



General Terms and Conditions

Version September 2026

These General Terms and Conditions contain the following sections:

- Chapter I: General Provisions
- Chapter II: Terms of Service
- Chapter III: AsBuilt Terms of Use
- Chapter IV: AsBuilt Support Terms and Conditions

Chapter I applies to all agreements and legal acts of PeoplePower.
Chapters II-IV specifically apply to the purchase of the relevant service from PeoplePower as described in those chapters.

Chapter I General Provisions

1. DEFINITIONS

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

- a. *"General Terms and Conditions"*: the general terms and conditions of PeoplePower as they may apply from time to time;
- b. *"AsBuilt"*: PeoplePower's SaaS solution for drawing and document management;
- c. *"Service(s)"*: the service(s) to be provided by PeoplePower, as further described in the Agreement, which may include, among other things: the provision of AsBuilt and/or work to be performed by PeoplePower, such as drawing management, revision work, on-site checks, visual inspection, and the design of installations for new construction and renovations;
- d. *"User"*: the Client and/or an Employee of the Client who uses AsBuilt;
- e. *"Intellectual Property Rights"*: all copyrights, patent rights, trade name rights, trademark rights, database rights, design rights and other intellectual and industrial property rights and similar rights, whether registered or unregistered;
- f. *"Employee"*: an employee of the Client or PeoplePower and/or another natural person or legal entity authorised to perform work for or under the responsibility of the Client or PeoplePower;
- g. *"Client"*: the natural person who or legal entity that enters into or wishes to enter into an Agreement with PeoplePower;
- h. *"Agreement"*: any agreement concluded between PeoplePower and the Client regarding one or more Services of PeoplePower, including any amendment to the Agreement;
- i. *"Party (Parties)"*: PeoplePower and/or the Client;
- j. *"PeoplePower"*: PeoplePower B.V., having its registered office in Bodegraven, registered with the Chamber of Commerce under number 28088507;
- k. *"Working Day(s)"*: Monday to Friday, excluding official public holidays in the Netherlands and company-wide days off at PeoplePower.

2. APPLICABILITY

- 2.1 The General Terms and Conditions apply to every quotation, Agreement, and all legal acts of PeoplePower.
- 2.2 Provisions deviating from the General Terms and Conditions are only binding when agreed upon in writing and apply only to the case in question.
- 2.3 The provisions set out in these General Terms and Conditions are made not only for the benefit of PeoplePower, but also for the benefit of its direct and indirect directors and shareholders, all Employees of PeoplePower, third parties engaged by PeoplePower for the implementation of an Agreement, and all natural persons or legal entities for whose acts or omissions PeoplePower could be held liable.
- 2.4 PeoplePower reserves the right to amend these General Terms and Conditions from time to time. The amended General Terms and Conditions enter into force on the date indicated by PeoplePower. The amended General Terms and Conditions also apply to Agreements then in force. In that case, the Client is entitled to terminate the Agreement with immediate effect, including before the end of its term, if the changes are material and/or unreasonably burdensome. If no timely and lawful notice of termination is received, the Client shall be deemed to have accepted the amended General Terms and Conditions.
- 2.5 The applicability of purchasing or general terms and conditions used by the Client is expressly rejected.
- 2.6 In the General Terms and Conditions, "in writing" also includes communication by email.

2.7 If PeoplePower does not require strict compliance with the General Terms and Conditions or the Agreement in certain cases, PeoplePower does not lose the right to demand strict compliance in future cases.

2.8 In the event of a conflict between the General Terms and Conditions and the Agreement, the provisions of the Agreement shall prevail.

2.9 In the event of a conflict between Chapter I of the General Terms and Conditions (General Provisions) and the provisions in other chapters of the General Terms and Conditions, the provisions in the other chapters of the General Terms and Conditions shall prevail.

2.10 If a provision in these General Terms and Conditions cannot be relied upon, the Parties agree that the provision shall be given a meaning that corresponds as closely as possible to its original meaning and that can be legally relied upon.

3. PROPOSAL, OFFER

3.1 All proposals, price quotations and offers from PeoplePower are based on information and documents provided by the Client and are non-binding and revocable, unless a period for acceptance has been specified.

