



GENERAL CONDITIONS OF PURCHASE

Transdev Nederland

Version June 2025

Table of Contents

Part 1 General Provisions

3

- D.1.1 Definitions and references
- D.1.2 Applicability of GCP
- D.1.3 Quotations and formation of agreements
- D.1.4 Execution of agreements
- D.1.5 Supplier's Obligations
- D.1.6 Group companies and third-party service providers
- D.1.7 Subcontractors
- D.1.8 Personnel
- D.1.9 Prices, invoicing and payment
- D.1.10 Personal data
- D.1.11 Transdev Data
- D.1.12 Information security
- D.1.13 Corporate social responsibility
- D.1.14 IP rights
- D.1.15 Warranties and indemnity
- D.1.16 Force majeure, liability and insurance
- D.1.17 Termination of agreements and consequences of termination
- D.1.18 Exit procedure
- D.1.19 Miscellaneous
- D.1.20 Applicable law and disputes

Part 2 Flexible workers

11

- D.2.1 General
- D.2.2 Location, working hours and reimbursements
- D.2.4 Supplier's obligations
- D.2.5 Dutch Workers Allocation by Intermediaries Act
- D.2.1 Reimbursements, taxes and social security contributions owed by the Supplier
- D.2.7 Applicable laws and regulations, certificates and qualifications
- D.2.8 Performance of the work
- D.2.9 IP rights
- D.2.10 Warranties and indemnity
- D.2.11 Independent contractors

Part 3 The provision of IT services and products

15

- D.3.1 General
- D.3.2 IT agreements
- D.3.3 Acceptance procedure
- D.3.4 Hardware
- D.3.5 Software
- D.3.6 Maintenance and Support
- D.3.7 Hosting & XAAS
- D.3.8 Software development
- D.3.9 Exit procedure

Annex 1 Definitions

20

These general conditions of purchase (GCP) consist of 3 parts:

Part 1 contains the provisions applicable to all agreements,

Part 2 contains additional provisions for the use of flexible workers and,

Part 3 contains the additional conditions for the provision of IT services and products.

General Provisions

D.1.1 Definitions and references

1. Words defined in these GCP will have only the meaning assigned to them in Annex 1.
2. References to articles are references to articles in the GCP, unless another reference source is mentioned after the article in question.

D.1.2 Applicability of GCP

1. The GCP apply to all quotations and agreements between the Supplier and Transdev for the delivery of Performances by the Supplier to Transdev. In the event of contradictions, the provisions of these GCP prevail over the content of quotations.
2. If the GCP apply (or have applied) to a (previous) agreement, the GCP also apply to all subsequent agreements.
3. The provisions of the GCP apply to the benefit of Transdev, as well as all other Group Companies. Group Companies may directly invoke the GCP against the Supplier.

D.1.3 Quotations and formation of agreements

1. A quotation from the Supplier is an irrevocable offer for a period of three months after receipt of the quotation by Transdev.
2. Until an agreement has been duly signed, Transdev may terminate negotiations at any time without having any further obligations towards the Supplier.
3. Verbal statements by Transdev Personnel are not binding on Transdev. Transdev will only have obligations to the extent that they arise from a written signed agreement.
4. Any ambiguities, contradictions, inaccuracies or incompleteness in quotations will be explained in a manner favourable to Transdev.
5. Transdev is deemed to have provided the Supplier with all information or to have given the Supplier the opportunity to obtain all information and to conduct all research required or desired by the Supplier in order to submit a quotation and decide to enter into the agreement. Inaccuracies in the quotation and in the agreement with regard to the Performance to be delivered are at the expense and risk of the Supplier.

D.1.4 Execution of agreements

1. When executing the agreement, the Supplier will comply with all applicable laws and regulations and with the Company Policy announced in advance by Transdev.
2. The Supplier will execute the agreement in accordance with the agreed terms and conditions and at the agreed time and place.
3. The Supplier will provide, at its own expense and risk, all resources required for the execution of an agreement.
4. If the Supplier uses or has in its possession items from Transdev for the execution of an agreement, the Supplier will exercise due care in this regard. The Supplier will insure Transdev's goods against all usual risks.
5. Supplier is responsible for the secure handling of Transdev's assets, including, but not limited to, equipment, data and access rights. If the Supplier receives company assets from Transdev, it must handle them carefully and use them exclusively for the performance of the agreement. Supplier must immediately report unauthorized access, loss or misuse of these assets to Transdev.

6. The Supplier follows all instructions given by Transdev in the context of the execution of the agreement. If the Supplier believes that this cannot reasonably be expected of it, the Supplier will consult with Transdev.
7. The Supplier keeps Transdev informed of the execution of the agreement. Transdev may (instruct third parties to) inspect and monitor the execution of the agreement by the Supplier.
8. If the Supplier cannot execute the agreement (correctly or in time), Transdev may have the agreement executed by a third party. In that case, the Supplier will cooperate in the transfer of the relevant activities to the third party. Transdev is only obliged to pay compensation for the Performance(s) effectively delivered and accepted up to the moment of transfer.
9. As soon as the Supplier expects or becomes aware that Transdev cannot execute the agreement (correctly or in time), the Supplier will inform Transdev thereof, including how any negative consequences thereof for Transdev can be prevented or limited. Only if the Supplier complies with this information obligation will the Supplier be entitled to any appeal to creditor's default.
10. Transdev may change the scope and content of the Performance to be delivered. If such a change leads to a reduction in the scope of the Performance, the Supplier will reduce the agreed price pro rata. If, in the opinion of the Supplier, such a change should lead to an increase in the agreed price or an adjustment of the delivery time, the Supplier will submit a new quotation for this purpose, failing which the change will form part of the agreement without an adjustment of the price or delivery time. If the parties fail to reach agreement on an adjustment to the agreement following such quotation, Transdev may terminate the original agreement in accordance with Article D.17.2.
11. Partial deliveries are only permitted after the express written consent of Transdev.

D.1.5 Supplier's Obligations

1. The Supplier will deliver all Documentation pertaining to the Performances to Transdev. Transdev may make copies of such Documentation for internal use. The Documentation is sufficiently understandable and detailed for a reasonably competent user of the Performance.
2. The Supplier may not transfer its obligations towards Transdev to third parties without Transdev's consent. If the Supplier nevertheless transfers the goods to a third party without consent, this constitutes a breach of contract and the transfer is also invalid (with effect on property rights).
3. The Supplier cannot suspend its obligations and is not entitled to a right of retention.
4. The Supplier warrants that the Performances comply with applicable laws and regulations. The Supplier indemnifies Transdev against all sanctions and fines imposed on Transdev, whether or not by the government, arising from the fact that the Performances do not comply with applicable laws and regulations.
5. The Supplier enables Transdev to comply with laws and regulations applicable to Transdev with respect to (the use of) the Performances. The Supplier provides all cooperation required by Transdev to (be able to) comply with laws and regulations applicable to Transdev, including amending an agreement if there is reason to do so on the basis of laws and regulations applicable to Transdev.
6. The Supplier guarantees that the Performances comply with the agreement and are suitable for the purpose for which Transdev purchases them.
7. The Supplier guarantees that it can and will continue to provide the agreed Performances for a period of at least 2 years after the conclusion of the agreement, even if the initial term of the agreement is shorter.
8. The goods and services to be supplied by the Supplier must be of good quality, suitable for the purpose for which they are intended and free from execution and/or material and/or design errors. When carrying out work, the Supplier will use new materials, unless otherwise agreed.
9. The Supplier guarantees for 2 years after delivery that the goods have no visible or invisible defects.
10. The Supplier delivers goods to Transdev in accordance with the most recent version of the INCOTERM DDP (Delivery Duty Paid).
11. If goods contain hazardous substances, the Supplier will report this prior to delivery. The Supplier will provide the delivery of hazardous substances with Documentation (including at least the most recent version of the Safety Data Sheet) showing how the hazardous substances must be handled, stored and used safely, what precautions Transdev must take and what reactive (emergency) measures must be taken in the event of an incident involving the hazardous substance.

