UbliBot General Conditions

UbliBot is a brand of LEFT Technology BV

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1. Definitions

1.1. Platform: The generic software that UbliBot provides, including the UbliBot SaaS (Software as a Service) environment and API.

1.2. Service: making and keeping the platform available.

1.3. Agreement: the agreement between UbliBot (supplier) and Customer (Customer) for the Service.

1.4. Rates: the price of the services in accordance with the agreed rates page.

1.5. Customer: the legal person or natural person who has entered into an agreement with UbliBot.

1.6. User: the natural person who uses the Service and has been validated by UbliBot as a user of the Services.

1.7. Contact person: the User who is authorized to sign on behalf of the Customer to enter into an agreement and the user represents this by acting as the contact person.

1.8. Admin: the created User who has been granted administrative rights by the Contracting Party in the Customer's environment.

2. Applicability

2.1. These general terms and conditions apply to all assignments and subsequent assignments for a UbliBot agreement.

2.2. The current agreement is stated on the UbliBot website.

2.3. By creating an UbliBot account, the Customer declares that he agrees with the applicability and content of these terms and conditions.

3. Offers

3.1. All offers from UbliBot are without obligation, unless otherwise specified by UbliBot in writing.

4. Reimbursement and payment

4.1. All mentioned Rates are – unless otherwise stated – in Euros and excluding sales tax (VAT) or other levies imposed by the government.

4.2. If the Customer consists of several natural persons and / or legal persons, each of these persons is jointly and severally liable to pay the amounts owed under the agreement on a monthly basis.

4.3. The amounts will be invoiced conform to the agreed service terms. In the case of overage rates, amounts for overage rates will be invoices after each agreed period and will be calculated on the basis of the actual consumption as agreed.

4.4. UbliBot is entitled to adjust the prices at any time. UbliBot will announce the changes in writing or via the Service at least thirty (30) days prior to entry into force so that the Customer can take note of them.

4.5. If the Customer does not wish to accept the price change as referred to in the previous paragraph, it may cancel the Agreement. Use of the Service after the effective date applies as acceptance of the amended or supplemented conditions.

4.6. In case of an API related service, UbliBot is entitled, whether or not automated, to read the number of API calls made -to the API services listed below- by Customer and to use it to arrive at a correct calculation and invoicing. UbliBot's systems provide correct and complete proof of this, without prejudice to the Customer's right to provide proof to the contrary.

4.7. UbliBot will automatically send the customer an invoice each conform the terms of the service. The payment term of the invoice is 7 days. Service terms are:

- Project billing (custom agreed pricing and billing cycle)
- Monthly billing cycle
- Annually billing cycle
- Overage charges, billed at the end of the month

4.8. If the Customer for any reason whatsoever does not pay the full payment of the due payment in time, the Customer will owe statutory interest on the outstanding amount without any notice or notice of default being required. If, after a reminder or notice of default, the Customer continues to fail to pay the claim, UbliBot may transfer the claim. In this case, in addition to the total amount owed up to that time, the Customer is also obliged to reimburse all collection costs, including all costs calculated by external experts. All this without prejudice to UbliBot's right to suspend

all or part of the execution of the subscription and to UbliBot's right to exercise any other legal and / or agreed right.

5. The Service

5.1. UbliBot will provide the Service to the Customer during the term of the Agreement. The information required for the use of the Service is provided by UbliBot to the Customer.

5.2. The Customer may have the Service used by Users inside or outside the organization for business purposes of the organization.

5.3. UbliBot will provide the Service in accordance with the agreed Service Level Agreement (SLA). If UbliBot does not reach a described service level, the SLA will regulate the consequences. Insofar as the SLA mentions availability percentages, they are measured over a calendar month and the pre-planned maintenance hours described in the SLA are not taken into account for determining the percentage. Availability means that the Services can be reached via the Internet. Availability therefore does not include: (a) the availability of the External systems with which the Services exchange data and / or files, and (b) the existence of a working point-to-point connection between the Service and the External systems. After all, UbliBot cannot exert any influence on the systems at the Customer, the linked External systems and the intervening Internet infrastructure.

