

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

### **Article 1. Definitions**

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

**Client:** 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 performance, as well as their legal successors;

**DSA:** the legal entity that provides products and/or services through the **Website** or provides information about them, or with whom the Client has entered into an agreement regarding those products and/or services, namely DSA ICT Services & Software B.V., established at (2993 LD) Barendrecht at Oslo 12, or a related company or its legal successors;

**Party:** each party to the agreement;

**DSA Cloud Marketplace:** the web-based self-service portal of DSA where the Client independently orders and/or manages products via their (customer) account;

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

**Service:** any work performed by DSA under the agreement, including consulting, as well as all results produced for the Client;

**Agreement:** the agreement between DSA and the Client 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:** written or electronic document containing a detailed specification of products and/or services and/or placing an order for the product and/or service or reserving or ordering products and/or services;

**Website:** the websites of DSA:

1. <https://www.dsaict.nl>
2. <https://www.dsaict.eu>
3. <https://www.dsaict.de>

## **Article 2. Relevant**

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 from 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, overriding any conflicting provisions in these General Terms and Conditions.
3. If, for any reason, the aforementioned terms and conditions of third parties do not apply 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 differing provisions of the Customer shall only be valid if and to the extent that they have been accepted in writing by DSA. Such acceptance cannot and should not be inferred from the fact that DSA does not contest that the Customer has not accepted DSA's General Terms and Conditions and/or that other terms and conditions have been declared applicable.
5. The most recent version of these General Terms and Conditions applies to all offers, quotations, orders, 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 Client is explicitly rejected.
7. In the event that the Customer and DSA previously entered into an agreement, stipulating the applicability of these General Terms and Conditions, these Terms and Conditions shall also apply to all future agreements with the Customer, without any further reference being necessary.
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 then enter into consultations to agree on new provisions to replace the void or annulled part, while as much as possible adhering to the purpose and intent of the originally stipulated provisions.
9. If a situation arises between the parties that is not regulated in these General Terms and Conditions, this situation shall be assessed in accordance with the spirit of these General Terms and Conditions.
10. If Microsoft Licenses are provided, the following terms and conditions of Microsoft shall also apply in full, 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 serve 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. Until an offer is accepted, it may be withdrawn.
3. Orders placed using the Client (customer) account are deemed to be placed by the Customer and are binding.
4. Each agreement is entered into subject to the suspensive condition of sufficient availability of the respective products and/or services.
5. The agreement is established by DSA's confirmation of the Client's order, or by DSA commencing execution of the order. Confirmation may be electronic (via form, email, website, SMS, or similar technologies). The order confirmation is deemed to accurately and fully represent the agreement between the parties, unless the Client objects in writing or electronically within 3 working days of receiving the order confirmation.
6. All communication between DSA and the Client may be electronic unless otherwise specified in the agreement, these General Terms and Conditions, or the law. DSA's stored version of the relevant communication serves as proof thereof, unless rebutted by the Client.
7. DSA reserves the right to impose additional conditions on fulfilling an order, such as requesting a deposit or advance payment, or any form of security, and may refuse an order from the Client without specifying reasons.
8. Until DSA has granted a credit limit to the Client, delivery will only be made against advance payment of the invoice or through an online payment method provided by DSA.

### **Artikel 4. Subscriptions and/or Software Licenses**

1. DSA's service consists of providing subscriptions to cloud services and/or software licenses to the Client. Only if stated in the quotation or respective order confirmation or agreement with DSA, DSA also provides installation services, advisory services, or similar services. In other cases, the Client is solely responsible for correctly using the software and any related queries.
2. The agreement for the provision of a subscription and/or software license(s) between DSA and the Client is concluded once the Client has timely confirmed DSA's quotation. DSA will then invoice the Client and activate the subscription and/or license(s) upon payment.
3. The subscription and/or software license(s) itself is established between the Client and the respective (cloud service) provider. The terms of the (cloud service) provider apply to the subscription and/or software license(s). To use the subscription and/or software license(s), the Client must accept the relevant terms. The Client is aware that these terms may change from time to time. The Client is responsible for complying with the terms.
4. After activating the subscription and/or software license(s), DSA will provide the Client with the applicable login credentials or other required information necessary to use the subscription and/or license. If a subscription to Microsoft services is agreed upon, the services will be provided as described in point 5 of this article.

