



Art Of Automation
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Art Of Automation

Postbus 4041
1620 HA Hoorn
The Netherlands

T: +31 (0)88 088 48 00
F: +31 (0)88 088 48 01
E: info@artofautomation.net

ART OF AUTOMATION B.V.

GENERAL TERMS AND CONDITIONS

Version 20210301, March 1st 2021

Article 01/Definitions

In these General Terms and Conditions are understood to mean:

General Terms and Conditions	these General Terms and Conditions of Art Of Automation for the performance of Services;
Art Of Automation	Art Of Automation BV, or a parent, subsidiary or sister company attached to it;
Art Of Automation Domain	a part of the technical infrastructure, for which specific services can be agreed;
Services	the services to be provided, the work to be performed and the achievements to be turned in as part of them by Art Of Automation on the basis of an Agreement on behalf of Principal. The Services are aimed at or in connection with the access to and the use of the network, and are described in Appendix 2 of the Agreement;
User	every natural or legal person actually using or wanting to use (parts of) a Service. The User can be a third party Principal enters into an agreement with to be connected to the network and purchasing via, by or because of Principal (parts of) a Service;
Planned Period of Maintenance	planned activities performed within day and time schedules indicated in advance, aimed at guaranteeing the availability, functionality and confidentiality of the Service;
Location	one place (specified both physically and geographically) as stated in the Agreement to be connected to the network and for which a Service is performed;
Principal	the party with whom Art Of Automation has entered into an Agreement for performing the Services and to which the General Terms and Conditions are applicable;
Agreement	the arrangements stated in a form, document or in any other way including the Appendixes being part of it on the basis of which Services are performed by Art Of Automation and to which the General Terms and Conditions apply;
Workdays	Monday through Friday from 8 a.m. till 5 p.m. excepting official holidays. The official holidays are: New Year's Day, Easter Sunday and Monday, King's Day, Ascension Day, Whit Sunday and Whit Monday, Christmas Day and Boxing Day.

Article 2 / Applicability of the General Terms and Conditions

- 2.1** The GT&C are applicable to all (legal) acts of Art Of Automation including offers, tenders, Agreements or taking on orders in any form or capacity both online or under the terms of (framework) agreements.
- 2.2** The GT&C will be applicable and even prevail over the general terms and conditions of Principal if Art Of Automation has not explicitly rejected their applicability. Any reference by Principal to its own purchase, tender or any other terms will not be accepted by Art Of Automation.
- 2.3** Variations in these GT&C will only be valid if they have been explicitly agreed on in writing.

Art Of Automation B.V.	General Terms and Conditions
Version:	20210301
Date:	March 1st 2021

2.4 The GT&C can be changed by Art Of Automation if and when provisions or part of these provisions are or become in any respect unlawful, invalid or unenforceable. The unlawful, invalid or unenforceable provision shall be deemed replaced in reasonableness and fairness by a provision that as far as possible has the same legal and commercial purport.

2.5 Changes to the GT&C will also apply with respect to already existing Agreements.

Article 3 / Subject of the Agreement

3.1 Parties agree that under the terms, prices and conditions as included in the Agreement Art Of Automation will perform the Services and related work on behalf of Principal.

3.2 Principal himself will remain responsible for using the Services and performing any actions resulting therefrom.

3.3 For the duration of the Agreement Principal acquires the non-exclusive right to access and use of the Services. This right of use is restricted to the use of the Services under the terms as described in a Service Description with the Agreement. Principal, its employees or third parties called in by it are not allowed to use the Services in any other way than for the appropriate purpose and as described in the Agreement.

3.4 Any further specifications of the Services and related activities are agreed on and stated in Appendixes with the Agreement.

3.5 Parties inform one another about the developments that are in progress within their organizations and have or may have any relevance to the Services and related work.

3.6 Art Of Automation is entitled to monitor the quality of the Services and the use in proportion and in fairness, and is entitled to take any appropriate measures at its own discretion at all times.

3.7 Principal will always remain entitled to the data entered by it.

3.8 A party with the Agreement will abstain from any courses of action and/or making any announcements that may harm the professionalism and/or the good reputation of the other party.

Article 4 / Commencement, duration and termination of the Agreement

4.1 Unless otherwise agreed in writing the Agreement has a term of validity of one year and commences on the date as stated with the application or at the moment that the Service has been delivered.

4.2 The Agreement will be renewed automatically each time with a period of 12 months at the end of the period of validity, unless one of the parties has notified the other party of its wish to terminate the Agreement in writing and by registered post subject to three months' notice.

