

Terms and Conditions Software as a Service

Date : 1 April 2023

ARTICLE 1: Definitions

In these general terms and conditions, the terms included in this article have the following meaning:

- 1.1 "Client": the natural or legal person who uses the services of NIsoftware B.V., hereinafter referred to as Bulxoft.
- 1.2 "Services": the online services of Bulxoft of which the client Make use of.
- 1.3 "Parties": Bulxoft and the Client.
- 1.4 "Written": "in writing" in these general terms and conditions is also understood to mean: by e-mail, by fax or any other form of communication that can be considered equivalent to this in view of the state of the art and the prevailing views in society. be made.
- 1.5 "Bulxoft": NIsoftware B.V. , established at Drimolensweg 17 4128 LS Lexmond/Netherlands
- 1.6 "SaaS account": an account created for the client with which the client can use the service.

ARTICLE 2: Applicability

2.1 These general terms and conditions apply to all offers and to all agreements regarding the services of BULXOFT.

2.2 Provisions that deviate from these general terms and conditions only form part of the agreement concluded between the parties if and insofar as the parties have expressly agreed on this in writing.

2.3 The possible non-applicability of a (part of a) provision of these general terms and conditions does not affect the applicability of the other provisions.

2.4 If BULXOFT at any time fails to demand compliance with that parties have agreed, this does not affect the right of BULXOFT to demand compliance at a later date.

2.5 The client cannot rely on the fact that the general terms and conditions have not been made available if BULXOFT has already used the same general terms and conditions several times (whether or not (via the website) to the client and has referred to it.

ARTICLE 3: Agreements, assignments

3.1 Verbal agreements only bind BULXOFT after they have been confirmed in writing by BULXOFT have been confirmed or as soon as BULXOFT, with the consent of the client, started the implementing acts. ...

3.2 Client assignments must be accompanied by a clear, written description of the nature of the assignment.

3.3 Changes to an order that has been given in writing must also be made in writing and accompanied by a clear description of the changes. Changes are for BULXOFT only binding if they have been confirmed by him in writing.

3.4 Additions or changes to the general terms and conditions or other changes or additions to the agreement will only be made after written confirmation by BULXOFT binding.

ARTICLE 4: Offers, quotations and delivery

4.1 All offers, quotations, price or rate lists, etc. are from BULXOFT without obligation, unless they contain a term for acceptance. If a quote or offer contains an offer without obligation and this offer is accepted by the client, BULXOFT has the right to revoke the offer within 2 working days after receipt of the acceptance.

4.2 The prices or rates used by BULXOFT as well as the offers, quotations, price lists, etc. The prices or rates stated are exclusive of VAT and any costs. These costs may include administration costs and invoices from third parties engaged. All this, unless expressly stated otherwise in writing.

4.3 A composite quotation does not oblige BULXOFT to deliver a part of the services included in the offer or quotation for a corresponding part of the price.

4.4 Prices or rates in quotations are based on information provided by the client upon request. If this information is subsequently changed, this may have consequences for the prices or rates.

4.5 If the client's acceptance deviates from the offer, BULXOFT is hereby unbound. In that case, no agreement has been concluded, unless the parties expressly agreed otherwise in writing.

4.6 Information in brochures, promotional material and/or on the BULXOFT website is such accurate as possible, but is for guidance only. No rights can be attached to this derived, unless the parties have expressly agreed otherwise in writing.

4.7 All costs that could not be foreseen in the quotation and that arise due to changes made by the client in the assignment, will be passed on to the client. 4.8 If and insofar as the proper execution of the agreement requires this, BULXOFT has it right to have certain activities performed by third parties. One thing and another review of BULXOFT.

ARTICLE 5: Confidential Information

5.1 BULXOFT undertakes to maintain the confidentiality of all information it provides in the context of the conclusion and performance of the agreement from the client and of which it knows or could reasonably have suspected that this information must be treated confidentially. All this, unless BULXOFT is obliged pursuant to laws and/or regulations or a court order to provide the aforementioned information to any third party and BULXOFT cannot invoke legal privilege or legal privilege.

