

16. Applicability of this addendum

- 16.1 This Addendum shall apply in addition to the General Purchase Conditions, in case the Products to be delivered by Supplier to Teijin Aramid are ICT Products.
- 16.2 If there is a conflict between the General Purchase Conditions and the Addendum, the Addendum shall prevail over the General Purchase Conditions.

17. Additional definitions

These words and expressions shall have the following meanings when used capitalized in this addendum of the General Purchase Conditions:

- **Acceptance:** The formal approval of all parts of the ICT Products, separately and in connection with each other, by means of a successfully performed Acceptance Test;
- **Acceptance Test:** The test procedure with which can be demonstrated that the ICT Products fulfill the agreed Functional Specifications and are suitable for normal use;
- **Addendum:** the addendum to the General Purchase Conditions of Teijin Aramid BV for the purchase of ICT Products.
- **Conversion:** Converting and migrating data Teijin Aramid to the new ICT Products (Equipment and/or Software) , without affecting the completeness and integrity of the data;
- **Customized Software:** The Software specially developed for Teijin Aramid by Supplier;
- **Defect:** A fault in or the non-compliance of the ICT Products to the agreed Functional Specifications, or the otherwise unsuitability of the ICT Products for normal use by Teijin Aramid.
- **Equipment:** All equipment that is delivered to Teijin Aramid by Supplier, as specified in the Agreement, including related documents and materials and including the most recent version of the system software, unless agreed upon otherwise.
- **Functional Specifications:** The specifications with which the provided ICT Products must comply, as stipulated in the Agreement and the annexes thereto;
- **ICT Products:** all objects and services in the field of ICT which are delivered or offered to Teijin Aramid, like for example the delivery, installation, implementation, licensing, maintenance, support and the development of Software, the delivery and maintenance of Equipment or complete IT-systems, the delivery and maintenance of networks, hosting services, the delivery of other telecom services and –products, the registration of domain names, secondment or the other (temporary) hiring of ICT personnel, the design of websites and web applications and providing advice related to the above mentioned products or other ICT matters.
- **Implementation:** All activities and measures necessary to make all parts of the ICT Products, individually and in combination, available in the organization of Teijin Aramid, to such an extent that all users of Teijin Aramid can work with it properly and according to the agreed Functional Specifications. The Implementation also includes the Conversion.
- **Improved Version:** A modified version of the Software, in which earlier Defects are repaired and/or the logical consistency is improved. Updates, upgrades and patches also fall within the scope of this definition;
- **New Version:** A modified version of the Software, in which the functionality from it is extended and/or improved;
- **Maintenance:** The development and delivery of New Versions and Improved Versions of the Software, the recovery of Defects in the ICT Products and the delivery of Support;
- **Software:** All software that is provided by Supplier to Teijin Aramid under the Agreement, including Customized Software;
- **SLA:** An additional agreement to be concluded between parties with respect to the Maintenance, which contains the actual service levels that will apply;
- **Support:** The presented user support by Supplier to Teijin Aramid, as specified in the SLA and/or the Agreement;

18. Obligations Supplier

- 18.1 Supplier will work according to the usual professional norms, standards and proceedings in the market by the fulfillment of the services.
- 18.2 Supplier will only deliver Software and services using a remote connection under the Agreement or the SLA (through application service providing, software as a service, cloud computing or similar services) when this is agreed explicitly in advance in writing.
- 18.3 Supplier shall notice Teijin Aramid in advance if with the delivery, Implementation or use of the ICT Products inconvenience or disruptions can be caused in relation to the normal business or (other) computer systems, equipment or software of Teijin Aramid. Supplier will do everything it can to

prevent and reduce inconvenience and disruptions as much as possible during the work in progress.