4.3 The termination or notice of the Agreement does not relieve parties of their current obligations.

4.4 With regular termination of the Agreement Art Of Automation is committed to transfer the data entered by Principal itself to Principal as dump on a hard drive within 7 days after the termination of the Agreement.

- 4.5** For the transfer within this term no extra costs will be charged. If apart from the restitution of the data and documentation extra support is required, this will be provided on the basis of subsequent calculation against rates to be agreed on and going rates in that case.
- 4.6** Art Of Automation is entitled to make use of the services and business of third parties when performing the Services and related work.

Article 5 / Additional services

- 5.1** Additional services and related work should be agreed on separately and stated in writing.
- 5.2** Additional services and related work commence on the date as agreed in the respective Purchase Order or Order.

Article 6 / Obligations of Art Of Automation

- 6.1** Art Of Automation will exert itself to perform the Services with care in accordance with the stipulation in the Agreement and to prevent the Services from violating the rights of third parties and from contravening the legislation and regulations in force.
- 6.2** Art Of Automation has acquainted itself sufficiently with the objectives of Principal regarding the concluding of the Agreement. For that purpose Principal has provided Art Of Automation in time with the proper and full information, and -if desired- Principal will provide Art Of Automation with any further information insofar as that information is available with Principal.
- 6.3** Art Of Automation is committed to inform Principal about major changes, extensions and/or additions of the business to be used for the access and availability of the Services for Principal.
- 6.4** Art Of Automation sees to it that the Services are documented as good as possible.
- 6.5** Art Of Automation will provide all information about the standards used if so desired, so that Principal has an understanding under what circumstances it can make optimal use of the Services. If necessary, Art Of Automation can make demands on the hardware and software coming within the area of responsibility of Principal.

Article 7 / Obligations of Principal

- 7.1** Principal will cooperate and render assistance to the implementation of the Agreement insofar as that will be necessary in fairness. Among other things it will provide necessary data to Art Of Automation, to employees of Art Of Automation or to third parties called in by Art Of Automation.
- 7.2** Principal is never entitled to disclose information to a third party on behalf of or in the name of Art Of Automation unless it has been granted special permission to do so.
- 7.3** Principal will never try to undermine the security and the functioning of the systems of Art Of Automation.
- 7.4** Principal should handle extremely carefully with respect to confidential, important and personal data and details of and about third parties and observe the statutory regulations concerned. Principal processes personal data and details in accordance with the law.

Principal sees to proper organizational and technical measures to secure personal data and details. Personal data and details are not kept any longer than required for good business practice or by law.

7.5 Employees of Principal or third parties called in by Principal will observe the stipulations in the Agreement as well as the specific regulations and/or measures as referred to in this clause.

7.6 Principal will indemnify Art Of Automation against (any) claims of third parties with regard to obligations within the meaning of the Agreement.

Principal will indemnify Art Of Automation likewise for (any) claims of third parties of whatever nature resulting from the use of electronic mail facilities via the systems of Art Of Automation.

In case of a claim or right to that end Art Of Automation is entitled to terminate the Agreement instantly or to discontinue the performance of the Services and related work whether temporarily or not. Art Of Automation is entitled to give precedence to charge Principal for related damages and costs.

Article 8 / Contract variations

8.1 Contract variations will qualify for execution, if offered, ordered and/or agreed on or finalized as described in section 2 of this clause. Additional work carried out without having met the written requirement, will be carried out on the basis of best effort, and will be done entirely at the risk and expense of Principal.

8.2 If Art Of Automation takes the view that a (project)change indicated by Principal after signing the Agreement concerns contract variations, it will notify Principal of that before proceeding to execution . The notification should be made in writing and can be preceded by an oral, preliminary notification when the performance of the work requires this. The notification should be followed by a statement of the price consequences. The statement should be provided in writing and be adequately specified.

Article 9 / Prices and rates

9.1 The prices, rates and fees agreed on by parties are included in (Appendixes of) the Agreement. Parties reserve the right to agree on fixed prices for specific services and/or activities in addition to the prices, rates and fees.

9.2 The prices, rates and fees will be raised by the legal taxes and levies due. In case Principal opts for (parts of) a solution to be offered to Art Of Automation in foreign currency only, Art Of Automation will apply an exchange rate to express the amount in terms of Euros.

