



GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

October 14, 2026

Geronimo IT Services

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Article 1 – Definitions

For the purposes of these Terms and Conditions, the following definitions shall apply:

1.1. Geronimo IT Services: the business operating under this trade name and providing IT services, products and related activities.

1.2. Client: any natural person or legal entity acting in the course of a profession or business that enters into an agreement with Geronimo IT Services.

1.3. Parties: Geronimo IT Services and the Client collectively.

1.4. Agreement: any arrangement between the Parties relating to the provision of services, products, software, equipment or other deliverables.

1.5. Services: all services provided by Geronimo IT Services, including IT management, support, systems administration, network management, cybersecurity, hosting, cloud management, hybrid IT environments, consultancy, implementation, migration, maintenance and technical support.



1.6. Managed Services: recurring activities intended to manage, monitor, maintain and support the Client's IT environment.

1.7. Ad Hoc Services: work performed at the Client's request that is not included in an agreed recurring service package.

1.8. Service Level Agreement (SLA): a separate agreement specifying service availability, support hours, incident priorities, response times and any applicable service levels.

1.9. IT Environment: the hardware, software, networks, accounts, applications, servers, cloud platforms, websites and other IT components used by or on behalf of the Client.

1.10. Third Parties: external suppliers, cloud providers, data centers, software vendors, telecommunications companies, hosting providers and other parties whose services may be relevant to the Services.

1.11. Confidential Information: all non-public business information, technical data, documentation, access credentials, personal data and other information received by a Party in connection with the Agreement.

1.12. In Writing: communication by letter, email or other electronic means through which the content and origin can reasonably be established.

Article 2 – Applicability

2.1. These Terms and Conditions apply to all offers, quotations, agreements, assignments, deliveries and Services provided by Geronimo IT Services.

2.2. These Terms and Conditions are intended for business Clients acting in the course of their profession or business.

2.3. The applicability of the Client's general terms and conditions or purchasing terms is expressly excluded unless Geronimo IT Services has accepted them in Writing.

2.4. Deviations from these Terms and Conditions are valid only if agreed in Writing by authorized representatives of both Parties.

2.5. In the event of a conflict between contractual documents, the following order of precedence shall apply unless otherwise agreed in Writing:



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- a. the signed Agreement or order confirmation;
 - b. the applicable quotation and project-specific arrangements;
 - c. the SLA and any service-specific schedules;
 - d. any applicable Data Processing Agreement, insofar as it concerns the processing of personal data;
 - e. these Terms and Conditions.

In the event of a conflict with a Data Processing Agreement, its provisions shall prevail insofar as they relate to the processing of personal data and compliance with applicable data protection legislation.

2.6. If any provision is invalid or unenforceable, the remaining provisions shall remain in effect to the extent possible. The Parties shall seek to replace the invalid provision with a valid provision that most closely reflects its original purpose.

Article 3 – Quotations and Formation of Agreements

3.1. Quotations are non-binding unless expressly stated otherwise.

3.2. Unless otherwise specified, a quotation is valid for 30 calendar days.

3.3. An Agreement is formed when a quotation is accepted in Writing or electronically, when Geronimo IT Services issues a written order confirmation, or when Geronimo IT Services begins performing the Services with the Client's consent.

3.4. The scope of the Agreement shall be determined by the agreed Services, specifications, rates, schedule and other documented arrangements.

3.5. Obvious mistakes, typographical errors or calculation errors in a quotation or offer shall not bind Geronimo IT Services.

3.6. Geronimo IT Services may rely on the accuracy and completeness of the information supplied by the Client when preparing its offers.



3.7. If, during performance, the assignment is found to differ materially from the information initially provided, the Parties may agree to amend the scope, schedule and fees.

3.8. Oral commitments or additional assignments shall be binding only once confirmed by both Parties, unless the circumstances or applicable law provide otherwise.

Article 4 – Performance and Scope of Services

4.1. Geronimo IT Services shall perform the agreed Services with due care and in accordance with the professional standards reasonably applicable to the relevant services.

