



**General Terms and
Conditions of ALTA-ICT. B.V.**

The Private Limited Liability Company ALTA-ICT B.V. (hereinafter: ALTA-ICT) is registered with the Chamber of Commerce under number 87627124 and has its registered office at Hageland 132 H in (1066 SB) Amsterdam.

Article 1 - Definitions

1. In these General Terms and Conditions, the following terms are used in the following sense unless expressly stated otherwise. The definitions may be either plural or singular.
2. **Offer:** any proposal made or quotation provided to the Client to perform Services by ALTA- ICT.
3. **Subscription:** the Subscription by which the Client gains access to the Services of ALTA-ICT.
4. **ALTA-ICT:** the service provider offering Services to the Client.
5. **Company:** the natural or legal person acting in the capacity of a profession or business.
6. **Service(s):** the services offered by ALTA-ICT are website development, hosting services, SEO services and management, migration and backup of Microsoft Office 365. ALTA-ICT also offers consulting, training and service desk support in respect of the aforementioned topics.
7. **Client:** the Company that has appointed ALTA-ICT, awarded projects to ALTA-ICT for Services carried out by ALTA-ICT, or that has made a proposal to ALTA-ICT under an Agreement.
8. **Agreement:** any Agreement, Subscription and other obligations between the Client and ALTA-ICT, as well as proposals by ALTA-ICT for Services provided and executed by ALTA-ICT to the Client and accepted by the Client. These General Terms and Conditions form an integral part of the Agreement.
9. **SaaS Services:** making and keeping software available by ALTA-ICT via the internet or other data network without providing a physical carrier to the Client.
- Website:** the website developed by ALTA-ICT for the Client.

Article 2 - Applicability

1. These General Terms and Conditions apply to any Offer of ALTA-ICT, any Agreement between ALTA-ICT and the Client and any Services offered by ALTA-ICT.
2. Before concluding an Agreement, the Client will receive these General Terms and Conditions. If this is not reasonably possible, ALTA-ICT will indicate how the Client can access the General Terms and Conditions.
3. Deviation from these General Terms and Conditions is not possible. In exceptional situations, the General Terms and Conditions may be deviated from in so far as this has been explicitly agreed in writing with ALTA-ICT.
4. These General Terms and Conditions also apply to additional, amended and follow-up orders between ALTA-ICT and the Client..
5. The general terms and conditions of the Client are excluded.
6. If one or more provisions of these General Terms and Conditions are partially or wholly void or annulled, the remaining provisions of these General Terms and Conditions will remain in force, and the void/annulled provision(s) will be replaced by a provision with the same purport as the original provision.
7. Uncertainties about the content, interpretation or situations not regulated in these General Terms and Conditions will be assessed and explained according to the spirit of these General Terms and Conditions.

8. The applicability of Sections 7:404 and 7:407 (2) of the Dutch Civil Code is explicitly excluded.
9. The rights and obligations under the Agreement between the Parties cannot be transferred by the Client to a third party unless ALTA-ICT gives its express and prior consent to the Client. ALTA-ICT is entitled to attach further conditions thereto.
10. If reference is made to she/her in these General Terms and Conditions, this should also be construed as referring to he/him, if and to the extent applicable.
11. In case ALTA-ICT has not always required compliance with these General Terms and Conditions, it will retain its right to claim full or partial compliance with these General Terms and Conditions.

Article 3 - The Offer

1. All proposals made by ALTA-ICT are non-binding, unless expressly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this is expressly stated in the Offer.
2. ALTA-ICT is only bound to an Offer if it is confirmed by the Client in writing within 30 days. Nevertheless, ALTA-ICT is entitled to refuse an Agreement with a (potential) Client for a well-founded reason.
3. The Offer contains a description of the services offered. The description is sufficiently specified to enable the Client to make a proper assessment of the Offer. Any details in the Offer are only indicative and cannot be grounds for any compensation or dissolution of the Agreement.
4. Proposals or quotations do not automatically apply to follow-up orders.
5. Delivery times in ALTA-ICT's Offer are, in principle, indicative, do not constitute a deadline and when exceeded, they do not entitle the Client to dissolution or damages, unless expressly agreed otherwise.
6. A compound quotation will not oblige ALTA-ICT to deliver part of the items included in the proposal or quotation at a corresponding part of the quoted price.

Article 4 - Conclusion of the Agreement

1. The Agreement is concluded when the Client has accepted an Offer and/or Agreement of ALTA-ICT by returning a signed copy (scanned or original) to ALTA-ICT or agrees explicitly and unambiguously with the Offer by email.
2. ALTA-ICT is not bound to an Offer if the Client could reasonably have expected or should have understood that the Offer contains an obvious mistake or error. The Client cannot derive any rights from this obvious mistake or error.
3. If the Client cancels an already confirmed Agreement, any costs already incurred (including time spent) will be charged to the Client.
4. Any Agreement entered into with ALTA-ICT or any project awarded to ALTA-ICT by the Client will be vested in the company and not in any individual person associated with ALTA-ICT.
5. Any right of withdrawal by the Client is excluded.
6. If the Agreement is entered into by more than one Client, each Client will be jointly and severally liable for the fulfilment of all obligations arising from the Agreement.

Article 5 - Duration of the Agreement

1. If and to the extent that an Agreement has been concluded between the Client and ALTA-ICT, the duration of this Agreement will in any case be one year unless otherwise expressly agreed.
2. The Agreement for Subscriptions, Microsoft Office 365 backup, online training hosting and/or maintenance is tacitly renewed each year for the originally agreed term, unless the Client or ALTA-ICT has terminated the

Agreement in writing with two month's notice before the end of the agreed period.

