YIELDER GROUP GENERAL TERMS AND CONDITIONS
General part

1. Definitions and applicability

1.1 Definitions

In these General Terms and Conditions, the following terms have the following meanings:

- **General Terms and Conditions**: these general terms and conditions of Yielder.
- **Services**: the services provided by Yielder under an Agreement.
- **Third-party Supplier**: a third party that supplies Products and/or Services for the execution of an Agreement.
- **End-user Agreement**: direct agreement between the Customer and a Third-party Supplier.
- **User(s)**: a user of Products and/or Services who has authorisation to use Products and/or Services, which user is attributable to the Customer, such as an employee.
- **IP Rights**: all intellectual and industrial property rights.
- **Customer**: the party with whom Yielder enters into an Agreement, including Partners and Dealers.
- **Module**: specific modules forming part of these General Terms and Conditions, which include the applicable additional general terms and conditions for specific Products and/or Services (Telecom or IT/Cloud).
- **Agreement**: any agreement between Yielder and the Customer regarding Products and/or Services, including Quotations, Modules and these General Terms and Conditions.
- **Quotation**: all quotations or offers from Yielder to the Customer.
- **Products**: all items supplied or made available by Yielder, including hardware, end-user equipment, software and licences.
- **In Writing**: by letter or by email.
- **Security Incident**: an event or circumstance that leads or can reasonably be expected to lead to an actual or potential compromise of the availability, integrity or confidentiality of Products and/or Services provided by Yielder, including cyber incidents, security breaches, malware, ransomware, unauthorised access or data leaks. Insofar as these General Terms and Conditions refer to cyber incidents, hacks, ransomware or similar events, this also refers to a Security Incident.
- **Confidential Information**: all information of which the confidential nature is reasonably apparent.
- **Working Days**: Monday to Friday from 09:00 to 17:00, excluding national holidays.
- **Yielder**: the Yielder company named in the Agreement, as well as its affiliated subsidiaries, sister companies and/or group companies as referred to in Sections 24a and 24b Book 2 of the Dutch Civil Code (DCC) and all current and future enterprises affiliated with it, directly or indirectly, in the Netherlands and abroad.

1.2 Applicability

1. These General Terms and Conditions apply to all Quotations and Agreements of Yielder.
2. The applicability of the Customer's general (purchase) conditions is expressly excluded.
3. If a Module is applicable in addition to these General Terms and Conditions, it forms an integral part thereof. In the event of a conflict, the Module prevails.
4. Deviations are only valid if agreed In Writing.

1.3 Quotation and acceptance

1. All Quotations from Yielder are without obligation, unless otherwise stated In Writing. If the Quotation is accepted by the Customer, Yielder has the right to withdraw the Quotation within ten (10) Working Days, without being liable for any compensation.
2. An Agreement is concluded by the written acceptance of a Quotation from Yielder, or by Yielder executing the Agreement.
3. Yielder cannot be held to a Quotation if the Customer can reasonably understand that (a part of) the Quotation contains an obvious mistake or clerical error.
4. Orders placed by the Customer are irrevocable.
5. Oral promises or agreements with employees of Yielder or third parties engaged by Yielder are only binding on Yielder after written confirmation by Yielder's management.
6. The Customer will always provide all information necessary and required for the execution of the Agreement in a timely manner and guarantees that the information provided is correct and complete, including for (a) natural persons: an identification document as referred to in the Dutch Compulsory Identification Act and proof of a permanent residence or domicile in the Netherlands, and for (b) companies and/or legal entities: an extract from their registration with the Dutch Chamber of Commerce not older than two months and an identification document (as referred to in the Dutch Compulsory Identification Act) of the authorised representative of the company or legal entities.
7. If the Customer consists of multiple natural persons and/or legal entities according to the Agreement, each of those (legal) persons is jointly and severally liable to Yielder for the fulfilment of the Agreement.

2. Prices, invoicing and payment

2.1 Prices

1. All prices are exclusive of VAT and other government levies. Yielder is entitled to charge special costs, including call-out charges, shipping costs and accommodation costs.
2. The agreed prices and rates are based on the circumstances determining costs at the time the Agreement is concluded. Yielder is entitled to pass on to the Customer any cost increases arising after the Agreement is concluded, to the extent that these reasonably affect the costs of the agreed Products and/or Services.
3. Cost increases include, without limitation, increases in purchasing, licensing, labour, energy, accommodation, financing, transport and material costs, taxes and government levies, as well as price increases imposed by Third-party Suppliers (such as Microsoft, 3CX, Netcare and Citrix) and changes in exchange rates, laws and regulations or pricing, licensing or billing models used by Third-party Suppliers.
4. Yielder is entitled to pass on a cost increase from the date on which it takes effect for Yielder.
5. A price or rate increase under this Article is separate from the annual indexation referred to in Article 2.2. The same cost increase may not be passed on separately a second time to the extent that it has demonstrably already been reflected in the annual indexation.
6. Yielder will inform the Customer in advance of any price or rate increase. If an increase is imposed on Yielder with immediate effect, Yielder may pass it on with effect from the

same date. Where mandatory law requires a notice period or a right to terminate, those statutory provisions will apply.

2.2 Indexation

Yielder is entitled to index the agreed prices and rates once per calendar year.

