



General Terms & Conditions

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Chapter 1 - General Provisions

1. Definitions

In these general terms and conditions, the following terms are defined as:

- Optimeister (we-form): the company defined in article 2 of these general terms and conditions, as well as its affiliated companies;
- Counterparty (you-form): the party who, by signing an Agreement or otherwise, has accepted the validity of these general terms and conditions;
- Third Party/Parties: persons not involved in the Agreement;
- Agreement: any arrangement between Optimeister and Counterparty for the provision of Services by Optimeister to Counterparty;
- Statement of Work (SoW): a document specifying the scope, deliverables, methodology, planning, pricing, and conditions for a specific project or phase under the Agreement;
- Written: communication by email, WhatsApp, mail, or physical document;
- Services: The design, development, implementation, and support of custom operational systems and digital solutions to streamline and automate business processes. The specific scope, methodology, and deliverables are defined in the applicable Statement of Work or Service Level Agreement;
- Sprints: Time-bound development periods in which Optimeister delivers working features. Sprint scope, duration, acceptance criteria, and pricing are defined in the applicable Statement of Work;
- Support: The ongoing service aimed at maintaining, monitoring, and improving the delivered solution. The scope, response times, and conditions of Support are defined in the applicable Service Level Agreement;
- Service Level Agreement (SLA): the Agreement between Optimeister and Counterparty that establishes specific arrangements regarding Support;

2. Identity of Optimeister B.V.

- Company name: Optimeister B.V.
- Street and number: Kerkenbos 1053 N
- Postal code and city: 6546 BB Nijmegen
- Country: Netherlands
- Phone number: 024 202 21 41
- Chamber of Commerce number: 88285219

3. General Provisions

1. These general terms and conditions apply to every offer and all (legal) actions of Optimeister and to every Agreement established between you and us.
2. Unless explicitly agreed otherwise in Writing, the applicability of other (general) terms and conditions is excluded.
3. Deviations from or additions to these general terms and conditions can only be agreed upon in Writing.



4. If we do not always demand strict compliance with these terms and conditions, this does not mean that their provisions are not applicable, or that we would lose the right to any extent to hold you to the text of these general terms and conditions in other cases. Nothing in this article prevents the Parties from agreeing in Writing to any deviation from or amendment to these general terms and conditions.
5. If and insofar as, on the grounds of reasonableness and fairness or unreasonably onerous character, any provision of these general terms and conditions cannot be invoked, then these provisions shall be given a meaning that corresponds as closely as possible to their content and purpose, so that we can still invoke this provision.
6. We cannot guarantee that our work will always achieve the result you desire. The Agreement we accept therefore leads to a best-efforts obligation and not to an obligation to achieve a specific result. Where specific deliverables are explicitly defined and quantified in the applicable Statement of Work, we undertake an obligation of result to deliver such deliverables in compliance with the agreed specifications and acceptance criteria.
7. We are entitled to engage subcontractors for the execution of the Agreement. We remain responsible for the performance of such subcontractors as if performed by ourselves. This responsibility does not extend to independent third-party software providers or platforms whose services are governed by their own terms and conditions. We will inform the Counterparty in advance and in Writing if and when we intend to use such third-party providers or platforms.
8. These general terms and conditions also apply to future, additional and/or follow-up Agreements, unless we make other arrangements about this in Writing.
9. The application of Article 7:404 and 7:407 paragraph 2 of the Dutch Civil Code is excluded.
10. Our Agreements may also be subject to an SLA to be concluded between us. If there are contradictions between the content of the Agreement, the SLA, and these general terms and conditions, the following order of precedence applies:
 - a. What is stipulated in the SLA;
 - b. What is stipulated in the Statement of Work;
 - c. What is stipulated in these general terms and conditions.

4. The Offer

1. Unless explicitly stated otherwise in the offer, an offer is valid for 30 days.
2. Our quotations are non-binding, unless agreed otherwise in Writing.
3. You are responsible for the accuracy and completeness of the information provided by you or on your behalf to us on which we base the quotation. If you make a mistake, withhold information, or overlook something, this will be at your own expense and risk. If Optimeister identifies clear and manifest inconsistencies or obvious errors in the information provided, it will notify Counterparty without undue delay.
4. Our offer contains a complete and accurate description of the Services offered. The description is sufficiently detailed to enable you to make a proper assessment of the offer. Apparent mistakes or obvious errors regarding, for example, displayed amounts are not binding on us.
5. Agreements and Statements of Work are confirmed by both Parties in Writing before work commences.
6. Verbal agreements and stipulations are only binding on either Party after confirmed in Writing by the other Party.

