

Skuridat General Terms & Conditions

Effective Date: 1 November 2025

Chapter 1. General Provisions

Article 1 – Applicability of Terms and Conditions

1.1 These general terms apply to all offers and agreements where the supplier provides goods and/or services of any kind to the customer.

1.2 Deviations or additions are only valid if agreed in writing by both parties.

1.3 The customer's own terms and conditions are explicitly rejected.

1.4 If the supplier provides third-party products or services, their terms (e.g., licenses or sale conditions) apply between supplier and customer, overriding conflicting terms in these conditions—provided the supplier has informed the customer and allowed access to those terms. If the customer qualifies under Article 6:235(1) or (3) BW, they cannot claim a breach if the supplier fails to meet this obligation.

1.5 If third-party terms do not apply for any reason, these terms apply in full.

1.6 If a provision is void or annulled, the rest remains in force. The parties will then agree on a replacement provision reflecting the original intent.

1.7 In case of conflict between these terms and specific agreements, these terms prevail unless expressly and specifically waived in writing. Between chapters, earlier provisions prevail unless stated otherwise.

Article 2 – Offers

2.1 All offers and statements from the supplier are non-binding unless stated

otherwise in writing. The customer is responsible for the accuracy of any data used by the supplier to prepare an offer, excluding obvious errors.

Article 3 – Price and Payment

3.1 All prices are exclusive of VAT and government levies, stated in euros, and payable in euros.

3.2 Estimates or budgets do not bind the supplier unless explicitly agreed in writing. Customer budgets are only binding if confirmed as a fixed price in writing.

3.3 If multiple legal or natural persons are party to the agreement, they are jointly liable.

3.4 The supplier's records are conclusive regarding delivered services and amounts owed, unless the customer provides counterevidence.

3.5 For recurring payments, the supplier may adjust rates with written notice. If no index or method is agreed, changes require three months' notice. The customer may cancel the agreement within 30 days if they object to the change.

3.6 Invoicing dates are specified in the agreement. Payments must be made according to the agreed or invoiced terms. The customer may not suspend or offset payments.

3.7 Late payments incur statutory interest without notice. If unpaid after a reminder, the claim may be handed over for collection, with the customer liable for all reasonable (external) costs. This does not limit other supplier rights.

Article 4 – Duration of the Agreement

4.1 If the agreement is a continuing performance contract, it applies for the agreed term or, if unspecified, one year.

4.2 Fixed-term agreements automatically renew for the original term (up to one year),

unless either party terminates in writing with at least three months' notice before the current term ends.

Article 5 – Confidentiality

5.1 Both the customer and the supplier shall keep confidential all information received from the other party that is known or reasonably should be known to be confidential. This obligation does not apply where disclosure is required by law, court order, government mandate, or necessary for proper performance of the agreement. Confidential information may only be used for its intended purpose. Any information marked as confidential is deemed confidential in all cases.

5.2 The customer acknowledges that all software provided by or through the supplier is confidential and contains trade secrets of the supplier, its suppliers, or the software producer.

Article 6 – Privacy and Data Processing

6.1 If relevant to the agreement, the customer shall inform the supplier in writing of its compliance with data protection laws upon request.

6.2 The customer indemnifies the supplier against claims from individuals whose personal data is processed under the customer's responsibility, unless the supplier is at fault.

6.3 The customer is responsible for any data processed using the supplier's services and guarantees that such use is lawful and does not infringe third-party rights. The customer indemnifies the supplier against related third-party claims.

6.4 If the supplier processes the customer's data or user information under legal obligation or government request, the related costs may be charged to the customer.

6.5 If the supplier acts as a data processor under applicable law, Chapter 2 ('Standard Clauses for Processing') also applies.

Article 7 – Security

7.1 If the agreement includes security obligations, the supplier shall implement them according to the written specifications. If no specific measures are defined, the supplier shall provide a reasonable level of security based on current technology, cost, context, and foreseeable risks. The supplier does not guarantee security will be effective in all cases.

