GENERAL TERMS AND CONDITIONS DIGIFRAME BV

Article 1: Definitions

The following terms are used in these general terms and conditions:

1.1 Digiframe: Digiframe B.V., established in Woerden, Chamber of Commerce number 30169196

1.2 Client: the natural person or legal entity entering into an agreement with Digiframe

1.3 Agreement: any written or digital agreement between Digiframe and the client

1.4 Services: all work, advice, deliveries and services provided by Digiframe

1.5 Materials: alle systemen, modellen, schema's, programmatuur, documentatie en andere materialen

1.6 Intellectual property rights: all intellectual property rights, including copyrights, trademark rights, patent rights and know-how

1.7 GDPR: the General Data Protection Regulation (EU) 2016/679

1.8 Personal data: all data relating to an identified or identifiable natural person

Article 2: Applicability

2.1 These terms and conditions apply to all offers, quotations and agreements of Digiframe, unless agreed otherwise in writing.

2.2 General terms and conditions of the client are expressly rejected, unless they have been accepted by Digiframe in writing.

2.3 Changes to these terms and conditions are only valid if agreed in writing and signed by both parties.

2.4 If one or more provisions prove to be null or voidable, the remaining provisions remain fully in force.

Article 3: Offers and formation of agreement

3.1 All offers from Digiframe are non-binding and valid for 30 days, unless stated otherwise.

3.2 An agreement is formed through written acceptance of a quotation by the client or by commencement of work by Digiframe.

3.3 Oral agreements are only binding after written confirmation by an authorized person from Digiframe.

3.4 Digiframe reserves the right to refuse an assignment without stating reasons.

Article 4: Prices and payment

4.1 All prices are inn Euro's and exclusive of VAT and other government charges, unless stated otherwise.

4.2 Digiframe is entitled to adjust prices in the event of changes in cost price factors after the quotation has been issued.

4.3 Invoices must be paid within 14 days of the invoice date, unless other payment terms have been agreed in writing.

4.4 In the event of late payment, the client is in default after expiry of the payment term without notice of default and owes:

- • Statutory interest from the due date
- • Extrajudicial collection costs of 15% of the outstanding amount with a minimum of 75 Euro.

4.5 Digiframe may require advance payment or security before commencing work.

4.6 The client has no right to set-off, unless agreed otherwise in writing.

Article 5: Execution of work

5.1 Digiframe will perform the work to the best of its ability in accordance with applicable professional competence requirements.

5.2 Stated deadlines are indicative unless expressly agreed otherwise. Exceeding deadlines does not entitle the client to compensation.

5.3 Digiframe has the right to (temporarily) suspend work in case of:

- • Non-compliance with payment obligations by the client
- • Non-provision of required cooperation by the client

5.4 In case of phased execution, Digiframe may postpone commencement of the next phase until the client has approved the previous phase in writing.

Article 6: Client cooperation

6.1 The client shall provide in a timely manner all necessary cooperation, information and access that Digiframe reasonably requires.

6.2 Data and materials provided by the client meet the specifications set by Digiframe.

6.3 The client ensures a suitable working environment if work takes place at the client's premises.

6.4 Additional costs due to delays or setbacks as a result of insufficient cooperation are at the client's expense.

Article 7: Intellectual property rights and ownership

7.1 Existing intellectual property rights: All intellectual property rights to existing materials, methods, concepts, software, documentation and know-how of Digiframe remain the property of Digiframe at all times.

7.2 Custom software: For software developed exclusively for the client:

- The source code becomes the property of the client after full payment, if this has been expressly agreed in writing
- Frameworks, libraries and standard components used remain the property of their respective owners
- Digiframe retains the right to use this software as a reference

7.3 Know-how and inventions: Know-how, methods, concepts and inventions developed during execution remain the property of Digiframe.

7.4 Right of use: Unless agreed otherwise, Digiframe grants the client a non-exclusive right of use for delivered materials, limited to the agreed purpose.

7.5 Infringement by third parties: Digiframe does not indemnify the client against claims from third parties regarding intellectual property rights, unless expressly agreed otherwise.

Article 8: Data protection and privacy

8.1 Both parties commit to compliance with the GDPR and other applicable privacy legislation.

8.2 For the processing of personal data, the parties enter into a separate data processing agreement in accordance with Article 28 GDPR.

8.3 Digiframe takes appropriate technical and organizational measures to secure personal data.

8.4 The client warrants that personal data provided by them has been lawfully obtained and may be processed.

8.5 In the event of a data breach, Digiframe informs the client within 24 hours of discovery.

Article 9: Confidentiality

9.1 Both parties maintain confidentiality regarding all confidential information they receive from each other.

9.2 Confidential information includes all non-public business information, technical data, software, documentation and other materials.

9.3 The confidentiality obligation applies indefinitely and continues after termination of the agreement.

9.4 An exception applies to information that:

- Is or becomes publicly known without breach of this agreement
- Has been lawfully obtained from third parties
- Must be disclosed under statutory or regulatory requirements

Article 10: Warranties

10.1 Services: Digiframe warrants that services are performed professionally and in accordance with written specifications.

10.2 Software development: Digiframe warrants that software developed by it meets the written functional specifications upon delivery.

