

General Terms and Conditions – NLX Software B.V.

Article 1 – Definitions

In these terms and conditions, the following definitions apply:

- **NLX Software B.V.:** the supplier of software and ICT services, located at Printerweg 38, 3821 AD Amersfoort, registered at the Dutch Chamber of Commerce under number 72409258.
 - **Customer:** any natural or legal person who enters into an agreement with NLX Software B.V.
 - **Software:** all software delivered by NLX Software B.V., including applications, modules, SaaS services, licenses, APIs, implementations, and custom software.
 - **SaaS service:** online software provided as a service via the cloud.
 - **Agreement:** the agreement between NLX Software B.V. and the Customer regarding the delivery of software and/or ICT services.
 - **Support:** assistance provided by NLX Software B.V., including helpdesk, bug fixes, and updates.
 - **Data Processing Agreement (DPA):** agreement regarding the processing of personal data in accordance with the GDPR.
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Article 2 – Applicability

1. These terms and conditions apply to all offers, agreements, licenses, deliveries, and services of NLX Software B.V.
 2. Deviations are only valid if agreed upon in writing.
 3. Any purchase or other terms of the Customer are explicitly rejected.
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Article 3 – Offers and Conclusion of Agreement

1. All offers and quotations are non-binding unless stated otherwise.

2. An agreement is concluded when the Customer accepts NLX Software B.V.'s offer in writing or when the Customer makes actual use of the software/service.
 3. NLX Software B.V. may refuse an assignment without providing reasons.
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Article 4 – Delivery of Software and Services

1. NLX Software B.V. provides software and services on a **best-efforts basis**, unless explicitly agreed otherwise.
 2. Delivery of software takes place in the form of licenses, SaaS access, or technical installation.
 3. Unless otherwise indicated, configuration, implementation, integrations, and customizations are not included.
 4. Delivery times are indicative. Exceeding them does not entitle the Customer to compensation.
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Article 5 – Licenses and Usage Rights

1. The Customer is granted a **non-exclusive, non-transferable license** to use the software.
 2. Source code, development files, and documentation remain the property of NLX Software B.V. at all times.
 3. It is prohibited to:
 - copy, distribute, or sell the software;
 - reverse engineer, decompile, or modify the software;
 - use the software on more systems or accounts than agreed.
 4. Licenses are valid for the duration of the agreement unless otherwise agreed.
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Article 6 – Maintenance, Updates, and Support

1. NLX Software B.V. provides updates, security patches, and technical improvements if included in the agreement.
 2. Support is provided via email, phone, and ticketing system within the stated response times.
 3. Bug fixes are included; new functionality is not, unless agreed otherwise.
 4. Temporary unavailability of software for maintenance may occur.
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Article 7 - Fees and Payment

1. All prices are **exclusive of VAT**, unless stated otherwise.
 2. SaaS and license fees are invoiced annually.
 3. Invoices must be paid within 30 days.
 4. Late payment may result in suspension of access to software and services.
 5. Rates may be indexed annually.
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Article 8 - Custom Software and Development Work

1. Separate agreements and rates apply for custom software.
 2. All intellectual property rights to custom software remain with NLX Software B.V., unless agreed otherwise in writing.
 3. Approval after delivery signifies that the Customer has accepted the functionality.
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Article 9 - Liability

1. NLX Software B.V. is not liable for **indirect damage**, such as consequential loss, lost revenue, or data loss.
2. NLX Software B.V.'s liability is limited to the invoice value of the relevant assignment per year.

3. NLX Software B.V. is not liable for disruptions or downtime caused by third parties, internet providers, hosting providers, cyberattacks, or the Customer's hardware.
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Article 10 – Privacy & GDPR

1. NLX Software B.V. processes personal data in accordance with the GDPR.
 2. If NLX Software B.V. processes personal data on behalf of the Customer, a **Data Processing Agreement (DPA)** will be concluded.
 3. The Customer is responsible for the correct provision, storage, and deletion of personal data within the software.
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Article 11 – Confidentiality

1. Both parties are obliged to maintain confidentiality of all confidential information.
 2. This obligation continues even after termination of the agreement.
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Article 12 – Force Majeure

1. NLX Software B.V. is not liable for shortcomings caused by force majeure, including technical failures, illness, government measures, cyberattacks, natural disasters, or service disruptions by third parties.
 2. If force majeure lasts longer than 60 days, both parties may terminate the agreement without compensation.
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Article 13 – Duration and Termination

1. License agreements and SaaS services are concluded for the agreed term and are automatically renewed unless otherwise agreed.
2. Termination must be in writing with a notice period as mentioned in the contract.
3. Upon termination, access to software and licenses expires.

4. Already paid fees are not refunded.

Article 14 – Governing Law and Disputes

1. These terms and conditions are governed exclusively by **Dutch law**.
 2. Disputes are preferably resolved amicably; if not possible, they will be submitted to the competent court in the district where NLX Software B.V. is established.
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Article 15 – Changes to the Terms and Conditions

NLX Software B.V. may amend these general terms and conditions. The most recent version is always available at:

<https://nlx.global/>