General Terms and Conditions Business Continuity Partners

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Version: 1.3 | Effective date: 2026 | Revised: 3 November 2026 (SLA Premium is renamed SLA Plus; previously revised on 22 October 2026 following the introduction of Azure Virtual Desktop and CSP consumption)

English translation of the Dutch-language original ("Algemene Voorwaarden Business Continuity Partners"). In case of any discrepancy between this translation and the Dutch original, the Dutch original prevails.

Article 1 — Definitions

In these general terms and conditions, the following terms shall have the following meanings:

- BCP: Business Continuity Partners, a trade name of BridgeCloud IT B.V., having its registered office in Lelystad, the Netherlands, registered with the Dutch Chamber of Commerce (KvK) under number 42120473.
- Client: any natural or legal person who enters, or negotiates entering, into an agreement with BCP.
- Services: all services provided or to be provided by BCP, as described in the Agreement, the Pillar documents and the Service documents.
- Agreement: any written or electronic agreement between BCP and the Client, including order confirmations, quotations and annexes thereto.
- SLA: Service Level Agreement, the document setting out the quality and availability commitments for the Services.
- Additional Work: work that falls outside the agreed scope, including work designated in the Service documents or the SLA as additional work or as not included.
- Pillar: a category of BCP services (Workspace, Shield, Vault or Advisory).
- Platform Supplier: a supplier of software, licences or cloud platforms that provides these under its own terms, such as Microsoft, ESET and Veeam. A Platform Supplier is not a subcontractor.
- In writing: communication by letter, e-mail or via the BCP ticket portal.

Article 2 — Applicability

2.1 These general terms and conditions apply to all offers, quotations, agreements and services provided by BCP.

2.2 The applicability of any purchasing or other terms and conditions of the Client is expressly rejected, unless BCP has agreed thereto in writing.

2.3 Deviations from these terms and conditions are only valid if expressly agreed in writing.

2.4 If any provision of these terms and conditions is void or voidable, the remaining provisions shall remain in full force and effect.

2.5 If documents contradict each other, the quotation or Agreement prevails, followed by the SLA, then the product and service catalogues, and finally these general terms and conditions. The quotation states which version of the catalogues and the SLA applies.

Article 3 — Offers and formation of the agreement

3.1 All offers and quotations from BCP are without obligation, unless expressly stated otherwise. A quotation lapses after 30 calendar days, unless stated otherwise.

3.2 The Agreement is formed upon written acceptance of the quotation by the Client, or upon commencement of the provision of services by BCP at the Client's request.

3.3 BCP is not obliged to enter into an agreement with every Client. BCP reserves the right to decline an assignment without stating reasons.

Article 4 — Provision of services

4.1 BCP shall provide the Services to the best of its ability and in accordance with the standards customary in the industry (an obligation of effort, unless an obligation of result has been expressly agreed in writing).

4.2 The Services described in the Pillar and Service documents form an integral part of the Agreement.

4.3 BCP is entitled to have the Services (partly) performed by third parties, while remaining responsible for the quality thereof. This does not apply to Platform Suppliers.

4.4 All work is carried out in accordance with reasonableness and fairness. Work exceeding the agreed scope is deemed Additional Work and shall be invoiced separately at an hourly rate of €150 excluding VAT, unless the Service catalogue states a different rate for a specific service.

4.5 BCP reserves the right to carry out maintenance work outside scheduled maintenance windows in the event of urgent updates, vulnerabilities or security incidents. BCP shall inform the Client as soon as possible.

4.6 A delivery is deemed accepted upon written acceptance by the Client, or 10 working days after delivery if the Client has not submitted a reasoned complaint within that period. Any aftercare period starts on the date of acceptance; its extent is set out in the Service documents.

4.7 Microsoft services that BCP provides through the CSP programme are also subject to Microsoft's terms, including the Microsoft Customer Agreement. The Client accepts those terms and authorises BCP to accept them on the Client's behalf.

Article 5 — Client's obligations

5.1 The Client shall provide BCP in a timely manner with all information, access and cooperation reasonably necessary for the performance of the Services.

5.2 The Client shall appoint the number of contact persons required by the SLA (Standard at least 1, Plus at least 2), who are authorised to act on the Client's behalf, and shall request support exclusively through them. BCP does not provide end-user support, unless agreed in writing.

5.3 The Client is responsible for managing its own user data, passwords and access rights, unless expressly managed by BCP.

5.4 The Client may not make changes to environments managed by BCP without BCP's prior written consent. Damage or incidents resulting from unauthorised changes shall be borne by the Client.

5.5 The Client is responsible for the accuracy and completeness of the information it provides.

5.6 The Client is responsible for its own applications (installation, updates and reinstallation after a redeployment), for holding suitable third-party licences, including a suitable Microsoft licence, and for complying with the associated licence terms.

Article 6 — Prices, invoicing and payment

6.1 All prices are exclusive of VAT, unless expressly stated otherwise.

6.2 Subscription services (Managed) are invoiced monthly in advance. Consumption-based costs, such as Azure consumption via CSP, are invoiced monthly in arrears. One-off services are invoiced on or after delivery.

6.3 The payment term is 30 calendar days from the invoice date, unless otherwise agreed.

6.4 In the event of late payment, the Client shall be in default by operation of law and BCP shall be entitled to charge the statutory commercial interest rate (Section 6:119a of the Dutch Civil Code) as well as reasonable extrajudicial collection costs.

6.5 BCP is entitled to suspend the provision of services in the event of a payment arrears of more than 30 days, following prior written notice of default.

