## SPECIFIC CONDITIONS FOR ICT GOODS AND SERVICES

**1 Relation to GPC**

1.1 These Specific Conditions ICT shall complement (and where applicable overrule) the General Conditions for purchases of ICT hardware; software and services.

1.2 In the event of a conflict or inconsistency between the General Conditions and any SOW attached to the purchase order, the order of precedence shall be: (i) General Conditions, and (ii) the SOW and (iii) the purchase order.

**2 Price benchmark**

2.1 The Supplier shall provide all reasonable cooperation to a benchmark investigation (conducted either by FrieslandCampina or an independent third party) and shall provide all information and documents reasonably requested, provided that the Supplier will not be required to provide its internal margin or cost data or data relating to other Supplier customers. If the results of the investigation indicate that Supplier prices exceed those of others, then the parties shall discuss a decrease of the prices. If the parties do not reach an agreement, then FrieslandCampina has the right to terminate the contract without any costs.

**3 Additional warranties on Hardware**

3.1 Supplier warrants the continued availability to FrieslandCampina of Hardware and components of similar or better specifications thereof at normal market prices for 10 years after the final delivery in accordance with the contract.

3.2 Supplier shall maintain the Hardware and spare parts that he supplies for at least 7 years from the date of delivery or, if an acceptance test has been agreed, from the date of acceptance.

**4 ICT Service Levels**

4.1 Supplier undertakes to provide the Services to FrieslandCampina in conformance with the ICT Service Levels as agreed between the parties (or as provided by FrieslandCampina).

4.2 In the event Supplier does not meet an ICT Service Level Standard, Supplier shall: (a) owe to FrieslandCampina any appropriate service credit; and, (b) use its best efforts to ensure that any unmet service level standard is subsequently met. Notwithstanding the foregoing, Supplier will use its best efforts to minimize the impact or duration of any outage, interruption, or degradation of service. In no case shall FrieslandCampina be required to notify Supplier that a service credit is due as a condition of payment of the same. The payment of any applicable service credit will be effected by supplier issuing a credit note, and FrieslandCampina may set off the credit against the price.

4.3 FrieslandCampina shall have, in addition to any other rights and remedies under the contract or at law, the right to immediately terminate the contract, where Supplier fails to meet any ICT Service Level standard: (a) to such an extent that FrieslandCampina's ability, as solely determined by FrieslandCampina, to use the services is materially disrupted, force majeure events excepted; or, (b) for 4 months out of any 12-month period.

**5 Change control procedure.**

5.1 FrieslandCampina may, upon written notice, request changes to the scope of the Services. If FrieslandCampina requests an increase in the scope, FrieslandCampina shall notify Supplier, and, not more than 5 business days (or other mutually agreed upon period) after receiving the request, Supplier shall notify FrieslandCampina whether or not the change has an associated cost or time impact. If FrieslandCampina approves, FrieslandCampina shall issue a change control note, after which the Supplier is authorized to carry out the change. FrieslandCampina shall have the right to decrease the scope of Services and the associated fees will be reduced accordingly.

**6 Software Delivery**

6.1 Supplier shall deliver the Software and provide license keys (where applicable) in accordance with the mode agreed in the purchase order. electronic delivery is completed, when Supplier has made an electronic copy available for download and FrieslandCampina is able to download it.

**7 Warranties on Software**

7.1 In addition to and not in lieu to warranties on Goods stated in the Generic Conditions, Supplier represents and warrants to FrieslandCampina that:

a. the Software contains no viruses or known vulnerabilities at the time of delivery;
b. Supplier has tested the Software thoroughly before delivery to FrieslandCampina, using the latest anti-virus tools available at the time of testing, if a virus is discovered or suspected at any time, Supplier will notify FrieslandCampina immediately and Supplier shall take appropriate measures;
c. the Software is complete and ready for use and that, even if not expressly mentioned, all utilities required for correct operation are included in the delivery.

7.2 Supplier shall transfer all intellectual property rights in and to the Bespoke Software to FrieslandCampina to the fullest extent possible together with all renewals and extensions thereof and including documentation and preparatory materials. Supplier unconditionally co-operates with FrieslandCampina in any legal procedures and perform all acts required to effect such transfer.