4.2. Unless a specific result has been expressly guaranteed, the Services shall constitute an obligation to use reasonable professional efforts rather than a guarantee of a particular outcome.

4.3. Geronimo IT Services shall determine how the Services are performed within the agreed scope and contractual requirements.

4.4. Geronimo IT Services may use its own employees, qualified independent contractors and external service providers. This shall not affect Geronimo IT Services' contractual obligations.

4.5. Schedules, delivery dates and completion times are indicative unless the Parties expressly agree in Writing that a deadline is binding.

4.6. The Client shall provide all necessary cooperation, information, documentation, access rights, licenses and approvals in a timely manner.

4.7. If the Client fails to provide sufficient cooperation or necessary information on time, the schedule and costs may be adjusted. Any additional costs shall be agreed with the Client in advance, except where immediate action is reasonably necessary.

4.8. Geronimo IT Services may refuse or suspend work if performing it would result in a violation of applicable law, a serious security threat or a reasonably foreseeable risk to other systems or persons.



Article 5 – Ad Hoc Work and Support

5.1. Ad Hoc Services shall be performed upon the Client's request and subject to the availability of Geronimo IT Services.

5.2. Where reasonably possible, Geronimo IT Services shall provide an initial estimate of the required time, costs and any external dependencies before commencing work.

5.3. The Client acknowledges that an initial estimate may change if additional issues, dependencies or technical limitations are discovered during the work.

5.4. Geronimo IT Services is not obliged to resolve an incident immediately unless this has been expressly agreed.

5.5. Ad Hoc Services shall be charged at the agreed rates and time increments. Travel, call-out, materials and third-party costs shall be charged separately where agreed in advance.

5.6. Emergency work, evening and weekend work, and work performed on public holidays shall be subject to additional rates only where these rates have been agreed in advance or the Client has accepted the applicable rates.

5.7. Geronimo IT Services shall record the work performed in an appropriate manner. An explanation of an invoice may be provided upon request.

Article 6 – Managed Services and Recurring Services

6.1. The scope, term, fees and included activities of recurring Services shall be specified in an Agreement, quotation or service schedule.

6.2. A Managed Services agreement may include monitoring, preventive maintenance, patch management, user support, systems administration, network management, reporting and technical advice.

6.3. Only the activities expressly included in the agreed service package are covered by the recurring fee.

6.4. Unless otherwise agreed in Writing, the following activities are not automatically included:

- a. major migrations and infrastructure redesigns;



b. implementation of new systems or business applications;

c. remediation of damage caused by systems outside the managed environment or by unauthorized changes;

d. replacement of hardware and the purchase of software licenses;

e. forensic investigations and extensive incident response;

f. data recovery beyond the agreed backup and recovery arrangements;

g. project work and activities that materially exceed the agreed scope of management.

6.5. Work outside the agreed scope shall be treated as additional work. Geronimo IT Services shall agree the nature and estimated costs of such work with the Client in advance, except for emergency measures that may be carried out under the Parties' agreed procedures.

6.6. The Client shall promptly notify Geronimo IT Services of relevant changes to the IT Environment, including changes in the number of users, locations, devices, servers, applications and cloud subscriptions.

6.7. If the scope of the IT Environment changes materially on a recurring basis, the Parties may adjust the Services and recurring fees.

6.8. The Client remains responsible for business decisions concerning its IT Environment unless otherwise agreed in Writing.

Article 7 – Service Levels and SLA

7.1. Where service levels are agreed, they shall be documented in a separate SLA.

7.2. An SLA may include arrangements concerning:

a. opening hours and availability of support;

b. incident classification and prioritization;

c. response times;

d. target or guaranteed resolution times;



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- e. service availability percentages;
 - f. scheduled maintenance and maintenance windows;
 - g. escalation procedures;
 - h. reporting and reviews;
 - i. service credits or other contractual remedies for failure to meet agreed service levels.

7.3. A response time is the period within which a report is assessed or work on it begins. A response time is not the same as a resolution time.

