GENERAL TERMS AND CONDITIONS OF OPENSOURCE ICT SOLUTIONS B.V.

CHAPTER 1 - GENERAL

ARTICLE 1. | DEFINITIONS

1.1 Opensource ICT Solutions B.V.: the seller, contractor and user of these general terms and conditions, with its registered office at Tappersweg 14 024, in (2031 EV) Haarlem, registered in the trade register of the Chamber of Commerce under number 73821535.

1.2 Client: any natural or legal person who enters into an agreement with Opensource ICT Solutions for the delivery of products or services, or to whom Opensource ICT Solutions has made an offer.

1.3 Parties: Opensource ICT Solutions and the Client jointly.

1.4 Agreement/Assignment: any agreement (and/or assignment) between Opensource ICT Solutions and the Client in connection with the provision of services or the delivery of products by Opensource ICT Solutions for the benefit of the Client.

1.5 Quotation: any offer made by Opensource ICT Solutions to the Client.

1.6 In writing: communication in writing, communication by e-mail or any other means of communication that, in view of the state of technology and generally accepted standards of communication, can be equated with this.

1.7 Products: all items delivered or made available to the Client by or on behalf of Opensource ICT Solutions, whether or not against payment, including but not limited to hardware, documentation, materials, tools or other goods, insofar as these form an explicit part of the Agreement between Opensource ICT Solutions and the Client.

1.8 Services: all services offered by Opensource ICT Solutions, including training, consultancy, support and hosted solutions, as well as all work to be performed by Opensource ICT Solutions on behalf of the Client, whether or not commissioned by the Client.

1.9 SaaS service: the remote provision of functionality to the Client by Opensource ICT Solutions via the internet or another data network, without the Client being provided with a physical carrier or download containing the relevant underlying software.

ARTICLE 2. | APPLICABILITY

2.1 These general terms and conditions apply to all offers, orders (Purchase Orders), agreements and commitments between Opensource ICT Solutions and the Client, as well as to their implementation by Opensource ICT Solutions.

2.2 Opensource ICT Solutions expressly rejects the applicability of the Client's general terms and conditions, however named.

2.3 These general terms and conditions also apply to agreements for the performance of which Opensource ICT Solutions engages third parties.

2.4 Deviations from the provisions of these general terms and conditions are only possible in writing.

2.5 In the event of a conflict between the general terms and conditions of Opensource ICT Solutions and the Agreement, the provisions of the Agreement shall prevail.

2.6 The invalidity or nullity of one or more of these provisions in these general terms and conditions shall not affect the validity of the other provisions. In such a case, the Parties are obliged to enter into mutual consultation in order to agree on a replacement provision for the affected provision. In doing so, the purpose and scope of the original provision shall be taken into account as much as possible.

2.7 Opensource ICT Solutions is entitled to unilaterally amend these general terms and conditions. Amendments shall take effect one month after notification or a date specified in writing, or by means of a notice on the Opensource ICT Solutions website. If the Client does not wish to accept amendments to the general terms and conditions, it shall have the right to terminate the Agreement by registered letter as of the date on which the amendments take effect. the right to terminate the Agreement by registered letter on the date on which the amended terms and conditions take effect. After the date of entry into force, the Client will be deemed to have accepted the changes – tacitly.

ARTICLE 3. | OFFER AND CONCLUSION OF AGREEMENTS

3.1 All quotations and offers made by Opensource ICT Solutions are without obligation, even if they specify a term for acceptance. Opensource ICT Solutions is never obliged to accept an order.

3.2 The Client cannot derive any rights from an offer or quotation from Opensource ICT Solutions that contains an obvious error or mistake, or which the Client could reasonably understand to be an error or mistake.

3.3 Services or Products that are not explicitly mentioned in the Quotation or offer are not part of the agreed Services or deliveries.

3.4 An Agreement shall only be deemed to have been concluded once the offer has been accepted by the Client. If Opensource ICT Solutions has commenced its Services or deliveries without the Client having objected, the offer shall be deemed to have been accepted on the basis of the Quotation.

3.5 All Quotations, price quotations, offers and accompanying Documentation issued by Opensource ICT Solutions must be treated as strictly confidential by the Client. Without the prior written consent of Opensource ICT Solutions, the Client is not permitted to make these Quotations, price quotations, offers and Documentation available to third parties, in whole or in part, or to disclose or otherwise make them known.

