

Further provisions regarding the procurement of ICT (services) on the General Terms and Conditions of Royal FloraHolland U.A.

34. Definitions

- Documentation: any technical and functional description of the software and its properties.
- Backend-as-a-Service (BaaS): the provision by the Supplier of services and/or a virtual environment via a Cloud Service whereby Royal FloraHolland is offered the possibility of connecting the web applications and/or mobile applications in use to "the Cloud".
- Corrective maintenance: the detection and repair of Defects in the software after they have been reported by Royal FloraHolland.
- Cloud service means the service to be provided remotely by the Supplier by means of "the Cloud" in the field of Software-as-a-Service (SaaS), Platform-as-a-Service (PaaS) or Infrastructure-as-a-Service (IaaS), Backend-as-a-Service (BaaS) and Mobility-as-a-Service (MaaS).
- Defect or Defects: failure or incomplete compliance with the agreed requirements, functional and technical specifications or properties of the Software.
- Right of Use: The right on the basis of which Royal FloraHolland is authorised to use the software in accordance with the Agreed Use.
- Infrastructure-as-a-Service (IaaS): the remote provision and maintenance by the Supplier of a desktop environment via a Cloud Service, such by virtualisation via servers, whereby Royal FloraHolland, as end user, retains management of the ICT infrastructure including database, app/software and data.
- Custom Software: the software to be developed and adapted by the Supplier for the benefit of Royal FloraHolland, including changes and additions to the software, with corresponding documentation and materials.
- Mobility-as-a-Service (MaaS): the remote provision and maintenance by the Supplier of an ICT functionality via a Cloud Service, whereby Royal FloraHolland and its employees can plan,

reserve, book and pay for all kinds of transport and/or mobility solutions via applications.

- Agreed Use: the use intended by Royal FloraHolland as it is or should reasonably be known to the Supplier at the time the agreement is concluded, all this insofar as that use is not explicitly excluded or limited in the agreement.
- Platform-as-a-Service service (PaaS): the remote provision and availability by the Supplier of an ICT platform functionality, which includes the IaaS infrastructure and on which Royal FloraHolland can develop, use and manage its software applications.
- Software: Standard and/or Custom Software and/or SaaS, IaaS, BaaS or PaaS service.
- Software-as-a-Service (SaaS): the remote provision and maintenance by the Supplier of functionality available to Royal FloraHolland via a Cloud Service / Internet or other data network, without a physical carrier or download containing the relevant underlying software being made available to Royal FloraHolland.
- Source code: The text of the software underlying the object code and written in a commonly used programming language with its associated documentation.
- Standard Software: software not developed specifically for the benefit of Royal FloraHolland

35. Applicability

These supplementary provisions (hereinafter referred to as: "ICT terms and conditions") apply to every request made by Royal FloraHolland to the Supplier to submit an offer, to the offer to be issued by the Supplier, to all Royal FloraHolland orders and to all agreements to be concluded and entered into with the Supplier in which Royal FloraHolland acts as (potential) purchaser of products and services in the field of ICT, as well as to all legal relationships arising from them.

36. Right of Use of Standard Software

1. The Supplier grants Royal FloraHolland a perpetual and irrevocable Right of Use to the Standard Software. The Right of Use does not include any transfer by the Supplier to Royal FloraHolland of patent,

copyright or trademark rights to the Standard Software concerned.

2. The Right of Use shall in any case include:
 - a. The right to use all functionalities of the Standard Software accessible to Royal FloraHolland even if they are not mentioned in the Documentation
 - b. The right to make copies of the Standard Software, or have them made, for back-up purposes;
 - c. The right to use the Standard Software without any restriction or limitation regarding place, equipment, duration or otherwise, including its use by third parties for the benefit of Royal FloraHolland
 - d. Having third parties manage the Software as part of outsourcing.

37. Custom Software

1. All intellectual property rights regarding the Custom Software developed for the benefit of Royal FloraHolland, including the materials and Documentation required for use of the Custom Software, shall be held by Royal FloraHolland. These rights shall be transferred by the Supplier to Royal FloraHolland by virtue of these ICT terms and conditions, which transfer shall be accepted by the Supplier immediately after these rights arise, now for then.
2. Insofar as a further deed would be required for the transfer of such rights, the Supplier irrevocably authorises Royal FloraHolland, now for then, to draw up such a deed and sign it on behalf of the Supplier, without prejudice to the Supplier's obligation to cooperate in the transfer of such rights at the first request of Royal FloraHolland, without being able to impose conditions.
3. The Supplier hereby waives towards Royal FloraHolland any moral rights to the Custom Software to which it may be entitled, to the extent that the applicable regulations permit such a waiver.
4. If a difference of opinion exists between the parties regarding the (intellectual) property rights to (parts of) the Software, it shall be assumed that those rights are

vested in Royal FloraHolland, subject to proof to the contrary to be provided by the Supplier. In all cases, Royal FloraHolland shall be entitled to the Agreed Use of the Software.

