

VARILO SERVICE AGREEMENT

B2B agreement template for Varilo Customers

Version 1.0 | 5 September 2026

entered into on _____ in _____, between:

Vesta Usługi i Szkolenia Marcin Makowski, ul. Wrzosowa 33, 84-300 Lębork, Poland, NIP 841-161-18-09, e-mail kontakt@varilo.eu, hereinafter the “Service Provider”,

and

registered office / address: _____

tax ID / KRS / other identifier: _____

represented by: _____

e-mail for contact and billing: _____

hereinafter the “Customer”, jointly the “Parties”.

§ 1. Subject matter of the Agreement

The Service Provider undertakes to make the Varilo platform available to the Customer in the SaaS model, and the Customer undertakes to use it in accordance with this Agreement, the Terms of Service and applicable law and to pay the agreed fees.

Varilo is intended in particular for creating and completing checklists, checks, inspections and rounds, sharing checklists through QR, NFC or links, recording results and non-conformities, creating reports and statistics and managing users.

The Varilo Terms of Service, Privacy Policy and Data Processing Agreement form integral parts of the contractual documentation unless the Parties expressly agree otherwise.

§ 2. Selected Plan and parameters

Selected Plan: ☐ SOLO ☐ START ☐ TEAM ☐ BUSINESS ☐ ENTERPRISE

Net price per Billing Period: _____

Billing Period: ☐ monthly ☐ annual ☐ other: _____

Service start date: _____

Additional arrangements / limits / discounts: _____

Individual arrangements set out in this Agreement or an accepted offer take precedence over the standard Price List and Terms to the extent that they expressly differ from them.

Plan	Net price /	Users	Active checklists	Inspections /	Storage
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	month			month	
SOLO	PLN 39	1	5	300	2 GB
START	PLN 79	3	15	1,000	10 GB
TEAM	PLN 149	10	50	5,000	30 GB
BUSINESS	PLN 299	30	unlimited	20,000	100 GB
ENTERPRISE	individually agreed	individually agreed	unlimited	individually agreed	individually agreed

§ 3. Duration of the Agreement

The Agreement is entered into: ☐ for an indefinite period ☐ for a fixed term until _____.

If an indefinite term is selected, either Party may terminate the Agreement with effect at the end of the current Billing Period unless the individual terms provide otherwise.

For a fixed-term Agreement, early termination is governed by this Agreement, the Terms and mandatory applicable law.

§ 4. Fees and payment

The Customer shall pay the Service Provider the fee set out in § 2 or in an accepted offer. VAT is added to the net price at the applicable rate.

Payment is based on an invoice issued by the Service Provider.

Payment is made by bank transfer to the bank account specified on the invoice. Varilo does not collect automatic card payments.

Payment term: _____ days from the invoice date, unless the invoice or offer states otherwise.

Payment is deemed made when the Service Provider's bank account is credited.

In the event of delay, the Service Provider may charge applicable interest and, after a prior payment demand, suspend access to the Service until the outstanding amount has been paid.

Invoices are issued and delivered in accordance with the applicable rules, including through the Polish National e-Invoicing System (KSeF) where applicable.

§ 5. Service Provider obligations

- make Varilo available to the Customer within the scope of the selected Plan;
- maintain technical solutions necessary to provide the Service and take reasonable measures to ensure security and continuity;
- provide technical support concerning operation of the Service;
- process data in accordance with the Agreement and applicable law;
- maintain confidentiality of Customer information to the extent required by the Agreement and law.

§ 6. Customer obligations

- use Varilo in accordance with law, the Terms and the intended purpose of the Service;
- ensure proper management of Users and permissions;
- protect access credentials and devices used to access the Service;

- appropriately protect QR codes, NFC tags and links where they provide access to non-public information;
- ensure a lawful basis for processing personal data placed in Checklists and provide required privacy information to data subjects;
- apply the data minimisation principle;
- pay the agreed fees on time.

§ 7. Nature of the tool and responsibility for Checklists

Varilo is an IT tool and does not replace professional legal, technical, occupational health and safety, quality or fire-safety assessment, nor inspections or checks required by law.

The Customer is responsible for the content and suitability of its Checklists, frequency of inspections, qualifications of persons carrying out activities and actions taken on the basis of results.

Templates made available by Varilo are for assistance only and require adaptation to the Customer's circumstances.