3.6 Specific designs, solutions or elaborations, tailor-made advice and other customised solutions in the Quotation may not be used by the Client in the event of rejection of the Quotation and no rights can be derived from them vis-à-vis Opensource ICT Solutions, unless the Client pays reasonable compensation to Opensource ICT Solutions for this.

3.7 An offer made by Opensource ICT Solutions does not automatically apply to any subsequent agreements. However, insofar as no changes have been made, these general terms and conditions do apply to subsequent agreements without Opensource ICT Solutions being obliged to provide the Client with these general terms and conditions each time.

ARTICLE 4. | PRICES AND COST-INCREASING CIRCUMSTANCES

4.1 Opensource ICT Solutions delivers the Products and Services at the prices agreed with the Client. All prices quoted by Opensource ICT Solutions are exclusive of VAT and other levies or taxes, unless expressly stated otherwise.

4.2 Unless the Parties have agreed otherwise in writing, the price stated in the Quotation applies exclusively to the entire, undivided order. If the Client decides to have only part of the order carried out, the full quoted price remains due.

4.3 Opensource ICT Solutions is not obliged to accept part of the assignment. If Opensource ICT Solutions nevertheless agrees to carry out a partial assignment, Opensource ICT Solutions may set a separate price and conditions for this.

4.4 Changes to the Assignment at the request of the Client will be charged separately and are not included in the Quotation.

4.5 Third-party costs incurred by Opensource ICT Solutions in the performance of the Agreement will be charged separately to the Client, unless expressly agreed otherwise between Opensource ICT Solutions and the Client.

4.6 If circumstances arise during the performance of the Agreement that increase costs and that cannot be attributed to Opensource ICT Solutions, Opensource ICT Solutions is entitled to pass on these costs to the Client.

4.7 Cost-increasing circumstances are in any case understood to mean: design changes at the request of the Client, delays caused by the Client or third parties, price increases for resources, increases in tax rates and changes in legislation and regulations. Opensource ICT Solutions will inform the Client as soon as possible if such cost-increasing circumstances arise and, if possible, provide an estimate of the additional costs.

ARTICLE 5. | PAYMENT

5.1 Payment must be made by the Client within a period specified by Opensource ICT Solutions.

5.2 Opensource ICT Solutions is at all times entitled to demand full or partial advance payment of the agreed rate or payment of an advance or other form of security from the Client.

5.3 In the case of a joint assignment, the Clients are jointly and severally liable for the payment of the invoice amount, insofar as the Work of Opensource ICT Solutions has been performed for the joint Clients, regardless of the name on the invoice.

5.4 Opensource ICT Solutions is entitled to make the invoices due to the Client available to him exclusively in digital form.

5.5 Payments made by the Client shall always be used to settle the oldest debt.

5.6 Invoices from Opensource ICT Solutions must be paid on time, without deduction, discount or set-off. The Client is not authorised to suspend any payment obligation.

5.7 If the Client has not fulfilled its payment obligation, or if Opensource ICT Solutions has a claim against the Client on other grounds, Opensource ICT Solutions is entitled to suspend the fulfilment of its obligations.

5.8 If the Client has not paid an amount due within the agreed payment term, it is legally in default, without further notice of default being required.

5.9 From the moment the Client is in default, it shall owe statutory commercial interest as referred to in Section 6:119a of the Dutch Civil Code on the outstanding amount until the date of full payment.

5.10 All costs incurred by Opensource ICT Solutions in collecting the claim(s), both judicially and extrajudicially, shall be borne in full by the Client. The extrajudicial collection costs are set at 15% of the outstanding amount, with a minimum of €250.

5.11 If the actual collection costs turn out to be higher and these have been reasonably necessary, the Client is also obliged to reimburse these actual costs in full.

5.12 Opensource ICT Solutions is entitled to suspend the delivery of Services or Products until all outstanding amounts have been paid in full by the Client.

5.13 In addition to interest and collection costs, the Client is also liable for all other damage suffered by Opensource ICT Solutions as a result of late payment, including but not limited to damage caused by delay.

ARTICLE 6. | FORCE MAJEURE

6.1 In the event of force majeure, Opensource ICT Solutions is entitled to temporarily suspend its obligations under the Agreement without becoming liable for damages. It cannot be held liable for performance during the period of force majeure.