3. Both the Client and ALTA-ICT may dissolve the Agreement based on an attributable failure in the performance of the Agreement if the other Party is given written notice of default and a reasonable period to fulfil its obligations and it still fails to properly fulfil its obligations at that time. This also includes the Client's payment and obligations to cooperate.

4. The dissolution of the Agreement will not affect the Client's payment obligations in so far as ALTA-ICT has already performed work or delivered performance at the time of the dissolution. The Client will pay the agreed fee.

5. In case of a premature termination of the Agreement, the Client will owe ALTA-ICT the costs actually incurred until then based on the agreed (hourly) rate. If no hourly rate has been agreed, the Client will owe ALTA-ICT's normal hourly rate. ALTA-ICT's time registration is leading in this respect. If the Agreement ends before the order is completed, ALTA-ICT will be entitled to a part of the wages to be reasonably determined. If the end of the Agreement is imputable to the Client, ALTA-ICT will be entitled to the full wage if reasonable in view of the circumstances of the case.

6. Both the Client and ALTA-ICT may terminate all or part of the Agreement in writing with immediate effect without further notice of default in case either Party is in suspension of payments, bankruptcy is filed or the relevant company ends by liquidation. If a situation as mentioned above occurs, ALTA-ICT will never be obliged to refund monies and/or damages already received.

7. All post-contractual obligations from these General Terms and Conditions and the Agreement that by their nature are intended to continue even after dissolution of the Agreement will continue after dissolution. This concerns in any case the provisions on confidentiality, intellectual property rights, liability, dispute resolution and choice of forum.

Article 6 - Performance of Services

1. ALTA-ICT will endeavour to perform the Agreement with the utmost care as may be required of a good contractor. All services are performed based on a best-efforts obligation, unless a result has been explicitly agreed in writing which is described in detail.

2. In performing the services, ALTA-ICT will not be obliged to follow the instructions of the Client if this changes the content or scope of the agreed services. If the instructions result in additional work for ALTA-ICT, the Client will be obliged to reimburse additional costs accordingly.

3. ALTA-ICT is entitled to engage third parties to perform the services at its discretion.

4. If, pursuant to a request or order of a government body and/or a legal obligation, ALTA-ICT performs work in relation to the Client's data, the related costs will be borne solely by the Client.

5. In case of changes in the software, ALTA-ICT may continue the performance of the Services with the amended version of the software. ALTA-ICT will never be obliged to maintain, modify or add certain functionalities and/or specific features.

6. The source code as well as the technical documentation of the Website is at all times excluded from the right of use or transfer to the Client.

7. Both the Client and ALTA-ICT may make changes to the scope and/or content of the purchased (SaaS) Services. The additional costs related thereto will be borne by the Client. The Client will be informed thereof as soon as possible. If the Client does not agree with this, the Parties must consult with each other. The Client may only terminate the Agreement in writing on the date on which the change takes effect. If the changes are not related to changes in relevant laws or regulations, ALTA-ICT will bear the costs of the change.

8. If, pursuant to the Agreement, ALTA-ICT also backs up the Client's data, ALTA-ICT will, in accordance with the Agreement, back up at set times and keep it in accordance with the agreed term. However, the Client is

responsible for complying with the legal retention and administration obligations.

9. ALTA-ICT has, unless otherwise agreed, the right to use third-party images, software and components, including stock photos and open source software, in the development, configuration or modifications thereof. The Client expressly indemnifies ALTA-ICT from third-party claims in respect of the use of the above.

10. ALTA-ICT will keep the source files of the designs as long as ALTA-ICT performs services for the Client, or it is likely that ALTA-ICT will perform services for the Client. ALTA-ICT will be entitled to delete the source files after this period. If the Client does not give follow-up orders in respect of such Design until after this period, ALTA-ICT will be entitled to charge costs for the redevelopment, recovery or retrieval of such source files.

Article 7 - Obligations of the Client

1. The Client will be obliged to provide all information requested by ALTA-ICT as well as relevant annexes and related information and data on time and/or before start of the work and in the desired form for the proper and efficient performance of the Agreement. Failing this, ALTA-ICT may be unable to achieve full performance and/or delivery of the relevant documents. The consequences of such a situation will at all times be at the expense and risk of the Client. The Client will provide ALTA-ICT with timely access to the Office 365 environment and other environments of the Client which are relevant to the Services of ALTA-ICT.
2. ALTA-ICT is not obliged to check the accuracy and/or completeness of the information provided to it or to update the Client regarding the information if it has changed over time, nor is ALTA-ICT responsible for the accuracy and completeness of the information compiled by ALTA-ICT for third parties and/or provided to third parties under the Agreement.
3. ALTA-ICT may, if necessary for the performance of the Agreement, request additional information. Failing this, ALTA-ICT will be entitled to suspend its work until the information has been received, without being liable to pay any damages on any account whatsoever to the Client. In case of changed circumstances, the Client will notify ALTA-ICT thereof immediately or not later than 3 working days after the change has become known.
4. The Client is obliged to protect or maintain all technical measures and other facilities of the Office 365 environment and other environment to which ALTA-ICT has access or to only use them in accordance with the (licence) agreement, and to respect and use the intellectual property rights thereon in accordance with the (licence) agreement that the Client has concluded with Office 365.
5. The Client will provide suitable equipment and a suitable user environment.

