

Terms and conditions Data Center College B.V.

Data Center College B.V. is registered at the Kamer van Koophandel (Chamber of Commerce) under number 777887425 and is located at Bloemendaalseweg 12c, 2061 CH in Bloemendaal.

Article 1 Concepts

1. In these general terms and conditions, the following terms are used with the following meaning, unless explicitly stated in a different way.
2. Offer: from any offer or quotation to the client to providing services by Data Center College B.V..
3. Services: Services offered by Data Center College B.V. are advising, guiding and supporting the education professionals in the broad sense of the word.
4. Data Center College B.V.: the service provider that offers services to the client.
5. Client: the natural or legal person acting in the exercise of a profession or business that the Data Center College B.V. has appointed, has provided projects to the Data Center College B.V. for Services provided by the Data Center College B.V., or to which the Data Center College B.V. has made a proposal based on an agreement.
6. Agreement: any Agreement and other obligations between the Client and Data Center College B.V., as well as proposals from the Data Center College B.V. for Services that are provided by the Data Center College B.V. to the Client and that are accepted by the Client and have been accepted and implemented by the Data Center College B.V., at which these general terms and conditions are inseparable in any form.

Article 2 Applicability

1. These general terms and conditions apply to every Offer by Data Center College B.V., every Agreement between Data Center College B.V. and the Client and to every service offered by Data Center College B.V.

2. Before an Agreement is concluded, the Client will have access to these general terms and conditions. If this is not reasonably possible, Data Center College B.V. will indicate to the Client how the Client can inspect the general terms and conditions.
3. Deviation from these general terms and conditions is not possible. In exceptional situations, the general terms and conditions may be deviated to the extent as this has been explicitly agreed in writing with Data Center College B.V..
4. These general terms and conditions also apply to additional, modified and follow-up assignments from the Client.
5. The general terms and conditions of the Client are excluded.
6. If one or more provisions of these general terms and conditions are partially or completely null and void or are destroyed, the other provisions of these general terms and conditions will remain conditions, and the invalid / voided provision (s) will be replaced by a provision with the same purport as the original provision.
7. Uncertainties about the content, explanation or situations that are not regulated in these general terms and conditions should be assessed and explained in the spirit of these general terms and conditions.
8. The applicability of articles 7: 404 BW and 7: 407 paragraph 2 BW is explicitly excluded.
9. If reference is made to him / her in these general terms and conditions, this should also be understood as a reference to he / him / his, if and to the extent applicable.
10. In case of Data Center College B.V. has not always required compliance with these general terms and conditions, it remains its right to demand full or partial compliance with these general terms and conditions.

Article 3 The Offer

1. All offers made by Data Center College B.V. are without obligation, unless explicitly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be explicitly stated in the Offer.

2. Data Center College B.V. is only bound by an Offer if it is confirmed in writing by the Client within 30 days. Nevertheless, Data Center College B.V. has the right to refuse an Agreement with a (potential) Client for a valid reason for Data Center College B.V..
3. The Offer contains a description of the Services offered. The description is sufficiently specified so that the Client is able to make a proper assessment of the Offer. Any data in the Offer is only an indication and cannot be a ground for any compensation or the dissolution of the Agreement.
4. Offers or quotations do not automatically apply to follow-up orders.
5. Delivery times in the offer of Data Center College B.V. are in principle indicative and do not entitle the Client to dissolution or compensation if they are exceeded, unless explicitly agreed otherwise.

Article 4 Creation of the agreement

1. The Agreement is concluded from the moment the Client has accepted an Offer or Agreement from Data Center College B.V. by returning a signed copy (scanned or original) to Data Center College B.V.
2. Data Center College B.V. has the right to revoke the (signed) Agreement within 5 working days after receipt of the acceptance.
3. Data Center College B.V. is not bound by an Offer if the Client could reasonably have expected or should have understood or should have understood that the Offer contains an obvious mistake or clerical error. The Client cannot derive any rights from this mistake or error.
4. If the Client cancels an already confirmed assignment, the costs actually incurred (including the time spent) will be charged to the Client.
5. Every Agreement entered into with the Data Center College B.V. or a project that is awarded by the Client to the Data Center College B.V. rests with the company and not with an individual person associated with the Data Center College B.V.
6. The Client's right of withdrawal is excluded, unless otherwise agreed.