5. Execution of the Agreement

1. The Agreement between us is established when you accept our offer and comply with any conditions set therein.
2. If any provision of these general terms and conditions or an Agreement proves to be void or is nullified, this shall not affect the validity of the entire general terms and conditions or Agreement. We will then enter into consultation to agree upon a new provision to replace the void or nullified provision, taking into account as much as possible the purpose and intent of this void or nullified provision.



3. We reserve the right to refuse execution of a concluded Agreement, for example because we have justified doubt or information that you will not (be able to) meet your (financial) obligations. If we refuse to begin executing the Agreement, we will inform you of the refusal within a reasonable time after concluding the Agreement.
4. If it has been agreed that Services will be executed in phases, we are entitled to postpone the start of the next phase until you have approved the results of the preceding phase in Writing.
5. We will keep you informed of the progress of the work as far as necessary.
6. You will do everything that is reasonably necessary or desirable to enable timely and proper delivery by us, such as timely provision of complete, sound, and clear data or materials. If you do not meet these obligations and this delay materially affects the execution of the Agreement, we have at least the right to suspend the execution of the Agreement, and any agreed timelines shall be extended by the duration of the delay. We also have the right to charge the resulting costs according to our usual rates, subject to prior Written notification.
7. A deadline specified by us is indicative unless explicitly agreed in Writing as binding. Optimeister will use best efforts to meet agreed timelines. If Optimeister reasonably expects that a deadline cannot be met, it will inform Counterparty without undue delay, including the reason and proposed mitigation.
8. Unless agreed otherwise, the Agreement does not include: our investigation (or having others investigate) into the existence or creation of rights, including patent rights, trademark rights, design or model rights, copyrights, or portrait rights of third parties.
9. By entering into the Agreement, you agree that we have the right to use your company name and logo as a reference, such as on our website or in other marketing materials. If you do not agree with this, you can notify us in Writing.

6. Counterparty Obligations

1. Counterparty shall provide all reasonably necessary data, information and cooperation required and relevant for the proper execution of the Agreement within the agreed timelines.
2. If required data or cooperation is not provided within the agreed timelines and this delay materially affects the execution of the Agreement, Optimeister may suspend the performance and/or propose adjustments to timelines and costs, provided that Counterparty is informed in advance where reasonably possible.
3. Counterparty shall inform Optimeister without undue delay of any material matter that is reasonably likely to affect the execution of the Agreement.
4. Each Party remains responsible for the use and safeguarding of any access credentials under its control, unless misuse is the result of intentional misconduct or gross negligence of the other Party.

7. Feedback and Acceptance

1. Unless otherwise agreed in the applicable Statement of Work, the acceptance period begins when Optimeister notifies the Counterparty in Writing that the delivered work is available for review, for example following a Sprint review or delivery notification.
2. Counterparty may provide Written feedback within the acceptance period specified in the applicable Statement of Work. If no acceptance period has been agreed, the default acceptance period is 5 (five) working days.
3. A blocking issue is a defect that prevents core functionality from being used as agreed. If a blocking issue is reported within the acceptance period, the acceptance period is suspended until Optimeister has resolved the issue or provided a reasonable workaround.
4. Minor issues are cosmetic or low-impact limitations that do not materially affect core functionality. Minor issues do not suspend acceptance and may be addressed in a subsequent Sprint or development cycle.
5. Optimeister will send a Written reminder to Counterparty at least 2 (two) working days before the acceptance period expires.



6. If Counterparty does not provide feedback within the applicable acceptance period, the delivered work shall be deemed accepted.
7. Payment obligations are not suspended by minor issues.
8. Each Sprint or delivery is accepted individually. New feedback or issues from subsequent phases do not affect the acceptance status of previously accepted work.

