



Heimdallr Professional Services BV

Terms and Conditions

Effective Date: 2025

1. Definitions

1.1 Client: The entity or individual engaging Heimdallr Professional Services BV for cybersecurity services.

1.2 Services: The cybersecurity solutions, consultations, and related activities provided by Heimdallr Professional Services BV as described in the Service Agreement.

1.3 Service Agreement: The specific contract outlining the scope, duration, deliverables, and payment terms for the Services provided.

2. Scope of Services

2.1 Heimdallr Professional Services BV agrees to provide the Services as detailed in the Service Agreement. Any modifications or additional services require a written amendment to the Service Agreement, signed by both parties.

3. Client Obligations

3.1 The Client shall provide timely access to necessary information, systems, and personnel to facilitate the effective delivery of Services.

3.2 The Client is responsible for ensuring that all information and data provided to Heimdallr Professional Services BV are accurate and complete.

3.3 The Client shall comply with all applicable laws and regulations related to the Services and cooperate with Heimdallr Professional Services BV in meeting legal requirements.

4. Confidentiality

4.1 Both parties agree to maintain the confidentiality of all proprietary or sensitive information disclosed during the term of the Service Agreement.

4.2 Confidential information shall not be disclosed to third parties without prior written consent, except as required by law.

5. Data Protection

5.1 Heimdallr Professional Services BV processes personal data in accordance with the General Data Protection Regulation (GDPR) and the Dutch Implementation Act.

5.2 A separate Data Processing Agreement (DPA) will be executed between the parties to outline specific data protection obligations.

6. Intellectual Property Rights

6.1 All intellectual property rights related to materials, methodologies, and tools used or developed by Heimdallr Professional Services BV during the provision of Services remain the property of Heimdallr Professional Services BV.

6.2 The Client is granted a non-exclusive, non-transferable license to use deliverables solely for internal purposes as outlined in the Service Agreement.

7. Liability and Indemnification

7.1 Heimdallr Professional Services BV's liability for damages arising from the Services is limited to the amount paid by the Client under the Service Agreement.

7.2 Neither party shall be liable for indirect, incidental, or consequential damages.

7.3 The Client agrees to indemnify and hold harmless Heimdallr Professional Services BV against any claims arising from the Client's misuse of the Services or breach of the Service Agreement.

8. Payment Terms

8.1 Fees for Services are outlined in the Service Agreement and are exclusive of VAT and other applicable taxes.

8.2 Invoices are payable within thirty (30) days from the invoice date, unless otherwise specified in the Service Agreement.

8.3 Late payments may incur interest charges as permitted by Dutch law.

9. Termination

9.1 Either party may terminate the Service Agreement with thirty (30) days' written notice.

9.2 Termination for cause by either party is permissible if the other party materially breaches the Service Agreement and fails to remedy the breach within fourteen (14) days of receiving written notice.

9.3 Upon termination, the Client shall pay for all Services rendered up to the termination date.

10. Governing Law and Dispute Resolution

10.1 These Terms and Conditions are governed by and construed in accordance with the laws of the Netherlands.

10.2 Any disputes arising from or in connection with the Service Agreement shall be resolved through amicable negotiations. If unresolved, disputes shall be submitted to the competent court in [Your City], the Netherlands.

11. Miscellaneous

11.1 Amendments to these Terms and Conditions or the Service Agreement must be in writing and signed by both parties.

11.2 If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

11.3 The failure of either party to enforce any right or provision shall not constitute a waiver of such right or provision.

By engaging the Services of Heimdallr Professional Services BV, the Client acknowledges and agrees to these Terms and Conditions.

*For any questions or clarifications, please contact:

Heimdallr Professional Services BV

Papendorpseweg 97

3528 BJ Utrecht

info@heimdallr.nl

+31 30 202 4799