

GENERAL TERMS AND CONDITIONS OF DSA ICT SERVICES & SOFTWARE B.V.

Article 1. Definitions

In these general terms and conditions, the following terms have the following meanings:

Customer: the natural or legal person with whom DSA enters into or intends to enter into an agreement, or for whom DSA makes an offer or provides a delivery or service, as well as its legal successor(s);

DSA: the legal entity that provides products and/or services through the website (www.dsaict.nl) or provides information about them, or with whom the Customer has entered into an agreement regarding those products and/or services, namely DSA ICT Services & Software B.V., located at Oslo 12, (2993 LD) Barendrecht, or an affiliated company thereof, or its legal successor(s);

Party: each party to the agreement;

DSA Cloud Marketplace: the web-based portal of DSA where the Customer orders and/or manages products through their (customer) account;

Product: any item offered, to be delivered, or delivered by DSA under the agreement, or any similar product, including subscriptions and/or software licenses;

Service: any work to be performed by DSA under the agreement, including advisory services, as well as any results produced in connection therewith that are intended for the Customer;

Agreement: the agreement between DSA and the Customer consisting of the form, these terms and conditions, and/or any other provision or statement validly declared applicable to the legal relationship between the parties in accordance with these General Terms and Conditions;

Form: a written or electronic document specifying the details of products and/or services, or placing an order for a product and/or service, or reserving or ordering products and/or services;

Website: the website of DSA (<https://www.dsaict.nl/>).

Article 2. Applicability

1. These General Terms and Conditions apply to all offers, quotations, orders, assignments, and/or agreements with DSA.
2. In the event that DSA provides products and/or services of third parties to the Customer or grants access thereto, the (license or sale) terms and conditions of the respective third parties shall apply to those products and/or services in the relationship between DSA and the Customer, disregarding any deviating provisions in these General Terms and Conditions.
3. If, for any reason, the aforementioned terms and conditions of third parties are found not to be applicable or are declared inapplicable in the relationship between DSA and the Customer, these General Terms and Conditions shall apply in full.
4. General terms and conditions or deviating provisions of the Customer are only valid if and to the extent that they have been accepted in writing by DSA. Such acceptance cannot be inferred from the fact that DSA does not object to the Customer not having accepted DSA's General Terms and Conditions and/or declared other terms and conditions applicable.
5. The most recent version of these General Terms and Conditions shall apply to all offers, quotations, orders, assignments, and agreements with DSA. DSA is always authorized to unilaterally amend these General Terms and Conditions.
6. The applicability of any general terms and conditions of the Customer is explicitly rejected.

7. In the event that the Customer and DSA previously entered into an agreement that stipulates the applicability of these General Terms and Conditions, these terms and conditions shall also apply to all future agreements with the Customer, without the need for further reference.
8. If one or more provisions in these General Terms and Conditions are wholly or partially void or annulled, the remaining provisions in these General Terms and Conditions shall remain fully applicable. The parties shall enter into consultation to agree on new provisions to replace the void or annulled part, while taking into account, as far as possible, the purpose and intent of the originally stipulated provisions.
9. In the event of a situation between the parties that is not regulated in these General Terms and Conditions, such situation shall be assessed in accordance with the spirit of these General Terms and Conditions.
10. If Microsoft licenses are provided, the following Microsoft terms and conditions shall also apply integrally, which may be amended from time to time:
 - i) Microsoft Customer Agreement
 - ii) Microsoft Product Terms
 - iii) Microsoft Online Services Terms
 - iv) Microsoft Privacy Statement

