Spotix Terms of Service

Version 2026.12 · Effective 1 December 2026

At a glance

A summary for convenience. The full text below applies.

Topic	Summary	Clause
Who can use Spotix	Business customers only; no consumers	2.1
What Spotix does	Read-only, point-in-time analysis of Microsoft 365 and Azure configurations; no guarantee that all risks are detected	3
AI features	Off by default; your administrator decides whether to enable them; your data is not used to train AI models	7
Billing	Monthly or annually in advance; renews automatically; cancel any time with effect from the end of the billing period	8
Changes and discontinuation	30 days' notice for material changes, 90 days for discontinuation; pro-rata refund if you terminate for that reason	9, 10
Switching provider and data export	Export of your data; switching under the EU Data Act without switching charges	11
Liability	Limited to 12 times the monthly fee (or the annual fee), maximum EUR 25,000; no liability for free or trial use	15
Law and disputes	Dutch law. EU/EEA customers: courts of Oost-Brabant. Other customers: NAI arbitration in Amsterdam, in English	21

1. Definitions

In these Terms:

- **"Agreement"** means these Terms, the Data Processing Agreement and any Order Form, each as accepted by Customer.
- **"AI Features"** means the optional features of the Service described in section 7.
- **"Client"** means a client of Customer whose Tenant Customer connects to the Service in the context of Managed Service Use.
- **"Cloud171"** means Cloud171 B.V., a private limited company incorporated under Dutch law, having its office address at Steenovenweg 5, 5708 HN Helmond, the Netherlands, registered with the Dutch Chamber of Commerce under number 91841755, trading as Spotix.
- **"Customer"** means the legal entity that enters into the Agreement with Cloud171.
- **"Customer Data"** means all data that Cloud171 collects from Customer's Microsoft 365 and Azure environments on Customer's behalf, or that Customer submits to the Service. This includes Output, to the extent that Output contains such data.
- **"Data Processing Agreement"** or **"DPA"** means the data processing agreement available at spotix.io/dpa, which forms part of the Agreement.
- **"Documentation"** means the product documentation and help texts that Cloud171 makes available for the Service.

- **"Fees"** means the fees payable by Customer for the Service.
- **"GDPR"** means Regulation (EU) 2016/679 (General Data Protection Regulation).
- **"Managed Service Use"** means the use of the Service by Customer to provide services to its Clients, as described in section 4.3.
- **"Order Form"** means a written or electronic order, quote or subscription confirmation accepted by both parties that refers to these Terms.
- **"Output"** means scan results, scores, findings, reports, recommendations and other results that the Service generates for Customer.
- **"Privacy Policy"** means Cloud171's privacy policy available at spotix.io/privacy.
- **"Service"** means the Spotix cloud intelligence platform, including the Documentation and any AI Features that Customer has enabled.
- **"Spotix IP"** has the meaning given in section 12.1.
- **"Subscription Term"** means the period for which Customer has subscribed to the Service, including any renewal.
- **"Tenant"** means a Microsoft 365 or Azure tenant that is connected to the Service.

2. Parties, scope and acceptance

2.1 **Business use only.** The Service is offered exclusively to legal entities and other organisations acting in the course of a profession or business. It is not available to consumers. The individual who accepts these Terms on behalf of Customer represents that they are authorised to bind Customer.

2.2 **Acceptance.** Customer accepts these Terms and the DPA by ticking the acceptance box when creating an account or when a new version is presented, or by signing an Order Form. Cloud171 makes the applicable version of these Terms and the DPA available before acceptance in a format that Customer can store and reproduce (PDF). Cloud171 records each acceptance (user, organisation, date and time, version and IP address).

2.3 **No other terms.** These Terms apply to all offers by Cloud171 and to the Agreement. The applicability of any purchasing or other general terms and conditions of Customer is expressly rejected. This also applies where those terms are referenced in a purchase order, a supplier registration or a similar document.

2.4 **Order of precedence.** In the event of any conflict between the documents forming the Agreement, the following order of precedence applies:

- (a) the Order Form, but only where it expressly deviates from a specific clause of these Terms;
- (b) the DPA, with respect to the processing of personal data, except that sections 15 (Limitation of liability) and 21 (Governing law and disputes) of these Terms always prevail, subject to Annex IV of the DPA;
- (c) these Terms;
- (d) the Documentation.

