

General Terms and Conditions SOLVINQ B.V.

| | | |
|----|---|---|
| 1 | DEFINITIONS | 2 |
| 2 | QUOTATIONS AND AGREEMENTS..... | 3 |
| 3 | LICENSE..... | 3 |
| 4 | AVAILABILITY | 3 |
| 5 | INTELLECTUAL PROPERTY | 3 |
| 6 | PAYMENT..... | 4 |
| 7 | LIABILITY..... | 4 |
| 8 | FORCE MAJEURE..... | 4 |
| 9 | DURATION AND TERMINATION..... | 5 |
| 10 | APPLICABLE LAW AND DISPUTE RESOLUTION | 5 |
| 11 | AMENDMENT OF THE GENERAL TERMS AND CONDITIONS | 5 |
| 12 | CONFIDENTIALITY AND PRIVACY | 5 |
| 13 | OTHER PROVISIONS..... | 6 |
| 14 | SERVICE LEVEL AGREEMENT (SLA) | 6 |
| 15 | MAINTENANCE AND UPDATES | 6 |
| 16 | FINAL PROVISIONS | 6 |

1 Definitions

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

- 1.1 **SOLVINQ B.V.:** the private limited liability company, registered in Doetinchem, registered with the Chamber of Commerce under number 89214811.
- 1.2 **Customer:** the natural or legal person with whom SOLVINQ B.V. enters into an agreement;
- 1.3 **Agreement:** the agreement between SOLVINQ B.V. and the customer regarding the use of the software and/or services of SOLVINQ B.V.;
- 1.4 **Software:** the (cloud) software and applications developed by SOLVINQ B.V.;
- 1.5 **Services:** the services offered by SOLVINQ B.V. related to the software and its use;
- 1.6 **SLA:** the service-level agreement as agreed upon between SOLVINQ B.V. and the customer.

2 Quotations and Agreements

- 2.1** All quotations and price quotes from SOLVINQ B.V. are non-binding and are only an invitation to place an order.
- 2.2** An agreement between SOLVINQ B.V. and the customer is concluded at the moment SOLVINQ B.V. has confirmed a customer's order in writing or when SOLVINQ B.V. has actually executed the order.
- 2.3** The customer cannot derive rights from verbal agreements unless confirmed in writing by SOLVINQ B.V.

3 License

- 3.1** SOLVINQ B.V. grants the customer a non-exclusive, non-transferable license to use the software for the duration of the agreement.
- 3.2** The customer is not allowed to make the software available to third parties, rent, loan, sell, or otherwise commercially exploit it, unless SOLVINQ B.V. has provided written permission.
- 3.3** The customer may only use the software for its intended purpose and in accordance with the instructions provided by SOLVINQ B.V.
- 3.4** The customer is responsible for using the software and complying with applicable laws and regulations.

4 Availability

- 4.1** SOLVINQ B.V. will make efforts to keep the software and services available, but cannot guarantee uninterrupted or error-free availability at all times.
- 4.2** SOLVINQ B.V. is not liable for any damages resulting from the unavailability or reduced availability of the software and/or services, unless it results from willful intent or gross negligence on the part of SOLVINQ B.V.

5 Intellectual Property

- 5.1** All intellectual property rights to the software and services are owned by SOLVINQ B.V. or its licensors.

- 5.2 The customer is not allowed to remove or modify any indications of copyrights, trademarks, trade names, or other intellectual property rights from the software and/or services.
- 5.3 The customer shall promptly notify SOLVINQ B.V. of any infringement of SOLVINQ B.V.'s intellectual property rights.

6 Payment

- 6.1 The customer is required to pay SOLVINQ B.V.'s invoices within the stipulated period, unless otherwise agreed upon in writing.
- 6.2 In case of late payment, the customer is in default by operation of law, and SOLVINQ B.V. has the right to suspend the execution of the agreement until payment is fully settled.
- 6.3 In case of late payment, the customer is also liable to pay statutory commercial interest on the outstanding amount.
- 6.4 All costs, both judicial and extrajudicial, incurred by SOLVINQ B.V. to collect its claim against the customer shall be borne by the customer.