7.4. Resolution times may depend on the nature and complexity of the incident, the Client's cooperation and the availability of Third Parties.

7.5. If no SLA has been agreed, no specific guaranteed availability percentage or response time shall apply.

7.6. In the event of an incident caused by a Third Party, Geronimo IT Services shall, within the scope of the agreed Services, make reasonable efforts to investigate the incident, engage the relevant supplier and keep the Client informed.

7.7. Any service credits, compensation arrangements and exclusions must be expressly included in the SLA. Such arrangements do not automatically replace other statutory rights or obligations.

Article 8 – Cybersecurity and Information Security

8.1. Depending on the agreed Services, Geronimo IT Services may provide security advice, monitoring, endpoint protection, firewall management, patch management, access management, vulnerability scanning, security updates and support in responding to security incidents.

8.2. The specific security measures, scope of coverage, monitoring hours and responsibilities shall be set out in the Agreement or a separate security schedule.



8.3. Geronimo IT Services shall perform the agreed security activities with due care. However, no security measure can guarantee that an IT Environment will remain entirely free from cyberattacks, vulnerabilities, malware, unauthorized access or data loss.

8.4. The Client remains responsible for security measures that have not expressly been assigned to Geronimo IT Services.

8.5. The Client shall, among other things:

- a. promptly reports suspected security incidents;
- b. properly manages user accounts and access rights within its own organization;
- c. provides accurate information about systems, applications and business processes;
- d. review advice in a timely manner and make decisions that remain the Client's responsibility;
- e. informs Geronimo IT Services of relevant security requirements applicable to the organization.

8.6. If Geronimo IT Services identifies a material security risk, it shall inform the Client within a reasonable period and, where covered by the assignment, advise on appropriate measures.

8.7. If an immediate threat requires urgent action and the Parties have agreed the necessary authority, Geronimo IT Services may implement the agreed emergency measures. Where measures fall outside that authority, approval shall be sought where reasonably possible.

8.8. Geronimo IT Services shall inform the Client without undue delay of security incidents of which it becomes aware that are relevant to the agreed Services. Where personal data is involved, the applicable obligations under the Data Processing Agreement and the GDPR shall also apply.

8.9. The Client is responsible for assessing and following up on security recommendations unless otherwise agreed in Writing.



8.10. Security testing, penetration testing, forensic investigations and work on systems belonging to Third Parties shall be performed only with the necessary authorisation and within an agreed scope.

Article 9 – Hosting, Cloud and Hybrid IT Environments

9.1. Geronimo IT Services may provide web hosting, cloud hosting, server management, storage services, network services and management of hybrid IT environments.

9.2. The specific Services, capacity, configuration, storage space, traffic limits and any availability guarantees shall be specified in the quotation, Agreement or SLA.

9.3. The Client is responsible for the lawfulness of the data, software, websites and content it has hosted or made available through the Services.

9.4. The Client shall ensure that it has the necessary rights, licenses and permissions for the software, data and content it uses.

9.5. Geronimo IT Services may take appropriate technical measures to protect the stability, security and continuity of the Services. If immediate action is necessary to prevent serious damage, misuse or a security incident, access to part of the Services may be temporarily restricted to the extent reasonably necessary. The Client shall be informed as soon as reasonably possible.

9.6. Cloud and hosting Services may depend on infrastructure and services provided by Third Parties. Where reasonably possible, Geronimo IT Services shall inform the Client of relevant external dependencies and service disruptions.

9.7. Any availability guarantee shall apply only if expressly agreed and subject to the applicable SLA.

9.8. Changes to cloud platforms, software versions, licensing terms or services provided by Third Parties may require adjustments to the Services. Where necessary, the Parties shall discuss the impact on functionality, schedules and costs.

9.9. Upon termination of hosting or cloud Services, the Parties shall agree on the export and transfer of data, any migration work, costs and the period during which the data will remain available.



9.10. Following the agreed transfer period, data shall be deleted or rendered inaccessible in accordance with the Agreement, the applicable Data Processing Agreement and statutory retention obligations.