19. Quality and warranty

- 19.1 In addition to article 8 of the General Purchase Conditions Supplier warrants that:
- the ICT Products meet the provisions of this article and article 8 of the General Purchase Conditions also during peak load and maximum use;
 - that it is willing and able to maintain the ICT Products for at least five (5) years after the delivery of the ICT Products (on basis of a maintenance agreement or SLA, if applicable);
 - that the development of Software has been carried out by means of such design methods, programming languages and program development tools as constitute good professional practice within the computer business and in such a way that the programs can be run in a technically appropriate manner without a disproportionately heavy use of computer resources and network capacity;
 - that the Software can be used in combination with the existing ICT environment of Teijin Aramid without adjustments, unless indicated otherwise in advance
 - that the Software does not include other security measures, functions or other for the Software unusual elements (such as viruses, worms, etc) than which are mentioned in the documentation; and
 - that New Versions and Improved Versions of the Software will be made available on a regular basis.
- 19.2 In the case the ICT Products delivered do not fulfill the requirements described in this article or in article 8 of the General Purchase Conditions within a period of twelve months (12) after Acceptance of the ICT Products (or the period of the Suppliers warranty in case this is longer), Supplier will at first request of Teijin Aramid as soon as possible repair or replace the ICT Products at its own expenses, without prejudice to Teijin Aramid's other rights in accordance with the Agreement or the agreed SLA. If the ICT Products are replaced in accordance with this article, a new period of twelve (12) months will commence. If, according to Supplier Teijin Aramid cannot invoke the warranty provisions because a non working feature, functionality or part is not part of the warranted qualities, or because a defect is due to other causes for which Supplier is not responsible, the burden of proof lies on Supplier.

20. Documentation

- 20.1 Supplier will provide documentation with the delivery of the ICT Products. De documentation must:
- be drafted in the English language, unless agreed upon otherwise;
 - contain a correct, complete and detailed description of the ICT Products and the features and functionalities of the ICT Products;
 - enable (users of) Teijin Aramid to test the ICT Products;
 - enable (users of) Teijin Aramid to easily use all the possibilities of the ICT Products.
- The documentation should be provided to Teijin Aramid before or with the delivery of the (tests versions of the) ICT Products.
- 20.2 Supplier shall ensure that the delivered documentation will be replaced, modified or amended as soon as possible at its own expenses, if, at any point during the use of the ICT Products by Teijin Aramid the documentation appears to contain inaccurate or otherwise incomplete, insufficient or unclear information.

21. Implementation

- 21.1 Supplier will ensure a timely Implementation of the ICT Products in the organization of Teijin Aramid, as defined in the implementation plan or (annex to) the Agreement.
- 21.2 For the avoidance of doubt: article 4 of the General Purchase Conditions is fully applicable on the delivery of ICT Products by Supplier, including the penalty of article 4.6.
- 21.3 The Implementation will be performed/executed with optimal effort of the employees of Supplier and within the period and budgets as mentioned in the Agreement or Order or Offer. Supplier is responsible for the timely providence of professional employees with enough relevant experience.
- 21.4 If for the Implementation (technical) adjustments are needed at the current equipment, software and/or IT infrastructure of Teijin Aramid, Supplier is obliged to make these adjustments for its own account, in case the adjustments are not included in the quotation of the Supplier.

22. Acceptance

- 22.1 If the delivery of ICT Products includes Software, an Acceptance Test will be held, to test whether the Software – if applicable in combination with the delivered or prescribed Equipment – meets the Functional Specifications and the guarantees in article 8 and 19 of the General Purchase

- Conditions and the Addendum. Unless otherwise agreed, the Acceptance Test will be prepared by Supplier and will be timely offered to Teijin Aramid.
- 22.2 Every time an Acceptance test has been executed, the parties immediately will prepare and sign a report regarding the Acceptance. This report will record if the Software has Defects and moreover which (part of the) Software is accepted or rejected by Teijin Aramid.
- 22.3 Supplier will repair and correct the Defects mentioned in this article at its own expense within a period of two (2) weeks. After that a second Acceptance Test will be held in accordance with the above mentioned procedure. Teijin Aramid can dissolve the Agreement and the related agreements and claim additional damages if the Software is rejected again by Teijin Aramid.
- 22.4 Small Defects will not preclude Acceptance, notwithstanding the obligation of Supplier to repair these Defects as soon as possible free of charge. Small Defects are Defects that from their nature and/or size reasonably not prevent the normal use of the Software.
- 22.5 Acceptance of the ICT Products does not affect the other rights of Teijin Aramid.
- 22.6 An Acceptance Test will also be executed when New and/or Improved Versions are delivered, in conformity with the provisions of this article, unless otherwise agreed upon.