8. Intellectual Property Rights

1. Intellectual property rights in custom-developed deliverables created specifically for Counterparty under the Agreement shall transfer to Counterparty upon full payment. In case Counterparty legitimately protests an invoice in good faith, the transfer of intellectual property rights shall nevertheless take effect upon payment of the undisputed portion of the invoice, without prejudice to either Party's rights regarding the disputed amount.
2. Both Parties retain ownership of pre-existing intellectual property, including methodologies, templates, generic components, know-how, and reusable elements ("Background IP"). To the extent such Background IP is incorporated into the deliverables, Counterparty receives a perpetual, non-exclusive, royalty-free license to use it as part of the delivered solution.
3. Unless expressly permitted in Writing, Counterparty may not reproduce, distribute or make available any information or materials provided by Optimeister except to the extent necessary for the proper use of the deliverables or as implied by the nature and purpose of the Agreement.
4. Optimeister shall indemnify and hold harmless Counterparty from and against third-party claims alleging that the custom-developed deliverables infringe intellectual property rights, subject to the limitation of liability in Article 9. Counterparty shall indemnify and hold harmless Optimeister from and against claims arising from materials, content, data or instructions provided by Counterparty, subject to the limitation of liability in Article 9.
5. We have the right to use the general knowledge gained during the execution of your Agreement for other Agreements and purposes, provided that no confidential information about you is used or disclosed.

9. Liability

1. Each Party's total aggregate liability under or in connection with an Agreement shall be limited to 100% of the total fees paid or payable under the specific Statement of Work or, if no Statement of Work applies, the specific Agreement giving rise to the claim, measured over the 12 (twelve) months preceding the event causing the damage.
2. Liability for indirect or consequential damages, including loss of profit, loss of revenue, business interruption, loss of data, or reputational damage, is excluded.
3. The limitations of liability do not apply in cases of intentional misconduct, gross negligence, death or personal injury, or breaches of Article 19 (Confidentiality).
4. Claims must be submitted in Writing within 2 (two) years after the damage became known or reasonably should have become known.
5. Neither Party is liable for damage of any nature caused by reliance on incorrect, incomplete, or late data that the other Party provided.
6. If either Party is nevertheless liable for direct damage, then direct damage under these general terms and conditions is defined as:
 - a. The reasonable costs the other Party would need to incur to make the performance of the liable Party conform to the Agreement; this replacement damage will not be compensated when the Agreement is terminated by or at the request of the claiming Party;
 - b. The reasonable costs the other Party would have incurred for necessarily keeping the old system or systems and related facilities operational longer, because the liable Party was unable to deliver by an explicitly and mutually agreed upon binding deadline in Writing;
 - c. The reasonable costs incurred by the other Party to determine the cause and extent of the damage;



- d. The reasonable costs incurred by the other Party to prevent and/or limit damage, insofar as the claiming Party can demonstrate that these costs actually resulted in prevention or limitation of damage.
7. Counterparty shall be responsible for the accuracy and lawfulness of materials, data, and instructions provided by it, to the extent used by Optimeister in accordance with the Agreement, and shall indemnify Optimeister against third-party claims arising directly from such materials, data, or instructions, subject to the limitations of liability set out in this article.

10. Fees and Costs

1. All our amounts are in euros and exclusive of VAT and other government levies, unless agreed otherwise in Writing.
2. Prices may be adjusted annually in accordance with the Dutch Consumer Price Index (CPI), based on the most recent CPI published by Statistics Netherlands (CBS), compared to the same index in the previous year. Any such adjustment shall be notified in Writing at least 30 days in advance.
3. A composite price quote never obliges us to perform part of the Agreement for a proportional amount of the quoted price.
4. In addition to the agreed fee, costs we incur for the execution of the Agreement, such as travel and accommodation expenses and Third Party costs for advice or production, are eligible for reimbursement. Such costs require prior Written approval from Counterparty and will be specified in advance whenever possible.
5. For overtime work performed by us on your behalf outside normal office hours, you may owe us overtime compensation. Such overtime requires prior Written approval from Counterparty.

11. Sprints

1. Prior to each Sprint, we will jointly establish the objectives for the respective Sprint as well as the costs, either in the applicable Statement of Work or through Written confirmation.
2. Unless otherwise agreed, a Sprint has a standard duration of two (2) weeks.
3. Optimeister offers different types of Sprints, with corresponding prices that vary based on the nature and scope of the work.
4. As a basic principle, Parties will hold regular discussions about the progress of work during Sprints. We will both make at least 1 (one) contact person available for consultation. We both endeavor to respond to questions from the other Party within 24 (twenty-four) hours on working days.
5. Changes in the scope of the Sprint may lead to adjustments in costs and/or timing. If a change is proposed, we will agree to this in Writing before the change is implemented.
6. Unless otherwise agreed, Sprints will be invoiced at the end of the Sprint, whereby the payment terms of Article 15 apply.