2.3 Invoicing

1. Yielder is entitled to invoice Services periodically (at least monthly) and to charge fees in full or in part in advance, during and/or after the fact.
2. Products and licences may be invoiced by Yielder in advance, from the date of purchase by Yielder, upon delivery or after delivery.
3. Amounts invoiced in advance or during the term will, if applicable, be settled with the final invoice.
4. Time spent is rounded to the nearest quarter-hour.
5. Yielder may invoice the Customer from the Yielder entity from which the Products and/or Services are delivered. This may mean that the Customer receives multiple invoices from Yielder in the same period.
6. Yielder issues invoices digitally. If the Customer requires paper invoices, a surcharge of EUR 25 (excluding VAT) per invoice will be charged.
7. If the Customer wishes for a purchase order number (PO number) to be stated on invoices, the following applies:
   - The PO number must be provided to Yielder no later than 14 calendar days after the Customer signs the Quotation.
   - If a provided PO number becomes invalid on the Customer's side, the Customer is obliged to supply a new PO number in a timely manner.
   - The failure to provide a (new) PO number (in a timely manner) is entirely at the Customer's expense and risk and does not constitute a valid reason for suspension of payment or refusal of the invoice.
   - Yielder is never responsible for applying for or managing PO numbers. If the Customer wishes to use PO numbers, it is its duty to proactively and promptly provide them.
   - If Yielder is required to reissue an invoice at the Customer's request due to the absence or incorrectness of a PO number, Yielder is entitled to charge administrative costs. In addition, statutory commercial interest may be charged from the original invoice date.
   - If the original invoice has expired and Yielder issues a new invoice, a payment term of no more than three (3) working days from the date of the new invoice applies, regardless of the standard payment term stated thereon.
8. In the event that it is agreed that payment is to be made in instalments, the following applies:
   - 1st instalment: 60% immediately after Yielder's confirmation of the Agreement;
   - 2nd instalment: 30% before completion;
   - 3rd instalment: 10% + actual costs, after completion.

2.4 Payment

1. Payment is made via SEPA direct debit, unless otherwise agreed. The Customer completes the SEPA Direct Debit Mandate form provided by Yielder.
2. If direct debit is not possible, a payment term of 14 days from the invoice date applies.
3. The Customer is not entitled to suspend or offset payments, nor to levy attachment on itself at the expense of Yielder.
4. In the event of late payment, the Customer is in default by operation of law and statutory commercial interest is payable.
5. The Customer must bear all costs associated with recovering an invoice that was not paid by the Customer, including all extrajudicial costs. These costs will be calculated on the basis of the Extrajudicial Collection Costs Table, with a minimum of EUR 250.

2.5 Suspension and termination

1. Yielder is entitled to suspend its obligations under all Agreements concluded with the Customer if the Customer fails to fulfil any payment obligation. Yielder is not liable for any damage suffered by the Customer as a result.
2. In the event of liquidation, bankruptcy or suspension of payment of the Customer, the Customer's obligations towards Yielder become immediately due and payable, and Yielder is entitled to suspend or terminate its activities.

2.6 Complaints

1. Objections to amounts charged must be made known to Yielder In Writing no later than ten (10) Working Days after the invoice date. After the expiry of this date, the Customer will be deemed to have accepted the amount and contents of the invoice. The burden of proof regarding the timely submission of the objection rests with the Customer. The submission of an objection or complaint does not suspend the Customer's payment obligation.
2. After a change (for example: scaling up or down) of the Agreement, the Customer must check the next invoice. If the amounts charged are incorrect, this must be reported to Yielder In Writing or digitally no later than ten (10) Working Days after the invoice date. Yielder can never be required to provide compensation for more than one instalment invoice.

2.7 Binding nature of records

The registrations, measurements and records captured by or on behalf of Yielder regarding the use, consumption, availability, malfunctions and performance of Products and/or Services are considered correct and binding, unless the Customer demonstrates otherwise within a reasonable time with objectively verifiable data.

3. Execution of the Agreement

3.1 Obligation of effort

Yielder executes the Agreement to the best of its knowledge and ability. Unless expressly agreed otherwise, Yielder is under an obligation of effort.

3.2 Third parties

Yielder is entitled to engage third parties in the execution of the Agreement.

The Customer will provide all information and cooperation necessary for the proper execution of the Agreement in a timely manner.

3.3 Obligations of the Customer

1. The Customer will provide all information and cooperation necessary for the proper execution of the Agreement in a timely manner and guarantees the accuracy, completeness and reliability of the information provided by or on behalf of the Customer, even if it originates from third parties. Yielder is not liable for damage resulting from incorrect, incomplete or untimely information provided by the Customer.
2. The Customer will ensure a sound and suitable working environment, timely installation of updates and patches, correct and valid licences, and adequate access for Yielder. Defects, malfunctions or shortcomings that are (partly) the result of non-compliance with these obligations are entirely at the Customer's expense and risk.
3. The Customer will ensure that Users act in accordance with the Agreement, these General Terms and Conditions, applicable Modules and reasonable instructions from Yielder. Acts and omissions of Users are attributed to the Customer.

4. The Customer will use the Products and/or Services solely for lawful and legitimate purposes and in accordance with applicable laws and regulations, self-regulation, generally accepted standards of decency, the Agreement, these General Terms and Conditions, Modules and third-party terms.
5. If the work of third parties in the vicinity of the Customer may affect the functioning of or cause damage to Yielder's Products and/or Services, the Customer will inform Yielder in a timely manner and follow Yielder's instructions. Damage resulting from non-compliance with these instructions will be at the Customer's expense and risk.
6. The Customer will inform Yielder In Writing in a timely manner of relevant organisational, legal or financial changes, including changes in name, address details, control or ownership structures, a (proposed) withdrawal of a liability statement as referred to in Section 403 Book 2 DCC, as well as outsourcing processes that may involve a transfer of undertaking within the meaning of Section 663 Book 7 DCC. To the extent permitted by law, the Customer will indemnify Yielder for the consequences thereof.
7. These obligations apply without prejudice to further obligations and responsibilities of the Customer as set out in the Modules.