5.2 BULXOFT will take all reasonable precautions to be taken in order to keep secret information received from the client of a confidential nature.

5.3 BULXOFT guarantees that its personnel and other persons who are under supervision are involved in the implementation of the agreement in any way, will observe the duty of confidentiality as referred to in this article.

5.4 BULXOFT is permitted to publish about the services and activities performed by it, as well as to reuse methods, etc., provided that the privacy of the client is guaranteed.

ARTICLE 6: Risk of storage of information

6.1 BULXOFT undertakes to ensure careful storage of the van client-derived data or information. Barring evidence to the contrary, BULXOFT is deemed to have fulfilled this obligation.

6.2 However, the Client bears the risk of damage to or loss of the products held by BULXOFT or third parties. stored data or information, unless the damage or loss is due to is due to intent and/or willful recklessness on the part of BULXOFT, its management and/or its managerial staff.

ARTICLE 7: Sign up, activate SaaS account

7.1 A SaaS account will only be active if the client has completed the necessary steps for registration, has filled in all requested information correctly and completely and the registration has been accepted by BULXOFT. The client will be sent by e-mail by BULXOFT be informed of such acceptance. In the event that the data entered by the client is incorrect or incomplete, BULXOFT will request the client by e-mail within 14 days to enter the correct data. After this period, the registration will expire.

7.2 BULXOFT reserves the right at all times to register without notification reasons for refusing.

7.3 Depending on the type of service and the amount of services that the client of BULXOFT purchases the SaaS account by BULXOFT - for the benefit of this service - filled with programs desired by the client.

ARTICLE 8: Data

8.1 The client shall ensure that the information provided to BULXOFT upon registration or at any later time is correct and complete. Changes to this information must be communicated the client must be passed on to BULXOFT as soon as possible. The client indemnifies BULXOFT against the consequences arising from the incorrect and/or incompleteness of the data.

8.2 The data provided by the client will be processed by BULXOFT in accordance with the law personal data protection are registered for the following 2 purposes:

- a. providing the services agreed between the parties;
- b. informing the client about developments with regard to the website, the services and/or new services.

8.3 The data provided by the client will not be used by BULXOFT without it prior express consent of the client to any third party, unless BULXOFT is required by law or regulation or a court order to provide this information to third parties and BULXOFT is unable to do so invoke a right of nondisclosure.

ARTICLE 9: General obligations of the client

9.1 The client must ensure that:

- a. the data or information required for the execution of the agreement, always in the form desired by BULXOFT and in the manner desired by BULXOFT times are made available to BULXOFT;
- b. if the client is not a natural person, a permanent contact person is appointed within the client's company who is authorized to take the necessary decisions and perform actions on behalf of the company for the implementation of the agreement;
- c. the information carriers provided by the client to BULXOFT, electronic files, software, etc. comply with the agreed specifications and are free of viruses and/or defects.

9.2 The client shall ensure that the information to be provided is correct and complete. The client indemnifies BULXOFT against the consequences arising from incorrect and/or incomplete information are of the data.

9.3 The client must see for himself and is responsible for the security and confidentiality of his user name and password. The client is responsible for the - whether or not permitted - use of his user name and password and data arising from his registration and is obliged to inform BULXOFT immediately. inform him of any observation or suspicion of misuse of his username and password.

9.4 The services provided by BULXOFT to the client under the agreement supplied may only be used for lawful and legitimate purposes. Moreover, they may only be used in such a way that no rights of third parties are infringed, including but not limited to intellectual property rights.

9.5 The client indemnifies BULXOFT against any claims from third parties that related to the way in which the client uses the services provided by BULXOFT services provided.

9.6 The client is responsible for the necessary hardware and software, peripheral equipment and connections to enable the use of the service.

