

General Terms and Conditions of Ubert

Including terms of delivery for AI engineering, process automation, custom software, licences, service subscriptions, training and advice — English translation for convenience; the Dutch version prevails

USER OF THESE TERMS

Ubert

E-mail: info@ubert.online

Website: ubert.online

Insurance: professional and business liability; evidence of cover on request

Business details (Chamber of Commerce number, VAT number and registered address) are added at go-live and are stated in every proposal.

These general terms and conditions apply to all offers, proposals and agreements of Ubert. Ubert works exclusively for businesses and organisations acting in the course of a profession or business. Ubert does not work for consumers, nor for governments or semi-public bodies.

These terms consist of a general part (Part A) that applies to all services, special provisions per service (Part B) that apply insofar as a service is purchased, and annexes. The Dutch text is binding; this translation is provided for information only.

These terms can be consulted and downloaded at ubert.online/voorwaarden and are attached as a PDF to every Proposal. By accepting a Proposal the Client declares that it has received and accepts these terms. Clients outside the Netherlands additionally receive the English translation. The terms are provided free of charge on request.

CONTENTS

- | | |
|---|--|
| 1. Definitions | 6. Rates and prices |
| 2. Applicability | 7. Fixed Hours, AI Budget and additional work |
| 3. AI Scan, Introduction Meeting and Proposal | 8. Payment and financial protocols |
| 4. Performance of the Agreement | 9. Duration, termination and early termination |
| 5. Obligations of the Client | |

10. Delivery, acceptance and remedy	21. Complaints and disputes
11. Intellectual property: ownership or licence	22. International Clients
12. AI Systems: operation, output and responsibilities	23. Amendment of these terms
13. Confidentiality and trade secrets	24. Final provisions
14. Personal data and security	B1. AI Scan and Core Session
15. Liability	B2. Development of Custom Work, automations and AI Systems
16. Data at the end of the Agreement	B3. Licences, SaaS and hosting
17. Force majeure	B4. Service Subscription, maintenance and support
18. Staff and non-solicitation	B5. Training and guidance
19. Subsidies and financing	B6. Compliance support
20. Insurance	Annex 1 — Data processing terms

Part A — General provisions

Article 1 — Definitions

- 1.1 In these terms, the following capitalised terms have the meanings set out below, in both the singular and the plural.
- 1.2 Ubert: the business that applies these terms, trading under the name Ubert, with the business details stated in the header of these terms and in every Proposal.
- 1.3 Client: the natural person acting in the course of a profession or business, or the legal entity, that enters into an Agreement with Ubert, receives a Proposal or to whom Ubert makes an offer.
- 1.4 Parties: Ubert and the Client together.
- 1.5 Proposal: any written offer from Ubert to the Client, including a quotation, project proposal, subscription proposal or price indication, including its annexes.
- 1.6 Agreement: any agreement between the Parties under which Ubert performs Services or delivers Work, including the Proposal, these terms and any further written arrangements.
- 1.7 Services: all activities Ubert performs for the Client, including the AI Scan, the Core Session, advice, design, development, integration, implementation, training, guidance, maintenance, support, hosting and the granting of rights of use.

- 1.8 Work: all results of the Services, including software, source code, object code, configurations, integrations, automations, AI Systems, prompts, models, data structures, designs, documentation, reports and advice.
- 1.9 Custom Work: the part of the Work that Ubert designs and develops specifically for the Client, excluding Ubert Materials and Third-Party Materials.
- 1.10 Ubert Materials: all software, components, libraries, frameworks, tools, methods, templates, prompts, knowledge and know-how that Ubert developed or acquired before or independently of the Agreement, or that are of a general nature and reusable for other clients.
- 1.11 Third-Party Materials: software, services, models, platforms and data of third parties, including open-source components, cloud and hosting services and AI models from providers such as Anthropic, OpenAI or Google.
- 1.12 AI System: an AI system within the meaning of article 3(1) of the AI Regulation. An automation without a self-learning or inferential component is not an AI System within the meaning of these terms.
- 1.13 AI Regulation: Regulation (EU) 2024/1689 (the European AI Regulation, also known as the EU AI Act), including implementing acts, guidelines and the transitional periods applicable under it.
- 1.14 GDPR: the General Data Protection Regulation (Regulation (EU) 2016/679) and the Dutch GDPR Implementation Act.
- 1.15 AI Scan: Ubert's free online tool that, based on answers provided by the Client, gives an indicative estimate of opportunities for AI automation and an indicative price indication.
- 1.16 Introduction Meeting: the free, non-binding conversation of approximately thirty minutes between the Parties.
- 1.17 Core Session: the paid session at the Client's premises, of half a day (four hours) or a full day (eight hours), in which Ubert reviews the Client's processes and which results in the Core Report.
- 1.18 Core Report: the written report of the Core Session with a list of priorities and a go/no-go recommendation per opportunity.
- 1.19 Fixed Hours: the number of hours per month (or other period) laid down in the Proposal that Ubert reserves for the Client and that forms the budget of the Agreement. Subscription hours under a Service Subscription are not Fixed Hours.

- 1.20 AI Budget: the budget laid down in the Proposal (also called the build deposit) for licences, consumption costs of Third-Party Materials and other external costs required to perform the Agreement.
- 1.21 Service Subscription: the continuing Agreement for maintenance, support, security, monitoring and further development of Work, as described in article B4.
- 1.22 Term: the duration of an Agreement as laid down in the Proposal.
- 1.23 Remaining Contract Value: the fee for the Fixed Hours over the part of the Term that has not yet elapsed, excluding VAT, AI Budget and external costs, calculated on the basis of the hours and rates laid down in the Proposal.
- 1.24 In Writing: by letter, e-mail or another digital channel that allows the content and sender of a statement to be established, including digital signature.
- 1.25 Business Day: Monday to Friday, excluding public holidays generally recognised in the Netherlands, between 09:00 and 17:00 Dutch time.

Article 2 — Applicability

- 2.1 These terms apply to all offers, Proposals, Agreements and other legal relationships between Ubert and the Client, including future and follow-up assignments, unless the Parties agree otherwise In Writing.
- 2.2 Ubert performs Services exclusively for Clients acting in the course of a profession or business. Ubert does not enter into Agreements with consumers. Ubert does not perform Services for governments, semi-public bodies or institutions predominantly financed or governed by government, unless Ubert expressly agrees to do so In Writing.
- 2.3 The applicability of purchasing, tender or other conditions of the Client is expressly rejected, even if documents of the Client refer to them and even if Ubert does not separately object to them.
- 2.4 Deviations from and additions to these terms are valid only if agreed In Writing and only for the Agreement for which they were made.
- 2.5 In case of conflict between documents, the following order of precedence applies: (1) further arrangements made In Writing after the Agreement was concluded; (2) the Proposal; (3) Annex 1 (data processing terms); (4) Part B of these terms; (5) Part A of these terms.
- 2.6 If any provision of these terms is void or annulled, the remaining provisions remain in full force. In that case the Parties will consult to replace the provision concerned with a valid provision that approximates the purpose of the original provision as closely as possible.