Article 10 – Backups, Recovery and Business Continuity

10.1. Backup services, retention periods and recovery activities are included only where expressly agreed.

10.2. Where relevant, the Agreement or a separate backup schedule shall specify:

- a. which systems and data are included;
- b. how frequently backups are created;
- c. how long backups are retained;
- d. where backups are stored;
- e. how recovery requests are submitted;
- f. which recovery objectives apply;
- g. the responsibilities of each Party during recovery.

10.3. Geronimo IT Services shall perform the agreed backup activities with due care and shall report relevant deficiencies identified during those activities within a reasonable period.

10.4. Where agreed, periodic recovery tests may be performed to assess whether backups can be used successfully.

10.5. The existence of a backup does not, by itself, guarantee that all data can be fully restored under all circumstances or within a particular period.

10.6. The Client shall notify Geronimo IT Services of changes to systems, storage locations and data flows that may affect the agreed backup arrangements.

10.7. Where relevant, the Client's decision not to purchase recommended backup or recovery measures shall be documented in Writing.



10.8. Recovery work resulting from incidents outside the agreed Services may be charged as additional work where this is permitted under the Agreement or has been appropriately agreed with the Client.

Article 11 – Network Management, Equipment and Software

11.1. Work involving networks, routers, switches, firewalls, wireless networks, servers and workstations shall be performed within the agreed scope.

11.2. The purchase, delivery, installation and configuration of equipment and software shall be agreed separately if they are not expressly included in the service package.

11.3. Ownership of supplied equipment shall transfer in accordance with the agreed delivery and payment terms and applicable law.

11.4. Software supplied by Third Parties shall be subject to the applicable license terms of the relevant rights holder.

11.5. Geronimo IT Services shall not be responsible for restrictions or changes arising from Third Party license terms unless such responsibility has been expressly agreed or arises under applicable law.

11.6. The Client shall provide accurate information about existing equipment, software, licenses and any restrictions relevant to the work.

11.7. Before implementing substantial changes, a change plan shall be prepared where reasonably possible, including relevant risks, dependencies and fallback options.

Article 12 – Consultancy, Advice and Project Work

12.1. Consultancy Services shall be performed on the basis of the agreed assignment and the information available.

12.2. Advice is based on the circumstances and information known at the time it is provided. The Client remains responsible for final business decisions unless otherwise agreed in Writing.



12.3. Where appropriate, projects shall be governed by specific arrangements concerning scope, schedule, delivery, acceptance criteria, documentation, dependencies and post-implementation support.

12.4. Where formal acceptance is required, the acceptance procedure shall be specified in the project Agreement.

12.5. The Client shall review deliverables within the agreed period and report any deviations with sufficient detail.

12.6. Geronimo IT Services shall be given a reasonable opportunity to investigate and, where attributable to Geronimo IT Services, remedy any demonstrated deviation from the agreed specifications.

12.7. New requirements, additional functionality or changes to the agreed scope shall be treated as change requests and may affect the schedule and fees.

12.8. If a project is delayed by Third Party suppliers or the Client's systems, the Parties shall discuss the consequences and adjust the schedule where necessary.

Article 13 – Client Obligations

13.1. The Client shall provide all information reasonably necessary for the proper performance of the Agreement.

13.2. The Client shall provide timely access to systems, locations, users, documentation and relevant contact persons.

13.3. The Client is responsible for the use of its own accounts, passwords, licenses and access rights insofar as these are not expressly managed by Geronimo IT Services.

13.4. The Client shall notify Geronimo IT Services of changes to the IT Environment that may affect the agreed Services.

13.5. The Client shall ensure that its employees and engaged Third Parties comply with the agreed security and usage policies.



13.6. The Client shall not use the Services for unlawful activities and shall ensure that its instructions to Geronimo IT Services are lawful.

13.7. The Client remains responsible for making decisions required for the continuation of the Services in a timely manner.

