# General Terms and Conditions

1.1

2026

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# Definitions

Capitalised words are used in these General Terms and Conditions. Regardless of whether the words are used in the singular or plural, they shall have the meaning set out below.

1.1. *General Terms and Conditions*: these General Terms and Conditions.

1.2. *Cloud Providers*: parties that offer Kubernetes functionality such as, but not limited to Microsoft, Amazon, Google or IBM.

1.3. *Service*: activities to be performed by Guida on behalf of the Client and services to be provided in the context thereof, such as setting up and delivery of a Kubernetes Solution and/or the management thereof.

1.4. *Continuing Performance Agreement*: an Agreement entered into between the Parties for a definite or indefinite period where Guida continuously provides one (1) or more Services to the Client at agreed prices and rates.

1.5. *Failure*: substantial non-compliance of Guida's performance with the specifications expressly agreed upon in writing between the Parties; a failure shall only exist if the Client can demonstrate this and if it can be reproduced by Guida.

1.6. *Kubernetes Solution*: a solution in which the functionality of Kubernetes, the open source software of the Cloud Native Computing Foundation, in combination with a stack of Guida and/or in combination with services of Cloud Providers, can be used for, inter alia, automating and/or implementing and managing application containers, whether or not (partly) managed or delivered by Guida.

1.7. *Guida*: The private company with limited liability 'Guida B.V.', or any other affiliated company, which applies these General Terms and Conditions, including companies from the group within the meaning of Section 2:24(b) of the Dutch Civil Code of which Guida is part.

1.8. *Contract Extras*: all work that has not been estimated and quoted by Guida and therefore does not form part of the Agreement.

1.9. *Quotation*: a written offer by Guida for the performance of Services or the execution of work, addressed to the Client.

1.10. *Client*: the other party to the Agreement with Guida.

1.11. *Agreement*: a Quotation approved by the Client to which the General Terms and Conditions have been declared applicable.

1.12. *Parties*: Guida and the Client jointly.

1.13. *Requirements*: collection of requirements as communicated in advance by the Client to Guida, with which the deliverable must comply upon entering into the Agreement.

1.14. *Written/in Writing*: by letter or by email.

1.15. *Service Levels*: standards and/or frameworks, including tolerances, with which the agreed Services must comply, expressed in values, times, percentages and/or other units.

1.16. *Service Level Agreement*: a part of the Agreement in which Parties have made arrangements about the quality of the agreed Services by means of Service Levels to be achieved by Guida.

# Article 2. Offer, applicability of General Terms and Conditions and conclusion of the Agreement

2.1. These General Terms and Conditions shall apply to all offers, Quotations and Agreements where Guida performs Services for the Client and/or supplies items such as equipment to the Client.

2.2. Guida hereby explicitly rejects applicability of any of the Client's general or specific (purchase) conditions. The Client's general or specific (purchase) conditions shall, therefore, not be applicable.

2.3. All Quotations and other communications by Guida shall be without obligation. If the Quotation specifies a term (for acceptance), such term shall only relate to the validity of the Quotation and shall not affect the non-binding nature of the Quotation. If the Quotation does not stipulate a term, the Quotation shall be valid for 15 (fifteen) days, and this term shall not affect the non-binding nature of the Quotation either.

2.4. Unless explicitly agreed otherwise, the Agreement between Guida and the Client shall be concluded by means of full acceptance by the Client. Full acceptance can, inter alia, be effected by signing a Quotation issued by Guida or by means of agreement by email. Acceptance shall be also deemed to have taken place if, after a Quotation has been issued, the Client already implements that which has been proposed or quoted, or if the Client requests Guida to commence performance of that which has been proposed or quoted.

2.5. In derogation of the above, an Agreement may also be concluded by entering into a framework agreement that is subject to these General Terms and Conditions. Further agreements under this framework agreement shall be concluded as set forth in the preceding paragraph, or by issuing a purchase order by the Client to Guida, which purchase order shall refer to the framework agreement entered into. If a purchase order refers to applicable purchase conditions, these shall be rejected pursuant to Article 2.2 of these General Terms and Conditions, and shall, therefore, not be applicable.

## Article 3. Term and termination of the Agreement

3.1. The Agreement shall commence on the date stated in the Agreement. If no date is stated, the Agreement shall commence on the date of full acceptance as set out in Article 2.4 or 2.5 of these General Terms and Conditions.

3.2. A Continuing Performance Agreement shall have a term as agreed in the Agreement, or in the absence thereof, a term of one (1) year. Upon expiry of the initial or extended term, the Continuing Performance Agreement shall be tacitly renewed for a period equal to the initial term, unless the Continuing Performance Agreement is terminated by the Client with due observance of a minimum notice period of three (3) months prior to the end of the (extended) term. If the Client continues to use the agreed Services after termination of the Continuing Performance Agreement, the Continuing Performance Agreement shall be extended for an indefinite period, whereby the Parties may terminate the Continuing Performance Agreement with due observance of a notice period of six (6) months.

3.3. All other Agreements shall end by operation of law once the Parties have fulfilled their obligations under the Agreement.

3.4. Most Agreements will consist of a work part, for example to set up a Kubernetes Solution, and an operational part, which can be characterised as a Continuing Performance Agreement. Article 3.3 of these General Terms and Conditions shall apply to the first part of such Agreements and Article 3.2 to the second part. The part of the Agreement that can be characterised as a Continuing Performance Agreement shall commence at the time of the first delivery.