- 2.7 These terms have been drawn up in Dutch. In the event of a difference of interpretation between the Dutch text and a translation, the Dutch text is decisive.

Article 3 — AI Scan, Introduction Meeting and Proposal

- 3.1 The AI Scan and the Introduction Meeting are free of charge and without obligation. The results of the AI Scan, including the score, the opportunities mentioned, the estimated time savings and the price indication, are indicative. They are generated automatically on the basis of the Client's answers and do not constitute an offer, advice on which the Client may rely without further verification, or a guarantee for the outcome of an Agreement.
- 3.2 All Proposals of Ubert are without obligation and valid for thirty days, unless the Proposal states a different period. A Proposal is based on the information the Client has provided up to that moment. If that information proves incomplete or incorrect, Ubert may amend or withdraw the Proposal.
- 3.3 Obvious mistakes, clerical errors or calculation errors in a Proposal do not bind Ubert.
- 3.4 An Agreement is concluded when the Client accepts the Proposal In Writing or, if earlier, when Ubert starts performance at the Client's request. Acceptance subject to reservations or with amendments constitutes a new proposal by the Client that binds Ubert only after confirmation In Writing.
- 3.5 A Proposal consisting of several parts does not oblige Ubert to perform a part of it for a proportionate part of the price.

Article 4 — Performance of the Agreement

- 4.1 Ubert performs the Agreement to the best of its knowledge and ability, as a careful and expert contractor, on the basis of an obligation to use reasonable efforts (an obligation of means, not of result), unless and insofar as Ubert has expressly committed to a specific result in the Proposal.
- 4.2 Ubert works in short cycles: design, build, test in the Client's practice and refine. The Client thereby gains interim insight into progress and is expected to respond within the periods stated in the Proposal or reasonably set by Ubert.
- 4.3 Periods and schedules are indicative and are not strict deadlines (time is not of the essence), unless expressly agreed otherwise In Writing. Exceeding a period does not entitle the Client to damages or rescission unless Ubert remains in default after a notice of default In Writing granting a reasonable period of at least fourteen days.

- 4.4 Ubert determines how and by whom the Agreement is performed. Ubert may engage third parties and replace staff with persons of comparable qualifications. Ubert remains responsible to the Client for the third parties it engages, with the exception of providers of Third-Party Materials. Articles 7:404 and 7:407(2) of the Dutch Civil Code do not apply.
- 4.5 If the Agreement is performed at the Client's premises, the Client provides a suitable workplace, access to the required systems and the facilities reasonably needed.
- 4.6 Ubert may suspend performance for as long as the Client fails to meet its obligations, including payment obligations and the duty to cooperate under article 5. Costs and delays resulting from this are for the Client's account.
- 4.7 Ubert does not provide legal, tax or accountancy services. Where Ubert provides information about laws and regulations, including the GDPR and the AI Regulation, this is practical information for the performance of the Agreement and not legal advice. For legal advice Ubert refers to specialised parties, whether or not from its network, who are themselves responsible for it.

Article 5 — Obligations of the Client

- 5.1 The Client provides Ubert in good time, completely and correctly with all information, data, access, accounts, licences and decisions required for the performance of the Agreement, and warrants that it is entitled to do so.
- 5.2 The Client appoints one contact person authorised to take decisions, set priorities and accept Work on behalf of the Client. The Client ensures that this contact person and the staff involved are reasonably available.
- 5.3 The Client is responsible for the accuracy, completeness, lawfulness and reliability of the data, content and systems it makes available to Ubert or to which the Work is connected, and for the use of the Work within its organisation.
- 5.4 The Client ensures adequate security, backups and continuity of its own systems, accounts and data, unless and insofar as Ubert has expressly assumed that responsibility in the Proposal.
- 5.5 The Client warrants that the use of the Work and of the data and instructions it provides does not infringe the rights of third parties and does not violate applicable laws and regulations. The Client indemnifies Ubert against third-party claims arising therefrom.

- 5.6 If the Client fails to meet the obligations in this article or does not do so in time, Ubert may suspend performance, charge the additional hours required as additional work after the Client's approval In Writing, and adjust the schedule.

Article 6 — Rates and prices

- 6.1 Ubert works with fixed hourly rates laid down in the Proposal. Unless the Proposal provides otherwise, the following rates apply: € 110 per hour for straightforward work and € 165 per hour for complex development. The Proposal states in advance which activities fall under which rate.
- 6.2 The Core Session is performed at a fixed rate of € 149 per hour, regardless of which Ubert staff member performs the session. Half a day is four hours (€ 596); a full day is eight hours (€ 1,192). Travel and accommodation costs are added in accordance with paragraph 3.
- 6.3 All amounts are in euros and exclusive of VAT and other government levies. Travel and accommodation costs for on-site work are not included in the rates and are charged separately, unless the Proposal provides otherwise: a mileage allowance of € 0.45 per kilometre driven (return, calculated from Ubert's place of business), public transport, parking and toll costs at cost price, and accommodation costs at cost price after the Client's prior approval In Writing. Travel time is not charged. For work outside the Netherlands, travel and accommodation costs are incurred only after prior approval In Writing. Travel and accommodation costs are specified on the invoice.
- 6.4 Costs of Third-Party Materials, including licences, subscriptions, consumption costs of AI models and hosting, are not included in the hourly rates. They are paid from the AI Budget or, if there is no AI Budget, charged separately after the Client's prior approval In Writing.
- 6.5 Ubert may adjust its rates annually on 1 January in line with the consumer price index (CPI) of Statistics Netherlands (CBS). Ubert may also change rates subject to a notice period of at least two months. A rate change does not apply to Fixed Hours already laid down In Writing for a current Term. In the event of an increase of more than ten percent within one year, other than on the basis of the CPI, the Client may terminate a Service Subscription as of the effective date.
- 6.6 All price indications, estimates of hours and expected savings, in the AI Scan, in the Core Report or in consultation, are indicative and bind Ubert only insofar as they are laid down in the Proposal as a fixed price or fixed number of hours.

