

# GENERAL TERMS AND CONDITIONS - UNIFY IT

Version: January 2026

## ARTICLE 1. DEFINITIONS

1. **Unify IT:** The user of these general terms and conditions, established at Obrechtrode 84, 2717 DE Zoetermeer, Chamber of Commerce no. 61155314.
2. **Client:** The (business) party entering into an agreement with Unify IT.
3. **Service:** The services to be provided by Unify IT, including consultancy, audits, scans, and subscription services.

## ARTICLE 2. APPLICABILITY

1. These terms apply to all quotations, offers, activities, and agreements of Unify IT.
2. The applicability of any purchase conditions of the Client is expressly rejected.

## ARTICLE 3. OFFERS AND QUOTATIONS

1. All offers from Unify IT are without obligation and valid for 14 days, unless stated otherwise.
2. Prices are in Euros and exclusive of VAT and other government levies.

## ARTICLE 4. DURATION AND TERMINATION (SUBSCRIPTIONS)

1. If the agreement relates to the periodic subscription service (Managed Services/Governance), the following applies: a. The agreement is entered into for an Initial Term. This Initial Term consists of the execution of the "Deep Dive Scan" followed by a mandatory fixed period of six (6) months. b. The agreement cannot be terminated prematurely during this Initial Term.
2. After the Initial Term has expired, the agreement is automatically converted into an agreement for an indefinite period.
3. After conversion to an indefinite period, the agreement may be cancelled monthly, observing a notice period of one (1) month towards the end of the calendar month.

## ARTICLE 5. EXECUTION, SUBCONTRACTING AND CONTINUITY

1. Unify IT will execute the agreement to the best of its knowledge and ability (best-efforts obligation) and is never bound by an obligation of result.

2. Unify IT is always entitled to engage third parties for the fulfillment of the agreement (sub-contracting). The applicability of articles 7:404, 7:407 paragraph 2, and 7:409 of the Dutch Civil Code is expressly excluded.
3. Continuity and Absence: In the event of long-term absence of the executing person at Unify IT (e.g., due to holidays exceeding 2 weeks or illness), Unify IT will ensure the continuity of periodic subscription services by either: a. Engaging a qualitatively equivalent replacement, or; b. Rescheduling the periodic activities to an adjacent period in consultation with the Client.

## **ARTICLE 6. DUTY OF COOPERATION AND ACCESS (PENALTY CLAUSE)**

1. The Client shall ensure that all data and access rights (such as Service Principals, accounts, or Lighthouse connections) necessary for the execution of the service are provided to Unify IT in a timely manner.
2. Deadline: Specifically for audit and scan services, full and functional access to the relevant Azure environment must be arranged and verified no later than five (5) working days prior to the scheduled start date of the activities.
3. If the necessary access has not been arranged fully and functionally by the deadline, Unify IT is entitled to immediately suspend and reschedule the planned activities. Since Unify IT operates based on reserved time slots and fixed prices, the Client shall owe an immediately due fee of 15% of the agreed total price of the relevant service or product for each such occurrence. This amount serves to cover rescheduling costs and reserved capacity.

## **ARTICLE 7. PAYMENT AND COLLECTION COSTS**

1. Payment must be made within 14 days after the invoice date.
2. If the Client fails to pay on time, they are legally in default. In the event of late payment, Unify IT is compelled to charge the following costs: a. Statutory Commercial Interest: From the due date, the Client owes interest of 8% per year (or the statutory commercial interest if higher) on the outstanding amount. b. Extrajudicial Collection Costs: Collection costs are calculated in accordance with the Dutch Civil Code (Book 6, Article 96, Paragraph 4). The amount is determined as follows:
  - On the first € 2,500: 15% (minimum € 40)
  - On the next € 2,500: 10%
  - On the next € 5,000: 5%
  - On the next € 190,000: 1%
  - On the remainder: 0.5% (maximum € 6,775)
3. These costs will be charged in a separate invoice, together with the total interest due.

## **ARTICLE 8. INTELLECTUAL PROPERTY AND REPORTS**

1. All intellectual property rights regarding the methodologies, templates, and scans used by Unify IT remain with Unify IT.
2. The Client acquires only the non-exclusive and non-transferable right to use the reports specifically drafted for them for their own internal use. The Client is not permitted to reuse Unify IT's reporting templates for commercial purposes or resell them.
3. The Client is explicitly prohibited from making changes to the delivered reports, or from extracting and distributing parts thereof in isolation from their context ('cherry picking'). Unify IT is not liable for damages or incorrect decision-making resulting from the use of modified or incomplete versions of the reports.

## **ARTICLE 9. LIABILITY**

1. Unify IT is only liable for direct damages resulting from intent or gross negligence.
2. Unify IT is never liable for indirect damages, including consequential loss, lost profit, and business stagnation.
3. Liability is limited to the amount paid out by the insurer, or maximally the invoice amount of the relevant assignment (or for subscriptions: the invoice value of the last 6 months).

## **ARTICLE 10. OTHER PROVISIONS**

1. Changes to Environment: Subscription prices are based on the Azure environment size at the time of the Deep Dive. Unify IT reserves the right to revise the price in case of significant infrastructure changes.
2. Privacy: If Unify IT processes personal data for the Client, parties will conclude a Data Processing Agreement (DPA) in accordance with GDPR.
3. Dutch law is exclusively applicable.