

Welcome!

Great that we are going to work together.

Here we set out the framework within which we work together. We agree the specific assignments each time in a Work Order.



AXELIO

Our collaboration

We at Axelio help you set up, develop and manage your Microsoft solutions — AI, Data and BI platforms, Power Platform, Dynamics 365 Sales, Service and Marketing, or Business Central. In this framework agreement we set out the general framework within which we work together; we agree the specific assignments each time in a Work Order.

/ Good to know

This is the master agreement. The schedules — the Data Processing Agreement, the License Terms, the Managed Service Agreement and the NLdigital Terms 2025 — form part of it and apply to the extent applicable.



Microsoft
Solutions Partner

/ Table of contents

/ The basis of our collaboration

1. The terms we use
2. What these arrangements are about
3. Which document prevails in case of conflict
4. How we record assignments (Work Orders)

/ Our services and rates

5. Rates, indexation and payment
6. Where and how we work
7. When we engage others

/ Mutual arrangements

8. Our liability is limited
9. Force majeure
10. Intellectual property
11. Personal data
12. Not poaching each other's people
13. Data Act

/ The legal details

14. Term and termination
15. Transfer to a third party
16. Changes to these arrangements
17. Governing law and jurisdiction
18. Finally



This agreement concerns

You: As the client, hereinafter “you” or “Client”;

and

We: Axelio, hereinafter “we” or “Contractor”;

hereinafter jointly referred to as the “Parties” and individually as a “Party”;

We agree the following with you:

- We are part of Axelio Group and specialise in Microsoft solutions — including AI, Data and BI platforms, Power Platform, Dynamics 365 Sales, Service and Marketing, and Business Central — aimed at optimising your processes and supporting growth, efficiency and data-driven working;
- You wish to use our services and/or software to support your business operations;
- We both consider it desirable to agree general terms that apply to every agreement we conclude with you for the provision of our services. These are carried out as specific assignments on the basis of separately agreed Work Orders.



/ The basis of our collaboration

Article 1. The terms we use

- 1.1. **Schedule:** a document annexed to this Framework Agreement and forming an integral part thereof.
- 1.2. **Deliverable(s):** the (bespoke) products agreed between you and us, for example software, configurations, integrations, scripts or interfaces.
- 1.3. **Services:** all work we perform for you under a Work Order, including consultancy, implementation, development, management, support and/or the provision of Software.
- 1.4. **Documentation:** the user documentation, manuals and specifications we make available with the Software or Services.
- 1.5. **Intellectual Property Rights:** all intellectual property rights and related rights, including but not limited to copyrights, database rights, domain name rights, trademark rights, design rights, neighbouring rights, patent rights and rights to know-how.
- 1.6. **Customer Data:** all data you store or process using the Software.
- 1.7. **NLdigital Terms:** the general terms and conditions of NLdigital, version 2025, annexed as Schedule 4 to this Framework Agreement.
- 1.8. **Agreement:** this Framework Agreement, including all Schedules and all Work Orders concluded thereunder.
- 1.9. **Framework Agreement:** the present agreement including all Schedules.
- 1.10. **In Writing:** on paper as well as communication by email, provided that the identity of the sender and the integrity of the content are sufficiently established.
- 1.11. **Software:** the software products developed or licensed by us, as further specified in a Work Order, to which the License Terms (Schedule 2) apply.
- 1.12. **Confidential Information:** all information — in whatever form — that is designated as confidential or whose confidential nature you or we should reasonably have recognised, including in any event trade and business secrets, customer and supplier data, financial data, strategic plans, technical specifications, source code, know-how, methodologies, pricing and (draft) contracts. Confidential Information does not include information that is or becomes publicly known without breach of this Framework Agreement, or that the receiving Party has lawfully obtained from a third party without any duty of confidentiality.
- 1.13. **Work Order:** a document signed by you and us setting out specific assignments, Services, Deliverables, rates, planning and/or other commercial arrangements within the framework of this Framework Agreement.



Article 2. What these arrangements are about

- 2.1. This Framework Agreement sets out the general legal and commercial framework within which we make Services and/or Software available to you. We record specific assignments and Services in separate Work Orders.
- 2.2. This Framework Agreement does not oblige you to purchase a minimum quantity of Services or Software, nor does it oblige us to accept an assignment.

