



General Terms & Conditions

FinOps-as-a-Service

Version date: 01-01-2025

1. Parties & Applicability

a) The following terms as used in these General Terms and Conditions will have the following meanings:

- QUILYX: QUILYX CCM B.V., legal representative of the FinOps and Cloud Control services of the Quilyx group of companies, with its head office at Rijnzathe 12, 3454PV, Utrecht (De Meern), the Netherlands and/or its subcontractors involved in providing services to the Contracting Party

- Contracting Party: QUILYX's contracting party (natural person or legal entity) or the party to which QUILYX has directed its quotation.

b) These General Terms and Conditions will apply to all quotations issued by, and agreements entered into with, QUILYX for the sale by QUILYX of items or the provision by QUILYX of services, to the extent not agreed otherwise in writing. By signing the offer sheet, as well as by using online services, the Contracting Party accepts these General Terms and Conditions, even if the Contracting Party's own conditions provide otherwise. Any applicability of general terms and conditions or purchasing conditions of the Contracting Party is expressly rejected.

c) Any amendments to the agreement and derogations from these General Terms & Conditions will be valid only if agreed in writing between the Contracting Party and QUILYX.

d) Acceptance by QUILYX of the Contracting Party's offer will also be deemed to constitute an express rejection of the Contracting Party's general terms and conditions.

e) For purposes of the General Data Protection Regulation (GDPR), the Contracting Party will also enter into a Data Processing Agreement with QUILYX CCM. In the event of conflict between any provisions of such Data Processing Agreement and these General Terms

and Conditions, (subject to the purpose and purport of the GDPR), the provisions of the Data Processing Agreement will prevail.

2. Prices & Price Adjustments

a) All prices will be in Euro (EUR). All prices will be exclusive of VAT, unless stated otherwise in the offer or the agreement.

b) QUILYX will be entitled to adjust the rates effective January 1st of each calendar year, unless the contract is still in its first year of operation. The adjustment of rates will be communicated in advance and the Contracting Party expressly agrees to these adjustments to the extent they do not exceed the Statistics Netherlands Consumer Price Index (2015 = 100) for the month of July of the preceding year.

c) Any additional services may be purchased at the then-current rates.

d) In the event of a change to an assignment accepted by QUILYX and implemented at the request of the Contracting Party, QUILYX will be entitled to pass on the additional costs as a result of such change to the Contracting Party.

e) In the event of suspension or delay of the implementation or optimization activities at the request of the Contracting Party, QUILYX will be entitled to pass on the additional costs as a result of such change to the Contracting Party.

f) Any unclear, extra labor-intensive text, faulty information carriers, computer software or data files, unsound method of supply of the items to be supplied by the Contracting Party, which require QUILYX to perform more work and/or incur more costs than reasonably foreseeable at the time of entering into the agreement, will constitute grounds for an increase of the agreed price.

3. Performance of the assignment, taking delivery, delivery period, risk

a) The Contracting Party will be required to lend its full assistance in the performance of the agreement.

b) Performance of an assignment will take place within the normal, applicable working hours. If an assignment



must be accelerated, overtime and/or any additional costs incurred may be charged.

c) All delivery periods or delivery dates stated in the offer, quotation, or the agreement ensuing from same, by QUILYX will be indicative only and, thus, subject to contract, unless the parties have expressly agreed in writing that the delivery period or delivery date is a firm deadline.

d) Any agreed delivery period will not commence for QUILYX until all information to be provided by the Contracting Party has been received by QUILYX and, if an advance payment has been agreed, such advance payment has been received by QUILYX.

e) In the event of late delivery by QUILYX, the Contracting Party will not be entitled simply to dissolve the agreement or delay or refuse to make payment, unless such late delivery is due to willful misconduct or gross negligence on the part of QUILYX.

f) The following circumstances will suspend installation / configuration: (a) the Contracting Party's failure, or failure punctually, to supply necessary information and/or to perform any payment obligation, and (b) any and all situations of force majeure.

