

**bizaline**

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# Terms & Conditions

 **MY CONTRACT  
MANAGER**

 **MY PROGRAM  
MANAGER**

 **OGSM**  
software

[info@bizaline.com](mailto:info@bizaline.com) · Europalaan 2, 3526 KS Utrecht

# Terms & conditions

## Bizaline software

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### 1. Definitions

1. When we say, “**Bizaline**”, “we,” “our,” or “us,” we’re referring to Bizaline BV, our employees, directors, officers, affiliates, and subsidiaries.
2. When we say “**Client**”, “you” or “your”, we are referring to the person or entity registered with us to use the Software and/or Services that Bizaline offers and which enters into an agreement with Bizaline.
3. When we say “**Terms**”, we mean our Terms of Service, which includes our Privacy Policy.
4. When we say “**Software**”, we mean any of the digital SaaS platforms offered by Bizaline, including OGSM Software, MyContractManager, MyProgramManager, as well as any custom products built on the same technical foundation.
5. When we say “**Services**”, we mean the Implementation process described in our offer, the Service Level Agreement, updates & upgrades, maintenance, consultancy and support, which will all be carried out by Bizaline for the Client, as long as the Agreement between Bizaline and the Client states that the Service will be provided by Bizaline in addition to the Software licence.
6. When we say “**Licence Fee**”, we mean the fee that is paid for the use of the Software.
7. When we say “**Service/Consultancy fee**”, we mean the fee that is paid for the Services provided by our senior and junior consultants before, during and

subsequent to the implementation of the Software.

8. When we say “**Administrator(s)**”, we mean the employee/’super user’ that is available and responsible for the administrator role during the Agreement. This person will act as the central communication hub between Bizaline and Client’s other employees.

### 2. Applicability, offers & delivery

1. These Terms apply to all offers and contracts pursuant to which the Client purchases the right to use the Software and/or enters into another agreement regarding Services related to the Software, with Bizaline.
2. The applicability of any of Client’s general or standard conditions to the Agreement will not be accepted by us and are explicitly rejected. In any case, these Terms prevail over any general or standard conditions established by the Client.
3. In the event of a conflict or contradiction between the provisions of the Terms and the Agreement, service level agreements and/or any other Client specific contracts between Bizaline and the Client, the provisions of the Agreement, service level agreements and/or Client-specific contracts will prevail.
4. All offers made by Bizaline are without obligation, non-binding and subject to our written confirmation.
5. If an offer does not contain an explicit term for acceptance, we are entitled to withdraw the offer before, and up to two working days after, receiving acceptance from you.
6. The Agreement enters into effect at the moment we receive your written agreement with our offer. The agreement

- consists exclusively of the agreed offer or order confirmation and these Terms, unless we have explicitly agreed otherwise in writing (see “The Agreement”).
7. The Agreement replaces and sets aside all previous (oral or written) offers, correspondence, agreements or any other communication.
  8. Client is responsible for checking and establishing whether the Software is complete and meets the agreed requirements within 48 hours after the implementation of the Software.
  9. Any times, delivery dates and other dates mentioned by Bizaline in our offer are approximate only and are not strict deadlines, but we will make a legitimate effort to meet these estimates.

### 3. Data, data security & confidentiality

You wouldn't just trust any company with your data, especially when it comes to your strategic business plan. At Bizaline, security is paramount to all we do. Your data is stored at AWS in Europe, who have the highest performance in terms of security. Our software developers work in accordance with the ISO 9001 and ISO 27001 standards. Bizaline applies the following security measures:

- We use an encrypted connection between the client, device and host (https)
- We adhere to best practices for passwords (length and complexity)
- Clients can turn on two-step authentication
- We regularly audit all login attempts (failed and successful logins)
- Our support team receives immediate notification of failed log in attempts and takes appropriate action
- With AWS, we use the data provider with the highest levels of data security (facilities security)
- We require our staff and recommend our clients to store passwords in encrypted databases
- All data stays in the cloud. Note: if a client downloads a report or a document on a local device, the client will be responsible for the security of that data.
- Clients can choose to apply IP whitelisting and blacklisting
- We apply strict security procedures for our own staff (HR policy)
- Annual independent audit commissioned
- Application for ISO-27001 in progress
- Bizaline B.V. endeavors to maintain an A+ on Immuniweb
- Bizaline B.V. carries out pen and hack tests on a quarterly basis. Results are reported to the Management Team and any recommended actions are taken promptly.
- Clients own and manage their own data.
- During implementation, conversion and/or support, Bizaline will possibly gain access to your confidential information. We will treat all information as being confidential and no information (including customer-specific templates without “live” data) will be shared, used or presented to other parties outside Bizaline.