5. DSA provides a web-based self-service portal for the delivery of products and/or services from Microsoft and/or other (cloud service) providers, called the DSA Cloud Marketplace. If the subscription involves such services, DSA will create a (client) account for the Client, or the Client creates a (client) account on DSA's web-based portal, called the DSA Cloud Marketplace, to manage the Client's Microsoft subscriptions (e.g., adding users to the subscription, activating or deactivating subscription). The Client shall keep the login details of the (client) account confidential and not share them with third parties. The Client is responsible for all actions taken using the (client) account.
6. The Client is responsible for the IT environment necessary to use the subscription and/or software license (such as end-user devices and internet access). The quotation and the applicable terms of the (cloud service) provider may contain further requirements regarding the IT environment to be used.
7. The Client enters a subscription and/or software license(s) for the use of the cloud service(s) and/or licenses specified in the quotation by the specified number of users.
8. All actions taken using the subscription and the cloud service are attributed to the Client. The Client is solely responsible for the consequences of those actions. This means that the Client is solely responsible if a user incurs additional financial obligations to DSA, e.g., in connection with the use or purchase of additional functionalities or the creation of additional accounts or permissions. This applies regardless of the formal authority of the respective user of the Client. Regarding actions resulting in additional financial obligations, DSA is entitled to request advance payment from the Client before the additional service/functionality/user or permission can be used. DSA is not obligated to warn the Client about incurring additional financial obligations or to monitor them for any reason whatsoever.
9. DSA has no control over the execution of the subscription and is in no way responsible or liable for its execution. The Client is solely responsible for ordering the correct cloud service, purchasing sufficient license subscriptions, using the cloud service, securing its own environment, and making backups.
10. Ordering, modifying, and cancelling ongoing subscriptions and/or software licenses by the Client shall be done in the manner indicated by DSA. The Client is entirely responsible for (timely) ordering, modifying, and cancelling its subscriptions and/or software licenses.
11. DSA is not liable for incorrect and/or incomplete orders or cancellations made by the Client.

#### **Article 5. Contract duration, Access, Automatic renewal and Termination**

1. Subscriptions and/or software licenses commence on the activation date and are entered into for the duration specified in DSA's quotation and the license and (other) terms of use. Those terms also determine whether subscriptions, entered for a specific period, are automatically renewed and under what conditions.
2. Subscriptions and/or software licenses are, if applicable, set to automatically renew by default. The Client has the option to independently change this automatic renewal via the DSA Cloud Marketplace. It is the responsibility of the Client to make any changes promptly to avoid unwanted renewals. DSA is not liable for automatic renewals that the Client fails to cancel or modify in a timely manner.

3. Subscriptions and/or software licenses with an agreed contract duration of one (1) or three (3) years are not terminable during the term, nor transferable to third parties. Customer is obliged to fully comply with the agreement and is liable for payment of the agreed fees throughout the term, regardless of actual use or any desire to terminate or transfer.
4. DSA is entitled to suspend access to the cloud service immediately if the Client fails to meet their obligations.
5. If the Client fails to make the due payments on time, DSA reserves the right to deactivate the relevant subscriptions and/or software licenses, while the costs for these services continue unabated. Deactivating the services does not release the Client from the obligation to pay the outstanding amounts. The Client remains liable for all costs and fees arising from the contractual obligations, regardless of the status of the service provision.
6. DSA is in no way liable if subscriptions and/or software licenses cannot be delivered, or access to services delivered via the internet cannot be obtained, to the extent that this is due to circumstances beyond the control of DSA's systems.

#### **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 apply thereto.
2. DSA shall use its best efforts to perform services carefully and professionally.
3. The Client shall provide DSA with requested cooperation and information in a timely and complete manner. The Client acknowledges that the result of some services depends on the information provided by the Client, and that incorrect or incomplete information may result in the result of the services being incorrect, incomplete, or otherwise unreliable. The Client is responsible for verifying and using the results of the services.
4. The Client shall immediately inform DSA of any developments relevant to the provision of services.
5. Services are provided at the rates specified in the quotation or agreement, failing which at DSA's standard rates, and are invoiced. DSA may increase its rates during the term of the agreement. Travel and accommodation expenses and other expenses incurred in the provision of services will be invoiced separately.
6. The Client is solely responsible for following or not following DSA's advice. DSA does not guarantee that the implementation of the advice by the Client will lead to the desired result and is not liable for direct or indirect damage that may arise or partly arise from the implementation of advice provided by DSA.