12. If the Supplier prescribes the use of CMR substances, the Supplier will provide Transdev with a document indicating for each prescribed product containing CMR substances why this substance must be used, the frequency thereof and the reason why the use of an alternative substance is not possible.
13. Transdev may (instruct a third party to) investigate the extent to which the Supplier fulfils its obligations under an agreement. To this end, the Supplier will provide all cooperation desired by Transdev.
14. If the Supplier has a best-efforts obligation, the burden of proof that the Supplier has fulfilled that obligation lies with the Supplier.
15. If an agreement pertains to the performance of Maintenance, this includes Preventive Maintenance, Corrective Maintenance and Innovative Maintenance.

D.1.6 Group companies and third-party service providers

1. The Supplier enters into the Agreement for the benefit of Transdev and any Group Company designated by Transdev. Any Group Company designated by Transdev may invoke the Agreement directly against the Supplier.
2. Transdev may designate Group Companies to which the Supplier must deliver the Performances. If Transdev or such Group Company so wishes, the Supplier and such Group Company will enter into an agreement with each other on equal terms for the provision of such Performances.
3. If Transdev wishes to have an agreement taken over by a Group Company of Transdev, the Supplier hereby approves this on the condition that the acquiring Group Company confirms in writing to the Supplier that it is bound by that agreement.
4. If Transdev disposes of a Group Company of Transdev in the sense that such company ceases to be a Group Company of Transdev after disposal, Transdev may terminate the Agreement or have the Agreement (in whole or in part) taken over by such company under the conditions of Article D.1.6.3.
5. If Transdev outsources certain (business) activities to a third party, Transdev may (i) designate that third party as the party to which the Performances must be delivered, or (ii) if Transdev so wishes, have the agreement taken over by that third party under the terms of Article D.1.6.3, or (iii) terminate the agreement if the Performances relate to those business activities. For the purpose of (i) and (ii), the third party may not be a direct competitor of the Supplier.

D.1.7 Subcontractors

1. If the Supplier uses subcontractors, the Supplier remains responsible for fulfilling the obligations under the agreement. The Supplier is fully liable to Transdev for the execution of the agreement by the Supplier and the subcontractor(s) engaged by it.
2. The Supplier imposes on the subcontractor the obligations to be outsourced to the subcontractor under the agreement, as well as the obligations arising from the GCP. The Supplier ensures that subcontractors comply with all applicable laws and regulations.
3. The Supplier will pay the fees owed to its subcontractors in a timely and complete manner and will pay the levies, premiums and taxes applicable to the fees in a timely and complete manner.
4. The Supplier will indemnify Transdev against claims from subcontractors or third parties that are the (in)direct result of the Supplier's use of subcontractors.

D.1.8 Personnel

1. The Supplier guarantees to pay the wages or fee due to its Personnel in a timely and complete manner and to pay the applicable payroll taxes, premiums and taxes in a timely and complete manner.
2. The Supplier will deploy sufficiently qualified and experienced Personnel in a professional manner and in view of the nature of the Performance to be delivered.
3. The Supplier will comply with all applicable laws and regulations regarding the identification and screening of current and new Supplier Personnel and with all applicable requirements and procedures of Transdev of which Transdev has notified the Supplier. For the execution of the agreement, the Supplier will only use Personnel for whom all required procedures have been completed.

4. The Supplier must obtain written consent from Transdev to allow its Personnel to enter Transdev premises. Transdev will not withhold consent based on unreasonable grounds. Transdev has the right to withdraw its consent and/or remove Supplier Personnel from Transdev premises if, in Transdev's sole discretion, there is reason to do so. In the latter case, the Supplier will not be released from its obligations under the agreement.
5. Supplier Personnel located at Transdev premises will cause minimal disruption to the day-to-day operations of Transdev and Transdev Personnel.
6. At the request of Transdev, Supplier Personnel will identify themselves at Transdev premises by means of valid proof of ID.
7. The Supplier will not replace its Personnel involved in the execution of an agreement, unless the cause for replacement is beyond the Supplier's control, such as in the event of long-term illness or resignation of the Staff Member, or due to such a cause that the Supplier cannot reasonably be expected to have that Staff Member perform work. The day-to-day operations at Transdev should not be affected by the replacement.

D.1.9 Prices, invoicing and payment

1. The Supplier's prices are in Euros, exclusive of VAT and, regardless of the provisions set out in the quotation, are fixed for the term of the agreement, unless expressly agreed otherwise in writing.
2. All costs, expenses, rates and levies associated with the execution of the agreement are included in the price.
3. The Supplier will bear the costs of drawing up quotations and of delivering trial deliveries, samples, testers, etc.
4. If the Supplier anticipates contract extras, the Supplier will submit a quotation for this. Transdev will only have a payment obligation for contract extras if it has accepted the quotation in writing. If the Supplier delivers more performance than agreed, the Supplier will do so at its own expense.
5. The Supplier will invoice the Services in accordance with the requirements set by Transdev for the invoice. If an invoice does not meet the requirements made known by Transdev, including at least the mention of a purchase reference number, payment of that invoice is not due.
6. Transdev must pay non-contested invoices within 30 days of receiving the invoice. Transdev's records provide compelling evidence of the date of receipt.
7. Payment of an invoice is not due if Transdev disputes the invoice or part thereof. Transdev will inform the Supplier of the cause underlying the dispute and give the Supplier the opportunity to remedy or eliminate that cause.
8. Failure to pay a disputed invoice does not constitute a breach by Transdev and does not release the Supplier from its obligations.
9. If Transdev has a claim against the Supplier or a Group Company of the Supplier, Transdev may offset that claim against payment obligations that Transdev has towards the Supplier. The Supplier may not offset claims against Transdev against claims that Transdev has against the Supplier.
10. The Supplier will invoice the Performances delivered after delivery, but no later than 6 months after delivery. If the Performances delivered have not been invoiced within 6 months of delivery, the Supplier will no longer be entitled to payment thereof and Transdev will be released from any payment obligation in this regard.
11. Payment of an invoice does not imply acceptance of the invoiced Performances.
12. If the Parties have agreed that the Supplier may charge the price on the basis of a subsequent calculation, the Supplier will make a preliminary and as accurate an estimate as possible of the price that is expected to be charged on the basis of a subsequent calculation. When settling on the basis of a subsequent calculation, the Supplier will include with its invoice a specification with a detailed description of the work performed and materials used. Until the Supplier has provided such a specification, payment of the invoice is not due.

D.1.10 Personal data

1. If the Supplier processes personal data on behalf of Transdev, where Transdev is the controller and the Supplier is the processor, the Supplier is hereby bound by all obligations that Transdev must impose on the Supplier in its capacity as a processor under applicable laws and regulations, such as Article 28 paragraph 3 of the GDPR. Unless otherwise agreed, the duration of the processing is equal to the term of the agreement.

2. The Parties will enter into a separate processing agreement for the processing of personal data based on the Transdev model.
3. If parties process personal data where Transdev and the Supplier are joint controllers, the Supplier will, if Transdev so demands, enter into an agreement within the meaning of Article 26 of the GDPR based on the Transdev model.