10.3 Warranty period:

- Software development: 3 months after delivery
- Other services: 1 month after completion
- Hardware: according to manufacturer's warranty

10.4 Warranty conditions:
- Defects must be reported in writing within the warranty period
- Warranty expires in case of own repairs, modifications or improper use
- Repair is free of charge unless defects were not caused by Digiframe

10.5 No warranty on:
- Results dependent on factors outside Digiframe's sphere of influence
- Third-party software
- Hardware defects due to wear or misuse

Article 11: Liability

11.1 Limitation: Digiframe's total liability is limited to the amount paid out under its professional liability insurance, with a maximum of the agreed contract amount (excluding VAT) or 50,000 if this is higher.

11.2 Exclusion of limitation: This limitation does not apply to:

- Damage caused by intent or deliberate recklessness of Digiframe
- Personal injury or death
- Damage due to non-compliance with expressly warranted characteristics

11.3 Direct damage: Digiframe is only liable for direct damage.

11.4 Indirect damage: Any liability for indirect damage is excluded, including:

- Consequential damage, business damage, missed savings
- Damage due to business interruption
- Loss of goodwill or customers
- Loss of information or corruption

11.5 Period: Any claim for compensation expires within one year after the damage occurred.

11.6 Client's own risk: The client bears its own risk of 500 Euro per damage incident.

Article 12: Changes and additional work

12.1 Changes to the assignment can only be agreed in writing.

12.2 Additional work is charged at the applicable hourly rates, unless a fixed price has been agreed in advance.

12.3 Changes may affect agreed deadlines and prices.

Article 13: Suspension and termination

13.1 Suspension: Digiframe may suspend performance in case of:

- Niet-nakoming betalingsverplichtingen door opdrachtgever
- Justified fear of the client's creditworthiness
- Non-provision of required cooperation

13.2 Termination: Both parties may terminate the agreement in writing in case of:

- Material breach after written notice of default with reasonable deadline
- Bankruptcy, suspension of payments, liquidation of the other party
- Other circumstances that make performance reasonably impossible

13.3 Consequences of termination:

- Work already performed will be compensated pro rata
- Digiframe retains the right to compensation
- Materials provided will be returned

Article 14: Continuing agreements

14.1 Agreements for an indefinite period may be terminated by both parties with a notice period of 1 month.

14.2 Termination is done in writing at the end of a calendar month.

14.3 Agreements for a definite period end by operation of law, unless extended in writing in time.

Article 15: Force majeure

15.1 Definition: Force majeure is any circumstance that prevents performance and cannot be attributed to Digiframe, including:

- Natural disasters, epidemics, war, terrorism
- Government measures, strikes
- Failures in internet, telecommunications or energy supply
- Breach by essential suppliers

15.2 Consequences: In case of force majeure, obligations are suspended without liability for damages.

15.3 Permanent termination: After 3 months of force majeure, both parties may terminate the agreement in writing.

Article 16: Use of third-party services (Azure Cloud Services)

16.1 Third-party dependency: QR-linked, Mail Assistant and other products from Digiframe use cloud services from Microsoft Azure, including:

- Microsoft Foundry (AI services)
- Azure App Service
- Azure Database for PostgreSQL
- Other Azure infrastructure services

16.2 Limitation of third-party liability: Digiframe is not liable for:

a) Failures, outages or reduced performance of Azure services

b) Data breaches or security incidents at Microsoft Azure, provided Digiframe has taken all reasonable security measures

c) Changes in functionality, pricing or availability of Azure services

d) Data loss as a result of Azure infrastructure problems

16.3 AI-generated content: For products using Microsoft Foundry AI services:

a) Digiframe does not guarantee the accuracy, completeness or suitability of AI-generated content for specific purposes

b) The client is responsible for verification and use of AI-generated content

c) Digiframe is not liable for inaccuracies, omissions or potentially unlawful nature of AI-generated content

d) The client uses AI functionality in accordance with the Microsoft Enterprise AI Services Code of Conduct

16.4 Microsoft service terms: Azure services are provided under Microsoft's own terms and Service Level Agreements (SLAs). These are available at https://www.microsoft.com/licensing/terms and https://azure.microsoft.com/support/legal/sla.

16.5 Backup and disaster recovery: Although Digiframe follows reasonable backup procedures, the client is advised to implement their own backup and disaster recovery strategies for business-critical data.

16.6 High-risk applications: The services are not suitable for use where failures could lead to personal injury, death or significant material or environmental damage. The client indemnifies Digiframe for all claims arising from such use.

16.7 Privacy and data protection: For processing of personal data via Azure services:

a) Microsoft Azure complies with GDPR requirements as a processor

b) Data is stored within the EU (unless otherwise agreed)

c) The client remains the data controller for their own data

d) For details, see the separate Data Processing Agreement (Article 8.2)

Article 17: Final provisions

17.1 Applicable law: All agreements are exclusively governed by Dutch law.

17.2 Dispute resolution: All disputes will be submitted to the competent court in the district of Utrecht.

17.3 Mediation: Parties commit to trying mediation via a recognized mediation institute before proceeding to litigation.

17.4 Changes: These terms and conditions can only be changed in writing.

17.5 Validity: These terms and conditions are valid from January 1, 2025.