Article 7 — Fixed Hours, AI Budget and additional work

- 7.1 Ubert works on a project basis with Fixed Hours per month laid down in the Proposal. The Fixed Hours form the budget of the Agreement. Ubert reserves this capacity for the Client and performs the activities described in the Proposal within the Fixed Hours.
- 7.2 Unused Fixed Hours lapse at the end of the month for which they were reserved, unless the non-use is attributable to Ubert; in that case the hours are used in the following month or are not charged.
- 7.3 Hours in excess of the Fixed Hours (additional work) are performed only after the Client's prior approval In Writing. Ubert informs the Client in good time when it expects the Fixed Hours to be insufficient. Without approval, activities in excess of the Fixed Hours are neither performed nor charged. Wherever these terms designate work as additional work, this paragraph applies, provided that Ubert performs work it is required to perform by law or under Annex 1 even without approval and charges it at the agreed rates.
- 7.4 External costs and costs of Third-Party Materials are incurred only after the Client's prior approval In Writing, or within the AI Budget. Ubert keeps track of the use of the AI Budget and reports on it on request and in any event at the end of the Agreement.
- 7.5 The unused part of the AI Budget is settled or refunded at the end of the Agreement, with the exception of amounts Ubert already owes to third parties or can no longer cancel.
- 7.6 Changes to the scope or content of the Agreement are laid down In Writing. Ubert may submit the consequences of a change for the schedule, the Fixed Hours and the AI Budget to the Client before the change is implemented.

Article 8 — Payment and financial protocols

- 8.1 Every Agreement with Fixed Hours starts with the advance payment of one month. Ubert starts the work after this advance payment has been received. The prepaid month is set off against the last month of the Term or, in the event of early termination, in accordance with article 9.
- 8.2 Ubert invoices every two weeks for the work performed and costs incurred in that period, unless the Proposal lays down a different frequency. The Core Session is invoiced upon confirmation of the date and is payable before the session. Service Subscriptions are invoiced monthly in advance.
- 8.3 The payment term is fourteen days from the invoice date, unless the Proposal provides otherwise. Payment is made by transfer to the bank account specified by Ubert, in euros, without discount or set-off.

- 8.4 The Client reports objections to an invoice In Writing within fourteen days of the invoice date, stating reasons. An objection does not suspend the obligation to pay the undisputed part.
- 8.5 If the payment term is exceeded, the Client is in default by operation of law, without notice of default being required. From that moment the Client owes the statutory commercial interest (article 6:119a of the Dutch Civil Code) on the outstanding amount, as well as extrajudicial collection costs in accordance with the statutory scale of the Dutch Decree on compensation for extrajudicial collection costs, with a minimum of € 40.
- 8.6 In the event of default Ubert may, after a warning In Writing, suspend performance of all Agreements with the Client, temporarily restrict access to services hosted by Ubert and require security for payment. Damage or delay resulting from this is for the Client's account.
- 8.7 Ubert may require security, including an additional advance payment, if it has reasonable grounds to doubt the Client's creditworthiness.
- 8.8 Payments are applied first to costs, then to accrued interest and finally to the principal and current interest.

Article 9 — Duration, termination and early termination

- 9.1 An Agreement is entered into for the Term laid down in the Proposal. An Agreement without a fixed Term ends, subject to paragraph 6, upon completion of the agreed work. A licence or Service Subscription that follows development work has its own Term in accordance with paragraph 6 and does not end upon completion of the development.
- 9.2 The Client may terminate an Agreement with Fixed Hours and a Term early by notice In Writing. In that case the cooperation ends on the date stated in the notice or, failing that, on the date the notice is received. The Client then owes Ubert a termination fee of sixty percent (60%) of the Remaining Contract Value. This fee is a reasonable, pre-agreed compensation for the capacity Ubert reserved for the Client and for the costs and lost income associated with the early termination; Ubert does not need to prove the extent of its loss. Ubert uses reasonable efforts to deploy the released capacity on replacement assignments during the remaining Term. The fees it thereby realises and could not have realised without the termination are refunded by Ubert to the Client, up to the amount of the termination fee, within thirty days after the end of the original Term, together with a statement. The Parties may lay down a different arrangement in the Proposal.

- 9.3 In the event of early termination, the prepaid first month is set off against the termination fee and against the outstanding fees for work performed and costs incurred. Any remaining balance is paid by one Party to the other within thirty days.
- 9.4 If Ubert cannot perform or continue to perform the Agreement for a reason attributable to Ubert, the Client may terminate the Agreement for the unperformed part without a termination fee. In that case the Client pays nothing for the part of the Work that has not been delivered; prepaid amounts relating to undelivered Work are refunded. Fees for Work and Services that have been delivered remain due.
- 9.5 Ubert may terminate an Agreement with a Term early by notice In Writing, observing a notice period of one month, if Ubert cannot reasonably be expected to continue the Agreement, for example because of a seriously disrupted cooperation, repeated non-performance by the Client or the discontinuation of Third-Party Materials essential to performance. In that case the Client owes no termination fee and paragraph 4 applies accordingly.
- 9.6 A Service Subscription and a licence under the licence model have the Term and notice period laid down separately for them in the Proposal; the Term of development work does not constitute the Term of the licence or the Service Subscription. If nothing is laid down, they apply for an indefinite period and may be terminated In Writing as of the end of a calendar month, by the Client observing a notice period of one month and by Ubert observing a notice period of three months. If a Term has been laid down, the Client may also terminate the Service Subscription or the licence early In Writing, observing a notice period of one month as of the end of a calendar month; the fees up to the end of the notice period remain due. The termination fee of paragraph 2 does not apply to the Service Subscription or the licence.
- 9.7 Either Party may rescind an Agreement in whole or in part with immediate effect In Writing, without being liable for any damages, if the other Party is declared bankrupt, applies for or obtains a suspension of payments, ceases or liquidates its business, or if a substantial part of its assets is seized. Amounts Ubert invoiced before rescission for work already performed remain due in full.
- 9.8 Rescission for breach is possible only after a notice of default In Writing granting a reasonable period for performance of at least fourteen days, unless performance is permanently impossible. Performance already rendered by Ubert and the related payment obligations shall not be subject to any obligation of restitution.

- 9.9 Provisions that by their nature are intended to survive the end of the Agreement, including the articles on intellectual property, confidentiality, liability, personal data and applicable law, remain in force after the end of the Agreement.