D.1.11 Transdev Data

1. If the Supplier receives or is granted access to Transdev Data, it will (a) keep it strictly confidential and guarantee the strict confidentiality of Transdev Data, (b) only make it available to persons who need to access it by virtue of their position, (c) not use it for any purpose other than the execution of an agreement and (d) return it if Transdev so demands or, at Transdev's discretion, destroy it, without retaining any copies thereof. The Supplier will ensure that its Personnel are bound to maintain confidentiality with regard to Transdev Data.
2. The duty of confidentiality in paragraph 1 does not apply to Transdev Data that: (a) was already generally known within the public domain at the time such information was provided to the Supplier, (b) was obtained, developed or manufactured by the Supplier itself other than through the use of the Transdev Data, (c) became known to the Supplier without a duty of confidentiality, in a manner that was not the result of a breach of a contractual obligation of the Supplier or a third party towards Transdev and was not the result of any wrongful act against Transdev, or (d) was provided to third parties with the consent of Transdev. The Supplier has the burden of proof of all circumstances mentioned in this article.
3. Transdev does not guarantee the accuracy, completeness, quality and/or content of the Transdev Data and has no obligations towards the Supplier in this regard.
4. If Transdev so demands, the Supplier will deliver the Transdev Data in its original form and/or file format to Transdev at a time and in a manner to be determined by Transdev, without retaining any transcript or copy thereof.

D.1.12 Information security

1. If the Supplier receives Transdev Data and/or gains access to Transdev IT Systems, the Supplier will take appropriate security measures. The Supplier will inform Transdev of all security measures taken.
2. If the security measures taken by the Supplier do not meet the Minimum Security Requirements, the Supplier will, at the request of Transdev, take such additional security measures that the Supplier still meets the Minimum Security Requirements. As long as the security measures taken by the Supplier do not, in the opinion of Transdev, meet its Minimum Security Requirements, Transdev may terminate the agreement in accordance with Article D.1.17.2.
3. If the Supplier becomes aware that there is a threat or has been a breach of the security of Transdev Data, the Transdev IT Systems or the Minimum Security Requirements, the Supplier will immediately notify Transdev thereof.
4. The Supplier will not establish any links or connections between the Transdev IT Systems and external IT systems, nor will it access the Transdev IT Systems without the explicit consent of Transdev.
5. If the Supplier, with Transdev's consent, establishes a link or connection between the Transdev IT Systems and external IT systems or gains access to the Transdev IT Systems, the Supplier will use that link, connection or access solely for the purpose of fulfilling obligations under an agreement.
6. The Supplier will not apply any encryption to Transdev Data other than agreed. Once encryption is applied, the Supplier will release the decryption key to Transdev.

D.1.13 Corporate social responsibility

1. The Supplier will comply with all statutory health, safety, sustainability and environmental regulations, including laws and regulations relating to working conditions.
2. The Supplier will act in accordance with the principles as agreed on in the Transdev Supplier Charter and will not deliver Performances that do not meet the requirements set out in the Supplier Charter.

D.1.14 IP rights

1. The Supplier guarantees that the Performances and the use that Transdev makes thereof in accordance with the purpose for which Transdev purchased the Performances do not infringe any third-party IP rights. To the extent that the Performances are subject to third-party IP rights, the Supplier will provide Transdev with sufficient user rights to the parts of the Performances to which such IP rights apply, without further costs. The Supplier will indemnify Transdev against third-party claims based on the position that (the Transdev's use of) the Performances infringes their IP rights.
2. The Supplier hereby grants a worldwide, non-exclusive, perpetual, non-suspendable licence to the Supplier's IP rights on the Performances to be able and be permitted to use the Performances in accordance with the purpose for which Transdev purchased them.
3. If the Supplier produces certain Performances on behalf of Transdev, Transdev will acquire the IP rights arising in the context of those Performances. The Supplier transfers those IP rights to Transdev by signing the agreement, which transfer Transdev hereby accepts. The signed agreement serves as a deed of transfer of the IP rights. If the transfer of Transdev's IP rights to the Supplier requires (additional) (legal) acts, the Supplier will perform all (additional) (legal) acts necessary to effect the transfer. This on its own initiative, but at the latest if Transdev so demands. The Supplier hereby grants Transdev an irrevocable power of attorney to perform all (legal) acts necessary for the transfer of the IP rights to Transdev. The Supplier will also ensure the transfer of any source codes and other source files and associated Documentation relating to the IP rights acquired by Transdev.

D.1.15 Warranties and indemnity

1. If the Supplier has a warranty obligation, this is an obligation to achieve results, in which case the Supplier cannot invoke force majeure or limitation/exclusion of liability and in which case the Supplier – in the event of non-compliance with this warranty obligation – indemnifies Transdev against third-party claims from that are (in)directly the result of such non-compliance by the Supplier. In addition to invoking the warranty, Transdev is also entitled to invoke the conformity of the warranted property.
2. If a defect covered by the warranty occurs during an applicable warranty period and that defect is remedied under the warranty, a new equal warranty period will commence for the repaired or replaced part each time the remedy has been completed.
3. If a Supplier is subject to an indemnity obligation, this means that, if Transdev so demands, the Supplier will:
 - a. either (i) assume the defence against the third-party claims or demands and bear all (legal) costs thereof, the Supplier following all reasonable instructions of Transdev in connection with the defence, or – at Transdev's discretion – (ii) reimburse Transdev for all (legal) costs Transdev reasonably has to incur in defending itself against the third-party claims or demands;
 - b. indemnify Transdev and keep it indemnified, whether or not by paying to Transdev the amount that Transdev is required to pay to the third party pursuant to the notice of liability or claim; and
 - c. at its own expense, do or omit anything to bring the Performance and the use Transdev makes of it into accordance with the agreement.
4. In addition to demanding compliance with the indemnity obligation, Transdev may also rely on the conformity of the property for which Transdev has been indemnified.

D.1.16 Force majeure, liability and insurance

1. Force majeure will not apply if the Supplier's failure to perform is the (in)direct consequence of (a) (temporary) unavailability of Personnel, subcontractors or suppliers required to fulfil the obligation, (b) or the failure by subcontractors or suppliers of the Supplier to deliver services (in time, correctly or sufficiently) unless these subcontractors or suppliers are in a situation of force majeure.

2. If the Supplier fails to fulfil obligations under an agreement, the Supplier is liable for the damage suffered by Transdev as a result, unless the shortcoming cannot be attributed to the Supplier. Supplier's liability is limited to direct damages. Direct damages includes, among other things:
 - a. costs that Transdev must incur to limit damage;
 - b. reasonable costs to assess the damage and liability;
 - c. costs associated with replacing damaged or damaging Performances;
 - d. damage to the Performance caused as a result of the shortcoming;
 - e. costs associated with keeping items, services, IT, software, personnel, etc. that would be replaced (in whole or in part) by the Services in working or operational condition for a longer period of time;
 - f. costs of Personnel or third parties involved in connection with the shortcoming;
 - g. costs that Transdev must incur to carry out the Performance itself or have it carried out by a third-party supplier;
 - h. costs or damage in connection with loss or corruption of Transdev Data or breach of confidentiality;
 - i. fines imposed on Transdev by the government, whether or not acting in a private-law capacity;
 - j. legal costs incurred by Transdev in response to or as a result of the shortcoming.