Article 8 - Online Training

1. If so instructed, ALTA-ICT may provide online training for the Client and its employees.
2. Prior to the start of the training, the Client will notify ALTA-ICT in writing of all circumstances that are or may be relevant including any points and priorities which the Client wishes to see addressed.
3. ALTA-ICT is entitled to cancel or move the training to another date if there are too few registrations. It is at the sole discretion of ALTA-ICT to move the training. If the Client and/or an employee of the Client is not available on the newly set date, the Client is entitled to a pro rata refund of already paid funds or can participate in training on another date. The Parties will consult on this. If there are too many applications, ALTA-ICT is entitled to have the training take place in several sessions. If applicable, the aforementioned situation will be consulted with the Client in time.

Article 9 - Website Development

1. The Parties will record in writing all features, functionalities, characteristics and more of the Website to be developed. The Website will be created solely on the basis of these written agreements. If the agreements made are too brief to meet the Client's requirements, the Parties should consult and adjust the agreements, i.e. the

Agreement accordingly.

3. ALTA-ICT is at all times entitled to require the Client's approval before delivering work developed by it or transferring a user licence involved.
4. The Client acquires a non-exclusive, non-transferable and non-sublicensable right of use of the Website from the moment that the Client has fulfilled its (payment) obligations in full, except where the Parties have explicitly agreed otherwise in writing. The source files are explicitly excluded from the Client's use. Unless the Parties have explicitly agreed otherwise in writing, source files will not be delivered to the Client.
5. The Website developed by ALTA-ICT is delivered when the Client has signed or explicitly agreed to the Website within a maximum period of 7 calendar days unless a longer period has been agreed. To this end, the Client may check the written agreements. After the unused expiry of this period, the Client is deemed to have agreed to the Website. Any repairs after this period are considered additional costs.
6. The Parties may agree on a test period during which the Client will identify any errors and/or defects. These defects must be reported in writing to ALTA-ICT. ALTA-ICT will be responsible for their repair unless there are user errors or faults not attributable to ALTA-ICT. The repair period concerns a reasonable period, at least 7 days after the defects have been reported or confirmed by ALTA-ICT.
7. If after the test period and/or delivery, changes need to be made to the Website, whether or not at the Client's request, which have not previously been agreed in writing, the changes must be made on the basis of a new order. The Client is only entitled to a limited number of revision rounds, which are determined in consultation in the Agreement.
8. The Client is obliged at ALTA-ICT's first request to assess proposals provided by ALTA-ICT, at least within the agreed period.

Article 10 – Completion and Delivery

1. If the start, progress or completion and delivery of the services is delayed because, for instance, the Client has not or not provided all requested information or has not provided it on time, has not provided sufficient cooperation, the advance payment has not been received by ALTA-ICT on time or due to other circumstances that are at the expense and risk of the Client, ALTA-ICT will be entitled to a reasonable extension of the completion and delivery period. Under no circumstances are the specified terms final, nor can ALTA-ICT be held liable for exceeding the agreed term.
2. All damages and additional costs resulting from delay due to a cause mentioned in paragraph 1 will be at the expense and risk of the Client and will be charged to the Client by ALTA-ICT.
3. If the Client is required to give approval, ALTA-ICT will be entitled to suspend performance of the Agreement until the Client has given its approval.
4. ALTA-ICT will endeavour to realise the Services within the agreed period, in so far as this can reasonably be required of it. In case of urgency, the Client will be obliged to reimburse ALTA-ICT for the additional costs involved.
5. If the Parties agree on partial delivery, ALTA-ICT will continue to develop once the Client has shared its comments in writing and ALTA-ICT has confirmed these changes. These changes may affect the expected delivery date as well as the already agreed budget.
6. After delivery, the responsibility on proper compliance with the relevant third-party licences in use lies with the Client. ALTA-ICT will adequately inform the Client of the applicable licence conditions.

Article 11 - Transfer of Risk

The risk of theft and loss, embezzlement or damage of data, documents, software, data files and/or items used, made or delivered in the context of the performance of the Agreement will pass to the Client at the time they are actually made available to the Client, or at the time of the first use of the website. If and to the extent that any

damage is hereby caused to the Client, ALTA-ICT will be obliged to redeliver the items at the cost price of the data carriers. The reinstallation and/or implementation will be at the agreed rate unless otherwise agreed.

