

General Terms and Conditions Netvia B.V.

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Netvia B.V.

Wagenmakerstraat 1

2984 BD Ridderkerk

The Netherlands

Chamber of Commerce (KvK): 24451794

Website: netvia.global

Article 1. General Provisions and Definitions

1.1 Applicability

These General Terms and Conditions apply to all offers, quotations, agreements, orders, deliveries, and services of Netvia B.V. (hereinafter: "Netvia"), unless explicitly agreed otherwise in writing. These conditions specifically apply to services in the area of networking, connectivity, network security, cybersecurity, monitoring, managed services, hardware, software, licenses, and related services. These conditions also apply to all additional service descriptions, SLAs, and data processing agreements that form part of the Agreement.

1.2 Client

"Client" means any natural person or legal entity entering into an agreement with Netvia, requesting a quotation, placing an order, or negotiating with Netvia regarding the conclusion of an agreement.

1.3 Agreement

"Agreement" means any written or electronic agreement between Netvia and the Client, including all associated annexes, quotations, SLAs, orders, service descriptions, and further arrangements.

1.4 Services

"Services" means all services supplied or managed by Netvia, including but not limited to: internet and data connections; backup and failover connections; network management; network monitoring; firewall management; SD-WAN; network security; endpoint security; cybersecurity services; SOC monitoring; incident detection and incident response; consultancy; implementation and configuration work; managed services; hardware and software deliveries.

1.5 SLA

"SLA" means a Service Level Agreement in which additional arrangements are recorded regarding, for example, accessibility, response times, availability, monitoring, maintenance, support, and service delivery.

1.6 Order of Precedence

In the event of any conflict between different documents, the following order of precedence shall apply, unless agreed otherwise in writing:

1. the written Agreement;
2. the quotation / order confirmation;
3. the Data Processing Agreement (if no separate Data Processing Agreement has been signed, Netvia' standard processing conditions attached to these terms shall apply);
4. the SLA;
5. additional service descriptions;
6. these General Terms and Conditions;
7. any third-party terms and conditions, to the extent applicable to third-party products or services.

Article 2. Quotations and Conclusion of the Agreement

2.1 All quotations and offers from Netvia are without obligation (non-binding). Quotations are valid for thirty (30) days unless an explicit alternative validity period is stated.

2.2 An Agreement is concluded as soon as:

- > the Client accepts the quotation or agreement in writing or electronically;
- > Netvia confirms an order in writing or electronically; or
- > Netvia actually commences performance of the order with the consent of the Client. Verbal commitments bind Netvia only if confirmed in writing by Netvia.

2.3 Obvious errors, clerical errors, or mistakes in quotations, price quotes, and other statements by Netvia do not bind Netvia.

2.4 Information provided by Netvia regarding performance, capacity, speed, availability, delivery times, or technical capabilities is indicative, unless explicitly incorporated into the Agreement as a guarantee or contractual specification.

Article 3. Duration, Renewal, and Termination

3.1 The Agreement is entered into for the term specified in the Agreement.

3.2 If no specific term has been agreed upon, the Agreement is entered into for twelve (12) months.

3.3 Upon expiry of the initial term, the Agreement shall, unless agreed otherwise in writing, automatically be renewed for an indefinite period.

3.4 Early termination during the initial term is not permitted, unless the Agreement provides otherwise or the parties agree otherwise in writing.

3.5 After renewal for an indefinite period, the Agreement may be terminated in writing with a notice period of three (3) calendar months, unless agreed otherwise.

3.6 Vendor Lock-in & NCE Commitment: If a service or license (such as Microsoft 365, New Commerce Experience) forms part of an agreement with an underlying supplier with a predetermined commitment period (e.g., annual), these licenses cannot be downgraded, cancelled, or unilaterally terminated by the Client during that term. The Client is responsible for the full costs throughout the entire commitment period, regardless of whether the licenses are actively used.

3.7 Netvia has the right to terminate the Agreement in whole or in part with immediate effect if the Client files for bankruptcy or is declared bankrupt, is granted a suspension of payments, if its business is liquidated, if a substantial portion of its assets is attached, or if it is plausible that the Client cannot fulfill its payment obligations.

3.8 Termination of the Agreement does not release the Client from payment obligations that arose prior to the date of termination.

Article 4. Performance of the Services

4.1 Netvia shall perform the agreed Services to the best of its knowledge and ability and in accordance with the standards of good workmanship.