Article 3. Offers and Formation of Agreement

1. All offers from DSA - including price quotations, brochures, price lists, and other information on the Website - are non-binding, indicative, and should be considered as an invitation to make an offer.
2. An offer or quotation from DSA is non-binding and expires if not accepted by the Customer within 14 days from the date of issue. As long as an offer has not been accepted, it can be withdrawn.
3. Orders placed using the Customer's (client) account are deemed to be placed by the Customer and are binding.
4. Every agreement is entered into under the suspensive condition of sufficient availability of the respective products and/or services.
5. The agreement is concluded upon DSA's confirmation of the Customer's order or upon DSA commencing the execution of the order. Confirmation can be made electronically (via the form, email, the Website, or through SMS or similar technologies). The order confirmation is deemed to accurately and completely reflect the agreement between the parties, unless the Customer objects in writing or electronically within 3 business days after receiving the order confirmation.
6. All communication between DSA and the Customer may be conducted electronically unless otherwise stipulated in the agreement, these General Terms and Conditions, or the law. The version of the respective communication stored by DSA serves as evidence thereof, unless contradicted by the Customer.
7. DSA has the right to attach additional conditions to the execution of an order, such as requesting a down payment or advance payment, or any form of security, and may refuse an order from the Customer without providing reasons.
8. As long as DSA has not granted a credit limit to the Customer, delivery will only be made upon advance payment of the invoice or through an online payment method provided by DSA.

Article 4. Subscriptions and/or software licenses

1. DSA's service consists of providing subscriptions to cloud services and/or software licenses to the Customer. Only if specified in the quote or respective order confirmation or agreement with DSA, DSA may also provide installation services, advisory services, or similar services. In other cases,

the Customer is solely responsible for correctly using the software and addressing related inquiries.

2. The agreement for the supply of a subscription and/or software license(s) between DSA and the Customer is concluded once the Customer timely confirms DSA's quote. DSA will then invoice the Customer and activate the Customer's subscription and/or license(s) after payment.
3. The subscription and/or software license(s) itself is established between the Customer and the respective (cloud service) provider. The terms and conditions of the (cloud service) provider apply to the subscription and/or software license(s). To make use of the subscription and/or software license(s), the Customer must accept the respective terms and conditions. The Customer is aware that these terms and conditions may change from time to time. The Customer is responsible for complying with the terms and conditions.
4. After activating the subscription and/or software license(s), DSA will provide the Customer with the relevant login codes or other necessary information required to use the subscription and/or license. If a subscription to Microsoft services has been agreed upon, the services will be provided as described in point 5 of this article.
5. DSA also offers a web-based portal called DSA Cloud Marketplace for the delivery of products and/or services from Microsoft and/or other (cloud service) providers. If the subscription involves such services, DSA will create a (customer) account for the Customer or the Customer will create their own (customer) account on DSA's web-based portal, named DSA Cloud Marketplace, to manage the Customer's Microsoft subscriptions (e.g., adding users to the subscription, activating or deactivating subscriptions). The Customer shall keep the login details of the (customer) account confidential and not share them with third parties. The Customer is responsible for all actions taken using the (customer) account.
6. The Customer is responsible for the IT environment necessary to use the subscription and/or software license (e.g., end-user devices and internet access). The quote and the applicable terms and conditions of the (cloud service) provider may include additional requirements regarding the IT environment to be used.
7. The Customer enters into a subscription and/or software license(s) for the use of the cloud service and/or licenses stated in the quote by the specified number of users.
8. All actions taken using the subscription and the cloud service are attributed to the Customer. The Customer is fully responsible for the consequences of those actions. This means that the Customer is fully responsible if a user incurs additional financial obligations to DSA, for example, in relation to the use or purchase of additional functionalities or the creation of additional accounts or authorizations. This applies regardless of the formal representation authority of the respective user of the Customer. With regard to actions resulting in additional financial obligations, DSA is entitled to request advance payment from the Customer before utilizing the additional service/functionality/user or authorization. DSA has no obligation to warn the Customer about incurring additional financial obligations or to monitor them for any reason.
9. DSA has no control over the execution of the subscription and is in no way responsible or liable for its execution. The Customer is fully responsible for ordering the correct cloud service, acquiring sufficient license subscriptions, using the cloud service, securing their own environment, and creating backups.
10. The ordering, modification, and termination of ongoing subscriptions and/or software licenses by the Customer shall be done in the manner indicated by DSA. The Customer is solely responsible for (timely) ordering, modifying, and terminating their subscriptions and/or software licenses.
11. DSA is not liable for incorrect and/or incomplete orders or cancellations made by the Customer