Article 12 - Guarantees

1. ALTA-ICT performs the services in accordance with the standards applicable in the industry. If any guarantee is thereby given, it is limited to what has been expressly agreed in writing. During the guarantee period, ALTA-ICT guarantees a sound and usual quality of the delivered services.
2. The Client can only invoke the guarantee given by ALTA-ICT if the Client has fully complied with its payment obligations.
3. If the Client rightly invokes the guarantee, ALTA-ICT will be obliged to carry out a free repair or replacement. In addition, if there is any additional damage, the applicable liability provisions of these General Terms and Conditions will be adhered to.
4. ALTA-ICT does not guarantee that the Website will function without errors and/or interruptions. ALTA-ICT endeavours to repair errors in the software within a reasonable period of time. The recovery only relates to the Website developed by ALTA-ICT itself, and if the defects have been reported by the Client on time. ALTA-ICT is entitled to postpone the repair until a new version of the software is put into use. Defects in software not developed by ALTA-ICT may be repaired in consultation at the expense and risk of the Client.
5. The Client accepts the delivered services *as is*
6. Repair also includes providing temporary solutions. The guarantee never covers the recovery of manipulated or lost data. ALTA-ICT is not obliged to recover such data. If agreed, ALTA-ICT may reasonably cooperate but is never responsible nor obliged to recover any manipulated and/or lost data. The Client will at all times take measures to prevent and limit failures, defects, manipulation and/or loss of data, whether or not based on information provided by ALTA-ICT.
7. ALTA-ICT is not responsible for errors and/or irregularities in the functionality of the Website and is not liable for the unavailability of the Website for any reason. This also includes unavailability of the Client's Website as a result of an unforeseen failure or force majeure.
8. Liability of ALTA-ICT for (the functioning of) third-party plug-ins is excluded. ALTA-ICT is not liable for damage caused as a result of, or in connection with changes made or work done in or on the Website that has taken place without the express consent of ALTA-ICT.
9. During the guarantee period, the Client will only be entitled to invoke this guarantee provision and ALTA-ICT will not be obliged to pay any damages arising from the defects found during the guarantee period.
10. If a defect during the guarantee period is not covered by the free of charge repair, the Client must reimburse the relevant costs.
11. ALTA-ICT does not guarantee that the software to be made available, within the framework of the SaaS Service, will be adapted in a timely manner to changes in relevant laws and regulations but will endeavour to do so as soon as possible.
12. If ALTA-ICT has provided Client with specific guidelines for securing its own systems, such as mandatory use of two-factor authentication or timely software patching, the Client is required to follow these guidelines. If the Client fails to do so, this is at the Client's own expense and risk, and ALTA-ICT is not liable for any resulting consequences.

Article 13 - Use and Maintenance of Website

1. ALTA-ICT will make available to the Client the agreed and developed Website during the term of the Agreement for use within the framework of the SaaS Services based on a user licence. The right to use the website

is non-exclusive, non-transferable, non-pledgeable and non-sublicensable and subject to these General Terms and Conditions.

2. If agreed, ALTA-ICT will maintain the Website. The scope of the maintenance obligation extends to what has been explicitly agreed by the Parties. Even if not explicitly agreed, ALTA-ICT may perform maintenance work, or interrupt the performance of its services if it considers it necessary for the purpose of being able to perform maintenance. Doing maintenance may also cause interruptions in the performance of the services, which will not entitle the Client to compensation.
3. The Client is obliged to report any defects, errors or other failures in the Website in writing to ALTA-ICT. In accordance with its usual procedures, ALTA-ICT will repair the errors to the best of its ability and/or make improvements. If desirable, ALTA-ICT is entitled to make temporary solutions first, after which a structural solution can be devised and implemented in consultation with the Client.
4. Notwithstanding ALTA-ICT's agreed maintenance obligations, the Client has an independent responsibility for the management and use of the Website.
5. For maintenance purposes, ALTA-ICT is authorised to check (data) files for, inter alia, computer attacks, computer viruses and unsafe and/or illegal acts, as well as perform other acts necessary for maintenance purposes. The Client is also responsible for the instructions and use of the Website by third parties engaged by the Client.
6. Maintenance will in principle include the following services (i) corrective, (ii) preventive and (iii) adaptive maintenance. In case of corrective, preventive and/or adaptive maintenance, ALTA-ICT is entitled to take the SaaS Services fully or partially (temporarily) out of service. The Client will not be entitled to any compensation during such interruption. ALTA-ICT will have the interruption take place as much as possible outside office hours and no longer than is necessary for the maintenance.
7. ALTA-ICT is entitled to make changes in the technology of the data network or telecommunications network and other changes in the services offered by ALTA-ICT. These changes may possibly affect the peripheral equipment used by the Client, for which ALTA-ICT cannot be obliged to pay any compensation.
8. Only if expressly agreed, the maintenance also includes the provision of new versions of the Websites (updates and/or upgrades). ALTA-ICT is entitled to attach further conditions to this.

Article 14 - (VPS) Hosting Services

1. If the agreed Services include storage and/or transfer of material provided by the Client to third parties in the context of (web/vps) hosting, the following will apply. Even if ALTA-ICT manages the Client's hosting account, and the Client's access is limited to the management panel of the website, restrictions may be set by ALTA-ICT on the size of hosting account.
2. The Client is prohibited from publishing and distributing data through its website in violation of Dutch laws and regulations, which in any case includes: data without permission of the copyright holder, defamatory information, or information that insults, discriminates, threatens, is racist in nature, incites hatred, and information that contains child pornography or otherwise punishable pornography. Also, information that violates the privacy of third parties (including stalking), as well as torrents, spam and hyperlinks linking to such information on third-party websites.
3. In case of (potential) criminal offences, ALTA-ICT will be entitled to report them and hand over the information provided by the Client to the competent authorities, as well as to perform all acts required of it in the context of the investigation.
4. ALTA-ICT is entitled to immediately dissolve and/or terminate the Agreement with the Client in case of abuse as named in the previous paragraph and/or potential criminal offences by the Client.
5. The Client will refrain from inflicting any damage or actions that it may reasonably suspect will cause damage

to other clients of ALTA-ICT or the servers. If the Client sends spam, and has been repeatedly warned about this, and is temporarily suspended, ALTA-ICT has the right to permanently deny the Client access, without compensation. As a result, the Client can only use its email when an external email service is purchased that ALTA-ICT can link to the domain name or website. The removal of email from the purchased (hosting) package for this reason does not result in a price reduction.