Costs include both internal (personnel/company) costs of Transdev and costs charged by third parties. The above limitation of liability does not apply in the event of intent or gross negligence.
3. The Supplier's obligations regarding warranty, indemnity, cancellation and undue payment are unlimited in scope.
4. The Supplier insures and maintains insurance against all (liability) risks arising from the agreement.
5. At Transdev's request, the Supplier will provide access to the applicable policy schedules and the extent of the current cover provided by its insurance.
6. At Transdev's request, the Supplier will assign claims that the Supplier has against the insurer in connection with a liability claim by Transdev against Supplier to Transdev. The Supplier hereby grants an irrevocable limited power of attorney to Transdev to assign any claim of Supplier on its insurer in connection with a claim by Transdev to Transdev.
7. If the Supplier is liable to Transdev or if Transdev has another payment claim against the Supplier, the Supplier will, at Transdev's request, provide security for payment of an amount equal to 130% of that claim.

D.1.17 Termination of agreements and consequences of termination

1. Transdev may, with effect from the end of a calendar month, (prematurely) terminate all or part of any agreement, subject to a notice period of 3 months.
2. A party may (prematurely) terminate all or part of any agreement, with immediate effect if:
 - a. the other party has been declared bankrupt, a suspension of payments has been granted, the other party's company is being liquidated or a significant part of the other party's assets are being seized;
 - b. a force majeure situation lasts longer than 30 days.

In addition, Transdev may (prematurely) terminate all or part of any agreement, with immediate effect if:

 - c. the control over the Supplier has changed;
 - d. a concession or agreement granted to Transdev for the transport of persons for the benefit of which Transdev uses the Performances ends;
 - e. an event occurs as referred to in Article D.1.4.12 or D.1.12.2;
 - f. a situation arises on the basis of which, measured objectively, Transdev cannot reasonably be expected to allow the agreement to continue.
3. The Supplier will inform Transdev if the Supplier is in a situation as referred to in Article D.1.17.2. a. b. or c. or becomes aware that such a situation is likely to occur.
4. If an agreement is dissolved, Transdev is never under any obligation to reverse this other than the return of the movable property delivered under the dissolved agreement. Transdev may release the Supplier from certain reversal obligations incumbent on Supplier with respect to the Performances delivered under the dissolved agreement.
5. If an agreement is terminated, the Supplier will have no claim against Transdev on account of undue payment in respect of the Performances delivered under the dissolved agreement.
6. The Supplier is not released from its obligations under an agreement during the exit procedure (see D.1.18). To the extent required, the agreement will continue until the exit procedure has been completed.
7. Obligations that are by their nature intended to do so will continue after termination of an agreement.

D.1.18 Exit procedure

1. The exit procedure comes into effect as soon as:
 - a. a Party performs a legal act that terminates the agreement; or
 - b. Transdev declares this in writing to the Supplier.During the exit procedure, the Supplier will continue to deliver the Performances agreed on in an agreement at least until the obligation to provide the Exit Services expires.
2. During the exit procedure, the Supplier will do everything necessary and provide all cooperation requested by Transdev or a successor supplier to be designated by Transdev to ensure that:
 - a. the delivery of the Performances is not (temporarily) interrupted or stagnated during the exit procedure.
 - b. Transdev itself or a successor supplier can take over or replace the delivery of the relevant Performances in an uninterrupted and undisturbed manner.
 - c. Transdev may discontinue the use of the Performances agreed upon in the terminating agreement after the end of the agreement without this affecting the normal day-to-day business operations of Transdev.
3. The Supplier will make all Transdev Data available to Transdev or a successor supplier in a manner specified by them in advance and in the form and/or file format desired by them.
4. The Supplier will make all Know-How and Documentation relating to the Performances available to Transdev or the successor supplier and, if requested by Transdev, it will provide training that contributes to achieving the provisions of Article D.1.18.2.
5. The obligation to provide Exit Services lapses at the time Transdev declares this in writing.
6. The Supplier will invoice the Exit Services on the basis of a subsequent calculation, at hourly rates agreed on in advance between the parties.

D.1.19 Miscellaneous

1. Whether or not a particular right is exercised does not affect all (other) rights a party may exercise in that specific case under the agreement, the GCP or the law.
2. If a party has rights under an agreement, that party may exercise those rights with respect to the whole agreement or parts thereof.
3. If Transdev has a specific right, the Supplier will provide all cooperation required or reasonably desired by Transdev to enable it to exercise that right.
4. If any (part of a) provision of an agreement is found to be invalid or unenforceable, the remaining (parts of) provisions will be construed as if such invalid or unenforceable provision had not been included and the invalid or unenforceable provision (or part thereof) will be deemed to have been replaced with a valid, enforceable provision that reflects the purport of the replaced provision as closely as possible.
5. Transdev is authorised to amend the GCP unilaterally, unless the amendments lead to results that are unacceptable by standards of reasonableness and fairness.

D.1.20 Applicable law and disputes

1. Every agreement is governed by Dutch law. The applicability of the Vienna Sales Convention and of the conflict-of-law rules of private international law is excluded.
2. The parties will attempt to resolve disputes by mutual agreement. Disputes that cannot be resolved by mutual agreement will in the first instance be submitted exclusively to the competent judge of the Central Netherlands court, Utrecht location.

Flexible workers

D.2.1 General

1. The provisions of this Part 2 apply in the event of the deployment of Flexible Workers.
2. If a Flexible Worker has an obligation under this Part 2, this concerns both an obligation of the Supplier towards Transdev and of the Flexible Worker towards Transdev. The Supplier imposes the relevant obligations on the Flexible Worker and is liable for the fulfilment of obligations by Flexible Workers.
3. If Transdev enters into an agreement directly with a specific Flexible Worker, that Flexible Worker is a Supplier within the meaning of the GCP.

D.2.2 Location, working hours and reimbursements

1. The work location of the Flexible Worker is determined by Transdev.
2. The Flexible Worker does not work more than the agreed number of hours. Transdev is not required to reimburse additional hours worked, unless Transdev has explicitly agreed in advance to the additional hours to be worked.
3. Unless otherwise agreed, the time that the Flexible Worker spends other than on the performance of the agreement does not have to be reimbursed by Transdev, such as travel time to and from the work location, breaks, attending social company activities and the time that must be spent on the (further) training required or desired for the position.
4. If the Flexible Worker is unable to perform the work due to illness or impediment, the Supplier will immediately notify Transdev of this. Transdev is not liable to reimburse anything in the event of unavailability of the Flexible worker.
5. All costs for the Flexible Worker are included in the reimbursement owed by Transdev for the deployment of the Flexible Worker. Travel and accommodation expenses, training costs, etc. will not be reimbursed, unless explicitly agreed otherwise in writing. In derogation from the foregoing, business travel expenses for trips commissioned by Transdev are eligible for reimbursement, provided they have been approved in advance.

D.2.3 Supplier's Obligations

1. The Supplier will not deploy former Transdev Personnel as Flexible Workers if this worker has previously been dismissed by Transdev for urgent causes or due to poor performance.
2. The Supplier will not deploy Flexible Workers who are bound by a (non-competition or non-solicitation) clause under which the worker may not perform work for Transdev.
3. The Supplier guarantees that Flexible Workers comply with the identification requirement before the Supplier deploys them at Transdev. The Flexible Worker must always be able to present valid proof of ID and - if applicable - a valid work permit during working hours.
4. The Supplier is and remains fully informed of the collective agreements and employment conditions applicable at Transdev.
5. The Supplier will record its agreements with the Flexible Worker in writing. The Supplier will make all mutual agreements with the Flexible Worker that are necessary to meet the obligations that the Supplier and the Flexible Worker have towards Transdev. Mutual agreements between the Supplier and the Flexible Worker that conflict with the obligations they have towards Transdev cannot be invoked against Transdev.