5.4. UbliBot will take the measures described in the SLA to protect information stored on the server (s). The information regarding these measures is available to the Customer. Users are expected to use the adequate available safety equipment, insofar as these are not already enforced.

5.5. UbliBot has the right to adjust the Services from time to time to improve functionality and to correct errors. UbliBot will endeavor to resolve any errors in the Services, but cannot guarantee that all errors will be corrected. If an adjustment leads to major changes in functionality, UbliBot will inform the Customer of this at least 24 hours before the change. Because the Service is delivered to multiple customers, it is not possible to waive a specific adjustment only for a specific Customer. Users always log in to the most recent version of the Service.

6. Use of the Service

6.1. The Users determine which documents and / or data files are stored and / or processed and / or exchanged using the Service. UbliBot only takes note of the information in these documents and / or data files to the extent that this is necessary for the performance of the Service. The Customer is therefore responsible for ensuring that this information is lawful and does not infringe the rights of third parties. UbliBot accepts no liability whatsoever for documents or data files stored, processed and exchanged using the Service. The Customer indemnifies UbliBot against claims from third parties that are based on the statement that the documents, data files and

data files stored, processed and exchanged by the Customer, User and / or other parties involved using the Service are unlawful.

6.2. The Customer and Users are not permitted to supply, store or process data that have nothing to do with the Service. UbliBot reserves the right to check the contents of stored documents and data files for irregularities by means of continuous automatic checks and remove these unauthorized data.

6.3. UbliBot cannot be held responsible for the accuracy of data exchanged with an external system, nor for following standards applicable at the Customer. UbliBot supports the processing of data from many sources, but must be operated by skilled Users.

6.4. UbliBot is not responsible for checking the legibility or content quality of the data received.

6.5. If it appears that information stored and / or exchanged by Users using the Service is unlawful, UbliBot will act promptly to remove that information or to make access to it impossible. Under no circumstances will UbliBot be liable for damage resulting from that action. UbliBot is also not liable for unlawful acts of the Customer or Users.

6.6. UbliBot, the Customer and Users are obliged to keep secret the user names, passwords and authentication tokens provided by UbliBot or created by Users. UbliBot is not liable for misuse or loss of user names and passwords by the Customer, and may assume that Users who log in with the user name, password or token are actually authorized Users. As soon as the Customer knows or has reason to suspect that usernames and passwords have fallen into the hands of unauthorized persons, UbliBot must be notified immediately in writing and by telephone.

6.7. Every User is able to change their own password. Owner and Administrator (s) are able to change User passwords. Users are responsible for choosing secure passwords and for regularly changing passwords.

6.8. The Users are obliged to carefully follow UbliBot's instructions for use and instructions and are bound by the prevailing habits of normal business use of such a Service.

6.9. UbliBot and the Customer are not entitled to transfer the rights and obligations from the Agreement to a third party without the prior consent of the other party. This permission will not be refused without reasonable grounds; however, the consenting party is entitled to attach conditions to the granting of this consent.

6.10. The Customer allows the UbliBot to change or replace any part of the (underlying) software or Service without prior permission in order to provide a

Service or Service with functionality and quality that are constant or improved for the Customer.

7. Support

7.1. The Customer is entitled to online support with the use of the Service and with regard to the functionality of the Service. UbliBot cannot guarantee the correctness and / or completeness of answers.

7.2. The operation and guarantees of support are further described in the Service Level Agreement.

8. Confidentiality

8.1. Both UbliBot and the Customer will maintain confidentiality with regard to data and information regarding the business affairs of the other party or parties obtained during the performance of the agreement. In particular, UbliBot will maintain confidentiality with regard to data and information that are stored and / or exchanged using the Service. UbliBot employees do not have ever access to customer data without explicit permission of the customer.