3.4 NIS2 and information security

1. To the extent that the Customer qualifies under applicable laws and regulations as an essential or important entity, including Directive (EU) 2022/2555 (NIS2) and national legislation based thereon, it is understood that Yielder is solely responsible for taking appropriate technical and organisational measures within the scope of the Agreement agreed upon expressly and In Writing.
2. Yielder is not responsible for the overall NIS2 compliance of the Customer, nor for risk management, governance, supervision, reporting obligations or security measures outside the agreed Services, unless this has been agreed In Writing.
3. Yielder is only subject to an obligation of effort in this regard and not an obligation of result.

3.5 Additional work

Activities outside the scope of the Agreement are considered additional work and will be compensated at Yielder's prevailing rates.

3.6 Acceptance and re-acceptance

1. Unless otherwise specified in a Module or Agreement, an acceptance period of ten (10) Working Days applies after delivery, activation or commissioning of Products and/or Services. If the Customer does not report any defects In Writing within this period, the Products and/or Services are deemed accepted.
2. If the Customer reports defects In Writing within the agreed acceptance period, Yielder will endeavour to rectify them within a reasonable period. After rectification, a re-acceptance period of a maximum of five (5) Working Days applies. If the Customer does not report any new or remaining material defects In Writing within this period, the Products and/or Services are definitively deemed accepted. After definitive Acceptance, the Customer can no longer invoke defects that were reasonably apparent at Acceptance.

3.7 Warranty and conformity

1. The warranty conditions of the respective manufacturer, licensor or Third-party Supplier apply to Products. Yielder does not provide its own warranty and is not liable for defects, shortcomings or malfunctions arising from third-party Products or Services.
2. Yielder will, without obligation of result, endeavour to report and handle defects reported by the Customer that may fall under an applicable factory or supplier warranty, on behalf of the Customer, with the respective manufacturer, licensor or Third-party Supplier.
3. Any warranty claim will lapse if defects are wholly or partially the result of:
   - incorrect, unwise or improper use;
   - use contrary to the Agreement, documentation or instructions;
   - modifications, repairs or maintenance by the Customer or third parties without prior consent from Yielder;
   - external causes, including power failures, network influences, water damage, fire, overvoltage or other external events.
4. For Services, only the agreed effort obligation applies. Yielder does not guarantee that Services will be uninterrupted, error-free or fully available.
5. Insofar as mandatory provisions regarding conformity apply, any liability of Yielder is limited in accordance with the provisions of Article 6 (Liability and force majeure).

3.8 Amendment, termination and maintenance of Services

1. Yielder is entitled to amend or terminate Products and/or Services, as well as to amend, expand, suspend or terminate network standards, networks, technologies and techniques if it deems this necessary for business, technical or commercial reasons, or if it can no longer obtain Products or Services from Third Parties.
2. Yielder is not liable for such amendments or termination, except insofar as mandatory provisions prescribe otherwise.
3. In the event of an amendment to the Products and/or Services, Yielder will notify the Customer at least one month before the commencement of the amendment, and the costs of such work. An amendment that, in Yielder's reasonable technical opinion, requires significant adjustment on the part of the Customer, will be communicated to the Customer as soon as possible. The Customer cannot claim compensation for damage or costs. If the Customer refrains from implementing the relevant amendment, Yielder has the right to terminate the ongoing Agreement, whereby the Customer remains liable for the agreed order price. Insofar as these amendments relate to a Public Electronic Communication Service, Section 7.2 of the Dutch Telecommunication Act applies.
4. If an amendment of Products or Services as referred to in Article 3.8 paragraph 1 leads to a demonstrable material disadvantage for the Customer, Yielder will apply a reasonable transition period or offer a functionally equivalent alternative. Only if this is not reasonably possible, the Customer is entitled to terminate the relevant Service as of the change.
5. Yielder is entitled, without prior notice, to temporarily suspend the Products and/or Services or to limit their use as far as necessary for reasonably required maintenance or for necessary adjustments or improvements to be made by Yielder, without this giving rise to any right to compensation for the Customer against Yielder.

4. Access and user management

1. The Customer is responsible for managing user accounts and access rights within its organisation.
2. Requests for access to Yielder's webshop submitted via an online application form or with a business email address of the Customer are deemed to originate from an authorised employee of the Customer.

3. Yielder may rely on such requests being made on behalf of the Customer and is entitled to grant access without prior verification with the Customer.
4. The Customer remains fully responsible for all actions performed with the provided login details, regardless of who actually uses the account.
5. Yielder is not liable for damage resulting from unauthorised or incorrect use of login details, unless there is intent or deliberate recklessness on the part of Yielder.

5. Retention of title

All Products delivered by Yielder will remain the property of Yielder until all claims have been fully settled. In lease agreements, the ownership will at all times remain with Yielder. As long as the ownership has not transferred, the Customer will keep the Products carefully, separately and insured, and will not encumber or dispose of them, except in the normal course of business and – if applicable – under retention of title. Upon first request, the Customer will provide sufficient security for the fulfilment of its obligations. In the event of (imminent) non-compliance, the Customer is obliged to return the Products to Yielder upon first request and at its own expense.