4.2 Unless explicitly agreed otherwise in writing, the obligations of Netvia are best-efforts obligations (inspanningsverplichtingen) and not obligations as to result (resultaatsverplichtingen).

4.3 With regard to cybersecurity, it is explicitly acknowledged that Netvia cannot guarantee absolute security or complete protection against modern cyber threats, including ransomware, zero-day exploits, advanced persistent threats (APT), and artificial intelligence (AI)-driven or automated attacks.

4.4 The Client acknowledges that cybersecurity is an ongoing process and that the effectiveness of security measures depends in part on the setup, use, and maintenance of the Client's IT environment.

4.5 Netvia is entitled to engage employees, subcontractors, specialized partners, and suppliers in the performance of the Services.

Article 5. SLA, Availability, and Maintenance

5.1 If parties have agreed upon an SLA, the service levels set out therein apply exclusively to the Services specifically described in that SLA.

5.2 An agreed response time is not a guaranteed resolution time, unless explicitly agreed otherwise.

5.3 Availability and uptime are calculated exclusively in accordance with the measurement method and definitions described in

the SLA, or according to the following standard formula: $\text{Availability} = (\text{total available time} - \text{downtime}) / \text{total available time} \times 100\%$.

5.4 The calculation of availability shall exclude, among other things:

- > scheduled maintenance within pre-communicated maintenance windows (e.g., Thursday 02:00–05:00);
- > necessary emergency maintenance;
- > disruptions or outages at underlying suppliers;
- > disruptions in public infrastructure;
- > disruptions caused by the Client;
- > disruptions caused by equipment or software not managed by Netvia;
- > force majeure, cyberattacks, and DDoS attacks insofar as they could not reasonably be prevented by Netvia;
- > situations in which Netvia was required to take emergency security measures pursuant to Article 8.

5.5 Netvia may perform maintenance whenever necessary for the security, continuity, reliability, or improvement of the services.

Article 6. Client Obligations

6.1 The Client is responsible for providing all information, cooperation, and access required for the execution of the Services in a timely and complete manner.

6.2 The Client shall ensure physical locations are accessible, necessary network and system access is available, contact persons are reachable, its own IT environment is suitable, and relevant changes are communicated promptly.

6.3 If the Client makes modifications to infrastructure managed by Netvia—such as firewall rules, VLAN structures, routing, endpoint policies, or security settings—without prior consultation, Netvia cannot be held responsible for any resulting outages or security issues.

6.4 The Client remains responsible for components of its IT environment that do not explicitly fall within the scope of Netvia's Services.

6.5 The Client is responsible for the lawful use of the Services by its employees, users, customers, and any other parties who access the environment through the Client.

Article 7. Cybersecurity and Security

7.1 Netvia shall execute and manage agreed security measures to the best of its knowledge and ability.

7.2 The Client acknowledges that no technical security measure can offer complete protection against cyber incidents.

7.3 Netvia explicitly does not guarantee the prevention of:

- > modern cyber threats, including ransomware, phishing, spear-phishing, credential theft, supply-chain attacks, zero-day exploits, and APT attacks;
- > data breaches caused by human action, misconfigurations, or systems outside Netvia's management scope;
- > attacks via cloud services, SaaS applications, or external suppliers.

7.4 The Client remains responsible for security measures not explicitly assigned to Netvia (including patch management of unmanaged systems, user management, MFA, security awareness, and backup procedures).

7.5 Advice on cybersecurity does not constitute a guarantee that an incident will be prevented.

7.6 If the Client fails to follow cybersecurity advice, Netvia shall not be liable for any damage resulting therefrom.

Article 8. Emergency Measures and Right of Isolation

8.1 If systems or networks of Netvia or the Client are in acute danger, Netvia is entitled to take appropriate emergency measures immediately.

8.2 Emergency measures include, among other things: isolating endpoints, blocking network traffic/IP addresses/accounts, altering firewall rules, and temporarily shutting down systems.

8.3 Netvia may take these measures without prior consent if delay could reasonably lead to further damage.

8.4 The Client accepts that an emergency measure may lead to temporary interruption of service delivery.

8.5 Netvia is not liable for damage arising solely from a reasonably necessary emergency measure, except in cases of intent or deliberate recklessness.