Article 10 — Delivery, acceptance and remedy

- 10.1 Ubert delivers Work in the cycles and partial deliveries agreed in the Proposal or in consultation. Ubert offers Work for acceptance only when, in its reasonable opinion, it functions in the Client's practice in accordance with the Proposal, and enables the Client with each delivery to test the Work in its own practice.
- 10.2 The Client tests delivered Work in its practice for ten Business Days after delivery and reports any defects In Writing, as precisely and reproducibly as possible. The Work is deemed accepted when the Client has not reported material defects within that period, when the Client uses the Work in production after the review period or, before that, other than for testing, or when the Client confirms acceptance In Writing.
- 10.3 Minor defects that do not reasonably prevent operational use of the Work do not preclude acceptance. Ubert remedies such defects within a reasonable period.
- 10.4 Material defects reported in time are remedied by Ubert free of charge; the hours required for this are not charged against the Fixed Hours. After remedy a new review period of five Business Days applies.
- 10.5 Ubert remedies, at no extra cost, reproducible defects in accepted Work that are reported In Writing within thirty days of acceptance and that are attributable to Ubert. This obligation does not apply to defects resulting from changes by parties other than Ubert, incorrect use, Third-Party Materials, changes in the Client's environment, data or systems, or the nature of AI Systems as described in article 12. Maintenance and remedy after this period fall under a Service Subscription or are performed as additional work.
- 10.6 Ubert does not guarantee that the Work will operate without interruption or errors or that all defects can be remedied. Nor does Ubert guarantee that the Work is suitable for any purpose other than that described in the Proposal.

Article 11 — Intellectual property: ownership or licence

- 11.1 In every Proposal Ubert lays down whether the Client obtains ownership of the Custom Work (ownership model) or takes the Work under licence (licence model). If nothing is laid down, the licence model applies.

- 11.2 Ownership model: Ubert hereby transfers to the Client, in advance and subject to the condition precedent of full payment of all fees due for the Custom Work concerned, all intellectual property rights in the Custom Work, including the copyright with all present and future exploitation rights, and delivers those rights in advance. The Proposal signed by Ubert in which the ownership model is chosen constitutes, together with this article, the deed intended for that purpose; on first request Ubert cooperates in a separate deed. Ubert warrants that it has acquired the rights to be transferred from the staff and third parties involved in the development. If the transfer does not take effect, or does not take full effect, for any reason, Ubert grants the Client, as from full payment, an exclusive, perpetual, irrevocable, worldwide, transferable and sublicensable right to use, modify and exploit the Custom Work without restriction; for parts not protected by an intellectual property right, such as AI-generated code, the Client obtains an exclusive right of use. Ubert waives, insofar as article 25(3) of the Dutch Copyright Act permits, its moral rights in respect of the Custom Work and warrants that the natural persons who created it have done the same; the Parties assume that modifications required for the agreed use, maintenance or further development do not constitute a distortion within the meaning of article 25(1)(d) of the Dutch Copyright Act. Ubert delivers the Custom Work with source code and documentation on a mainstream technology stack, so that another competent developer can take it over. Until the condition precedent is fulfilled, Ubert grants the Client a right to use the Custom Work.
- 11.3 Licence model: Ubert grants the Client, for the Term or, failing a Term, for an indefinite period in accordance with article 9 paragraph 6, a non-exclusive, non-transferable and non-sublicensable right to use the Work within its own organisation for the purpose described in the Proposal. The source code remains with Ubert, unless the Proposal provides otherwise. The Client pays for the use and may terminate the licence in accordance with the Proposal and article 9.
- 11.4 All intellectual property rights in Ubert Materials remain with Ubert, including where Ubert Materials are incorporated in the Custom Work. Insofar as Ubert Materials form part of delivered Work, Ubert grants the Client a perpetual, irrevocable, non-exclusive right to use, modify, maintain and further develop those Ubert Materials as part of the Work and to have this done by third parties. Under the ownership model this right is transferable together with the Custom Work; under the licence model it is non-transferable. On delivery Ubert identifies which parts are Ubert Materials.

- 11.5 Ubert retains the right to use the general knowledge, experience, techniques and insights gained in performing the Agreement for other clients, without using or disclosing confidential information of the Client.
- 11.6 Third-Party Materials, including open-source components, remain subject to the licence terms of the third party concerned. Ubert does not incorporate components under a strong copyleft licence (such as GPL or AGPL) in Custom Work without the Client's prior consent In Writing. On delivery the Client receives an overview of the open-source components used and their licences. The Client is responsible for compliance with those licences after delivery.
- 11.7 The Client grants Ubert the right to use the Client's Work, data and systems insofar as necessary for the performance of the Agreement, maintenance and support.
- 11.8 Ubert may take technical measures to protect its Ubert Materials and the Work under the licence model, provided those measures do not impede the agreed use.
- 11.9 The Client will not remove any indication of intellectual property rights from the Work and will not reproduce, modify, make available to third parties or decompile the Work under the licence model, except insofar as mandatory law permits.
- 11.10 Under the licence model Ubert lays down in the Proposal what happens to the Client's data and system at the end of the Agreement. Ubert hereby grants the Client, subject to the condition precedent that Ubert permanently ceases its activities, is declared bankrupt or definitively discontinues maintenance of the Work without a successor, a non-exclusive, non-transferable right to use and modify the source code and documentation of the Work configured for the Client, solely to continue the agreed use; the manner in which the Client obtains access in that case is laid down in the Proposal. In all cases the Client receives an export of its data at the end of the Agreement in accordance with article 16.
- 11.11 Ubert indemnifies the Client against third-party claims that the Custom Work, with the exception of Third-Party Materials and of components or instructions supplied by the Client, infringes an intellectual property right in the European Union, provided that the Client reports the claim In Writing without delay, leaves its handling to Ubert and cooperates. Ubert may, at its option, modify or replace the Custom Work so that it no longer infringes, or acquire a right of use. The limitations of article 15 paragraphs 2 and 3 apply to this indemnity; article 15 paragraphs 4 and 5 do not apply to it.

