

General Terms and Conditions CloudtoShare

CloudtoShare B.V., High Tech Campus 5, 5656 AE Eindhoven, the Netherlands, Chamber of Commerce no. 88581306. In case of any discrepancy between the Dutch and English versions, the Dutch text prevails.

Article 1 – Definitions

In these terms:

- **CloudtoShare:** CloudtoShare B.V., having its registered office in Eindhoven, Chamber of Commerce no. 88581306.
- **Client:** the natural person acting in the course of a profession or business, or the legal entity, with whom CloudtoShare enters into an Agreement. CloudtoShare does not contract with consumers.
- **Agreement:** any arrangement between CloudtoShare and the Client, including a quotation, order form, order via the website or subscription, together with its related documents.
- **Services:** all work CloudtoShare performs for the Client, such as advice, consultancy, configuration, development, project management, managed services and support in the field of Salesforce, data and AI.
- **Results:** everything CloudtoShare creates in performing the Services, such as configurations, code, flows, designs, documentation and advice.
- **Day:** eight (8) hours of work. **Credit:** Days or hours prepaid by the Client.
- **End Customer:** the customer of the Client, where the Client purchases the Services for the benefit of a third party.
- **In writing:** on paper or by e-mail.

Article 2 – Applicability

2.1 These terms apply to all offers, quotations, orders and Agreements of CloudtoShare.

2.2 Deviations from these terms are only valid if agreed In writing. In case of conflict, the following order of precedence applies: (1) the Agreement or order form, (2) the data processing agreement, (3) these terms.

2.3 The Client's purchasing or other general terms and conditions do not apply and are expressly rejected.

2.4 Licences, software and cloud services of third parties, such as Salesforce, Microsoft or AI providers, are subject to the terms of those third parties. The Client obtains such licences itself, unless agreed otherwise In writing. CloudtoShare is not responsible for the availability, functioning or modification of third-party products.

2.5 If any provision of these terms is void or annulled, the remaining provisions remain in force. The parties will then replace the invalid provision with a valid provision that comes as close as possible to the purpose of the original.

Article 3 – Quotations and formation of the Agreement

3.1 Quotations are without obligation and valid for thirty (30) days, unless stated otherwise in the quotation.

3.2 All prices are in euros and exclusive of VAT and other levies.

3.3 Budgets, estimates and plannings are indicative. A budget stated by the Client only counts as a fixed price if expressly agreed In writing.

3.4 An Agreement is formed by written acceptance of a quotation or order form, by an order placed via the CloudtoShare website, or when CloudtoShare starts performing the Services.

Article 4 – Performance of the Services

4.1 CloudtoShare performs the Services with care and expertise, on a best-efforts basis, unless a specific result has been expressly promised In writing and that result is described with sufficient precision.

4.2 CloudtoShare performs the Services independently and determines how and by whom the work is done. Instructions to CloudtoShare's team are given through CloudtoShare's contact person or delivery lead.

4.3 CloudtoShare may replace or supplement a consultant, including one named in the Agreement, with one or more persons with comparable qualifications. CloudtoShare informs the Client in good time and ensures a proper handover.

4.4 CloudtoShare may engage third parties, such as independent consultants and partners, to perform the Services.

4.5 Agreed deadlines are not strict deadlines. If a deadline is exceeded, the Client must first give CloudtoShare written notice of default with a reasonable period to still perform.

4.6 CloudtoShare does not make personnel available to work under the direction and supervision of the Client or an End Customer, unless expressly agreed In writing.

Article 5 – Cooperation by the Client

5.1 The Client provides in good time all information, access and cooperation that CloudtoShare reasonably needs, and guarantees that such information is correct and complete.

5.2 The Client appoints a contact person with sufficient knowledge and decision-making authority, and takes the decisions required for progress in good time.

5.3 The Client provides, at its own expense, the necessary licences, user accounts, sandboxes and system access. For work on site, the Client provides a workplace and network access and communicates its house and security rules in advance.