2.5 **Privacy Policy.** Cloud171's Privacy Policy describes how Cloud171 processes personal data as a controller (for example account and billing data). The Privacy Policy is provided for information purposes and does not form part of the Agreement.

3. The Service

3.1 **Description.** Spotix is a Software-as-a-Service platform that provides security, operations and cost insights for Microsoft 365 and Microsoft Azure environments. The Service connects to a Tenant with the permissions that Customer grants. It then collects configuration and inventory metadata, assesses it against the checks available in the Service at that time, and presents Output. Further details are set out in the Documentation.

3.2 **Nature of the Service.** Customer acknowledges that:

- (a) the Service performs **read-only** analysis and does not make changes to Customer's environments. Customer itself decides on, and carries out, any remediation;
- (b) Output reflects the state of a Tenant **at the time of the scan**, based on the information that the Microsoft APIs make available and on the permissions that Customer has granted;
- (c) the Service covers a defined set of checks and **does not detect all** vulnerabilities, misconfigurations, threats or cost savings;
- (d) Output is informational and does not constitute professional security, legal, audit or compliance advice;
- (e) the Service depends on third-party services, in particular Microsoft Graph and the Azure APIs, whose availability and functionality are outside Cloud171's control.

3.3 **Best efforts.** Cloud171 will use reasonable efforts to provide the Service with due care and in accordance with the Documentation. All obligations of Cloud171 under the Agreement are obligations of means (*inspanningsverplichtingen*), unless the Agreement expressly provides otherwise for a specific obligation. Cloud171 does not provide a service level or availability guarantee, unless agreed in an Order Form.

3.4 **Legal nature.** The Agreement is an agreement for the provision of services (*overeenkomst van opdracht*). It is not a lease (*huur*) within the meaning of Article 7:201 of the Dutch Civil Code. Articles 7:404, 7:407(2), 7:408(1) and 7:409 of the Dutch Civil Code do not apply. Customer may not terminate a Subscription Term prematurely, except as expressly provided in the Agreement.

3.5 **Maintenance.** Cloud171 may temporarily take the Service out of operation, in whole or in part, for maintenance, updates or security reasons. Cloud171 will keep such interruptions as short as reasonably possible and, where feasible, schedule them outside European business hours and announce them in advance.

3.6 **Trial.** Cloud171 may offer a free trial of the Service for fourteen (14) days and for one (1) Tenant, unless otherwise stated in the Service. The trial is provided without any service commitments, and Cloud171 may end it at any time. If Customer does not convert to a paid subscription by the end of the trial:

- (a) Cloud171 deletes the credentials provided for the Tenant within five (5) business days; and
- (b) Cloud171 deletes Customer Data within thirty (30) days.

Section 15.4 applies to the trial.

4. Customer responsibilities and Tenant authorisation

4.1 **Authorisation.** Customer warrants that, for every Tenant it connects to the Service:

- (a) it is the owner of that Tenant or is otherwise lawfully authorised to have that Tenant analysed by the Service;
- (b) the person who grants consent or creates credentials for the Service in that Tenant has the necessary authority within the organisation that owns the Tenant.

Cloud171 relies on Microsoft's consent and authentication mechanisms and does not verify internal authority. Cloud171 is not liable for access that results from consent granted by a person who later proves not to have been authorised.

4.2 **Permissions and credentials.** Customer determines and manages the permissions it grants to the Service and the credentials (such as app registrations, client secrets and certificates) it provides. Customer will:

- (a) grant only the permissions described in the Documentation as required for the functionality it uses;
- (b) where the Service supports it, use certificate-based authentication;
- (c) rotate credentials in accordance with good practice;
- (d) revoke consent and credentials in its Tenant when it stops using the Service for that Tenant.

Revoking consent in the Tenant immediately ends the Service's access to that Tenant.