13.8. If the Client fails to follow relevant advice or warnings, the consequences may be taken into account when determining the Parties' respective responsibilities, to the extent permitted by law.

Article 14 – Fees, Additional Work and Expenses

14.1. All fees are exclusive of VAT and other applicable taxes unless expressly stated otherwise.

14.2. The agreed rates and any recurring fees shall be specified in the quotation or Agreement.

14.3. Ad Hoc Services shall be charged at the agreed hourly rate, applicable time increments and any previously agreed surcharges.

14.4. Recurring Managed Services and subscriptions shall be invoiced according to the agreed billing cycle.

14.5. Costs for hardware, software licenses, cloud usage, Third Party suppliers, travel and other additional services shall be charged separately where agreed.

14.6. Additional work shall be agreed with the Client in advance. Necessary emergency measures shall be subject to the procedures agreed by the Parties.

14.7. If a Third Party supplier increases its prices or changes a service, Geronimo IT Services may pass on the demonstrable impact to the Client insofar as this has been contractually agreed and the Client has been appropriately informed.

14.8. Price changes for recurring Services shall be implemented only in accordance with the agreed variation procedure. Where a change has a material impact on the Agreement, the applicable rights of the Parties shall be respected.



Article 15 – Invoicing and Payment

15.1. Invoices shall be sent electronically or by another agreed method.

15.2. Unless otherwise agreed in Writing, invoices shall be payable within 14 calendar days of the invoice date.

15.3. If the Client disputes an invoice, it shall notify Geronimo IT Services within a reasonable period and provide the reasons for the dispute. The undisputed portion shall remain payable within the agreed period.

15.4. If the Client fails to pay on time, the Client shall be in default in accordance with applicable law and any valid payment arrangements.

15.5. From the date of default, Geronimo IT Services may charge the applicable statutory commercial interest and reasonable, legally recoverable extrajudicial collection costs.

15.6. Payments shall be allocated in accordance with applicable law and any valid agreements between the Parties.

15.7. If, despite an appropriate warning and any required reasonable remedy period, the Client remains in default of its payment or other obligations, Geronimo IT Services may suspend all or part of the Services to the extent permitted by the Agreement and applicable law.

15.8. Suspension shall not be implemented in a manner that violates mandatory legal obligations or an applicable agreement concerning essential continuity or security measures.

Article 16 – Intellectual Property

16.1. All intellectual property rights in existing software, scripts, tools, methodologies, templates, documentation and other materials shall remain with their original rights holder.

16.2. Ownership and usage rights relating to specifically developed software, scripts, configurations, designs and documentation shall be specified in the Agreement.



16.3. Unless otherwise agreed, the Client shall receive only the usage rights expressly agreed or arising under the applicable license terms.

16.4. The Client warrants that it holds the necessary rights to any materials, data and software supplied to Geronimo IT Services.

16.5. Geronimo IT Services may continue to use general knowledge, experience, techniques and non-confidential skills acquired during the performance of the Services, provided that the Client's Confidential Information and protected rights are not infringed.

16.6. Open-source software and Third Party software may be supplied or used subject to separate license terms.

Article 17 – Privacy and Data Protection

17.1. The Parties shall comply with applicable privacy and data protection legislation, including the General Data Protection Regulation (GDPR), insofar as it applies to their activities.

17.2. Each Party's role in the processing of personal data shall be determined on the basis of the actual activities and applicable law.

17.3. Where Geronimo IT Services processes personal data on behalf of the Client as a processor, the Parties shall enter into an appropriate Data Processing Agreement before the relevant processing begins.

17.4. The Data Processing Agreement shall contain the legally required provisions concerning, among other things, the purpose and duration of processing, instructions, security, sub processors, assistance with data subject requests, data breaches, audits and the deletion or return of data.

17.5. The Client remains responsible for the lawfulness of processing for which it is responsible and for the instructions it provides to Geronimo IT Services.

17.6. Where acting as a processor, Geronimo IT Services shall process personal data received from the Client only in accordance with the Client's lawful instructions, except where applicable law requires otherwise.