6. At the request of Transdev, the Supplier will provide access to the agreements and employment conditions between the Supplier and the Flexible Workers and the Supplier will cooperate with the inspections, audits and wage validations instituted by Transdev, supervisory authorities or competent bodies. The costs for this will be borne by Transdev, unless it appears that the Supplier has failed to fulfil its obligations towards Transdev, in which case the costs will be borne by the Supplier.
7. The Supplier will inform Transdev without delay if a supervisory authority or competent body conducts an inspection, audit or (other) investigation into the Flexible Worker supplied by the Supplier.

D.2.4 Dutch Workers Allocation by Intermediaries Act (Waadi)

1. The Supplier:
 - a. complies with the obligations under the Waadi;
 - b. registers, prior to commencing the work, with the Chamber of Commerce the fact that the Supplier is providing workers, provides Transdev with an extract showing this registration, and reports any changes to the registration to Transdev as soon as possible;
 - c. determines – where applicable – the remuneration for Flexible Workers in accordance with the Waadi and effectively pays this remuneration to the Flexible Worker; and
 - d. indemnifies Transdev and fully compensates Transdev against all financial consequences and claims, including any fines and costs, arising from the Supplier or subcontractors violating the Waadi or any other law or regulation with regard to the deployment or provision of workers, insofar as this violation is reasonably attributable to the Supplier.

D.2.5 Reimbursements, taxes and social security contributions owed by the Supplier

1. The Supplier will pay the reimbursements owed by the Supplier to the Flexible Worker in a timely and complete manner.
2. The Supplier will pay the applicable payroll taxes relating to the Flexible Worker to the tax authorities in a timely and complete manner. At Transdev's request, the Supplier will provide a written statement demonstrating that the Supplier has paid the applicable payroll taxes on time and in full. If Transdev suspects that the Supplier has not done so, Transdev may retain 50% of what Transdev owes the Supplier as a reservation. Once Transdev has received the aforementioned statement, Transdev will transfer the withheld amount.
3. All obligations (fiscal or otherwise), including fines, relating to the Flexible Worker, such as with regard to collective agreements and tax and social security legislation, will be borne by and are for the account of the Supplier.
4. The Supplier has a G account. Transdev may pay the amounts invoiced by the Supplier into the G account, in the amount of the payroll tax and turnover tax owed by the Supplier to the tax authorities according to Transdev. If the Supplier has not paid the payroll taxes and turnover tax due in time or if Transdev has justified suspicions that there are arrears, Transdev may pay the amounts invoiced by the Supplier in full into the G account. If the Supplier does not have a G account, Transdev can be discharged from all its obligations of payment to the Supplier by paying these amounts directly to the tax authorities.
5. The Supplier will indemnify Transdev against claims brought against Transdev by third parties - such as Flexible Workers, subcontractors, the tax authorities and supervisory authorities - which are related to the Supplier's obligations regarding the payment of wages and the payment of payroll taxes and turnover tax, all in the broadest sense of the word.

D.2.6 Applicable laws and regulations, certificates and qualifications

1. During the term of the agreement, the Supplier will comply with all applicable laws and regulations relating to (the provision of) Flexible Workers.
2. The Supplier has all certificates and quality marks related to (the provision of) Flexible Workers, such as an SNA quality mark from the Stichting Normering Arbeid (Dutch Labour Standards Foundation).
3. Prior to deployment at Transdev, the Supplier will investigate the qualifications, employment history and references of the Flexible Workers to be deployed. The Supplier will inform the workers it deploys about this screening and will ensure that these persons recognise its legitimate importance and cooperate with this screening. The screening meets at least the requirements of Transdev. The Supplier will inform Transdev of the positive result of a screening, or – in the event of a negative result – will not deploy the worker.
4. The Supplier will, within 14 days of a request from Transdev, provide a report of factual findings from a chartered accountant or another statement accepted by Transdev, demonstrating that the Supplier has complied with the screening obligations.
5. The Flexible Worker has all the diplomas, certificates, quality marks and certificates of conduct required to be able to perform the work properly, and keeps them up to date. At the request of Transdev, the Supplier will provide access to or a copy of the (most current) diplomas, certificates, quality marks and certificates of conduct. If, in the opinion of Transdev, additional diplomas, certificates, quality marks or certificates of conduct are required, the Supplier will take all necessary steps to enable the Flexible Worker to obtain these.
6. Costs of (follow-up) training or actions required to (continue to) comply with the provisions of this article D.2.6 will be borne by the Supplier.

D.2.7 Performance of the work

1. The provisions of this Article 2.8 do not apply if the Supplier is a self-employed person.
2. A Flexible Worker:
 - a. meets the job profile and related tasks and responsibilities set by Transdev and is familiar with the (business) processes, techniques and methods of Transdev that are relevant to the job;
 - b. works under the direction and supervision of Transdev and follows all instructions from Transdev regarding the performance of the work;
 - c. carries out the work by himself and may not be replaced without the written permission of Transdev;
 - d. takes note of all applicable (behavioural) rules and (safety) regulations and adheres to them;
 - e. is suitable and willing to perform the agreed work;
 - f. reports to Transdev at the agreed times and location;
 - g. has the driving licence required to perform the work;
 - h. adheres to the working hours and work instructions established by Transdev;
 - i. has a command of the Dutch language to the extent required for the position;
 - j. has all the skills to perform the work in a professional, safe and efficient manner; and
 - k. returns all (company) resources made available by Transdev in good condition upon completion of the work.

D.2.8 IP rights

1. All IP rights that rest on the results produced by the Flexible Worker, that the Flexible Worker has created or that have arisen as a result of the performance of the agreement belong exclusively to Transdev.
2. The Supplier ensures that the Flexible Worker transfers the IP rights referred to in paragraph 1 to Transdev. At the request of Transdev, the Flexible Worker transfers those IP rights to Transdev by separate deed of transfer.
3. In addition, the Supplier ensures that the Flexible Worker, to the extent possible under applicable laws and regulations, waives the personal rights to which the Flexible Worker is entitled.

4. The payments that Transdev or the Supplier owes the Flexible Worker include all payments regarding (the transfer of) the IP rights, such as the (fair) compensation pursuant to Article 12 of the Patents Act and Article 25c of the Copyright Act.

D.2.9 Replacement, termination and takeover

1. The Supplier will replace the Flexible Worker at the request of Transdev if, in Transdev's opinion, the Flexible Worker (a) does not meet the quality requirements set by Transdev, (b) is otherwise not suitable to perform the job, (c) does not fit within the team where the job is performed, (d) is ill and the illness lasts longer than 10 working days, or (e) if, in Transdev's opinion, there are other urgent causes that require replacement. If Transdev makes this request for replacement within the first 15 days of work, Transdev is not obliged to pay any reimbursement for this Flexible Worker.
2. If Transdev asks the Supplier for a replacement worker, the replacement Flexible worker will have at least the same years of experience and qualities as the worker being replaced. The Supplier introduces the replacement worker to Transdev and deploys the worker only after approval by Transdev. Transdev is not liable for any costs associated with training the replacement employee.
3. Transdev may terminate a Temporary Employment Agreement on any day during the first four weeks after it takes effect.
4. A Temporary Employment Agreement entered into for a specific project or assignment ends automatically upon completion thereof. A Temporary Employment Agreement entered into for an indefinite period of time ends by operation of law after that period has ended. Transdev may (prematurely) terminate any Temporary Employment Agreement with due observance of a notice period of one calendar month.
5. If a Temporary Employment Agreement ends, the Flexible Worker will transfer the work, as well as all Data relating to the work, to Transdev or a third party to be designated by Transdev, in such a manner that Transdev or that third party can continue the work in a proper, undisturbed and uninterrupted manner.
6. After the end of the Hiring Agreement for the relevant Flexible Worker Transdev may offer this Flexible Worker a direct contract and take over the Flexible Worker free of charge, thereby terminating the temporary employment arrangement. The Supplier does not impose any restrictions on the Flexible Worker to enter into a contract with Transdev. The Flexible Worker may directly invoke this provision against the Supplier.