3.5. Without prejudice to the provisions of the Agreement, Guida shall be entitled to dissolve the Agreement in whole or in part, with immediate effect, by means of a written statement and without prior notice of default or notification:
(i) if the Client imputably fails to perform one or more of its obligations and/or performance is impossible;
(ii) if Guida has plausible grounds to believe that the Client is unable or unwilling to fulfil its obligations;
(iii) if the Client has applied for a suspension of payments, has been granted suspension of payments, has applied for bankruptcy, is bankrupt, undertakes to initiate liquidation of its business or ceases its activities or appears to be insolvent in any way;
(iv) if Guida suffers reputational damage as a result of its partnership with the Client or if further collaboration with the Client will lead to foreseeable reputational damage;
(v) if Guida has repeatedly pointed out shortcomings relating to security to the Client, and the Client has failed to act upon Guida's notifications.

3.6. In case of dissolution as referred to above, Guida shall never be obliged to pay any form of compensation whatsoever. The Client shall be obliged to indemnify Guida against, and hold Guida harmless from all claims of third parties that may arise due to or in relation with the dissolution as referred in the preceding paragraph.

3.7. In the case of dissolution as referred to in 3.5, the Client shall be bound to reimburse Guida immediately for all costs already incurred, without prejudice to Guida's right to claim full compensation for damages.

3.8. If, upon dissolution of an Agreement, the Parties have already performed and received services in the performance of the Agreement, these services and related payment obligations shall not be subject to cancellation. This is irrespective of the reason for dissolution, including dissolution by the Client due to Guida's attributable shortcoming in the performance of an Agreement. Invoices issued by Guida to the Client shall be immediately due and payable upon dissolution.

3.9. Obligations that by their nature are intended to continue after termination of an Agreement shall remain in force. This shall also apply in case of termination by dissolution on the basis of an attributable shortcoming on the part of Guida in the performance of an Agreement.

3.10. Amendment, termination or dissolution of the Agreement may and can only be effected by officers authorised to bind the Client.

3.11. Section 7:408(1) of the Dutch Civil Code, is expressly excluded.

3.12. If and insofar as the scope of the Services to be provided under a particular Agreement may be adjusted, this shall be evident from the Agreement; Article 3.10 of these General Terms and Conditions shall apply accordingly.

# Article 4. Penetration testing and related security services

4.1. The Client shall indemnify Guida against claims by third parties, including claims by investigating officers and the prosecuting authorities, relating to computer intrusion or other damaging or unlawful acts, including criminal offences, connected with the work carried out by Guida under the Agreement. The foregoing indemnity shall lapse if and to the extent that Guida goes beyond what is strictly necessary to demonstrate a security issue.

4.1.1. In some cases, Guida may require a separate indemnity statement. In such cases, the Client shall be obliged to cooperate in drawing up a separate indemnity statement. In such cases, Guida shall provide the Client with its standard indemnity statement, containing terms customary in the market.

4.1.2. Prior to carrying out any security test or having any security test carried out, including but not limited to penetration tests, vulnerability scans or other forms of ethical hacking targeting Guida's systems, services or infrastructure, the Client shall notify Guida thereof in Writing, including the nature, scope and schedule of the test. Execution of such tests shall not be permitted without Guida's prior written consent. If the Client fails to comply with this obligation, Guida shall be entitled to regard the relevant actions as a breach of the Agreement and to take appropriate (technical and legal) measures.

4.1.3. The Written notification referred to in the previous paragraph must be submitted in Writing at least ten (10) working days prior to the scheduled test and shall specify at least:

a. the nature and objective of the test,
b. the exact scope and target environments,
c. the party performing the test, and
d. the scheduled date and times of execution.

## Article 5. Performance of the Agreement

5.1. The Client undertakes towards Guida to accept deliverables in accordance with the Agreement and to provide any anticipated cooperation.

5.2. In connection with the continuity of the activities within the scope of the performance of the Agreement, the Client shall appoint one or more contact persons, who shall act as such for the duration of the work and/or Services of Guida. The Client's contact person shall have the necessary experience, specific knowledge of the matter and insight into the Client's desired objectives. If this person does not have the qualifications that may reasonably be expected in view of the nature of the Agreement, Guida shall reserve the right to suspend performance of the Agreement, without being liable for any compensation, until the Client has replaced this person by a person holding the correct qualifications.

5.3. The Client shall provide Guida, in a timely manner and free of charge, with all information and data necessary for the performance of the Agreement, including in any case technical data, applications, files, documentation, test data, work descriptions and/or other relevant information. The Client assumes responsibility for, and warrants the accuracy of, the aforementioned materials. Furthermore, the Client shall be responsible for, and accepts the risk of, possible problems and/or claims arising from the content, accuracy, completeness and consistency of all such materials provided by the Client as referred to above.

5.4. If information that is required for the performance of the Agreement is not provided to Guida, or not provided on time or as agreed, or if the Client and/or its suppliers do not fulfil their obligations in any other way, including but not limited to inadequate cooperation and/or effort, Guida shall be entitled to suspend performance of its obligations under the Agreement without being liable to pay any compensation. Guida shall be entitled to charge the extra costs incurred in this respect to the Client, including any idle hours.

5.5. All delivery periods specified by Guida, or to be specified at any time, shall always be approximate and may never be considered as final deadlines. Therefore, exceeding delivery periods shall under no circumstance result in an attributable shortcoming of Guida, nor shall the Client in any case be entitled to claim any compensation on this basis.

5.6. Delivery periods are based on the working conditions prevailing at the time of concluding the Agreement and timely delivery of materials, documents and/or work instructions by the Client. If a delay occurs as a result of changes in the aforementioned circumstances and/or as a result of the non-timely delivery of materials, documents and/or work instructions by the Client or by suppliers used by Guida or the Client, the delivery period shall be extended to the extent necessary.