Article 12 — AI Systems: operation, output and responsibilities

- 12.1 AI Systems operate on the basis of probabilities and on the basis of Third-Party Materials. Output of an AI System may be incomplete, incorrect, outdated, biased or not reproducible, even where the system has been built and configured correctly. The Client acknowledges these characteristics.
- 12.2 Ubert designs AI Systems so that, where relevant, they show sources, have limits, keep a log and involve a human at the points the Parties designate for that purpose. The intended use, the limitations and the required form of human oversight are laid down per AI System in the Proposal, the documentation or the instructions for use.
- 12.3 The Client is responsible for the decisions taken on the basis of output of an AI System and for the use of that output. The Client provides the human oversight and the checks described in the documentation and uses the AI System solely for its intended use.
- 12.4 The Client does not use the Work for practices prohibited under the AI Regulation, nor for applications that qualify as high-risk under the AI Regulation, unless the Parties have expressly agreed so In Writing and the obligations applicable to it have been allocated in the Proposal.
- 12.5 For each AI System the Parties record in which risk class of the AI Regulation the system falls according to the insights applicable at that time and which role each Party fulfils. Unless the Proposal provides otherwise: under the ownership model the Client, which puts the AI System into service under its own name, is provider and deployer within the meaning of the AI Regulation and Ubert is the commissioned developer, which provides the Client with the documentation of article B2 paragraph 5, supplemented by the technical information the Client reasonably needs for the transparency obligations of article 50 of the AI Regulation; under the licence model Ubert is the provider of the functionality it supplies and the Client is the deployer. The Client is responsible for the obligations of the deployer, including the application of the facilities built in by Ubert through which data subjects are informed that they are interacting with an AI System, human oversight and use in accordance with the instructions for use. The allocation of roles in this paragraph applies between the Parties and does not affect the qualification under the AI Regulation.
- 12.6 Ubert configures AI Systems so that users can be clearly informed that they are interacting with an AI System and that AI-generated content is marked as such where the AI Regulation requires it. Under the licence model Ubert complies with the transparency obligations resting on it as provider; under the ownership model Ubert supplies the technical facilities and documentation required for this and the Client is responsible for applying them.

- 12.7 The Client ensures that its staff working with AI Systems have sufficient AI literacy. Ubert can provide training and guidance for this in accordance with article B5.
- 12.8 Ubert does not use the Client's data to train its own models and does not provide that data to providers of AI models for training purposes. When using third-party AI models, Ubert chooses, where available, settings or agreements under which the provider does not use the input data for training.
- 12.9 Providers of AI models and other Third-Party Materials may change or discontinue their services, models, prices, availability and terms. Ubert is not responsible for this. Ubert uses reasonable efforts to inform the Client in good time and to propose reasonable alternatives; the costs of adapting the Work to such changes do not fall under remedy and are performed within the Fixed Hours, a Service Subscription or as additional work.
- 12.10 The terms and acceptable-use policies of the provider concerned also apply to the use of Third-Party Materials. The Client will comply with those terms insofar as they relate to its use.
- 12.11 Without prejudice to article 11 paragraphs 3 and 4: output that an AI System generates from the Client's data, and the logs, prompts and configurations drawn up specifically for the Client, belong to the Client, with the exception of Ubert Materials. At the end of the Agreement they are made available to the Client in accordance with article 16.

Article 13 — Confidentiality and trade secrets

- 13.1 The Parties keep confidential all information they receive from each other in the context of the Agreement and of which they know or should reasonably know that it is confidential, including business processes, data, customer and pricing information, source code, prompts, Core Reports and Proposals.
- 13.2 The confidentiality obligation does not apply to information that was already public without an attributable breach by the receiving Party, that the receiving Party lawfully obtained from a third party, that the receiving Party developed independently, or that must be disclosed under a legal obligation or court order; in the latter case the receiving Party informs the other Party in advance insofar as permitted.
- 13.3 The Parties may share confidential information with staff, advisers and engaged third parties who need that information for the performance of the Agreement and who are bound by a comparable confidentiality obligation.

- 13.4 The confidentiality obligation remains in force until five years after the end of the Agreement. For trade secrets within the meaning of the Dutch Trade Secrets Act, the confidentiality obligation applies for as long as the information is a trade secret.
- 13.5 Ubert does not name the Client as a reference and does not use the Client's name, logo or imagery in publicity without prior consent In Writing. Ubert may describe the nature of a project in anonymised form, without the Client being identifiable.

Article 14 — Personal data and security

- 14.1 Insofar as Ubert processes personal data on behalf of the Client in performing the Agreement, the Client is the controller and Ubert the processor within the meaning of the GDPR. The data processing terms in Annex 1, which form part of the Agreement, apply to that processing. The Parties may instead conclude a separate data processing agreement, which then takes precedence.
- 14.2 The Client warrants that the processing of personal data by Ubert in accordance with its instructions is lawful, that a valid legal basis exists and that data subjects have been informed where required.
- 14.3 Ubert takes appropriate technical and organisational measures to protect the Work and the data it processes against loss and unlawful processing, taking into account the state of the art, the costs and the nature of the data. Ubert does not guarantee that the security is effective in all circumstances.
- 14.4 The Client is responsible for managing access rights, passwords, API keys and accounts provided to it, and reports (suspected) misuse to Ubert without delay.
- 14.5 Insofar as Ubert processes personal data for its own purposes in performing the Agreement, such as contact details of the Client's staff for the performance and administration of the Agreement, Ubert is itself the controller and the privacy statement at ubert.online/privacy applies.

Article 15 — Liability

- 15.1 Ubert is liable to the Client solely for direct damage resulting from an attributable failure in the performance of the Agreement, a wrongful act or another legal ground, subject to the limitations in this article.
- 15.2 Ubert's total liability per event, a series of related events counting as one event, is limited to the amount paid out in the case concerned by Ubert's professional or business liability insurer, plus Ubert's excess under that insurance.

- 15.3 If the insurer does not pay out for any reason, Ubert's total liability is limited to the fees (excluding VAT, AI Budget and external costs) paid by the Client to Ubert under the Agreement concerned in the six months preceding the event causing the damage, with a maximum of € 25,000 per event and € 50,000 per calendar year for all events together.
- 15.4 Direct damage means exclusively: (a) the reasonable costs the Client incurred to make Ubert's performance conform to the Agreement, insofar as those costs are not already covered by remedy under article 10 and the defect was reported In Writing within the remedy period of article 10 paragraph 5; (b) the reasonable costs of establishing the cause and extent of the damage, insofar as that determination relates to direct damage; and (c) the reasonable costs of preventing or limiting damage, insofar as the Client demonstrates that those costs led to a limitation of direct damage; and (d) the reasonable costs of restoring or reconstructing data, insofar as Ubert failed to comply with the backup obligation of article B3 paragraph 3 or a backup obligation laid down in the Proposal.
- 15.5 Ubert is not liable for indirect damage, including consequential damage, lost profit, lost savings, lost subsidies, reduced goodwill, damage due to business interruption, damage due to loss, corruption or unusability of data (save for the case of paragraph 4 under (d)), fines and sanctions imposed by regulators, third-party claims (save for the indemnity in article 11 paragraph 11), and damage arising from the use of output of AI Systems without the agreed human oversight.
- 15.6 The limitations in this article do not apply to damage resulting from intent or deliberate recklessness of Ubert or its managers, to damage due to death or personal injury, or insofar as mandatory law does not permit a limitation.
- 15.7 The Client reports damage to Ubert In Writing as soon as possible after discovery and gives Ubert a reasonable period to remedy the failure, unless remedy is permanently impossible. If the Client does not report the damage within fourteen days of discovery, its right to compensation lapses insofar as Ubert has been prejudiced by the late report.
- 15.8 Any right to compensation and any other claim against Ubert lapses twelve months after the moment the Client became aware, or could reasonably have become aware, of the damage or the failure, and in any event twelve months after the end of the Agreement. This paragraph does not apply to claims under article 11 paragraphs 4, 10 and 11, article 13, article 16 and Annex 1; for those claims only the period of twelve months after awareness applies.