D.2.10 Independent contractors

1. The Supplier may only deploy independent contractors after explicit permission has been obtained from Transdev.
2. If the Supplier deploys independent contractors, the Supplier guarantees in the agreement with the independent contractor that no employment contract within the meaning of Article 7:610 of the Dutch Civil Code will arise between Transdev and the independent contractor.
3. If the Supplier is an independent contractor, the following provisions apply:
 - a. the Supplier accepts the instruction and, as such, full responsibility for the correct delivery of the agreed Performance. The Supplier plans his work independently. Insofar as the execution of the assignment so requires, the Supplier will consult Transdev to ensure maximum efficiency. If the work so dictates, the Supplier will adopt the working hours as applicable at Transdev.
 - b. in the performance of the agreed work, the Supplier acts entirely independently. He/she will perform the agreed work according to personal insights and without supervision or management by Transdev. However, Transdev can give directions and orders concerning the result of the assignment.
 - c. Transdev explicitly agrees that the Supplier also performs work for other clients.
 - d. prior to actual deployment, the parties will conclude a model agreement in accordance with the requirements of the Tax and Customs Administration.



The provision of IT services and products

D.3.1 General

1. The provisions of this Part 3 apply if the Supplier provides IT services and/or products as part of the Performance.

IT agreements

D.3.2

1. Prior to the conclusion of an agreement, the Supplier will take note of the Transdev IT System and Interoperability Requirements that are relevant to the Performances to be delivered and of the use that Transdev intends to make of the IT.
2. The parties will include in the agreement the Specifications, the Acceptance Procedure and the Implementation Plan. If the agreement does not contain any Specifications or Acceptance Procedure, the Supplier will deliver the Performance on a Turn-Key basis. If the agreement does not contain an Implementation Plan, the Supplier will deliver the Performance in a manner and at a time to be determined by Transdev.
3. The Performance must at least comply with the Specifications and all other obligations imposed on the Supplier under the agreement. Defects include, but are not limited to, failure to comply with the Specifications, the Acceptance Criteria, failure to comply with the Implementation Plan, failure to be suitable for the use intended by Transdev, failure to deliver the Performance in the agreed manner and/or at the agreed time and (otherwise) failure to comply with obligations incumbent on the Supplier.
4. If the Supplier is in default with respect to remedying Defects in a Performance and in cases where default is not required by law, Transdev will have the right to perform the relevant Performance itself or have it performed by a third-party Supplier.
5. Unless explicitly agreed otherwise or the nature of the agreement prevents this, an agreement always includes the following IT services and the price thereof is included in the agreed price: a. Implementation, b. Security and Backup, c. Maintenance and Support according to the Service Levels, and d. Exit Services.
6. Unless explicitly agreed otherwise or the nature of the agreement prevents this, the Service has an availability of at least 99.95% per calendar month.

Acceptance procedure

D.3.3

1. The Parties will conduct an Acceptance Test with respect to the delivered Performance. Transdev determines the manner in which the Acceptance Test is conducted. At the suggestion of the Supplier, the Parties may agree on changes to the Acceptance Test proposed by Transdev.
2. The purpose of the Acceptance Test is to determine to what extent the Performance meets the Acceptance Criteria by indicating for each Acceptance Criterion whether the relevant (partial) delivery of the Performance meets the Specifications or what defects still exist.
3. The Parties will record the results of the Acceptance Test in writing. Any Defects that appear from the report will be explained as accurately as possible and, where possible, suggestions will be provided to remedy the Defects in question. Transdev will include any views of the Supplier in the report.
4. Transdev may decide to put the (partial) Performance into use despite any Defects identified. This does not affect any warranty or maintenance obligations of the Supplier to remedy Defects.
5. If Performance has Defects, the Supplier will remedy those Defects free of charge as soon as possible. If the Defects have been remedied according to the Supplier, a second Acceptance Test will be held in accordance with the same procedure. If the second Acceptance Test does not lead to Acceptance, a third and, if necessary, subsequent Acceptance Test(s) will be held, in accordance with the same procedure. The provisions of this article will apply by analogy to the second Acceptance Test and any subsequent Acceptance Tests.

6. Transdev is entitled to terminate the agreement if a third or any subsequent Acceptance Test does not lead to Acceptance. If a third Acceptance Test fails, this will also be considered a Defect that justifies the dissolution of an agreement.
7. Acceptance will be deemed to be either a written report of an Acceptance Test showing that the item subjected to the Acceptance Test has no Defects, or a written report of an Acceptance Test explicitly showing Acceptance.
8. Acceptance does not constitute a discharge of the Supplier's obligations arising from the agreement.
9. If the Supplier is not obliged to perform Maintenance with respect to the Software after Acceptance, the Supplier will remedy defects that occur within 1 year of Acceptance free of charge, unless Transdev has made changes to the Software after Acceptance or the Error is otherwise attributable to Transdev, in which case the Supplier will remedy the Errors for a fee to be determined later.
10. Invoices from the Supplier regarding Performances for which an Acceptance Test must be conducted are only due after Acceptance.

D.3.4 Hardware

1. When delivering Hardware, the transfer of all user rights to (Updates and Upgrades concerning) embedded software is included in the agreement and the price.
2. If Hardware is intended to replace existing Transdev hardware, the Supplier will remove the existing hardware and related peripherals at Transdev's request. If the Supplier removes hardware, the Supplier will ensure that it does so in the most environmentally friendly manner possible, that all Transdev Data present on that hardware is irretrievably erased or destroyed (with any certificate of destruction) and that all stickers or identification marks affixed to the hardware by Transdev are removed.
3. Hardware implementation also includes anything requested by Transdev regarding configuration, installation of embedded software and data conversion or data migration.
4. At Transdev's request, the Supplier will place (a test copy of) the Hardware in a test set-up at Transdev's premises. Transdev has the right to use the Hardware in the test set-up for 14 days. If the Hardware does not comply with Transdev's requirements, Transdev may terminate the agreement. In the event of termination, Transdev is only liable for the costs associated with the test set-up. If Transdev approves the Hardware, the costs of the test set-up are included in the purchase price.
5. The Supplier will provide Updates/Upgrades regarding embedded software to Transdev free of charge. If the Update/Upgrade leads to disruptions, this will be considered a Defect.

D.3.5 Software

1. When delivering Software, the agreement and the price include all user rights to (Updates and Upgrades concerning) the Software required for the Implementation and the use of the Software intended by Transdev. The Supplier will provide Updates regarding software to Transdev free of charge.
2. Unless otherwise agreed, the rights of use of the Software are perpetual, non-exclusive, transferable, sub-licensable, include the right to have the Software maintained, supported or hosted by Transdev or by third parties, include the right to use the Software on Hardware to be determined by Transdev and within the Transdev IT System and are otherwise unlimited. The licence fee is included in the price shown in the agreement.
3. Software implementation also includes anything requested by Transdev regarding configuration, installation of Updates or Upgrades, data conversion or data migration.
4. At Transdev's request, the Supplier will deliver (a test copy of) the Software in a test set-up at Transdev's premises. Transdev has the right to use the Software in the test set-up for 14 days. If the Software does not comply with Transdev's requirements, Transdev may terminate the agreement. In the event of termination, Transdev is only liable for the costs associated with the test set-up. If Transdev approves the Software, the costs of the test set-up are included in the purchase price.
5. Delivery or actual provision of the Software will take place in a manner to be determined by Transdev. If the Supplier supplies the Software as a service, the provisions of Article D.3.7 will also apply thereto.