4.3 **Managed Service Use.** Customer may connect Tenants of its Clients and use the Service to provide services to those Clients (for example as a managed service provider). In that case Customer warrants that, for each Client:

- (a) Customer has a written agreement with the Client that authorises Customer to have the Client's Tenant analysed by the Service;
- (b) Customer has a data processing agreement with the Client within the meaning of Article 28 GDPR that permits Customer to engage Cloud171 as sub-processor on the terms of the DPA, and Customer has informed the Client of the sub-processors listed in Annex III of the DPA;
- (c) Customer remains solely responsible towards the Client for the services it provides, including any advice given and any actions taken on the basis of Output.

On Cloud171's reasonable request, Customer will provide evidence of (a) and (b). Clients have no rights against Cloud171 under the Agreement. Customer indemnifies Cloud171 in accordance with section 16.

4.4 **Own environment and remediation.** Customer remains solely responsible for the configuration, security, compliance and backups of its own environments. Customer remains responsible for every decision and action it takes on the basis of Output. Customer will assess and test any recommended change, in particular changes to identity, access and Conditional Access settings, before applying it in production.

4.5 **Cooperation.** Customer will provide the information and cooperation that Cloud171 reasonably needs to provide the Service.

5. Acceptable use

5.1 Customer will use the Service only for lawful business purposes and in accordance with the Agreement. Customer will not, and will not permit any third party to:

- (a) use the Service to gain unauthorised access to any system, network or data, or to analyse any Tenant without the authorisation referred to in section 4.1;
- (b) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of the Service, except to the extent permitted by mandatory law;
- (c) copy, modify, distribute, sell, rent, sublicense or create derivative works of the Service;
- (d) copy, replicate or attempt to recreate the features, functionality, user interface, check catalogue, help texts, check descriptions, scoring logic, remediation guidance or workflows of the Service, in whole or in part;
- (e) extract, scrape, crawl or otherwise collect content from the Service by automated means, except through an API that Cloud171 makes available and in accordance with its terms;
- (f) use the Service or Output to build, train or improve a competing product or service, or any machine learning model;
- (g) carry out security testing, penetration testing, vulnerability scanning or load testing against the Service or its infrastructure without Cloud171's prior written consent. Suspected vulnerabilities may be reported to security@spotix.io, as described at spotix.io/security. Such reporting does not authorise any testing;
- (h) publish benchmarks or comparisons of the Service without Cloud171's prior written consent. Internal evaluation, and sharing with Customer's auditors, insurers and regulators under a duty of confidentiality, are permitted;
- (i) remove, obscure or alter any proprietary notices;
- (j) interfere with or disrupt the integrity, performance or availability of the Service;
- (k) use the Service in violation of applicable sanctions or export control laws.

5.2 Cloud171 may take reasonable technical measures to monitor compliance with this section 5.

6. Accounts and security

6.1 Customer is responsible for its user accounts, for keeping login credentials confidential and for all activity under its accounts. Customer will use multi-factor authentication or single sign-on for all users where the Service supports it.

6.2 Customer will notify Cloud171 without undue delay at security@spotix.io of any suspected unauthorised use of its accounts, or of any suspected compromise of credentials it has provided to the Service.

6.3 Cloud171 may suspend access to the Service, in whole or in part, with immediate effect and without liability, to the extent reasonably necessary to prevent or contain a security incident, misuse or harm to the Service, to Customer or to other customers. This includes the suspension of credentials that Cloud171 suspects have been compromised. Cloud171 will inform Customer as soon as possible and will lift the suspension once the reason for it has ended.

7. AI Features

7.1 **Optional.** Certain features of the Service use a third-party AI model provider (currently Anthropic, PBC, United States) to generate summaries, explanations and remediation guidance. AI Features are **disabled by default**. They are enabled only when an administrator of Customer activates them in the Service, and Customer may deactivate them at any time. After deactivation, no further data is sent to the AI model provider.

7.2 **What is sent.** The DPA (Annex I and Annex III) describes which data are sent to the AI model provider when AI Features are enabled. Activation constitutes Customer's documented instruction to process those data for this purpose.

7.3 **Nature of AI output.** Customer acknowledges that AI-generated output:

- (a) is generated automatically;
- (b) may be inaccurate, incomplete or outdated;
- (c) may vary between requests;
- (d) is not tailored to the specific circumstances of Customer.

Customer will ensure appropriate human review before relying on AI-generated output, and will ensure that its users have sufficient AI literacy. AI-generated output is labelled as such in the Service.