8.6 Netvia shall, to the extent reasonably possible, provide the Client as soon as possible, but no later than within 24 hours, with

an incident report containing: the reason for the measure, the affected systems, a risk assessment, and the recovery plan including expected recovery time.

Article 9. Connectivity and Third-Party Services

- 9.1** Netvia may use third parties for services (including cloud, telecom, data centers).
- 9.2** Netvia is not liable for shortcomings of third parties beyond its influence.
- 9.3** Disruptions in public networks, data centers, and third-party infrastructure fall outside the direct responsibility of Netvia.
- 9.4** Netvia is entitled to replace a technical solution with a functionally equivalent solution if necessary due to lifecycle considerations, security, or supplier decisions.
- 9.5** Additional terms and conditions of the relevant supplier may apply to third-party services.

Article 10. Hardware, Software, Licenses, and Ownership

- 10.1** Retention of Title: In the event of hardware sales, ownership of the hardware remains with Netvia until all amounts owed have been fully paid.
- 10.2** Until full payment has been made, the Client may not sell, pledge, or make the hardware available to third parties.
- 10.3** Transfer of Risk: The risk of loss, theft, or damage to hardware passes to the Client at the moment it is delivered to the agreed location or comes under the actual control of the Client, regardless of whether ownership has transferred.
- 10.4** Software and licenses are subject to the license terms of the respective supplier. The Client undertakes to comply with these terms.
- 10.5** Netvia is not responsible for changes, restrictions, or price increases implemented by software suppliers.

Article 11. Modifications, Lifecycle, and End-of-Life

- 11.1** Netvia may replace components/software if desirable for continuity or security.
- 11.2** If solutions reach end-of-life or end-of-support, Netvia shall make reasonable efforts to offer a suitable alternative in a timely manner.
- 11.3** Costs for necessary replacements due to third-party lifecycle decisions may be passed on to the Client.
- 11.4** Functional changes outside the original scope shall qualify as additional work.

Article 12. Backup, Data, and Recovery

- 12.1** Backup services only form part of the services if explicitly agreed upon.
- 12.2** Scope, Recovery Point Objective (RPO), and Recovery Time Objective (RTO) shall be defined in the Agreement/SLA.
- 12.3** A successful backup does not guarantee full or error-free recovery under all circumstances.
- 12.4** Netvia is not responsible for data outside the backup scope. The Client determines the recovery requirements for its organization.

Article 13. Confidentiality

- 13.1** The parties undertake to maintain confidentiality regarding all confidential information.
- 13.2** This includes, without limitation: business data, network diagrams, security information, and authentication credentials such as passwords, API keys, tokens, certificates, and MFA data.
- 13.3** Information shall be used exclusively for the performance of the Agreement.
- 13.4** This obligation shall continue to apply without limitation after termination of the Agreement.

Article 14. Intellectual Property

- 14.1** All intellectual property rights in configurations, scripts, and methodologies developed by Netvia remain vested in Netvia.
- 14.2** The Client obtains a right of use for normal utilization of the Services.
- 14.3** Materials may not be provided to third parties or commercially exploited without permission.
- 14.4** Upon termination of the Agreement, the Client receives a limited right to use configurations and documentation that are reasonably necessary for continuity of operations, excluding internal scripts, tooling, methodologies, and trade secrets of Netvia.

Article 15. Privacy and Data Protection (GDPR / AVG)

15.1 Netvia generally qualifies as a data processor and the Client as a data controller.

15.2 Processing is governed by a Data Processing Agreement. If no separate agreement is concluded, Netvia' standard processing conditions shall apply.

15.3 The Client warrants the lawful processing of personal data.

15.4 Netvia may engage sub-processors after prior written notification. The Client may object to this on reasonable grounds within fourteen (14) days.

15.5 Data Breach Notification: Data breaches concerning personal data of the Client shall be reported to the Client without unreasonable delay, and at the latest within 24 hours after definitive confirmation, including the nature of the incident, affected data, and mitigating measures taken.

Article 16. Rates, Indexation, and Payment

16.1 Invoices must be paid within thirty (30) days.

16.2 Recurring services shall be invoiced in advance.

16.3 Netvia is entitled to index its rates annually based on the Consumer Price Index (CPI) published by Statistics Netherlands (CBS), plus a maximum of 2% per year, unless another method is agreed upon.