17.7. If either Party becomes aware of an incident that may affect personal data processed under the Agreement, it shall inform the other Party in accordance with applicable legal obligations and the agreed arrangements.

17.8. The Parties shall provide reasonable assistance to each other in meeting their data protection obligations.

17.9. Transfers of personal data outside the European Economic Area shall take place only in compliance with applicable legal requirements.

Article 18 – Confidentiality

18.1. The Parties shall handle Confidential Information carefully and use it only to the extent necessary to perform the Agreement.

18.2. Confidential Information may be shared only with employees, advisers and engaged Third Parties who need the information to perform the Agreement and who are subject to appropriate confidentiality obligations.

18.3. The confidentiality obligation does not apply to information that demonstrably becomes public without a breach of an obligation, was already lawfully known to the receiving Party, or must be disclosed under a legal obligation.

18.4. Where disclosure is legally required, the relevant Party shall notify the other Party in advance insofar as legally permitted.

18.5. The obligations under this Article shall survive termination of the Agreement.

Article 19 – Liability and Damages

19.1. Each Party shall be liable for damages to the extent attributable to that Party under applicable law and the Agreement.

19.2. To the extent permitted by law, Geronimo IT Services shall not be liable for indirect damages, including consequential loss, loss of profits, loss of anticipated savings and business interruption, except to the extent that such exclusion is prohibited by law.



19.3. Before the Services commence, the Parties should agree on an appropriate contractual liability cap. This should take into account the nature and value of the assignment, the recurring fees, foreseeable risks and available insurance coverage.

19.4. Proposed provision subject to legal review: the total liability of Geronimo IT Services arising from a breach of contract attributable to Geronimo IT Services or from a tort shall be limited per event or related series of events to [amount or calculation method], subject to a maximum of [amount] per contract year.

19.5. The applicability, scope and amount of the limitation in Article 19.4 must be assessed in light of the Services concerned and the circumstances of the case. The limitation shall not apply to the extent that limiting liability is prohibited by law.

19.6. The Parties shall specify whether and under what conditions special arrangements apply to data loss or corruption, recovery costs, security incidents and third-party claims.

19.7. Geronimo IT Services' liability shall not be excluded solely because an incident involves a cyberattack, an external supplier or a cloud platform. The relevant responsibilities and any valid contractual limitations shall be assessed in each case.

19.8. The Client shall take reasonable steps to prevent and mitigate damage and shall provide the necessary cooperation.

19.9. The Client shall report a potential claim as soon as reasonably possible and provide sufficient information to allow an investigation. This notification requirement shall not restrict statutory rights that cannot lawfully be excluded.

Article 20 – Force Majeure

20.1. Neither Party shall be required to perform an obligation to the extent that performance is prevented by force majeure as recognized under applicable law.

20.2. The affected Party shall inform the other Party as soon as reasonably possible of the nature of the situation and its expected impact on the Services.

20.3. The Parties shall discuss appropriate measures to mitigate the impact and continue the Services where reasonably possible.



20.4. If a force majeure situation continues for an extended period, the Parties may agree to amend or terminate the affected Services in accordance with applicable law and the Agreement.

20.5. A failure or disruption at a Third Party supplier does not automatically constitute force majeure. The circumstances, the dependence on the supplier and Geronimo IT Services' own obligations must be taken into account.

Article 21 – Term, Renewal and Termination

21.1. The term of an Agreement shall be specified in the quotation or Agreement.

21.2. Agreements for an indefinite term may be terminated subject to the agreed notice period.

21.3. Agreements for a fixed term shall expire or renew in accordance with the written arrangements between the Parties.

21.4. If no notice period has been agreed, the applicable statutory rules and the nature of the Agreement shall apply.

21.5. Termination shall be notified in Writing or electronically by a method that reasonably allows receipt to be established.

21.6. In the event of a material breach, the other Party may terminate the Agreement if the statutory requirements for termination or rescission have been met. Where required, a reasonable period to remedy the breach shall first be provided.