5.7. If and insofar as part of the Agreement is entered into at a (*fixed price*), only the agreed work shall be carried out. In case of Contract Extras, Guida reserves the right to issue an additional Quotation, in which case the work concerned shall only be carried out following approval of the Client.

5.8. The Client understands and accepts that work or services as referred to in this article may affect the agreed or expected time of completion of the agreed Services and the mutual responsibilities

of the Client and Guida. The mere fact that Contract Extras are needed or requested during performance of the Agreement shall never constitute grounds for the Client to terminate or dissolve the Agreement.

5.9. If management of third parties by Guida on behalf of the Client is part of the Agreement, Guida shall not commence with these activities before Guida has obtained (special) authorisation from the Client. Guida may attach further conditions to the engagement of third parties, such as the manner in which the Client should enter into contracts with these third parties. Guida can never guarantee a certain result with respect to managing third parties.

5.10. In the event that an employee deployed by Guida is a member of a project group or steering group that also includes one or more persons designated by the Client, the distribution of information shall take place in the manner prescribed for the project group or steering group. Decisions that have been taken in such a composite project or steering group shall only be binding on Guida if decision-making takes place under observance of the written agreements between the Parties in this respect or, in the absence of written agreements in this respect, if Guida has confirmed the decisions in Writing. Guida shall never be obliged to confirm a decision if it, in its opinion, is incompatible with the contents of the Agreement of the Parties. The Client warrants that the persons it has designated to be part of a project group or steering group that also includes Guida personnel shall be entitled to take legally-binding decisions for and on behalf of the Client.

5.11. The Client shall indemnify Guida against claims by third parties if unauthorised persons have gained access to Services as a result of the incorrect or defective management of the data. When using the data as referred to in this paragraph, the Client must adhere to work instructions or procedures, in particular regarding any instructions or procedures related to reporting and/or signing out.

# Article 6. General service provision by Guida

6.1. Before Guida can actually deliver the Kubernetes Solution, the Client must provide Guida with specifications. Based on the specifications, Guida shall determine which specifications can be met by a Kubernetes Solution and which specifications will have to be met using other items or Services.

6.2. After the determination as referred to in the preceding paragraph, Guida shall commence all activities required to actually deliver a Kubernetes Solution. This shall include adapting and configuring the underlying Kubernetes Solution or developing or implementing specific Services.

6.3. If part of the Agreement consists of Guida drafting the specifications on behalf of the Client, the specifications shall remain at the Client's risk. Guida shall not commence the agreed work until the Client has approved those specifications. Guida guarantees the Client that after termination of the Agreement, for whatever reason, it will be prepared to continue the Services relating to a Kubernetes Solution for a minimum period of three (3) months, at the prices and conditions that applied before termination of the Agreement.

6.4. Guida shall only make backups if and insofar as this has been explicitly agreed upon. If making backups has been agreed upon, the backups shall be made in accordance with the agreed specifications.

6.5. If a third party is of the opinion that the Kubernetes Solution is being used to host material that infringes their (intellectual property) rights or concerns alleged unlawful material or material of a criminal nature, Guida shall be entitled – in order to prevent liability in this respect – to withdraw access to the relevant material and/or to remove the material, without Guida being liable to pay any compensation. Before Guida proceeds to do so, Guida shall – if and insofar as legally possible and admissible – grant the Client a term to render the material inaccessible and/or to remove it.

# Article 7. Use of open-source Software

7.1. For a (Managed) Kubernetes Solution, Guida may need to use third-party software and/or services (including services of Cloud Providers) to actually deliver the Kubernetes Solution. The (open-source) licence and/or subscription terms and conditions for this software and/or services shall also apply to the Client. As and when requested by the Client, Guida shall provide these (open-source) licence and/or subscription terms and conditions.

7.2. Guida warrants that the use of open-source software is in accordance with the applicable licensing terms and conditions and that these do not impose any restrictions on the Client's use of the Service.

7.3. Guida accepts no liability for the discontinuation of, or changes to, third-party open-source projects, except in the case of gross negligence in the selection or integration.

7.4. If a critical open-source software component becomes obsolete, changes in terms of licence, or proves to be unsafe, Guida shall endeavour to:

a. integrate a suitable alternative component or
b. continue to provide support based on a fork, patch, or other measure.

7.5. The Client acknowledges that open-source software forms an essential part of the Service provided and agrees to its use within the limits of this article.

## Article 8. Domain names

8.1. In the event that Guida registers a domain name on behalf of the Client, the Client shall be responsible for promptly informing Guida of changes related to the registration.

8.2. If the invoice relating to the domain name cannot be issued and/or an issued invoice remains unpaid due to non-compliance with the preceding paragraph, Guida shall be entitled to terminate the domain name registration, without Guida being liable to pay damages to the Client.

# Article 9. Advice, consultancy and other services

9.1. Guida shall make every effort to carry out its activities with care, in accordance with the agreements and procedures laid down in Writing with the Client. Advisory services provided by Guida shall be performed on the basis of a best-efforts obligation.

9.2. If an Agreement for advisory services has been entered into whereby the advisory services are to be provided by a specific person, Guida shall at all times be entitled to replace this person by one or more other persons holding the same or comparable qualifications.

9.3. Schedules and activities are based on the fact that, unless explicitly agreed otherwise with the Client, work shall be carried out by Guida on Guida's usual working days and during Guida's usual working hours.

9.4. Unless otherwise agreed in Writing, the Client's use of advice issued by Guida shall always be at the Client's own expense and risk.

9.5. Guida shall periodically inform the Client in the agreed manner about the performance of the consultancy work via the contact person designated by the Client. The Client shall inform Guida in Writing in advance of circumstances that are or may be of importance to Guida, such as the manner of reporting, the queries the Client wishes to see addressed, the Client’s priority issues, availability of means and personnel of the Client and particular facts or circumstances or any unknown facts or circumstances that Guida is unaware of. The Client shall ensure that information issued by Guida is distributed and acknowledged within the organisation of the Client and assess this information partly on the basis thereof and inform Guida accordingly.