7.4 **Changes.** Cloud171 may change, replace or withdraw AI Features or the AI model provider. A change of AI model provider is subject to the sub-processor procedure in the DPA.

7.5 **No training.** Cloud171 does not use Customer Data or Output to train or fine-tune AI models, and does not permit its AI model provider to do so. Under the AI model provider's commercial terms, data submitted through its API are not used to train its models.

8. Fees, payment and renewal

8.1 **Fees.** Customer will pay the Fees for its subscription plan as stated in the Service or in the Order Form. Fees are payable in advance for each monthly or annual billing period and are exclusive of VAT and other applicable taxes. Payment is made via Cloud171's payment processor or by invoice, payable within fourteen (14) days.

8.2 **Renewal and cancellation.** Subscriptions renew automatically for successive periods equal to the initial billing period. Customer may cancel at any time through the Service. Cancellation takes effect at the end of the current billing period. Except as expressly provided in the Agreement (in particular sections 9, 10, 15.2 and 17 of these Terms and section 7.4 of the DPA), Fees already paid are non-refundable.

8.3 **Price changes.** Cloud171 may change its Fees by giving at least thirty (30) days' notice. For annual subscriptions, new Fees apply only from the next renewal date. If Customer does not agree, it may cancel the subscription with effect from the date on which the new Fees take effect.

8.4 **Late payment.** If Customer fails to pay on time, Customer is in default by operation of law. Customer then owes statutory commercial interest (Article 6:119a of the Dutch Civil Code) and extrajudicial collection costs in accordance with Article 6:96 of the Dutch Civil Code. Cloud171 may suspend access to the Service if an amount remains unpaid for more than fourteen (14) days after a written reminder.

9. Changes to the Service and to these Terms

9.1 **Development of the Service.** Cloud171 continuously develops the Service. It may add, modify or remove features, checks, integrations or other functionality at any time, and is not obliged to maintain any specific feature for Customer. If a change materially reduces the core functionality of Customer's subscription plan, Cloud171 will notify Customer at least thirty (30) days in advance. Customer may then terminate the affected subscription with effect from the date on which the change takes effect. In that case Cloud171 will refund any prepaid Fees for the remaining period of the subscription on a pro-rata basis.

9.2 **Changes required by law, security or third parties.** Cloud171 may change the Service or these Terms with immediate effect, or on shorter notice, where this is required:

- (a) by applicable law or by an order of a competent authority;
- (b) to address a security risk;
- (c) as a result of changes made by third-party providers on which the Service depends, including Microsoft.

Such changes do not entitle Customer to terminate or to any compensation, unless they materially reduce the core functionality, in which case section 9.1 applies.

9.3 **Changes to these Terms.** Cloud171 may amend these Terms and the DPA.

- (a) Cloud171 will notify Customer of a material change at least thirty (30) days before it takes effect, by email to Customer's administrator and by a notice in the Service. Cloud171 may ask Customer to accept the change.
- (b) If Customer objects to a material change that is to its detriment, Customer may terminate the subscription with effect from the date on which the change takes effect. In that case Cloud171 will refund any prepaid Fees for the remaining period on a pro-rata basis.
- (c) If Customer does not terminate, the amended Terms apply from their effective date.
- (d) Non-material changes take effect on publication.
- (e) Changes to sub-processors follow the procedure in the DPA and not this section.

9.4 **Version history.** Cloud171 publishes a version history of these Terms and the DPA, and keeps previous versions available.

10. Term, termination and discontinuation

10.1 **Term.** The Agreement starts when Customer accepts it and continues for as long as Customer has an active subscription or uses the Service.

10.2 **Discontinuation by Cloud171.** Cloud171 may discontinue the Service, or a subscription plan or product forming part of it, in whole or in part. It may then terminate the Agreement for that reason by giving at least ninety (90) days' written notice, or thirty (30) days' notice for free use. A trial may be ended at any time in accordance with section 3.6. In that case Cloud171 will:

- (a) refund any prepaid Fees for the period after the termination date on a pro-rata basis;
- (b) enable Customer to export its data in accordance with section 11.