6. Liability and force majeure

6.1 Liability

1. The total liability of Yielder, on any grounds whatsoever, is limited to compensation for direct damage up to a maximum amount paid out by Yielder's liability insurance, plus the deductible. If no payment is made, liability is limited to the amount paid by the Customer for the relevant Agreement for a maximum of one (1) year prior to the damage-causing event, with a maximum of EUR 10,000 (ten thousand euros).
2. Liability for death or bodily injury is limited to the amount paid out by Yielder's liability insurance, plus the applicable excess.
3. Notwithstanding the foregoing, Yielder is not liable for damages, administrative fines, penalties or other sanctions resulting from the Customer's failure to comply with obligations under NIS2, GDPR or other compliance legislation, unless such damage is the direct and demonstrable result of intent or gross negligence by Yielder.
4. Liability for indirect damage, including consequential damage, lost profits, missed savings, loss of data, reduced goodwill and business interruption, is excluded.
5. Yielder is not liable for damage resulting from:
   - acts or omissions of third parties;
   - use of Services by the Customer;
   - failures, maintenance, force majeure or suspension;
   - misuse of access or security measures, or a Security Incident;
   - incorrect or incomplete data provided by the Customer;
   - untimely termination of the Customer's agreements with third parties.
6. The Customer indemnifies Yielder against all claims from Users and/or Third Parties related to the execution of the Agreement, the use of Products and Services, telecommunications traffic, data and (alleged) infringements of rights or regulations.
7. Yielder is not liable for damage, loss or destruction of the Customer's Products in its possession.
8. Claims for compensation must be reported In Writing within ten (10) Working Days after discovery and will lapse if not brought before the competent court within one (1) year after becoming aware of the damage.
9. Limitations of liability do not apply in cases of intent or deliberate recklessness by Yielder or its executives.
10. Any contractual penalties and indemnity payments will be deducted from compensation for the same event.

6.2 Force majeure

Yielder is not liable for shortcomings due to force majeure. In addition to what is understood by law and jurisprudence, 'force majeure' includes any event or circumstance, whether foreseeable at the time of entering into the Agreement or not, which reasonably escapes Yielder's influence and as a result of which fulfilment of its obligations cannot reasonably be demanded, such as, but not limited to:

- force majeure of Yielder's suppliers;
- deficiency of Products and/or Services of Third Parties whose use by the Customer is prescribed by Yielder;
- a Security Incident, including ransomware, malware, hacks or digital hostage-taking;
- government measures;
- power failure and failure of internet, computer network or telecommunication facilities;
- transportation problems;
- unavailability of one or more staff members of Yielder;
- inaccessibility, inability to deliver Services or Products or the (temporary) unavailability of a Service;
- the withdrawal of numbers by authorities;
- safety and environmental requirements (such as contaminated soil, subsidence of soil and/or buildings and asbestos);
- refused and/or restricted access to plots and/or buildings;
- delays in obtaining necessary permits;
- cable break(s) caused by third parties.

7. IP, confidentiality and privacy

7.1 IP rights

All IP rights to Products and Services are vested in Yielder or its licensors. The Customer only obtains usage rights. These usage rights are non-exclusive and non-transferable.

7.2 Confidentiality

The Parties are obliged to maintain the confidentiality of Confidential Information.

7.3 Privacy

1. In the context of the performance of the Agreement, Yielder may process personal data. Depending on the context, Yielder does so as a data controller within the meaning of Section 4 paragraph 7 GDPR or as a processor within the meaning of Section 4 paragraph 8 GDPR.
2. In the event that Yielder qualifies as a processor, it processes Personal Data solely on behalf of and for the benefit of the Customer, in accordance with the data processing agreement concluded between the Parties.
   Yielder will inform the Customer without undue delay if it becomes aware of a breach of Personal Data relating to the Services performed by it as a processor, in accordance with the data processing agreement concluded between the Parties.
3. Insofar as Yielder determines the purpose and means of processing Personal Data in the performance of the Agreement, it does so as a data controller within the meaning of Section 4 paragraph 7 GDPR.
4. Nothing in this article is intended to make Yielder responsible for notifications or obligations of the Customer under NIS2 or other sector-specific legislation.

7.4 Sub-processors and transfer

1. By entering into the Agreement, the Customer grants general consent for the engagement of sub-processors.
2. The Customer acknowledges that Yielder may use third parties, including sub-processors, in the performance of the

Agreement, who may be (partially) located outside the European Economic Area. Insofar as there is a transfer of Personal Data to third countries, Yielder will ensure appropriate safeguards in accordance with the GDPR, including standard contractual clauses or adequacy decisions.

8. Duration and termination

8.1 Duration

1. The Agreement is entered into for an initial term of one (1) year, unless otherwise agreed In Writing.
2. If the Agreement is not terminated In Writing at least one (1) month before the end of the initial term, it will be tacitly extended for an indefinite period and may thereafter be terminated by either Party In Writing at the end of a calendar month with a notice period of one (1) month. The Agreement will remain in force as long as Services are still being provided.

8.2 Termination

1. In the event of (partial) early termination by the Customer before the end of the initial term, the Customer will owe, in addition to outstanding amounts, a termination fee consisting of:
   - 100% of the fixed monthly fees over the remaining term;
   - the average variable monthly fees over the remaining term; and
   - if applicable, device and/or installation costs.