3.2 A proposal, price quotation or offer does not automatically apply in the future.

3.3 In the event of publication and/or printing errors or an obvious clerical error in a proposal, price quotation, offer and/or Agreement, PeoplePower is not bound by them.

3.4 If the acceptance of the offer/proposal deviates from the offer/proposal of PeoplePower, PeoplePower is not bound by it, unless PeoplePower expressly agrees to this deviation in writing.

3.5 Budgets, plans, or other documents and information used for offers remain the property of PeoplePower. Without the permission of PeoplePower, they may not be reproduced or otherwise provided to third parties or made available for inspection.

4. COMMENCEMENT, DURATION AND TERMINATION

4.1 An Agreement is concluded by the Client's acceptance of an offer from PeoplePower, upon PeoplePower's acceptance of an order placed by the Client, or by the performance of Services.

4.2 The Agreement is entered into for an indefinite period, unless otherwise stipulated in one of the other chapters of these General Terms and Conditions and/or in the Agreement. An Agreement entered into for an indefinite period may be terminated effective from the end of a calendar month with due observance of a notice period of 3 (three) months.

4.3 Agreements entered into for a fixed term cannot be terminated before the end of that term. These Agreements shall be automatically renewed at the end of each term for a period equal to the preceding term, unless one of the Parties terminates the Agreement effective from the end of the current term with due observance of a notice period of 3 (three) months.

4.4 The Agreement may be terminated with immediate effect in the following situations:

- a. The other Party fails to perform its obligations under the Agreement, even after receiving written notice of default and being given a reasonable period to perform;
- b. In the event of insolvency, suspension of payments, liquidation, or dissolution of the other Party.

4.5 In the event of termination of the Agreement, for whatever reason, invoices from PeoplePower shall be due and payable immediately.

5. CLIENT OBLIGATIONS

5.1 The Client shall provide PeoplePower with all information and documentation that PeoplePower requires for the proper implementation of the Agreement, in good time and in the required form and manner. The Client guarantees the accuracy and completeness of the information and documentation made available to PeoplePower, even if originating from third parties.

5.2 PeoplePower is entitled to suspend the Services if the Client fails to provide the information and documentation requested pursuant to paragraph 1 to PeoplePower or provides it late or incompletely. In addition, PeoplePower is entitled to charge the Client for additional costs and fees arising from the failure to provide information and documentation, or from providing it late or incompletely.

5.3 The Client is obliged to inform PeoplePower immediately of (changed) facts and circumstances that may be relevant to the implementation of the Agreement.

6. IMPLEMENTATION OF THE AGREEMENT

6.1 All work to be performed by PeoplePower is based on an agreement for the provision of services with the meaning of Dutch law (*overeenkomst van opdracht*). The provisions set out in Sections 404, 407(2) and 409(1) of Book 7 of the Dutch Civil Code do not apply.

6.2 PeoplePower endeavours to perform its Services correctly and to the best of its ability. In this regard, PeoplePower is subject only to a best-efforts obligation.

6.3 Deadlines for PeoplePower to complete work shall be considered strict deadlines only if this is expressly and unambiguously stipulated in writing in the Agreement.

6.4 The Agreement is deemed to accurately and completely reflect the arrangements between PeoplePower and the Client. If, during the implementation of an Agreement, it becomes apparent that other or additional work is necessary or desirable, the Parties shall agree further arrangements through mutual consultation and record them in writing. An amendment to the Agreement may alter the originally specified period for implementation as well as the agreed fee.

6.5 PeoplePower is entitled to engage third parties for the implementation of the Agreement.

6.6 PeoplePower uses AI (artificial intelligence) for certain activities, such as:

- Smart maintenance: automatic classification of drawings and documents and linking documents to maintenance processes;
- AsBuilt Chatbot: a chatbot for AsBuilt users, which allows for quick answers to questions asked by the User.

In principle, PeoplePower does not use personal data when using AI, unless this is necessary for the performance of the work (for example, answering specific questions via the chatbot). In that case, the provisions of Article 10 (Personal data and privacy) apply.