8.2. In some circumstances, for example for support on customer's request. UbliBot employees need to have access to the Service. These employees have individually signed a confidentiality agreement with UbliBot with regard to the Customer's stored data.

9. Privacy

9.1. The UbliBot privacy statement applies.

9.2. The UbliBot cookie statement applies.

9.3. The use of the Service may entail the processing of personal data. UbliBot acts as an independent intermediary (processor). In that capacity, UbliBot will comply with all of its legal obligations. If the Customer is established in a country where the General Data Protection Regulation (AVG) applies, the Customer also accepts the Processor Agreement as an addendum to these General Terms & Conditions & SLA when entering into the agreement.

9.4. All employees who act under the authority of UbliBot and have access to the personal data will also observe confidentiality with regard to the data that they are aware of, unless a legal provision obliges them to communicate. UbliBot will take appropriate technical and organizational measures to protect the Customer's data against loss or any form of unlawful processing. These measures will be appropriate, taking into account the state of the art and the costs involved. UbliBot will, in particular, exercise extreme care to prevent unauthorized persons from providing unauthorized access to Customer data.

10. Property Rights

10.1. The Customer is and remains the owner of the data supplied by Customer within the Customer environment.

10.2. In the case UbliBot is a processing service, Customer data are normally deleted within 96 hours of upload. Data can only be saved after the Customer's explicit permission.

10.3. The Customer can independently remove data from the Customer environment.

10.4. The Customer grants UbliBot the right to use and process data supplied, this is required for the operation of the UbliBot Service.

10.5. All intellectual or industrial property rights to the Service, an extension and the Service rest exclusively with UbliBot and / or its licensors. Provision of the Service does not imply a transfer of copyright or any other intellectual or industrial property right to the Service.

10.6. All infrastructure, platform, software, devices and rights of the Service are the property of UbliBot.

10.7. The use of the Service and / or Service is not transferable by the Customer or any other party without the prior written permission of UbliBot. By purchasing a Subscription, the Customer will have the right to use the Service during the term of the Subscription.

11. Force majeure

11.1. If UbliBot is prevented from fulfilling an obligation under the Agreement as a result of force majeure, then both UbliBot and the Customer are not obliged to perform for the duration of the agreement. Force majeure also includes a non-attributable shortcoming on the part of suppliers to UbliBot.

11.2. If the force majeure situation has lasted longer than 14 days, the Customer has the right to terminate the Agreement by giving written notice to UbliBot. Performances that have already been performed are then charged proportionally, without the parties owing each other anything else. If, due to force majeure, the Customer is unable to fulfill an obligation under the Subscription, UbliBot may unilaterally terminate the agreement after a period of 14 days. However, the obligation to pay by the Customer remains in full force until the time of termination.

12. Liability

12.1. UbliBot offers no guarantees. All liability of UbliBot for attributable failure to comply with the Agreement is excluded. Under no circumstances are UbliBot and / or its respective suppliers liable for any special, indirect or consequential damages, or any other damages as a result of any cause and from any source of liability, whether contractual, legal, or tort (including negligence or otherwise) as a result of or in

connection with the use of the Service. This also applies to damage due to limitations of the software or to the documents available through the Service.

12.2. UbliBot is not liable for indirect damage, including consequential damage, lost profit, lost savings and damage due to business interruption. Nor is UbliBot liable for damage or loss of stored data, regardless of whether this data represents a monetary value.

12.3. If a certain action by the Customer or Users demonstrably endangers the general operation of the Service, UbliBot is entitled, after a first written warning and written warning, to deny or prevent users from accessing the Service for a certain period of time.

13. Duration, termination and modification of the agreement

13.1. The agreement enters into force on the date that the customer creates an UbliBot account. This is the confirmation that the Subscription has been confirmed by the Customer.