Article 5. Access and Duration

1. Subscriptions and/or software license(s) commence upon activation and are entered into for the duration specified in the DSA quote and the license and (other) terms of use. These terms also determine whether subscriptions, entered into for a specified duration, will automatically renew or not, and under what conditions.
2. If the terms provide for automatic renewal (either explicitly or implicitly) and the Customer wishes to extend the subscription in accordance with the ongoing period, the Customer must notify DSA of this intention no later than 1 month prior to the termination notice from the subscription and/or license. If the Customer fails to do so, DSA will cancel the subscription and/or license with the (cloud service) provider on behalf of the Customer. If the Customer timely expresses the desire to extend, DSA will send the Customer an invoice for the new term. If the Customer fails to pay this invoice on time, DSA will cancel the subscription and/or license with the (cloud service) provider on behalf of the Customer.
3. DSA is entitled to immediately suspend access to the cloud service if the Customer fails to meet their obligations.
4. DSA shall not be liable in any way if subscriptions and/or software licenses cannot be delivered or if access to services delivered via the internet cannot be obtained, to the extent that this is the result of circumstances beyond the control of DSA.

Article 6. Services

1. If the agreement between the parties also includes the provision of services by DSA, such as advisory services, the provisions of this article shall apply thereto.
2. DSA shall make its best efforts to perform services in a careful and professional manner.
3. The Customer shall provide timely and complete cooperation and information as requested by DSA. The Customer acknowledges that the outcome of certain services depends on the information provided by the Customer, and that incorrect or incomplete information may result in an inaccurate, incomplete, or otherwise unreliable outcome of the services. The Customer is responsible for verifying and using the results of the services.
4. The Customer shall immediately inform DSA of any developments relevant to the provision of services.
5. Services shall be provided at the rates specified in the quotation or agreement, or in the absence thereof, at DSA's standard rates, and shall be invoiced accordingly. DSA may increase its rates during the course of the services. Travel and accommodation expenses, as well as other expenditures incurred in the context of the service provision, shall be billed separately.
6. The Customer is solely responsible for deciding whether or not to follow DSA's advice. DSA does not guarantee that the implementation of its advice by the Customer will result in the desired outcome, and it shall not be liable for any direct or indirect damages that may arise or partially arise from the implementation of advice provided by DSA.

Article 7. Delivery and Delivery Time

1. DSA shall deliver the products of the agreement to the Customer from its (digital) warehouse. Regardless of the provisions in Article 12 of these General Terms and Conditions, the products are at the expense and risk of the Customer from the moment of delivery.
2. Digital deliveries will be sent to the registered email address of the Customer and/or placed in the digital inventory of the Customer via the DSA Cloud Marketplace.
3. DSA is authorized to make partial deliveries. Each partial delivery shall be considered as an independent delivery.

4. All delivery times specified by DSA are approximate and are determined based on data and circumstances known to DSA at the time of entering into the agreement. The indicated delivery times are never binding deadlines. If a change in the data and/or circumstances, regardless of foreseeability, results in a delay, the delivery date shall be correspondingly postponed, without prejudice to the provisions regarding force majeure in these General Terms and Conditions.
5. Exceeding the delivery times specified by DSA, for whatever reason, shall never entitle the Customer to compensation or non-performance of any obligation incumbent upon them under the relevant agreement or any related agreement.
6. Cancellation of an order is only possible after written or electronic confirmation by DSA. In the event of cancellation, DSA has the right to charge 25% of the agreed price of the products and/or services; this shall not prejudice DSA's right to claim full compensation.
7. If, for the execution of the agreement, the necessary data, equipment, and/or materials to be provided by the Customer are not, not timely, or not in accordance with the agreements, available to DSA, or if the Customer otherwise fails to fulfill their obligations, DSA has the right to suspend the agreement and to charge additional costs according to the usual rates.