10.3 **Termination for cause.** Either party may terminate the Agreement by written notice if:

- (a) the other party materially breaches the Agreement and, where the breach can be remedied, fails to remedy it within thirty (30) days of a written notice describing the breach in reasonable detail; or
- (b) the other party is declared bankrupt, is granted a (provisional) suspension of payments or ceases its business.

10.4 **Termination or suspension by Cloud171 with immediate effect.** Cloud171 may suspend or terminate the Service with immediate effect, in whole or in part, if:

- (a) Customer breaches section 4.1 or section 5;
- (b) this is required by law or by an order of a competent authority, or continued provision would expose Cloud171 to sanctions;
- (c) a third-party service that is essential to the Service (including the Microsoft Graph APIs) is discontinued or materially changed, so that Cloud171 can no longer reasonably provide the Service.

In the cases of (b) and (c), Cloud171 will refund any prepaid Fees on a pro-rata basis.

10.5 **No compensation.** Termination, suspension or discontinuation by Cloud171 in accordance with the Agreement does not entitle Customer to any compensation, other than the refunds expressly provided for in these Terms.

10.6 **Effects of termination.**

- (a) On termination, Customer's right to use the Service ends.
- (b) Cloud171 will delete the credentials that Customer provided for its Tenants no later than five (5) business days after the end of the Subscription Term.
- (c) Cloud171 will return and delete Customer Data in accordance with section 11 and the DPA.
- (d) Provisions that by their nature are intended to survive termination remain in force, including sections 11, 12, 13, 15, 16, 20, 21 and 22.

11. Data export and switching (EU Data Act)

11.1 **Export during the Subscription Term.** During the Subscription Term, Customer can export its exportable data from the Service at any time in a structured, commonly used and machine-readable format (JSON).

11.2 **Exportable data.** The exportable data are:

- (a) scan results and findings;
- (b) scores;
- (c) remediation status and notes;
- (d) audit logs of Customer's account;
- (e) Customer's account and Tenant configuration.

Spotix IP (including check definitions, scoring logic and remediation content as such) and credentials (which Customer manages in its own Tenant) are not exportable. The metadata that the Service collects from Customer's Tenants remains available to Customer in those Tenants.

11.3 **Switching.** Customer may terminate the Agreement in order to switch to another provider or to an on-premises environment, with a notice period of no more than two (2) months. A transitional period of up to thirty (30) days follows, during which Cloud171 provides reasonable assistance with the export. Cloud171 does not charge switching charges.

11.4 **Retrieval period.** After the end of the Subscription Term, or after the transitional period if later, Customer may retrieve its exportable data for a further thirty (30) days. After this retrieval period, Cloud171 deletes Customer Data within thirty (30) days, and from backups in accordance with the DPA, unless Cloud171 is required by law to retain it.

11.5 **Prepaid Fees on switching.** If Customer terminates under section 11.3 before the end of a prepaid billing period, Fees already paid for that period are not refunded. Cloud171 does not charge any early termination fee or other additional fee for such termination.

12. Intellectual property and data

12.1 **Spotix IP.** All intellectual property rights in the Service remain vested exclusively in Cloud171 or its licensors ("Spotix IP"). This includes the software, databases, algorithms, check definitions, scoring logic, remediation guidance, framework mappings, help texts, designs and Documentation. Cloud171 grants Customer a limited, non-exclusive, non-transferable and non-sublicensable right to use the Service during the Subscription Term, for Customer's internal business purposes and, in the case of Managed Service Use, to provide services to its Clients, in accordance with the Agreement. No other rights are granted.

12.2 **Customer Data.** Customer retains all rights in Customer Data. Cloud171 processes Customer Data solely to provide the Service in accordance with the Agreement and the DPA.

12.3 **Use of Output.** Customer may use, copy and share Output for its internal business purposes. Customer may also share Output with its auditors, insurers, advisers, regulators and, in the case of Managed Service Use, the Clients concerned. Customer may not use Output to recreate the Service or to provide a competing service.

12.4 **Aggregated data.** Cloud171 may create aggregated and anonymised data from the use of the Service and use it to operate, secure and improve the Service. Such data do not identify Customer, any Tenant or any natural person.

12.5 **Feedback.** Cloud171 may use feedback and suggestions from Customer without restriction or compensation.