7. If the Agreement is entered into by several Clients, each Client is individually jointly and severally liable for the fulfillment of all obligations arising from the Agreement.

Article 5 Duration of the Agreement

1. The Agreement is entered into for a definite period and ends upon completion of the assignment. The duration of the assignment also depends on external factors including, but not limited to the quality and timely delivery of the information that Data Center College B.V. obtains from the Client.
2. Both the Client and Data Center College B.V. can dissolve the Agreement on the basis of an attributable shortcoming in the performance of the Agreement if the other party has been given written notice of default and has been given a reasonable period to fulfil its obligations and it still fails to fulfil its obligations correctly. This also includes the Client's payment and cooperation obligations.
3. The dissolution of the Agreement does not affect the Client's payment obligations insofar as Data Center College B.V. has already carried out work or delivered performances at the time of the dissolution. Client must pay the agreed fee.
4. Parties can terminate the Agreement by a registered letter due an observance of a notice period of three months. If the Agreement has not lasted for three months, the Agreement can be terminated with a notice period of one month.
5. In the event of premature termination of the Agreement, the Client will owe the costs which incurred to that time to Data Center College B.V. at the agreed (hourly) rate. The time registration of the Data Center College B.V. is leading in this.
6. Both the Client and Data Center College B.V. can terminate the Agreement in whole or in part in writing with immediate effect, without further notice of default, in the event that one of the parties is in suspension of payments, filed for bankruptcy or the company concerned ends by liquidation.
7. Data Center College B.V. can terminate the Agreement in whole or in part in writing with immediate effect, without prior notice of default, if the Client fails to pay two consecutive invoices, as well as in the event of compelling reasons that prevent (no

longer) reasonably from Data Center College B.V. to be required to pay for the Agreement.

8. If a situation as stated in paragraph 7 occurs, Data Center College B.V. is never obliged to refund monies already received and / or compensation.

Article 6 Implementation of the Service

1. Data Center College B.V. will make every effort to perform the agreed service with the greatest possible care, as may be expected of a good service provider. Data Center College B.V. guarantees a professional and independent service. All Services are performed on the basis of a best-efforts obligation, unless a result has been explicitly agreed in writing which is described in detail.
2. The Agreement base on which Data Center College B.V. applies the Services is leading for the scope of the services. The Agreement will only be performed for the benefit of the Client. Third parties cannot derive any rights from the content of the Services performed in connection with the Agreement.
3. The information and data provided by the Client are the basis on which the Services and prices offered by Data Center College B.V. are based. Data Center College B.V. has the right to adjust its services and its prices if the information provided appears to be incorrect and / or incomplete.
4. In the performance of the Services, Data Center College B.V. is not obliged to follow the instructions of the Client if this changes the content or scope of the agreed Services. If the instructions result in further work for Data Center College B.V., the Client is obliged to reimburse the additional costs accordingly based on a new quotation.
5. Data Center College B.V. is entitled to engage third parties for the performance of the Services at its own discretion.
6. If required by the nature and duration of the assignment, Data Center College B.V. will keep the Client informed of the progress in the meantime in the agreed manner.
7. The performance of the Services is based on the information provided by the Client. If the information needs to be changed, this may have consequences for any established

schedule. Data Center College B.V. is never liable for adjusting the planning. If the start, progress or delivery of the Services is delayed because, for example, the Client has not provided all the requested information or has not provided all the requested information on time, or does not provide sufficient cooperation, any advance payment has not been received in time by Data Center College B.V. or In circumstances, which are for the account and risk of the Client, there is a delay, Data Center College B.V. is entitled to a reasonable extension of the delivery or completion period. All damage and additional costs as a result of delay due to a cause as mentioned above are for the account and risk of the Client.