7.2 Access codes, certificates, and other security credentials provided by the supplier are confidential and may only be shared with authorized personnel. The supplier may change these credentials. The customer is responsible for managing access rights, including issuing and revoking codes.

7.3 If security services involve third-party software, infrastructure, or hardware not provided by the supplier, the customer ensures all necessary rights are obtained. The supplier is not liable for issues arising from such use. The customer indemnifies the supplier against related claims.

7.4 The supplier may modify, enhance, or replace its security measures at any time to maintain or improve the overall level of security, to comply with legal or regulatory changes, or to address emerging risks and vulnerabilities. Where such updates materially affect system configuration, interoperability, or customer compliance obligations, the supplier shall inform the customer without undue delay.

7.5 The customer must maintain appropriate security for its own systems and infrastructure.

7.6 The supplier may issue security instructions to prevent or mitigate incidents. If the customer fails to follow them, the supplier is not liable, and the customer

indemnifies the supplier for resulting damage.

7.7 The supplier may implement technical and organizational protections for its products and services, including access restrictions. The customer may not remove or bypass such measures.

Article 8 – Retention of Ownership and Rights; Suspension

8.1 All delivered goods remain the supplier's property until the customer has paid all amounts owed. A reseller may sell goods under retention of title only as part of normal business operations.

8.2 If goods are intended for export, the legal consequences of the supplier's retention of title are governed by the destination country's law, provided it offers more favorable terms for the supplier.

8.3 Rights are granted or transferred to the customer only after full payment of all amounts due.

8.4 The supplier may retain data, documents, or software created or provided under the agreement until the customer has paid in full, even if delivery was otherwise agreed.

Article 9 – Transfer of Risk

9.1 The risk of loss, theft, damage, or destruction of any goods, data, software, or documentation provided under this Agreement shall pass to the Customer upon delivery to, or control by, the Customer or its designated representative.

Article 10 – Intellectual Property

10.1 All intellectual property rights to software, websites, data files, equipment, training and testing materials, documentation, and other items developed or provided under the agreement remain with the supplier, its licensors, or its suppliers. The customer receives only those usage rights explicitly granted in the agreement, these terms, or by law. These

rights are non-exclusive, non-transferable, non-pledgeable, and non-sublicensable.

10.2 Any transfer of intellectual property rights must be explicitly agreed in writing. Even after such transfer, the supplier retains unrestricted rights to use underlying components—such as designs, algorithms, protocols, and general ideas—for itself or others. The transfer does not limit the supplier's right to develop similar or derivative works.

10.3 The customer may not remove or alter copyright notices, trademarks, or other IP-related identifiers from supplied materials.

10.4 The supplier indemnifies the customer against third-party claims alleging that supplier-developed materials infringe IP rights, provided the customer promptly notifies the supplier and cooperates fully. This indemnity excludes claims related to (i) materials provided by the customer, or (ii) customer-made modifications without the supplier's consent. If infringement is confirmed or reasonably feared, the supplier will aim to ensure continued use or offer an equivalent solution. No broader indemnity is offered.

10.5 Each party warrants that materials, data, or content it provides do not infringe the rights of third parties and shall indemnify the other against related claims, damages, and costs. Both parties shall take reasonable measures to respect and protect each other's intellectual property, trade secrets, and confidential information in connection with this agreement.

10.6 The supplier is never obliged to perform data conversion unless expressly agreed in writing with the customer.

10.7 The supplier is entitled to use the customer's name, logo, or brand in its external communications, reference lists, and marketing materials to indicate the customer as a client, provided such use is fair and does not misrepresent the

relationship. The customer may reasonably object in writing at any time, upon which the supplier will cease or adjust such use as soon as practicable.

Article 11 – Performance of Services

11.1 The supplier shall perform the services with due care, professional diligence, and in accordance with generally accepted industry standards and practices applicable to comparable cybersecurity and information technology services. Where applicable, performance shall also adhere to written agreements and documented procedures made with the customer. All services are performed under a best-efforts obligation, unless the agreement explicitly specifies a result and describes that result in sufficient, objective detail.