Where copyright-protected content is used, the Client consents to such use, and the provisions of Article 8 (Intellectual property rights) apply.

When PeoplePower uses AI, particularly but not exclusively in the case of chatbots that interact with Users, no guarantee is given regarding the accuracy and completeness of answers. AI generated output may produce errors and must be checked by users. PeoplePower is not liable for any consequences, including damage, resulting from the use of AI (including chatbots).

7. PRICES AND PAYMENT

7.1 All prices are in euros, excluding VAT and excluding travel and accommodation expenses and other costs incurred by PeoplePower in the context of the implementation of the Agreement.

7.2 PeoplePower adjusts its prices annually on 1 January based on an index derived from the Consumer Price Index for all households and the collective labour agreement wage index, as published by Statistics Netherlands (CBS), but at least by the percentage by which PeoplePower's costs have increased.

7.3 Payment by the Client shall be made, without deduction, discount or set-off, within 14 (fourteen) days after the date of the invoice to a bank account to be designated by PeoplePower.

7.4 PeoplePower is entitled to request an advance payment and to commence the Services only after the advance payment has been made.

7.5 If payment is not made within the agreed period, the Client shall be immediately in default, and PeoplePower shall be entitled to statutory commercial interest from the due date of the invoice until the date on which the amount due has been paid in full.

7.6 All reasonable judicial and extrajudicial costs incurred by PeoplePower as a result of non-compliance by the Client shall be borne by the Client. For extrajudicial costs, PeoplePower applies the provisions of the Dutch Collection Costs Act, the Dutch statutory rules on extrajudicial debt collection costs (*Wet Incassokosten*).

7.7 PeoplePower is entitled to suspend Services for the Client until all outstanding invoices, including accrued interest and collection costs, have been paid by the Client to PeoplePower.

7.8 PeoplePower is entitled to retain drawings or other documents and/or data files received or produced under an Agreement until the Client has paid all amounts owed to PeoplePower.

8. INTELLECTUAL PROPERTY RIGHTS

PeoplePower's rights:

8.1 Subject to the provisions set out in paragraphs 7 and 8 of this article, all Intellectual Property Rights in software (including but not limited to AsBuilt), documents, and other Services made available by PeoplePower to the Client are the exclusive property of PeoplePower or its licensors. No provision shall be interpreted as resulting in a (partial) transfer of those rights to the Client.

8.2 The Client is not permitted to alter, remove or obscure any indication of PeoplePower's Intellectual Property Rights, either in whole or in part. The Client shall not use or register any trademark, design, logo, or domain

name of PeoplePower, or any name or sign corresponding to it, anywhere in the world.

8.3 If legal proceedings are instituted against the Client based on the assertion that the use of Services infringes copyright, patent rights, trade secrets, or any other intellectual property right of third parties, PeoplePower shall indemnify the Client against the damages and costs arising from a court judgement and/or from an amicable settlement reached in the context of legal proceedings, provided that: a) the Client immediately notifies PeoplePower in writing of such legal action as soon as it becomes aware of it; b) the Client is assisted by a lawyer designated by PeoplePower; c) the Client provides full cooperation in putting forward a defence and reaching an amicable settlement; and d) the Client permits PeoplePower to put forward a defence at its own discretion and to conduct all negotiations regarding a settlement that PeoplePower deems appropriate.

8.4 The indemnification does not apply, and PeoplePower is not liable to the Client, if the (alleged) infringement is the result of an act or omission by the Client.

8.5 In the event of (alleged) infringements of third-party intellectual property rights by PeoplePower, PeoplePower shall take appropriate measures at its sole discretion.

8.6 The Client accepts that the full and exclusive liability of PeoplePower for infringements of intellectual property rights is as provided in this article 8 and in article 12.

Client's rights:

8.7 The content entered into AsBuilt by the Client, and the information and documentation made available by the Client to PeoplePower remain the property of the Client.

8.8 All drawings or other documents created and/or modified by PeoplePower on behalf of the Client become or remain the property of the Client.