6.2 Force majeure includes extreme weather conditions, floods, power failures, earthquakes or other natural disasters, epidemics and pandemics, acts of war or terrorist attacks, cyber attacks, fire, strikes, above-average staff absenteeism, and the event that third parties used by Opensource ICT Solutions in the performance of the Agreement are unable to perform, regardless of the reason.

6.3 Opensource ICT Solutions is no longer entitled to suspend performance if the force majeure has lasted for an uninterrupted period of three months or sooner if it is established that performance has become permanently impossible due to force majeure. In that case, the Parties have the right to terminate the Agreement without the Parties being liable for damages to each other in any way. The termination does not affect the Client's payment obligations that are due and payable.

ARTICLE 7. | PERFORMANCE OF THE AGREEMENT

7.1 Opensource ICT Solutions will perform the Agreement to the best of its knowledge and ability. Opensource ICT Solutions is at all times only bound by a best efforts obligation.

7.2 If a term has been agreed or specified for the performance of Services or the delivery of Products, this shall never be a strict deadline. Exceeding a term by Opensource ICT Solutions shall never result in Opensource ICT Solutions being liable for damages.

7.3 The parties are aware that the success of the Agreement depends on the efforts of both parties, good communication and good mutual cooperation. The Client shall therefore, at the request of Opensource ICT Solutions, provide the cooperation that can reasonably be expected of it.

7.4 If and insofar as required for the proper performance of the Agreement, Opensource ICT Solutions is free to have work carried out by third parties, at the discretion of Opensource ICT Solutions. The applicability of Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is expressly excluded.

7.5 If Opensource ICT Solutions engages third parties or another party to deliver the Services or Products, these General Terms and Conditions shall also apply to the delivery of those Services or Products by those third parties or other party.

7.6 If, during the performance of the Agreement, it appears that it is necessary to amend or supplement it for the performance thereof, the Parties shall proceed to amend the Agreement in a timely manner and in mutual consultation.

ARTICLE 8. | OBLIGATIONS OF THE CLIENT

8.1 The Client is obliged to provide Opensource ICT Solutions with all information that is reasonably relevant to the design and performance of the Agreement as soon as possible as required for the design and (further) performance of the Agreement.

8.2 The Client guarantees the completeness and accuracy of all information provided to Opensource ICT Solutions by or on behalf of the Client.

8.3 The Client is responsible for the manner in which and the means by which information is provided to Opensource ICT Solutions. The Client shall ensure that the information does not infringe the rights of third parties. The Client indemnifies Opensource ICT Solutions against any claims from third parties in this regard.

8.4 The Client must immediately comply with instructions and directions from Opensource ICT Solutions and the Client must, on its own initiative and at Opensource ICT Solutions' first request, provide Opensource ICT Solutions with all information which the Client suspects or may suspect is important or useful for the performance of the Agreement by Opensource ICT Solutions.

8.5 If the requested information is not provided to Opensource ICT Solutions in a timely manner, Opensource ICT Solutions has the right to suspend the Work related to the performance of the Agreement and/or to charge the Client for the damage resulting from the delay in accordance with the usual rates.

8.6 The Client is not permitted to transfer rights and obligations under the Agreement or these general terms and conditions to third parties without the prior written consent of Opensource ICT Solutions.

ARTICLE 9. | DURATION, SUSPENSION, TERMINATION AND INTERIM TERMINATION OF THE AGREEMENT

9.1 The Agreement between Opensource ICT Solutions and the Client is entered into for an indefinite period, unless the nature of the Agreement dictates otherwise or if the Parties expressly agree otherwise in writing.

9.2 The Agreement may be terminated without any culpable conduct or failure to comply with the Agreement, subject to a notice period of three (3) months.

9.3 Opensource ICT Solutions is authorised to suspend the fulfilment of its obligations or to terminate the Agreement if:

a. the Client fails to fulfil its contractual obligations under the Agreement, either in whole or in part, or fails to do so on time;
b. after the conclusion of the Agreement, Opensource ICT Solutions becomes aware of circumstances that give it good reason to fear that the Client will not fulfil its obligations;
c. upon conclusion of the Agreement, the Client was requested to provide security for the fulfilment of its obligations under the Agreement and this security is not provided or is insufficient;
d. due to the delay on the part of the Client, Opensource ICT Solutions can no longer be expected to perform the Agreement in accordance with the originally agreed terms and conditions.