Article 3. Which document prevails in case of conflict

- 3.1. The following documents apply to the legal relationship between you and us. If they conflict with one another, the following order of precedence applies, with the higher-ranked document prevailing:
 - a) Work Orders;
 - b) Schedule 1 (Data Processing Agreement) — if applicable;
 - c) Schedule 2 (License Terms) — if applicable;
 - d) Schedule 3 (Managed Service Agreement) — if applicable;
 - e) this Framework Agreement, including addenda and amendments signed by both Parties;
 - f) Schedule 4: The NLdigital Terms 2025.
- 3.2. We expressly exclude the applicability of your general terms and conditions, regardless of whether they are referred to in order confirmations, purchase forms, email correspondence or otherwise.
- 3.3. The terms defined in article 1 apply to the entire Agreement, including all Schedules and Work Orders, unless a Schedule or Work Order expressly includes a different definition. Terms capitalised in a Schedule or Work Order and not defined there have the meaning assigned to them in this Framework Agreement.
- 3.4. For the purposes of the Schedules, the role designations "Client" and "Contractor" are read as (i) "Controller" and "Processor" respectively in the Data Processing Agreement (Schedule 1), and (ii) "Licensee" and "Licensor" respectively in the License Terms (Schedule 2). References in this Framework Agreement, a Schedule or a Work Order to an article number refer to the article number within the document in which the reference appears, unless expressly stated otherwise.

Article 4. How we record assignments (Work Orders)

- 4.1. For each specific assignment we conclude a Work Order together. A Work Order contains at least:
 - a) a reference to this Framework Agreement;
 - b) a description of the Services and/or Software;
 - c) any associated Deliverables;
 - d) the applicable rates and any deviations from the standard rates;
 - e) the planning, milestones and any payment moments;
 - f) any specific employees or teams involved;
 - g) the term of the specific Work Order;
 - h) any agreed deviations from this Framework Agreement or Schedules.



- 4.2. A Work Order is concluded by signing In Writing by you and us. Signing by electronic means (including email confirmation by authorised representatives) constitutes legally valid signing.
- 4.3. Changes to a Work Order — including scope extensions, adjustments to Deliverables, planning or rates — only take effect after signing In Writing of a change order by you and us. Work that falls outside the scope of a Work Order is additional work and we invoice it on a time-and-materials basis at the applicable rates, unless we agree a separate Work Order or change order for the additional work.
- 4.4. A change to a specific Work Order does not affect other Work Orders between you and us, unless the change expressly provides otherwise.

/ Our services and rates

Article 5. Rates, indexation and payment

- 5.1. We record the applicable rates in each Work Order. If a Work Order contains no explicit rate arrangement, our standard rates applicable at that time apply.
- 5.2. All rates are exclusive of VAT and exclusive of travel, accommodation and other expenses, unless a Work Order expressly provides otherwise. We charge travel costs on the basis of a mileage allowance. Accommodation and special expenses are coordinated with you in advance and charged on a time-and-materials basis.
- 5.3. We may adjust the rates annually on 1 January on the basis of the change in the CBS Consumer Price Index (CPI), all households, published by Statistics Netherlands over the preceding calendar year.
- 5.4. Without prejudice to article 5.3, we may adjust the rates in the interim on the basis of, among other things, cost developments, market conditions, changes in third-party (license) costs, laws and regulations, or changes in the Services. We inform you of this In Writing, observing a reasonable period. We pass on price increases of third parties, including Microsoft and other software or cloud suppliers, one-to-one from the moment they take effect. No notice period applies to this; the rates of the third party concerned applicable at that time apply.
- 5.5. Unless a Work Order provides otherwise, we invoice:
 - a) Services on an hourly basis: monthly in arrears on the basis of hours spent;
 - b) licenses and software subscriptions: annually in advance, whereby the license and subscription period commences on the date of signing of the relevant Work Order (irrespective of the moment of first use or go-live), unless the Work Order states a later commencement date;
 - c) fixed-price assignments: in accordance with the payment milestones set out in the Work Order.
- 5.6. The provisions of the NLdigital Terms apply to the payment period and the consequences of late payment. In addition, if the payment period is exceeded you



are in default by operation of law, without any further notice of default being required.

- 5.7. If you exceed the payment period by more than thirty (30) days after a notice of default, we may suspend our obligations under this Framework Agreement and all Work Orders in whole or in part — including the provision of Services and access to Software — without being liable for any damages. Your payment obligation remains fully in force during the suspension.
- 5.8. Set-off of outstanding claims against (alleged) counterclaims is excluded for you, except to the extent that we have acknowledged the counterclaim In Writing or it has been irrevocably established in law.

