CHAPTER I. GENERAL

Article 1  Definitions

In these conditions the following definitions shall apply:

- Agreement: the agreement (including corresponding annexes) to which these conditions apply;
- Customer: the party to whom this agreement is addressed, other than Supplier which may be a subsidiary of Royal BAM Group N.V., which enters into negotiations or an agreement with Supplier;
- Products means Hardware and/or Software;
- Service Levels means the measure of the standard to which the Services are performed;
- Services means all services described in the Agreement;
- Software means the computer programs and associated documentation provided and/or licensed by Supplier to Customer, including apps, websites and platforms (including Customisations).

Article 2  Applicability

1. Unless otherwise explicitly stated, all these conditions shall apply unless a party has given specific notice to the contrary in writing, in which case the terms of the Agreement shall be given priority.

2. The applicability of general terms and conditions of Supplier is explicitly excluded.

3. The Agreement and these conditions can only be amended or supplemented in writing.

Article 3  Agreement

1. An Agreement shall only be concluded once:
   a) a contract document has been signed by Supplier and Customer;
   b) Supplier has fully tested each Deliverable to fully comply with the Agreement and the order confirmations, agreements and other legal acts concerning the Performance.

2. If Customer sells any part of its business to a third party, or a Customer affiliate no longer is an entity. For that purpose, the third party or the divested entity and Supplier will enter into a set-off agreement without being liable to pay any damages and/or costs.

3. All Deliveries must take place on the agreed date or in accordance with the agreed timetable.

4. Unless Supplier complies with the procedure of notification stated in paragraph 4 Supplier shall inform Customer thereof in advance.

5. A failure by Customer to comply with its obligations does not release Supplier from its obligations under the Agreement.

6. Any change proposal of Supplier must at least contain:
   a) a description of the change and the manner in which Supplier intends to accomplish it;
   b) a description of the changes to the Services which Supplier intends to implement in writing setting out the relevant failure and the (expected) impact on Supplier's obligations and costs.

7. In the event of a timely notification by Supplier and subject to Supplier's continued compliance with its obligations in so far as possible, the time for performance by Supplier of the relevant obligations shall be extended by the period of the delay caused by Customer's act or failure.

8. If an Acceptance Test is not completed successfully before the agreed delivery date, Delivery will be deemed too late.

9. Customer shall be notified in writing of Supplier's decision that acceptance testing cannot be completed successfully before the agreed delivery date.

10. If Customer fails to make payment in accordance with the payment schedule forming part of the Agreement, or, for lack thereof, after the last supply or delivery of the Performance.

11. If a penalty is imposed for late or underperformed Delivery, this penalty will be without prejudice to any right of Customer to compensation and/or performance and Customer will still be fully entitled to claim specific performance and/or termination of the relevant Agreement in addition to this penalty.

Article 4 Compliance Products and Services

1. Supplier shall have the Products and the Services comply with:
   a) the Agreement;
   b) all legal requirements applicable to the Products and the Services;
   c) the instructions and guidelines of Supplier for the Products and the Services required for the purposes of their compliance with the legal requirements applicable to it.

2. Wherever persons employ the Services, Supplier shall be responsible for ensuring that such persons comply with all of Customer's relevant written policies applicable to Customer's employees and communicating with Supplier.

3. If Supplier fails to remedy any defect within the reasonable time period specified in the notice sent by Customer to Supplier, or if it becomes clear that Supplier will not do so, Customer may have third party remedy any providing the Performance. Supplier shall bear the cost thereof and (where first paid by for Customer) those cost will be deductible from the agreed charges.

Article 7. Price and charges

1. Prices and charges are fixed and not subject to indexation.

2. Customer will not separately reimburse Supplier for any travel, accommodation and subsistence costs incurred by Supplier or any travel time spent in connection with the Performance.

Article 8. Payment terms

1. Customer shall make payments in accordance with the payment schedule forming part of the Agreement, or, for lack thereof, after the last supply or delivery of the Performance.

2. The term of payment is sixty (60) days after receipt of the invoice by the Customer.

3. Supplier shall include charges for goods or services within six months of the date of the relevant delivery.

4. Customer shall include charges for goods or services within six months of the date of the relevant delivery.

5. Supplier shall pay to Supplier if required by Applicable Legislation, except to the extent Supplier submits a certificate of

Article 9. Invoices

1. Customer shall make payments in accordance with the payment schedule forming part of the Agreement, or, for lack thereof, after the last supply or delivery of the Performance.