§ 8. Customer Content and intellectual property

Rights to Customer Content remain with the Customer or relevant rights holder. The Service Provider may technically process such content only to the extent necessary to provide the Service, support, security, backups and compliance with legal obligations.

Rights to the Varilo software, interface, technical solutions, materials and graphic elements remain with the Service Provider or its licensors.

For the term of the Agreement, the Customer receives a non-exclusive, non-transferable right to use the Service for the needs of its own organisation, in accordance with the selected Plan.

§ 9. Confidentiality

The Parties undertake to keep confidential non-public technical, organisational, business and commercial information obtained in connection with performance of the Agreement.

Confidential information may be disclosed to employees, associates and subcontractors only to the extent necessary for performance of the Agreement and subject to appropriate confidentiality, or where disclosure is required by law.

The confidentiality obligation remains in force after termination of the Agreement.

§ 10. Personal data

Each Party acts as a separate controller of personal data of representatives and contact persons to the extent that it independently determines the purposes of processing such data.

If the Customer places in Varilo personal data for which the Customer is controller, the Customer entrusts their processing to the Service Provider on the terms set out in the Data Processing Agreement (DPA), which is an annex or a separate document accepted by the Parties.

The Customer is responsible for the lawfulness of collecting data, selecting the scope of data and performing information duties.

§ 11. Availability and support

The Service Provider exercises due care to ensure continuity of Varilo. A standard Plan does not include a guaranteed SLA unless separately agreed by the Parties.

The Service may be temporarily unavailable due to maintenance, updates, failures, a security incident, actions or failure of an infrastructure provider or events beyond the Service Provider's reasonable control.

Technical requests may be sent to kontakt@varilo.eu.

Individual SLA parameters and response times may be defined in a separate annex, in particular for the ENTERPRISE Plan.

§ 12. Liability

Each Party is liable for non-performance or improper performance of its own obligations in accordance with the Agreement and applicable law.

To the extent permitted by law, the Service Provider is not liable for lost profits or indirect losses, or for consequences resulting solely from incorrect Checklist configuration, input of incorrect data, failure to perform actions required after an Inspection, disclosure of access credentials to an unauthorised person, operation of the Customer's devices or network, or systems of third parties beyond the Service Provider's control.

The Service Provider's aggregate liability for damages related to the Agreement is limited, to the extent permitted by law, to the net fees paid by the Customer for the Service during the 12 months preceding the event giving rise to the claim.

The limitations do not apply to liability that cannot lawfully be excluded or limited, in particular damage caused intentionally.

§ 13. Suspension and termination

The Service Provider may suspend access to the Service in the event of payment arrears, a material breach of the Agreement or Terms, a security risk, suspected unauthorised access or unlawful use of the Service.

Where the nature of the breach allows, the Service Provider will, before terminating the Agreement, request the Customer to remedy the breach within an appropriate period.

Either Party may terminate the Agreement with immediate effect in the event of a material breach by the other Party that is not remedied despite notice, unless the nature of the breach justifies immediate termination.

§ 14. Data after termination

Before termination of the Agreement, the Customer should download the data and reports it wishes to retain using the export functions available in the Service.

After termination of the Service, personal data processed on behalf of the Customer will be deleted or returned in accordance with the DPA and the Customer's choice unless further retention is required by law.

Data may remain in backups until overwritten through the normal backup rotation and will not be used for other purposes.

§ 15. Order of precedence

In the event of inconsistency between documents, the following order of precedence applies:

1. individual provisions of this Agreement or a signed Order;
2. an individual SLA or description of the scope of the Service;
3. the DPA - with respect to protection of entrusted personal data;
4. the Varilo Terms of Service;
5. the Price List and information published in the Service.

§ 16. Final provisions

Amendments to the Agreement require at least documentary form unless applicable law requires a particular form. Arrangements made by e-mail between authorised persons are also regarded by the Parties as documentary form.

The Agreement is governed by Polish law.

Disputes shall be resolved by the court having territorial jurisdiction over the Service Provider's registered business address unless mandatory law or individual arrangements of the Parties provide otherwise.

Matters not regulated by the Agreement are governed by the Varilo Terms of Service and applicable law.

This English version is a translation of the Polish agreement template. Unless the Parties expressly designate another language version as controlling, the Polish version prevails in the event of an interpretative discrepancy, to the extent permitted by law.

SERVICE PROVIDER	CUSTOMER
Vesta Usługi i Szkolenia Marcin Makowski	
_____	_____
date and signature	date and signature