Article 6. Where and how we work

- 6.1. Services may be performed at your premises, at our premises, remotely from a workplace to be determined by us, or at another agreed location. We record specific arrangements in the relevant Work Order.
- 6.2. We ourselves determine which employees perform the Services and may replace them during the term of a Work Order, provided that the continuity and quality of the Services remain guaranteed. As far as reasonably possible, we coordinate replacement with you in advance.
- 6.3. We perform the Services as an independent contractor. There is no employment contract, relationship of authority or notional employment within the meaning of any tax or employment law regulation between us (and our employees) and you. You refrain from giving instructions that are equivalent to a relationship of authority.

Article 7. When we engage others

- 7.1. In performing a Work Order we may make use of third parties engaged by us (subcontractors, freelancers, group companies), with prior notice to you.
- 7.2. We remain fully responsible and liable towards you for the performance of the Services by the third parties engaged by us, as if we had performed them ourselves.
- 7.3. To the extent that engaged third parties process personal data of yours, the provisions of the Data Processing Agreement (Schedule 1) apply in full.



/ Mutual arrangements

Article 8. Our liability is limited

- 8.1. The liability provisions of the NLdigital Terms apply in full to our liability, with the following additions and clarifications.
- 8.2. Our liability under the GDPR, including damages and fines arising from the Data Processing Agreement (Schedule 1), falls in full under the liability cap in the NLdigital Terms and we do not treat it as a separate category of damage.
- 8.3. You indemnify us against all third-party claims — including those of your employees, customers and suppliers — arising from or connected with (i) your use of the Services or Software in breach of this Framework Agreement, a Work Order or the applicable Schedules, (ii) changes, configurations or integrations made by you or by third parties engaged by you, or (iii) the content and lawfulness of the data stored by you in the Software or processed via the Services.
- 8.4. We indemnify you against third-party claims based on the assertion that the Software, Services or Deliverables developed by us ourselves infringe an intellectual property right of that third party in the Netherlands. This indemnity applies subject to the conditions of article 7.5 of the NLdigital Terms and falls in full under the liability cap set out in the NLdigital Terms. The indemnity does not apply to claims connected with (i) changes, configurations or integrations made by you or by third parties engaged by you, (ii) use in breach of this Framework Agreement or the Documentation, or (iii) materials or specifications you have supplied to us yourself.

Article 9. Force majeure

- 9.1. The provisions of the NLdigital Terms apply to force majeure. Force majeure on your side does not release you from your payment obligations for Services or Software already delivered.

Article 10. Intellectual property

- 10.1. All Intellectual Property Rights in the Software, Services, Deliverables, Documentation and all related works vest exclusively in us or our licensors. Nothing in this Framework Agreement or any Work Order effects a transfer of Intellectual Property Rights to you, unless expressly agreed otherwise in writing in accordance with article 10.3.
- 10.2. For works developed specifically for you within the framework of a Work Order (including bespoke work, customer-specific configurations and integrations) we grant you a non-exclusive, worldwide, perpetual, irrevocable and non-transferable right of use for internal business use within your organisation. This right of use arises after full payment of the fees agreed for those works and remains in full force after the end of the Framework Agreement or the relevant Work Order.
- 10.3. In deviation from article 10.2, we may agree in a Work Order that the Intellectual Property Rights in works specifically identified therein are transferred in full to you.



Such a transfer is only valid if it is expressly designated as a "transfer" in the Work Order, the rights to be transferred are described in a sufficiently determinable manner, and the associated additional fee is included. The transfer takes place subject to the condition precedent of full payment.

- 10.4. Your right to use the Software depends on a valid and paid Software subscription and is otherwise subject to the License Terms (Schedule 2).
- 10.5. We may freely use general knowledge, know-how, methodologies, techniques, ideas and concepts that we develop or acquire within the framework of performing a Work Order for other customers or for our own purposes, provided that in doing so we do not disclose any of your Confidential Information.
- 10.6. All data stored by or on behalf of you in the Software or processed via the Services remains your property. To the extent that personal data is involved, the provisions of the Data Processing Agreement (Schedule 1) apply.

Article 11. Personal data

- 11.1. To the extent that we process personal data on your behalf in performing a Work Order, the provisions of the Data Processing Agreement (Schedule 1), which forms an integral part of this Framework Agreement, apply.
- 11.2. You warrant that you are entitled to provide personal data to us for processing under the Data Processing Agreement, and that such processing is lawful under the General Data Protection Regulation and other applicable laws and regulations.