9.4 Furthermore, Opensource ICT Solutions is authorised to terminate the Agreement if circumstances arise that are of such a nature that fulfilment of the Agreement is impossible, or if other circumstances arise that are of such a nature that Opensource ICT Solutions cannot reasonably be expected to maintain the Agreement unchanged.

9.5 If the Agreement is terminated, Opensource ICT Solutions' claims against the Client will become immediately due and payable. If Opensource ICT Solutions suspends the fulfilment of its obligations, it will retain its rights under the law and the Agreement.

9.6 If Opensource ICT Solutions proceeds with suspension or termination, it shall in no way be obliged to compensate for any damage or costs incurred as a result.

9.7 If the termination is attributable to the Client, Opensource ICT Solutions shall be entitled to compensation for the damage, including the costs, incurred directly and indirectly as a result.

9.8 If the Client fails to fulfil its obligations under the Agreement and this failure justifies termination, Opensource ICT Solutions shall be entitled to terminate the Agreement immediately and directly without any obligation to pay damages or compensation. However, in the event of negligence on the part of the Client, the Client may be obliged to pay compensation.

9.9 If Opensource ICT Solutions chooses to terminate the Agreement prematurely, consultations will take place with the Client to transfer any tasks still to be performed to third parties,

provided that the Client has fulfilled its obligations to Opensource ICT Solutions. If this transfer entails additional costs for Opensource ICT Solutions, these costs will be charged to the Client.

9.10 In situations such as liquidation, application for a moratorium on payments, bankruptcy, seizure of the Client's assets, debt restructuring, or other circumstances that limit the disposal of the Client's assets, Opensource ICT Solutions has the right to terminate the Agreement with the Client with immediate effect, without notice of default and without judicial intervention. In this case, Opensource ICT Solutions' claims against the Client shall become immediately due and payable.

ARTICLE 10. | LIABILITY

10.1 The liability of Opensource ICT Solutions is limited to direct, material damage caused by a shortcoming attributable to it. Direct damage is exclusively understood to mean:
   a. the reasonable costs of determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of the general terms and conditions;
   b. any reasonable costs incurred to remedy the shortcoming in the performance of the Agreement by Opensource ICT Solutions, unless this cannot be attributed to Opensource ICT Solutions;
   c. the reasonable costs incurred to prevent or limit the damage, insofar as the Client demonstrates that these costs have led to a limitation of the direct damage as referred to in this article.

10.2 Opensource ICT Solutions is not liable for any loss of digitally stored information.

10.3 Opensource ICT Solutions only has an obligation of best efforts towards the Client.

10.4 In the event of a failure attributable to it in the performance of an Agreement with the Client, Opensource ICT Solutions is never liable for indirect damage suffered by the Client, including in particular but not exclusively consequential damage, lost profit, lost turnover, lost savings, business interruption or damage to third parties.

10.5 If Opensource ICT Solutions is liable for any damage, the liability of Opensource ICT Solutions is limited to the amount paid out as compensation by its liability insurer, plus any excess payable by Opensource ICT Solutions. In the absence of liability cover under an insurance policy or if the liability insurer does not pay compensation for the damage for any reason whatsoever, the liability of Opensource ICT Solutions shall be limited to a maximum of the fee that Opensource ICT Solutions has stipulated and received for its services in respect of the part to which the liability relates.

10.6 Under no circumstances shall the total compensation for the damage exceed €5,000 per attributable shortcoming. A related series of attributable shortcomings shall be regarded as one (1) attributable shortcoming.

10.7 Opensource ICT Solutions is not liable for damage suffered by the Client as a result of relying on incorrect or incomplete information provided by the Client or third parties.

10.8 Opensource ICT Solutions is not liable for damage to or loss of Products during transport or during shipment, by post, electronically or in any other way, regardless of whether the transport or shipment is carried out by or on behalf of the Client, Opensource ICT Solutions or a third party.

10.9 Opensource ICT Solutions is not liable for reduced, deviating or non-functioning features of delivered Services as a result of external influences, including but not limited to changes in the Client's internet browsers, operating systems or devices, malfunctions at third parties or internet providers, incorrect use by the Client or third parties, changes in legislation and regulations, security incidents and force majeure.

10.10 Damage for which Opensource ICT Solutions can be held liable under these general terms and conditions must be reported to Opensource ICT Solutions in writing as soon as possible, but no later than fourteen (14) days after it has arisen. Damage that is not reported within that period will not be eligible for compensation, unless the Client can demonstrate that it was unable to report the damage earlier.