23. Maintenance and Support of ICT Products

- 23.1 At first request of Teijin Aramid Supplier will Maintain the ICT Products that it delivered. At request of Teijin Aramid parties will discuss the concluding of one or more SLA's, in which the specific service levels in respect of the delivered ICT Products and the Support will be determined and in which sanctions are included in respect of the non compliance with agreed service levels.
- 23.2 Maintenance shall include the delivery of Support, the reparation and correction of Defects as soon as possible and the regular launch of New Versions and Improved Versions of the Software.
- 23.3 Support includes the provision of a help desk by Supplier for the support per telephone and/or e-mail to Teijin Aramid and the expert assistance on:
- the answering of questions regarding the use of the ICT Products by Teijin Aramid;
 - the advice on work-arounds for a Defect in the ICT Products, as far as reasonably possible.
- 23.4 Supplier shall answer the questions as soon as possible, in any event not later than the response times as specified in the SLA, if applicable.
- 23.5 The Maintenance concerning the Software will start after the Acceptance of it according to article 22. Maintenance for the other ICT Products will start immediately after the delivery thereof.
- 23.6 Unless otherwise agreed, Teijin has the right to maintain the ICT Products itself or to have the ICT Products maintained by a third party. Supplier will facilitate this, among other things by means of providing necessary information and tools.
- 23.7 Supplier shall inform Teijin Aramid timely about available New and Improved Versions of the Software and the content of it, as well as the consequences of the introduction of these by means of the timely distribution of release notes. Supplier shall provide the New and Improved Version of the Software free of charge for test- and evaluation objectives at first request of Teijin Aramid. Teijin Aramid is not obliged to accept and use every offered New and Improved Version. Supplier is obliged to provide Maintenance for at least twenty-four (24) months of the relevant (former) version of the Software if Teijin Aramid does not use the New and Improved Version.
- 23.8 Supplier shall repair the reported Defects as soon as possible, in any event not later than the agreed response times. Supplier will contact Teijin Aramid immediately in the event it is reasonably not possible to recover a Defect on short notice or within the agreed response times. Supplier will then offer an acceptable workaround as a temporary solution for Teijin Aramid, notwithstanding the obligation of Supplier to repair the relevant Defect as soon as possible.
- 23.9 Supplier shall forfeit a penalty of € 5.000,- for each month in which the service levels of the SLA are not fully met. The forfeit of a penalty does not prejudice the rights of Teijin Aramid, including the right of Teijin Aramid to claim the actual damages suffered.

24. Intellectual property

- 24.1 If there are intellectual property rights vested in the ICT Products, Teijin Aramid is automatically granted a non-exclusive license not subject to termination for an indefinite period of time, which is not bound to any Equipment or location. Unless otherwise agreed upon, this license also includes the right of Teijin Aramid to grant sublicenses to allied companies.
- 24.2 In case Supplier owns the intellectual property rights of the delivered Software, Supplier shall at first request of Teijin Aramid fully cooperate with the conclusion of an escrow agreement regarding this Software by a Dutch civil-law notary or a Netherlands based company specialised in software escrow.
- 24.3 In case Supplier is not the owner of the intellectual property rights vested in the Software, Supplier warrants to Teijin Aramid that it is entitled to provide Teijin Aramid a licence of the Software and accompanying documentation and – where applicable – to Maintain and modify the Software.