5. In the case of Custom Software, the Supplier shall deliver the source code including the Documentation and preparatory materials on a durable data carrier. With regard to Standard Software, the provisions of Article 41 apply.

38. Cloud services

1. The Supplier shall perform the SaaS service, IaaS service, MaaS service, BaaS service, or PaaS service ("Cloud Service") on the instructions of Royal FloraHolland. Royal FloraHolland is entitled to use the relevant service for the benefit of its own company or organisation insofar as this is necessary for the use agreed by Royal FloraHolland. Royal FloraHolland is free to allow third parties to make use of the service provided by the Supplier to the extent that this is necessary for the Agreed Use.
2. The Supplier may make changes to the content or scope of the Cloud Service, provided these changes do not relate to the agreed features or functionalities and these changes do not result in a change in the procedures applicable at Royal FloraHolland.

39. Third-party software

1. If the software and/or any links to be provided by the Supplier consists (partly) of third-party software, the Supplier shall explicitly specify this in the offer.
2. The Supplier shall specify the possibility of obtaining the relevant third-party software elsewhere and to what extent the choice to do so has consequences for the Supplier's offer.
3. If the functioning of the software depends on third-party software, the Supplier shall explicitly specify this in the offer. The Supplier shall be obliged to disclose where such dependence lies and what effects such dependence has on (the

quality of) the software to be supplied by the Supplier.

4. Within the scope of maintenance, the Supplier shall release timely updates and upgrades in order to continue to guarantee compatibility with third-party software on which the Software depends.
5. The Supplier shall release these updates and upgrades free of charge or at previously agreed fees in writing.

40. Documentation

1. The Supplier shall provide Royal FloraHolland with sufficient and comprehensible documentation ("Documentation") regarding the properties, technical applicability and possibilities of use of the Software. The Documentation for end users is in Dutch, other Documentation may also be in English (unless agreed otherwise).
2. Documentation shall be and remain such:
 - i) that it provides an accurate, complete and detailed description of the Software to be provided by the Supplier, as well as its functions;
 - ii) that it provides an accurate and complete description of the settings/parametrisations made by the Supplier in the context of implementation or maintenance;
 - iii) that users can make use of all features of the Software and have a good understanding of its operation;
 - iv) that it is suitable for testing the Software on this basis as part of an acceptance procedure – if applicable;
 - v) that it is suitable for managing the Software adequately on this basis and for embedding it in the application landscape
 - vi) that it is always up to date. As soon as it appears that the Documentation is not or no longer correct or complete, the Supplier shall update the Documentation as soon as possible and at its expense.
3. The relevant documentation shall always be made available to Royal FloraHolland in a timely manner. When supplying updates, upgrades, new versions or supplying additional Software, the Documentation shall always be included when it is made available.

41. Source code

1. The Supplier shall, at Royal FloraHolland's first request, enter into a Source code escrow agreement with Royal FloraHolland. The costs of this source code escrow agreement shall be borne by the Supplier. If the Supplier provides a Cloud service, it undertakes to agree a Cloud service escrow arrangement with a professional escrow agent to be mutually agreed upon, whereby arrangements shall be made about continuity of the Cloud services, the content, the data and possibly the deposit of the source code and necessary Documentation of the application in case of discontinuity on the part of the Supplier.
2. The agreement referred to in paragraph 1 shall comply with what is customary on the Dutch market at the time it is concluded and shall include all undisclosed information that Royal FloraHolland reasonably requires for fault repair, maintenance and management of the Software so that it can continue to make use of the Agreed Use.

42. Maintenance

1. If the Parties have not otherwise defined the types of maintenance in respect of Software in the agreement, the types of maintenance listed below shall mean:
 - a. Preventive maintenance: maintaining the Software, i.e. taking appropriate measures and guarantees so that the Software functions in accordance with the specifications;
 - b. Corrective maintenance: detecting and repairing Defects in the Software after they have been reported by Royal FloraHolland;
 - c. Renewal maintenance: the adaptation of the Software to new technological insights and/or new legal regulations and/or improvements or extensions of the functionality. Maintenance as referred to in this article shall take place free of charge, except for prior written agreements to the contrary.
2. Preventive and renewal maintenance shall not be carried out during office hours.