11.2 The supplier is not liable for damage or costs resulting from the use or misuse of access or identification codes, certificates, or other security means, unless the misuse is a direct result of intent or deliberate recklessness by the supplier's executive management.

11.3 If the agreement was made with a view to performance by a specific individual, the supplier is always entitled to replace that person with one or more persons of the same and/or similar qualifications.

11.4 The supplier is not obliged to follow the customer's instructions when performing services, especially if such instructions alter or supplement the nature or scope of the agreed services. However, if such instructions are followed, the related work will be compensated in accordance with the supplier's usual rates.

Article 12 – Information- and Other Cooperation Obligations

12.1 The parties acknowledge that successful ICT services rely on timely and effective cooperation. The customer shall provide all reasonably required assistance without delay.

12.2 The customer is responsible for the accuracy and completeness of all data, information, designs, and specifications it provides. The supplier will notify the customer of any apparent errors it identifies.

12.3 The customer shall designate one or more qualified contact persons to represent them during the supplier's work.

12.4 The customer assumes responsibility for selecting the appropriate goods or services. Performance requirements must be complete and accurate. Any specifications in marketing materials or documentation are non-binding unless explicitly confirmed by the supplier.

12.5 Personnel or agents used by the customer will be sufficiently qualified. If the supplier works on-site, the customer shall provide suitable facilities, including workspace and network access. The supplier is not liable for issues caused by deficient customer facilities unless due to willful misconduct or gross negligence by the supplier's senior management.

12.6 The customer must ensure all facilities meet legal standards and indemnifies the supplier against third-party claims arising from unsafe or non-compliant conditions. The customer must inform supplier staff of applicable house and security rules in advance.

12.7 The customer is responsible for system configuration, correct use, user training, and how results from the supplier's products or services are applied.

12.8 The customer shall provide and maintain the necessary infrastructure and software, including setup, updates, and ensuring compatibility with other systems.

Article 13 – Project and Steering Committees

13.1 When both parties participate with one or more of their appointed staff in a project or steering committee, information shall be

exchanged in the manner agreed upon for the project or steering committee.

13.2 Committee decisions bind the supplier only if made according to written agreements or confirmed in writing by the supplier. The supplier is not obliged to accept decisions that conflict with the agreement or its proper execution.

13.3 The customer guarantees that the individuals appointed by them to participate in a project or steering committee are authorized to make decisions binding on the customer.

Article 14 – Deadlines

14.1 The supplier will make reasonable efforts to meet agreed delivery or completion dates, which are considered target dates unless explicitly stated otherwise.

14.2 If a delay is expected, the parties will consult on the implications for the project timeline.

14.3 Even with agreed deadlines, the supplier is only in default after receiving a written notice of default specifying the failure and granting a reasonable remedy period.

14.4 If the work is divided into phases, the supplier may delay a new phase until the customer approves the prior one in writing.

14.5 The supplier is not bound to deadlines if the agreement scope changes (e.g., additional work) or if the customer fails to meet their obligations. Additional work is never grounds for termination by the customer.

Article 15 – Termination and Cancellation

15.1 Either party may terminate the agreement for an attributable breach only after a detailed written notice of default with a reasonable remedy period, and only if the breach concerns essential obligations. For

the customer, this includes payment and cooperation duties.

15.2 If the customer has already received performance at the time of termination, this remains payable unless the supplier failed materially. Pre-termination invoices for properly delivered services remain due.

15.3 Open-ended agreements may be terminated in writing by either party with reasonable notice after proper consultation. The supplier owes no compensation for such termination.

15.4 The customer is not entitled to terminate early a fixed-term service agreement or an agreement that ends upon completion.

15.5 Either party may immediately terminate the agreement in writing if the other is granted suspension of payment, declared bankrupt, or ceases business (except in a merger or reorganization). The supplier may also terminate if control over the customer changes. No refunds or damages are due from the supplier in such cases. Bankruptcy of the customer automatically ends their right to use the supplier's services.