6. The Client will indemnify ALTA-ICT for any damage resulting from the above. ALTA-ICT will not be liable for any damage suffered by the Client as a result of its actions.
7. The Client is prohibited from reselling and/or renting out the Services unless explicitly agreed otherwise.
8. ALTA-ICT may set a maximum on the amount of storage space that the Client may use under the services. If this maximum is exceeded, ALTA-ICT is authorised to charge an additional amount. No liability exists for consequences of not being able to send, receive, store or modify data if an agreed storage space limit has been reached.
9. In case of extreme data traffic, ALTA-ICT is entitled at its discretion to temporarily take down the Client's website. This includes DDoS attacks, brute force attacks, overloading of the server or if the Client otherwise causes inconvenience to the server of ALTA-ICT.
10. In addition to the obligations under the law, damage resulting from incompetence or failure to act in accordance with the above points will be at the expense and risk of the Client.

Article 15 - Connectivity

1. Each month, the Client's actual data consumption will be reviewed. If the actual usage differs from the expected usage, the scope of the purchased service may be adjusted. An increase will be implemented immediately. A reduction will only be implemented at the end of the term of this Agreement..
2. Data traffic is not transferable to the next month and/or other equipment, unless otherwise agreed.
3. Data traffic means all network traffic generated by the Client, incoming and outgoing. Incoming and outgoing traffic are added together to calculate data traffic. This also includes email traffic.
4. ALTA-ICT may set a maximum on the amount of data traffic per month that the Client may use under the services. If this maximum is exceeded, ALTA-ICT is authorised to charge an additional amount in accordance with the amounts for additional data traffic stated on the Website. No liability exists for consequences of inability to send, receive, store or modify data if an agreed data traffic limit is reached.

Article 16 - Notice and Takedown

If and to the extent there is an infringement of rights of ALTA-ICT or third parties and/or unlawful conduct by the Client, ALTA-ICT will be entitled to immediately disconnect that part of the SaaS Services or exclude the use by the Client. ALTA-ICT will remove any infringing/harmful information immediately. As a result, the Client may be unable to use or not fully use the SaaS Services of ALTA-ICT. Under no circumstances will ALTA-ICT be liable for the damage suffered of any nature whatsoever as a result of the (temporary) disconnection of the SaaS Services and/or the removal or transmission of the data placed by the Client.

Article 17 - Management and Set-Up of Microsoft Office 365

1. As part of the Services, ALTA-ICT may manage and set up the Client's Microsoft Office 365 environment on behalf of the Client. If it has been agreed that ALTA-ICT will perform such management and set-up, the Client will provide its full cooperation, as well as access to its account and all codes and login details required for that purpose on ALTA-ICT's first request, unless otherwise agreed.

2. The scope of management and set-up only extends to what has been explicitly agreed by the Parties. All changes or the otherwise implementation of improvements on the part of ALTA-ICT will be proposed to the Client in so far as ALTA-ICT considers the implementation of these changes to be in the interest of the Client.

3. If, in the opinion of ALTA-ICT, the work goes beyond its Services, it will be entitled to engage a third party for such work or provide mediation between the Client and a third party for the purpose of performing the Services. Notwithstanding the agreed Services of ALTA-ICT, the Client always has an independent responsibility for the use of the Microsoft Office 365 environment. If third-party licences are required for use, the Client will purchase such licences and ensure that the provisions contained therein are strictly complied with.

4. For the implementation of the management and/or set-up of the Microsoft Office 365 environment, ALTA-ICT may also depend on the guidelines, rules and policies of third parties. These services are therefore performed subject to the restrictions set by the relevant parties.

5. If the Client itself wishes to make interim changes to the management and/or set-up of the Microsoft Office 365 environment or has such changes carried out by third parties, it will first consult with ALTA-ICT before these changes are implemented. For all consequences of changes or adjustments at the initiative of the Client that have not been explicitly approved by ALTA-ICT in advance or to which it has otherwise agreed in advance, the Client will be responsible. Any harmful consequences due to aforementioned changes or adaptations will not be a ground for liability of ALTA-ICT.

6. If the Services of ALTA-ICT involve Microsoft backup and restore, ALTA-ICT is not responsible for the loss of (data) files.

Article 18 - (Online) Marketing

1. ALTA-ICT does not guarantee results regarding the provision of marketing services. ALTA-ICT only applies a certain strategy that has generated results in the past. Nor can ALTA-ICT make any commitments in this regard but ALTA-ICT will endeavour to obtain an improved position for the Client in Google or other visibility.

2. If ALTA-ICT sets up SEO on behalf of the Client, the budget for SEO is determined by the Client. If the Client requires more work than is possible based on the current rate, more costs will be charged for this. Such services within the scope of SEO will be clearly recorded in writing. The Client may provide content and/or information for this purpose.

3. ALTA-ICT can provide SEO texts for the Client. ALTA-ICT uses its own approach and style with regard to SEO services. If the Client has agreed to the performance of SEO services by ALTA-ICT, the Client has also agreed to the approach used by ALTA-ICT and the texts prepared by ALTA-ICT. The Client will make further agreements with ALTA-ICT in this regard.

4. The performance of SEO services is further subject to guidelines, rules and policies of third parties such as e.g. Google. The services are performed by ALTA-ICT subject to the restrictions set by the relevant third parties. If agreed, the Client must first give their permission before the advertisement can be drafted and/or placed.

Article 19 - Additional Work and Amendments

1. If during the performance of the Agreement it appears that the Agreement needs to be amended, or additional work is required at the request of the Client to achieve the desired result, the Client is obliged to reimburse this additional work according to the agreed rate. ALTA-ICT is not obliged to comply with this request, and may require the Client to enter into a separate Agreement for that purpose and/or refer to an authorised third party.