- 24.4 Contrary to article 24.1, the intellectual property rights with regard to the ICT Products specifically developed for Teijin Aramid, including Customized Software, are vested in Teijin Aramid. These rights are hereby transferred now for then by Supplier to Teijin Aramid. This transfer will occur immediately upon the moment the intellectual property rights arise, which transfer is hereby accepted now for then by Teijin Aramid. If the aforementioned transfer of intellectual property rights would require the performance of any formality, Supplier will – on first request of Teijin Aramid – fully co-operate with Teijin Aramid without demanding additional fees or imposing any conditions to such co-operation. Supplier hereby authorizes Teijin Aramid irrevocably to perform all necessary formalities on behalf of and in its name that would be required to ensure a valid transfer of the Intellectual Property rights regarding the Software.
- 24.5 Supplier will hand over the complete source codes of the Customized Software including all relevant documentation to Teijin Aramid physically on the date of Acceptance of (part of) the Customized Software by Teijin Aramid, or at first request of Teijin Aramid. When a change in the Customized Software leads to a change in the source code, the changed source code will always be made available to Teijin Aramid within two weeks after the change has been made. By handing over the source code and the related documents to Teijin Aramid, the ownership of the carrier and documents will pass on to Teijin Aramid.
- 24.6 Supplier hereby waives its moral rights - in so far as is possible by law - which includes inter alia its right to oppose to making the Software available to the public without designating Supplier as the author or to oppose to any changes made in the Software. Supplier warrants that it has such a power of attorney from its staff, servants and other hired persons.
- 24.7 Teijin Aramid is authorized to make back-up copies of the delivered Software. If Teijin Aramid is unable to do so because of security reasons or other measures, Supplier shall at first request of Teijin Aramid provide the requested amount of the back-up copies to Teijin Aramid free of charge.
- 24.8 Supplier warrants that: (a) the intellectual property rights and Software are free from any encumbrances (b) the Software does not infringe any third party rights, including third party intellectual property rights or other proprietary rights; (c) to its knowledge no third parties have made or instituted any claims against Supplier based on the assertion that the Software or the exploitation thereof (allegedly) infringes any third party rights.
- 24.9 Supplier shall fully indemnify Teijin Aramid for any third party claim that might arise and is based on the situations as mentioned under 24.8 and will hold Teijin Aramid harmless for any losses or damages (including full compensation of legal expenses) Teijin Aramid sustains as a result of such third party claim.
- 24.10 In addition to article 24.8 and 24.9, Supplier shall in case that the use of the Software which it delivered to Teijin Aramid is subject to a third party claim and there is a risk that the use of it will be prohibited because of an infringement of the intellectual property rights of third parties, to Teijin Aramid's sole discretion, as soon as possible at the expenses of Supplier:
- change the Software to the extent that it does not infringe such third party rights;
 - provide different software with similar functionality that does not infringe such third party rights;
 - at its expense acquire a license from such third party in order for Teijin Aramid to continue using the Software;
 - take back the Software against repayment of all the costs made for the Software and the Implementation of it.
- 24.11 In case of outsourcing of part of the business division of Teijin Aramid or part of its activities, Teijin Aramid is authorized to transfer the provided licenses in connection with the ICT Products to the external party which will carry out the concerning business division or activity. Teijin Aramid will notice Supplier as soon as possible about such a transfer.

25. Additional work

- 25.1 If additional requirements of Teijin Aramid evidently increase and/or extend the activities that Supplier has to deliver under the Agreement, it is possible that this is additional work which is eligible for payment. If Supplier believes that additional work is involved, it will report the executing activities as soon as possible, indicating the expected costs for the additional work. Supplier will not execute additional work without the prior written consent of Teijin Aramid. Additional work that is performed without the prior written consent of Teijin Aramid will not be paid.

26. Liability

- 26.1 In addition to article 12 of the General Purchase Conditions, Supplier is liable for any damages suffered by Teijin Aramid or third parties as a result of a Defect in the ICT Products which it delivered. The damages include the full extrajudicial costs and the court costs Teijin Aramid has to make due to the Defect.

- 26.2 Supplier is also liable for any damages suffered by Teijin Aramid or third parties as a result of acts or omissions of Supplier, its employees and/or persons or objects engaged by Supplier to execute the Agreement.
- 26.3 The Supplier shall indemnify Teijin Aramid against all claims by third parties for compensation of damages based on the liability referred to in this article.
- 26.4 Teijin Aramid is not liable for any damages suffered by Supplier, direct or indirect, regardless the way these occurred and the persons by whom the damages were caused, except in cases of gross negligence or intention of Teijin Aramid or its superiors.