Article 7 Obligations of the Client

1. The Client is obliged to provide all information requested by Data Center College B.V. as well as relevant appendices and related information and data in a timely manner and / or before the start of the work and in the desired form for the purpose of a correct and efficient performance of the Agreement. Failing this, it is possible prevent the Data Center College B.V. from being unable to realize a full implementation and / or delivery of the relevant documents. The consequences of such a situation are always for the account and risk of the Client.
2. Data Center College B.V. is not obliged to check the correctness and / or completeness of the information provided to it or to update the Client with regard to the information if it has changed over time, nor is Data Center College B.V. responsible for the correctness and completeness of the information compiled by Data Center College B.V. for third parties and / or provided to third parties in the context of the Agreement.
3. The Data Center College B.V. may request additional information if this is necessary for the implementation of the Agreement. Failing this, the Data Center College B.V. is entitled to suspend its activities until the information has been received, without being obliged to pay any compensation for whatever reason towards the Client. In the event of changed circumstances, the Client must notify Data Center College B.V. of this immediately or no later than 3 working days after the change has become known.

Article 8 Advices

1. Data Center College B.V. can draw up an advice, action plan, design, report, planning and / or reporting for the benefit of the service. The content is not binding and only advisory in nature, but Data Center College B.V. will observe its duties of care. The client decides itself and on its own responsibility whether to follow the advice.
2. The advice provided by Data Center College B.V., in whatever form, can never be regarded as binding advice.
3. At the first request of Data Center College B.V., the client is obliged to assess the proposals it provides. If Data Center College B.V. is delayed in its activities because the Client does not or not timely assess a proposal made by Data Center College B.V., the Client is responsible for the consequences arising at all times, such as delay.
4. The nature of the service means that the result depends on external factors at all times, that can influence the reports and advice of Data Center College B.V., such as the quality, correctness and timely delivery of the required information and data from the Client and their staff members. The client guarantees the quality and the timely correct delivery of the required data and information.
5. At the start of the work, the client will notify Data Center College B.V. in writing all circumstances that are or may be important regarding any points and previous matters for which the client wishes.

Article 9 Training

1. If an order is given for this, Data Center College B.V. can provide training for the Client and its employees.
2. The training takes place at the location of the Client or at a location of Data Center College B.V. to be determined. If the training takes place at the location of the Client, the Client is obliged to make the facilities required for the training available on time. If a training cannot take place or is delayed because the Client has not complied with the

aforementioned obligation, all consequences thereof will be for the account and risk of the Client. Data Center College B.V. is also entitled to issue instructions regarding the suitability of the location and the facilities available there before the start of the training.

3. The content of the training offered by Data Center College B.V. and the advice provided during the training are not binding and only of an advisory nature, but Data Center College B.V. will observe its duties of care. As far as possible, the coaching session is tailored to the wishes of the Client as well as the needs of the participant (s) concerned.
4. The Client will report to Data Center College B.V. in writing prior to the start of the training all circumstances that are or may be important, including any points and priorities for which the Client wishes attention to.
5. Data Center College B.V. is entitled to cancel the training or to move it to another date, if there are too few registrations. It is solely at the discretion of Data Center College B.V. to reschedule the coaching session. If the Client is not available on the new date set, the Client is entitled to a pro rata refund of money already paid or can participate in training on another date. The parties will consult on this. If there are too many registrations, Data Center College B.V. is entitled to have the training take place in several sessions. If applicable, the aforementioned situation will be discussed with the Client on time.

Article 10 Additional activities

1. If during the execution of the Agreement it appears that the Agreement needs to be adjusted, or at the request of the Client further activities are required to achieve the desired result of the Client, the Client is obliged to pay for these additional activities according to the agreed rate. Data Center College B.V. is not obliged to comply with this request and may require the Client to conclude a separate Agreement and / or refer to an authorized third party.
2. If the additional activities are the result of negligence on the part of Data Center College B.V., Data Center College B.V. has made an incorrect estimate or could reasonably have foreseen the relevant activities, these costs will not be passed on to the Client.