2. Customer may set off the amounts that it owes to Supplier in connection with the Agreement against all claims of Customer or (any) party/ies associated with Royal BAM Group N.V. on Supplier or (any) party/ies associated with Supplier respectively pay such amounts in kind by transferring such claims (such claims to be valued at their nominal value, where relevant at the exchange rate applicable at the moment of transfer/payment).

3. A failure by Customer to comply with its obligations does not release Supplier from its obligations to deliver and execute the Performance in accordance with the Agreement.

Article 10. Taxes

1. Charges are exclusive of any VAT only. Supplier may add VAT where required. Supplier shall issue an invoice containing wording that will allow Customer to take advantage of any applicable “input” tax deduction.

2. Customer will pay any income taxes, stamp duties or any other levies on the amounts payable to Supplier if required by Applicable Legislation, except to the extent Supplier submits a certificate of exemption from withholding.

Article 11. Suspension and set-off

1. In the event of a failure to meet its obligations or Performance is rejected, Customer may suspend its payment obligations until Supplier has fulfilled its obligations.

2. Customer may set off the amounts that it owes to Supplier in connection with the Agreement against all claims of Customer or (any) party/ies associated with Royal BAM Group N.V. on Supplier or (any) party/ies associated with Supplier respectively pay such amounts in kind by transferring such claims (such claims to be valued at their nominal value, where relevant at the exchange rate applicable at the moment of transfer/payment).

3. Within 5 calendar days after Customer has submitted a change request, Supplier shall submit a specification to Customer of the additional costs and the consequences within this period, Supplier shall implement the Change without further modification of the Agreement.

4. Customer may assign Supplier in writing to implement a change with the proviso - explicitly stated in the Order – that the consequences of the change will be agreed later, in which case Customer shall execute the change before the parties have reached consensus regarding the consequences.

5. Any change proposal of Supplier must at least contain:
   a) a description of the change and the manner in which Supplier intends to accomplish it;
   b) clarity regarding the extent to which the change will lead to a change of the supply/delivery date and any agreed milestones.

6. Customer may attach conditions to its approval of a change proposal of Supplier.

7. Each party will bear its own cost of preparing, negotiating and entering into a Change.

Article 13. Force Majeure

1. If Supplier is prevented or delayed from performing any of its obligations under the Agreement by force majeure, then it shall notify Customer in writing within one (1) day from the start of such prevention or delay, its likely date of expiry and the extent to which its obligations are affected.

2. Supplier shall provide Customer with any information reasonably required for the purposes of its compliance with Supplier's obligations under the Agreement.

3. If Supplier fails to provide such information Supplier shall be deemed to have performed its obligations under the Agreement.

4. In the event of a failure to provide such information Supplier shall be deemed to have performed its obligations under the Agreement.

5. Customer may terminate the Agreement with immediate effect, without being liable to pay any damages and/or costs.

Article 14. Liability and indemnity

1. Supplier is liable for the damage suffered by Customer due to Supplier's failure to perform its obligations under the Agreement.

BAM Group N.V. which enters into negotiations or an agreement with Supplier; or if it becomes clear that Supplier will not do so, Customer may have third party remedy any providing the Performance. Supplier shall bear the cost thereof and (where first paid by for Customer) those cost will be deductible from the agreed charges.

Article 7. Price and charges

1. Prices and charges are fixed and not subject to indexation.

2. Customer will not separately reimburse Supplier for any travel, accommodation and subsistence costs incurred by Supplier or any travel time spent in connection with the Performance.

3. Supplier shall include charges for goods or services within six months of the date of the relevant delivery.

4. Supplier shall pay to Supplier if required by Applicable Legislation, except to the extent Supplier submits a certificate of exemption from withholding.

5. Charges are exclusive of any VAT only. Supplier may add VAT where required. Supplier shall issue an invoice containing wording that will allow Customer to take advantage of any applicable “input” tax deduction.

6. Customer will pay any income taxes, stamp duties or any other levies on the amounts payable to Supplier if required by Applicable Legislation, except to the extent Supplier submits a certificate of exemption from withholding.

