20% surcharge will apply during the week from 19:00 to 07:00 or 40% during weekends and on holidays. The Strip Ticket commences after signature of the Order Confirmation and can be used immediately.          After signature of the Order Confirmation, the associated invoice, which will be sent within a few working days, must be paid within 14 days.          The Strip Ticket expires exactly 24 months after signature of the Order Confirmation. Remaining hours expire. It can be extended by entering into another Strip Ticket agreement.          The Strip Ticket is only valid for Client locations within the Netherlands and/or is only valid for the address stated in the agreement.</p> <p><b>Cancellation of Appointments</b>          Cancellation of Strip Ticket appointments is permitted under the following conditions:          Cancellation up to five working days before the planned appointment:              no hours will be debited          Cancellation between five and two working days before the planned appointment:              50% debit entry          Cancellation on the working day before and on the day of the planned appointment:              100% debit entry</p> <p><b>Further Information:</b>          For more information about the ICT Strip Ticket, please contact us at +31 (0) 182 350 441.</p>	<p><b>Data Protection</b></p> <ul style="list-style-type: none"> <li>- The Client indemnifies PLM Xpert against all claims in connection with a breach of privacy.</li> <li>- Insofar as the Client is entitled to do so, the Client expressly agrees to personal data of users being recorded in PLM Xpert’s register of personal data for administration and management purposes. This register of personal data contains – among others – identification details and is only accessible to PLM Xpert. These data are not provided to third parties, except in those cases in which PLM Xpert is obliged to do so pursuant to the law or a court order.</li> </ul> <p>In the event that, in the performance of the agreement, PLM Xpert processes personal data for the benefit of the Client, the following will apply:</p> <ul style="list-style-type: none"> <li>- the Client is the ‘controller’ within the meaning of the General Data Protection Regulation (GDPR) and, as such, is responsible for the protection of personal data that are sent or processed by PLM Xpert’s equipment and/or software for the benefit of the Client;</li> <li>- as the ‘processor’ within the meaning of the GDPR, PLM Xpert is responsible for the protection of personal data, PLM Xpert’s use of which is required for the proper performance of the agreement.</li> </ul> <p>The parties will enter into a separate processing agreement for the processing that takes place pursuant to the agreement.</p> <p><b>Version</b>          A Dutch version of this Addendum is available as well. In the event of doubt regarding the interpretation of provisions, the Dutch version is decisive.</p>