9.6. In the absence of an explicitly agreed invoicing schedule, all amounts pertaining to advisory services provided by Guida shall be due once per calendar month in arrears.

# Article 10. Ownership of data and software licences

10.1. The data the Client processes with the Kubernetes Solution shall always remain the property of the Client. Guida guarantees that it will never exercise rights of suspension, rights of retention and/or other blocking rights with respect to the Client, and neither implement measures as a result of which the Client no longer has access to its own data.

10.2. The equipment Guida uses in order to deliver the agreed Services shall remain the property of Guida, unless it has been explicitly agreed in the Agreement that the Client shall purchase the equipment. In case of purchase of equipment, and this has been explicitly agreed in the Agreement, Guida shall remain the owner of the equipment until the agreed purchase price, including any related costs and interest, has been paid by the Client to Guida.

10.3. To provide the agreed Services, Guida needs to purchase licences for software from third parties, or to purchase subscriptions for functionality of software from third parties. Unless explicitly agreed otherwise in the Agreement, Guida shall be the licensee, respectively the subscriber.

10.4. Client data shall be processed in accordance with Guida's transparency statement, as defined in Article 28 of the Data Act. This transparency statement can be viewed at: [URL].

# Article 11. Service Level Agreement

11.1. With respect to the provision of the Services agreed in the Agreement, a Service Level Agreement may have been agreed between Parties. In case a Service Level Agreement has been agreed, the Services provided by Guida shall be delivered in accordance with the Service Level Agreement.

11.2. If Guida fails to achieve a certain Service Level agreed in the Service Level Agreement, Guida shall not automatically be in default. In the case of ongoing non-performance of agreed Service Levels, the Client shall be entitled to give Guida notice of default, whereby Guida shall be granted a reasonable period to achieve the agreed Service Levels during a specific reasonable period. If, within said reasonable period, Guida continues to fail to achieve the agreed Service Levels, Guida shall be in default.

11.3. A Service Level Agreement shall only apply to objects and Services as included in the Service Level Agreement. The Service Levels included in the Service Level Agreement do not apply to development, test and/or acceptance environments unless the Service Level Agreement explicitly stipulates that the Service Levels also apply to such environments.

11.4. Guida cannot guarantee service levels and/or availability percentages for products or Services of Cloud Providers and for the subscription services of vendors as referred to in Article 7.1.

# Article 12. Exit clause

12.1. Guida undertakes to cooperate in a transition to another Party and/or in the release of the Client's data which it processes using Guida's products and services. The work involved shall be carried out at the Client's expense and risk at the agreed prices and rates, or, failing that, shall be performed on the basis of actual costs at the then applicable (list) prices and (list) rates. Such cooperation shall also consist of providing the information necessary for the transition and/or data liberation, unless the information constitutes business-sensitive or competition-sensitive data.

12.2. Following a request from the Client regarding transition or data liberation, the Parties shall agree on terms for the commencement of work and the transition period(s). Failing this, the terms set out in Articles 23(a) in conjunction with 25.2(d) (maximum notice period for switching), 25.2(a) (mandatory transition period following the notice period), 25.2(g) (minimum period for requesting data), 25.5 (right to extend the transition period), 25.4 (alternative transition period in the event of technical unfeasibility) of the Data Act.

12.3. With regard to Article 12.1, the Client shall, to the extent it deems necessary, prepare a migration plan and maintain it. As and when requested by the Client, Guida shall take note of that migration plan and shall (in each instance) provide advice in the context of that migration plan. This migration plan shall not give rise to any obligations for Guida, unless an official representative authorised to act on behalf of Guida has approved the plan, in which case the plan shall only give rise or may give rise to obligations for Guida with respect to:
(a) the provision of all data processed by the solution, and the provision of images of any virtual machines that formed part of the solution, the latter subject to indemnification by the Client against any third-party claims arising from potential infringements of intellectual property rights or licence terms;
(b) the provision of documentation relating to the solution, to the extent that such documentation is available and can be shared;
(c) the obligation to cooperate set out in Article 12 of the General Terms and Conditions.

12.4. Guida does not guarantee that it will always be able to cooperate in the continuation of the agreed Services after the end date of the Agreement. If Guida continues the Services at the request of the Client, additional legal and/or commercial conditions may apply relating to the extent to which, inter alia, personnel, equipment, data centres, vendors, and/or subcontractors are (still) available for continuation.

12.5. In the event of early termination as set out in this article, resulting from a transition or data liberation, Guida reserves the right to invoice the agreed fees it could have charged up to the date of the originally agreed termination date (of a Service Agreement) as compensation for early termination, taking into account the agreed scaling options and/or minimum purchase obligations.

## Article 13. Intellectual property rights

13.1. All intellectual property rights on software, data files, equipment or other materials such as analyses, designs, documentation, reports, Quotations, as well as preparatory materials thereof, developed or provided to the Client under the Agreement, shall be exclusively vested in Guida, its licensors or suppliers. The Client exclusively receives an immediately revocable, non-exclusive, non-transferable and non-sub-licensable licence, which does not imply any use of the subject matter of the licence beyond the purpose for which the subject matter of the licence has been made available to the Client by Guida. Article 6.1 of these General Terms and Conditions applies to (the functionality of) software. The licensing terms and conditions within the meaning of that article shall prevail over the licence granted to the Client in this article.