9.7 The client is not allowed to:

- a. to behave contrary to net etiquette;
- b. infringe any intellectual property rights of third parties;
- c. to distribute, make accessible and/or offer information with pornographic content, including - but not limited to - web pages with pornographic images, banners advertising other web pages with such content or the distribution of access codes for the aforementioned websites;
- d. engage in so-called "hacking", including gaining unauthorized access to computer systems, software and/or data of third parties;
- e. distribute advertising, messages and/or opinions in a manner that can be classified as "spamming";
- f. through the services of BULXOFT to encourage or to engage in illegal activities or activities that may be harmful to the server of BULXOFT or any other server connected to the Internet including - but not exclusively - references to or the provision of so-called 'pirated' software, 'hacker' programs, archives or 'warez' sites;
- g. to be guilty of any criminal offense in any other way, including distributing and making accessible information that is contrary to public order or morality or that is discriminatory in nature;
- h. behave in any way unlawfully towards BULXOFT and/or third parties.

9.8 If the obligations referred to in this article are not fulfilled in time, BULXOFT is entitled to suspend the execution of the agreement until the moment that the client has fulfilled these obligations. The costs in connection with the delay incurred or the costs for performing additional work or the other consequences arising from this are for the account and risk of the client.

ARTICLE 10: Duration and end of service

10.1 The service agreement is entered into for 1 (one) year. Under service also includes expanding the package.

10.2 The agreement is tacitly renewed after the first period of 1 year, after which the agreement can be terminated in writing with due observance of a notice period of 1 month at the end of the current month.

10.3 In the event that BULXOFT wishes to terminate the agreement, it will hereby issue a notice period of 2 months and inform the client by e-mail about the intended termination.

10.4 In the event that the client acts contrary to its obligations as set out in these general terms and conditions, BULXOFT is entitled to close the SaaS account of the client – without prior notice and without being obliged to pay any compensation – immediately Close.

ARTICLE 11: Complaints, complaint handling

11.1 Complaints about the service and/or website can be reported to BULXOFT by the client by letter or e-mail.

11.2 A complaint must be reported to BULXOFT as soon as possible after the fact that led to the complaint has occurred, stating all information relevant to the complaint, so that BULXOFT is able to resolve this complaint. Investigate and, if necessary, respond adequately to the complaint. All consequences for not immediately reporting the complaint are at the risk of the client.

11.3 BULXOFT will send a confirmation of receipt to the client by e-mail within 5 working days after receipt of the complaint, in which it will inform the client about the further complaint handling.

11.4 If a complaint is justified, BULXOFT is only liable within the limits of article 12 of these general terms and conditions.

ARTICLE 12: Liability

12.1 BULXOFT discharges its duties as may be expected of a company in its sector expects, but does not accept any liability for damage, including death and personal injury, consequential damage, trading loss, loss of profit and/or stagnation damage, which is the result of acts or omissions of BULXOFT, its personnel or by it engaged third parties, unless mandatory provisions dictate otherwise.

12.2 The limitations of liability included in this article do not apply if the damage is due to intent and/or willful recklessness on the part of BULXOFT, its management and/or its managerial staff.

12.3 Without prejudice to the provisions of the other paragraphs of this article, BULXOFT's liability, for whatever reason, is limited to the invoice amount for the delivered services.

12.4 Without prejudice to the provisions of the other paragraphs of this article, liability is at all limited at any time to a maximum of the amount paid by the insurer of BULXOFT in the payment to be made where applicable, insofar as BULXOFT is insured for this is.

12.5 Even if BULXOFT is unable to provide the agreed online services BULXOFT cannot be held liable, except in the event of non-delivery of the relevant online services is the result of an attributable to BULXOFT serious attributable shortcoming that was within the sphere of influence of BULXOFT. The availability of the internet depends on the internet itself, the service provider of BULXOFT and BULXOFT's telecommunications provider. Therefore, the availability of the online services, where applicable, beyond the sphere of influence and responsibility of BULXOFT, so that BULXOFT does not have any accept any liability.

12.6 BULXOFT is responsible for the maintenance and accessibility of the website depends on its providers. BULXOFT will perform to the best of its ability make every effort to resolve any disruptions in access to the website and/or use of the website as soon as possible, but can - although BULXOFT strives to do so - in cannot reasonably guarantee uninterrupted availability of the website, correct and undamaged data transmission, the complete reliability and uncrack ability of the website and/or the services.