10.11 The limitations of liability in these general terms and conditions do not apply if the damage was caused by intent or deliberate recklessness on the part of Opensource ICT Solutions.

10.12 The Client indemnifies Opensource ICT Solutions against all claims from third parties – including in respect of damage suffered by third parties – as a result of the use of the items and/or files and/or Services delivered and/or made available to the Client by Opensource ICT Solutions on the basis of the Agreement. This provision does not apply if the Client is acting as a consumer.

ARTICLE 11. | WARRANTY

11.1 Opensource ICT Solutions guarantees that the Services will be performed with the care and expertise that may be expected from a professional service provider.

11.2 Insofar as Opensource ICT Solutions is dependent on products, services or performances of third parties (including suppliers and licensors) in the performance of the Services, Opensource ICT Solutions does not provide any guarantees beyond the guarantee that Opensource ICT Solutions itself receives from these third parties.

11.3 Any guarantees from third parties are provided exclusively under the conditions under which they have been granted to Opensource ICT Solutions by the third parties concerned. Opensource ICT Solutions accepts no liability for the non-fulfilment, late fulfilment or defective fulfilment of such guarantees by these third parties.

11.4 At the Client's request, Opensource ICT Solutions will make the applicable general terms and conditions or warranty conditions of its suppliers or subcontractors available to the Client.

ARTICLE 12. | COMPLAINTS AND CLAIMS

12.1 Any complaint about the Services provided must be made to within fourteen (14) days after the Client has discovered or should reasonably have discovered the shortcoming. in writing to Opensource ICT Solutions, in which the Client must indicate, with supporting evidence, what the shortcoming consists of and when and how it was discovered. Failure to meet this deadline will result in the forfeiture of all claims.

12.2 Complaints regarding the amount of invoice amounts must be submitted in writing to Opensource ICT Solutions within fourteen (14) days of the invoice date. Exceeding this period will result in the forfeiture of all claims.

12.3 Even if the Client submits a complaint in good time, its obligation to pay Opensource ICT Solutions on time remains.

ARTICLE 13. | RETENTION OF TITLE

13.1 Opensource ICT Solutions retains ownership of the delivered Products until the Client has fully complied with all obligations under the Agreement, including payment of all outstanding invoices.

13.2 As long as ownership has not been transferred, the Client is not entitled to sell, pledge, encumber, allow use of or otherwise transfer the Products to third parties.

13.3 If the Client fails to pay or fulfil other obligations, Opensource ICT Solutions is entitled to take back the Products without prior notice of default.

13.4 The Client shall cooperate fully with the repossession and any repair of the Products at the first request of Opensource ICT Solutions.

ARTICLE 14. | INTELLECTUAL PROPERTY RIGHTS

14.1 The performance of the Assignment by Opensource ICT Solutions does not imply the transfer of intellectual property rights vested in Opensource ICT Solutions. All intellectual property rights arising during or resulting from the performance of the Assignment belong to Opensource ICT Solutions .

14.2 The Client is expressly prohibited from reproducing, disclosing or exploiting the Products to which Opensource ICT Solutions holds intellectual property rights, or Products to which intellectual property rights relate and for which Opensource ICT Solutions has acquired rights of use (including, but not limited to: computer programmes, systems, system designs, working methods, advice, (model) contracts and reports) without the prior express written consent of Opensource ICT Solutions.

14.3 The Client is not permitted to make the Products referred to in the second paragraph of this article available to third parties without the prior express written consent of Opensource ICT Solutions. This does not apply in the event that the Client wishes to obtain an expert opinion on the performance of the Services by Opensource ICT Solutions. In that case, the Client shall impose its obligations under this article on the third party or parties engaged by it.

14.4 The Client may not remove or alter any indications relating to copyrights, trademarks, trade names or other intellectual property rights from the software, including indications relating to confidentiality and secrecy.

14.5 Opensource ICT Solutions has the right to take technical measures to protect the software. If Opensource ICT Solutions has secured the software with technical protection, the Client is not permitted to circumvent or remove this protection.

ARTICLE 15. | SECURITY

15.1 If and insofar as Opensource ICT Solutions is obliged to take security measures on the basis of the Agreement, Opensource ICT Solutions will ensure a level of security that is not unreasonable, taking into account the state of the art, the implementation costs and the nature of the Services provided by Opensource ICT Solutions.