5.4 The Client remains responsible for the management and use of its systems and of the Results, including making back-ups, instructing users and testing before going live in production.

5.5 If the Client deviates from CloudtoShare's advice, or insists on a wish after CloudtoShare has indicated that it is unwise or technically unsuitable, CloudtoShare is not liable for the consequences.

5.6 If delay or additional work arises because the Client fails to meet its obligations, or fails to meet them in time, CloudtoShare may charge the resulting costs at its applicable rates.

Article 6 – Changes and additional work

6.1 Changes to the content or scope of the Services are recorded In writing, including their impact on planning and price.

6.2 Work outside the agreed scope is additional work and is charged at the applicable rates, unless a fixed price has been agreed.

6.3 CloudtoShare is not obliged to carry out a request for changes or additional work and may require that a supplementary Agreement is concluded first.

Article 7 – Fees and payment

7.1 CloudtoShare may adjust its rates once per year, effective 1 January, by the change in the CBS consumer price index (CPI, all households) over the preceding twelve months. CloudtoShare announces any other rate change in writing at least three months in advance; the Client may then terminate the Agreement within thirty days, effective on the date the change takes effect.

7.2 Invoices are payable within fourteen (14) days of the invoice date, unless agreed otherwise in writing. CloudtoShare may require payment in advance and invoice periodically.

7.3 The Client may not suspend payments or set off amounts. The Client must dispute an invoice in writing, with reasons, within ten (10) working days; the undisputed part is paid on time.

7.4 If the Client does not pay on time, the Client is in default without notice of default being required and owes interest of 1% per month, or the statutory commercial interest if higher. After a reminder, the Client also owes the reasonable extrajudicial collection costs.

7.5 In case of late payment, CloudtoShare may suspend the Services after written notice.

7.6 CloudtoShare's records of hours worked and services performed constitute conclusive evidence, subject to evidence to the contrary provided by the Client.

Article 8 – Prepaid days and subscriptions

8.1 The Client may prepay Days via the website or an order form, as a one-off bundle or as a monthly subscription. A Day is eight hours; CloudtoShare records time spent per quarter of an hour and reports it on request or with the invoice.

8.2 A one-off bundle of Credit is valid for twelve (12) months from the date of purchase. Unused Credit then lapses without refund.

8.3 A subscription is invoiced monthly in advance. Days not used in a month for reasons attributable to the Client roll over for one month and then lapse. Days not used for reasons attributable to CloudtoShare roll over until delivered.

8.4 Work is scheduled by mutual agreement at least one week in advance. The Client may reschedule or cancel a scheduled Day free of charge up to two (2) working days in advance; after that, the Day counts as used.

8.5 A subscription runs for the agreed minimum period or, if none is agreed, for an indefinite period. Either party may terminate it with one calendar month's notice, effective at the end of a calendar month.

8.6 Prepaid amounts are non-refundable, except where CloudtoShare is permanently unable to deliver the Services, in which case CloudtoShare refunds the unused Credit.

Article 9 – Term and termination

9.1 The Agreement runs for the agreed term or until the agreed Services have been performed. An Agreement for an indefinite period may be terminated in writing by either party with one calendar month's notice, effective at the end of a calendar month.

9.2 A party may terminate the Agreement if the other party fails to perform a material obligation and has not remedied that failure within fourteen (14) days after a written, reasoned notice of default.

9.3 A party may terminate the Agreement with immediate effect in writing if the other party is declared bankrupt, is granted a (provisional) suspension of payments, or ceases its business.

9.4 Upon termination, Services and Results already delivered are not undone. Amounts for Services already performed remain due and become immediately payable.

9.5 Provisions that by their nature are intended to survive termination, such as intellectual property, confidentiality, liability and governing law, remain in force after termination.

Article 10 – Intellectual property

10.1 All intellectual property rights in the Results are vested in CloudtoShare or its licensors.

10.2 Upon full payment, the Client receives a perpetual, non-exclusive and non-transferable right to use the Results for its own organisation. Where the Client purchases the Services for an End Customer, this right includes use by that End Customer.