9.3 With the exception of the licence fee and prices/rates of third parties Art Of Automation is entitled to change the prices and rates with the CPI once a year as applied by Statistics Netherlands (CBS) for the first time 12 months after commencement of the Agreement. Licence fees and prices/rates of third parties will be fixed and/or raised as of the date on which they have been effective, and the rise in terms of percentage will be equal to the rise in terms of percentage Art Of Automation should pay for them.

9.4 For additional services and/or related work not covered by the subject of the Agreement, separate arrangements will be made and agreed on the basis of a quotation or cost estimate made in advance. The costs involved for these services and related work will be charged by means of a separate invoice.

9.5 Not included in the yearly fixed price are the expenses of Art Of Automation incurred for remedying defects caused by irresponsible or improper use, willfully or by gross negligence on the part of Principal or third parties or resulting from calamities.

Article 10 / Invoicing and payment

10.1 Art Of Automation charges the amounts due by Principal by means of an invoice.

10.2 Unless agreed otherwise in writing invoicing of Services take place monthly in advance. Additional work will be invoiced on a time and material basis.

10.3 The payment must be made on a bank or giro account specified by Art Of Automation in the method stated on the invoice and within 14 days after the dispatch date of the invoice.

10.4 In any case each invoice should state:

- the VAT number;
- as invoice date the dispatch date of the invoice;
- the period the invoice refers to;
- the number and sort of units;
- the prices per unit;
- the VAT;
- the total amount charged.

10.5 Principal is entitled to lodge substantiated objections against the correctness of an invoice in writing and with motivation to Art Of Automation within 5 Workdays after receipt of an invoice.

10.6 If Principal disputes the accuracy of a (part of the) invoice, it will still be bound to pay the non-disputed part.

10.7 If Principal has not paid on time, it will receive a reminder in writing including a further term of payment. The moment of payment is the moment at which Art Of Automation has received the payment. If no payment has been paid within the further term either, Principal will be in default without any further proof of default. Principal will be notified of this with the reminder.

10.8 Art Of Automation can charge Principal with the reasonable costs to receive payment outside a court of law. Qualifying for payment are those extrajudicial costs that have been made in fairness and are reasonable as to amount in proportion to the outstanding claim. Besides, Art Of Automation may charge Principal with the legal interest as of the date on which Principal has been in default.

10.9 If Principal has not paid on time, from that moment and as preferred Art Of Automation will be entitled to:

- perform the Services and related work on the basis of best effort and without Principal being entitled to any form of result or non-observance of it;
- postpone the performance of the Services and related work until payment has been received by Art Of Automation;
- discontinue the performance of the Services and related work.

Article 11 / Intellectual and industrial property rights and licences

- 11.1** Unless agreed otherwise in writing the Agreement never aims at procuring a transfer of existing intellectual or industrial property rights.
- 11.2** As far as applicable an Appendix with the Agreement includes an overview of the software, applications, data and/or licences, subdivided according to a party entitled to their use. Insofar as this is useful or necessary for the good implementation of the Agreement, Art Of Automation will get for no consideration a non-exclusive, non-transferable right to use the software, applications, data and/or licences and related documentation from Principal or in use with Principal.
- 11.3** All intellectual and industrial property rights arising with, during or as a result of the performance of the Services and related work performed by Art Of Automation or employees of Art Of Automation or third parties called in by it under the Agreement rest from its inception with Art Of Automation or a third party assigned by it. As the occasion arises, Principal will transfer at Art Of Automation's first request all intellectual and industrial property rights referred to here by private instrument to Art Of Automation or to a third party assigned by it.
- 11.4** Unless agreed otherwise in writing the intellectual and industrial property rights of the software, applications, data and/or licences and the accompanying documentation mentioned, subdivided and attributed to it in the Appendix rest with Art Of Automation. Insofar as this is necessary for the implementation of the Agreement, Principal will get a non-exclusive, non-transferable right to use this software, applications, data and/or licences and the accompanying documentation. The right is restricted to their use within the Services on the hardware, servers, systems, etc. as referred to in the Agreement, and will be in effect for the duration the Agreement has been concluded.
- 11.5** Outside the scope of (the use of) a Service Principal is not allowed to copy the software, applications, data and/or licences, User codes and the accompanying documentation made available to it save for back-up purposes. When making back-up copies Principal will leave intact all marks defining the ownership and origin.
- 11.6** Principal is not allowed to make available to third parties the software, applications, data, User codes and the accompanying user documentation placed at its disposal in any form or in any way.
- 11.7** Without the written consent of Art Of Automation and of the third party authorized by Art Of Automation to make available to Principal the software, applications, data(base) and the accompanying user documentation, Principal is not allowed to introduce any changes or additions in them or have them introduced.
- 11.8** Parties protect one another against claims of third parties with regard to any infringement on Dutch intellectual and industrial property rights.