12.6 **Third-party claims.** If a third party claims that the Service infringes its intellectual property rights, Cloud171 will, at its own expense and at its option, either:

- (a) defend the claim and modify the Service so that it no longer infringes; or
- (b) obtain a licence; or
- (c) terminate the affected part of the Service against a pro-rata refund.

This applies only if Customer notifies Cloud171 promptly, leaves the conduct of the defence to Cloud171 and provides reasonable cooperation. This section states Cloud171's entire obligation regarding infringement and is subject to section 15.

12.7 **Breach of IP provisions.** If Customer breaches section 5.1(b) to (f), 12.1 or 12.3, Customer forfeits, without any notice of default being required, an immediately payable penalty of EUR 10,000 per breach, plus EUR 1,000 for each day the breach continues. This is without prejudice to Cloud171's right to claim full compensation in addition to the penalty and to seek injunctive relief.

13. Confidentiality

13.1 Each party will keep confidential all non-public information it receives from the other party in connection with the Agreement, and will use it only for the performance of the Agreement. This includes, for Customer, information about the security posture of its environments and, for Cloud171, the Spotix IP and the terms of the Agreement.

13.2 This obligation does not apply to information that:

- (a) is or becomes public other than through a breach of this section;
- (b) was already lawfully in the receiving party's possession;
- (c) is independently developed; or
- (d) must be disclosed by law or by order of a competent authority. In that case the receiving party will, to the extent permitted, inform the other party in advance.

13.3 The obligations under this section continue for two (2) years after the end of the Agreement. For trade secrets and security information they continue for as long as the information remains confidential.

14. Warranties

14.1 Cloud171 does not warrant that:

- (a) the Service will be uninterrupted or error-free;
- (b) the Service will detect all vulnerabilities, misconfigurations, threats or savings;
- (c) Output, including AI-generated output, is complete or accurate in all cases.

14.2 Cloud171 will use reasonable efforts to remedy errors in the Service that Customer reports in writing and in reasonable detail, within a reasonable period. Cloud171 may provide temporary workarounds.

14.3 Any warranties or commitments not expressly set out in the Agreement are excluded, to the extent permitted by law.

14.4 TO THE EXTENT THAT, NOTWITHSTANDING SECTION 21.1, THE LAW OF ANY JURISDICTION OTHER THAN THE NETHERLANDS APPLIES, THE SERVICE AND OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND CLOUD171 DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY THAT LAW.

15. Limitation of liability

15.1 **Cap.** The total liability of Cloud171 for an attributable failure (*toerekenbare tekortkoming*) in the performance of the Agreement, for unlawful acts (*onrechtmatige daad*) or on any other legal basis, including breaches of the DPA, is limited to compensation for direct damage. It shall not exceed, in aggregate per

calendar year, twelve (12) times the monthly Fees, or, for annual plans, the annual Fees, payable by Customer at the time of the event giving rise to the liability, with a maximum of EUR 25,000. All claims arising from the same event, or from a series of related events, are treated as a single event.

15.2 **Exclusive remedies.**

- (a) If Output is incorrect or incomplete as a result of an error in the Service, Customer's sole and exclusive remedy is that Cloud171, at its option, corrects the error and re-performs the affected scan. If that is not reasonably possible, Cloud171 refunds the Fees for the affected period on a pro-rata basis.
- (b) If the Service is unavailable for reasons attributable to Cloud171 for a continuous period of more than five (5) business days, Customer's sole and exclusive remedy is, at Customer's choice:
    - (i) a pro-rata refund of the Fees for the period of unavailability; or
    - (ii) termination of the subscription with a pro-rata refund of prepaid Fees.
- (c) Where a service level has been agreed in an Order Form, the service credits set out there are the sole and exclusive remedy for failing to meet that service level.

15.3 **Direct damage.** Direct damage means exclusively:

- (a) the reasonable costs that Customer has to incur to make Cloud171's performance conform to the Agreement. These costs are not compensated if Customer has terminated the Agreement;
- (b) the reasonable costs incurred to establish the cause and extent of the damage, to the extent they relate to direct damage within the meaning of this section;
- (c) the reasonable costs incurred to prevent or limit damage, to the extent Customer demonstrates that these costs led to the limitation of direct damage within the meaning of this section;
- (d) in the event of a personal data breach attributable to Cloud171: the reasonable costs of investigating and notifying the breach, and compensation that Customer has paid to data subjects on the basis of a final court decision or a settlement approved by Cloud171.