Article 16 – Liability of the Supplier

16.1 The supplier's total liability for an attributable failure or any other legal ground, including breach of warranty or indemnity, is limited to what is set out in this article.

16.2 Liability for direct damages is capped at the contract price (excluding VAT). For continuing agreements over one year, the cap is the total annual fee. In all cases, total liability for direct damages is limited to €500,000.

16.3 Liability for death, personal injury, or material property damage is limited to €1,250,000.

16.4 The supplier is not liable for indirect or consequential damages, including lost

profits, missed savings, loss of goodwill, business interruption, third-party claims, or damage from use of third-party software or suppliers designated by the customer. The supplier is also not liable for corruption, destruction, or loss of data or documents.

16.5 These limitations supplement any other liability exclusions or limits in these terms.

16.6 The limits in Articles 16.2 to 16.5 do not apply in cases of intent or deliberate recklessness by the supplier's executive management.

16.7 Unless performance is permanently impossible, the supplier is only liable after the customer issues a written notice of default, describing the failure in detail and allowing a reasonable remedy period, which lapses without resolution.

16.8 To claim compensation, the customer must report damage in writing as soon as possible. Claims expire after 24 months unless legal proceedings are started within that period.

16.9 The customer indemnifies the supplier against product liability claims from third parties involving customer-delivered products containing supplier components, unless the damage was caused by those components.

16.10 All limitations and exclusions in this article also benefit the supplier's affiliates, subcontractors, and personnel involved in performing the agreement.

Article 17 – Force Majeure

17.1 Neither party shall be liable for any failure to perform its obligations, including any statutory or contractual warranties, if such failure results from force majeure. For the supplier, force majeure includes, but is not limited to: (i) force majeure affecting its suppliers; (ii) non-performance by suppliers prescribed by the customer; (iii) defects in third-party goods, software, or materials

mandated by the customer; (iv) government actions; (v) power outages; (vi) internet, network, or telecom disruptions; (vii) cybercrime, cyber vandalism, war, or terrorism; and (viii) general transport disruptions.

17.2 If a force majeure event lasts longer than sixty (60) days, either party may terminate the agreement in writing. In such case, any services already provided will be settled proportionally, and no further compensation or damages shall be owed by either party.

Article 18 – Service Level Agreement

18.1 Any agreements concerning a service level (Service Level Agreement) shall only be valid if explicitly agreed upon in writing. The customer shall promptly inform the supplier of all circumstances that affect or may affect the service level and its availability.

18.2 If service level agreements have been made, the availability of software, systems, and related services shall always be measured excluding any scheduled downtime announced in advance by the supplier for preventive, corrective, or adaptive maintenance or other forms of service, as well as excluding any circumstances beyond the supplier's control. Unless the customer provides counterevidence, the availability measured by the supplier shall serve as conclusive evidence.

Article 19 – Backup

19.1 If the services provided to the customer under the agreement include making backups of the customer's data, the supplier shall make a full backup of the data in its possession in accordance with the written agreement, or—if no such agreement exists—once per week. If no retention period has been agreed, the supplier will store the backup for the period it customarily applies. The supplier shall handle the backup with due care as a prudent administrator.

19.2 The customer remains responsible for compliance with all legal obligations regarding administration and data retention applicable to them.

Article 20 – Changes and Additional Work

20.1 If the supplier, at the customer's request or with prior written consent, performs work outside the agreed scope, the customer shall pay the agreed or, failing that, the supplier's standard rates. Such requests are binding only after written confirmation by both parties. The supplier may decline or require a separate agreement defining scope and terms. Work performed without the customer's prior written consent or knowledge is at the supplier's own risk and not payable by the customer.

20.2 The customer acknowledges that changes and additional work may result in revised delivery timelines and deadlines. The supplier shall notify the customer in writing of any new or revised delivery dates or deadlines resulting from such changes. Upon such notification, the newly specified delivery dates or deadlines shall replace the previous ones.