4. Obligations of the Contracting Party

a) Without the written consent of QUILYX, the Contracting Party will not be entitled to dispose of, encumber or otherwise bring QUILYX's software under the control of any third parties. In the event of the Contracting Party's violation of the foregoing prohibition, the Contracting Party will forfeit to QUILYX an immediately payable, non-recurring penalty in the amount of EUR 25,000, to be increased by the sum of EUR 2,000 per day for as long as the violation continues, without prejudice to QUILYX's right to claim compensation of the actual damage suffered.

b) The Contracting Party will be required to lend its assistance in all such reasonable measures as QUILYX may wish to implement to protect its rights in the software.

c) If QUILYX has any assets or data of the Contracting Party in its possession, it will be entitled to retain these

until such time as all costs incurred by QUILYX in the performance of any assignments from the Contracting Party, whether relating to the aforementioned or to any other items of the Contracting Party, have been paid in full, unless the Contracting Party has provided adequate security in respect of those costs. QUILYX will have the same right of retention if the Contracting Party is declared bankrupt or has filed an application for bankruptcy or a moratorium on payment of its debts.

5. Warranty, quality, discrepancies

a) QUILYX warrants the soundness of the items and services provided by it in terms of conformity to the relevant specifications stated by QUILYX, minor discrepancies being permitted. In no event will QUILYX be liable for any printing, clerical and/or counting errors and/or ambiguities in any offers, quotations, pricelists and/or order confirmations, or for the consequences thereof. In the event of a difference in interpretation of offers, quotations, pricelists and/or order confirmations, QUILYX's interpretation will be accepted as binding.

b) The Contracting Party will at all times be responsible for the correctness and/or completeness of the information carriers, computer software and/or data files supplied.

c) Any software used by QUILYX to perform the services, either its own or through a third party is provided "AS IS" and on an "AS AVAILABLE" basis. QUILYX does not warrant that this software will be provided without interruption or be completely error free.

d) The warranty will expire if: (a) the maintenance- or subscription costs are not punctually paid, (b) the Contracting Party gives notice of termination of the maintenance of software, (c) the software is used in combination with incorrect or defective hardware, or if hardware is used in combination with inappropriate software.

6. Time limits for lodging a complaint

a) The Contracting Party will promptly, but within no more than 30 days of discovery or establishment, notify QUILYX of any inadequacy or defect in QUILYX's performance of the agreement, failing which QUILYX's liability in that respect will expire.



b) Any liability on QUILYX's part will in any event expire upon erasure by QUILYX of the personal data held by it for purposes of the agreement, after expiry of a period of 30 days following termination of that agreement, or transfer thereof to the Contracting Party.

7. Payment, debt collection

a) All payments are to be made within 14 days of the date of the invoice by way of transfer to a bank account to be designated by QUILYX, without any deduction, discount or setoff.

b) Any payments made by the Contracting Party will at all times first go to reduce all interest and costs due, and subsequently any payable invoices which have been outstanding the longest, even if the Contracting Party states that the payment relates to a later invoice.

c) From the day following the day of expiry of the payment period, interest will be due by the Contracting Party, without any notice of default being required, on the (remaining) invoice amount, equal to the statutory interest on an annual basis, increased by 1% per month or part of a month, as well as all judicial and extrajudicial costs of debt collection and other costs relating to collection, the latter being set at no less than 15% of the relevant amount, subject to a minimum of EUR 750.

d) The provisions of the foregoing paragraph will apply without prejudice to QUILYX's right to suspend further performance of the agreement or, to the extent not yet performed, dissolution thereof by giving written notice, and without prejudice to its right to claim damages.

e) QUILYX may at all times require the Contracting Party to pay all or part of the agreed price in advance.

f) QUILYX may at all times require the Contracting Party to provide additional security.

8. Liability

a) Without prejudice to any provisions elsewhere in these General Terms and Conditions, QUILYX's liability will be limited to compensation of direct damage, up to the amount paid by the Contracting Party to QUILYX under the agreement for the past 12 months. QUILYX's total liability will at all times be limited to the amount

paid out under QUILYX's liability insurance (less the policy excess).

b) QUILYX disclaims any liability for indirect damage (including but not limited to lost turnover, lost profits, damage on the part of third parties involved in the assignment, and lost business opportunities).

c) QUILYX undertakes to retain the data made available by the Contracting Party with due care, but disclaims any liability for loss as a result of fire, theft or breakage, etc., to the extent not covered by the insurance.

d) QUILYX disclaims any liability for damage caused by incorrect use or performance of software.

e) Any advice is provided by QUILYX to the best of its knowledge and entirely in good faith, but it disclaims any liability for loss or damage as a direct or indirect result of the contents of its advice.

f) In the event of the Contracting Party's failure, or failure punctually, to supply information, QUILYX disclaims any liability for punctual and complete performance of the assignment, or for the consequences thereof for the Contracting Party.