12.7 BULXOFT has the right at all times to cancel a malfunction or carrying out maintenance work on or adjusting the website, to temporarily suspend the website. Insofar as this is possible, BULXOFT will state the (maintenance) work to be performed on the website in a timely manner.

12.8 The client loses his rights towards BULXOFT, is liable for all damages and indemnifies BULXOFT against any claim from third parties in this regard compensation if and insofar as:

- a. the client has not notified BULXOFT within 7 days after the discovery of any defect or after the time at which the relevant defect could reasonably have been discovered, by e-mail to BULXOFT addressed registered letter of the existence of the relevant defect on the informed, in order to be able to start an investigation;
- b. the aforementioned damage was caused by incompetent and/or use of the services by the service provider that conflicts with instructions, advice, manuals or instructions for use from BULXOFT client;
- c. the aforementioned damage was caused by errors, incompleteness or inaccuracies in data provided by or have been provided to BULXOFT on behalf of the client;
- d. the aforementioned damage was caused by instructions from or on behalf of the client to BULXOFT;
- e. the aforementioned damage has arisen because the client himself or a third party on behalf of the client has performed any processing or work on the delivered goods, without prior notice written permission from BULXOFT .

ARTICLE 13: Payment

13.1 Payment is preferably made by direct debit and must be made before the start of the service. If payment must be made after sending an invoice, this invoice must be paid by the client within 7 days of the invoice date, unless the parties have expressly agreed otherwise in writing.

13.2 If an invoice has not been paid in full after the term referred to in paragraph 1 has expired, BULXOFT will send a payment reminder once. If payment is still not forthcoming:

- a. BULXOFT has the right to claim default interest of 2% per month to be calculated cumulatively over the principal sum. Parts of a month are calculated as full months in this case;
- b. the client shall, after being warned to do so by BULXOFT, with regard to extrajudicial costs are due at least 15% of the sum of the principal sum and the default interest with an absolute minimum of € 150.00;
- c. BULXOFT has the right, for each payment reminder sent to the client, reminder, etc., an amount of at least € 20.00 for administration costs at the client in to take into account.

13.3 At the discretion of BULXOFT, the foregoing or similar circumstances, without further notice of default or judicial intervention, the agreement be dissolved in whole or in part, whether or not combined with a claim to compensation.

13.4 If the client fails to do so in time, i.e. not within the period referred to in paragraph 1 of this article term, has fulfilled its payment obligations, BULXOFT is authorized to fulfillment of the obligations entered into towards the client to provide the services suspend, which means that the client is denied access to the account and he cannot use it provision of the service until payment has been made or there is proper security for this posed. The same applies even before the moment of being in default if BULXOFT has a reasonable suspicion that there are reasons to doubt the creditworthiness of the client.

13.5 If the client 30 days after he should have fulfilled his payment obligation and he has been reminded to do so and nevertheless fails to fulfill his payment obligations, BULXOFT has the right to remove the contents of the client's account from the server to delete. BULXOFT is not liable for any damage whatsoever resulting from this possibly arises.

13.6 Payments made by the client always serve to settle all interest and costs owed and subsequently to settle due and payable invoices that have been outstanding the longest, unless the client expressly states in writing upon payment that the payment relates to a later invoice.

13.7 If the client, for whatever reason, has one or more counterclaims against BULXOFT, then the client waives the right to set-off. Said waiver of the right set-off also applies if the client applies for (temporary) suspension of payment is declared bankrupt.

13.8 All goods intended for the Work, such as materials or parts, become the property of the client after it has fulfilled all its financial obligations under the agreement. Paid, including that which the client due to his failure to fulfill his obligations could be owed.

ARTICLE 14: Intellectual Property Rights

14.1 BULXOFT or its licensor is and remains entitled to all intellectual property rights that rest on or are related to or belong to the products supplied by BULXOFT. The services and the basis thereof by BULXOFT c.q. documents or software produced by the licensor. All this, unless the parties expressly agreed otherwise in writing.