10.3 CloudtoShare's pre-existing materials, such as tools, templates, accelerators, scripts, packages, methods and general know-how, remain the property of CloudtoShare. To the extent they are incorporated in the Results, the Client may use them only as part of the Results. CloudtoShare may freely use its knowledge and experience, including for other clients, without using the Client's confidential information.

10.4 The Client warrants that materials, data and software it makes available to CloudtoShare do not infringe any third-party rights, and indemnifies CloudtoShare against third-party claims in that respect.

10.5 CloudtoShare may use the Client's name and logo as a reference in its external communications and on its Salesforce partner profile, unless the Client objects in writing.

Article 11 – Confidentiality and personnel

11.1 Each party keeps all confidential information of the other party, and of any End Customer, secret during the Agreement and for two (2) years thereafter. Confidential information includes at least information marked as such or whose confidential nature is reasonably apparent, such as business information, customer data, rates and methods.

11.2 The confidentiality obligation does not apply to information that is public through no breach of this obligation, that a party already lawfully possessed, or that a party must disclose under law or a court order.

11.3 During the Agreement and for twelve (12) months thereafter, neither party shall employ, or directly or indirectly engage, employees or consultants of the other party who were involved in performing the Agreement, without the other party's prior written consent. In case of breach, the breaching party owes a fee equal to six (6) months of the gross salary or fee of the person concerned.

Article 12 – Liability

12.1 CloudtoShare's total liability for an attributable failure, tort or on any other legal ground is limited to compensation of direct damage up to the invoice value (excluding VAT) of the Agreement to which the damage relates. For an Agreement with a term of more than six months, including a subscription, this is limited to the amount paid by the Client in the twelve (12) months preceding the event causing the damage.

12.2 In all cases, liability is limited to a maximum of EUR 250,000 per event, a series of related events counting as one event, and in any case to the amount paid out by CloudtoShare's liability insurer in the matter concerned.

12.3 Direct damage means exclusively: (a) reasonable costs to make CloudtoShare's performance conform to the Agreement, unless the Agreement is terminated; (b) reasonable costs of determining the cause and extent of the damage; and (c) reasonable costs incurred to prevent or limit damage, to the extent the Client demonstrates that these costs have limited direct damage.

12.4 CloudtoShare is not liable for indirect damage, including consequential damage, lost profit, lost savings, loss of goodwill, business interruption, loss of or damage to data, damage resulting from claims of the Client's customers or End Customers, and damage resulting from the use of third-party products or services.

12.5 CloudtoShare is not liable for damage resulting from its reliance on incorrect or incomplete information provided by or on behalf of the Client.

12.6 Liability only arises if the Client promptly gives CloudtoShare a written, reasoned notice of default with a reasonable period for remedy, and CloudtoShare still fails attributable after that period. The Client must report damage as soon as possible, and no later than two (2) months after it discovered or should reasonably have discovered the damage. Any claim lapses twelve (12) months after it arises, unless the Client has brought legal proceedings before that date.

12.7 The limitations in this article do not apply if the damage results from intent or deliberate recklessness of CloudtoShare's management.

12.8 The limitations in this article also benefit CloudtoShare's employees and all persons CloudtoShare engages in performing the Agreement.

12.9 The Client indemnifies CloudtoShare against claims of third parties, including End Customers, who suffer damage in connection with the Services, to the extent that damage is not attributable to CloudtoShare.

Article 13 – Force majeure

13.1 A party is not obliged to perform an obligation if it is prevented from doing so by force majeure.

13.2 Force majeure on the part of CloudtoShare includes: failure, change or outage of third-party products and services such as Salesforce, Microsoft or AI providers; force majeure of suppliers; failure of internet, telecommunications or electricity; cyber attacks and other (cyber)crime; government measures; illness or absence of personnel for whom no replacement is reasonably available; pandemic, fire, war and terrorism.