7. In the event of a timely notification by Supplier and subject to Supplier's continued compliance with its obligations in so far as possible, the time for performance by Supplier of the relevant obligations shall be extended by the period of the delay caused by Customer's act or failure.

8. If an Acceptance Test is not completed successfully before the agreed delivery date, Delivery will be deemed too late.

9. Customer shall be notified in writing of Supplier's decision that acceptance testing cannot be completed successfully before the agreed delivery date.

10. If Customer fails to make payment in accordance with the payment schedule forming part of the Agreement, or, for lack thereof, after the last supply or delivery of the Performance.

11. If a penalty is imposed for late or underperformed Delivery, this penalty will be without prejudice to any right of Customer to compensation and/or performance and Customer will still be fully entitled to claim specific performance and/or termination of the relevant Agreement in addition to this penalty.

12. Changes

1. Customer is only entitled to claim compensation of the financial consequences of a change or a related postponement of the supply or delivery of agreed milestones, if and as far as such change, including its financial consequences and related postponement, has been agreed in writing.

2. Supplier may only refuse implementation of such changes if:
   a) it would delay the delivery or performance of the Services by more than 2 weeks after the occurrence of the force majeure event;
   b) it would lead to an unacceptable disruption of the execution of the Performance according to the standards of reasonableness and fairness, or
   c) would put the safety of the project or people at risk.

3. If Supplier is entitled to compensation of the financial consequences of a change pursuant to paragraph 2 Supplier shall include such compensation in the invoice.

4. Supplier shall include charges for goods or services within six months of the date of the relevant delivery.

5. Customer may assign Supplier in writing to implement a change with the proviso - explicitly stated in the Order – that the consequences of the change will be agreed later, in which case Supplier shall execute the change before the parties have reached consensus regarding the consequences.

6. Customer may attach conditions to its approval of a change proposal of Supplier.

7. Each party will bear its own cost of preparing, negotiating and entering into a Change.

13. Force Majeure

1. If Supplier is prevented or delayed from performing any of its obligations under the Agreement by force majeure, then it shall notify Customer in writing within one (1) day from the start of such prevention or delay, its likely date of expiry and the extent to which its obligations are affected.

2. On giving such notice, Supplier will be excused from such performance to the extent caused by the force majeure event for, so long as that event continues and will be deemed not to be in breach of this agreement to the extent that such breach is caused by such force majeure event and such damages are not caused by the negligence of Supplier.

3. In case of a permanent force majeure event, Supplier shall immediately notify Customer thereof and Customer may terminate the Agreement with immediate effect, without being liable to pay any damages and/or costs.

4. If Supplier is still not able to comply with its obligations 2 weeks after the occurrence of the force majeure event, Customer will not have to perform its obligations under the Agreement with immediate effect, without being liable to pay any damages and/or costs.

14. Liability and indemnity

1. Supplier is liable for the damage suffered by Customer due to Supplier's failure to perform its obligations under the Agreement.
2. Supplier shall indemnify Customer against:
   a) third-party claims for compensation of damage suffered in connection with a failure by Supplier to perform the Services, unless such failure was caused by the fault or negligence of Supplier or by its Supplier's personnel violating legal requirements.
   b) all consequences of Supplier or Supplier's personnel violating legal requirements.
   c) Customer nor Supplier will be liable for any loss of future sales or business profits, loss of anticipated savings (except to the extent constituting the reasonable additional cost of having a third party carry out the work in question provided Supplier undertook to provide), or damage to reputation.
   d) Where an indemnity is given, this shall include obligations to compensate for damage incurred in relation to the purpose for which the indemnity is given, including reasonable legal costs.

Article 15. Insurance
1. Supplier shall insure the Products until the Delivery of the Products in accordance with article 5.
2. Supplier shall, and shall ensure that all of its subcontractors shall, have in force and maintain sufficient insurance or other policies to cover its liability as result of its performance of the obligations under this Agreement.

Article 16. Intellectual property
1. Unless explicitly agreed otherwise in writing, the intellectual property rights in respect of the Products specifically created for or on request of Customer and Services performed under or in connection with the Agreement, all data of or pertaining to Customer, all other information from which Supplier has obtained its business and which is not generally available to Supplier or from outside the European Union.
2. If Customer requests Supplier to do so, Supplier must inform Customer in writing of the manner in which it is undertaking to protect all third-party rights related to the Services.
3. Upon Customer's request, Supplier shall inform Customer of the extent to which it is undertaking to protect all third-party rights related to the Services.

