Standard Terms and Conditions

Umbraic B.V.

Last updated: 05/11/25
Governing law: The Netherlands

1. Definitions and Scope

1.1 Definitions

For the purposes of these Terms and Conditions ("**Terms**"):

- "**Agreement**" means the legally binding contract between Umbraic B.V. ("**Umbraic**") and the Client concerning the provision of the Software and Services, including any proposal or order form accepted by the Client.
- "**Client**" means any legal entity or organisation entering into an Agreement with Umbraic for the use of the Software or related Services.
- "**Software**" means Umbraic's AI-native compliance platform and all related components, tools, and functionality made available to the Client.
- "**Services**" means any technical, analytical, or compliance-related services provided by Umbraic under the Agreement.
- "**Confidential Information**" means any non-public information disclosed by either Party in connection with the Agreement.
- "**Personal Data**", "**Controller**", and "**Processor**" have the meanings given under the General Data Protection Regulation (Regulation (EU) 2016/679, "**GDPR**").
- "**Trial Period**" means the initial evaluation period specified in the proposal.

1.2 Scope

These Terms apply to all offers, proposals, and Agreements between Umbraic and the Client relating to the Software or Services. Acceptance of a proposal or use of the Software constitutes full acceptance of these Terms.

2. Formation and Term of Agreement

2.1 The Agreement is formed upon the Client's signature.

2.2 The Agreement commences on the Effective Date stated in the contract and continues for the initial term specified therein, including any applicable Trial Period.

3. Services and Access

3.1 Umbraic may update or improve the Software at its discretion, provided the core functionality and compliance intent remain consistent.

4. Fees and Payment Terms

4.1 Fees are stated in the applicable proposal or agreement. All fees are **exclusive of VAT** and other applicable taxes.

4.2 Unless otherwise agreed, invoices are payable within **thirty (30) days** from the invoice date.

4.3 Trial Period fees, if any, are refundable only if the Client terminates within the trial period.

4.5 In the event of late payment, Umbraic may charge statutory commercial interest and suspend access to the Software until payment is received.

5. Confidentiality

5.1 Each Party shall treat all Confidential Information received from the other as strictly confidential and shall not disclose it to third parties except as necessary to perform the Agreement or as required by law.

5.2 The confidentiality obligations survive termination of the Agreement for a period of five (5) years.

6. Data Protection and Security

6.1 The Parties acknowledge that, for the purposes of the GDPR, the Client acts as **Controller** and Umbraic acts as **Processor**.

6.2 Umbraic shall process Personal Data solely on behalf of the Client.

6.3 Umbraic shall implement appropriate technical and organisational measures to ensure the security and integrity of data.

6.4 Umbraic ensures that Client data is **never used to train or fine-tune AI models** and remains within secure environments.

6.5 Umbraic shall not be liable for unauthorised access or breaches resulting from third-party actions **beyond its reasonable control**.

6.6 Umbraic may collect and use anonymised, aggregated usage statistics and performance metrics to improve its Software and Services, provided that such data cannot identify the Client or its users.

6.7 Umbraic's Privacy Policy, available on our website at https://www.umbraic.com/Privacy_Policy.pdf, forms an integral part of these Terms and Conditions.

7. Intellectual Property Rights

7.1 All intellectual property rights relating to the Software, algorithms, documentation, and any modifications or enhancements remain the exclusive property of Umbraic.

7.2 The Client retains ownership of its data processed through the Software.

7.3 Umbraic grants the Client a **limited, non-exclusive, non-transferable, revocable licence** to use the Software during the Agreement term.

7.4 No rights are granted to Umbraic's source code, underlying models, or trade secrets.

8. Use Restrictions

8.1 The Client shall not copy, modify, decompile, or reverse-engineer the Software.

8.2 The Software may not be resold, sublicensed, or made available to third parties without Umbraic's prior written consent.

9. Support and Availability

9.1 Umbraic shall provide support and availability commitments solely as set out in the Service Level Agreement ("SLA"), available at https://umbraic.com/Service_Level_Agreement.pdf.

10. Regulatory Responsibility

10.1 The Software assists Clients in preparing and managing documentation for submission to regulatory authorities. The Client remains solely responsible for the **accuracy, completeness, and compliance** of all submissions and declarations.

10.2 Umbraic does not review, verify, or assume responsibility for any regulatory filings or communications produced using the Software.

10.3 Umbraic provides **technical and analytical assistance only** and does not provide legal, regulatory, or financial advice.

11. Limitation of Liability

11.1 Umbraic's total liability arising out of or in connection with the Agreement, whether in contract, tort, or otherwise, shall not exceed the total fees paid by the Client in the **twelve (12) months** preceding the event giving rise to the claim.

11.2 Umbraic shall not be liable for any **indirect, consequential, or incidental damages**, including loss of profit, revenue, data, or goodwill.

11.3 The above limitations shall not apply in cases of **gross negligence or wilful misconduct** by Umbraic.

12. Force Majeure

12.1 Umbraic shall not be liable for delays or failures in performance caused by circumstances beyond its reasonable control, including but not limited to natural disasters, internet outages, strikes, or acts of war.

13. Termination

13.1 Either Party may terminate the Agreement for material breach if such breach remains uncured thirty (30) days after written notice.

13.2 Umbraic may terminate the Agreement with immediate effect if the Client:

    (a) fails to pay any amount due within 45 days of invoice; or

    (b) violates applicable laws or regulatory obligations.

13.3 Upon termination, the Client's right to access the Software ceases immediately, and all outstanding amounts become payable.

13.4 Upon request, Umbraic shall provide the Client with a final export of its data within thirty (30) days of termination.

14. Feedback and Improvements

14.1 The Client may provide suggestions or feedback regarding the Software. Umbraic shall have a **perpetual, worldwide, royalty-free, irrevocable licence** to use such feedback for product improvement, without obligation of compensation.

15. Independent Contractor

15.1 Umbraic acts as an independent contractor and not as an agent, partner, or employee of the Client. Nothing in the Agreement creates a joint venture or employment relationship.

16. Amendments and Notifications

16.1 Umbraic may amend these Terms by providing written notice at least **thirty (30) days** before the Effective Date.

16.2 If the Client objects in writing within that notice period and the change materially affects the Client's rights or obligations, the Client may terminate the Agreement on thirty (30) days' notice and receive a pro-rata refund of prepaid, unused fees.

16.3 Continued use of the Software after the effective date constitutes acceptance of the amended Terms.

17. Governing Law and Jurisdiction

These Terms and any disputes arising out of or relating to them shall be governed by and construed in accordance with **Dutch law**. The Parties agree to submit all disputes exclusively to the **competent courts of Amsterdam, the Netherlands**.

18. Severability and Waiver

If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall continue in full force and effect. Failure by either Party to enforce any provision shall not constitute a waiver of future enforcement.

19. Audit and Compliance Rights

Umbraic may, upon reasonable notice, request written confirmation or conduct a remote audit to verify the Client's compliance with licence restrictions. Any such audit shall not unreasonably disrupt the Client's operations and shall be at Umbraic's cost unless material non-compliance (>5%) is identified.