8.9 The Client guarantees that it is authorised to provide drawings, other documents, or data to PeoplePower and to edit, process, publish or reproduce them, and that no confidentiality obligations or third-party rights prevent it from doing so.

8.10 The Client indemnifies PeoplePower against all third-party claims and shall compensate PeoplePower for all damages and costs incurred, including but not limited to lawyers' fees, in connection with any (alleged) infringement of third-party rights resulting from the performance of the Services.

9. CONFIDENTIALITY

9.1 PeoplePower and the Client shall treat all information from or about the other Party that is identified as confidential or can reasonably be assumed to be confidential as such and shall disclose it to third parties only with the other Party's consent. The Parties shall make every effort to prevent third parties from accessing this information without the other Party's consent.

9.2 If the Parties involve a third party in the Agreement, they shall impose the obligations of this article on that third party.

10. PERSONAL DATA AND PRIVACY

10.1 In connection with the implementation of the Agreement, PeoplePower is entitled to use personal data of the Client. This includes, but is not limited to, names, telephone numbers, and email addresses.

10.2 PeoplePower is entitled to share personal data of the Client with third parties engaged by it for the implementation of the Agreement. These third parties are prohibited from using these personal data for any other purpose.

10.3 PeoplePower is also entitled to disclose personal data to third parties in connection with the sale, transfer or conveyance of all or part of PeoplePower's business, or as part of an audit. PeoplePower ensures that the third party maintains confidentiality regarding the personal data and that this party complies with the necessary security measures and instructions from PeoplePower.

10.4 For more information on how PeoplePower handles personal data, reference is made to PeoplePower's Privacy Statement, which can be found via the following link: <https://www.peoplepower.nl/privacy-statement>.

10.5 When the provision of Services involves the processing of personal data by PeoplePower on behalf of the Client, PeoplePower shall be considered a processor (as defined in the General Data Protection Regulation (2016/679/EU) ("GDPR")) on behalf of the Client. In that context, the Client is considered the data controller within the meaning of the GDPR.

10.6 The Client ensures that it has obtained the necessary consents and authorisations required to process and store personal data via the Services. The Client indemnifies PeoplePower against third-party claims regarding the processing of personal data via the Services, except where such claims

arise from a failure attributable to PeoplePower to fulfil its obligations towards the Client.

10.7 PeoplePower shall take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data via its Services and against accidental loss, destruction of or damage to such data.

10.8 If and to the extent that a personal data breach as defined in the GDPR ("Data Breach") occurs, PeoplePower shall inform the Client without undue delay and comply with its obligations under the GDPR towards the Client in such situations. The Client is responsible for reporting a Data Breach to supervisory authorities or data subjects where applicable.

11. FORCE MAJEURE

11.1 If PeoplePower is unable to perform its obligations under the Agreement due to a circumstance that is not its fault and for which it is not responsible under the law, a juridical act or generally accepted practices of social conduct under Dutch law ("Force Majeure") (*overmacht*), PeoplePower shall be entitled to suspend its obligations towards the Client without being liable to the Client for damages.

11.2 Force Majeure shall in any event include, in addition to circumstances recognised as such in law and case law, all external causes, foreseen or unforeseen, beyond PeoplePower's control that make performance wholly or partly impossible, including but not limited to: strikes, occupation of business premises, blockades, embargoes, war, revolution and/or any similar situation, power outages, failures in electronic communication lines, denial-of-service attacks, hacking, cable breakage, fire, explosion, water damage, lightning strikes, natural disasters, flooding and/or earthquakes, epidemics, pandemics and government measures.

11.3 If the Force Majeure lasts longer than 90 days, both Parties shall be entitled to rescind the Agreement (*ontbinden*) without any entitlement to restitution or compensation.

12. LIABILITY

12.1 In the event of a failure by PeoplePower to perform its obligations, the Client must first give PeoplePower notice of default and an opportunity to remedy the failure within a reasonable period.

12.2 PeoplePower is only liable for damages resulting from a failure to implement the Agreement to the extent that such failure results from a failure to exercise the care that could reasonably be expected of PeoplePower, or in the event of wilful misconduct (*opzet*) or gross negligence (*grove schuld*) within the meaning of Dutch law.