2. If the additional work is the result of negligence on the part of ALTA-ICT, ALTA-ICT made a wrong estimate or could have reasonably foreseen the work in question, such costs will not be passed on to the Client.

Article 20 - Rates and Payment

1. In het geval van een hackingincident, een datalek of andere beveiligingsgerelateerde verstoringen, biedt ALTA-ICT op verzoek van Opdrachtgever ondersteuning bij het herstel van de schade en het herstellen van de getroffen diensten, voorzover ALTA-ICT dat kan realiseren. ALTA-ICT is nooit verplicht om aan een verzoek van Opdrachtgever te voldoen.
2. De herstelwerkzaamheden worden uitgevoerd volgens het uurtarief dat partijen hebben afgesproken. Voorafgaand aan de herstelwerkzaamheden communiceert ALTA-ICT wat de verwachte kosten zijn. Hier kan een opdrachtgever overigens geen rechten aan ontlelen. Bij een spoedverzoek door Opdrachtgever rekent ALTA-ICT een spoedtarief dat afwijkt van de normaal geldende tarieven.
3. ALTA-ICT is niet aansprakelijk voor directe en/of indirecte schade die het gevolg is van een hackingincident, een datalek of andere beveiligingsgerelateerde verstoringen.
4. De herstelwerkzaamheden bieden geen garantie dat Opdrachtgever in de toekomst geen schade meer lijdt dan wel dat toekomstige hackingincidenten, datalekken of andere beveiligingsgerelateerde verstoringen worden voorkomen.
5. De Opdrachtgever is verplicht om ALTA-ICT volledige medewerking te verlenen om het incident te kunnen onderzoeken en aan te pakken. Hieronder wordt ook verstaan het toegang verschaffen van toegang tot de systemen van Opdrachtgever en gegevens.

Article 21 - Incident Recovery

1. All rates are exclusive of sales tax (VAT) unless otherwise agreed.
2. ALTA-ICT performs its Services in accordance with the agreed (hourly) rate. The costs of the work will be calculated afterwards based on hours registered by ALTA-ICT (actual costing).
3. If the Agreement is entered into for a year, this rate can either be paid at once in advance per year or paid monthly.
4. With regard to commuting within the Netherlands, only travel expenses are charged in principle. If the commuting distance exceeds 100 kilometres, accommodation costs may also be charged. Travel expenses and travel time within the Netherlands will only be charged for travel on behalf of the Client. For International travel, accommodation costs will be charged in addition. This Article may only be deviated from if explicitly agreed upon.
5. The Client is obliged to fully reimburse the costs of third parties engaged by ALTA-ICT after approval by the Client unless expressly agreed otherwise.
6. The Parties may agree that the Client should pay an advance. If an advance payment has been agreed, the Client will pay the advance payment before the performance of the Services.
7. The Client cannot derive any rights or expectations from an estimate issued in advance unless the Parties have expressly agreed otherwise.
8. The Client is obliged to pay the agreed rate within the latest payment period of 30 days.
9. ALTA-ICT is entitled to increase the applicable prices and rates annually in accordance with the applicable inflation rates according to the CBS (Dutch Central Bureau of Statistics). Other price changes during the Agreement are only possible if and in so far as they are expressly laid down in the Agreement.
10. The Client shall pay the costs referred to in Article 20 (5) in a lump sum, without set-off or suspension, within the specified payment period of not more than 30 days to the account number and details of ALTA-ICT made known to it.

11. In case of liquidation, insolvency, bankruptcy, involuntary liquidation or petition for payment against the Client, the payment and all other obligations of the Client under the Agreement will become immediately due and payable.

Article 22 - Collection Policy

1. If the Client fails to meet its payment obligation, and has not fulfilled its obligation within the payment term set, the Client will be in default by operation of law.
2. From the date that the Client is in default, ALTA-ICT will be entitled without further notice of default to statutory commercial interest from the first day of default until full payment, and compensation of extrajudicial costs in accordance with Section 6:96 of the Dutch Civil Code to be calculated in accordance with the graduated scale from the Dutch Extrajudicial Collection Costs Decree (*Besluit vergoeding voor buitengerechtelijke incassokosten*) of 1 July 2012.
3. If ALTA-ICT has incurred more or higher costs which are reasonably necessary, these costs will be eligible for reimbursement. The integral judicial and execution costs incurred will also be borne by the Client.

Article 23 - Privacy, Data Processing and Security

1. ALTA-ICT will treat the Client's business or personal data with care and will only use them in accordance with applicable laws and regulations.
2. The Client is solely responsible for the processing of data processed using a Service of ALTA-ICT. The Client also guarantees that the content of the data is not unlawful and does not infringe any third-party rights. In this context, the Client indemnifies ALTA-ICT against any (legal) claim related to these data or the performance of the Agreement.
3. If under the Agreement ALTA-ICT is required to provide security of information, such security will comply with the agreed specifications and a level of security that, given the state of the art, the sensitivity of the data, and the associated costs, is not unreasonable.
4. ALTA-ICT will make efforts to implement security measures in accordance with the latest technological standards. However, ALTA-ICT is not liable for damages resulting from data breaches, hacking, or cyberattacks that fall outside its direct control. The Client is required to take additional measures, such as (but not limited to) obtaining cyber insurance or implementing backup solutions.