6. In addition to the warranty in Article D.1.14, the Supplier guarantees that no third-party rights will oppose Transdev's use of Software (whether or not developed on the basis of Article D.3.8). The Supplier will indemnify Transdev against third-party claims based on the position that the Supplier Software infringes third-party intellectual property rights. If it is reasonable to assume that third-party rights may oppose the use of Software, the Supplier will, in addition to other indemnification obligations, as soon as possible and at its own expense and at Transdev's discretion:
 - a. acquire for Transdev a sufficient right of use of those IP rights that are infringed;
 - b. modify the infringing Software in such a way that such IP rights are no longer infringed;
 - c. replace the infringing Software with equivalent Software with at least the same functionality, which does not infringe such IP rights; or
 - d. take back the infringing Software against reimbursement of all fees paid by Transdev for the development of the infringing Supplier Software.

D.3.6 Maintenance and Support

1. The Supplier will provide Maintenance and Support in accordance with the agreed Specifications and in such a manner that Transdev can use the Performances in a future-proof, uninterrupted and operationally smooth manner.
2. The Supplier will announce Maintenance in a timely manner. If Maintenance could potentially cause inconvenience or disrupt (the operational functioning of) Transdev's IT environment, the Supplier will report this in advance in a timely manner. The Supplier will never provide unannounced Maintenance that could cause inconvenience or disrupt (the operational functioning of) Transdev's IT environment.
3. Transdev may request Maintenance and Support at any time. The Supplier will comply with such a request without delay.
4. If Service Levels apply to Maintenance and Support, the resulting obligations are obligations of results and the applicable terms are deadlines.
5. The Supplier provides Preventive Maintenance continuously and on its own initiative. In this context, the Supplier will do everything necessary to prevent Errors and to ensure the proper functioning of the Performance, such as carrying out maintenance work and delivering the necessary Updates and Upgrades.
6. The Supplier will provide Corrective Maintenance both on its own initiative upon detection of an Error and at the request of Transdev following notification of an Error. Corrective Maintenance includes all activities required to identify, isolate and resolve Errors in the Performance and to ensure the proper functioning of the Performance.
7. If the Supplier implements a work-around or other interim measure to circumvent an Error, this does not release the Supplier from the obligations to permanently correct Errors within the agreed Correction Time.
8. If this is conducive to the correction of the Error, Transdev will, at the request of the Supplier, provide reasonable cooperation to diagnose and reproduce the Error.
9. The Supplier continuously and on its own initiative carries out Innovative Maintenance, whereby the Supplier continuously improves and renews the Performance.
10. The Supplier will prepare an annual roadmap of upcoming Updates and Upgrades including the aforementioned roll-out dates and substantive changes to be implemented.
11. The Supplier will announce new Updates and Upgrades in a timely manner. Transdev is not obliged to implement the Updates and Upgrades.
12. If Transdev fails to implement an Update or Upgrade and an Error occurs that could have been prevented by the non-implemented Update or Upgrade, this does not release the Supplier from its obligations under Corrective Maintenance.
13. The Supplier will provide Documentation for each Update and Upgrade implemented at Transdev.
14. All Updates and Upgrades will be subject to the Acceptance Procedure for Acceptance upon request by Transdev.

15. If the Supplier does not apply Service Levels for Corrective Maintenance, or if Transdev cannot agree to the Supplier's Service Levels, the following priorities apply in the event of Corrective Maintenance:
- Level 1:** The Error has a significant negative impact on Transdev, its operational processes or Transdev's customers. There is no workaround available that is satisfactory to Transdev and the Error must be corrected immediately.
 - Level 2:** The Error has a significant negative impact on Transdev, its operational processes or Transdev's customers to some extent. There is no sufficient workaround available and the Error must be fixed as soon as possible.
 - Level 3:** The Error may have a significant negative impact on Transdev, its operational processes or Transdev's customers. A satisfactory workaround is available and the Error must be corrected fast.
 - Level 4:** An Error that does not fall into Level 1, 2, or 3.

It is up to Transdev to determine which priority level applies to the Error.

The Supplier will respond to reports of Errors and correct Errors in accordance with the following schedule:

Level	Response Time	Recovery Time	Working Hours
1	15 minutes, hourly progress reporting	2 hours	24/7
2	1 hour, progress reporting every 2 hours	8 hours	9:00 - 18:00 GMT +1 Monday - Friday
3	8 hours	48 hours	09:00 - 18:00 GMT +1 Monday - Friday
4	–	Next Update	–

In the event of an Error with priority level 1 or 2, the Supplier will immediately carry out a root cause analysis and report the results thereof to Transdev. The Supplier will also draw up an action plan with the proposed measures to rectify the (cause of the) Error and prevent recurrence of that Error.

D.3.7 Hosting & XAAS

- The Supplier hosts Transdev Data in an environment that is factually and logically separated from third-party data. Hosting takes place within the EEA, unless Transdev has agreed in writing to hosting outside the EEA.
- If the Supplier uses the services of a third-party hosting provider, the Supplier will set up the contract with the third-party hosting provider and the hosting environment in such a way that Transdev (as a master administrator) has all rights to perform all administration actions with regard to the environment referred to in the previous paragraph. The Supplier will provide Transdev with all (account and login) data required to perform all administration tasks. The Supplier will also inform Transdev of all settings and configurations of the hosting environment and will not change them without prior written consent from Transdev.
- The Supplier will notify Transdev of the physical location where the Transdev Data is hosted, stating the address of the data centre and the locations of the data carriers in those locations on which the Transdev Data is hosted.
- If a third-party hosting provider grants rights, warranties and service levels regarding the hosting services to the Supplier, those rights, warranties and service levels will apply to at least the same extent in the relationship between the Supplier and Transdev.
- If agreed, the Supplier may deliver the Service as XAAS. Each XAAS includes a Supplier obligation for Maintenance, Support, Hosting and Managed Services, which is included in the price for the XAAS.
- In derogation from the provisions of Article D.3.5.2, with regard to Software offered by the Supplier as a service ('SAAS'), the user rights are granted for the duration of the agreement.
- If the Supplier provides hosting and/or XAAS services as part of the Performance, the Supplier warrants that the relevant IT environment for these services is always up to date with regard to relevant security updates and patches and that the Supplier does not use Software that is no longer maintained and/or supported.