12.3 The liability of PeoplePower is limited to direct damages. This is understood to exclusively refer to the reasonable costs incurred in determining the cause and extent of the damages, insofar as the determination relates to damages within the meaning of the General Terms and Conditions, any reasonable costs incurred to bring PeoplePower's defective performance into conformity with the Agreement, to the extent that these can be attributed to PeoplePower, and reasonable costs incurred to prevent or limit damages, insofar as the Client demonstrates that these costs have led to a reduction of direct damages as referred to in these General Terms and Conditions.

12.4 PeoplePower shall never be liable for indirect damages, including but not limited to consequential loss, loss of profits, loss of savings, corruption or loss of data, and loss due to business interruption.

12.5 PeoplePower shall never be liable for damages resulting from information that the Client provides incorrectly, incompletely, or late.

12.6 If PeoplePower is liable for damages incurred, the amount of compensation shall be limited to the total amounts invoiced, excluding VAT, under an Agreement concluded with the Client during the 12 (twelve) months preceding the date on which PeoplePower was in default following a notice of default. To the extent that PeoplePower cannot invoke the limitation referred to above in this paragraph 6 either, PeoplePower's liability shall in any event be limited to EUR 10,000. Credits from PeoplePower to the Client shall be deducted from the amounts referred to in this paragraph 6.

12.7 In the event of bodily injury, regardless of whether such injury results in death, PeoplePower's liability is in any event limited to EUR 500,000 per harmful event. In the event of property damage, PeoplePower's liability shall in any event be limited to EUR 50,000 per harmful event. In both cases, a series of related events counts as a single event.

12.8 The Client acknowledges and accepts that the fees due under the Agreement have been determined with due observance of the limitation of liability as referred to in this article 12.

12.9 Claims regarding alleged liability of PeoplePower must be submitted as soon as possible but no later than 12 (twelve) months after the termination of the Agreement.

12.10 The limitation or exclusion of liability described in this article also applies to the legal representatives and Employees of PeoplePower, as well as to third parties engaged by it for the implementation of the Agreement.

12.11 The implementation of the Agreement by PeoplePower is carried out exclusively for the benefit of the Client. Third parties may not derive any rights from the content of the Services performed or the Agreement. The Client indemnifies PeoplePower against all claims from third parties arising from or related to the implementation of the Agreement.

13. NON-SOLICITATION

The Client is not permitted to enter into an employment agreement with any of PeoplePower's Employees or to engage them in any other manner during the term of the Agreement or within 12 (twelve) months after it ends unless PeoplePower gives written consent to this. In the event of a breach of this provision, the Client shall be liable to pay PeoplePower an immediately due and payable contractual penalty of EUR 50,000 intended to compensate PeoplePower for its lost investment in the training and expertise of the Employee concerned, without prejudice to PeoplePower's right to recover the full amount of damages incurred.

14. TRANSFERABILITY

14.1 The Client is not permitted to transfer an Agreement or one or more of its rights and/or obligations under an Agreement without the prior written consent of PeoplePower.

14.2 PeoplePower is entitled to sublicense, transfer, or outsource its rights and/or obligations under the Agreement.

15. APPLICABLE LAW, DISPUTES

15.1 The Agreement and any legal relationship between the Parties shall be governed by Dutch law.

15.2 The Client and PeoplePower shall preferably resolve their disputes amicably.

15.3 If the Client and PeoplePower are unable to resolve a dispute amicably within a reasonable period, the dispute shall, at the request of either Party, be settled by the competent court in the judicial district in which PeoplePower holds its registered office, unless mandatory law requires otherwise.

Chapter II

Terms of Service

The provisions in this chapter apply, in addition to the General Provisions in Chapter I, to Services performed by PeoplePower for clients, including but not limited to drawing management, revision work, on-site checks, visual inspection, and the design of installations for new construction and renovations.

16. WORKING HOURS

16.1 Services shall be performed on Working Days between 08:15 and 17:00.

16.2 If PeoplePower performs work outside these days and times at the request of the Client, PeoplePower is entitled to increase its rates.