#### **Article 7. Delivery and Delivery Time**

1. DSA will deliver the products of the agreement to the Client from its (digital) warehouse. Regardless of the provisions of Article 12 of these General Terms and Conditions, the products are at the Client's risk from delivery.
2. Digital deliveries will be sent to the registered email address of the Client and/or placed in the digital inventory of the Client via the DSA Cloud Marketplace.
3. DSA is authorized to deliver in instalments. Each partial delivery is considered a separate delivery.
4. All delivery times mentioned by DSA are approximate and are determined based on data and circumstances known to DSA at the time of entering into the

agreement. Specified delivery times are never firm deadlines. If a change in the data and/or circumstances results in a delay, regardless of foreseeability thereof, the delivery date will be postponed accordingly, without prejudice to the provisions of these General Terms and Conditions regarding force majeure.

5. Exceeding the delivery times specified by DSA, for whatever reason, never entitles the Client to compensation or non-performance of any obligation incumbent upon them under the relevant agreement or any related agreement.
6. Cancellation of an order can only be made after written or electronic confirmation by DSA. In case of cancellation, DSA has the right to charge 25% of the agreed price of the products and/or services; this does not prejudice DSA's right to claim full compensation.
7. If the necessary data, equipment, and/or materials to be provided by the Client for the execution of the agreement are not provided, not provided in a timely manner, or not provided in accordance with the agreements, or if the Client otherwise fails to fulfil its obligations, DSA has the right to suspend the agreement and the right to charge additional costs according to the usual rates.

#### **Article 8. Complaints**

1. Upon receipt of the delivered product and after ensuring its correctness, the Client is obligated to inspect the products immediately for any defects. All complaints must be submitted in writing within 7 calendar days after delivery, providing precise details of the nature and grounds of the defects, and referencing the invoice number or, in the absence thereof, the order confirmation number. After this period has elapsed, the Client is deemed to have approved the delivered items.
2. A complaint does not suspend payment obligations.
3. Minor deviations in the quality of the delivered products, which are technically unavoidable or commonly accepted in the trade, cannot serve as grounds for complaints 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 Client is entitled to warranty from DSA only to the extent that DSA is still provided with warranty by its supplier and/or the manufacturer.
3. Any warranty obligation expires if the Client makes changes or repairs to the delivered product themselves or has them performed, or in case of damage(s) not resulting from normal use.

#### **Article 10. Invoicing and Suspension**

1. Upon purchasing subscriptions and/or software licenses, the Client will not be liable for any initial costs. The payment due for active subscriptions and/or software licenses will be invoiced periodically in advance to the Client. New subscriptions and/or software licenses added during the invoiced period via the Website and/or through the DSA Cloud Marketplace will be charged to the Client on a pro-rata basis

based on retrospective calculation. In the event that services are agreed upon between the parties, the fees will be invoiced to the Client monthly in arrears.

2. A subscription and/or software license is considered active even if it has not yet been assigned to a user by the Client.
3. If the Client fails to pay an invoice within the agreed payment term and after a written warning from DSA, DSA is entitled to suspend the relevant subscriptions and/or software licenses. This does not waive the obligation of the Client to pay the overdue amount. Upon receipt of the overdue payment, the relevant subscriptions and/or software licenses will be reactivated.
4. DSA shall not be liable to the Client for any direct or indirect damages arising from the aforementioned suspension.
5. Upon acceptance of an offer, quotation, order, and/or instruction, the Client agrees to electronic invoicing by DSA.

## **Article 11. Prices and Payment**

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

further proof as soon as legal assistance is invoked by DSA or the claim is handed over to DSA for collection and will be due from the Client.

10. In case of default, both DSA and the cloud service provider may suspend their services.
11. In case of default, DSA is entitled to terminate the subscription and/or software licenses with the cloud service provider on behalf of the Client immediately and without further notice.
12. The claim for payment becomes immediately due and payable in the event the Client is declared bankrupt, applies for a moratorium on payments, or if a general seizure is placed on the Client's assets, the Client dies, and furthermore, if the Client is liquidated or dissolved.
13. In the events mentioned in point 12 of this article, DSA also has the right to terminate or suspend the execution of the agreement or any remaining unperformed part thereof without notice or judicial intervention, without the right to compensation for any damages incurred by the Client as a result.

## **Article 12. Retention of Title**

1. All products delivered to the Client remain the property of DSA and/or the (cloud service) provider until all amounts or claims owed by the Client to DSA have been fully paid, including any accrued interest and collection costs.
2. The Client is obliged to keep the delivered products, of which the ownership rests with DSA and/or the (cloud service) provider, separate or otherwise individually identifiable.