15.2 Opensource ICT Solutions does not guarantee that the security measures taken will be effective under all circumstances.

15.3 The Client shall ensure adequate security of its own systems, infrastructure, accounts and access data and shall treat these as confidential.

15.4 Opensource ICT Solutions is entitled to adjust the security measures if changed circumstances or technological developments give cause to do so.

15.5 If the Client fails to follow Opensource ICT Solutions' instructions regarding security, or fails to do so in a timely manner, Opensource ICT Solutions shall not be liable for any damage resulting therefrom.

ARTICLE 16. | CONFIDENTIALITY

16.1 The Client undertakes towards Opensource ICT Solutions, both during the term of the Agreement and after termination of the Agreement, to treat all information that has come to the Client's knowledge in the context of the Agreement and is of a confidential nature, or should be regarded as such by its nature, as confidential and secret information and not to disclose it to third parties or in any way whatsoever. The Client may only use the confidential information for the purpose for which it was provided and share it with personnel or third parties who are strictly necessary for the performance of the Agreement and who are also bound by an obligation of confidentiality.

16.2 The Client is liable for any breach of the confidentiality of Opensource ICT Solutions. In the event of a breach of the obligation incumbent on the Client pursuant to the previous paragraph of this article, the Client shall owe Opensource ICT Solutions an immediately payable penalty

– without notice of default being required – of €50,000 per violation and/or event, without prejudice to Opensource ICT Solutions' right to claim (additional) compensation from the Client.

ARTICLE 17. | CONFIDENTIALITY AND PRIVACY

17.1 The parties shall ensure that all information they receive from each other (regarding each other and third parties) and which is likely to be confidential is treated as such.

17.2 Confidential information shall only be used for the purpose for which it is provided.

17.3 When performing the Agreement, Opensource ICT Solutions will always process the Client's data in accordance with its privacy statement and the applicable laws and regulations. The data will not be used for any purpose other than the performance of the Agreement. The data will not be made available to third parties, unless this is necessary for the performance of the Agreement.

ARTICLE 18. | CHOICE OF LAW AND JURISDICTION

18.1 All Agreements and all legal relationships between the Parties arising therefrom are governed exclusively by Dutch law.

18.2 Disputes arising from legal relationships between Opensource ICT Solutions and the Client shall be submitted to and settled by the District Court of North Holland, location Haarlem. Opensource ICT Solutions is free to submit disputes to the court competent under the law, in deviation from this.

CHAPTER 2 – CONSULTANCY

The provisions in this chapter apply, in addition to the other provisions in these general terms and conditions, to the Services regulated in this chapter. In the event of any conflict between the provisions of this chapter and Chapter 1 (General provisions), the provisions of this chapter (Chapter 2) shall prevail.

ARTICLE 19. | SCOPE AND PERFORMANCE OF THE CONSULTANCY SERVICES

19.1 Opensource ICT Solutions provides consultancy services in the field of implementation, optimisation and management of Zabbix environments and/or other (open source) monitoring systems.

19.2 Opensource ICT Solutions offers the consultancy services on the basis of a best efforts obligation.

19.3 Opensource ICT Solutions performs the consultancy services independently, at its own discretion and not under the direction or supervision of the Client.

19.4 The implementation and turnaround time of the consultancy depend on various factors, including the quality and timeliness of the information provided by the Client and the cooperation of the Client and any third parties.

ARTICLE 20. | CONFIDENTIALITY AND USE

20.1 Without the prior written consent of Opensource ICT Solutions, the Client is not entitled to:
   a. Provide advice, reports or documentation from Opensource ICT Solutions to third parties;
   b. Make any statements about the working methods or techniques of Opensource ICT Solutions.

20.2 The consultancy results are intended exclusively for internal use by the Client.

ARTICLE 21. | REMUNERATION

21.1 The remuneration for the consultancy services is laid down in the agreement.

21.2 In the absence of an expressly agreed payment schedule, the fees are payable monthly in arrears.

ARTICLE 22. | CANCELLATION

22.1 Cancellation by the Client of a Service consisting of consultancy work must be made in Writing. The following rules apply with regard to cancellation:

a. In the event of cancellation up to 14 days before the scheduled consultancy appointment: full refund of amounts already paid.
b. In the event of cancellation up to 7 days before the planned consultancy appointment: 50% of the total agreed amount must be paid to Opensource ICT Solutions. If the Client has already paid the full amount to Opensource ICT Solutions, 50% will be refunded.
c. In case of cancellation within 7 days prior to the scheduled consultancy appointment or in the event that the appointment is cancelled for any reason on the part of the Client without prior notice: the Client must pay the full amount. If the Client has already paid the full amount to Opensource ICT Solutions, no refund will be made.