7 Liability

- 7.1 SOLVINQ B.V. is not liable for any indirect damages, such as consequential damages, loss of profit, missed savings, or damages due to business interruption.
- 7.2 SOLVINQ B.V.'s liability towards the customer is limited to the amount paid out by SOLVINQ B.V.'s insurer, or if no payment is made, to the invoice value of the relevant agreement.
- 7.3 SOLVINQ B.V. is not liable for any damages caused by the customer or by third parties engaged by the customer.

8 Force Majeure

- 8.1 In case of force majeure, SOLVINQ B.V. is entitled to suspend the execution of the agreement or to fully or partially terminate the agreement, without being obliged to pay any compensation.
- 8.2 Force majeure includes any circumstances beyond the control of SOLVINQ B.V. that temporarily or permanently prevent the fulfillment of the agreement, such as war, strike, fire, natural disasters, pandemics, internet disruptions, transportation issues, and power outages.

9 Duration and Termination

- 9.1** The agreement is entered into for the duration agreed upon between SOLVINQ B.V. and the customer.
- 9.2** Premature termination of the agreement is only possible if the parties have reached written agreement on this matter.
- 9.3** Upon termination of the agreement, the customer must immediately cease using SOLVINQ B.V.'s software and services and promptly destroy or return all data related to the software and services to SOLVINQ B.V.
- 9.4** Upon termination of the agreement for any reason, the provisions regarding intellectual property, confidentiality, liability, and confidentiality shall remain in effect.

10 Applicable Law and Dispute Resolution

- 10.1** Dutch law applies to all agreements between SOLVINQ B.V. and the customer.
- 10.2** Disputes between SOLVINQ B.V. and the customer will be submitted to the competent court in the district where SOLVINQ B.V. is located.

11 Amendment of the General Terms and Conditions

- 11.1** SOLVINQ B.V. has the right to amend these general terms and conditions.
- 11.2** The amended terms shall apply from the moment they are published on SOLVINQ B.V.'s website.
- 11.3** If the customer does not agree with the amended terms, they have the right to terminate the agreement in writing within 14 days after the publication of the amended terms.

12 Confidentiality and Privacy

- 12.1** Parties shall treat all information obtained from each other in the context of the agreement as confidential and shall not disclose it to third parties.
- 12.2** The customer is not allowed to use SOLVINQ B.V.'s software and services for unlawful purposes or in violation of the general terms and conditions.

12.3 SOLVINQ B.V. will take appropriate measures to ensure the confidentiality of the customer's data.

13 Other Provisions

13.1 If any provision of these general terms and conditions is found to be null or void, the remaining provisions shall remain in full force and effect.

13.2 In such case, parties shall consult to agree upon a new provision that is as close as possible to the original provision.

13.3 The customer is not entitled to transfer their rights and obligations under the agreement to third parties without prior written consent from SOLVINQ B.V.

14 Service Level Agreement (SLA)

14.1 SOLVINQ B.V. will strive to provide the software and services at the highest level of availability and reliability.

14.2 The precise guarantees and agreements regarding availability and performance will be set forth in a separate Service Level Agreement (SLA).

15 Maintenance and Updates

15.1 SOLVINQ B.V. is entitled to maintain and update the (cloud) software at any time.

15.2 SOLVINQ B.V. will make efforts to minimize any interference with the customer's use of the (cloud) software during these activities.

15.3 If these activities nevertheless result in an interruption of the (cloud) software, SOLVINQ B.V. will promptly notify the customer and ensure the interruption is as brief as possible.

16 Final Provisions

16.1 These general terms and conditions come into effect when the customer agrees to SOLVINQ B.V.'s quotation.

- 16.2** These general terms and conditions replace all previous agreements and arrangements between SOLVINQ B.V. and the customer regarding the software and services.
- 16.3** SOLVINQ B.V. is entitled to transfer its rights and obligations under this agreement to third parties without prior written consent from the customer.
- 16.4** If any provision of these general terms and conditions is nullified or declared void, the other provisions shall remain in full force.
- 16.5** These general terms and conditions remain in effect after the termination of the agreement between SOLVINQ B.V. and the customer, unless expressly agreed otherwise.

Last Revised: **September 1, 2023**

SOLVINQ B.V.
Bijlsmalaan 8
7009 AK Doetinchem
info@solvinq.com