## **Article 13. Liability and Indemnification**

1. DSA is only liable in the event of an attributable failure to fulfil obligations arising from the agreement between the parties, and only for direct damages.
2. DSA's liability arising from a failure to fulfil the agreement between the parties and/or for any other reason is limited to direct damages up to the maximum of the price agreed upon for the agreement between the parties or the invoice amount paid by the Client to DSA, excluding VAT. However, in no event shall the total compensation for direct damages by DSA exceed €10,000.00 excluding VAT.
3. DSA is never liable for indirect damages to the Client or third parties, including but not limited to consequential damages, loss of turnover and profit, missed savings, regulatory fines, 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 Client's use of the delivered products and/or services.
4. DSA is never liable for damages resulting from (whether or not unprofessional) use by the Client of the cloud services.
5. DSA is never liable for damages resulting from exceeding a performance or delivery term.
6. Any right to compensation expires in any case if the Client has not taken measures to limit the damage or prevent further or other damage immediately after the occurrence of the damage, and if the Client has not informed DSA of all relevant information regarding the damage within 7 calendar days after discovering the damage (or the moment the Client should reasonably have discovered the damage).



7. Subject to the provisions of Article 11 of these General Terms and Conditions, the Client indemnifies DSA against all claims by third parties, for whatever reason, for compensation for damages, costs, or ongoing interest payments related to the agreement, products, and/or services of DSA.
8. The Client indemnifies DSA against all claims by third parties in connection with the use of the subscriptions and/or software licenses, including but not limited to Microsoft, in connection with the failure to fulfil obligations under the Microsoft terms, as referred to in point 10 of Article 2.

#### **Article 14. Default and Termination**

1. The Customer shall be deemed to be in default by operation of law, and the total (remaining) claim shall become immediately due and payable in the event of:
  - a) The Customer fails to fulfil any obligation under the agreement, particularly payment, or fails to do so in a timely manner;
  - b) DSA has reasonable grounds to fear that the Customer will fail to fulfil its obligations and the Customer does not comply with a written demand specifying these grounds to declare within a reasonable period stipulated in that demand its willingness to fulfil its obligations;
  - c) The Customer applies for its own bankruptcy, is declared bankrupt, makes an arrangement with its creditors, files a petition for suspension of payments, or has its assets seized, and this situation is not resolved within 10 days after the seizure;
  - d) The Customer ceases or decides to transfer its business or a significant part thereof, including the contribution of its business to a newly established or existing company, or decides to amend the objective of its business or to dissolve it.
2. DSA is entitled in the cases referred to in paragraph 1 of this article, without any obligation to pay damages and without prejudice to DSA's rights, such as rights regarding costs or interest that have already accrued and the right to compensation, and without the need for a default notice or judicial intervention:
  - a) to terminate the agreement in whole or in part by means of a written notice to the Customer and/or;
  - b) to immediately demand payment of any amount owed by the Customer to DSA and in its entirety and/or;
  - c) to invoke the reservation of ownership established under Article 12.

#### **Article 15. Force Majeure**

1. A party is not obliged to fulfil one or more obligations, other than obligations to pay money, if it is prevented from doing so as a result of force majeure.
2. During force majeure, the obligations of DSA are suspended. If the period during which performance of the obligations by DSA is prevented due to force majeure lasts longer than 2 months, both parties are entitled to terminate the agreement without any obligation to pay compensation in that case.

3. Force majeure, as referred to in these General Terms and Conditions, is understood to mean, in addition to what is understood by it in law and jurisprudence, all external causes, foreseen or unforeseen, over which DSA cannot exert any influence, but as a result of which DSA is unable to fulfil its obligations. Force majeure also includes a non-attributable failure of third parties or (cloud service) suppliers engaged, as well as any situation over which the relevant party cannot exercise (decisive) control in practice.

#### **Article 16. Applicable Law and Jurisdiction**

1. Dutch law shall apply to every offer, quotation, order, form, agreement, and contract between DSA and the Customer. The applicability of the Vienna Sales Convention is expressly excluded.
2. Unless mandatorily otherwise prescribed, 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 declared applicable therein. Disputes arising from the subscription agreement shall be submitted to the court as determined in that agreement.

#### **Article 17. Data Protection**

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

## **Article 18. Final Provisions**

1. The provisions in these General Terms and Conditions and the agreement jointly 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 determine itself whether and how it will engage third parties in the performance of the agreement.
3. DSA may assign 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, they have the right to terminate the agreement within 5 days of receiving the relevant notification.
4. Parties shall treat information they provide to each other before, during, or after the performance of the agreement as confidential when such information is marked as confidential or when the receiving party knows or ought to know that the information was intended to be confidential. Parties also impose this obligation on their employees and on third parties engaged by them to perform the agreement.