13.2. The Client warrants that no rights of third parties preclude the provision to Guida of equipment, software, material (visual material, text, music, domain names, logos, hyperlinks etc.), data files or other materials, including design material, for the purpose of use, adaptation, installation or incorporation. The Client shall indemnify Guida against any claim from a third party based on the allegation that such provision, use, adaptation, installation or incorporation infringes any right of that third party.

# Article 14. Notice and Take Down

14.1. If Guida applies general rules of conduct for all its Clients, Guida shall provide these to the Client upon request, and the Client shall be obliged to comply with these rules of conduct punctually and without exception. The Client shall at all times and in all cases act lawfully and with care towards third parties. The Client shall at all times honour the intellectual property rights in particular and other rights of third parties, shall respect the privacy of third parties, shall refrain from unlawful distribution of information, shall refrain from gaining unauthorised access to systems, shall not spread viruses or other malicious software and shall refrain from punishable acts and infringement of any other statutory obligation.

14.2. To prevent any liability towards third parties or to limit the consequences thereof, Guida shall at all times be entitled to implement measures in respect of an act or omission by or at the risk of the Client. The Client shall be obliged to remove information immediately as and when requested by Guida in Writing, in default of which Guida shall be entitled to remove the information or to make access thereto impossible. Furthermore, in the event of breach or imminent breach of Article 14.1, Guida shall be entitled to deny the Client access to Guida's systems, with immediate effect and without prior notice. The foregoing is explicitly without prejudice to any other measures or the exercise of other rights by Guida towards the Client. In such a case, Guida shall also be entitled to cancel the Agreement with immediate effect, without being liable towards the Client.

14.3. Guida cannot be expected to form an opinion on the merits of the claims of third parties or of the defence of the Client or to be involved in any way in a dispute between a third party and the Client. The Client shall need to raise concerns with the third party in question and inform Guida in Writing and with adequate supporting documents.

# Article 15. Artificial intelligence in standard software or custom software

15.1. If the software supplied by Guida contains functionalities based on artificial intelligence (AI), Guida shall inform the Client regarding the nature and classification of these AI functionalities, in accordance with the provisions of the AI Act. If the Client has not been explicitly informed of the nature and classification, the relevant AI functionalities shall be deemed to fall under the risk level 'limited risk'.

15.2. If Guida's software contains AI functionalities that interact with end users, Guida shall ensure that there is a provision enabling the Client to inform those end users. It is the Client's responsibility to ensure that the provision of information to end users is in accordance with the AI Act and other applicable laws and regulations.

15.3. The Client shall be responsible for the accuracy and representativeness of the data it provides for the training of AI models. Guida shall not be liable for damages resulting from defective input or training data.

15.4. The Client shall use the AI functionalities exclusively for the agreed purpose and shall not use them in any way that contravenes the AI Act or other applicable laws and regulations.

15.5. The Client shall notify Guida without delay of any incidents or system failures relating to AI functionalities. Where required, the Client shall report such incidents to the competent supervisory authority.

15.6. Guida shall only be liable for damage resulting from AI functionalities in the event of intent or deliberate recklessness on the part of Guida. The Client shall indemnify Guida against any claims by third parties arising from the Client's incorrect or unlawful use of AI functionalities.

# Article 16. Audits

16.1. Guida hereby grants the Client the right to have an audit carried out by an independent third party bound by confidentiality to verify compliance with the provisions of the Agreement or the Data Processing Terms and Conditions. The audit referred to above shall only take place after the Client has requested similar audit reports from Guida, reviewed them and put forward reasonable arguments to justify a new audit initiated by the Client. Such an audit shall be justified if the similar audit reports that are already available from Guida are inconclusive or insufficiently conclusive with respect to the subject matter for which the Client has initiated an audit. The above procedure shall not apply if the audit is initiated by the Client as part of an investigation at the Client or its Client by an authority, such as, for example, the Data Protection Authority.

16.2. This audit may be carried out once a year and in the event of specific grounds for suspicion of unauthorised use of personal data.

16.3. Guida shall cooperate in the audit and provide all information reasonably relevant to the audit in a timely manner, including supporting data such as system logs, as well as staff.

16.4. The findings in respect of the audit carried out shall be reviewed by Guida and may, at Guida's discretion and in the manner determined by Guida itself, be implemented by Guida.

16.5. The costs of the audit (including auditor fees and time spent on it by Guida employees made available to support the auditor) shall be borne by the Client.

## Article 17. Prices and rates, invoicing and payment

17.1. Unless agreed otherwise, all prices and rates shall be stated in euros, exclusive of turnover tax and exclusive of other governmental levies.

17.2. Unless otherwise agreed upon in Writing by the Parties, the Client may not derive any rights or expectations from a cost estimate issued by Guida. Notification by the Client to Guida of an available budget shall only be deemed to constitute a fixed price agreed between the Parties for the services to be provided by Guida if expressly agreed in Writing.

17.3. If a one-time investment is agreed upon in the Agreement, Guida shall invoice this after conclusion of the Agreement.

17.4. If and insofar as the Agreement has the nature of a Continuing Performance Agreement for an indefinite period, Guida shall invoice this quarterly in advance, unless explicitly agreed otherwise.

17.5. For the performance of Services or other activities outside working hours, an (urgency) surcharge shall apply, which shall be laid down in the Agreement, or in the absence thereof, it shall be calculated in accordance with the then applicable (urgency) rates.

17.6. Annually, Guida shall be entitled to increase the prices and rates for its Services as of 1 January, indexed on the basis of the Consumer Price Index (CPI) for all households (2025 = 100), as published by Statistics Netherlands (Centraal Bureau voor de Statistiek, or CBS), or an official legal successor thereof. The indexation is calculated based on the price index figure for the month of August of the preceding calendar year relative to the price index figure for August of the year before that. If Statistics Netherlands no longer publishes this index, an index that is as similar as possible shall be used. A decrease in the CPI figure shall not result in a reduction in rates, unless expressly agreed otherwise in writing.