20.3 If a fixed price was agreed for the agreement, the supplier shall, upon request, inform the customer in writing of the financial consequences of the additional work or services referred to in this article. This written notice shall also include, where relevant, the estimated impact on the agreed delivery timelines.

Article 21 – Transfer of Rights and Obligations

21.1 The customer shall never sell, transfer, or pledge the rights and obligations they have under an agreement to a third party.

21.2 The supplier is entitled to sell, transfer, or pledge its claims for payment to a third party.

Article 22 – Applicable Law and Disputes

22.1 All agreements between the supplier and the customer are governed exclusively by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (1980, CISG) is expressly excluded.

22.2 Any disputes arising out of or related to the agreement, including any subsequent agreements resulting therefrom, shall be submitted to the competent civil court in the Netherlands. If the dispute falls within the jurisdiction of the subdistrict court, the matter shall be brought before the competent subdistrict court.

22.3 Before initiating court proceedings, the parties shall make reasonable efforts to resolve the dispute through consultation.

Chapter 2 – Standard Clauses for Processing

Article 23 – General

23.1 The supplier processes personal data on behalf of the customer in accordance with the written instructions agreed upon between the supplier and the customer.

23.2 The customer, or their client, is the data controller as defined under the GDPR, holds control over the processing of personal data, and has determined the purposes and means of processing the personal data.

23.3 The supplier is a processor under the GDPR and therefore does not control the purposes and means of the personal data processing and does not make decisions regarding, among other things, the use of the personal data.

23.4 The supplier implements the GDPR as outlined in this chapter Standard Clauses for Processing and in the agreement. It is the customer's responsibility to assess, based on this information, whether the supplier offers adequate guarantees regarding the

implementation of appropriate technical and organizational measures so that the processing complies with the requirements of the GDPR and sufficiently safeguards the rights of data subjects.

23.5 The customer warrants to the supplier that they act in accordance with the GDPR, that their systems and infrastructure are at all times adequately secured, and that the content, use, and/or processing of personal data is lawful and does not infringe upon any third-party rights.

23.6 The customer is not entitled to recover any administrative fine imposed on them by a supervisory authority from the supplier, on any legal basis. In this chapter, 'supervisory authority' refers to a supervisory body as defined in the GDPR.

Article 24 – Security

24.1 The supplier implements the technical and organizational security measures as described in the agreement. In implementing these measures, the supplier has taken into account the state of the art, the implementation costs of the measures, the nature, scope, and context of the processing, the nature of its products and services, the risks associated with the processing, and the various risks to the rights and freedoms of data subjects, as could reasonably be expected by the supplier based on the intended use of its products and services.

24.2 Unless explicitly stated otherwise in the agreement, the supplier's product or service is not designed for processing special categories of personal data or data relating to criminal convictions or offenses.

24.3 The supplier aims to ensure that the security measures it implements are appropriate for the intended use of the product or service by the supplier.

24.4 The described security measures provide, in the customer's judgment, and taking into account the factors mentioned in

Article 24.1, a security level that is proportionate to the risk of processing the personal data used or provided by the customer.

24.5 The supplier may make changes to the implemented security measures if, in its opinion, doing so is necessary to maintain an appropriate level of security. The supplier will document significant changes and will inform the customer where relevant.

24.6 The customer may request the supplier to implement additional security measures. The supplier is not obligated to implement such requested changes. The supplier may charge the customer for any costs related to the changes implemented at the customer's request. The supplier is only obligated to implement these additional security measures once they have been expressly agreed upon in writing by both parties.

Article 25 – Personal Data Breaches

25.1 The supplier does not guarantee that security measures are effective in all circumstances. If a personal data breach is identified, the supplier shall notify the customer without undue delay. The method of notification is set out in the agreement; if not specified, the supplier will contact the customer's designated representative using standard communication methods.

25.2 It is the sole responsibility of the data controller (the customer or their principal) to determine whether the breach must be reported to the supervisory authority or affected data subjects. The supplier is not obligated to make such notifications.