Article 17. Data and privacy
1. Except where agreed otherwise in writing with Supplier, Customer shall be entitled, without any further request or notification from Supplier, to obtain all personal data obtained by Supplier under the Agreement.
2. Supplier shall maintain confidentiality regarding all data, information and expertise obtained under or in connection with the Agreement, all data of or pertaining to Customer, all other information from which Supplier has obtained its business and which is not generally available to Supplier or from outside the European Union.
3. Upon Customer's request, Supplier shall inform Customer in writing of the manner in which it is undertaking to protect all third-party rights related to the Services.

Article 18. Confidentiality
1. Supplier shall maintain confidentiality regarding all data, information and expertise obtained under or in connection with the Agreement, all data of or pertaining to Customer, all other information from which Supplier has obtained its business and which is not generally available to Supplier or from outside the European Union.
2. Supplier shall inform Customer as quickly as possible about any such (suspected) breach and in any event inform Customer with suggestions as to how Customer can improve information security aspects related to its receip t of the Services;

Article 19. Termination
1. Customer has the right to terminate the Agreement in whole or in part in the event of a failure by Supplier to perform its obligations under the Agreement, if, after notice of default by Customer, Supplier has not corrected the failure to perform within the reasonable time limit set by Customer.
2. Customer may terminate the Agreement in whole or in part without requiring any notice of default:
   a) if Supplier suffers a term date for the performance of its obligations;
   b) in the event of (a petition for) (i) bankruptcy, (ii) suspension of payments, on a temporary basis or otherwise, (iii) (partial) liquidation or (iv) placement under legal restraint, of Supplier or the natural person or legal entity who acts as guarantor or has provided security for commitments of Supplier;
   c) if Supplier transfers (relevant parts of) its company or the control thereof in whole or in part, or discontinues the business operations in whole or in part;
   d) if a pre-judgment attachment or an attachment on court orders is made on property of Supplier;
3. In the event of termination, all claims of Customer and Customer's group companies shall immediately become fully due and payable.
4. Customer may terminate the Agreement at any time without observing any period of notice and without motivation, in which case Customer shall only pay a compensation to Supplier in proportion to the state of the Products and Services upon termination, and to be determined based on the agreed charges, increased by reasonably incurred expenses to the extent not reasonably covered in the aforementioned amount.

Article 20. Safety
1. Customer and Supplier consider health and safety to be a priority. The parties put emphasis on constantly improving and maintaining their performances in the area of safety and health for a continuously engaged in the Services.
2. Supplier shall comply with the existing legal obligations concerning the execution of the Services with respect to occupational health and safety.

1. Supplier guarantees that it and its subcontractors shall comply with the BAM Business Principles, the BAM Code of Conduct, as well as with the BAM Code of Conduct and Business and Human Rights of the United Nations. The BAM Business Principles and the BAM Code of Conduct can be found at www.bam.com.
2. Customer may carry out an audit on Supplier and its subcontractors in order to verify in accordance with any audit standards and methods and to see that it shall and ensure that its subcontractors shall cooperate as well.
3. Supplier shall impose this article on its subcontractors with the obligation to subsequently impose this article on their subcontractors.

Article 22. Prohibition of assignment / outsourcing
1. Without the prior written consent of Customer, Supplier shall not and cannot assign, pledge or otherwise transfer any claim or the Agreement to a third party, With respect to the claims referred to in the previous sentence, transferability as referred to in Section 3:83 (2) Dutch Civil Code is precluded, which exception shall have a property-law effect.
2. If Supplier gives its written consent, the assignment, pledge or transfer shall not refer to the amounts that Customer is entitled to pay into the account of the subcontractors of Supplier.
3. Without the prior written consent of Customer, Supplier shall not, in whole or in part, trans to use of (hired-in) personnel made to or at the request of third parties.

Article 23. Dispute resolution and applicable law
1. All disputes arising between the parties in connection with or following the Agreement or agreements that might be concluded with Customer arising from the Agreement shall be settled amicably by submitting to the competent courts in Amsterdam.
2. While awaiting a decision on the dispute, Supplier shall at Customer's request continue performance under the Agreement.
3. If Supplier is required to perform a base agreement, Supplier shall, if required by the competent court in Amsterdam (by way of interim relief measure / express procedure).