## Article 18. Transfer of rights and obligations, subcontracting

18.1. The Client shall not be entitled to transfer its rights or obligations to a third party without Guida's prior Written consent. Guida may not deny the Client its consent as referred to above on unreasonable grounds.

18.2. Guida shall be entitled to engage third parties in the performance of its obligations under the Agreement, irrespective of whether this is done on the basis of subcontracting or insourcing of staff. In so doing, Guida shall contractually impose the confidentiality obligation as stipulated in the preceding article on these third parties.

18.3. Guida shall be entitled to transfer all rights and obligations acquired within the scope of the Agreement to third parties without any additional restrictions or conditions. It shall inform the Client thereof without delay.

# Article 19. Liability and force majeure

19.1. Guida's total liability on account of an attributable shortcoming in the performance of the Agreement or on any other grounds, such as an unlawful act, explicitly including any shortcoming in the fulfilment of a warranty obligation agreed upon with the Client, shall be limited to the compensation of direct damage per event giving rise to the damage, up to the amount of the price stipulated for this Agreement and actually paid by the Client, excluding VAT, whereby a series of related events giving rise to the damage shall be considered as one (1) event. If the Agreement is mainly a Continuing Performance Agreement, the total liability for direct damages as referred to in the preceding sentence shall be limited per event to the amount Guida, within the scope of that Agreement, has charged the Client in the six (6) months preceding the event giving rise to the damages, exclusive of VAT, and which has actually been paid by the Client, whereby a series of related events giving rise to damage shall be considered as one (1) event. In no case shall Guida's liability as referred to above exceed €100,000 (one hundred thousand euro).

19.2. In case the attributable shortcoming in the performance of the Agreement is attributable to a shortcoming of a Cloud Provider, Guida's liability shall be limited to the amount Guida has actually been able to recover on the basis of the agreements it has concluded with the relevant Cloud Provider. As and when requested by the Client, Guida shall cooperate with an assignment, free of charge, in respect of its claim for compensation of damages against the relevant third-party vendor, subject to the condition of final discharge in respect of the damages suffered by the Client.

19.3. Guida shall not be liable for indirect damages, consequential damages, lost profits, lost savings, reduced goodwill, damages due to delay, damages due to loss of data, loss due to business interruption, damage as a result of claims from customers of the Client, damage related to the use of goods, methods of working, materials or software of third parties prescribed to Guida by the Client and damage related to the engagement of suppliers that the Client requires Guida to engage.

19.4. The exclusions and limitations set out above shall not apply if and to the extent that the damage is the result of intent or deliberate recklessness on behalf of Guida’s executive management.

19.5. Unless performance by Guida is permanently impossible, liability of Guida due to attributable failure in the performance of the Agreement shall arise only if the Client provides Guida with a Written notice of default forthwith, setting a reasonable period to rectify the failure and Guida continues to fail imputably to perform its obligations after such period. The notice of default must contain the most complete and detailed description possible of the failure, allowing Guida to respond adequately.

19.6. Any claim for compensation against Guida shall expire by the mere lapse of three (3) months after it has arisen or so much earlier due to expiry of rights by virtue of the law.

19.7. The provisions of this article, as well as all other limitations and exclusions of liability stated in these General Terms and Conditions shall also apply to all (legal) persons engaged by Guida for the performance of the Agreement, thereby applying the limitations and exclusions to the whole Group (Guida and its subcontractors).

19.8. Guida shall not be bound to fulfil any obligation if it is prevented from doing so as a result of a circumstance that is not attributable to its fault and is not for its account under the law, legal act or generally accepted practice. If Guida invokes force majeure against the Client, Guida shall inform the Client in Writing thereof without delay, however within a reasonable time.

19.9. A non-attributable shortcoming (force majeure) for Guida shall in any case be understood to mean the inability of Guida to properly fulfil its obligations as a consequence of (prolonged) sickness, DDoS attacks, strikes, traffic disruptions, loss of data and documents, power failures, late delivery of items and/or Services, all this irrespective of whether this circumstance is located or occurs at Guida or at its supplier(s), unsuitability of materials, software and/or equipment that the Client requires Guida to use.

19.10. If a situation of force majeure has lasted for more than five (5) days and the Client has given Guida Written notice of default, the Client shall be entitled to dissolve the Agreement with immediate effect outside the courts by means of a registered letter, without Guida being liable for any compensation. In that case, any work already performed pursuant to the Agreement shall be settled pro rata.

# Article 20. Confidentiality and non-acquisition of staff

20.1. Information and/or documentation shall be considered confidential if it is either designated as such by one Party or the other Party otherwise knows or can suspect that information and/or documentation to be confidential.

20.2. The Parties, including their staff, shall only use confidential information obtained or provided by the other Party in accordance with the provisions of the Agreement and shall not directly or indirectly disclose it to third parties, or give permission to do so, without the other Party's prior Written consent. Furthermore, the Parties, including their staff, shall take all necessary precautions to protect it from unauthorised use and publication.

20.3. The provisions of this article shall not apply if a Party must disclose confidential information pursuant to a court order or government decision.

20.4. The Client shall be obliged to implement measures in order to prevent unauthorised persons from gaining (or being able to gain) access to the Services and data. Guida shall not be held liable for losses suffered by the Client resulting from unauthorised or unlawful use by third parties of delivered goods and/or Service(s), except in the case of intent or wilful recklessness on the part of Guida's management.