25.3 The supplier will, where necessary, provide further details about the breach and cooperate with the customer to support any required notifications.

25.4 The supplier may charge the customer reasonable costs incurred in this context at its prevailing rates.

Article 26 – Confidentiality

26.1 The supplier ensures that individuals under its responsibility who process personal data are bound by a duty of confidentiality.

26.2 The supplier is entitled to disclose personal data to third parties if and insofar as such disclosure is required by court order, a legal provision, an authoritative directive from a government body, or is necessary for the proper performance of the agreement.

Article 27 – Obligations Upon Termination

27.1 Upon termination of the data processing agreement, the supplier shall, within the period specified in the agreement, delete all personal data received from the customer in such a way that it is no longer usable and no longer accessible (render inaccessible), or, if agreed, return it to the customer in a machine-readable format.

27.2 The supplier may charge the customer for any costs incurred in performing the actions set out in Article 27.1. Additional arrangements may be laid down in the agreement.

27.3 The provisions of Article 27.1 do not apply if a legal obligation prevents the supplier from fully or partially deleting or returning the personal data. In such a case, the supplier shall continue to process the personal data only to the extent required by its legal obligations. Article 27.1 also does not apply if the supplier is the data controller under the GDPR with respect to the personal data.

Article 28 – Data Subject Rights, DPIAs, and Audit Rights

28.1 The supplier shall, where possible, cooperate with reasonable requests from the customer related to data subject rights invoked through the customer. If a data subject contacts the supplier directly, the supplier shall, where possible, refer the data subject to the customer.

28.2 If required by the GDPR, the supplier shall assist, upon a reasonable request from the customer, with a Data Protection Impact Assessment (DPIA) or any subsequent prior consultation.

28.3 Upon request, the supplier will provide reasonable proof of compliance (e.g., certifications or audit reports). If concerns remain, the customer may arrange an annual audit by an independent expert at its own cost. The supplier may object to experts who pose a competitive risk and may reject audits that conflict with law or security practices.

28.4 The parties shall consult as soon as possible about the findings in the report. They shall implement the recommended improvements to the extent reasonably expected of them. The supplier shall implement improvements to the extent it deems appropriate, taking into account the processing risks associated with its product or service, the state of the art, implementation costs, the market in which it operates, and the intended use of the product or service.

28.5 The supplier is entitled to charge the customer for any costs incurred in relation to this article.

Article 29 – Sub-processors

29.1 The supplier has specified in the agreement whether and which third parties (sub-processors) it uses to process personal data.

29.2 The customer authorizes the supplier to engage other sub-processors to fulfill its obligations under the agreement.

29.3 The supplier shall inform the customer of any changes to the sub-processors it uses. The customer has the right to object to such changes.

Chapter 3 – Software-as-a-Service (SaaS)

Article 30 – Performance of the SaaS Service

30.1 The supplier provides the SaaS service for the customer's internal use only. Use by third parties is not permitted.

30.2 The supplier may change the content or scope of the SaaS service. If such changes significantly impact customer procedures, the supplier will notify the customer promptly. Costs are borne by the customer, who may terminate the agreement unless the changes stem from legal requirements or are cost-covered by the supplier.

30.3 The supplier may use a new or modified version of the software and is not required to maintain features specific to the customer.

30.4 The supplier may temporarily disable the SaaS service for maintenance or other service activities and will aim to schedule downtime during off-peak hours and keep it brief.

30.5 The supplier is not obliged to provide a physical copy or download of the software.

30.6 Unless agreed otherwise, the customer is responsible for configuring and setting up the service, uploading data, and maintaining their systems and environment.

Article 31 – Warranty

31.1 The supplier does not guarantee uninterrupted or error-free service. It will make reasonable efforts to fix errors in its own software if reported in detail by the customer, potentially postponing fixes until a new release. Errors in third-party software are excluded. The supplier may implement temporary solutions or charge for fixes outside this scope.