13.2. The agreement of all services is entered into for a period of one year, unless a different duration is agreed. The payed services are automatically extended by one year every year.

13.3. Both parties can terminate the service at any time. Cancellation fees apply if the usage of the Annual-Paid-Monthly billing option is over the service average, or monthly average or when the API overage charges applies. Both parties must terminate the agreement via the SaaS Portal or by e-mail (support@UbliBot.com).

13.4. Both UbliBot and the Customer are entitled, without being obliged to pay damages, to dissolve the Agreement in whole or in part by registered letter or to claim its dissolution in law if: a) the other party has failed to fulfill one (1) or more of its obligations after being given a reasonable period of thirty (30) days in writing to comply with this obligation (s); b) the other party applies for suspension of payment or bankruptcy; c) the other party is declared bankrupt; d) the other party's company is liquidated.

13.5. Customer has the right to change the agreed Agreement form. A change is made on the first day of a new calendar month, taking into account the durations and notice periods of specific forms of agreement. From the date of change, the Customer will owe the amended form of agreement.

14. Beta releases

UbliBot reserves the right to materially change or discontinue Software or Services designated in Beta stage at any time and without notice to Customer. Access or use of Software or Services identified as not generally available for commercial use, such as "Beta" or "Pre-Release" ("Beta Product"), is restricted to Customer's internal performance evaluation of the Beta Product. Beta Services are for evaluation

purposes and not for production use, are not considered "Services" under this Agreement, are not supported, and may be subject to additional terms. Customer's access to the Beta Product may be interrupted during maintenance periods. UbliBot is not obligated to finally release any version of the Beta Product. Customer will report to UbliBot unusual, unplanned, or out of the ordinary events observed in the Beta Product. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE BETA PRODUCTS MAY CONTAIN BUGS, ERRORS AND DEFECTS AND ARE NOT EXPECTED TO FUNCTION WITHOUT INTERRUPTION. UbliBot WILL HAVE NO LIABILITY FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH A BETA PRODUCT.

15. Exit

15.1. After termination of the Agreement, UbliBot will delete all Data within 24 hours, unless otherwise agreed in writing.

16. Change of agreement

16.1. UbliBot is entitled to change these General Terms and Conditions, provided that it notifies the Customer of the intended changes no later than thirty (30) days before. These changes also apply to existing Agreements.

16.2. Changes of minor importance can be implemented at any time, without the Customer's right to cancel the Agreement.

16.3. If the Customer does not want to accept a change in these terms and conditions, he can terminate the Agreement by this date until the new terms and conditions take effect. Use of the Service after the effective date applies as acceptance of the amended or supplemented conditions.

17. Miscellaneous

17.1.1. Dutch law applies to this Agreement and all ensuing or related disputes. Any dispute between the Customer and UbliBot with regard to the Agreement will be submitted to the competent court in Arnhem.

17.1.2. UbliBot will only use the name and logo of the Customer in press releases, product brochures and on UbliBot's website (s) only after explicit permission from the customer to state that the Customer is a customer of UbliBot.

17.1.3. For internal use, UbliBot is permitted to monitor the Customer's environment for correct use or to test it against the correct operation of a newer version of the Service.

17.1.4. The Service Level Agreement (SLA) is subject to change and is subject to change without notice, while maintaining or improving the service level.

17.1.5. Without prejudice to its own responsibility, UbliBot may engage third parties in the performance of the agreement without prior permission being required. UbliBot

may also transfer or change its legal relationship on the basis of this agreement to a third party without further cooperation, provided that such transfer takes place as part of the transfer of (a substantial) part of UbliBot's business.

17.1.6. Deviations from the agreement are only valid if agreed in writing. Notifications on the basis of this agreement must be in writing, unless stated otherwise in the agreement.

17.1.7. The applicability of any purchase or other terms and conditions of the Customer is expressly rejected.