20.5. After termination of the Agreement, the Client shall continue to keep all confidential information, or information which it can or should suspect to be confidential, secret from third parties. Furthermore, the Client shall ensure that said confidential information is destroyed immediately after termination. As and when requested by Guida, the Client shall demonstrate that this has actually been done.

20.6. The provisions of the preceding paragraphs of this article shall apply by analogy to the period prior to the conclusion of the Agreement.

20.7. During the term of the Agreement, as well as one year after its expiry, the Client shall only employ Guida's staff, including staff hired on a basis other than an employment contract, for example an independent contractor, or otherwise, directly or indirectly, allow them to work for Guida following prior written consent of the other Guida. Conditions may be attached to such consent. In case of breach by Guida, the Client shall forfeit to Guida an immediately payable penalty amounting to 24 (twenty-four) times the highest gross monthly salary paid by Guida to the employee concerned, which is set at a minimum of €70,000 (seventy thousand euro) or, in case the employee concerned is not an employee of Guida, the total amount of the remuneration that has been paid/is payable over the last twelve (12) months in which this employee has carried out work for Guida. The penalty shall be increased by €7,000 (seven thousand euro) for each day that the breach continues. This penalty is without prejudice to Guida's right to claim compensation for damages suffered and to be suffered.

20.8. Guida shall be allowed to use the name and logo, if any, of the Client in (online) communications in order to demonstrate that Guida supplies products and/or Services to the Client.

## Article 21. Severability

21.1. If and to the extent that the Agreement is or becomes (partially) invalid, void or non-binding, the Parties shall remain bound by the remaining provisions. The invalid, void or non-binding part shall be replaced by or converted into stipulations that are valid and binding and the legal consequences of which, having regard to the content and purport of this Agreement, correspond as closely as possible to those of the invalid, void or non-binding part.

21.2. The provisions of the preceding paragraph shall apply by analogy to other agreements arising from this Agreement.

# Article 22. Processing of personal data and security

22.1. If, in providing the agreed Services, Guida processes personal data of the Client or the Client's client(s), the Data Processing Terms and Conditions in Appendix 1 shall apply.

22.2. If the Client wishes to use its own data processing agreement, or wishes to negotiate the data processing agreement provided by Guida, the Client shall be charged for the time involved in reaching agreement on a data processing agreement.

22.3. With respect to the cooperation obligations pursuant to the GDPR and/or the data processing agreement, Guida shall be entitled to charge the Client for the time involved, unless cooperation is related to an attributable shortcoming in the compliance with the data processing agreement on the part of Guida or is related to demonstrable non-compliance with legislation on the processing of personal data.

22.4. If Guida is obliged to provide a form of data protection under the Agreement, such security shall comply with the specifications concerning security as agreed in Writing between the Parties. Guida shall never guarantee that the data protection is effective under all circumstances. If a specifically described form of protection is absent from the Agreement, protection shall be of a level that is not unreasonable taken into account the state of the technology, the sensitivity of the data and the costs involved in implementing the security arrangements. If computer, data or telecommunications facilities are used in the performance of the Agreement or otherwise, Guida shall be entitled to assign access or identification codes to the Client. Guida shall be entitled to change the assigned access or identification codes. The Client shall treat the access and identification codes confidentially and with care and shall only disclose them to authorised personnel. Guida shall never be liable for damage or costs resulting from the use or misuse of access or identification codes, unless the misuse arose as a direct result of an act or omission by Guida.

# Article 23. Appendices

23.1. The following form part of these General Terms and Conditions:

1. Appendix 1, Data Processing Terms and Conditions

# Article 24. Applicable law, competent court and other provisions

24.1. All Offers, Agreements and contracts resulting from Agreements to which these terms and conditions are applicable and all resulting legal relationships shall be exclusively governed by Dutch law.

24.2. The Parties shall preferably have their disputes settled by mediation by the SGOA (Stichting Geschillen Oplossing Automatisering, [Foundation for the Settlement of Automation Disputes], see http://www.sgoa.org).

24.3. If the Parties fail to reach a settlement by means of mediation with respect to a dispute arising from or related to the Agreement, the dispute shall be exclusively submitted to the competent court of the Rotterdam District Court. The latter does not apply if the dispute falls within the competence of the subdistrict court, in which case the statutory regulation on absolute and relative competence prevails, as a result of which a subdistrict court is competent to hear the dispute.

24.4. Furthermore, in urgent cases, the Parties may apply to the court in interlocutory proceedings of the competent district court, or apply to the district court that has jurisdiction to order precautionary measures.

24.5. If and insofar as any provision of these General Terms and Conditions is nullified or declared null and void, the other provisions shall remain in full force and effect between the Parties. In such a case, the Parties shall agree on a new provision, taking account of the purpose and intent of the original provision to the extent possible.

24.6. Guida shall be entitled to review these General Terms and Conditions from time to time. It shall give the Client at least three months' notice of any amendments.

24.7. In the event of a conflict between the provisions of these General Terms and Conditions and the Quotation, these General Terms and Conditions shall prevail over the Quotation.

# APPENDIX 1 | Data Processing Terms and Conditions

**Article 1. Purposes of processing**

1.1 Guida undertakes to process personal data on behalf of the Client under these Data Processing Terms and Conditions. Processing shall take place exclusively within the scope of the performance of the Services agreed in the Agreement. It shall be the Client's responsibility to determine whether the agreed Services are in accordance with the purposes defined in advance by the Client, for which the personal data is processed by the Client. The Client shall inform Guida of these (changed) purposes.

1.2 The personal data to be processed by Guida within the scope of the work as referred to in the previous paragraph and the categories of the data subjects from whom they originate and/or related changes shall be communicated to Guida by the Client.

1.3 Guida shall not process the personal data other than for the performance of the Services agreed upon in the agreements referred to in paragraph 1.