3. The service levels (quality and level) of maintenance are worked out in a Service Level Agreement ("SLA").
4. The Supplier shall not be permitted to make functional changes to the Software unless Royal FloraHolland has given prior written permission or has explicitly requested such permission.

43. Preventive maintenance

The Supplier acknowledges that it is essential in the context of continuity that the Software continues to meet the agreed requirements, functional and technical specifications and properties and can be adapted to developments in technology. The Supplier shall take appropriate preventive measures within the framework of preventive maintenance.

44. Corrective maintenance

1. The SLA specifies the manner in which a Defect is reported to the Supplier. If the SLA does not contain a requirement for this, a Defect shall be reported to the Supplier in writing (preferably by e-mail) as soon and in as much detail as possible.
2. In connection with the performance of Corrective maintenance, Defects shall be divided into the following categories unless the Parties have divided Defects into other categories in the agreement:
 - a. Priority group 1: The Software does not function in its entirety or for the most part and is no longer reasonably usable.
 - b. Priority group 2: The Software shows serious loss of functionality, but can still be used in the opinion of Royal FloraHolland.
 - c. Priority group 3: The Software has annoying deficiencies, but can be used normally.
3. Royal FloraHolland decides in which priority group a Defect falls.
4. The SLA specifies for each priority category within which period the Supplier shall commence Corrective maintenance and within which period the Defect shall be remedied. The period starts from the moment of notification referred to in the first paragraph of this article.

5. If Corrective maintenance has started during the agreed hours, Royal FloraHolland shall be entitled to demand that this maintenance is continued outside these hours if it is of the opinion that the nature of the Defect gives cause for this.
6. The SLA shall determine the manner in which the Supplier notifies Royal FloraHolland that the Defect has been rectified as well as the manner in which the Supplier shall report on (the rectification of) the Defect.
7. Temporary problem solutions, programme bypasses or problem-avoiding restrictions shall not be applied by the Supplier until after the Supplier has informed Royal FloraHolland, whereby it has demonstrated that the Defect cannot as yet be solved in any other way and the temporary problem solution, programme bypass or problem-avoiding restriction shall not have any detrimental consequences for Royal FloraHolland's use of the Software.

45. Renewal maintenance

1. The Supplier is obliged to sufficiently investigate the possibility of improving the quality of the Software and to make new versions available to Royal FloraHolland as soon as there is reason to do so. The Supplier undertakes vis-à-vis Royal FloraHolland to maintain the level of its technical and organisational measures, to improve and refine them where possible and to adapt them to ongoing technological, social developments Royal FloraHolland is not obliged to purchase these new versions.
2. The Supplier shall ensure that all prior versions of the Software, are supported and maintained.

46. Acceptance and risk transition

1. Royal FloraHolland is entitled to subject the Software to an acceptance test, the purpose of which is to enable Royal FloraHolland to determine for itself that the Software works properly, as a whole and in conjunction with the equipment and (if applicable) other Software. To that end, Royal FloraHolland shall jointly draw up a test plan with the Supplier in which the

objectives of the acceptance test are also specified.

2. After Royal FloraHolland has carried out an acceptance test, an official report shall be drawn up and signed by the Parties. This official report shall record which defects have been found and, furthermore, whether the Software has been approved or rejected by Royal FloraHolland.
3. Minor Defects, which includes defects that, in the opinion of Royal FloraHolland, do not noticeably impede the operation of the Software, shall not be a reason for withholding approval, without prejudice to the Supplier's obligation to rectify such minor defects free of charge and quickly.
4. If Royal FloraHolland has not approved the Software during the first execution of the acceptance test, the acceptance test shall be repeated in full or in part no later than fifteen working days after the date of the record of this first acceptance test. A second official report shall record whether the defects recorded in the first official report have been rectified and the Software approved.
5. If all test results meet the acceptance criteria set out in the Acceptance test plan and the official report referred to in paragraph 2 is signed by Royal FloraHolland, the product offered for acceptance shall be deemed to have been accepted.
6. Until the moment of acceptance of the Software, Royal FloraHolland shall acquire a non-exclusive right to use it for installation and testing purposes. If the Supplier releases patches or improved versions, Royal FloraHolland shall be entitled to receive and use them free of charge, even if no maintenance has been agreed with the Supplier.