17. ON-SITE WORK

17.1 If PeoplePower performs Services at the Client's location or another location specified by the Client, the Client shall ensure that all necessary facilities are available to PeoplePower's Employees. Furthermore, the Client is responsible for a safe working environment and healthy working conditions for PeoplePower's Employees. The Client indemnifies PeoplePower against all claims from PeoplePower's Employees resulting from a failure to provide such an environment or conditions.

18. CANCELLING OR RESCHEDULING APPOINTMENTS

18.1 The Client may cancel an appointment for Services free of charge up to 5 (five) Working Days before the agreed start date or request to reschedule it to another date. In the event of cancellation or a request for rescheduling within these 5 (five) Working Days, PeoplePower is entitled to charge the Client the fee for the agreed Services.

Chapter III

AsBuilt Terms of Use

The provisions included in this chapter apply to PeoplePower AsBuilt Agreements, in addition to the General Provisions in Chapter I.

19. RIGHT OF USE

19.1 When the Agreement regarding AsBuilt enters into force, PeoplePower grants the Client a non-exclusive, non-transferable, and non-sublicensable right to use AsBuilt for the benefit of the Client during the term of this Agreement, for the number of Users and modules as set out in the Agreement.

19.2 The right to use AsBuilt is granted to the Employees of the Client. In addition, the Client is entitled to grant third parties access to and allow

them to use AsBuilt on behalf of the Client, provided that this is within the scope of the Client's business purposes.

19.3 The Client is responsible for ensuring, and guarantees, that all Users use AsBuilt with due care.

19.4 For each User, it is specified which drawings they may consult, download, or submit for revision.

19.5 The Client is not permitted to transfer, rent out, sublicense, sell, otherwise dispose of, or pledge the right to use AsBuilt to third parties, whether for payment or free of charge, by universal or singular succession.

19.6 PeoplePower reserves the right to make adjustments to AsBuilt. PeoplePower shall notify the Client in a timely manner of changes to AsBuilt insofar as they are relevant to the use of AsBuilt.

20. LOGIN PROCEDURE

20.1 The Client and Users gain access to AsBuilt using the username and password ("Login Credentials") provided to the Client by PeoplePower.

20.2 The Client is responsible for the Login Credentials and shall handle them with care. Each individual User has their own Login Credentials; they are personal to the individual User and may not be shared with or transferred to any other party or person, whether or not they are part of the Client's organisation. The Client and the User are obliged to keep the Login Credentials strictly confidential.

20.3 The Client is liable for any use of Login Credentials by the Client and Users. In addition, all actions of Users in this context are at the Client's expense and risk. PeoplePower accepts no liability whatsoever in this regard.

21. RULES OF USE

21.1 The Client warrants that Users use AsBuilt in accordance with the Agreement, the General Terms and Conditions, and applicable laws and regulations. The Client is ultimately responsible for all information that the Users add or modify in AsBuilt.

21.2 The Client is not permitted to:

- use AsBuilt, or allow it to be used, for an illegal or unlawful purpose;
- gain or attempt to gain access to a part of AsBuilt that the Client is not authorised to access;
- reverse engineer, decompile, copy, distribute, disseminate, sublicense, modify and/or reproduce software or other code or scripts that form part of AsBuilt.

21.3 Should the Client discover at any time that it can access the network layers of AsBuilt, it must report this to PeoplePower immediately.

21.4 The Client is responsible for the functioning of its hardware, software, and internet connection required for the use of AsBuilt. The Client is responsible for taking the necessary measures to protect its equipment, software, Login Credentials and internet connections against viruses, computer crime, and unauthorised use by third parties.

21.5 If PeoplePower is of the opinion that the uninterrupted operation of AsBuilt and/or its own infrastructure and/or services to Client(s) is endangered by, for example, virus infections, denial-of-service attacks, port scans, hacking, or spam, PeoplePower is entitled to suspend its services (and thereby access to AsBuilt) either in whole or in part for as long as the danger exists. PeoplePower may then give instructions to the Client, which must be followed immediately, failing which the Client shall be in default without a notice of default being required.