- 15.9 The Client indemnifies Ubert against claims of third parties, including end users, customers and data subjects, related to the use of the Work by or on behalf of the Client, to data or instructions provided by the Client, or to a breach of article 5 or article 12 by the Client, except insofar as the claim results from intent or deliberate recklessness of Ubert.
- 15.10 The limitations in this article also apply for the benefit of Ubert's staff and the third parties engaged by Ubert.
- 15.11 The exclusions of paragraphs 4 and 5 do not apply to the indemnity of article 11 paragraph 11, to a breach of article 13 (confidentiality) by Ubert, or to loss or corruption of data resulting from a failure to comply with an agreed backup obligation; in those cases the limitation of paragraphs 2 and 3 applies.

Article 16 — Data at the end of the Agreement

- 16.1 At the end of an Agreement under which Ubert hosts or manages the Client's data, Ubert enables the Client for thirty days to export its data in a common, structured format, or delivers that export on request. Reasonable costs of conversion or assistance may be charged as additional work.
- 16.2 After that period, or earlier at the Client's request In Writing, Ubert deletes the Client's data from its systems, with the exception of data Ubert must retain under a statutory retention obligation and of backups that are overwritten within a reasonable period according to the regular backup schedule.
- 16.3 The Client remains responsible for securing its data in time. Ubert is not liable for loss of data after the period referred to in paragraph 1.

Article 17 — Force majeure

- 17.1 Ubert is not obliged to perform an obligation if it is prevented from doing so by force majeure. Force majeure includes: malfunctions, outages, restrictions or changes at providers of Third-Party Materials, including AI models, cloud, hosting, payment and communication services; failures of internet, electricity or telecommunications; cyberattacks, malware and DDoS attacks that occur despite reasonable security measures; government measures, sanctions and export restrictions; illness or unavailability of staff that cannot be covered in time; strikes; fire, flooding and natural disasters; and failures of third parties engaged by Ubert insofar as they themselves are affected by force majeure.

- 17.2 During force majeure Ubert's obligations are suspended. If the force majeure lasts longer than sixty days, either Party may rescind the Agreement In Writing for the part not yet performed, without being liable for damages. Performance already rendered is settled proportionately.

Article 18 — Staff and non-solicitation

- 18.1 During the Agreement and for twelve months thereafter, the Client will not employ, or otherwise directly or indirectly have work for it, staff or engaged freelancers of Ubert who were involved in the performance of the Agreement, without Ubert's prior consent In Writing. Ubert observes the same obligation with respect to the Client's staff. This paragraph does not apply insofar as article 9a of the Dutch Placement of Personnel by Intermediaries Act (Waadi) precludes it. In that case the Client instead owes the reasonable compensation of article 9a(2) Waadi, equal to the costs of recruitment and training of the worker concerned demonstrably incurred by Ubert.
- 18.2 In the event of a breach of paragraph 1, the breaching Party owes the other Party compensation of € 25,000 per breach, immediately due and payable, without prejudice to the right to claim compensation for the actual loss suffered insofar as it is higher.

Article 19 — Subsidies and financing

- 19.1 Ubert has a subsidy partner from its network review subsidies, schemes and financing options for a project. This is an obligation to use reasonable efforts; Ubert does not guarantee that a subsidy or financing is available, will be granted or will be paid out.
- 19.2 The application, accountability and compliance with subsidy conditions are the Client's responsibility, unless the Proposal provides otherwise. Costs of assistance with an application are agreed In Writing in advance.
- 19.3 The Client's payment obligations towards Ubert do not depend on the granting or payment of a subsidy or financing.

Article 20 — Insurance

- 20.1 During the performance of Agreements Ubert maintains professional liability insurance and business liability insurance customary for a business of its nature and size. On request Ubert provides evidence of cover.

Article 21 — Complaints and disputes

- 21.1 The Client reports complaints about the Services or the Work to Ubert In Writing within fourteen days after discovering the failure or after it could reasonably have discovered it, with a clear description. Ubert responds within five Business Days substantively or with a plan.
- 21.2 The Parties make efforts to resolve disputes by mutual consultation before going to court. At the request of either Party a meeting between representatives with decision-making authority is held within four weeks. The Parties may jointly decide on mediation.
- 21.3 All legal relationships between the Parties are governed exclusively by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 21.4 All disputes not resolved by mutual consultation are submitted exclusively to the competent court of the district in which Ubert has its principal place of business, as stated in the header of these terms.
- 21.5 If the Client is, at the time the Agreement is concluded, established outside the European Union, the United Kingdom, Switzerland, Norway or Iceland, disputes are, by way of derogation from paragraph 4, settled by arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (NAI), by one arbitrator, with Amsterdam as the place of arbitration and English as the language, unless the Parties agree otherwise In Writing.

Article 22 — International Clients

- 22.1 These terms and articles 21.3 to 21.5 (choice of law, choice of forum and arbitration) also apply to Clients established outside the Netherlands. With the choice of forum the Parties intend an exclusive choice of court within the meaning of Regulation (EU) 1215/2012 (Brussels I recast), the Lugano Convention 2007 and the Hague Choice of Court Convention 2005.
- 22.2 Ubert provides the English translation of these terms in accordance with the introduction and otherwise on request, for information. In case of conflict the Dutch text prevails. Communication may take place in Dutch or English; Business Days and times are Dutch time.
- 22.3 Invoicing and payment take place in euros. Bank charges, exchange differences and withholding taxes are for the Client's account, such that Ubert receives the full invoice amount. For Clients in other EU member states with a valid VAT identification number the VAT is reverse-charged; Clients outside the EU are themselves responsible for the taxes due in their country.