13.3 If force majeure lasts longer than sixty (60) days, either party may terminate the Agreement In writing. Performance already rendered is settled proportionally, without the parties owing each other anything further.

Article 14 – Privacy

14.1 To the extent CloudtoShare processes personal data in performing the Services, the Client (or its End Customer) is the controller and CloudtoShare the processor or sub-processor within the meaning of the GDPR. CloudtoShare's standard data processing agreement applies to such processing, unless the parties conclude another data processing agreement In writing.

14.2 CloudtoShare processes personal data only on the Client's written instructions and for the performance of the Agreement.

14.3 CloudtoShare informs the Client without undue delay, and no later than forty-eight (48) hours after discovery, of a personal data breach. Assessing a breach and notifying the Dutch Data Protection Authority and data subjects remains the responsibility of the controller.

14.4 The Client gives CloudtoShare general authorisation to engage sub-processors, such as hosting and IT providers and engaged consultants. CloudtoShare informs the Client in advance of new sub-processors; the Client may object on reasonable grounds.

14.5 The Client warrants that the processing of personal data it instructs CloudtoShare to carry out is lawful. After the Agreement ends, CloudtoShare deletes the Client's personal data within a reasonable period, unless a statutory retention obligation applies.

Article 15 – Security and access

15.1 CloudtoShare takes appropriate technical and organisational measures to secure the Client's data and systems, taking into account the state of the art, costs and risks. CloudtoShare does not guarantee that security is effective under all circumstances.

15.2 The Client is responsible for managing user accounts, permissions and security tools in its systems, including multi-factor authentication, single sign-on, password policy and the timely revocation of consultants' access after the work ends.

15.3 CloudtoShare is not liable for damage resulting from use or misuse of login credentials or other security tools, unless such misuse results from intent or deliberate recklessness of CloudtoShare's management.

Article 16 – Artificial intelligence (AI)

16.1 Where the Services involve AI applications, such as Salesforce Agentforce, Einstein or other AI models, the Client acknowledges that AI outputs may vary, may change over time and may be incorrect or incomplete. CloudtoShare does not guarantee that outputs of AI applications are correct, complete or fit for a particular purpose.

16.2 The Client decides on the use of AI applications and on decisions it takes based on AI outputs. The Client ensures adequate human oversight and an adequate level of AI literacy among its staff, as required by the EU AI Act.

16.3 The Client is responsible for the lawfulness of the data, prompts and instructions it uses in AI applications, and for complying with its obligations as a deployer under the AI Act.

16.4 CloudtoShare is not liable for damage arising from decisions or actions based on AI outputs.

Article 17 – Audits

17.1 Where the Client has a right under law or the Agreement to audit CloudtoShare's compliance, CloudtoShare first provides the relevant information, such as certifications or reports.

17.2 If that information is insufficient, the Client may have an audit performed at most once per calendar year, with at least four (4) weeks' written notice, during business hours and by an independent expert bound by confidentiality. The costs of the audit, including the time CloudtoShare spends on it at its applicable rates, are borne by the Client, unless the audit reveals a material failure by CloudtoShare.

Article 18 – Final provisions

18.1 The Client may not transfer its rights and obligations under the Agreement without CloudtoShare's prior written consent. CloudtoShare may assign its payment claims to a third party.

18.2 CloudtoShare may amend these terms. A new version applies to new Agreements. For running subscriptions and other ongoing Agreements, a new version applies one month after written notice; if the Client does not agree, it may terminate the Agreement effective on the date the change takes effect.

18.3 These terms are drawn up in Dutch and English. In case of any discrepancy, the Dutch text prevails.

Article 19 – Governing law and disputes

19.1 The Agreement and these terms are governed exclusively by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

19.2 The parties will first try to resolve any dispute amicably. Failing that, disputes are submitted exclusively to the competent court of the District Court of Oost-Brabant, 's-Hertogenbosch location, unless mandatory law designates another court.

October 24, 2026. These terms replace all previous general terms and conditions of CloudtoShare B.V.