CHAPTER 3 – SUPPORT

The provisions in this chapter apply, in addition to the other provisions in these general terms and conditions, to the Services regulated in this chapter. In the event of any conflict between the provisions of this chapter and Chapter 1 (General provisions), the provisions of this chapter (Chapter 3) shall prevail.

ARTICLE 23. | SUPPORT SERVICES

23.1 The support services are aimed at analysing and resolving incidents and malfunctions as quickly and efficiently as possible, but Opensource ICT Solutions does not guarantee that malfunctions or incidents will be resolved within a certain period of time or that the monitoring solutions will function without interruption at all times.

23.2 If agreed with the Client, Opensource ICT Solutions provides support services 24 hours a day, 7 days a week.

23.3 The support services include providing first and second line support in the event of malfunctions, incidents and questions about the functioning of monitoring solutions.

23.4 The support services are provided via means of communication to be determined by Opensource ICT Solutions, including but not limited to telephone, e-mail and/or online systems.

23.5 The support services commence on the date specified in the agreement, unless otherwise agreed in writing.

ARTICLE 24. | SUPPORT REQUEST BY CLIENT

24.1 The Client must report support requests as completely and in as much detail as possible, in accordance with the procedures prescribed by Opensource ICT Solutions.

24.2 Opensource ICT Solutions is entitled to impose conditions on the manner in which the Client submits a support request, the prioritisation of support requests, and the number of support requests that a Client may submit per time unit.

24.3 Opensource ICT Solutions will handle properly substantiated support requests within a reasonable period of time in accordance with its usual procedures.

ARTICLE 25. | LIMITATIONS

25.1 Opensource ICT Solutions provides support in accordance with the terms and conditions agreed with the Client. If Opensource ICT Solutions purchases support from third parties and these third parties offer support levels to Opensource ICT Solutions, Opensource ICT Solutions will apply the same support levels to the Client.

25.2 The support does not include:
a. Repair of errors caused by third parties;
b. Changes or extensions to functionalities;
c. Work that falls outside the agreed scope of the support services.

25.3 Insofar as Opensource ICT Solutions is dependent on third parties in providing support, Opensource ICT Solutions does not provide any guarantees beyond the guarantees it receives from these third parties.

CHAPTER 4 – TRAINING

The provisions in this chapter apply, in addition to the other provisions in these general terms and conditions, to the Services regulated in this chapter. In the event of any conflict between the provisions of this chapter and Chapter 1 (General provisions), the provisions of this chapter (Chapter 4) shall prevail.

ARTICLE 26. | CONTENT AND IMPLEMENTATION OF TRAINING

26.1 The training courses are designed to provide participants with the knowledge and skills they need to make optimal use of the Services or software managed by Opensource ICT Solutions.

26.2 In the case of training developed specifically for the Client, Opensource ICT Solutions determines the content, level of difficulty, structure and duration of the training or course, but takes into account the background and knowledge of the participants. In other cases, the content of the training is determined in consultation with the Client.

26.3 The Client is obliged to comply with the rules of conduct and instructions set by Opensource ICT Solutions.

26.4 If the training or course takes place at the Client's location, the Client is responsible for providing a suitable classroom, functioning equipment and software. If the facilities at the Client's location are not adequate, at the discretion of Opensource ICT Solutions, Opensource ICT Solutions may postpone, shorten or cancel the training or course.

26.5 In accordance with the previous paragraph, Opensource ICT Solutions is not liable for any damage resulting from the postponement, shortening or discontinuation of the course at the Client's premises.

ARTICLE 27. | REGISTRATION AND CANCELLATION

27.1 Registration for a training course or programme must be made by the Client in writing or electronically and is binding after confirmation by Opensource ICT Solutions.

27.2 A participant may only be replaced by another participant with the prior written consent of Opensource ICT Solutions.