### 4. Service Level Agreement (SLA)

1. Bizaline guarantees that our Software is available 365 days per year without interruption, except in cases of force majeure (see article 16) or due to upgrades (see article 4.3). In case the service is unavailable during regular working hours (9am – 4pm) for more than 3 hours after the Client notifies Bizaline of the unavailability, we shall decrease the yearly License Fee by 1/52 per day.

The decrease of the yearly License Fee is limited to a maximum that is equal to the yearly license fee of the current year. In the event that Software performance are below the levels indicated in the SLA (article 4) we take corrective actions (provisions in SLA agreement(s) may apply).

2. Furthermore, Bizaline guarantees that it has all rights and licenses in order to provide the Services under this Agreement.
3. In order to maintain the Software, Bizaline will perform the necessary updates and upgrades. These updates will, whenever possible, be performed outside of office hours (GMT+1). The Software (application) may not be available for brief periods of time due to those upgrades and/or updates (also see article 6.1).

## 5. Support

1. The License Fee includes access to phone and email support. Bizaline will supply support to a fair extent during regular office hours (9am – 4pm) to a limited number of employees in the Client's organization. Our support team is available (at least within 1 hour during office hours) through online messages in our software, by email and phone.

## 6. Updates & upgrades

1. You are informed about and agree to the fact that Bizaline's Software products are under constant development and continuous improvement. Momentary unavailability of the Software due to these improvements does not constitute a claim under the warranties or any other claim for you. New releases are communicated in a timely manner to the Client's Administrator(s). Any upgrades

and/or updates are provided to you free of charge. Maintenance activities are carried out after office hours (GMT+1) unless urgent maintenance is required to keep the Software available.

1. Development costs will be added if the Client requires development outside the scope of the Agreement, e.g. to develop new report templates or API connections to other software. No development will be initiated without a written confirmation from the Client.

## 7. Intellectual Property

1. Bizaline possesses intellectual ownership of its brand and Software products. You may not copy, reproduce, alter, modify, resell, mirror, or create derivative works of Bizaline Software, our Services, or our content without our written permission.

## 8. Passwords and Accounts

1. All Clients are required to maintain a responsible password policy. Bizaline cannot be held responsible or liable for any irregular access to data resulting from inadequate data security policies by its Clients.

## 9. Communication

1. Bizaline Software requires the Client to assign a minimum of one Administrator, so that dependence on OGSM Software's support systems and services is minimized (also see article 5 regarding "support").
2. When signing up for an account, all Users have the option to opt in or out of news and promotions. Even if Users opt out of such communications, they may still receive automated e-mails relevant to their workspace, as well as occasional non-marketing information on major OGSM Software updates and releases.

## 10. Contract period

1. The Agreement will automatically renew on a monthly or yearly basis, depending on the agreed contract term.

## 11. Termination

1. The Agreement can be terminated by the Client on a monthly or yearly basis, depending on the agreed contract term.
2. In the event of cancellation or termination, Bizaline will execute upon Client request a data transfer procedure to assure Clients maintain access to their data. Once this procedure has been completed and validated by the Client, their account will be disabled.
3. In the event of business discontinuity, such as requested or declared bankruptcy, requested or declared suspension of payment, dissolution or liquidation of the Client, the Agreement will end by operation of law.
4. Upon first request of the Client, Bizaline will make the necessary arrangements so that Clients may obtain access to the source code in case of Bizaline's definite business discontinuity (bankruptcy, dissolution or liquidation) and can continue to use the service.