47. Intellectual property

1. The Supplier shall indemnify Royal FloraHolland against any claim based on an alleged infringement of an intellectual or industrial property right regarding the Software originating from the Supplier. The indemnification referred to in this paragraph also applies to third-party

Software provided by the Supplier under the agreement.

2. If it is determined that the claim is well-founded, the Supplier shall ensure that Royal FloraHolland obtains the right to continue using the Software or modify the Software in such a way that it no longer infringes or replace the Software. This shall not result in Royal FloraHolland being substantially restricted in the Agreed Use.

48. Open source Software

If the Supplier makes (joint) use of open source Software in the execution of the order, it shall find out for itself in advance of the quality thereof and it shall closely examine whether and if so by whom and with what result intellectual property rights claims have been or can reasonably be expected to be made thereon. The Supplier indemnifies Royal FloraHolland against any claim based on an alleged infringement of an intellectual or industrial property right regarding the open source Software.

49. Warranty

1. The Supplier is obliged to ascertain the purposes for which Royal FloraHolland intends to use the Software and/or Cloud Service, in the absence of which it is assumed that the Supplier is fully informed of such purposes and the circumstances under which delivery of the Software and/or Cloud Service shall take place.
2. The Supplier guarantees at all times for the entire duration of the agreement that:
 - a. The Software – also at peak load – contains the agreed features as set out in the agreement and meets the agreed functional and technical specifications;
 - b. The Software is written efficiently, soundly and interrelatedly;
 - c. The Software contains no security measures or functions or elements foreign to the Software (such as logic bombs, viruses; worms, etc.) other than those specified in the Documentation;
 - d. The Software under the same circumstances does not lead to a higher load on Royal FloraHolland's equipment;

- e. The structure of Custom Software is such that in the event the Standard Software is changed, it can be modified using limited resources and retaining the agreed functionality;
 - f. The Supplier's personnel for the duration of the agreement meet and shall continue to meet the agreed qualities with regard to training, expertise and experience;
 - g. The Supplier guarantees that the Software will function in accordance with the agreed availability guarantee;
 - h. The Supplier guarantees that Defects shall be remedied within the agreed repair time;
 - i. The Supplier guarantees that the Software and/or Cloud Service shall be adapted in a timely manner to changes in relevant laws and regulations;
 - j. The Supplier guarantees that it shall maintain and further develop the Software and/or Cloud Service for at least the duration of the agreement and in any case up to 5 years after the commencement date of the agreement and shall adapt it to the advancing technological, social developments.
3. If at any time during the term of the agreement Royal FloraHolland ascertains that the Cloud Service and/or Software or parts thereof do not satisfy the aforementioned guarantees, Royal FloraHolland shall inform the Supplier of this in writing or by email and, in urgent cases, also by telephone. If the Supplier is of the opinion that Royal FloraHolland cannot invoke the guarantee provisions, the burden of proof in this regard shall rest with the Supplier.

50. Defects in association with other Software or equipment

1. At the request of Royal FloraHolland, the Supplier shall participate in consultations with other suppliers of Royal FloraHolland designated by Royal FloraHolland if at any time it appears that Software does not function properly in conjunction with other Software and/or equipment used or to be used by Royal FloraHolland.
2. The consultation, as referred to in the previous paragraph, is aimed at finding

out the cause of the inadequate cohesive functioning and finding a solution to it as soon as possible. The Supplier also undertakes to cooperate in working out and bringing about a solution. The reasonable costs associated with the consultation and working out the solution shall be borne by Royal FloraHolland, unless the lack of coherence is attributable to the Supplier.

51. Exit procedure

1. If the Agreement ends (prematurely) for any reason whatsoever, the Supplier shall be obliged at the first request of Royal FloraHolland to take all measures that are reasonably necessary to ensure that a new supplier or Royal FloraHolland itself can take over the execution of the Agreement without impediments and/or perform a similar Performance for the benefit of Royal FloraHolland. The Supplier shall also immediately return to Royal FloraHolland all documents, books, records and other goods (including data and information carriers) made available to it by Royal FloraHolland and remove all digital copies thereof. The Supplier shall provide a draft exit plan prior to the conclusion of the Agreement. The Supplier ensures that this draft exit plan is always up to date. The moment it becomes clear that the Agreement will end (prematurely) for whatever reason, a complete and final transition plan shall be drawn up in a timely manner.
2. The exit procedure shall be carried out at the rates and conditions stipulated in the agreement. If this leads to the provision of additional services, the Supplier shall in principle be entitled to charge Royal FloraHolland for said services at the rates and conditions specified in the agreement or, in the absence thereof, at rates in line with the market, provided that prior written agreement has been reached between the Parties. In the event of termination of the Agreement due to a failure of the Supplier, the Supplier shall perform these additional services free of charge.