Article 8. Complaints

1. Upon verifying that the delivered product is correct, the Buyer is obliged to inspect the products immediately after delivery for any defects. All complaints must be submitted in writing within 7 calendar days after delivery, providing accurate details of the nature and grounds of the defects, and referring to the invoice number or, in the absence thereof, the order confirmation. After this period, the Buyer is deemed to have approved the delivered product.
2. A complaint does not suspend payment obligations.
3. Minor variations in the quality of the delivered products, which are technically unavoidable or commonly accepted in trade, cannot be the basis for a complaint or for the dissolution of the agreement.

Article 9. Warranty

1. The warranty regarding the products supplied by DSA is limited, both in terms of its content and duration, to the warranty granted by the (cloud service) provider.
2. The Buyer is entitled to warranty claims against DSA only to the extent that DSA is still granted warranty by its supplier and/or the manufacturer.
3. Any warranty obligation is void if the Buyer makes or allows alterations or repairs to the delivered product, or in case of damage(s) not resulting from normal use.

Article 10. Invoicing and Suspension

8. Upon purchasing subscriptions and/or software licenses, the Buyer shall not be liable for any initial costs. The payment for active subscriptions and/or software licenses shall be invoiced to the Buyer periodically in advance. New subscriptions and/or software licenses added during the invoiced period through the Website and/or via the DSA Cloud Marketplace shall be invoiced to the Buyer proportionally based on a retrospective calculation. In the event that services have been agreed upon between the parties, the fees shall be invoiced to the Buyer on a monthly basis in arrears.

9. A subscription and/or software license is considered active even if it has not been assigned to a user by the Buyer.
10. If the Buyer fails to pay an invoice within the agreed payment term and after receiving a written warning from DSA, DSA is entitled to suspend the corresponding subscriptions and/or software licenses. This does not relieve the Buyer of their obligation to pay the outstanding amount. Upon receipt of the late payment, the corresponding subscriptions and/or software licenses will be reactivated.
11. DSA shall not be liable to the Buyer for any direct or indirect damages arising from the aforementioned suspension.
12. By accepting an offer, quotation, order, and/or assignment, the Buyer agrees to electronic invoicing by DSA.

Article 11. Prices and Payment

1. All prices listed on the Website, DSA Cloud Marketplace, or otherwise stated are in euros and exclude value-added tax (VAT) and other government-imposed charges.
2. The prices listed on the Website, DSA Cloud Marketplace, or otherwise may be changed by DSA (unilaterally) without prior notice.
3. The price stated on the form is binding, unless there are circumstances between the time of ordering and the time of delivery that increase the cost price of the ordered products. In that case, DSA is entitled to increase the prices accordingly. Such price increase gives the Customer the right to terminate the agreement within 5 working days from the date of notification by DSA of the price increase.
4. The fees payable for subscriptions and/or software licenses are indicated on the Website, DSA Cloud Marketplace, quotation, order, and/or agreement with DSA. The Customer pays the stated price for the ordered products and/or services through the Website or DSA Cloud Marketplace. Additionally, actions as referred to in point 8 of Article 4 of these General Terms and Conditions may result in additional fees. The fees payable by the Customer for the subscription and/or software licenses will be invoiced by DSA to the Customer.
5. Payment to DSA by the Customer must be made within 14 days from the invoice date, in the currency stated on the invoice, and in the manner indicated by DSA.
6. Complaints about invoices must be submitted in writing or electronically within a period of 7 calendar days from the invoice date. After the expiration of this period, the Customer is deemed to have approved the invoice. A complaint regarding certain performances does not suspend the payment obligation of the Customer with respect to those performances.
7. Payment shall be made without set-off or suspension.
8. If the Customer has not paid within the specified payment term or if the Customer is in default with payment of the periodic subscription and/or software license fees, the Customer shall be in default by operation of law and DSA shall have the right, without any summons or notice of default, to charge a contractual interest of 2% per calendar month on the outstanding invoice amounts from the first day of default, without prejudice to the further rights of DSA. A part of a month is counted as a full month.
9. All collection costs shall be borne entirely by the Customer. The compensation for extrajudicial costs is fixed at 15% of the principal amount due, with a minimum amount of €250.00 per claim. This compensation will be invoiced and payable by the Customer as soon as legal assistance has