14.2 The exercise of the rights referred to in the previous paragraph of this article is expressly and exclusively vested in BULXOFT or its licensee, both during and after the execution of the agreement. ever reserved.

14.3 BULXOFT is allowed to take technical measures for protection of his rights.

14.4 The client has full user rights, copyright and intellectual property rights to the data that are placed by the client in the cloud services of BULXOFT. This remains law as long as the agreement between BULXOFT and the client applies.

ARTICLE 15: Force majeure

15.1 In the event of force majeure, BULXOFT is entitled to terminate the agreement or to suspend the fulfillment of its obligations towards the client for a reasonable period of time without being obliged to pay any compensation.

15.2 In the context of these general terms and conditions, force majeure is understood to mean: a non-attributable shortcoming on the part of BULXOFT, of the engaged third parties or providers or any other weighty reason on the part of BULXOFT.

15.3 In the event of force majeure if the agreement has been partially performed, the client is obliged to fulfill its obligations towards BULXOFT up to that time. 15.4 If circumstances in which force majeure will be understood more: war, riot, mobilization, domestic and foreign disturbances, government measures, strikes and lockouts by employees of BULXOFT or threat of these circumstances, etc., disruption of the exchange rates existing at the time of entering into the agreement, business failures due to fire, natural phenomena, etc. as well as internet or electricity failures or defects in computer or other equipment of BULXOFT required for the service.

ARTICLE 16: Bankruptcy, power of disposition, etc.

16.1 Without prejudice to the provisions of the other articles of these terms and conditions, the agreement concluded between the client and BULXOFT will be dissolved without judicial intervention and without any notice of default being required, at the time when the client:

- a. is declared bankrupt;
- b. applies for (provisional) suspension of payment;
- c. is affected by an enforcement order;
- d. is placed under guardianship or administration;
- e. otherwise loses the power of disposal or legal capacity with regard to its assets or parts thereof.

16.2 The provisions of paragraph 1 of this article apply, unless the trustee or administrator recognizes the obligations arising from the agreement as a debt of the estate.

ARTICLE 17: Dissolution, cancellation

17.1 The client waives all rights to dissolve the agreement pursuant to article 6:265 et seq. of the Dutch Civil Code or other statutory provisions, unless mandatory legal provisions oppose this. All this applies subject to the right to cancel or terminate the agreement pursuant to this article.

17.2 In the context of these general terms and conditions, cancellation is understood to mean: the termination of the agreement by one of the parties before the implementation of the agreement commences.

17.3 In the context of these general terms and conditions, cancellation is understood to mean: the termination of the agreement by one of the parties after the implementation of the agreement has commenced. 17.4 In the event that the client terminates or cancels the agreement, he owes BULXOFT a fee to be determined by BULXOFT. The client is obliged to pay BULXOFT all costs, damage as well as lost profit to reimburse. BULXOFT is entitled to fix the costs, damage and loss of profit and - at its discretion and depending on the work already performed or deliveries already performed - to charge the client 20 to 100% of the agreed price.

17.5 The client is liable to third parties for the consequences of the cancellation or cancellation. cancellation and indemnifies BULXOFT in this respect.

17.6 Amounts already paid by the client will not be refunded.

17.7 The provisions in this article apply to all cancellations and/or terminations insofar as the parties have not expressly agreed in writing on other cancellation or termination provisions in any agreement.

ARTICLE 18: Applicable law and choice of forum

18.1 Agreements between Client and Contractor are governed by Dutch law. 18.2 A Dispute exists as soon as a party declares that a Dispute exists.

18.3 All disputes arising between the parties will be submitted to the competent court in the district of the Contractor's place of business, unless the parties agree to settle their dispute (or have it settled) otherwise.

18.4 Contrary to the legal term, the limitation period for all claims and defenses with regard to the performance of the agreement is one (1) year, to be calculated from the day of completion of the work.

Bulxoft

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