7.3 Supplier grants to FrieslandCampina an irrevocable, world-wide, transferable non-exclusive and perpetual license to use, execute, store, duplicate, distribute, maintain and support the Software at any FrieslandCampina location on behalf of FrieslandCampina or its Affiliates and joint ventures.

**8 Escrow**

8.1 Supplier will on FrieslandCampina's first request co-operate in setting up a 'source code escrow arrangement' with respect to the Software and its source code FrieslandCampina may require the release of the materials from the escrow agent in case Supplier is no longer willing or able to perform such activities for FrieslandCampina due to a force majeure event, cessation of business activities, bankruptcy, default or decisions to stop supporting the Software. Each party will cover its own costs in setting up the source code escrow arrangement, except that the costs of the escrow agent will be borne by FrieslandCampina.

**9 Storage**

9.1 The SaaS shall include the applicable allocation of base data storage described in the contract. Supplier shall immediately notify FrieslandCampina when FrieslandCampina has 80% of FrieslandCampina's then-current data storage maximum. Within 5 calendar days of FrieslandCampina's request, Supplier shall make additional data storage available to FrieslandCampina at the rates described in the purchase order.

**10 Changes in functionality**

10.1 During the term of the contract, Supplier shall not reduce or eliminate functionality in the Software or SaaS. Where Supplier has reduced or eliminated functionality in the SaaS, FrieslandCampina, at FrieslandCampina's sole election and in FrieslandCampina's sole determination, shall:

a. have, in addition to any other rights and remedies under the contract or at law, the right to immediately terminate the contract and be entitled to a return of any prepaid fees; or,
b. determine the value of the reduced or eliminated functionality and Supplier will immediately adjust the Service fees accordingly on a prospective basis.

10.2 Where Supplier has introduced like functionality in other Services, FrieslandCampina shall have an additional license and subscription right to use and access and training to the new Services, at no additional charge, with the same rights, obligations, and limitations as for the SaaS.

**11 Maintenance**

11.1 Supplier shall provide no less than 60 calendar day's prior written notice to FrieslandCampina of all non-emergency maintenance to be performed on the SaaS Services, such written notice including a detailed description of all maintenance to be performed. For emergency maintenance, Supplier shall provide as much prior notice as commercially practicable to FrieslandCampina and shall provide a detailed description of all maintenance performed no greater than 1 calendar day following the implementation of the emergency maintenance.

11.2 Unless as otherwise agreed to by FrieslandCampina on a case-by-case basis, for non-emergency maintenance, FrieslandCampina shall have a 10-business day period to test any maintenance changes prior to Supplier introducing such maintenance changes into production. In the event that FrieslandCampina rejects, for good cause, any maintenance changes during the 10-business day period, Supplier shall not introduce such rejected maintenance changes into production. At the end of the 10-business day period, if FrieslandCampina has not rejected the maintenance changes, the

maintenance changes shall be deemed to be accepted by FrieslandCampina and Supplier shall be entitled to introduce the maintenance changes into production.

**12 Backup and recovery of FrieslandCampina Data**

12.1 As a part of the Services, Supplier is responsible for maintaining a backup of FrieslandCampina data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described in the contract, Supplier shall maintain a contemporaneous backup of FrieslandCampina's data that can be recovered within 2 hours at any point in time. Additionally, Supplier shall store a backup of FrieslandCampina data in an off-site "hardened" facility no less than daily, maintaining the security of FrieslandCampina data, the security requirements of which are further described in the contract. Any backups of FrieslandCampina data shall not be considered in calculating storage used by FrieslandCampina.

**13 Definitions**

For the purposes of these Specific Conditions ICT and all related documents, the following terms shall have the following meanings:

13.1 "Bespoke Software" means software developed and/or built on behalf of FrieslandCampina based on FrieslandCampina's requirements;

13.2 "Hardware" means Goods with a bespoke ICT capability;

13.3 "SaaS" means Software as a Service;

13.4 "ICT Service Levels" means a measure of the standard to which the Services are performed as set out in the purchase order;

13.5 "Software" means the computer programs set out in the purchase order and all user documentation in respect of such programs and any modification which is: (i) acquired or licensed by FrieslandCampina during the subsistence of the purchase order (including SaaS and Bespoke Software); or (ii) required for the performance of or the receipt of the benefit of the Services including any third-party software;

13.6 "SOW" means statement of work as a description of the Services or work for ICT to be performed.