been invoked by DSA or the claim has been assigned to DSA for collection, without any further proof.

10. In case of default, both DSA and the cloud service provider may suspend their services.
11. In the event of default, DSA is entitled to terminate the subscription and/or software licenses with the cloud service provider on behalf of the Customer immediately and without further notice.
12. The claim for payment becomes immediately due and payable in the event that the Customer is declared bankrupt, applies for suspension of payments, or if a general attachment is levied on the Customer's assets, the Customer dies, and furthermore, if the Customer goes into liquidation or is dissolved.
13. In the aforementioned cases under point 12 of this article, DSA also has the right to terminate or suspend the performance of the agreement or any unperformed portion thereof without notice of default or judicial intervention, without the right to compensation for damages incurred by the Customer as a result.

Article 12. Retention of Ownership

1. All products delivered to the Customer shall remain the property of DSA and/or the (cloud service) supplier until all amounts or claims owed by the Customer to DSA have been fully settled, including any applicable interest and collection costs.
2. The Customer is obligated to keep the delivered products, of which ownership rests with DSA and/or the (cloud service) supplier, separated or otherwise identifiable.

Article 13. Liability and Indemnification

1. DSA shall only be liable in the event of attributable non-compliance with obligations arising from the agreement between the parties, and solely for direct damages.
2. The liability of DSA arising from non-compliance with the agreement between the parties and/or from any other cause is limited to direct damages up to a maximum of the price agreed upon in the agreement between the parties or the invoice amount paid by the Customer to DSA, excluding VAT. However, in no event shall the total (damage) compensation for direct damages by DSA exceed €10,000.00, excluding VAT.
3. DSA shall not be liable for indirect damages suffered by the Customer or third parties, including but not limited to consequential damages, loss of revenue and profit, missed savings, fines from regulators, business interruption, or reputational damage, loss or corruption of data, and immaterial damages, related to or arising from the agreement between the parties or the Customer's use of the delivered products and/or services.
4. DSA shall not be liable for damages resulting from the Customer's (incompetent or otherwise) use of the cloud services.
5. DSA shall not be liable for damages resulting from exceeding an execution or delivery deadline.
6. Any right to compensation for damages shall expire to the extent that the Customer has not taken immediate measures to limit the damages or prevent further or other damages, and if the Customer has not notified DSA of all relevant information regarding the damages within 7 calendar days of discovering the damages (or the moment the Customer should reasonably have discovered the damages).
7. Subject to the provisions of Article 11 of these General Terms and Conditions, the Customer indemnifies DSA against all claims from third parties, regardless of the cause, related to the

compensation for damages, costs, or ongoing interest payments, associated with the agreement, products, and/or services of DSA.

8. The Customer indemnifies DSA against all claims from third parties related to the use of subscriptions and/or software licenses, including but not limited to Microsoft, in connection with non-compliance with the obligations under the Microsoft terms and conditions as referred to in point 10 of article 2.