12. Support

1. Support is entered into for the duration specified in the applicable Service Level Agreement and cannot be modified during this period, unless agreed otherwise.
2. The agreements regarding Support, such as service tiers, response times, and availability, are established in the Service Level Agreement.

13. Third-Party Software

1. If and to the extent that we make (parts of) Third-Party software available to you, the applicable terms and conditions of those Third Parties shall apply to such software.



2. Optimeister will provide an overview of open-source components upon request. Optimeister will not knowingly incorporate open-source software that would require Counterparty to disclose proprietary source code or internally developed components as a result of using the deliverables.
3. Optimeister will inform Counterparty of relevant third-party software components used in the solution beforehand in Writing.

14. Additional Work

1. When we are required to perform more or different work than what we agreed upon when entering into the Agreement, these activities will be compensated separately, based on our usual fee rates. In such cases, we refer to this as additional work.
2. If there is additional work or a reasonable expectation thereof, we will consult with you about this in a timely manner. You will always be informed in advance about the financial consequences. Additional work will only be executed after Written approval from Counterparty.
3. You accept that these activities or performances (the additional work) may affect the agreed objectives and expectations.

15. Payment and Invoicing

1. Invoices are payable within 30 (thirty) days after the invoice date, unless otherwise agreed in the applicable Statement of Work or Service Level Agreement.
2. If there is an error in the payment details we provided, you have the obligation to notify us of this as soon as possible.
3. In the event of late payment, Optimeister shall send a Written reminder. Counterparty shall then have 14 (fourteen) days to settle the outstanding amount. If payment is not received within this period, Optimeister reserves the right to refer the claim to a collection agency.
4. When you are in default with the full or partial payment of the amounts due, you will owe statutory (commercial) interest and extrajudicial collection costs. This default occurs 7 (seven) days after you have been notified of the payment obligation if you still have not met the payment obligations after the expiry of this seven-day period.
5. In the case of non-payment or late payments, we have the right to suspend our work and other obligations until payments are made by you.
6. In the case of (reasonable prospect of) bankruptcy, liquidation or suspension of payment or debt restructuring under the WSNP, our claims against you and your obligations to us become immediately due and payable.
7. We ensure timely invoicing. In consultation with you, we may charge the agreed fee and costs as an advance payment, interim payment, or periodically.
8. All items delivered to you remain our property until you have fully paid all amounts owed to us under the Agreement concluded between us.
9. Your right of set-off is limited to undisputed and finally determined counterclaims. Your right of suspension is excluded.
10. The payment(s) made by you are primarily for interest due and costs that we have to claim from you. If there are none, then the payment applies secondarily to the due invoices that have been outstanding the longest, unless you specify otherwise in Writing at the time of payment.

16. Termination and Dissolution of the Agreement

1. Either Party may terminate the Agreement in case of a material breach, provided that the breaching Party has been given Written notice and, where the breach is capable of remedy, a 30 (thirty) day cure period and has failed to remedy the breach within that period. If the breach is not capable of remedy, termination may occur immediately.
2. Either Party may terminate the Agreement with immediate effect if the other Party becomes insolvent, is unable to pay its debts as they fall due, or becomes subject to bankruptcy,



liquidation, receivership, or similar proceedings (including involuntary proceedings not dismissed within sixty (60) days).

3. Either Party may terminate the Agreement for convenience by providing at least 30 (thirty) days' prior Written notice. In such case, Counterparty shall pay for all Services delivered up to the effective date of termination, including any Sprint in which material work has been performed. Any fees prepaid for Services not yet commenced shall be refunded within 30 (thirty) days.
4. Agreements are entered into for the term specified in the applicable Agreement or Statement of Work.
5. Upon termination or expiration of the Agreement for any reason:
 - a. Counterparty shall pay all outstanding invoices and fees for Services delivered up to the effective date of termination;
 - b. Optimeister shall deliver to Counterparty all completed and accepted deliverables and work-in-progress to the extent paid for;
 - c. Each Party shall return or destroy the other Party's confidential information within 30 (thirty) days, subject to any legal retention obligations;
 - d. Optimeister shall, upon Written request, provide reasonable transition assistance for a period of up to 90 (ninety) days at its then-current rates.