9. Force majeure (non-attributable failure)

a) Neither QUILYX nor the Contracting Party will be liable to the other party in the event of force majeure (i.e. non-attributable failure).

b) In the event of permanent or temporary force majeure on QUILYX's part, the latter will be entitled to suspend all or part of the agreement without any entitlement arising on the Contracting Party's part to claim performance and/or damages.

c) During force majeure, QUILYX's delivery and other obligations will be suspended. If the period of force majeure has exceeded 6 months, either party may dissolve the agreement without any liability arising to pay damages.

d) If QUILYX has already partly performed, it will be entitled to payment of the costs of that performance as incurred by it up to the time of occurrence of the situation of force majeure.



10. Termination of the agreement

a) Without prejudice to QUILYX's other rights and the provisions elsewhere in these General Terms and Conditions, QUILYX may dissolve an agreement by giving written notice, without any notice of default being required, and promptly call in all its claims if (a) the Contracting Party has failed to perform any of its payment obligations, (b) the Contracting Party has made improper use of software provided by QUILYX, (c) the Contracting Party has applied for a moratorium on payment of its debts or its bankruptcy has been applied for, (d) the Contracting Party loses free control of all or part of its assets and/or income, (e) any part of the Contracting Party's assets or capital is attached, or (f) the Contracting Party sells or winds up its business, or there is a proposal for a merger or demerger. In such event, QUILYX will not be liable to pay damages to the Contracting Party.

b) No contract or any part thereof may be assigned to another legal entity without prior written consent by QUILYX.

c) Any agreement (maintenance or subscription) for services or software from QUILYX will be entered into for a period of one (1) year. After expiry of the period of one (1) year, the agreement will be automatically renewed for terms of one (1) year, unless punctually terminated by either party. The agreement may be terminated by either party by giving written notice by registered letter with effect from the end of the initial or any renewal term, subject to a notice period of 60 days.

11. Third-party performance

QUILYX will at all times be entitled to delegate performance of all or part of the order to third parties, in order to be able to perform its obligations under the agreement.

12. Intellectual Property Rights

a) The Contracting Party warrants vis-à-vis QUILYX that the performance of the agreement, and particularly the use or publication of the items supplied by the Contracting Party, such as designs, information carriers, computer software, systems and program descriptions, documentation and/or data files, and any other data

carriers, will not infringe any rights that third parties may assert pursuant to any national, supranational or international regulations in the field of copyright or industrial and intellectual property rights. The Contracting Party will indemnify QUILYX both in and out of court against any and all entitlements that third parties may assert pursuant to the aforementioned laws and regulations.

b) Any and all industrial or intellectual property rights, including but not limited to copyrights, in the licences, computer programmes, systems designs, working methods, advice, etc. originating from or used by QUILYX are and, for the duration of performance of the assignment and thereafter, will be the express and exclusive property of QUILYX, all irrespective of the share in the creation of the computer programmes, systems designs, working methods, advice, etc., of the Contracting Party itself or of any third parties engaged. The exercise of such rights - including disclosure or transfer of data - will be expressly and exclusively reserved to QUILYX, both during and after performance of the assignment.

c) The provision of software as part of the service will only give a non-transferable right to the non-exclusive use of the relevant software. QUILYX will own any and all other rights.

d) The provision of non-standard or customized software will only give a non-transferable right to the non-exclusive use of the software developed by QUILYX for purposes of the agreement. QUILYX will own any and all other rights. e. Within 7 days of termination of the agreement (in any way whatsoever) with QUILYX, the Contracting Party will be required to discontinue the use of any and all software, licences, documents and data carriers provided by QUILYX. The Contracting Party will not be permitted to make, retain or use any copies or otherwise of such data and/or give same, or the use thereof, to any third parties.

13. Applicable law and disputes

a) Any and all legal relationships governed by these General Terms and Conditions and all agreements ensuing from these will be governed exclusively by the laws of the Netherlands.



b) Any and all disputes that may arise between QUILYX and the Contracting Party will be decided by the competent court in the district where QUILYX has its registered office.