   In the event of termination prior to delivery, all one-time installation and delivery costs are fully payable.
2. Termination by the Customer can only occur after Yielder has received a correctly and fully completed termination form. The notice period commences upon receipt thereof.
3. If Services are (also) provided by Third-party Suppliers, the conditions of those Third-party Suppliers (such as Microsoft, 3CX, Netcare and Citrix) apply upon termination. As a result, a Service may continue longer than the Agreement. Yielder will endeavour to handle the termination expeditiously.
4. Yielder is entitled to suspend the Agreement (partially) or terminate it (partially) with immediate effect, without notice of default and without liability for damages, if:
   - the Customer does not fulfil its obligations, does not do so in a timely manner or does not do so properly;
   - this is required by law or regulation, government intervention or court order;
   - there is abuse, improper or unlawful use of Services;
   - the continuity, security or quality of the network or Services is or threatens to be compromised;
   - circumstances arise that give rise to a well-founded fear that the Customer will not fulfil its obligations;
   - a change occurs in the control, continuity or financial position of the Customer;
   - the Customer acts in violation of the Fair Use Policy or relevant compliance legislation (including the Dutch Money Laundering and Terrorist Financing (Prevention) Act);
   - a licence of Yielder or one or more of its suppliers, on the basis of which Yielder's public mobile telephone network is installed or operated, is revoked, terminated or modified in such a way that the Agreement cannot be continued;
   - if the actual use of the Products and/or Services is not in line with the Agreement, does not correspond to the regular use on which the applicable rates are based, or deviates significantly from the use that may be reasonably expected;
5. Either Party may terminate the Agreement with immediate effect if the other Party is declared bankrupt, obtains suspension of payments, ceases its business or pursues a arrangement with creditors (under the Dutch Court Approval of a Private Composition (Prevention of Insolvency) Act), unless the administrator or receiver chooses to continue and immediately provides sufficient security and Yielder agrees to this.
6. Upon termination, all usage rights of the Customer will lapse. Yielder is entitled to recall Products and block Services. The Customer grants Yielder access to business and storage premises and reimburses the costs incurred thereby. Software must be decommissioned.
7. Obligations which by their nature are intended to continue after termination will remain in full force. Performances already rendered and the associated payment obligations are not subject to restitution.

9. Applicable law and disputes

1. Dutch law applies to all Agreements. The applicability of the U.N. Convention on Contracts for the International Sale of Goods is excluded.
2. Disputes will be submitted exclusively to the competent court in The Hague, unless Yielder chooses to bring the case before the court of the Customer's place of establishment.

10. Final provisions

1. Yielder is entitled to unilaterally amend these General Terms and Conditions. The amendments will take effect four weeks after the announcement, unless a later date is specified in the announcement.
2. If any provision of these General Terms and Conditions becomes invalid or void, the remaining provisions of these General Terms and Conditions will remain in full force and effect. In this case, Yielder and the Customer will discuss the situation in order to agree on new provisions to replace the invalid or void provision.
3. Nothing in these General Terms and Conditions is intended to make Yielder responsible for the Customer's compliance with sector-specific laws and regulations, including but not limited to NIS2, GDPR or other compliance obligations, unless agreed In Writing.
4. In case of inconsistencies or ambiguities between the English version and the Dutch version of these General Terms and Conditions, the Dutch version prevails.

TELECOM MODULE
Applicable to Yielder Mobile, Fixed, Voice and Fiber

This Module supplements the general part of Yielder's General Terms and Conditions. In case of conflict, this Module prevails.

1. Definitions
In addition to the definitions from the general part, the following means:
- **Connection**: the link to the Network which allows the use of the Telecommunication Services, including via SIM or eSIM.
- **Provider**: provider of electronic communication services and/or networks, as referred to in the Dutch Telecommunication Act
- **Bundle**: the pre-agreed credit for voice, data and/or other Telecommunication Services.
- **Fair Use Policy (FUP)**: the policy in which the reasonable and permitted use of the Telecommunication Services is established.
- **Network**: the (tele)communication network used by Yielder and/or its suppliers.
- **Roaming**: use of Telecommunication Services outside the Netherlands.
- **MNO**: Mobile Network Operator, a party that operates, maintains and manages (the infrastructure of) the mobile telecommunications network.
- **SIM**: SIM card or eSIM through which access to the Telecommunication Services is obtained.
- **Telecommunication Services**: all fixed, mobile and connectivity services provided by Yielder, including Yielder Mobile, telephony over a computer network, (X)DSL, VOIP and internet.
- **Public Electronic Communication Service(s)**: a service available to the public for the transmission of signals via an electronic communication network.

2. Applicability and scope
1. This Module applies to all Agreements under which Yielder provides Telecommunication Services.
2. Telecommunication Services are provided via third-party networks and infrastructure. Yielder is not a network owner, unless expressly agreed otherwise.

3. Formation and duration
1. The duration of a Telecommunication Service commences on the activation date of the relevant Connection.
2. For ported numbers, the duration commences on the date the number is successfully transferred to Yielder.
3. If a minimum contract term is agreed, early termination by the Customer is not possible, unless agreed otherwise In Writing.

4. Delivery and availability
1. Yielder endeavours to make Telecommunication Services available without interruption, but cannot guarantee uninterrupted or error-free operation.
2. Maintenance, disruptions at third parties, network limitations and force majeure may lead to temporary interruptions.
3. Yielder is entitled to temporarily interrupt Telecommunication Services if this is necessary for maintenance or to protect the Network.
4. Yielder is entitled to phase out or terminate Services and Products (End-of-Life) and will inform the Customer at least three (3) months in advance. Yielder is entitled to offer a comparable Service or Product as a replacement.
5. Yielder is entitled to apply amended rates and/or conditions upon renewal or modification of Services.
6. Yielder is entitled to change the MNO for a compelling reason and after at least thirty (30) days prior notice. The Customer will provide all necessary cooperation thereto.
7. The Customer uses SIM cards exclusively in CE-certified equipment.

5. Use of the Telecommunication Services
1. The Customer will use the Telecommunication Services solely for lawful and regular business purposes.
2. The Customer is not permitted to use the Telecommunication Services:
   - for fraudulent, excessive or improper use;
   - to resell them or make them commercially available to third parties;
   - to employ them for SIM boxes, call-routing or other constructions that disproportionately burden the Network.
3. Yielder is entitled to take measures in the event of (suspected) misuse, including restriction or blocking of the Service.
4. Work by third parties on installations, power supply or network infrastructure of the Customer that may affect the Telecommunication Services will be at the expense and risk of the Customer, unless otherwise agreed In Writing.