Article 11 Prices and Payments

1. All prices are in principle exclusive of turnover tax (VAT), unless otherwise agreed.
2. Data Center College B.V. performs its services in accordance with the agreed hourly rate. The costs of the work are calculated afterwards based on the time registration drawn up by Data Center College B.V. (subsequent calculation).
3. Travel time for the benefit of the Client and travel-related costs will be charged to the Client.
4. The Client is obliged to fully reimburse the costs of third parties deployed by Data Center College B.V. after approval of the Client, unless expressly agreed otherwise.
5. Parties may agree that the Client must pay an advance. If an advance has been agreed, the Client must pay the advance before commencing the performance of the services.
6. The client cannot derive any rights or expectations from a previously issued budget, unless the parties have explicitly agreed otherwise.
7. Data Center College B.V. is entitled to annually increase the applicable prices and rates in accordance with the applicable inflation rates. Other price changes during the Agreement are only possible if and insofar as they have been explicitly laid down in the Agreement.
8. The Client must pay these costs all at once, without settlement or suspension, within the specified payment term as stated on the invoice to the account number and details of Data Center College B.V. notified to it.
9. In the event of liquidation, insolvency, bankruptcy, involuntary winding-up or request for payment towards the Client, the payment and all other obligations of the Client under the Agreement become immediately due and payable.

Article 12 Debt Collection Policy

1. If the Client does not fulfill its payment obligation and has not fulfilled its obligation within the specified payment term, the Client will be in default by operation of law.
2. From the date that the Client is in default, Data Center College B.V. will be entitled, without further notice of default, to the statutory commercial interest from the first day

of default until full payment, and compensation of the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code, to be calculated according to the graduated scale from the Decree on compensation for extrajudicial collection costs of 1 July 2012.

3. If Data Center College B.V. has incurred more or higher costs which are reasonably necessary, these costs are eligible for reimbursement. The integral judicial and execution costs incurred are also at the expense of the Client.

Article 13 Privacy, Data processing and Security

1. Data Center College B.V. handles the (personal) data of the Client with care and will only use them in accordance with the applicable standards. If requested, the Data Center College B.V. will inform the person concerned about this.
2. The client is responsible for the processing of data that is processed using a service of Data Center College B.V.. The client also guarantees that the content of the data is not unlawful and does not infringe any rights of third parties. In this context, indemnifies Client Data Center College B.V. against any (legal) claim related to this information or the performance of the Agreement.
3. If Data Center College B.V. is required to provide security for information on the basis of the Agreement, this security shall meet the agreed specifications and a security level that, in view of the state of the art, the sensitivity of the data and the associated costs, is not unreasonable.

Article 14 Suspension and Termination

1. Data Center College B.V. has the right to retain the data files and more received or realized by it if the Client has not yet (fully) fulfilled its payment obligations. This right remains in full force if there is a valid reason for Data Center College B.V. that justifies suspension in that case.
2. Data Center College B.V. is authorized to suspend the fulfillment of its obligations as soon as the Client is in default with the fulfillment of any obligation arising from the

Agreement, including late payment of its invoices. The suspension will be immediately confirmed to the Client in writing.

3. In that case, Data Center College B.V. is not liable for damage, for whatever reason, as a result of the suspension of its activities.
4. The suspension (and / or dissolution) does not affect the Client's payment obligations for work already carried out. In addition, the Client is obliged to compensate Data Center College B.V. for any financial loss that Data Center College B.V. suffers as a result of the Client's default.

Article 15 Impotence

1. Data Center College B.V. is not liable if it cannot fulfill its obligations under the Agreement as a result of a force majeure situation.
2. Force majeure on the part of Data Center College B.V. is in any case understood to mean, but is not limited to: (i) force majeure of suppliers of Data Center College B.V., (ii) failure to properly fulfill obligations of suppliers made by the Client or its third parties are prescribed or recommended to Data Center College B.V., (iii) inadequacy of software or any third parties involved in the performance of the service, (iv) government measures, (v) failure of electricity, internet, data network and / or telecommunication facilities, (vi) illness of employees of Data Center College B.V. or advisers / third parties engaged by it and (vii) other situations that, in the opinion of Data Center College B.V., fall outside its sphere of influence that temporarily or permanently prevent the fulfillment of its obligations.
3. 3. In case of force majeure, both Parties have the right to dissolve the Agreement in whole or in part. All costs incurred before the termination of the Agreement will in that case be paid by the Client. Data Center College B.V. is not obliged to compensate the Client for any losses caused by such a withdrawal.