52. (Information) security

1. The Supplier shall ensure appropriate, contractual, physical, technical and organisational measures to secure (personal) data against loss, impairment and against any form of unlawful processing. Having regard to the state of the art and the cost of their implementation, those measures shall ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected. The measures are aimed at preventing unnecessary collection and further processing of personal data. The Supplier shall record the measures in writing and send them to Royal FloraHolland upon first request.
 2. The Supplier undertakes vis-à-vis Royal FloraHolland to maintain the level of its technical and organisational (security) measures, to improve and refine them where possible and to adapt them to advancing technological, social developments and changes in legislation and regulations. To this end, the Supplier shall monitor current developments and make additional provisions to the extent it can reasonably be expected to do so.
 3. If Royal FloraHolland requests the Supplier to take additional security measures outside the framework determined in this article, the Supplier shall comply with that request insofar as this lies within its capabilities.
 4. The Supplier has an adequate information security policy that is not older than one year and consistently implements this policy. Security processes and measures are documented and demonstrably set up according to best practices generally recognised in the ICT industry. The Supplier further has an information security code of conduct for its employees. The Supplier shall hand over the most recent information security policy and code of conduct to Royal FloraHolland upon first request.
 5. If requested, the Supplier shall provide Royal FloraHolland with an independent assurance report regarding services provided by the Supplier that have a direct or indirect relationship with Royal FloraHolland's financial reporting.
 6. The Supplier has taken measures at network and application level to protect services to Royal FloraHolland from DDoS attacks and cyber attacks.
 7. The Supplier has established a process for managing security incidents. Security incidents shall be reported immediately to Royal FloraHolland's contact person and Security Officer, as also stated in the Processor Agreement.
 8. Royal FloraHolland is permitted to carry out or have carried out a security survey (or audit) periodically (right to audit). The Supplier shall cooperate in this and grant Royal FloraHolland and/or a third party or parties designated by it access to the necessary Documentation and/or systems. The report of findings shall be made available to the Supplier. The Supplier shall resolve all findings as soon as possible (free of charge).
 9. The Supplier has implemented a process to ensure that its suppliers meet the security requirements set by Royal FloraHolland. The Supplier shall allow Royal FloraHolland to inspect this process and the resulting reports at its first request. The Supplier shall also have its suppliers complete questionnaires at Royal FloraHolland's request regarding the control of information security.
 10. The Supplier obtaining remote access to Royal FloraHolland's systems and/or data shall implement a formalised and documented authorisation process for management and user accounts. At least quarterly, access to information systems is checked for validity and, if necessary, rights are revoked. Management and user accounts, passwords, tokens, etc. are individually assigned and may not be shared with other persons.
 11. If privileged accounts are involved, the Supplier has set up a privileged access management process that provides additional security measures for privileged accounts. This includes at least measures related to multi-factor authentication, just-in-time access granting and monitoring the use of privileged accounts
- 53. Security in relation to development and maintenance Custom Software**

1. The Supplier develops Custom Software according to "security & privacy by design". Here, specific attention is paid to input validation, authentication and authorisation, logging, audit trail, error handling.
2. A log or audit trail records at least the following events: (a) administrative events and configuration changes; (b) (attempts to) change and delete (confidential) data; (c) suspicious actions such as repeated authorisation blocks. A logged event contains at least the following information: (i) the action performed; (ii) the user's identity and IP number; (iii) the moment when the event occurs (timestamp); and (iv) a reference and reference to the object to which the change applies.
3. Custom Software is developed and maintained by the Supplier based on the standards of the Open Web Application Security Project (OWASP). The Supplier shall periodically test for proper compliance with these standards.
4. The Supplier shall ensure that the development, test, acceptance and production environments are separated from each other in such a way that the production environment cannot be influenced (uncontrolled) from other environments. The Supplier shall ensure a controlled transfer of developed Custom Software between the development, test, acceptance and production environments. This transfer can only take place after successful completion of the agreed testing and acceptance procedures.
5. The Supplier has established a process to periodically test the Custom Software for vulnerabilities and address vulnerabilities in a timely manner.

54. Security regarding hosting of information systems and/or Royal FloraHolland data

1. Data from (and relating to) Royal FloraHolland may only be processed within the EEA.
2. The Supplier conducts periodic security surveys of the environment. Reports on these security screenings shall be made available to Royal FloraHolland upon request.

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