

# General Terms and Conditions

## Partner Care Europe B.V.

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### Article 1 – Applicability and Nature of Services

1. These general terms and conditions apply to all offers, quotations and agreements of Partner Care Europe B.V., hereinafter referred to as “Partner Care Europe”, with any third party, hereinafter referred to as “the Client”, unless expressly agreed otherwise in writing.
  2. These general terms and conditions also apply to all agreements for the execution of which third parties are involved.
  3. The applicability of any general or purchase conditions of the Client is expressly rejected.
  4. Partner Care Europe provides its services exclusively in the form of consultancy, advisory, guidance and support services. Partner Care Europe does not provide executive, managerial or decision-making services.
  5. All information, recommendations, suggestions and advice provided by Partner Care Europe are non-binding. The Client remains at all times fully responsible for its own decisions, actions and implementations.
  6. If one or more provisions of these general terms and conditions are null, void or annulled, the remaining provisions shall remain fully applicable. The parties shall consult to replace the invalid provision with a provision that most closely reflects the original intent.
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### Article 2 – Project Proposals and Quotations

1. An acceptance deviating from an offer made by Partner Care Europe shall be regarded as a rejection of that offer and as a new offer.
  2. A composite quotation does not oblige Partner Care Europe to perform part of the assignment at a proportionate part of the quoted price.
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### Article 3 – Provision of Services

1. The Client shall ensure that all data and information required for the proper execution of the agreement are provided to Partner Care Europe in a timely and complete manner.
2. If required information is not provided in time, Partner Care Europe shall be entitled to suspend performance and/or charge additional costs resulting from the delay.
3. Partner Care Europe’s services may include, but are not limited to:
  - o advisory and consultancy services;

- o guidance within the Microsoft ecosystem;
  - o providing information on partner status, training, reporting obligations and support services;
  - o presentations, training sessions and educational activities.
4. Partner Care Europe does not perform actions within the Client's systems, portals or accounts, unless explicitly agreed otherwise in writing.
  5. The Client remains solely responsible for:
    - o executing actions;
    - o configuring systems;
    - o managing accounts and portals;
    - o compliance with Microsoft requirements and policies.
  6. Partner Care Europe acts exclusively in an advisory capacity and shall never be considered responsible for the execution or outcome of actions taken by the Client.
  7. Services are provided on a monthly consultancy basis unless otherwise agreed. Unused hours cannot be transferred to other months or years.
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#### Article 4 – Amendments to the Agreement

1. Amendments or supplements to the agreement shall only be valid if agreed in writing.
  2. Additional costs resulting from amendments shall be borne by the Client.
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#### Article 5 – Liability and Advisory Disclaimer

1. Partner Care Europe shall perform its services to the best of its ability and knowledge. Its obligations qualify as best-efforts obligations, never as obligations to achieve a specific result.
2. Partner Care Europe shall not be liable for any damage arising from:
  - o reliance on incorrect or incomplete information provided by the Client;
  - o incorrect interpretation or application of advice by the Client;
  - o decisions or actions taken by the Client.
3. Advice provided by Partner Care Europe:
  - o does not constitute instructions;
  - o does not replace the Client's own assessment;
  - o does not replace internal decision-making or external professional advice.
4. Partner Care Europe shall never be responsible or liable for actions performed by the Client in external systems or platforms of third parties, including but not limited to:

- o Microsoft Partner Center;
    - o Microsoft portals;
    - o Microsoft tools and environments.
  - 5. Any consequences of actions, configurations, omissions or changes within such systems fall entirely under the responsibility of the Client, irrespective of whether such actions were taken following advice from Partner Care Europe.
  - 6. Partner Care Europe shall not be liable for damage resulting from:
    - o loss or demotion of Microsoft partner status;
    - o failure to complete training or certification requirements;
    - o restricted or revoked access to portals or programs.
  - 7. Any liability of Partner Care Europe is at all times limited to the amount paid out by its liability insurer in the relevant case.
  - 8. Liability for indirect damage, including but not limited to consequential damage, loss of profit, loss of revenue, loss of savings, reputational damage or business interruption, is expressly excluded.
  - 9. The Client indemnifies Partner Care Europe against all third-party claims arising from the execution of the agreement.
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#### Article 6 – Confidentiality and Intellectual Property

1. Partner Care Europe shall treat all confidential information received from the Client as strictly confidential.
  2. Partner Care Europe retains all intellectual property rights relating to documents, materials, advice, reports, presentations and other outputs.
  3. The Client may not reproduce, distribute or disclose such materials to third parties without prior written consent, unless the nature of the materials dictates otherwise.
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#### Article 7 – Fees

1. Fees are agreed either on a fixed-price basis or on the basis of hours actually worked.
  2. All fees are exclusive of VAT and other government levies.
  3. Partner Care Europe may adjust its rates after the initial agreed term.
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#### Article 8 – Payment

1. Invoices must be paid within thirty (30) days of the invoice date.
  2. Objections to invoices do not suspend payment obligations.
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#### Article 9 – Default and Collection Costs

1. In case of late payment, the Client is in default by operation of law.
  2. Statutory interest and reasonable collection costs shall be borne by the Client.
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#### Article 10 – Termination

1. Either party may terminate the agreement with one (1) month's notice unless agreed otherwise.
  2. In case of early termination by the Client, all outstanding and remaining fees shall be due.
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#### Article 11 – Suspension and Dissolution

1. Partner Care Europe may suspend or dissolve the agreement if the Client fails to fulfil its obligations.
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#### Article 12 – Force Majeure

1. Neither party shall be liable for failure to perform due to force majeure as defined by law.
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#### Article 13 – Governing Law and Jurisdiction

1. These general terms and conditions are governed by Dutch law and applicable European law.