Article 24. Final provisions
1. The exclusion of these conditions shall not affect the rights of Customer pursuant to the law.
2. Headings above the articles have only been inserted for convenience of reference of these conditions, and shall not affect the interpretation of the conditions.
3. Provisions from the Agreement and these conditions which by their nature purport to remain in force after termination of the Agreement as well shall remain applicable after termination of the Agreement.

CHAPTER II. SERVICES

Article 25. Scope of services
1. Supplier shall provide all services and obligations as described in the Agreement (the "Services"), and to the extent not already described there:
2. a) activities that are connected directly or indirectly to those services and which are of a nature and type that would ordinarily be performed by suppliers performing services similar to the Services as part of their business; and
3. b) all activities that are reasonably necessary for the proper performance and provision of those services.
4. Supplier shall provide the Services in the most cost efficient manner consistent with the level of quality and performance required under the Agreement.

Article 26. Adherence to specifications and Service Levels
1. Supplier shall perform the Services at a level which meets or exceed the Service Levels and in accordance with good industry practice. Where time for performance has not been specified, Supplier shall perform the Services in a timely manner.

Article 27. Security
1. Supplier is responsible for the security aspects of the Services. Supplier shall in relation to the Services:
2. a) comply with generally accepted security standards and provide its Services in accordance with good industry practice and within the time to time to time with Customer with suggestions as to how Customer can improve information security aspects related to its receipt of the Services;
3. b) ensure that only such persons as required for the performance of its obligations under the agreement shall have access to data of Customer and shall require these persons to protect and maintain the confidentiality and the security thereof;
4. c) implement and operate monitoring and reporting procedures in accordance with generally accepted and international security standards. Supplier shall in any event promptly inform Customer of all known or suspected breaches of security relevant to Customer. Supplier shall inform Customer as quickly as possible about any such (suspected) breach and in any event within four hours after becoming aware of it.

Article 28. Personnel
1. Supplier shall at all times ensure that it engages a sufficient number of appropriately trained and experienced personnel to perform the Services.
2. Supplier shall be solely responsible for the supervision, daily direction and control of the persons employed through Supplier.
3. a) Supplier shall be responsible for payment of all compensation and other benefits, employer taxes relating to those persons and the withholding and paying of any income tax and for making any other deductions as required by law for them including workers compensation and disability;
4. b) Supplier shall indemnify Customer for any payments made by Customer as a result of Supplier's failure to comply with subclause a).
5. c) Supplier shall employ through Supplier will not be deemed to be employees of Customer. Supplier shall indemnify Customer and keep Customer indemnified against all damages incurred arising out of or relating to the employment or termination of employment of any person who was or is considered by Supplier to be an employee of any part of the Services.

Article 29. Loss of Customer data
1. If the security, confidentiality or integrity of Customer data or the physical, technical, administrative or organizational safeguards put in place by Supplier that relate to the protection
of the security, confidentiality, or integrity of Customer data, have been compromised or are suspected to be compromised, Supplier shall, as applicable: 

a) notify Customer as soon as practicable, but no later than twenty-four (24) hours of becoming aware thereof; 

b) cooperate with Customer in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Customer; 

c) in the case of personal data at BAM's sole election: 
   i. notify the affected individuals who comprise the personal data as soon as practicable, but no later than twenty-four (24) hours of becoming aware thereof; 
   ii. use reasonable efforts to prevent any loss, misuse, and unauthorized access to, or disclosure of, the personal data that can reasonably be expected to result in, or contribute to, such a loss, misuse, and unauthorized access; or 

5. Supplier shall assure that all Customisations will continue to work and be available for use at no further charge in any newer version, releases or update.

6. Customer is not obliged to move to a new version or releases when made available and is entitled to continue using the version or releases it uses. Supplier will continue to provide the Services set forth in the Agreement for such version or releases against the terms of the Agreement.

Article 37. Acceptability of deliverables, versions, releases and updates

1. Deliverables will be subject to an acceptance test if this is specified for such Deliverable in the Agreement. No such Deliverable will be deemed accepted until such tests have been successfully completed in accordance with the agreed criteria.

CHAPTER IV. CLOUD SERVICES

Article 38. Usage rights

1. Supplier grants to Customer a non-exclusive, universal right during the term of the Agreement (and during any extension term) to access and use and permit any subcontractor and end-user to use the Services (including its implementation and configuration) and all Documentation.