16 Limitation of Liability

1. If any result set out in the Agreement is not achieved, a shortcoming on the part of Data Center College B.V. will only be deemed to exist if Data Center College B.V. has explicitly promised this result when accepting the Agreement.
2. In the event of an attributable shortcoming on the part of Data Center College B.V., Data Center College B.V. is only obliged to pay any compensation if the Client has given notice of default to Data Center College B.V. within 14 days of discovery of the shortcoming and Data Center College B.V. has subsequently not received this shortcoming within a reasonable period of time. restored. The notice of default must be submitted in writing and contain such an accurate description / substantiation of the shortcoming, so that Data Center College B.V. is able to respond adequately.
3. If the provision of Services by Data Center College B.V. leads to liability of Data Center College B.V., that liability is limited to the total amount invoiced in the context of the Agreement, but only with regard to the direct damage suffered by the Client unless the damage is the result of intent or intentional recklessness on the part of Data Center College B.V.. Direct damage is understood to mean: reasonable costs incurred to limit or prevent direct damage, determine the cause of damage, direct damage, liability and the manner of recovery.
4. Liability is in any case limited to the maximum amount paid out by its liability insurance per year or per event / claim.
5. Data Center College B.V. explicitly excludes all liability for consequential damage. Data Center College B.V. is not liable for indirect damage, loss of profits, loss of profit and / or loss, missed savings, damage due to business interruption, capital losses, loss due to delay, interest damage and immaterial damage.
6. The Client indemnifies Data Center College B.V. against all claims from third parties as a result of a defect as a result of a service provided by the Client to a third party and also consisted of Services provided by Data Center College B.V., unless the Client can demonstrate that the damage was caused exclusively by the service of Data Center College B.V..

7. Any advice provided by Data Center College B.V. based on incomplete and / or incorrect information provided by the Client is never grounds for liability of Data Center College B.V..
8. The content of the advice provided by Data Center College B.V. is not binding and is only advisory in nature. The client decides itself and on its own responsibility whether it will follow the proposals and advice of Data Center College B.V. referred to therein. All consequences arising from the follow-up of the advice are at the expense and risk of the Client. The Client is always free to make its own choices that deviate from the advice provided by Stichting Kwalificatiekamer. Data Center College B.V. is not bound by any form of restitution if this is the case.
9. If a third party is engaged by or on behalf of the Client, Data Center College B.V. is never liable for the actions and advice of the third party engaged by the Client as well as the processing of results (of advice drawn up) of the third party engaged by the Client in Data Center College B.V.'s own advice.
10. Data Center College B.V. does not guarantee a correct and complete transfer of the content of and e-mail sent by / on behalf of Data Center College B.V., nor for the timely receipt thereof.
11. All claims of the Client due to shortcomings on the part of Data Center College B.V. will lapse if they have not been reported to Data Center College B.V. in writing and with reasons within one year after the Client was aware or could reasonably have been aware of the facts on which it bases its claims. One year after the termination of the Agreement between the parties, the liability of Data Center College B.V. expires.

Article 17 Confidentiality

1. Data Center College B.V. and the Client undertake to maintain the confidentiality of all confidential information obtained in the context of an assignment. Confidentiality arises from the assignment and must also be assumed if it can reasonably be expected that it concerns confidential information. The confidentiality does not apply if the information in question is already public / generally known, the information is not confidential and / or

the information has not been made known to Data Center College B.V. to the Client during the Agreement and / or has been obtained by Data Center College B.V. in another way.

2. In particular, the confidentiality pertains to advice, reports, designs, working methods and / or reports drawn up by Data Center College B.V. regarding the Client's assignment. The Client is explicitly prohibited from sharing the content thereof with employees who are not authorized to take note of it and with (unauthorized) third parties. Furthermore, Data Center College B.V. always exercises the required care in handling all company-sensitive information provided by the Client.
3. If Data Center College B.V. is obliged based on a statutory provision or a court decision to (also) provide the confidential information to a third party designated or authorized by law or a competent court and Data Center College B.V. cannot invoke a right of non-disclosure, Data Center College B.V. is not obliged to pay any compensation and does not give the Client any grounds for dissolution of the Agreement.
4. The written permission of Data Center College B.V. is required for the transfer or dissemination of information to third parties and / or publication of statements, advice or productions provided by Data Center College B.V. to third parties, unless such permission has been expressly agreed in advance. Client will indemnify Data Center College B.V. from a consequence of relying on such information that has been disseminated without the written permission of the Data Center College B.V..
5. The obligation of confidentiality also imposes Data Center College B.V. and the Client on third parties to be engaged by them.
6. In case of a violation of the provisions of this article, the Client will owe Data Center College B.V. an immediately payable fine of € 10.000 and a fine of € 500 for each day that the violation continues. This does not affect the right of Data Center College B.V. to claim compensation of any kind.