- 22.4 The Client warrants that it and its ultimate beneficial owners are not listed on sanctions lists of the European Union, the United Nations, the United Kingdom or the United States, and that the use of the Work does not violate export and sanctions regulations. Ubert may suspend or terminate performance if it reasonably suspects that this requirement is not met.
- 22.5 The Client is responsible for compliance with the laws and regulations applicable in its own country for the use of the Work, including data protection and AI regulation, insofar as they deviate from or supplement European regulation.

Article 23 — Amendment of these terms

- 23.1 Ubert may amend these terms. Amended terms apply to new Agreements from the date of publication at ubert.online/voorwaarden.
- 23.2 For current Agreements, amended terms apply thirty days after Ubert has announced the amendment to the Client In Writing. If the amendment materially worsens the Client's position, the Client may terminate the Agreement concerned as of the date on which the amendment takes effect, without a termination fee; until that date the previous terms continue to apply.

Article 24 — Final provisions

- 24.1 The Client may not transfer rights and obligations under the Agreement to a third party without Ubert's consent In Writing. If several (legal) persons jointly act as Client, they are jointly and severally liable for the performance of the Agreement. Ubert may transfer its rights and obligations to a legal successor or to a company within its group, provided the continuity of the Services is safeguarded.
- 24.2 The Parties may send each other messages, accept Proposals and sign Agreements electronically. Between the Parties an e-mail and a digital signature have the same evidential value as a signed paper document.
- 24.3 Ubert's records, including time registrations, log files and delivery confirmations, constitute full evidence between the Parties of the work performed and messages sent, subject to evidence to the contrary.
- 24.4 Ubert may inform the Client about developments, updates and security advice relevant to the Agreement. Ubert sends commercial messages only with the Client's consent.
- 24.5 These terms bear the version number and date stated in the header. The version applicable to the Agreement is the version in force at the time the Agreement was concluded, unless a later version has become applicable in accordance with article 23.

Part B — Special provisions per service

The provisions in Part B apply in addition to Part A, insofar as the service concerned forms part of the Agreement. In case of conflict between Part A and Part B, Part B prevails.

Article B1 — AI Scan and Core Session

- B1.1 The AI Scan is an automated tool. Ubert is not liable for decisions the Client takes solely on the basis of the AI Scan. The answers and the report of the AI Scan are stored and processed as described in the privacy statement at ubert.online/privacy.
- B1.2 The Core Session is performed at the Client's premises, on a date agreed in consultation, by one or more Ubert staff members. The Client ensures that the relevant staff and systems are available during the session.
- B1.3 The Core Report contains Ubert's findings, a list of priorities and a go/no-go recommendation per opportunity. The Core Report is advice based on the information available during the session; it contains no guarantee of the feasibility, costs or returns of an opportunity. The Core Report is intended for internal use by the Client and may not be made available to third parties without Ubert's consent, with the exception of the Client's advisers.
- B1.4 After the Core Session the Client is not obliged to award Ubert a follow-up assignment. Ubert is not obliged to accept a follow-up assignment.
- B1.5 A scheduled Core Session may be rescheduled free of charge up to five Business Days before the date. In the event of cancellation or rescheduling within five Business Days before the date, the Client owes fifty percent of the Core Session fee; in the event of cancellation on the day itself or no-show, the full fee. Rescheduling at Ubert's initiative is free of charge.
- B1.6 Recordings or AI transcriptions of the Core Session, of conversations or of training sessions are made only with the Client's prior consent; the Client informs the staff concerned. Ubert processes such recordings and transcriptions solely to draw up the Core Report or the Service concerned and deletes them within thirty days after delivery thereof, unless agreed otherwise.

Article B2 — Development of Custom Work, automations and AI Systems

- B2.1 Ubert develops Custom Work on the basis of the scope, functionality and assumptions described in the Proposal. Specifications not laid down in the Proposal or in a change agreed In Writing do not form part of the assignment.

- B2.2 Within the assumptions of the Proposal, Ubert determines the technical design of the Work, including the choice between code and no-code solutions and the choice of Third-Party Materials. In doing so Ubert opts for mainstream, transferable technology.
- B2.3 Work is delivered in the environment and on the infrastructure laid down in the Proposal. The Client provides the required accounts, licences and access, unless it has been agreed that Ubert arranges these from the AI Budget.
- B2.4 Testing by Ubert takes place in a test or acceptance environment and in the Client's practice. The Client cooperates in this, including by providing representative test data and making staff available for practical tests.
- B2.5 Documentation consists of a description of the design, the main components, the integrations and the management and user instructions, in a scope appropriate to the nature and size of the Work. More extensive documentation is provided only if laid down in the Proposal.
- B2.6 Integrations with third-party systems depend on the availability, stability and terms of those systems and their interfaces. Changes to them after delivery do not fall under remedy.

Article B3 — Licences, SaaS and hosting

- B3.1 If Ubert delivers Work under the licence model or hosts Work for the Client or makes it available as a service, Ubert uses reasonable efforts to ensure good availability, without guaranteeing a specific availability percentage, unless a service level is laid down in the Proposal.
- B3.2 Ubert may change, update or temporarily take the Work and the underlying infrastructure out of service for maintenance, security or improvement. Where possible Ubert announces planned maintenance at least two Business Days in advance and preferably performs it outside Business Days.
- B3.3 If Ubert provides hosting, it makes backups at reasonable intervals of the data it hosts for the Client. The frequency and retention period of backups are laid down in the Proposal; failing that, a daily backup with a retention period of thirty days applies.
- B3.4 The Client does not use hosted services in a way that harms the service, other users or third parties or that violates the law or the terms of providers of Third-Party Materials. Ubert may temporarily restrict access in the event of misuse or a security risk.

- B3.5 Licence and hosting fees are due periodically in accordance with the Proposal. At the end of the licence or hosting, article 16 on the export and deletion of data applies.
- B3.6 Insofar as Ubert provides a data processing service within the meaning of Regulation (EU) 2023/2854 (Data Act), the mandatory provisions of that regulation on switching to another service and terminating the service — including the maximum notice period, the transitional period, export in an open format and the limitation of switching charges — prevail over this article and article 16. For Work the majority of which has been custom-built for the Client and which is not offered at broad commercial scale via a service catalogue, the obligations listed in article 31(1) of the Data Act do not apply; Ubert hereby informs the Client of this before the conclusion of the Agreement.