Article 12. Not poaching each other's people

- 12.1. During the term of this Framework Agreement and for twelve (12) months after its termination, you and we refrain from — directly or indirectly, whether or not through third parties — approaching, recruiting or employing employees, hired staff or independent contractors of the other Party. By “employing” we also mean: entering into an employment contract, hiring as an independent contractor (whether or not through a third party such as a secondment agency or payroll company), or having work performed in any other way.
- 12.2. This provision does not apply where an employee applies, on their own demonstrably independent initiative — without any (in)direct steering, approach or encouragement by the other Party — for a general and publicly advertised vacancy.
- 12.3. If a Party breaches this article, the other Party gives notice of default In Writing and allows a period of fourteen (14) days to remedy the breach. If the breach is not remedied within this period, the breaching Party forfeits to the other Party a penalty of €25,000 per breach, without prejudice to the right to compensation of the actual damage to the extent that it exceeds the penalty.

Article 13. Data Act

- 13.1. This article applies to the services that qualify as data processing services within the meaning of the Data Act (Regulation (EU) 2023/2854). For those services, the Data



Act takes precedence over other provisions in this Framework Agreement, to the extent that the law mandatorily so requires.

- 13.2. You may ask us In Writing to (a) switch to another provider or your own environment, or (b) erase your Customer Data. In your request you specify which service is concerned and, in the case of a switch, to whom we must transfer your data.
- 13.3. After your request, a notification period of two (2) months applies first. The transition period of thirty (30) calendar days then begins. If a switch proves technically not feasible within those thirty days, we may extend this period, with reasons, up to a maximum of seven (7) months. We inform you of this as soon as possible.
- 13.4. After the end of the transition period, you may retrieve your exportable Customer Data from us for a further thirty (30) calendar days. After that we erase your Customer Data, unless a statutory retention obligation prevents us from doing so.
- 13.5. The Data Act applies to the costs of the switch and the data provision. From 12 January 2027 we no longer charge for this to the extent that the Data Act prohibits it.
- 13.6. Which Customer Data can be transferred, which of it is excluded, in what format we supply it and by which transfer methods — we record this in the Documentation or the relevant Work Order. On our website we also keep up-to-date information available about where our IT infrastructure is located and how we handle international access to data.

/ The legal details

Article 14. Term and termination

- 14.1. This Framework Agreement takes effect on the date of signing and applies for an indefinite period.
- 14.2. Both you and we may terminate this Framework Agreement In Writing with a notice period of three (3) months.
- 14.3. Termination of the Framework Agreement does not affect ongoing Work Orders: we perform these until their agreed end date, unless we agree otherwise In Writing. To ongoing Work Orders, the provisions of this Framework Agreement and the Schedules continue to apply in full until those Work Orders expire.
- 14.4. Without prejudice to the other grounds for termination, either Party may terminate this Framework Agreement and all Work Orders ongoing thereunder with immediate effect In Writing, without being liable for damages, if:
 - a) the other Party commits a material breach under this Framework Agreement or a Work Order and — to the extent that remedy is possible — fails to remedy that breach within thirty (30) days after notice of default In Writing; or
 - b) the other Party is declared bankrupt, applies for or obtains suspension of payments, becomes subject to a debt restructuring scheme, ceases or liquidates its business, or is effectively no longer able to meet its obligations.



- 14.5. Upon termination of this Framework Agreement, we do not refund fees already invoiced or paid, save for (i) cases in which this Framework Agreement or the Schedules expressly provide for a refund, and (ii) cases in which you are entitled to repayment under mandatory law.
- 14.6. Obligations which by their nature are intended to continue after termination — including the non-solicitation provision (article 12), the intellectual property rights (article 10), liability (article 8), the Data Processing Agreement for ongoing processing, and governing law and forum (article 17) — remain in full force after termination.
- 14.7. A Work Order applies for the term set out therein. If an express term is lacking, the following applies:
- a) A Work Order for Services on an hourly basis without a fixed end date is terminable by you and us In Writing with a notice period of three (3) months, calculated as at the end of a calendar month.
 - b) A Work Order for a fixed-price assignment or a project assignment with defined Deliverables is not terminable by you on an interim basis, save as provided in article 14.8.
 - c) A Work Order for ongoing Services on the basis of a subscription or hours bundle (including Managed Services) applies for an initial period of twelve (12) months and is each time tacitly renewed for consecutive periods of twelve (12) months, unless either party terminates In Writing with a notice period of at least three (3) months before the end of the current period.
 - d) The applicability of article 7:408(1) of the Dutch Civil Code is excluded. You may not terminate a Work Order on grounds or with periods other than those set out in this Framework Agreement.
- 14.8. If you wish to terminate a Work Order on an interim basis other than on the grounds of a material breach by us, you owe:
- a) all fees for the work performed and Deliverables supplied up to the actual date of termination;
 - b) all costs reasonably incurred by us that can no longer be cancelled, including commitments already entered into with third parties, scheduled capacity and reserved licenses; and
 - c) a reasonable compensation for lost profit and unrecovered investments, amounting to thirty per cent (30%) of the remaining contract value of the relevant Work Order, on the understanding that the total owed under this article does not exceed the original contract value of the Work Order.
- 14.9. Without prejudice to the foregoing, either Party may terminate a separate Work Order with immediate effect In Writing, without being liable for damages, if the other Party commits a material breach under that Work Order and — to the extent that remedy is possible — fails to remedy it within thirty (30) days after notice of default In Writing. Termination of a Work Order on this ground does not affect the Framework Agreement and the other Work Orders.