6. Fair Use Policy (FUP)
1. Subscriptions are intended for individual, normal use and not for commercial or shared applications. Use must comply with laws and regulations and the purpose for which the Service is provided.
2. The Services are intended for Users residing in the Netherlands or with a demonstrable, lasting connection to the Netherlands.
3. Unlimited or international use of Services is subject to a Fair Use Policy. Use must be reasonable in light of the Agreement, the type of Service and the average use of similar users.
4. In any case, the following is considered contrary to the FUP:
   - commercial, shared, automated or excessive use;
   - use that significantly deviates from normal or expected use;
   - use with unsuitable, uncertified or non-compatible equipment;
   - simultaneous use with multiple devices or prolonged open connections (such as router or SIM box use), unless explicitly agreed;
   - spam, bulk messages or similar forms of mass traffic;
   - predominant or prolonged use abroad, including roaming use that is not proportionate to use in the Netherlands.
5. The Customer and Users are responsible for:
   - used equipment, software and security;
   - lawful and careful use of the Network;
   - damage resulting from unlawful, improper or conflicting use.
6. Yielder is not responsible for the content of information sent or received via the Network and is not liable for any damage resulting therefrom.
7. Yielder may establish further rules to define reasonable use. The Customer informs its Users and promptly reports (impending) conflicting use to Yielder.

7. Bundles, roaming and usage

1. Bundles are service and time-bound and non-transferable.
2. Unused bundle credit expires at the end of the agreed period.
3. For roaming and international traffic, the rates and conditions of the relevant network providers apply.
4. Usage is determined based on the records of Yielder or its suppliers, which records are decisive unless the Customer proves otherwise.

8. Rates and invoicing

1. Usage costs are calculated in accordance with the agreed rate and may be invoiced periodically and/or in the interim.
2. Yielder is entitled to request an advance or interim payment in the event of exceptional or unusual usage.
3. Cost increases resulting from price changes imposed by network providers, telecommunications providers or other Third-party Suppliers, changes in taxes or government levies, or changes in laws and regulations may be passed on by Yielder to the Customer in accordance with Article 2.1 of the general part of these General Terms and Conditions. Where Article 7.2 of the Dutch Telecommunications Act applies, Yielder will comply with the information obligations and termination rights set out therein.
4. By way of derogation from Article 2.2 of the general part of these General Terms and Conditions, the following provisions apply to the annual indexation of Telecommunication Services.
   Yielder is entitled to index the agreed prices and rates once per calendar year. The following percentages will be calculated:
   a. the percentage change in the services price index (DPI) published by Statistics Netherlands (CBS), as included in the table “Dienstenprijzen; commerciële dienstverlening en transport, index 2021=100”, for the series “Commerciële dienstverlening”. The index figure for the second quarter of the calendar year preceding the indexation will be compared with the index figure for the second quarter of the calendar year before that;
   b. the percentage change in the consumer price index for all households (“Alle Huishoudens”) published by CBS. The index figure for June of the calendar year preceding the indexation will be compared with the index figure for June of the calendar year before that.

   For Telecommunication Services, the indexation percentage referred to under a will apply. For Yielder Mobile, the indexation percentage referred to under b will apply, unless the indexation percentage referred to under a is higher. In that case, the percentage referred to under a will apply.
   If CBS changes the base year or revises, replaces or ceases to publish a table or index series used, the continuing or successor index series designated by CBS will be used. If no direct successor index series is available, Yielder will use the index series published by CBS that is most comparable in nature and purpose to the relevant index. A change in the base year will not in itself change the indexation percentage to be applied.
   If the applicable indexation percentage is negative, the prevailing prices and rates will remain unchanged.
   Yielder will inform the Customer of the indexation at least thirty (30) days before its effective date. To the extent that the indexation constitutes a change within the meaning of Article 7.2 of the Dutch Telecommunications Act, the information obligations and termination rights set out therein will apply.

9. Amendment of Telecommunication Services

1. Yielder is entitled to amend Telecommunication Services if this is necessary due to:
   - changes in laws and regulations;
   - technical or operational reasons;
   - changes at Yielder's network or service providers.
2. Changes that have a substantial negative impact on the Customer will, where possible, be announced in advance.
3. If a change results in a demonstrable material disadvantage to the Customer, the Customer is entitled to terminate the relevant Telecommunication Service as of the date of the change.

10. SIM cards and access

1. SIM cards remain the property of Yielder or its suppliers.
2. The Customer is responsible for the careful use and management of SIM cards and access codes.
3. Loss, theft or misuse is at the Customer's expense and risk until the moment of blocking.

11. Liability and compensation

1. For interruption of Public Electronic Communication Services, only the statutory compensation scheme as laid down in the Dutch Telecommunication Act applies.
2. Outside this scheme, Yielder is not liable for damage resulting from interruption or reduced availability of Telecommunication Services.

12. Obligations under the General Data Protection Regulation and Dutch Telecommunication Act

1. If Yielder processes Personal Data within the framework of the Agreement, it will process such data solely in accordance with the applicable laws and regulations, including the GDPR and the Dutch Telecommunication Act.
2. The Customer acknowledges that Yielder may utilise services from a Third-party Supplier for the execution of the Agreement. If the Third-party Supplier is considered the Provider, the obligations under the Dutch Telecommunication Act rest with the Third-party Supplier. In such a case, Yielder qualifies as a processor as defined in Section 4 paragraph 8 GDPR. In that case, a data processing agreement will be concluded between the parties, in accordance with the model texts provided by Yielder.
3. If Yielder itself is the Provider, it qualifies as a data controller as defined in Section 4 paragraph 7 GDPR for the data it processes as a Provider. Additionally, in that case, it may also provide Services for which it qualifies as a processor. In the latter case, with regard to those Services, a data processing agreement will be concluded between the parties, in accordance with the model texts provided by Yielder.
4. Yielder is entitled to block the transmission of unsolicited communications as referred to in Section 11.7 Dutch Telecommunication Act, such as spam messages, malware and viruses.
5. Yielder is obliged to cooperate with the requests it receives from competent (government) bodies to hand over personal data or to allow (real-time) inspection of the Customer's telephone and/or data traffic. Yielder has no obligation to provide information vis-à-vis the Customer.
6. Yielder takes appropriate technical and organisational measures to protect its Telecommunication Services within the limits of its role as a provider or service provider.
7. In the event of a Security Incident that directly relates to the Telecommunication Service managed by Yielder and that, in Yielder's reasonable opinion, may lead to a material

disruption of the Service, Yielder will inform the Customer about this, insofar and as soon as this is legally permitted.