1.4 The personal data to be processed by Guida on the instruction of the Client shall remain the property of the Client, its Client(s) and/or the relevant data subjects.

1.5 Guida shall be the processor or sub-processor. The Client shall be the controller or processor.

**Article 2. Obligations of Guida**

2.1 Guida shall notify the Client without delay if, in its opinion, an instruction from the Client is contrary to the General Data Protection Regulation.

2.2 Guida shall, to the extent within its power, reasonably provide assistance to the Client in carrying out Data Protection Impact Assessments (DPIAs). Guida shall charge the Client for the time and resources allocated to this and any related costs.

**Article 3. Transfer of personal data**

3.1 Guida may process the personal data in countries within the European Union or the European Economic Area. Transfer to other countries shall only be permitted with the Client's prior consent.

3.2 If processing takes place outside the European Union or the European Economic Area, Guida shall inform the Client of the country or countries involved.

3.3 Transfer outside the EU/EEA shall be permitted if Guida implements appropriate safeguards, such as standard contractual clauses.

**Article 4. Allocation of responsibilities**

4.1 The processing operations under these Data Processing Terms and Conditions shall be carried out within an automated environment.

4.2 Guida shall solely be responsible for the processing of personal data under these Data Processing Terms and Conditions, in accordance with the instructions of the Client and under the Client's explicit final responsibility. Guida shall expressly not be responsible for other processing operations of personal data,

including in any event, but not limited to, the collection of personal data by the Client, processing operations for purposes that have not been reported to Guida by the Client, processing operations by third parties and/or for other purposes.

4.3 The Client guarantees that the content, use and instructions for the processing operations of the personal data within the meaning of these Data Processing Terms and Conditions, are not unlawful and do not infringe on any rights of a third party. The Client shall indemnify Guida against all related claims and demands.

**Article 5. Engaging third parties or subcontractors**

5.1 Within the scope of these Data Processing Terms and Conditions, Guida may engage third parties and, upon request, shall provide a list of third parties (sub-processors) to the Controller.

5.2 If and to the extent possible, Guida shall ensure that these third parties assume in writing at least the same obligations as have been agreed between the Client and Guida.

5.3 Guida shall be responsible for proper compliance with the obligations under these Data Processing Terms and Conditions by these third parties and in the event of errors by these third parties it shall be liable as if it were at fault.

5.4 The preceding paragraph shall not apply to third parties Guida has little or no scope to negotiate terms with. Guida shall not be liable for damage resulting from errors on the part of those third parties exceeding the amount it has actually recovered from those third parties. At the request of the Client, Guida shall assign its claims against those third parties in respect of compensation of damages to the Client.

**Article 6. Security**

6.1 Guida shall endeavour to implement adequate technical and organisational measures with respect to the processing operations of personal data to be carried out, against loss or any form of unlawful processing (such as unauthorised disclosure, destruction, alteration or transmission of personal data).

6.2 Guida operates in accordance with ISO 27001, which is considered to meet the security requirements in view of the state of the art.

6.3 If the Client requires additional technical and organisational measures that exceed the level of the standard as referred to in the above paragraph, the Parties shall consult each other about the preferred measures. Costs related to carrying out and implementing the desired additional technical and organisational measures shall be at the Client's expense.

6.4 Guida does not guarantee that the security is effective under all conditions.

6.5 The Client shall only make personal data available to Guida for processing if it has ascertained that the security level as referred to in Article 6.2 is adequate.

**Article 7. Duty to report**

7.1 The Client or its Client shall at all times be responsible for reporting a security breach and/or data breach (including a breach of the security of personal data leading to a risk of adverse consequences, or that has adverse consequences, for the protection of personal data) to the supervisory authority and/or data subjects. To enable the Client or its Client to comply with this legal obligation, Guida shall notify the Data Controller of the security breach and/or data breach within 48 hours of discovering it.

7.2 A report is always required, but only if the event has actually occurred.

7.3 The duty to report shall at least include reporting the fact that a breach has occurred. In addition, a report must specify:

1. the nature of the breach in relation to personal data, where possible stating the categories of data subjects and personal data registers concerned and the approximate number of data subjects and personal data registers involved;
2. the name and contact details of the data protection officer or any other point of contact to obtain more information;
3. the likely consequences of the personal data breach;
4. the measures proposed or implemented by Guida to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

**Article 8. Handling data subject requests**

8.1 In the event a data subject submits a request to Guida to exercise their legal rights, Guida shall forward the request to the Client, and the Client shall further handle the request. Guida may inform the data subject accordingly.

**Article 9. Confidentiality**

9.1 All personal data Guida receives from the Client and/or collects within the scope of these Data Processing Terms and Conditions, shall be subject to a duty of confidentiality towards third parties. Guida shall not use this data for any purpose other than for which it has been acquired, even if it has been converted into such a form that it cannot be traced to the data subjects.

9.2 This duty of confidentiality shall not apply where the Client has given express consent to disclose the information to third parties, if disclosure of the information to third parties is logically necessary given the nature of the assignment and the performance of these Data Processing Terms and Conditions, or if there is a statutory obligation to disclose the information to a third party.

**Article 10. Audit**

10.1 The audit provision(s) in the General Terms and Conditions shall apply by analogy.

**Article 11. Duration and termination**

11.1 Upon termination of the Agreement, Guida shall – at the Client's discretion – return all personal data it possesses in original or copy form to the Client, and/or delete and/or destroy such personal data,

including any copies thereof. The aforementioned shall not apply to the personal data that Guida must retain in order to comply with statutory (retention) requirements.

11.2 Guida shall be entitled to review these Data Processing Terms and Conditions from time to time. It shall give the Client at least three months' notice of any amendments.