17. Force Majeure

1. In addition to what follows from Article 6:75 of the Dutch Civil Code, a failure on our part to fulfill obligations towards you cannot be attributed to us in case of force majeure circumstances. These circumstances include (but are not limited to) failures of suppliers or other Third Parties, power outages, hacks, pandemics, government measures, and equipment malfunctions used in the execution of the Agreement.
2. If a situation as referred to in paragraph 1 of this article occurs as a result of which we cannot meet our obligations towards you, those obligations will be suspended as long as we cannot meet these obligations. If the situation referred to in the previous sentence has lasted 30 (thirty) calendar days, we both have the right to dissolve the Agreement in Writing in whole or in part. In that case, we are not obliged to compensate for any damage, even if we derive any benefit from the force majeure situation.
3. If the Agreement ends due to force majeure, we are entitled to payment for the hours already worked, investments made, or costs incurred at the time of termination of the Agreement. We shall deliver all completed and accepted work and work-in-progress to the extent paid for.

18. Warranty

1. We guarantee that our Services comply with the Agreement and meet the legal provisions and government regulations applicable at the time of concluding the Agreement.
2. This warranty becomes void if:
 - a. You modify the delivered product or have a Third Party do so without our prior Written consent;
 - b. You have exposed the delivered product to abnormal conditions, have not followed the user instructions, or have handled the delivered product carelessly in any other way;
 - c. You modify the software or hardware environment on which our Services are delivered without prior consultation with Optimeister;
 - d. The deficiency is wholly or partially the result of regulations that the government has imposed or will impose regarding the nature or quality of materials.

19. Confidentiality

1. Each Party is obligated to maintain the confidentiality of all confidential information received from the other Party in the context of the Agreement. Information is considered confidential if it is



designated as such by the disclosing Party or if its confidential nature reasonably follows from the nature of the information.

2. Confidential information may only be disclosed to employees, subcontractors, or advisors who have a need to know for the purposes of the Agreement and who are bound by equivalent confidentiality obligations.
3. The confidentiality obligation does not apply to information that: (a) is or becomes publicly available through no fault of the receiving Party; (b) was already known to the receiving Party prior to disclosure; (c) is independently developed without use of confidential information; (d) is received from a third party not bound by confidentiality obligations; or (e) is required to be disclosed by law or court order, provided that the disclosing Party is notified in advance where legally permissible.
4. If either Party violates this article, the injured Party may claim actual and demonstrable damages in accordance with Article 9.

20. Employee Clause

1. For a period of one (1) year after termination of the Agreement, neither Party shall hire, engage, or otherwise employ (directly or indirectly) any employee of the other Party who was involved in the execution of the Agreement, nor shall either Party solicit or approach such employees for that purpose, unless the other Party has given its prior Written consent.
2. In case of breach of paragraph 1, the breaching Party shall owe the other Party a immediately payable amount of €25,000 (twenty-five thousand euros) per breach as a minimum compensation, without prejudice to the non-breaching Party's right to claim additional damages subject to Article 9.

21. Assignment

1. The rights and obligations from our Agreement cannot be transferred by either Party to a Third Party, unless agreed otherwise in Writing. This provision has so-called property law effect.

22. Retention of Title

1. When we deliver something to you, the delivered item remains our property until the full invoice (including claims related to penalties, interest, and costs as referred to in Article 3:92 of the Dutch Civil Code) has been paid. In case Counterparty legitimately protests an invoice in good faith, the transfer of property shall nevertheless take effect upon payment of the undisputed portion of the invoice, without prejudice to either Party's rights regarding the disputed amount.
2. Should it occur that payment remains consistently unpaid, we may reclaim the delivered item. You must give us, or a Third Party designated by us, every opportunity to do so.

23. Management

1. We reserve the right to modify both our technical and non-technical facilities of the tools we use and solutions we have created. This explicitly does not apply to Third Party tools which we have implemented for you. We will notify you in Writing at least 14 (fourteen) days in advance of planned changes that may materially affect the use of the delivered solution.
2. We assess whether maintenance is needed, if there is a malfunction and/or delay. When this occurs, we may temporarily suspend the Service or remove part of the Service to resolve the issues. We will inform you as soon as reasonably possible.
3. You are responsible for the use of the given usage and access rights. You will behave as a responsible and careful user, as may be expected with a comparable Service. When we provide instructions regarding the use of the Service, you must always follow them.
4. If we also provide Support services to you, we will agree on further arrangements regarding management in a Service Level Agreement.



24. Applicable Law

1. Dutch law exclusively applies to our Agreement and these general terms and conditions.
2. In the event of a dispute, the Parties will first use reasonable efforts to resolve the matter amicably. If no resolution can be reached within 30 (thirty) days, the competent court in the district where Optimeister is established shall have jurisdiction.