21.7. Upon termination, fees due up to the termination date and agreed costs for work already performed shall be settled.

21.8. Existing commitments to Third Party suppliers, licensors or cloud providers shall be settled in accordance with the applicable agreements.

Article 22 – Suspension and Termination in Special Circumstances

22.1. Geronimo IT Services may temporarily suspend all or part of the Services if necessary due to a serious security threat, unlawful use, a legal requirement or a material breach by the Client.



22.2. Where circumstances permit, the Client shall be informed in advance and given an opportunity to remedy the situation.

22.3. In the event of an immediate threat, immediate suspension may be necessary. The measure shall be limited to what is reasonably necessary to manage the risk.

22.4. If the Client materially breaches its payment or other obligations, suspension or termination may take place subject to the Agreement and applicable law.

22.5. Suspension or termination shall not entitle Geronimo IT Services to withhold or delete the Client's data without a valid legal basis.

Article 23 – Transition and Exit

23.1. Upon termination of the Agreement, the Parties shall reasonably cooperate to ensure an orderly transition of the agreed Services.

23.2. The Parties shall agree on the transfer of relevant documentation, configuration data, access rights and data belonging to the Client.

23.3. The Client remains responsible for appointing a replacement service provider and making timely decisions necessary for the transition.

23.4. Migration, additional documentation, work outside the existing assignment and transition assistance shall be charged separately where agreed in advance or otherwise lawfully chargeable.

23.5. Geronimo IT Services shall delete or return data in accordance with the Agreement, the Data Processing Agreement and applicable legal obligations.

23.6. Geronimo IT Services may retain data where necessary to comply with statutory retention obligations or where another valid legal basis exists. Access to such data shall be restricted where appropriate.



Article 24 – Changes to Services and Terms

24.1. Changes to the agreed Services shall be documented in Writing or electronically.

24.2. Geronimo IT Services may propose changes where technological developments, security risks, legal requirements or changes by Third Party suppliers make such changes necessary.

24.3. Material changes affecting price, scope, functionality or service levels shall be discussed with the Client in advance and documented in accordance with the Agreement.

24.4. Amendments to these Terms and Conditions shall be communicated to the Client in a timely manner and shall apply only in accordance with the valid contractual amendment procedure and applicable law.

24.5. An amendment to these Terms and Conditions shall not automatically entitle either Party to unilaterally amend existing contractual commitments.

Article 25 – Complaints and Disputes

25.1. The Client shall report complaints concerning the performance of the Agreement within a reasonable period after discovering, or reasonably being expected to discover, the relevant issue.

25.2. The complaint shall describe the nature of the problem, the relevant Service and the circumstances in sufficient detail.

25.3. The Parties shall endeavor to resolve complaints through consultation in the first instance.

25.4. If a complaint concerns a service disruption or security incident, the Client may be asked to provide reasonable assistance with investigation and remediation.

25.5. The Parties may agree in Writing to refer a dispute to mediation or another form of alternative dispute resolution.

25.6. If a dispute cannot be resolved amicably, it shall be submitted to the competent court in accordance with applicable law.



Article 26 – Governing Law

26.1. The Agreement and these Terms and Conditions shall be governed by the laws of the Netherlands, unless mandatory law provides otherwise.

26.2. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded insofar as such exclusion is legally valid and relevant to the Agreement concerned.

26.3. Nothing in these Terms and Conditions is intended to exclude statutory rights or obligations to the extent that they cannot lawfully be excluded.

Article 27 – Final Provisions

27.1. These Terms and Conditions, together with the applicable quotation, Agreement, SLA, Data Processing Agreement and other agreed schedules, form the contractual framework governing the Services.

27.2. In the event of a conflict between contractual documents, the order of precedence set out in Article 2 shall apply, subject to mandatory law.

27.3. A waiver of a right shall be valid only if expressly agreed in Writing, insofar as permitted by law.

27.4. Failure to exercise a contractual right immediately shall not constitute a waiver of that right.

End of the General Terms and Conditions of Geronimo IT Services.