2. All of the features and functions made available by Supplier as part of the actual access right provided shall be deemed to be within scope of the use right granted and paid for.

Article 39. Article 32 applies equally in the context of cloud services

Article 40. Implementation Services and Services Integration

1. If the Implementation is part of the scope of services of the Agreement, Supplier shall:

   a) ensure that the Implementation is performed in accordance with and as per the agreement on the dates and within the periods set out in the Agreement. 
   b) where feasible, jointly identify the risks to the successful completion of the implementation of Services in an implementation plan.

2. Supplier shall ensure that the Services and the Deliverables remain compatible with the services, networks, systems, hardware, software and other computer systems or of used by Customer.

3. Supplier shall ensure that none of the Services or other items provided to Customer by Supplier shall adversely affect the services, networks, systems, hardware, software and other resources of Customer.

Article 41. Technology and Service Improvements

1. Supplier shall solve all errors in the Services (including Customisations) with an impact on Customer's business as soon as reasonably possible.

2. Supplier will from time to time make available new, releases, updates and to the Services to solve defects and/or errors, keep the Services and up-to-date with market developments or otherwise improve the Services.

3. Supplier will inform Customer timely on the change and release calendar with respect to the Services.

4. Any new version, release or update will provide Customer with at least the same functionality of the Version or Release of the Services previously used by Customer and will otherwise not negatively impact Customer's use of the Services nor require Customer to make substantial costs to continue the use thereof.

Article 42. Business continuity

1. Supplier shall have in place facilities and procedures (including but not limited to contingency and recovery adequate to ensure the continued business processes of Customer in case of a disaster, the System or on the premises of Supplier or its subcontractors engaged in performing the Services.

2. As a part of the Services, Supplier is responsible for maintaining a backup of Customer Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Supplier shall maintain a contemporaneous backup of Customer Data that can be recovered within four (4) hours at any point in time.

3. Accordingly, Supplier shall store all Customer Data in an off-site "hardened" facility no less than daily.

4. On first request of Customer Supplier shall return or all Customer Data to Customer or delete all Customer Data.

Article 43. Service Delivery Locations

1. A change in service delivery location, or transfer of Services between delivery service locations requires the prior consent of Customer which consent may be conditional, but shall not be unreasonably withheld or delayed. A change in Service Delivery Location shall be at Supplier's costs.

Article 44. Security

1. In addition to article 27 Supplier shall use up-to-date anti-virus software in compliance with good industry practices to avoid that malware is introduced into the supplied software. If Supplier becomes aware that the software delivered to Customer under the Agreement contains malware, Supplier shall immediately inform Customer thereof and assist Customer in removing the effect of the malware and implementing any mitigating measures and restoring any lost data.

Article 45. Audits

1. Supplier shall permit, and shall procure that its subcontractors shall permit, Customer access to Supplier's and its subcontractors' facilities, personnel and information to perform an audit of Supplier's and its subcontractors' records, the system and the service delivery locations to conduct an audit of Supplier's compliance with its obligations under the Agreement.

2. Customer shall provide Supplier with a copy of the audit report without delay.

3. Supplier shall immediately direct all enquiries from any governmental authority relating to the Agreement to Customer. In answering to any enquiry or request relating to Customer, Supplier shall act in the best interest of Customer, dispute the necessity of providing information or account where reasonable to do so, and provide as much or less information as is required.

4. At the request of Customer, Supplier shall, and shall procure that each subcontractor shall, permit any governmental authority to access to Supplier's and the subcontractors' premises, equipment and facilities for the purposes of conducting an audit. Supplier shall, and shall procure that each subcontractor shall, provide (the representatives of) such governmental authority with such cooperation and access to premises, equipment, facilities, information and personnel as is necessary for the purposes of conducting the audit and permit (the representatives of) such governmental authority to take copies of such records as are necessary for that purpose.

5. Supplier shall, and shall ensure that each subcontractor shall, procure that the governmental authority has access to information from and to the premises, equipment and facilities of Supplier and the subcontractors and the subcontractor to be deemed to be performed or to be in the course of performing the audit.

6. Supplier shall retain a complete audit trail and records and supporting documentation sufficient to enable Customer and any governmental authority to fully perform audits.