25. Survival

1. The provisions from the general terms and conditions and the Agreement that are intended to remain valid after the end of the Agreement will continue to apply after the termination of the Agreement. This includes, but is not limited to, the provisions regarding Intellectual Property Rights, Liability, Confidentiality, and the Employee Clause.

26. Amendment or Addition

1. Any amendment to the Agreement or these general terms and conditions requires mutual Written agreement.



Chapter 2 - Data Processing Terms

27. Personal Data Processing

1. Should we be designated as a processor as defined in Article 4(8) of the General Data Protection Regulation (GDPR), then Articles 27 through 33 of these general terms and conditions qualify as agreements that must be made in accordance with Article 28(3) of the GDPR.
2. We will process personal data on your behalf. We process the following personal data of your customers, including but not limited to: name, address, place of residence, telephone number, email address, IP address, and title.
3. The personal data never becomes our property. Data that you provide for the above purpose remains your property.

28. Processing Implementation

1. We only process personal data that is processed within the framework of the offered Services under the conditions set forth in these general terms and conditions. We are expressly not responsible for other processing of personal data, including the collection of personal data by you and/or Third Parties, unless this Third Party has been appointed by us.
2. Unless we have received your explicit prior Written consent, we will not process personal data in countries outside the European Economic Area ('EEA'). Any transfer of personal data to countries outside the EEA shall only take place where appropriate safeguards are in place in accordance with applicable data protection legislation, including but not limited to Standard Contractual Clauses or an adequacy decision. We will notify you in Writing of all planned transfers of personal data to a country outside the EEA and will only execute the transfer(s) after your Written consent.
3. We will keep your personal data separate from the personal data that you process for yourself or on behalf of Third Parties.
4. We will process the personal data properly and carefully and in accordance with our obligations under privacy legislation, including European Regulations and the GDPR.
5. We will maintain a list of sub-processors engaged in the processing of personal data and make this list available upon request. We will notify you in Writing at least 14 (fourteen) days before engaging a new sub-processor.

29. Security

1. In accordance with Article 32 GDPR, we will take all appropriate technical and organizational measures to secure personal data against loss or any form of unlawful processing. These measures will, taking into account the associated costs and state of technology, be commensurate with the nature of the personal data to be processed.
2. We strive to prevent, detect and, where appropriate, take action against security breaches relating to personal data.

30. Notification Obligation

1. In the event of a security breach and/or data breach as defined in the Data Breach Notification Law, we will inform you about this without undue delay and in any event within 48 (forty-eight) hours of becoming aware of the breach.
2. The notification obligation includes at least reporting the fact that there has been a breach or incident, the (presumed) cause of the breach or incident, the currently known and/or expected consequence, and the (proposed) solution.
3. You will, if deemed necessary in your opinion, inform data subjects and other Third Parties, including the Data Protection Authority, about a data breach or other incidents.



4. We are not permitted to directly provide information about a data breach or other incidents to data subjects or other Third Parties, unless we are legally obligated to do so or you have given permission.

31. Rights of Data Subjects

1. We provide cooperation to you after approval from, and on behalf of you:
 - a. To provide data subjects access to their personal data;
 - b. To delete or correct personal data of data subjects;
 - c. To demonstrate that personal data has been deleted or corrected if they are incorrect (or if there is discussion about the correctness of personal data).
2. We provide, as far as reasonably possible, cooperation with your obligations under the GDPR or other applicable legislation regarding the processing of personal data. The responsibility for compliance with these obligations rests fully and exclusively with you. The costs associated with this cooperation are not included in the agreed prices and fees and are entirely at your expense.

32. Data Return and Deletion

1. Upon termination or expiration of the Agreement, and upon Written request from Counterparty, Optimeister shall within 30 (thirty) days return all personal data to Counterparty in a commonly used, machine-readable format, or delete it, at the Counterparty's choice.
2. After return or deletion, Optimeister shall confirm in Writing that no copies of the personal data are retained, except to the extent required by applicable law.

33. Inspection

1. We allow you to inspect our compliance with security measures or, at your request, have our processing facilities inspected by a mutually agreed independent inspection body, with reasonable advance notice and no more than once per year.
2. You will pay all costs, fees, and expenses related to the inspection, including reasonable internal costs incurred by us.
3. You will provide us with a copy of the inspection report.