Article 12 / Confidentiality

- 12.1** Parties are committed not to reveal any product, market, customer, turnover and/or prudential data concerning the other party, nor enable third parties to become acquainted with them, unless this information is of general knowledge without this having been caused by infringement of the obligation of confidentiality under consideration.
- 12.2** Parties are committed to use the information referred to in the first section for the sole purpose of implementing the Agreement.
- 12.3** A party will only communicate the existence and the contents of the Agreement to third parties if permission in writing has been received in advance from the other party. To this permission conditions can be attached.

- 12.4** Parties are committed to enforce the same obligations as included in this clause on persons put in by them with the implementation of the Agreement.
- 12.5** Unless agreed otherwise in writing the obligation of confidentiality will be in force to (three) years after termination of the Agreement.

Article 13 / Liability

- 13.1** Art Of Automation is not liable to any damage Principal suffers by shortcomings of Art Of Automation with the implementation of the Agreement or whatever legal basis including explicitly any shortcoming in the fulfilment of warranty and indemnification obligations agreed with Principal such as specified in more detail in this article, save in the following cases:
- a. if damage to goods, property or business of Principal has been caused when performing work and only attributable to Art Of Automation, Art Of Automation will reimburse the repair and replacement costs up to a maximum of € 50,000 per event or series of related events and up to a maximum of € 100,000 in total for all events occurring within a period of 12 months;
 - b. if death or physical injury has been caused when performing work and only attributable to Art Of Automation, Art Of Automation will reimburse the resulting costs up to a maximum of € 200,000 per event;
 - c. if Principal suffers any damage because death or physical injury is caused resulting from faulty business, Art Of Automation will compensate this damage only insofar as it acts as a producer within the meaning of article 6:187 (Dutch) Civil Code. The business will be faulty if it does not offer the security to be expected of it in fairness, all circumstances considered;
 - d. in case of simple negligence Art of Automation will be liable only if and insofar as a substantial contractual obligation has not been fulfilled. In case of gross negligence Art of Automation will be liable only if and insofar as such damage was foreseeable in fairness.
- 13.2** Art Of Automation will never be liable to indirect or consequential damage which should be understood to include in any case loss of turnover, lost profit and lost men-hours, damage resulting from claims from third parties, customers of Principal. Damage related to the use by Principal of materials, goods, means, resources or software of third parties prescribed to Art Of Automation and damage related to the calling in of contractors or suppliers ordered by Principal. Also excluded is Art Of Automation's liability related to mutilation, destruction or loss of data or documents.
- 13.3** Art Of Automation will indemnify Principal against claims of third parties for damages. The indemnification only applies to the damage to be charged to Art Of Automation on the basis of the stipulation in the first section.
- 13.4** Damage as referred to in this article should be reported to Art Of Automation in writing as soon as possible yet within four weeks at the most after its occurrence. Damage not reported to Art Of Automation within that term will not qualify for damages unless Principle makes it plausible that it could not have reported the damage sooner. Any claim for damages against Art Of Automation expires by the mere lapse of 12 months after the origin of the claim unless Principal has brought a legal claim for damages before the expiry of that term.

- 13.5** A condition for damages is also that Principal has made it sufficiently plausible that it has taken adequate precautions to prevent or limit the damage as stated in this article. Immediately after discovery of a shortcoming as referred to here Principal is also bound to give Art Of Automation the first opportunity to rectify the shortcoming as well as to take damage-limiting measures.
- 13.6** The exclusions and limitations of Art Of Automation's liability described in this article leave intact the other exclusions and limitations of Art Of Automation's liability described in the Agreement or the GT&C.
- 13.7** Art Of Automation is not liable to shortcomings in the services of third parties including providers of public electronic communication networks or services and providers of content, information or data services.
- 13.8** The stipulation(s) in this article as well as all other exclusions and limitations of liability stated in these GT&C also apply in favour of all (legal) persons Art Of Automation and its suppliers make use of when performing/carrying out/providing the Services and with the implementation of the Agreement.
- 13.9** Art Of Automation will never be liable if as a result of an order on a legal or judicial basis details of Principal must be given to third parties entitled thereto.