Article 14. Default and Termination

1. The Purchaser shall be deemed to be in default by operation of law, and the entire (outstanding) claim shall become immediately due and payable in the event that:
 - a. The Purchaser fails to fulfill any obligation of the agreement, in particular payment, in whole or in part, or fails to fulfill it in a timely manner;
 - b. DSA has reasonable grounds to fear that the Purchaser will fail to fulfill its obligations and the Purchaser fails to respond to a written notice specifying these grounds, within a reasonable period of time set forth in that notice, declaring its willingness to fulfill its obligations;
 - c. The Purchaser files for its own bankruptcy, is declared bankrupt, makes an assignment for the benefit of creditors, files for suspension of payments, or if a seizure is imposed on all or part of its assets and such seizure is not lifted within 10 days after the seizure;
 - d. The Purchaser proceeds with or decides to cease or transfer its business or a significant part thereof, including the contribution of its business to a newly established or existing company, or proceeds with or decides to change the objectives of its business or to dissolve it;
2. In the cases mentioned in point 1 of this article, DSA is entitled, without any obligation to pay damages and without prejudice to any rights of DSA, such as rights with respect to already due costs or interest and the right to claim damages, and without the need for a notice of default or judicial intervention:
 - a. to terminate the agreement in whole or in part by means of a written notification to the Purchaser and/or;
 - b. to demand immediate and full payment of any amount owed by the Purchaser to DSA and/or;
 - c. to invoke the retention of title established under Article 12.

Article 15. Force Majeure

1. A party shall not be obligated to fulfill one or more obligations, other than obligations to make payment, if it is prevented from doing so due to force majeure.
2. During a force majeure event, DSA's obligations shall be suspended. If the period during which DSA is unable to fulfill its obligations due to force majeure exceeds 2 months, both parties shall be entitled to terminate the agreement without any obligation to pay damages in such case.
3. Force majeure, as used in these General Terms and Conditions, shall be understood to mean, in addition to its legal and jurisprudential interpretations, all external causes, foreseen or unforeseen, over which DSA has no control and which prevent DSA from fulfilling its obligations. Force majeure also includes an non-attributable failure by third parties or (cloud service) providers engaged by DSA, as well as any situation in which the respective party effectively has no (decisive) control.

Article 16. Applicable Law and Jurisdiction

1. Dutch law shall apply to any offer, quotation, order, form, assignment, and agreement between DSA and the Customer. The applicability of the Vienna Sales Convention is expressly excluded.
2. Unless otherwise required by mandatory law, all disputes between the parties shall be exclusively submitted to the competent court in Rotterdam.
3. The subscription agreement between the cloud service provider and the Customer shall be governed by the law specified therein. Disputes arising from the subscription agreement shall be submitted to the court as determined in that agreement.

Article 17. Protection of Personal Data

1. Parties shall fulfill their obligations under applicable laws and regulations, including their obligations regarding the protection of privacy and personal data, particularly in accordance with the General Data Protection Regulation (GDPR). If DSA, as a "processor," processes personal data on behalf of the Customer in the context of providing cloud services and/or services, the Customer shall enter into a data processing agreement with DSA based on DSA's standard data processing agreement prior to the provision of personal data. Unless explicitly agreed otherwise, DSA assumes that no special categories of personal data will be processed in the context of providing cloud services or services.
2. The Customer shall ensure a lawful basis for providing any user's personal data to Microsoft, if and to the extent applicable.

Article 18. Final Provisions

1. The provisions in these General Terms and Conditions and the agreement collectively determine the legal relationship between the parties and replace all previous agreements and/or statements made by DSA regarding the subject matter of the agreement.
2. DSA may decide on its own whether and how it will engage third parties in the performance of the agreement.
3. DSA may transfer rights and obligations under the agreement to third parties and shall inform the Customer thereof. If the transfer of obligations to a third party is not reasonably acceptable to the Customer, the Customer has the right to terminate the agreement within 5 days after receiving the relevant notification.
4. Parties shall treat information provided to each other before, during, or after the execution of the agreement as confidential if such information is marked as confidential or if the receiving party knows or should know that the information was intended to be confidential. Parties shall also impose this obligation on their employees and any third parties engaged by them for the performance of the agreement.