Article 18 Intellectual property rights

1. All IP rights and copyrights of Data Center College B.V., including in any case, but not limited to all designs, models, reports and advice, rest exclusively with Data Center College B.V. and are not transferred to the Client unless expressly agreed otherwise.
2. If it has been agreed that one or more of the aforementioned items or works of Data Center College B.V. will be transferred to the Client, the Data Center College B.V. is entitled to conclude a separate Agreement for this and to demand appropriate monetary compensation from the Client. Such a fee must be paid by the Client before it obtains the relevant goods or works with the IP rights attached to them.
3. The Client is prohibited from disclosing and / or multiplying, changing or making available to third parties (including use for commercial purposes) all documents and software on which the IP rights and copyrights of Data Center College B.V. rest without explicit prior written permission from Data Center College B.V.. If the Client wishes to make changes to items delivered by Data Center College B.V., Data Center College B.V. must explicitly approve the intended changes.
4. The Client is prohibited from using the goods and documents on which the intellectual property rights of Data Center College B.V. rest other than as agreed in the Agreement.
5. The parties will inform each other and take joint measures if an infringement of IP rights occurs.
6. Any infringement by the Client of the IP rights (and copyrights) of Data Center College B.V. will be punished with a one-off fine of € 10.000 and a fine of € 500 for each day that the infringement continues. This penalty clause does not affect the ability of Data Center College B.V. to claim damages.

Article 19 Disclaimer and Accuracy of Information

1. The Client is responsible for the correctness by itself, reliability and completeness of all data, information, documents and / or records, in whatever form it provides to Data Center College B.V. in the context of an Agreement, as well as for the data it provides from has obtained third parties and which have been provided to Data Center College B.V. for the implementation of the Service.

2. Client indemnifies Data Center College B.V. against any liability resulting from non-compliance or late fulfillment of its obligations regarding the timely provision of all correct, reliable and complete data, information, documents and / or records.
3. The Client indemnifies Data Center College B.V. against all claims of the Client and third parties engaged by it or working under it, as well as of the Client's customers, based on not obtaining any subsidies and / or permissions required in the context of the implementation of the agreement.
4. The Client indemnifies Data Center College B.V. against all claims from third parties arising from the work performed on behalf of the Client, including but not limited to intellectual property rights to the data and information provided by the Client that can be used in the performance of the Agreement and / or the acts or omissions of the Client towards third parties.
5. If the Client provides electronic files, software or information carriers to Data Center College B.V., the Client guarantees that these are free from viruses and defects.

Article 20 Complaints

1. If the Client is not satisfied with the service of Data Center College B.V. or otherwise has complaints about the performance of its assignment, the Client is obliged to report these complaints as soon as possible, but no later than 7 calendar days after the relevant cause that led to the complaint. report. Complaints can be reported verbally or in writing via directie@kwalificatiekamer.nl with the subject "Complaint".
2. The complaint must be sufficiently substantiated and / or explained by the Client if Data Center College B.V. is to be able to handle the complaint.
3. The complaint must be sufficiently substantiated and / or explained by the Client if Data Center College B.V. is to be able to handle the complaint.
4. The parties will try to find a solution together.

Article 21 Applicable Law

1. The legal relationship between Data Center College B.V. and the Client is governed by Dutch law.
2. Data Center College B.V. has the right to change these general terms and conditions and will inform the Client.
3. In the event of translations of these general terms and conditions, the Dutch version will prevail.
4. All disputes arising from or in connection with the Agreement between Data Center College B.V. and the Client will be settled by the competent court of Noord-Holland District Court, Haarlem location, unless mandatory provisions of law designate another competent court.