15.4 **Free and trial use.** Free and trial use of the Service is provided without any consideration. Cloud171 accepts no liability whatsoever for damage arising from free or trial use, on any legal basis, except as provided in sections 15.7 and 15.12.

15.5 **Excluded damage.** Cloud171 is never liable for indirect damage. This includes consequential damage, loss of profit, missed savings, loss of revenue, loss of goodwill or reputation, damage due to business interruption, loss or corruption of data (other than the reasonable costs of restoring data from the most recent available backup), damage resulting from claims of Customer's customers or clients, and fines or penalties imposed on Customer by a regulator.

15.6 **No liability.** Cloud171 is not liable for damage resulting from:

- (a) incorrect or incomplete information or instructions from Customer;
- (b) a breach by Customer of sections 4, 5 or 6;
- (c) misuse of credentials or accounts that cannot be attributed to a failure of Cloud171 to comply with the security measures agreed in the DPA;
- (d) decisions or actions that Customer takes on the basis of Output without the review referred to in sections 4.4 and 7.3;
- (e) failures, unavailability or changes of third-party services that Cloud171 does not control, including Microsoft 365 and Azure.

15.7 **Intent and deliberate recklessness.** The limitations and exclusions in this section 15 do not apply if, and to the extent that, the damage results from intent (*opzet*) or deliberate recklessness (*bewuste roekeloosheid*) of Cloud171's management (*bedrijfsleiding*).

15.8 **Data subjects and recourse.**

- (a) Nothing in the Agreement limits the rights of data subjects against either party under Article 82 GDPR.
- (b) As between the parties, the limitations of this section 15 apply in full. This includes any recourse claim under Article 82(5) GDPR.
- (c) Administrative fines imposed on a party are borne by that party and cannot be recovered from the other party.

15.9 **Notice of default.** Except where performance is permanently impossible, Cloud171's liability for an attributable failure arises only if:

- (a) Customer promptly gives Cloud171 written notice of default (*ingebrekestelling*), setting a reasonable period to remedy the failure; and
- (b) Cloud171 continues to fail in the performance of its obligations after that period.

The notice of default must describe the failure in as much detail as possible, so that Cloud171 can respond adequately.

15.10 **Notification and time limit.** Any right to compensation is conditional on Customer notifying Cloud171 of the damage in writing as soon as possible after it arises. Any claim for compensation against Cloud171 lapses twelve (12) months after Customer became aware, or could reasonably have become aware, of the damage and of Cloud171 as the party liable.

15.11 **Employees and subcontractors.** The limitations and exclusions of this section 15 also apply to the benefit of Cloud171's directors, employees, sub-processors and other persons engaged by Cloud171 in performing the Agreement, who may rely on this section as a third-party stipulation (*derdenbeding*).

15.12 **Mandatory law.** This section 15 does not limit any liability that cannot be limited under mandatory law.

16. Indemnification

16.1 Customer indemnifies (*vrijwaart*) Cloud171 against all third-party claims and the related reasonable costs (including reasonable legal fees) arising from:

- (a) a breach by Customer of section 4.1 (authorisation), section 4.3 (Managed Service Use) or section 5 (acceptable use);
- (b) the absence of a legal basis, a required notification to data subjects or a required approval by a works council or other body on Customer's side;
- (c) claims by Clients or other clients of Customer, or by the owners or users of Tenants that Customer has connected;
- (d) actions taken by Customer on the basis of Output.

16.2 Cloud171 will notify Customer of such a claim without undue delay, will not settle the claim without Customer's consent (not to be unreasonably withheld), and will provide reasonable cooperation at Customer's expense.

17. Force majeure

17.1 Neither party is liable for a failure in performance caused by force majeure (*overmacht*). Force majeure includes:

- (a) failures of Cloud171's suppliers, including hosting and cloud providers and Microsoft;
- (b) disruptions of the internet or telecommunications infrastructure;
- (c) power failures;
- (d) government measures;
- (e) war, terrorism, pandemics and strikes;
- (f) cyberattacks, to the extent they could not have been prevented by the security measures agreed in the DPA.