Article 24 - Suspension and Dissolution

1. ALTA-ICT is entitled to retain the data, data files, models and more received or realised by it if the Client has not yet (fully) complied with its payment obligations. This right will remain in full force and effect if a valid reason arises for ALTA-ICT which justifies suspension in that case.
2. ALTA-ICT will be entitled to suspend the performance of its obligations as soon as the Client is in default in the performance of any obligation under the Agreement, including late payment of its invoices. The suspension will immediately be confirmed to the Client in writing.
3. In that case, ALTA-ICT will not be liable for any damage, on any account, as a result of the suspension of its work.
4. The suspension (and/or termination) will not affect the Client's payment obligations for work already performed. Furthermore, the Client will be obliged to compensate ALTA-ICT for any financial loss suffered by ALTA-ICT as a result of the Client's default.

Article 25 - Force Majeure

1. ALTA-ICT will not be liable if it cannot fulfil its obligations under the Agreement as a result of force majeure.

2. Force majeure on the part of ALTA-ICT will mean in any case, but is not limited to: (i) force majeure of suppliers of ALTA-ICT, (ii) failure to properly fulfil obligations of suppliers prescribed or recommended to ALTA-ICT by the Client or its third parties, (iii) inadequacy of software or any third parties involved in the performance of the Service, (iv) government measures, (v) failure of electricity, internet, data network and/or telecommunication facilities, (vi) illness of employees of ALTA-ICT or consultants and third parties engaged by it and (vii) other situations which in the opinion of ALTA-ICT are beyond its control that temporarily or permanently prevent the performance of its obligations.

3. In case of force majeure, both Parties have the right to dissolve the Agreement in whole or in part if the force majeure has lasted more than 1 (one) month. All costs incurred by ALTA-ICT prior to the dissolution of the Agreement will in that case be paid by the Client. ALTA-ICT will not be obliged to compensate the Client for any losses caused by such dissolution.

4. If ALTA-ICT has already partially fulfilled its obligations when the force majeure occurs, or can only partially fulfil its obligations, it will be entitled to separately invoice the part already delivered or the deliverable part, as the case may be, and the Client will be obliged to pay this invoice. However, this does not apply if the part already delivered and/or deliverable part has no independent value.

Article 26 - Limitation of Liability

1. If there is an attributable failure of ALTA-ICT, ALTA-ICT will only be liable to pay any damages if the Client has given ALTA-ICT notice of default within 14 days of discovery of the failure and ALTA-ICT has not subsequently remedied such failure within a reasonable period. The notice of default will be in writing and contain a detailed description/substantiation of the shortcoming to enable ALTA-ICT to respond adequately.

2. If the performance of services by ALTA-ICT leads to liability of ALTA-ICT, such liability will be limited to the direct damage suffered by the Client unless the damage is the result of intent or recklessness on the part of ALTA-ICT. Direct damage means: reasonable costs incurred to limit or prevent direct damage, the determination of the cause of damage, the direct damage, the liability and the manner of recovery.

3. ALTA-ICT's liability will at all times be limited to the maximum amount paid by its insurance company per event per year.

4. ALTA-ICT expressly excludes all liability for consequential damage. ALTA-ICT will not be liable for consequential damage, indirect damage, business damage, loss of profit and/or losses suffered, missed savings, damage due to business stagnation, asset losses, delay damage, interest damage and immaterial damage.

5. The Client will indemnify ALTA-ICT for all third-party claims resulting from a defect as a consequence of a service provided by the Client to a third party that partly consisted of services provided by ALTA-ICT, unless the Client can prove that the damage was exclusively caused by ALTA-ICT's services.

6. Any advice given by ALTA-ICT (including: plan of action, design, planning and/or reporting) based on incomplete and/or incorrect information provided by the Client will never constitute grounds for liability of ALTA-ICT. The content of the given advice of ALTA-ICT is not binding and only advisory in nature. The Client decides and is responsible for whether it follows the proposals and advice of ALTA-ICT mentioned herein. All consequences resulting from following the advice are at the expense and risk of the Client. The Client is at all times free to make its own choices that deviate from the advice (given) by ALTA-ICT. ALTA-ICT is not bound to any form of refund if this is the case.

7. If a third party is engaged by or on behalf of the Client, ALTA-ICT will never be liable for the actions and advice of the third party engaged by the Client as well as the processing of results (of drafted advice) of the third party engaged by the Client in the advice of ALTA-ICT.

8. ALTA-ICT will never be liable for errors and/or irregularities in the functionality of Microsoft Office 365 and will not be liable for the unavailability of the Microsoft Office 365 services for any reason whatsoever (also including any plug-ins and links of (services of) third parties engaged by ALTA-ICT).

9. ALTA-ICT will not be liable for damage caused as a result of, or in connection with changes made or work done in or to the Microsoft Office 365 services. The Client is further responsible and liable for the use of Microsoft Office 365.

10. ALTA-ICT does not guarantee the correct and complete transmission of the content of and email sent by/on behalf of ALTA-ICT, nor its timely receipt.

Article 27 - Confidentiality

1. ALTA-ICT and the Client undertake to keep confidential all confidential information obtained in the context of an order. Confidentiality arises from the order and must also be assumed if confidential information can reasonably be expected. Confidentiality will not apply if the relevant information is already public/general knowledge, the information is not confidential and/or the information has not been disclosed to ALTA-ICT during the term of the Agreement with the Client and/or otherwise obtained by ALTA-ICT.