Article B4 — Service Subscription, maintenance and support

- B4.1 A Service Subscription comprises the services described in the Proposal, such as remedying defects, security updates, updating Third-Party Materials, monitoring, user support and further development within an agreed number of hours per month.
- B4.2 Support is provided on Business Days via the channels laid down in the Proposal. Response and resolution times are indicative, unless a service level with specific times has been agreed in the Proposal.
- B4.3 A Service Subscription does not cover: remedying defects caused by changes by parties other than Ubert, incorrect use, or changes in systems, data or Third-Party Materials not managed by Ubert; developing new functionality beyond the agreed hours; and work resulting from changed laws and regulations, unless agreed otherwise and with the exception of adaptations Ubert requires as provider within the meaning of article 12 paragraph 5 to comply with its own statutory obligations. Such work is performed as additional work after approval In Writing.
- B4.4 Unused subscription hours lapse at the end of the month, unless the Proposal provides otherwise.
- B4.5 Without a Service Subscription Ubert is not obliged to provide maintenance or support after the remedy period of article 10, but may perform such work on request as additional work.

Article B5 — Training and guidance

- B5.1 Training and guidance are provided on the dates, at the location and for the number of participants laid down in the Proposal. The Client provides a suitable room, the required equipment and the attendance of the participants.
- B5.2 Training material remains Ubert's intellectual property. The Client may use the material within its organisation for the participants and their colleagues; the material may not be provided to third parties or used for commercial purposes.
- B5.3 For rescheduling or cancelling training dates, the arrangement in article B1 paragraph 5 applies accordingly.
- B5.4 Ubert does not guarantee that participants have reached a particular level of knowledge after a training. The Client remains responsible for the AI literacy of its organisation within the meaning of the AI Regulation.

Article B6 — Compliance support

- B6.1 Where Ubert supports compliance, including determining the risk class of an AI System, setting up transparency, logging and human oversight and mapping data processing operations, it does so on the basis of its technical expertise and the insights and guidelines applicable at that time.
- B6.2 Ubert does not provide legal advice and gives no guarantee that an AI System or processing operation complies with all applicable laws and regulations. Assessing whether the Client's organisation complies with the AI Regulation, the GDPR and sector regulation remains the responsibility of the Client, who obtains specialised legal advice where necessary. Ubert may recommend parties from its network for this; those parties contract directly with the Client.
- B6.3 Documentation Ubert draws up in the context of compliance is based on the information provided by the Client and on the state of the Work at the time of drafting. The Client keeps that documentation up to date when use, data or organisation change.

Annex 1 — Data processing terms

This annex applies insofar as Ubert, as processor, processes personal data on behalf of the Client as controller, within the meaning of article 28 GDPR. Terms from the GDPR have the same meaning in this annex.

1. Subject matter, nature and purpose of the processing

- 1.1 Ubert processes personal data solely for the performance of the Agreement: designing, building, testing, implementing, hosting, maintaining and supporting the Work, and providing support.
- 1.2 Unless the Proposal provides otherwise, the processing concerns the following categories of data subjects: employees, customers, suppliers and end users of the Client; and the following categories of personal data: name, address, contact, communication, transaction and usage data. The processing lasts for the duration of the Agreement plus the period of article 16 of the terms. Special categories of personal data are processed only if expressly agreed.
- 1.3 As controller the Client has the rights and obligations conferred on it by the GDPR, including giving instructions and monitoring compliance with this annex.

2. Instructions

- 2.1 Ubert processes personal data solely on the basis of the Client's instructions In Writing, including the Agreement, unless Union or Dutch law requires Ubert to process; in that case Ubert informs the Client in advance, unless the law prohibits this.
- 2.2 Ubert informs the Client if, in its opinion, an instruction infringes the GDPR or other data protection provisions.

3. Confidentiality and security

- 3.1 Ubert ensures that persons processing personal data under its authority are bound by confidentiality.
- 3.2 Ubert takes appropriate technical and organisational measures as referred to in article 32 GDPR, including access management on the principle of least privilege, encryption of data in transit and where possible at rest, logging, separation of environments, secure development practices and a policy for reporting and handling incidents. On request Ubert describes the measures taken.

4. Sub-processors

- 4.1 The Client gives Ubert general authorisation to engage sub-processors. Ubert maintains an up-to-date list of sub-processors, which it provides on request. These may include providers of hosting and databases, providers of AI models, providers of e-mail services and providers of monitoring and development tools.

- 4.2 Ubert informs the Client In Writing of intended additions or replacements of sub-processors. The Client may object with reasons within fourteen days. If the Parties cannot reach agreement, the Client may terminate the relevant part of the Agreement without a termination fee.
- 4.3 Ubert imposes on sub-processors obligations at least equivalent to those in this annex and remains responsible to the Client for their performance.

5. Transfers outside the EEA

- 5.1 Ubert preferably processes personal data within the European Economic Area. The Client hereby instructs Ubert that a transfer to a country outside the EEA is permitted, for example because a provider of AI models or another sub-processor is established there, provided Ubert ensures a valid transfer mechanism, such as an adequacy decision (including the EU-US Data Privacy Framework) or the standard contractual clauses of the European Commission, with supplementary measures where necessary.

6. Assistance to the Client

- 6.1 Taking into account the nature of the processing and the information available, Ubert provides the Client with reasonable assistance in responding to requests from data subjects, in carrying out data protection impact assessments, in prior consultation of the supervisory authority and otherwise in complying with articles 32 to 36 GDPR. Assistance beyond what may reasonably be expected of a processor is charged at the agreed hourly rates; Ubert provides that assistance even without prior approval of additional work if a statutory time limit so requires.

7. Personal data breaches

- 7.1 Ubert reports a personal data breach affecting the Client's data processed by it without undue delay, and at the latest within 48 hours after Ubert discovered the breach, to the Client's contact person, with the information then available about the nature of the breach, the data and data subjects concerned, the likely consequences and the measures taken or proposed. Ubert supplements that information as soon as more is known.
- 7.2 Notification to the supervisory authority and to data subjects is the Client's responsibility. Ubert does not make such notifications itself, unless the Client requests it In Writing or the law obliges Ubert to do so.

8. Audit

- 8.1 Ubert makes available to the Client all information necessary to demonstrate compliance with this annex. The Client may carry out or have carried out an audit at most once a year, or more often if a supervisory authority so requires or after a breach, by an auditor designated by it and bound by confidentiality, after notice of at least thirty days, on Business Days and without unreasonably disrupting Ubert's operations. The Client bears the costs of the audit; the reasonable costs of Ubert's cooperation are charged as additional work, unless the audit demonstrates a material failure by Ubert.

9. End of the processing

- 9.1 After the end of the Agreement Ubert deletes the personal data or returns them in accordance with article 16 of the terms, at the Client's choice, and deletes existing copies, unless storage is required by law.

10. Liability

- 10.1 Article 15 of the terms applies to the liability of the Parties under this annex, on the understanding that the limitations do not apply insofar as article 82 GDPR does not permit them.