8. This provision of information does not qualify as a notification to a supervisory authority and does not affect the Customer's statutory notification obligations. Yielder is not obliged to make notifications to supervisory authorities on behalf of the Customer.

13. Termination

1. After the agreed term has expired, the Agreement may be terminated with due observance of the agreed notice period.
2. Upon termination, all rights to use the Telecommunication Services will lapse as of the termination date.

14. Final provisions

This Module is governed by Dutch law. Disputes will be submitted to the competent court in accordance with the general part of the General Terms and Conditions.

CLOUD IT MODULE
Applicable to Cloud, IT and related digital services

This Module supplements the general part of Yielder's General Terms and Conditions. In case of conflict, this Module prevails.

1. Definitions
In addition to the definitions from the general part, the following means:
- **Acceptance**: the (tacit) acceptance of the Products and/or Services by the Customer in accordance with Article 5 of this Module.
- **Cloud Services**: services provided by Yielder whereby IT functionality is made available remotely via networks.
- **Device(s)**: Products made available or supplied by Yielder to the Customer in the form of hardware and/or end equipment, including thin clients, fat clients, notebooks, tablets, servers and other (peripheral) equipment, regardless of whether these are supplied on the basis of transfer of ownership, rental, lease or as-a-service. Devices also include the associated standard software, firmware and documentation, insofar as supplied or made available by Yielder, all as further specified in the Agreement.
- **Implementation**: the configuration, setup and operationalisation of Products and/or Software.
- **Service Window**: the hours during Working Days.
- **SLA**: Service Level Agreement, if and insofar as agreed In Writing.
- **Support**: assistance provided by Yielder during agreed service windows.

2. Applicability and scope
1. This Module applies to all Agreements where Yielder provides Cloud and/or IT services.
2. Cloud and IT services are (partly) provided using third-party infrastructure and software. Yielder does not guarantee their operation, unless otherwise agreed In Writing.

3. Performance of the Services
1. Yielder performs its Services on a best-efforts basis, unless an obligation to achieve a specific result has been expressly agreed.
2. Yielder is not obliged to carry out preventive, supervisory or advisory work that is not expressly part of the Agreement.
3. Yielder is entitled to have Services (partially) performed by third parties.

4. Implementation and cooperation
1. The Customer will ensure a suitable IT environment and provide all necessary cooperation for Implementation.
2. Delays resulting from circumstances on the part of the Customer will be at the Customer's expense and risk.
3. Additional work resulting from changes or additional requests by the Customer will be invoiced separately.

5. Acceptance
1. Unless otherwise agreed, an acceptance period of ten (10) Working Days applies after delivery or Implementation.
2. If the Customer does not report any defects In Writing within this period, the Products and/or Services will be deemed accepted.
3. The use of the Products and/or Services by the Customer will be considered as tacit Acceptance.
4. Minor defects that do not significantly impede the commercial use do not constitute grounds for refusal of Acceptance.

6. Support and SLA
1. Support is only provided if and to the extent that it is stipulated in the Agreement or SLA.
2. Yielder is not obliged to rectify faults caused by:
   - incorrect or improper use;
   - modifications by the Customer or third parties;
   - systems or software not supplied or managed by Yielder.
3. Unless otherwise agreed, Support does not guarantee availability or recovery times.

7. Licences and third-party software
1. The Customer is responsible for having valid licences for the software used.
2. Third-party software is provided under the terms of the relevant licensor.
3. Yielder is not liable for deficiencies in third-party software.

8. Security and data
1. Yielder will take appropriate technical and organisational measures to protect the Cloud and IT services provided by it, in accordance with the Agreement and taking into account the nature of the Services, the state of the art and the level of risk. Unless otherwise agreed In Writing, Yielder is only subject to a best-efforts obligation and not a result obligation in this regard.
2. Yielder is not responsible for the overall security of the Customer's IT environment, including networks, systems, applications, end-user equipment, accounts and data not managed or provided by Yielder, unless otherwise agreed In Writing. The Customer remains responsible for implementing and maintaining appropriate security measures within its own IT environment, user and access management, data classification, backups, and compliance with applicable laws and regulations, including sector-specific regulations such as NIS2.
3. Unless otherwise agreed In Writing, Yielder's obligations do not include making backups, disaster recovery, business continuity management, logging or monitoring, intrusion detection or prevention, SOC services or active security of the Customer's data or systems. These responsibilities lie with the Customer, unless the Parties have made agreements on this In Writing, for example in an SLA or addendum.
4. Obligations regarding information security, continuity, incident response, reporting, audits or compliance with laws and regulations or standards, including NIS2, ISO standards or similar frameworks, are only part of the Agreement if they have been agreed In Writing, for example in an SLA or separate addendum. The mere fact that the Customer falls under such laws or regulations does not entail additional obligations for Yielder.
5. The Customer is not entitled to audits, penetration tests, assessments or similar audits at Yielder, unless this has been agreed In Writing. If the Parties agree on audit or assessment rights, separate agreements apply regarding scope, frequency, confidentiality, costs and method of execution.
6. If a Security Incident occurs within the Services provided by Yielder, Yielder will endeavour, within the limits of its role and responsibilities, to provide reasonable cooperation to the Customer for the purpose of analysis and recovery. The scope and intensity of such cooperation are determined by the nature of the agreed Services, do not entitle the Customer to audits, additional reports or structural support, do not

constitute a structural or ongoing obligation for Yielder and do not affect the Customer's statutory notification and reporting obligations.

