

SPECIFIC TERMS

- SERVICES -

These Specific Terms – Services - supplement and prevail over the General Terms, available under [General Terms](#).

1. **Services.** The scope of the Services to be provided are described in a service description and mutually agreed to through the submission of the Order.
2. **Consultants.** At its sole discretion, Company may use and replace its own employees or contractors to deliver the Services. Company remains responsible to the Customer for delivery of the Services and the activities of the consultants.
3. **Out-of-Scope Services.** Any services not specifically described in the applicable service description are out of scope.
4. **Services Fees.** The fees for the Services are set out in the Order (“**Services Fee**”). The Services Fee exclude license fees, expenses and out-of-scope services.
5. **Expenses.** Any expenses incurred by a consultant are charged on an actual basis, unless otherwise stated in the Order.
6. **Invoicing.** The Services Fee will be invoiced and due as set forth in Company’s offer and confirmed through the Order. If any additional Services Fee is required because of an Order amendment, the additional Services Fee will be invoiced and due as described in the Order amendment.
7. **Customer Responsibilities and Required Infrastructure.** The successful completion of the Services requires Customer’s cooperation. Customer will fulfil its responsibilities described in the applicable service description and provide all information, data, documentation, equipment, and other resources as may be reasonably requested by the consultant to enable the consultant to meet its responsibilities. Customer is responsible for system, network, and security infrastructure provisioning, configuration, and troubleshooting, and providing sufficient and timely access for the consultant to its systems and personnel during normal business hours.
8. **Project Manager.** Both Company and Customer will provide a dedicated project manager to support each party’s responsibilities and dependencies for the project.
9. **Failure to Perform.** Company and its consultants will be excused for a failure or delay in performance of obligations to the extent that non-performance is caused by act or omission of Customer, so long as Company or the consultant provides without undue delay written notice to Customer of any expected failure or delay and uses all reasonable efforts to avoid and minimize the impact of any such failure or delay.
10. **Service Completion.** The Services are completed upon the first of the following to occur: (1) all deliverables included in the service description are delivered by the consultant or (2) for time and material engagements, the consultant has performed the estimated hours or the deliverables have been delivered.
11. **Customer Acceptance.** All deliverables will be deemed accepted by Customer upon delivery, unless Customer provides written notice to Company within five (5) days of delivery specifically identifying the manner in which the deliverables fail to materially comply with the applicable service description (in which case the consultant will have the right to correct the deliverables as it deems appropriate to satisfy the specifications and deliver corrected deliverables to Customer).
12. **Delivery Reschedule.** Company will schedule the Services to be provided in consultation with Customer. If Customer does not meet its responsibilities described in the applicable service description and the failure results in a change to the agreed delivery dates, which may result in additional Services Fees.
13. **Change Request.** Any change of the Services requested by Customer must be feasible for Company and agreed upon in writing between Company and Customer. A change request may result in additional Services Fees to be paid by Customer to Company. Any cancellation by Customer of already scheduled Services may be subject to Customer’s (partial) payment of the related Services Fee. No refund and/or reimbursement will occur with regard to the Services already provided.
14. **Provision of Services.** The Services will be provided during Company’s normal office hours and during normal business days being from Monday till Friday between 9 AM and 6 PM (CET). Any Services to be provided outside normal office hours and normal business days will be charged as follows:

<u>Monday – Friday:</u>	Between 6 PM and 10 PM (CET) - 150 % of the hourly Services Fee
	Between 10 PM and 7 AM (CET) - 200 % of the hourly Services Fee

Saturday: Between 7 AM and 6 PM (CET) - 150 % of the hourly Services Fee

 Between 6 PM and 12 AM (CET) - 200 % of the hourly Services Fee

Sunday: Between 12 AM and 7 AM (CET) (Monday morning) - 200 % of the hourly Services Fee

Bank holidays*: 200 % of the hourly Services Fee

** Bank holidays are to be considered January 1st, Easter Sunday and Monday, Dutch King's Day, Dutch Liberation Day, Ascension Day, Pentecost Sunday and Monday, December 25th and 26th.*