31.2 Based on supplier guidance, the customer must assess and manage

operational risks, including data loss. The supplier may support such efforts under agreed financial terms. Data recovery is limited to restoring the most recent backup, if available.

31.3 The supplier does not guarantee timely updates to reflect changes in laws or regulations.

Article 32 – Commencement of the Service; Fees

32.1 The SaaS service begins within a reasonable time after contract signing, starting when access is provided. The customer must ensure it has the necessary infrastructure.

32.2 Fees are as specified in the agreement. If no payment schedule is agreed, charges are due monthly in advance.

Chapter 4 – Advisory and Consultancy

Article 33 – Performance of Advisory and Consultancy Services

51.1 The supplier shall perform advisory and consultancy services independently and at its own discretion, without the customer's supervision.

51.2 No fixed timeline applies, as progress depends on factors such as the quality of information provided by the customer and cooperation from the customer and third parties.

51.3 Services are performed only during the supplier's regular business hours.

51.4 The customer uses any advice or reports at their own risk. The burden of proof for any non-compliance with written agreements or reasonable expectations rests with the customer, without prejudice to the supplier's right to present counterevidence.

51.5 The customer may not disclose or share the supplier's methods, advice, or reports with third parties without prior written consent.

Article 34 – Reporting

34.1 The supplier shall provide progress updates as agreed in writing. The customer shall inform the supplier in advance of relevant factors such as reporting preferences, areas of focus, priorities, available resources, or any special circumstances. The customer is responsible for sharing the supplier's updates internally, evaluating them, and providing feedback.

Article 35 – Compensation

35.1 In the absence of an expressly agreed payment schedule, all fees related to the services provided by the supplier as described in this chapter shall be payable monthly in arrears.

Chapter 5 – Security Assessments

Article 36 – Risk and Liability

36.1 The customer acknowledges that the purpose of a security assessment is to identify vulnerabilities in systems and infrastructure. While the supplier shall exercise due care and avoid unnecessary disruption, the risk of damage – such as data corruption or reduced system availability – cannot be entirely eliminated. The customer shall indemnify the supplier against third-party claims arising from such impact.

36.2 The customer confirms that it has implemented a reliable and restorable backup and that it is able to restore its systems within an acceptable timeframe if needed.

36.3 Distributed Denial-of-Service (DDoS) testing is not included in a security assessment unless explicitly requested and agreed upon in writing.

Article 37 – Warranty Limitation

37.1 The customer understands that any security assessment is a snapshot in time. Such assessments do not guarantee a fully secure environment, and it is possible that vulnerabilities remain undetected or only emerge after the assessment has been performed.

Chapter 6 – Education and Training

Article 38 – Registration and Cancellation

38.1 Registration for a training is made in writing and becomes binding once confirmed by the supplier.

38.2 The customer is responsible for selecting suitable training and ensuring participants meet prerequisites. Lack of prior knowledge does not affect the customer's obligations. Participant substitutions require the supplier's written consent.

38.3 The supplier may cancel, reschedule, or combine training sessions if registration numbers justify it and may change the training location or content as needed.

38.4 Cancellations must be submitted in writing before the session starts and follow the supplier's standard policy. Cancellation or no-show does not relieve the customer from payment obligations.

Article 39 – Performance of the Training

39.1 The supplier determines the training's content and level of detail.

39.2 The customer shall inform participants of, and ensure compliance with rules set by the supplier.

39.3 The supplier does not guarantee error-free or uninterrupted operation of its equipment or software. If training is held at the customer's location, the customer shall provide suitable space and functional systems. If facilities are inadequate,

supplier may postpone, alter, or cancel the training.

39.4 Separate fees apply for training materials, documentation, and certificates.

Article 40 – Price and Payment

40.1 The supplier may require advance payment. If the customer fails to pay on time, the supplier may deny participation without waiving other rights.

40.2 Preliminary assessments or advisory services related to training may be billed separately.

40.3 Unless VAT-exempt under Article 11 of the Dutch Turnover Tax Act, VAT applies to training fees.