Article 14 / Transfer of rights and obligations

- 14.1** Principle is not entitled to transfer the (user) rights and obligations from the Agreement to a third party without the written consent of Art Of Automation. To this permission conditions can be attached.
- 14.2** In case Art Of Automation transfers its rights and obligations from the Agreement to a third party, Principal will give its consent in advance. Such a transfer will be communicated in time by Art Of Automation.
- 14.3** In contravention of the stipulation(s) in the first and second sections of this article each party can transfer the rights and obligations from the Agreement to a company belonging to the concern acquiring these activities that are subject of this Agreement wholly or for a substantial part from the transferring party.
- 14.4** The contract acquisition referred to in the third section is effected by a written statement of the transferor and the acquiring party to the other party. The acquisition cannot take place earlier than one month after this statement has been sent to the other party.

Article 15 / Personnel takeover

- 15.1** Parties abstain from taking on an employee or having him/her work for them directly or indirectly who is involved in the implementation of an Agreement directly and in considerable measure, on whatever legal basis, from the outset of that involvement until 12 months after the termination of that involvement without prior written consent of the other party.
- 15.2** In case of a violation of the stipulation(s) in the first section the violating party will owe a € 10,000 fine per violation and a € 1,000 fine a day that the violation continues immediately due and not amenable to moderation. The fine does not affect the obligation of the violating party to compensate the damage resulting from the violation if and insofar as the scope of the damage exceeds the amount of the fine.

Article 16 / Non-imputable shortcoming

- 16.1** In case of a non-imputable shortcoming the fulfilment of the relevant and related obligation(s) will be postponed wholly or partially for the duration of such a shortcoming without parties from both sides being bound to any damages in this respect. A party referring to such a shortcoming will communicate this to the other party in writing as soon as possible.
- 16.2** A shortcoming cannot be attributed to a party if it is not to blame for it, not within its sphere of influence nor at its risk or should be, nor be imputed to it under the law, legal act or according to generally received opinions. This can be caused among other things by a Distributed Denial of Service (DDoS) through:
- Cracking, e.g. viruses and worms;
 - Signalling, e.g. IRC, specific ICMPs via relays;
 - Flooding, e.g. TCP SYN flood, UDP, ICMP, other IP protocols.
- 16.3** If a party fails non-imputably in fulfilling an obligation resulting from the Agreement, the other party can terminate the Agreement to take effect at once by letter with confirmation of receipt without being bound to any damages if it is certain that fulfilment remains impossible or after the expiry of a reasonable term specified in writing.

Article 17 / Dissolution of the Agreement

- 17.1** In addition to the grounds for dissolution indicated by the law, both parties have the right to dissolve or terminate the Agreement or parts of it with immediate effect without recourse to a court of law, if:
- a. The other party has applied for or has been granted a moratorium on payments;
 - b. The other party has been declared bankrupt or has filed a bankruptcy petition;
 - c. Winds up, goes into liquidation, discontinues or ceases its business;
 - d. The other party is not capable of fulfilling its obligations from the Agreement for more than 30 days or as soon as it is reasonably certain that this period will last for at least 30 days;
 - e. A change in the legislation or regulations, a judicial decision or any other government measure prohibit or make it impossible that the activities as referred to in the Agreement are carried out wholly or partially.
- 17.2** The statement of dissolution is always made by registered letter.

Article 18 / General

18.1 Appendixes with an Agreement are mentioned in it and are an integral part of it.

18.2 Changes to the Agreement can only be agreed in writing.

If they concern changes in the appendixes belonging to an Agreement, the appendix in question will be replaced in its entirety by the revised version. The revised version will be provided with a date and initials of both parties and contain the stipulation that it supersedes the previous version (insofar as it does not concern the General Terms and Conditions).

18.3 In case that due to interpretation a conflict arises between the contents of the Agreement and the contents of one or more of the accompanying appendixes, the stipulation in the Agreement will prevail.

18.4 Parties will apply the conditions as laid down in the Agreement for the additional services and related work to be agreed upon, except if and insofar as the nature of the business and/or the system or the Service give rise to making additional or alternative arrangements.

18.5 In case parties agree to classify all agreements in one Framework or Master Agreement, the Agreement will be incorporated in it.

18.6 Each claim, no matter in whatever form, resulting from this Agreement will be invalid if it has not been made within five years of the origin of the cause of the claim.

18.7 If a stipulation in the Agreement is invalid or unenforceable in the opinion of the competent judge or as a result of changed legislation and regulations, the other provisions of the Agreement will remain fully in force. Art Of Automation will try to come to an enforceable alternative stipulation in good faith and in fairness in order to replace the stipulation considered to be invalid or unenforceable.