6.6 BCP is entitled to index the rates annually, based on the Dutch consumer price index (CPI) published by Statistics Netherlands (CBS) or a comparable index, with a maximum of 5% per year. BCP shall announce a price increase in writing at least 30 days in advance. BCP may pass on suppliers' price changes to costs that are passed through, such as Microsoft licences and Azure consumption, from the moment the supplier implements them, and shall announce them as soon as reasonably possible. The 5% maximum applies only to BCP's own rates.

Article 7 — Term and termination

7.1 Agreements for continuous services are entered into for a minimum term of 12 months, unless otherwise agreed in writing.

7.2 After the minimum term, the Agreement is automatically renewed for successive periods of 12 months, unless either party terminates the Agreement in writing with due observance of a notice period of one (1) calendar month before the end of the then-current contract period.

7.3 BCP is entitled to terminate the Agreement with immediate effect if the Client is granted a suspension of payments, has filed for bankruptcy, or fails to fulfil its obligations despite having been given notice of default.

7.4 Upon termination of the Agreement, BCP shall, at the Client's request, provide a final handover of management data and documentation, against the applicable hourly rate.

7.5 An Azure subscription that BCP provides through the CSP programme is held in the Client's name; BCP has delegated access only. Upon termination of the Agreement, BCP shall, at the Client's request, transfer the billing of the subscription free of charge within 30 days to the Client or to a CSP partner designated by the Client. Other work, such as migration or additional documentation, is Additional Work. Consumption up to the transfer date is invoiced in arrears; after transfer and payment, BCP revokes its delegated access.

Article 8 — Liability

8.1 BCP's liability for direct damage is limited to the amount paid out by BCP's liability insurance in the relevant case. If no insurance payment is made, liability is limited to the amount the Client has paid to BCP for the relevant service in the 12 months preceding the event giving rise to the damage.

8.2 BCP is not liable for indirect damage, consequential damage, loss of profit, missed savings or damage due to business interruption.

8.3 BCP is not liable for damage resulting from: (a) shortcomings in the own products or services of Platform Suppliers, such as an outage at Microsoft, ESET or Veeam, insofar as these do not result from incorrect configuration or management by BCP; BCP shall use reasonable efforts to limit the consequences and shall inform the Client in good time; (b) force majeure; (c) unauthorised changes made by the Client; (d) incomplete or incorrect information provided by the Client.

8.4 The Client shall indemnify BCP against claims by third parties who suffer damage in connection with the Services provided by BCP, insofar as such damage is not attributable to BCP.

Article 9 — Data protection and privacy (GDPR)

9.1 BCP processes personal data in accordance with the General Data Protection Regulation (GDPR) and applicable Dutch legislation.

9.2 If, in the context of the Services, BCP processes personal data on behalf of the Client (as processor), the parties shall enter into a Data Processing Agreement in accordance with Article 28 GDPR before processing starts. The Data Processing Agreement is attached to the quotation, forms an integral part of the Agreement and contains an overview of the sub-processors engaged by BCP.

9.3 BCP shall take appropriate technical and organisational measures to secure personal data.

9.4 BCP shall notify the Client of a data breach affecting the Client as soon as possible (at the latest within 24 hours of discovery), so that the Client can comply with its obligation to notify the Dutch Data Protection Authority.

Article 10 — Intellectual property

10.1 All intellectual property rights to documents, reports, configurations, scripts and tooling developed by BCP shall vest in BCP, unless expressly agreed otherwise in writing.

10.2 The Client obtains a non-exclusive right of use to the documentation and reports delivered to it, for internal use only.

10.3 The Client is not permitted to sell, sublicense or otherwise make available to third parties the products delivered by BCP without BCP's prior written consent.

Article 11 — Force majeure

11.1 BCP is not obliged to fulfil any obligation if prevented from doing so as a result of force majeure.

11.2 Force majeure includes circumstances beyond BCP's control, including failures of third-party suppliers (Microsoft, ESET, Veeam, internet providers), DDoS attacks, government decisions, extreme weather conditions and pandemics.

11.3 If the force majeure situation continues for more than 30 calendar days, both parties are entitled to dissolve the Agreement in writing, without any right to compensation.

Article 12 — Confidentiality

12.1 Both parties undertake to keep confidential all confidential information received from the other party in connection with the Agreement.

12.2 This obligation does not apply to information that (a) is or becomes public other than through an act or omission of the receiving party, (b) was already known to the receiving party, or (c) must be disclosed pursuant to a statutory obligation.

12.3 BCP treats all information about the Client's IT environment, contracts and business operations as strictly confidential.

Article 13 — Complaints

13.1 Complaints about the Services must be submitted to BCP in writing as soon as possible, and at the latest within 14 calendar days after discovery.

13.2 BCP shall handle complaints within 10 working days of receipt. If a complaint requires more time, BCP shall inform the Client accordingly.

13.3 Filing a complaint does not suspend the Client's payment obligation.

Article 14 — Governing law and disputes

14.1 All agreements and disputes between BCP and the Client are governed by the laws of the Netherlands.

14.2 Disputes shall preferably be resolved amicably. If this is not possible, disputes shall be submitted to the competent court in the district in which BCP is established (Lelystad).

14.3 The parties may agree to submit disputes to a recognised mediator before resorting to the courts.

Article 15 — Amendment of these terms and conditions

15.1 BCP reserves the right to unilaterally amend these general terms and conditions. Amendments shall be communicated to the Client in writing at least 30 days before they take effect.

15.2 If the Client does not accept the amendment, it is entitled to terminate the Agreement in writing as of the date on which the amendment takes effect.

Filed with the Dutch Chamber of Commerce (Kamer van Koophandel) under number 42120473.

The most current version of these terms and conditions is available at businesscontinuitypartners.nl.