2. In particular, confidentiality relates to advice, reports, designs and/or working methods prepared by ALTA-ICT concerning the Client's order. The Client is expressly prohibited from sharing the contents thereof with employees who are not authorised to take cognisance thereof and with (unauthorised) third parties. Furthermore, ALTA-ICT will always exercise due care in handling all business-sensitive information provided by the Client.

3. If ALTA-ICT is obliged on the basis of a statutory provision or a judicial decision to (communicate) the confidential information to a third party designated by law or a competent court and ALTA-ICT cannot invoke a right to privilege, ALTA-ICT will not be obliged to pay any damages and will not give the Client any ground to dissolve the Agreement.

4. The transfer or disclosure of information to third parties and/or publication of statements, advice or productions provided by ALTA-ICT to third parties will require the written consent of ALTA-ICT, unless such consent is expressly agreed in advance. The Client will indemnify ALTA-ICT for all claims by such third parties resulting from reliance on such information disclosed without ALTA-ICT's written consent.

5. The confidentiality obligation will also be imposed on third parties to be engaged by ALTA-ICT and the Client .

6. Violation of this Article will result in an immediately payable fine of EUR 15,000, as well as EUR 1,500 for each day that the violation continues. This is without prejudice to ALTA-ICT's right to claim additional damages.

Article 28 - Intellectual Property Rights

1. All IP rights of Microsoft Office 365 or other third parties engaged by both the Client and ALTA-ICT will be held exclusively by Microsoft Office 365 or other third parties and will not be transferred to the Client.
2. The IP rights of the (visual) designs of the websites, strategies, advice and more are vested in ALTA-ICT and will not be transferred to the Client unless the Parties expressly agree otherwise and the Client has paid a monetary compensation to ALTA-ICT to that effect.
3. The Client is prohibited from disclosing and/or reproducing, modifying, copying or making available to third parties (including use with commercial purposes) all documents and software subject to the IP rights and copyrights of ALTA-ICT or Microsoft Office 365 or other third parties without the express prior written consent of ALTA-ICT or Microsoft Office 365.
4. The Client acquires a limited right to use Microsoft Office 365 within the limitations of the Microsoft Office 365 licence agreement. The Client is free to make changes to the software developed by ALTA-ICT. Changes are expressly at the Client's expense and risk.
5. The Client is prohibited from using the items and records subject to the intellectual property rights of ALTA-ICT and Microsoft Office 365 and other third parties other than as agreed in the relevant Agreement or the (licence) agreement between the Client and Microsoft Office 365 or others.
6. The Parties will inform each other and take joint measures if infringements of ALTA-ICT's IP rights occur. If infringements of the IP rights of Microsoft Office 365 occur, the Client will act in accordance with the terms and conditions and the (licence) agreement of Microsoft Office 365. ALTA-ICT is expressly not involved in this.
7. Any infringement by the Client on the IP rights (and copyrights) of ALTA-ICT, will be fined with a one-off fine in the amount of EUR 25,000 (in words: twenty-five thousand euros) and a fine of EUR 5,000 (in words: five thousand euros) for each day that the infringement continues. This is without prejudice to ALTA-ICT's right to claim the actual damage suffered instead of the penalty if this exceeds the penalty amount.

Article 29 - Indemnity and Accuracy of Information

1. The Client is responsible for the accuracy, reliability and completeness of all data, information, documents and/or records, in any form whatsoever that it provides to ALTA-ICT in the context of an Agreement, as well as data obtained from third parties and provided to ALTA-ICT for the purposes of the performance of the services.
2. The Client will indemnify ALTA-ICT from any liability pursuant to failure to comply with the obligations relating to the timely provision of all accurate, reliable and complete data, information, documents and/or records.
3. The Client will indemnify ALTA-ICT for all claims by the Client and third parties engaged or employed by it, as well as by customers of the Client, based on the failure to obtain or obtain on time any consents required in the context of the performance of the Agreement.
4. The Client will indemnify ALTA-ICT against any third-party claims arising from the work performed for the benefit of the Client, also including but not limited to intellectual property rights on the data and information provided by the Client that may be used in the performance of the Agreement and/or the Client's acts or omissions towards third parties.
5. If the Client provides electronic files, software or data carriers to ALTA-ICT, the Client guarantees that they are free of viruses and defects.
6. The Client will indemnify ALTA-ICT from all claims by Microsoft Office 365 or other third parties as a result of developing and/or setting up Microsoft Office 365 for the benefit of the Client.

Article 30 - Complaints

1. If the Client is not satisfied with the service of ALTA-ICT or otherwise has complaints about the execution of its order, the Client is obliged to report these complaints as soon as possible, but at the latest within 7 calendar days after the relevant occasion that led to the complaint. Complaints can be reported in writing at compliant@alta-ict.nl with the subject "Complaint".
2. The complaint must be sufficiently substantiated and/or explained by the Client for ALTA-ICT to handle the complaint.
3. ALTA-ICT will respond substantively to the complaint as soon as possible, but no later than 7 calendar days after receipt of the complaint.
4. The Parties will try to reach a solution jointly.

Article 31 - Applicable Law

1. The legal relationship between ALTA-ICT and the Client is governed by Dutch law.
2. ALTA-ICT is entitled to amend these General Terms and Conditions and will notify the Client accordingly. In case of translations, the Dutch text of these General Terms and Conditions will prevail.
3. All disputes arising from or in connection with the Agreement between ALTA-ICT and the Client will be settled by the competent court of the District Court of Amsterdam (Amsterdam location) unless provisions of mandatory law designate another competent court.

Amsterdam, 29 January 2025