- 14.10. If, at the time of rescission of the Agreement, we have already performed or received performance, then such performance and the associated payment obligations are, in deviation from article 6:271 of the Dutch Civil Code, not subject to reversal.
- 14.11. Upon termination of this Framework Agreement or a Work Order, we provide you, at the rates applicable at that time, reasonable cooperation in an orderly transfer of the services. Such cooperation includes the temporary continuation of certain Services and making Customer Data available in a standard format supported by us. We are not obliged to provide source code, know-how, intellectual property rights or trade secrets, nor to perform data conversions or integrations, other than to the extent mandatorily required or agreed in a separate assignment.
- 14.12. To the extent that our Services (in whole or in part) qualify as data processing services within the meaning of the Data Act, the provisions of article 13 apply additionally to your switching right and the associated obligations of ours and, to the extent mandatorily required, take precedence. If this article conflicts with article 13, article 13 prevails to the extent mandatorily required.

Article 15. Transfer to a third party

- 15.1. You may not transfer your rights and obligations under this Framework Agreement, a Work Order or a Schedule, in whole or in part, to a third party without our prior consent In Writing.
- 15.2. We may transfer our rights and obligations under this Framework Agreement, a Work Order or a Schedule, in whole or in part, to (i) a group company within the meaning of article 2:24b of the Dutch Civil Code, or (ii) a third party in the context of a merger, acquisition or reorganisation, without your prior consent, provided that the acquiring party is bound by the provisions of this Framework Agreement.

Article 16. Changes to these arrangements

- 16.1. Changes or additions to this Framework Agreement are only valid if we agree them In Writing and both sign them in a legally valid manner.
- 16.2. We may unilaterally amend Schedules 1 to 3 if (i) changes in laws or regulations so require, (ii) changes in market standards or certifications (including ISO standards) give cause to do so, or (iii) material changes in our services reasonably require it. We inform you In Writing of the change at least thirty (30) days before it takes effect. If a change entails a material deterioration of your position, you may terminate this Framework Agreement as at the date on which the change takes effect, provided that you notify us of this In Writing within thirty (30) days after notification.

Article 17. Governing law and jurisdiction

- 17.1. This Framework Agreement, all Schedules, all Work Orders and all legal relationships arising therefrom are governed exclusively by Dutch law. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.



- 17.2. All disputes arising from or connected with this Framework Agreement, the Schedules or Work Orders are submitted exclusively to the competent court in Utrecht.
- 17.3. In the event of a dispute, we first consult at management level before commencing proceedings. If that consultation does not lead to a solution within four (4) weeks, we may, by mutual agreement, engage an independent mediator. This paragraph does not affect the right of each Party to seek interim relief or other urgent legal remedies before the competent court.

Article 18. Finally

- 18.1. If one or more provisions of this Framework Agreement, a Schedule or a Work Order are null, voidable or non-binding, this does not affect the validity of the remaining provisions. In that case we consult in order to replace the provision concerned with a legally valid one that approximates the intent of the original as closely as possible.
- 18.2. We give all notices under this Framework Agreement In Writing.
- 18.3. This Framework Agreement contains the entire agreement between you and us on this subject and replaces all earlier oral and written arrangements on this matter.
- 18.4. We may use your name and logo as a reference in our marketing and sales communications, including on our website and in pitch documents, unless you object to this In Writing and with reasons.

Agreed.

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