D.3.8 Software development

1. The Software to be developed must be suitable for use within (the relevant part of) the Transdev IT System.
2. In an agreement under which the Supplier develops Software for Transdev, the Parties will, in addition to the subjects mentioned in Article D.3.2., specify the development method to be used, failing which Transdev will determine the development method. The Supplier will provide all cooperation necessary to develop the Software in accordance with the chosen development methodology.
3. The Supplier warrants that the development team is of sufficient quality and size to properly develop the Software in accordance with the Specifications and the Implementation Plan.
4. During the development process and up to the moment of Acceptance, Transdev may request changes. If the change has consequences for the agreed price, the Acceptance Criteria or the Implementation Plan, the Supplier will inform Transdev thereof. Based on this information, Transdev will decide whether it wishes to have the change implemented, after which the Supplier will implement the change if Transdev so demands.
5. The quality of the Software to be developed must be in accordance with current standards regarding software quality as set out in ISO/IEC 25010 (among other things).
6. If the Supplier uses Open Source Software for the Software to be developed, the Supplier will inform Transdev of this in advance, stating the applicable licence conditions.
7. The Supplier grants Transdev a perpetual, unlimited, royalty-free, but non-sublicensable and non-exclusive right to exercise the IP rights underlying the Background Materials to use the Software.
8. The Supplier will indemnify Transdev against third-party claims based on the position that Transdev has insufficient rights to use the developed Software or Background Materials.
9. The Supplier warrants that if the developed Software shows Defects within 24 months of Acceptance, the Supplier will remedy these Defects free of charge. After Acceptance, the Supplier is obliged to remedy Defects at its own expense for a period of 24 months, even if the Error was already known prior to Acceptance.
10. Delivery or provision of the Software developed by the Supplier will take place in a manner to be determined by Transdev. The right to delivery and effective provision of the developed Software includes the right to provision of the source code thereof and the associated Documentation.

D.3.9 Exit procedure

1. In addition to the provisions of the exit procedure (D.1.18), the provisions of this article apply to Exit Services relating to IT.
2. At the request of Transdev, the Parties will draw up an exit plan specifically relating to the relevant Performance. This exit plan addresses all subjects requested by Transdev.
3. Unless and until the Parties have agreed on the specific exit plan, the Supplier will comply with the provisions of Article D.1.18, with all provisions of the most recent version of the Re-Transition Code of Conduct of the Netherlands Outsourcing Platform, and it will follow all instructions from Transdev in this regard, offering all cooperation that may reasonably be requested of the Supplier in this context.

Annex 1 – Definitions

Acceptance: the conclusion to be drawn on the basis of the Acceptance Test that the Performance meets the Acceptance Criteria at that time.

Acceptance Criteria: the Specifications and other criteria to be determined by Transdev that the Performance must meet.

Acceptance Test: the test conducted to see whether the Performance meets the Acceptance Criteria.

Backup: making a complete backup copy of the data relating to a Performance in the original file format and in such a way that such data can be recovered if it is damaged or lost, as well as the restoration thereof.

Background Materials: all data, information, techniques, know-how, software, materials, etc. and all IP rights relating thereto that are in the possession of a Party before the commencement of the agreement.

Bug: an imperfection, incompleteness or other error in a Performance that is not a Defect.

CMR substances: substances that are carcinogenic (cancer-causing) and/or mutagenic.

Company Policy: the company policy implemented by Transdev regarding ethics, compliance and corporate responsibility.

Confidential Information: all information of which the Supplier becomes aware in the context of or as a result of (the execution of) an agreement and all other information about (the business activities of) Transdev, with the exception of (minor) information that is of such a nature that if that information is provided by Supplier to third parties, no reasonable interest of Transdev will be harmed.

Corrective Maintenance: activities aimed at remedying Defects.

Data: all (digital) data and/or information.

Defect(s): a shortcoming in the delivery of the Performance, or in the case of an IT Performance, also a circumstance as described in article D.3.2.3.

Documentation: a complete description of the functionalities, usability, architecture and functional design, installation instructions, solutions to known problems, answers to frequently asked questions, etc.

EEA: the European Economic Area.

Error: a Bug or a Defect.

Exit Services: the work referred to in Article D.1.18.

Flexible Worker: any person who, whether or not through the intervention of the Supplier, performs or will perform work for Transdev as an agency worker, a seconded worker, payroll worker or independent contractor.

G account: a blocked bank account with which the Supplier who supplies Personnel can pay the payroll taxes and turnover tax due to the tax authorities.

GDPR: the General Data Protection Regulation (Regulation EU 2016/679) and the Implementation Act for the General Data Protection Regulation, as amended from time to time.

GCP: these general conditions of purchase of Transdev.

Group Company: legal entities established in the Netherlands that belong to a group within the meaning of Article 2:24a of the Dutch Civil Code.

Hardware: the physical hardware components that are the subject of an agreement, including all embedded Software.

Hosting: storing and making available Transdev Data and Software via a network.

Implementation: the set of actions required to effectively put the Performance into use.

Implementation Plan: a plan of action for the manner in which and the time period within which Implementation will take place.

Independent Contractor: a self-employed worker without employees.

Innovative Maintenance: activities aimed at improving and renewing Performance, such as Implementing Updates and Upgrades.

Interoperability Requirements: the (technical) requirements that apply in order to function within the Transdev IT System.

IP rights: all intellectual property rights and know-how.

IT: information technology in the broadest sense of the word.

Maintenance: Corrective Maintenance, Innovative Maintenance and Preventive Maintenance.

Minimum Security Requirements: the requirements that the security of Transdev Data must at least meet according to Transdev's internal information security policy.

Open Source Software: computer software whose source code has been released by the copyright holder(s) and the copyright thereon is licensed in such a way (usually free of charge) that the user has at least the right to be not only a user but also a (further) developer of the computer software in question.

Performance(s): all that the Supplier delivers or is required to deliver to Transdev under an agreement, such as services, goods, IT, Flexible Workers, results, (sub)letting, contracting of work, transport, etc., including the Documentation relating to the relevant Performance.

Personnel: workers who work for a party on the basis of an employment contract, as a Flexible Worker or otherwise.

Preventive Maintenance: activities aimed at preventing (potential) Defects.

Recovery Time: the time between the moment the Supplier becomes aware of an Error and its recovery.

Response Time: the time between the moment the Supplier becomes aware of an Error and the moment at which the Supplier takes measures to correct the Error.

Security: all technical and organisational measures to be taken by the Supplier to adequately secure the Performance, including everything necessary to switch to a secure environment in the event of a security incident and to restore affected data ('switchback and recovery').

Service Levels: the substantive standards that the services must at least meet.

Software: all computer software supplied by the Supplier as a service or otherwise, including Open Source Software and custom software.

Specifications: the Service Levels, Interoperability Requirements and all other substantive functionalities, standards and other requirements that the Performance must meet.

Support: answering questions or informing users of the Performance about its operation, user options and functionalities and providing assistance with (the follow-up of) Defects.

Supplier: the other party to Transdev in an agreement or the party submitting a quotation.

Supplier Charter: the charter that can be consulted at <https://www.wijzijnttransdev.nl/nl/ons-aanbod/leveranciersportal/leveranciershandvest>

Temporary Employment Agreement: an agreement for the deployment of a Flexible Worker.

Transdev: the Group Company of Transdev Holding that is a party to an agreement, to which a quotation has been submitted or for whose benefit Performances are delivered.

Transdev Data: all (physical or digital) information of and relating to Transdev, its companies, suppliers, customers and personnel, including data files, Confidential Information and personal data.

Transdev Holding: Transdev Nederland Holding N.V., established at Stationsplein 13, (1211EX) Hilversum (Ch. of Comm.: 30065787).

Transdev IT System: the whole and every part of internal and external systems, Hardware, Software and networks used by Transdev.

Turn-Key: delivery of IT in accordance with the intended use by Transdev, whereby the Supplier bears the full actual and legal risk for that delivery.

Update: A change to Software that updates the most recent Software version.

Upgrade: a new version of the Software.

Waadi: Dutch Workers Allocation by Intermediaries Act.

XAAS: the delivery of the Performance as a service via a network from an environment chosen by the Supplier.