16.4 Price changes from suppliers may be passed on. Price increases resulting from indexation or third-party supplier price pass-through shall explicitly not entitle the Client to prematurely terminate or rescind the Agreement.

16.5 In the event of late payment, the Client shall be in default by operation of law and statutory commercial interest shall be due.

16.6 In the event of persistent payment default, Netvia may suspend its services.

Article 17. Additional Work

17.1 Work outside the scope shall qualify as additional work (including due to changes, incorrect information, or incident response outside SLA).

17.2 Netvia shall inform the Client in advance of additional work, unless immediate execution is necessary to prevent damage or downtime.

Article 18. Suspension and Acceptable Use

18.1 Suspension is permitted in cases of non-payment, danger to infrastructure, abuse, spam, malware, or at the instruction of suppliers.

18.2 Using the Services in violation of legislation or public order (including illegal content, DDoS, hacking, phishing) is prohibited.

18.3 Damage resulting from unlawful use shall be borne by the Client.

Article 19. Force Majeure

19.1 Netvia is not liable if prevented from performing by force majeure (power outages, excavation damage, extreme weather conditions, war, cyberattacks, cloud outages, etc.).

19.2 During force majeure, Netvia may suspend its obligations. If this lasts longer than six (6) months, either party may terminate the Agreement free of charge.

Article 20. Liability

20.1 General Limitation: Netvia is exclusively liable for direct damage resulting directly from an attributable failure (toerekenbare tekortkoming) in the performance of the Agreement, insofar as this liability cannot be lawfully excluded.

20.2 Indirect Damage & Fines: Netvia is under no circumstances liable for indirect or consequential damages, including: lost profits, loss of revenue, missed savings, reputational damage, loss of data, damage due to business interruption, or network outages. Furthermore, Netvia is explicitly not liable for administrative fines (including privacy fines imposed by the Dutch Data Protection Authority) imposed on the Client.

20.3 Cybersecurity: Netvia is not liable for damage arising from a cyberattack, security incident, or vulnerability that could not be prevented despite agreed best-efforts obligations and security measures.

20.4 Limitation of Liability: The total cumulative liability of Netvia for an attributable failure or unlawful act (onrechtmatige daad) is, regardless of insurer policy coverage, limited per event (where a series of connected events counts as one event) to a maximum of €250,000 and shall in no case exceed a maximum of €500,000 per calendar year.

20.5 Intent and Statute of Limitations: Limitations shall not apply in the event of intent or deliberate recklessness (opzet of bewuste roekeloosheid) by the management of Netvia. Any claim lapses twelve (12) months after the occurrence of the damage.

Article 21. Indemnification by the Client

21.1 The Client indemnifies Netvia against third-party claims in connection with the use of the Services, unlawful content, or infringement of third-party rights by the Client, provided this is not the result of an error by Netvia.

Article 22. Exit, Migration, and Termination of Services

22.1 Upon termination, service delivery shall end on the agreed date.

22.2 Exit services (such as handover of documentation, data migration, uninstallation of monitoring) do not fall under regular service delivery and will be invoiced on a time-and-materials basis at the applicable hourly rate.

Article 23. Non-Solicitation and Employee Restrictions

23.1 The Client and its affiliated companies shall not, during the term of the Agreement and for twelve (12) months following its termination, employ employees of Netvia (including consultants and system administrators) or otherwise have them perform work for them (directly or indirectly, whether or not for remuneration), except with prior explicit written consent from Netvia.

23.2 In the event of a breach of this article, the Client shall forfeit to Netvia an immediately payable penalty of €50,000 (fifty thousand euros) per breach, without prejudice to Netvia's right to claim additional damages.

Article 24. Right of Reference and Promotion

24.1 Netvia is entitled to use the Client's name, case study, and corporate logo in its commercial communications and as a reference on its website (such as Netvia.com), unless the Client explicitly objects in writing in advance.

Article 25. Amendment of the General Terms and Conditions

25.1 Netvia is entitled to amend these General Terms and Conditions due to legislation, technical developments, or altered business operations.

25.2 Amendments shall be communicated to the Client in a timely manner.

Article 26. Applicable Law and Disputes

26.1 All agreements are governed exclusively by Dutch law.

26.2 The parties shall attempt to resolve disputes in mutual consultation first.

26.3 If that fails, the dispute shall be submitted exclusively to the competent court in the judicial district of Rotterdam.