21.6 For any (suspected) misuse or other improper use of AsBuilt or other breach of the Agreement, PeoplePower may, at its sole discretion and with immediate effect:

- temporarily or permanently restrict or block the Client's access to AsBuilt or the use of AsBuilt;
- cease or suspend its services either in whole or in part;
- terminate the Agreement.

The latter without prejudice to the Client's obligation to pay the remaining fees and without PeoplePower being obliged to pay the Client damages or other compensation.

22. AVAILABILITY

22.1 PeoplePower strives to ensure that AsBuilt is available without interruption. If an outage reduces the availability of AsBuilt, PeoplePower shall endeavour to resolve it as described in Chapter IV of these General Terms and Conditions (AsBuilt Support Terms and Conditions).

22.2 The Client acknowledges and accepts that AsBuilt can never be perfect or 100% free of errors, and that it may not be possible to correct all errors.

22.3 PeoplePower regularly backs up data in AsBuilt. Further information on this can be found in article 30 below.

23. DATA

23.1 The Client remains the owner of the data and is solely responsible and liable for the content and accuracy of data entered into AsBuilt by or on behalf of the Client.

23.2 PeoplePower endeavours to ensure that Client data in AsBuilt are protected against loss, damage, or destruction. However, PeoplePower cannot guarantee that no loss, damage, or destruction shall occur. PeoplePower regularly makes back-ups of the Client's data in AsBuilt, as indicated in article 30.

24. TERM AND END OF THE AGREEMENT AND THE CONSEQUENCES

24.1 The AsBuilt Agreement is initially entered into for a term ending on 31 December of the current year. After the initial term expires, the Agreement shall be automatically renewed for successive terms of 1 (one) year, unless one of the Parties terminates the Agreement effective from the end of the current period with due observance of a notice period of 3 (three) months.

24.2 Upon termination of the AsBuilt Agreement, the following data shall be made available to the Client at its request in a commonly used form or on a customary data storage medium: the source files and the PDF files published on AsBuilt, using the folder structure available in AsBuilt. The Client may download the metadata until the date of termination of the Agreement. Upon termination of the AsBuilt Agreement, the use of AsBuilt ends, and the Client no longer has access to AsBuilt and its data.

24.3 The Client hereby authorises PeoplePower to retain its data for a period of 3 (three) months following the termination of the AsBuilt Agreement and to delete and destroy the data after the expiration of this period.

Chapter IV

AsBuilt Support Terms and Conditions

The provisions included in this chapter apply to the use of AsBuilt by Clients, in addition to the General Provisions in Chapter I and the AsBuilt Terms of Use in Chapter III.

25. SUPPORT

25.1 For the term of the AsBuilt Agreement, the Client is entitled to support in the use of AsBuilt.

25.2 Users can request telephone support regarding the use of AsBuilt via the PeoplePower back office ("Help Desk") on Working Days from 08:30 to 17:00. Questions, requests, and reports can be submitted by email 24 hours a day, 7 days a week, to: [client name]@peoplepower.nl.

1.1 The Client must provide the following information for each question/request/report:

- name and contact details of the authorised Employee of the Client;
- a detailed description of the question, request or report that is as complete as possible;
- priority according to the Client (see article 28 below).

25.3 The provisions set out in article 28.2 below apply to the reporting of incidents.

25.4 The response and resolution times referred to in article 29.3 below apply.

25.5 The fee for support is included in the subscription.

26. MAINTENANCE

26.1 Maintenance is primarily aimed at ensuring that AsBuilt is available to the Client. This also includes – if applicable to the Client – the availability of the integrations developed by PeoplePower.

26.2 Maintenance includes:

- Preventive maintenance: taking timely measures to prevent disruptions in AsBuilt;
- Corrective maintenance: fixing errors in AsBuilt;
- Adaptive maintenance: modifying AsBuilt to ensure that the application (i) remains compatible with the infrastructure and (ii) contains the necessary functionality as a result of amended regulations;
- Enhancement maintenance: extending functionality based on the product roadmap or customer-specific changes.