18.8 In cases not provided for by an Agreement, Art Of Automation will make an arrangement in fairness.

Article 19 / Personal Data and Information Security

Definitions in this clause

The definitions incorporated in this clause and referred to by a capital letter are explained in conformity with the meaning attributed to them by the 'AVG' (cf. General Data Protection Regulation), unless another meaning is explicitly attached to them within a particular context.

Insofar as Art Of Automation processes Personal Data on behalf of Principal under the terms of the Agreement, Principal qualifies under clause 4, sections 7 and 8 of the 'AVG' as Controller for the Processing of Personal Data and Art Of Automation as Processor.

General

- 19.1** Parties are committed to process Personal Data in conformity with the 'AVG' in force in the Netherlands. Personal Data are processed exclusively by order of and in conformity with the regulations of Principal and exclusively insofar as necessary for the fulfilment of the obligations on account of an Agreement.
- 19.2** Parties have the obligation to regulate their rights and duties further with respect to the processing of Personal Data within the scope of a Service.

Data Processing Agreement

- 19.3**
- a. Within the scope of performing IaaS Services, Online Workplace or Management Services separate Data Processing Agreements are drawn up and agreed incorporating additional or deviating arrangements with respect to processing Personal Data. The Data Processing Agreement concerned prevails over what has been stipulated in this clause under consideration;
 - b. For all other Services and Services merely related to data transport, including internet connections and/or MPLS connections, the Agreement including Attachments in combination with these GT&C is regarded as Data Processing Agreement within the meaning of article 28 'AVG'.
- 19.4** Principal warrants that it has obtained the Personal Data concerned lawfully and that it has the permission of the Data Subjects to have access to the data as well as to process or to have processed those data according to the nature and size as referred to in the Agreement.
- 19.5** Principal keeps complete control and authority of the Personal Data. According to the nature of the Services Art Of Automation does not have any authority, control over or influence on (parts of) the Personal Data. Any act in regard to place, the contents or composition of the Personal Data among other things will therefore be precluded. Contents and/or Personal Data only travel as objects of data transport through the systems and connections of the Art Of Automation Domain.
- 19.6** Art Of Automation shall make no other use of the Personal Data than for which they are made available by Principal.

Sub-Processor

19.7 When Art Of Automation, in compliance with the stipulation(s) in the Agreement, calls in another data processor to carry out data transport activities on behalf of Principal, the same obligations as those included these stipulations will be imposed on this other Data Processor by an agreement.

Security measures

19.8 Both parties are committed to take appropriate technical and organizational measures to advance and maintain an adequate security level of the Personal Data.

19.9 Considering the state of the art and the costs involved in implementing and carrying out the measures, these measures will offer a proper security level, considering the risks involved in processing Personal Data and its nature.

19.10 Parties keep informing one another on the requirements and standards in the field of data protection and/or the service management system.

19.11 Art Of Automation does not process any Personal Data outside a country of the European Economic Area (hereinafter called: EEA), unless it has obtained the express written order or permission from Principal.

Without the prior written permission of Principal Art Of Automation is not allowed to pass on to or store any Personal Data in a country outside the EEA or make any Personal Data accessible from a non-EEA country. To this permission conditions can be attached by Principal.

Monitoring and Data Breaches

19.12 Art Of Automation shall actively monitor security incidents and Data Breaches within its own domain. As soon as a Data Breach occurs, has occurred or might occur, Art Of Automation will report this to Principal immediately and not later than 24 hours after discovery, both by telephone and by e-mail. Art Of Automation will also provide relevant information about:

- a. the nature of the Data Breach;
- b. the probable consequences of the Data Breach observed;
- c. the measures taken or to be taken to solve the Data Breach or limit the consequences/damages as much as possible.

19.13 Art Of Automation is never permitted to report a Data Breach to the Dutch Data Protection Authority (cf. Dutch 'Autoriteit Persoonsgegevens') nor to inform Data Subjects about a Data Breach. That is and remains a responsibility of Principal whatever the circumstances.

19.14 Any possible additional expenses to carry out work, whether or not at the request of Principal, incurred outside the basic responsibilities in this article will be charged to Principal.

Article 20 / Applicable law and disputes

20.1 To the Agreement Dutch law is applicable.

20.2 All disputes that might result from the Agreement, will be settled by the competent judge under the law.

20.3 Before bringing a dispute to court, parties will do their utmost to settle the dispute by mutual agreement. However, this does not affect the right of each party to ask for a temporary provision in urgent cases. (Summary Procedure, Kort Geding).