## 12. Fees & Payment Terms

1. Our License Fees will be charged per year within a week after the Agreement commencement date, and after that – in case of renewal – every year within a week after the yearly renewal date of the Agreement. The subscription fee will be invoiced in advance as soon as Client is set up in our systems and is able to use the Software.
2. We reserve the right to adjust service fees with CPI annually.
3. All price lists, statements of cost,

brochures and other data relating to Bizaline's Software and Services that are provided by us are indicative and subject to change without prior notice; no rights can be derived from them. Prices will only be binding for us after Bizaline expressly confirms the offer in writing.

4. You are obliged to pay the License fees in accordance with the written contractual agreement within 30 days after the invoice date, without the possibility of claiming any discount offset or suspension, regardless of any (alleged) claim.
5. Invoices will be paid by transfer to the bank account appointed by Bizaline. The Client is in default by operation of law – without us being obliged to pay any compensation and without any (further) summons or notice of default required – in the event that the invoice is not paid within the before mentioned payment term of 30 days.
6. All prices are stated in Euro (EUR) and are excluding value added tax (VAT) and/ or any other (inter)national taxes, levies, duties, (import)fees or (delivery) charges.

## 13. Cancellation

1. The Client has the right to terminate their contract at renewal, with a 30 day notice period. You are solely responsible for the proper cancellation of your account. You may cancel your account by sending an email to [info@bizaline.com](mailto:info@bizaline.com).

## 14. Indemnification

1. Unless we agree otherwise in the Agreement, you agree to indemnify and hold us harmless from any and all demands, loss, liability, claims or made against us by any third party due to or arising out of or in connection with your use of Bizaline Software.

2. Client indemnifies Bizaline against all claims from third parties arising as a direct or indirect result from the Clients' non-compliance with the intended purpose and/or applicable laws and regulations regarding the Software and/or in case of any acts or omissions that result in third party damages.

## 15. Limitation of Liability

1. The contractual and non-contractual liability of Bizaline, which liability only exists in the event of direct damages and costs caused by default of the Agreement, is always limited to a maximum of 100% of the License Fee per year, except in case of malicious intent or wilful recklessness on behalf of Bizaline staff.
2. Client is fully and solely liable for the usage of the Software in compliance with the Software's intended purpose and in compliance with the applicable (inter) national laws and regulations in the country of usage.
3. The functioning of the Software depends on several variables, such as the hardware that the Client uses and whether the necessary maintenance is conducted. Because Bizaline does not have any influence on the way the Software is used by Client after the implementation of the Software, Bizaline is under no circumstances liable for:
  - Any indirect damages caused by your default (non-performance) regarding the Agreement;
  - Damages suffered by you as a result of acts or omissions by implementers, constructors, suppliers or other third parties that you use to carry out this or any other agreement related to the Software;

- Damages to the Software as a result of wrongly executed processing by or on behalf of the Client. At our request you will repeat processing, with new material delivered by Bizaline at your own expense;
- Your (or any third party's) loss of (manufacturers') warranty;
- Any errors or shortcomings on behalf of third parties (possibly engaged by you);
- The nature, qualifications, features, properties, quality, use, safety and/or the application of the products and/or services supplied by the Client to third parties; and/or
- Using the Software incorrectly or allowing the Software to be used incorrectly and/or for any other purpose than their intended purpose;
- Any direct or indirect damages due to using our Software with an outdated browser that does not support the latest standards, such as an old version of Internet Explorer.

## 16. Force Majeure

1. You agree that we are not liable for any delays or failure in the performance of any part of the Software and the Services, from any cause beyond our control, such as electricity failure, maintenance by utilities, internet failure due to acts of terrorism or any circumstance that originates in or is due to the business operation of the Client.

## 17. Miscellaneous

1. You agree that we are not liable for any delays or failure in the performance of any part of the Software and the Services,

from any cause beyond our control, such as electricity failure, maintenance by utilities, internet failure due to acts of terrorism or any circumstance that originates in or is due to the business operation of the Client.

## 18. Governing Law; Dispute Resolution

1. You agree that all matters relating to your access to or use of Bizaline Software, including all disputes, will be governed exclusively by the laws of the Netherlands. The Vienna Convention of the International Sales of Goods (CISG) does not apply.
2. In the event of any controversy or dispute between you and Bizaline arising out of or in connection with your use of our Software and Services, Bizaline and the Client hereby consent to the exclusive jurisdiction of the Dutch Civil Court in Utrecht.

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