26.3 AsBuilt is regularly updated with new versions. These new versions shall be installed through updates on the days and at the times specified in article 26.4.

26.4 Maintenance is carried out as much as possible on Working Days between 19:00 and 08:00. Critical security updates may be performed outside these days and times.

26.5 The Client shall be notified in advance of maintenance that disrupts the availability of AsBuilt and/or the integrations with external systems developed by PeoplePower, wherever possible at least 1 (one) week beforehand.

26.6 The maintenance fee is included in the subscription, unless the provisions of paragraph 8 of this article apply.

26.7 The fee for new versions is included in the subscription.

26.8 PeoplePower is entitled to charge the Client an additional fee in the following cases:

- When modifying AsBuilt or its functionality at the Client's request;

- b. For on-site support;
- c. When maintenance has become necessary due to demonstrably incorrect use of AsBuilt by or on behalf of the Client.

27. AVAILABILITY

27.1 PeoplePower aims for AsBuilt Availability (the proportion of time during a given quarter when AsBuilt can be accessed via the internet, expressed as a percentage) of:

- 99% between 08:00 and 19:00 (B1, x=1)
- 97% between 19:00 and 08:00 (B2, x=2)

27.2 The Availability (B) of AsBuilt is calculated as follows:

$$B(x) = 100\% * (1 - t(x)/T(x))$$

T(x) = the number of minutes that AsBuilt was unavailable during the quarter (AsBuilt outage)

T = the total number of minutes per quarter, excluding the Maintenance Window

28. INCIDENTS

28.1 "Incident" is understood as a substantial failure of AsBuilt to comply with the agreed specifications, as well as a situation involving non-availability that is not the result of maintenance (see article 26).

28.2 Reporting Incidents:

- a. If the Client detects an Incident while using AsBuilt, the Client shall report this immediately via the email address [client name]@peoplepower.nl.
- b. Incidents with a Critical or High priority (see article 29 below) must also be reported by telephone.
- c. When reporting an Incident, the Client must in any case provide PeoplePower with at least the following information:
 - i. Company name
 - ii. Client number
 - iii. Name and contact details of the Client's authorised Employee for further follow-up of the Incident
 - iv. A detailed description of the Incident that is as complete as possible.

29. HANDLING INCIDENTS

29.1 A PeoplePower employee shall assess the Incident reported by the Client as soon as possible and then determine its priority. The priority is determined based on the impact of the Incident. The impact is determined based on the overview below, using the information provided by the Client:

29.2

	Impact	
	Priority	Description
	Critical	AsBuilt is not available to the Client (affects all Users)
	High	AsBuilt is available, but there are serious limitations on the use of AsBuilt by the Client (for all or multiple Users)
	Normal	AsBuilt has limited operational capacity and/or generates one or more error messages that have no major consequences for the Client
	Low	The Client has requests for improvements to AsBuilt

29.3 PeoplePower shall endeavour to achieve the response and resolution times below, depending on the priority assigned to the Incident:

Code	Priority	Response time	Target resolution time
I	Critical	4 hours after reporting	1 Working Day
II	High	6 hours after reporting	1 Working Day
III	Normal	3 Working Days	5 Working Days
IV	Low	5 Working Days	In consultation with the Client

29.4 Hours outside opening hours (see article 26.4 above) are excluded when calculating the response and resolution times.

29.5 PeoplePower is entitled to use temporary solutions (workarounds) when resolving Incidents.

29.6 When an Incident has been handled by PeoplePower, PeoplePower shall inform the Client about this as soon as possible.

29.7 PeoplePower shall inform the Client as soon as possible if the indicated response or resolution time cannot be met.

30. BACK-UP

30.1 PeoplePower makes daily and weekly back-ups of data in AsBuilt.

30.2 At least once a year, PeoplePower performs a test to demonstrate that a fully functioning AsBuilt environment can be restored from the back-up and made operational.

30.3 Restoring back-ups is done in consultation with the Client (target time is within 8 business hours).

30.4 Upon request, the Client shall receive a back-up of all its data (source files and PDF files) as managed by PeoplePower. PeoplePower reserves the right to charge fees for this.