27.3 Cancellation of a training course or programme by the Client must be made in writing. The following rules apply with regard to cancellation:

d. In the event of cancellation up to 14 days before the start of the training or course: full refund of amounts already paid.
e. In case of cancellation up to 7 days before the start of the training or course: 50% of the total course fee must be paid to Opensource ICT Solutions. If the Client has already paid the full amount to Opensource ICT Solutions, 50% will be refunded.
f. In case of cancellation within 7 days before the start or in case of no-show: the Client must pay the full amount. If the Client has already paid the full amount to Opensource ICT Solutions, no refund will be made.

27.4 Opensource ICT Solutions reserves the right to combine a training course or programme with another training course or programme if the number of participants allows this.

27.5 Opensource ICT Solutions is entitled to cancel a training course or programme if the number of registrations gives cause to do so. In that case, the Client will be informed as soon as possib ly and Opensource ICT Solutions will refund any training or course fees paid in full.

ARTICLE 28. | PRICE AND PAYMENT

28.1 The Client is obliged to pay the fee for the training or course in accordance with the Agreement, prior to the start of the training or course, unless otherwise agreed in Writing.

28.2 If the Client fails to pay on time, Opensource ICT Solutions may cancel the training or course or decide to exclude participant(s) from participation, without prejudice to the other rights of Opensource ICT Solutions.

28.3 Prices may be adjusted in the event of changes to applicable laws and regulations, including VAT rates.

CHAPTER 5 – MANAGED SERVICES (SAAS SERVICE)

The provisions in this chapter apply, in addition to the other provisions in these general terms and conditions, to the Services regulated in this chapter. In the event of any conflict between the provisions of this chapter and Chapter 1 (General Provisions), the provisions of this chapter (Chapter 5) shall prevail.

ARTICLE 29. | PERFORMANCE OF THE MANAGED SERVICES

29.1 Opensource ICT Solutions performs the SaaS service on behalf of the Client. The Services to be performed consist of Opensource ICT Solutions making functionality available to the Client remotely via the internet or another data network, without the Client being provided with a physical carrier or download containing the relevant underlying software.

29.2 The Client is entitled to use the SaaS service exclusively for the benefit of its own organisation and exclusively in accordance with the intended use by Opensource ICT Solutions. The Client is not permitted to allow third parties to use the SaaS service, unless otherwise agreed in writing.

29.3 Opensource ICT Solutions is entitled to use third parties and suppliers in the performance of the SaaS service.

ARTICLE 30. | CHANGES AND FURTHER DEVELOPMENT

30.1 Opensource ICT Solutions is entitled to change the content, functionalities and scope of the SaaS service, including but not limited to modifying, releasing or replacing (parts of) the underlying software or infrastructure.

30.2 Opensource ICT Solutions is not obliged to maintain, modify or add specific functionalities or features of the SaaS service for the Client.

30.3 If a change leads to a substantial change in the use of the SaaS service, Opensource ICT Solutions will inform the Client of this as soon as possible.

ARTICLE 31. | AVAILABILITY AND MAINTENANCE

31.1 Opensource ICT Solutions will endeavour to keep the SaaS service available, but does not guarantee that the SaaS service will function uninterrupted or error-free at all times.

31.2 entitled to temporarily suspend the SaaS service in whole or in part for maintenance, updates or other service work. Opensource ICT Solutions will, as far as reasonably possible, carry out such work at times when the SaaS service is least used and will not allow it to take longer than necessary. Opensource ICT Solutions will always notify the Client of such work at least one (1) week before the work commences.

ARTICLE 32. | USE AND SETUP

32.1 Unless expressly agreed otherwise, the Client is responsible for:
a. the design, configuration and use of the SaaS service;
b. the delivery, management and accuracy of data;
c. the equipment, networks and user environment used.

32.2 Opensource ICT Solutions is not obliged to provide the Client with a physical carrier or download of the underlying software.

ARTICLE 33. | WARRANTIES

33.1 With regard to the SaaS service, Opensource ICT Solutions only provides the warranties as included in Chapter 1 of these general terms and conditions.

33.2 Insofar as Opensource ICT Solutions is dependent on third-party products or services in the performance of the SaaS service, Opensource ICT Solutions does not provide any warranties beyond the warranties that Opensource ICT Solutions itself has received from these third parties.

ARTICLE 34. | COMMENCEMENT AND REMUNERATION

34.1 The SaaS service shall commence within a reasonable period of time after the Agreement has been concluded, unless the Parties have agreed otherwise in Writing.

34.2 The fee payable by the Client for the SaaS service is laid down in the Agreement. Unless otherwise agreed, fees are payable periodically and in advance of the start or continuation of the service provision.