9. Housing (data centre services)

1. If the Parties agree to use a third-party data centre, the general and any specific terms and conditions and SLA of that third party will also apply.
2. Yielder ensures the availability of connectivity and power supply at the housing location and provides industry-standard physical security measures in accordance with the agreed SLA.
3. Yielder is responsible for the initial placement and installation of the Customer's servers at the housing location.
4. The Customer is responsible for the timely delivery, maintenance, replacement, and disposal of its Products.
5. The Customer guarantees that its Products and Software are suitable and safe for placement in the housing environment and do not infringe upon the rights of third parties.
6. Yielder is entitled to refuse Products or take measures if they pose a risk to the housing environment. Any damage and investigation costs will be borne by the Customer.
7. Access to the housing location for maintenance by the Customer is only permitted with prior consent In Writing and under the supervision of Yielder.

10. IaaS (Infrastructure as a Service)

1. Virtual servers are delivered in the agreed configuration and within the agreed period. Yielder does not guarantee uninterrupted availability.
2. The Customer is responsible for managing its own data and Software on the virtual servers.
3. Work carried out at the request of the Customer is performed on a cost-plus basis.
4. Yielder is entitled to modify or replace the underlying cloud infrastructure.
5. In the event of (imminent) danger to the infrastructure, Yielder is entitled to issue instructions and suspend Services.
6. Yielder applies a fair-use policy and may take measures and pass on costs in the event of excessive use.

11. Devices

1. Devices are made available in accordance with the Agreement or are functionally equivalent.
2. The Customer is responsible for careful use and for the necessary Software and licences.
3. Support and additional work are carried out in accordance with the Agreement and applicable rates.
4. For Devices, repair, replacement or exchange occurs if and to the extent that an applicable manufacturer's or supplier's warranty provides for it. Yielder is not obliged to provide replacement Devices, unless otherwise agreed In Writing.
5. This article constitutes a further elaboration of Article 3.3 (Obligations of the Customer) of the general part of the General Terms and Conditions.

12. Secondment and support

1. If Employees are made available, they work under the direction and supervision of the Customer.
2. Yielder is entitled to replace Employees with equally qualified persons.
3. Termination and fees are carried out in accordance with the Agreement.

13. Advice and consultancy

1. Advice is provided on a best-efforts basis.
2. Use of advice is at the Customer's risk.
3. Disclosure to third parties is only permitted with prior consent In Writing.

14. As-a-Service Services

1. Functionality and service levels are established in the Agreement and/or SLA.
2. Yielder may modify functionalities; in case of material disadvantage to the Customer, the Parties will enter into consultation with each other.
3. Yielder does not guarantee error-free or uninterrupted operation of As-a-Service Services.

15. Amendment and termination of Services

1. Yielder is entitled to amend Services if this is necessary for technical, operational or safety reasons.
2. If an amendment results in a demonstrable material disadvantage for the Customer, the Parties will enter into consultation with each other.

16. Exit and transfer

1. If and to the extent that the Parties have agreed on an exit arrangement, this must be recorded In Writing in a separate exit plan, which must include agreements on the scope, planning, responsibilities, costs, and conditions of migration, transfer and termination of Services.
2. If no separate exit plan has been agreed upon, Yielder is not obliged to perform migration, conversion, transfer or support activities after termination or expiration of the Agreement, other than terminating the Services in accordance with the Agreement.
3. At the Customer's request, Yielder will endeavour, during a reasonable transition period after termination of the Agreement, to provide reasonable cooperation at the then applicable rates and conditions for an orderly transfer of Services to the Customer or a third party designated by the Customer, insofar as this is technically and organisationally possible and does not conflict with Yielder's obligations towards third parties.
4. Cooperation as referred to in the previous paragraph may, if agreed, include:
   - making available data provided or generated by the Customer in a common, technically readable format;
   - providing reasonable technical information necessary for the continuity of the Services;
   - facilitating the transfer of access rights, insofar as these are managed by Yielder.
5. Yielder is not obliged to:
   - adapt or redesign the Customer's IT environment;
   - ensure compatibility with third-party systems or services;
   - provide support to a subsequent service provider other than as expressly agreed;
   - make available source codes, scripts, configurations or other intellectual property of Yielder or third parties;
   - continue Services after termination without payment.
6. The Customer remains responsible at all times for:
   - timely collection and security of its data;
   - complying with third-party licensing terms;
   - the continuity of its business operations after termination;
   - compliance with laws and regulations in the event of migration or transfer.

7. After termination of the Agreement, Yielder will be entitled, subject to applicable laws and regulations, to delete or make inaccessible Customer data after a reasonable period of time, unless otherwise agreed In Writing. Yielder is not liable for any damage caused by the Customer's failure to secure its data in a timely manner.
8. Termination or transfer of Cloud and IT Services will not affect Customer's payment obligations, including fees for Services performed, severance payments, and costs of exit or transfer activities.
9. If the Customer is required to have an exit plan in place under applicable law or regulation, Yielder will, at the Customer's request, provide reasonable cooperation, against a separate fee and on the basis of an additional agreement In Writing, in drawing up an exit plan that concerns continuity and data security.

17. Final provisions

This module is governed by Dutch law. Disputes will be submitted to the competent court in accordance with the general part of the General Terms and Conditions.