17.2 If a force majeure situation lasts longer than sixty (60) days, either party may terminate the Agreement in writing. In that case, prepaid Fees for the period after termination are refunded on a pro-rata basis, and the parties owe each other nothing further.

18. Data protection

18.1 To the extent that Cloud171 processes personal data on behalf of Customer in providing the Service, Cloud171 acts as processor and Customer acts as controller (or, in the case of Managed Service Use, as processor), within the meaning of the GDPR. The DPA applies to this processing.

18.2 For personal data that Cloud171 processes as controller, such as account, contact and billing data, Cloud171's Privacy Policy applies.

19. Assignment and subcontracting

19.1 Customer may not assign or transfer its rights and obligations under the Agreement without Cloud171's prior written consent.

19.2 Customer hereby consents in advance to the transfer by Cloud171 of the Agreement and its rights and obligations under it (*contractsoverneming*) to:

- (a) a group company of Cloud171; or
- (b) a third party that acquires the Service or the business to which it belongs.

Cloud171 will notify Customer of such a transfer in writing.

19.3 Cloud171 may engage third parties to perform the Agreement. For sub-processors, the DPA applies.

20. Notices

20.1 Cloud171 may send notices under the Agreement by email to the administrator email address registered in the Service, and/or by a notice in the Service. Customer sends notices to legal@spotix.io, or to privacy@spotix.io for data protection matters.

20.2 Customer is responsible for keeping its administrator contact details up to date. A notice sent to the most recently registered address is deemed received.

21. Governing law and disputes

21.1 The Agreement is governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

21.2 Before starting legal proceedings, the parties will attempt to resolve a dispute through consultation between their management for at least thirty (30) days. Either party may also propose mediation. This does not prevent a party from seeking interim relief (*kort geding*) or taking protective measures.

21.3 **Customers established in the EU or EEA.** Disputes are submitted exclusively to the competent court in the district of Oost-Brabant, the Netherlands, without prejudice to the jurisdiction of the cantonal court (*kantonrechter*).

21.4 **Customers established outside the EU or EEA.** Disputes are finally settled by arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (NAI) in force at the time. The tribunal consists of a sole arbitrator. The seat of arbitration is Amsterdam, the Netherlands, and the language of the proceedings is English. Disputes under the Standard Contractual Clauses incorporated in Annex IV of the DPA are resolved in accordance with Clause 18 of those clauses.

21.5 Notwithstanding sections 21.3 and 21.4, Cloud171 may bring proceedings for interim or injunctive relief, or to protect its intellectual property rights, before any competent court, including the courts of the country where Customer is established.

21.6 **Language of proceedings.** Proceedings under section 21.3 are conducted in Dutch, unless the parties agree otherwise and the court permits it.

22. Miscellaneous

22.1 **Language.** The Agreement is drawn up in English. Where an English term is used to describe a Dutch legal concept, the Dutch legal concept prevails, as indicated in italics where relevant.

22.2 **Severability.** If any provision of the Agreement is void or is annulled, the remaining provisions remain in force. The parties will replace the provision with a valid provision that comes as close as possible to its purpose and scope.

22.3 **No waiver.** Failure or delay in exercising a right does not constitute a waiver of that right.

22.4 **Entire agreement.** The Agreement constitutes the entire agreement between the parties concerning the Service and supersedes all prior proposals and arrangements. Statements on Cloud171's website or in marketing materials do not form part of the Agreement.

22.5 **Electronic records.** Cloud171's electronic records, including acceptance logs and system logs, constitute full evidence, subject to evidence to the contrary.

23. Contact

Cloud171 B.V., trading as Spotix
Steenovenweg 5, 5708 HN Helmond, the Netherlands
Chamber of Commerce: 91841755 · VAT: NL865789812B01
legal@spotix.io · privacy@spotix.io · security@spotix.io

Version history

Version	Date	Changes
2026.12	1 December 2026	Full revision: acceptance and precedence, AI Features (opt-in), changes and discontinuation, EU Data Act switching and export, new limitation of liability, confidentiality, assignment. The Privacy Policy no longer forms part of the agreement.
2026.04	April 2026	First version.