



Identity of the entrepreneur:

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These general terms and conditions apply to agreements between Lizenso and its counterparty.

Article 1. Definitions and parties

1. SA Digital Solutions Ltd., trading as Lizenso.
2. General Terms and Conditions: the present document.
3. Supplier: a natural or legal person acting in the exercise of a profession or business who sells a software license to Lizenso.
4. Client: a natural person (natural person who does not act for purposes related to his trade, business, craft or profession and in that capacity purchases a software license from Lizenso) – or legal person acting in the exercise of a profession or business who purchases a software license from Lizenso.
5. Software License: a right to use standard software.
6. Written: in writing, both on paper and digitally, provided that the identity of the sender and the integrity of the content of the communication are sufficiently established.
7. Website: the Lizenso website can be consulted at www.lizenso.com.
8. Other party: Supplier or client who enters into an agreement with Lizenso.

Article 2. Offers

1. Lizenso reserves the right to change an offer(s) or quotation(s) for the sale of software licenses.
2. Personal offers from Lizenso are valid for 7 calendar days, unless stated otherwise in writing. Acceptance after the expiry of this period only leads to an agreement between Lizenso and the Other Party, if Lizenso expressly accepts the acceptance by the Other Party.

Article 3. Registration

1. The other party can register on the Lizenso Website by creating an account. During the registration procedure, the other party chooses a username and password. The other party is responsible for choosing a sufficiently reliable password. The account will be accessible by entering login details.
2. The other party is itself responsible for the confidentiality of the login details. The other party is not permitted to provide the login details to third parties without Lizenso's permission. The other party will also inform Lizenso without delay if the login details have been lost or lost.
3. The use of the account made available by Lizenso takes place under the responsibility and risk of the other party. If the other party suspects that the account is being abused, the other party must report this to Lizenso as soon as possible so that measures can be taken.

Article 4. Sale of Software Licenses

1. This section applies only to the sale of software licenses by Lizenso.
2. Lizenso supplies the software licenses as specified in the agreement and in accordance with article 6. Lizenso makes every effort to make the necessary information for the activation of the software license available to the client in Writing.
3. If desired, Lizenso provides advice on the operation of the software license. The Client is responsible for the installation and commissioning of the software. Lizenso is not responsible for providing the software to which the software license extends. For questions regarding the operation of the software, the client must contact the owner of the software.
4. The Client is at all times fully responsible for ordering the required version of a software license. After it has been made available to the client, the software license cannot be returned other than with written permission from Lizenso.
5. Lizenso guarantees that the licenses supplied can be used for the relevant software.
6. The scope of the Software License is limited to the license terms of the software owner.
7. The number of activations corresponds to the number on the invoice.
8. The transfer of the licenses is complete when the invoice amount has been paid.

Article 5. Delivery and delivery term

1. Unless otherwise agreed, Lizenso makes the software license available to the client as soon as possible after payment of the invoice by the client
2. The supplier must make the software license available to Lizenso within 7 days after the moment that Lizenso has accepted the offer from the Supplier. Payment of the invoice to the Supplier will take place no later than 30 days after the Supplier has made the relevant software license(s) available.

Article 6. Prices

1. All prices on the website and in brochures, price list(s), offers and other means of communication from Lizenso are in euros and include turnover tax (VAT) and other levies imposed by the government.
2. Prices as referred to in the previous paragraph are subject to programming and typing errors. No liability is accepted for the consequences of such errors.

Article 7. Payment terms

1. Lizenso will send an invoice to the client for all amounts owed by the client. When accepting an offer, the client agrees to electronic invoicing by Lizenso.
2. The payment term is stated on the invoice. If no payment term is included on the invoice, a term of 7 days after the invoice date applies. After the expiry of fourteen days after the payment term, the Client who does not pay on time is legally in default without notice of default being required. The Client owes statutory interest for commercial transactions on the outstanding amount without further notice of default.
3. In the event of late payment, in addition to the amount owed and the interest accrued thereon, the Client is obliged to pay full compensation for both extrajudicial and judicial collection costs (with a minimum of 250 euros), including the costs for lawyers, law firms, bailiffs and collection agencies.
4. The claim for payment is immediately due and payable if the Client is declared bankrupt, applies for a moratorium or if assets of the Client are seized in full, if the Client dies and furthermore, if it goes into liquidation or is dissolved.
5. In the above cases, Lizenso also has the right to terminate or suspend the performance of the agreement or any part thereof that has not yet been performed without notice of default or judicial intervention, without the Client being entitled to compensation for damage that may arise as a result.
6. The Client waives all rights with regard to settlement.

Article 8. Liability

1. Lizenso is only liable in the event of an attributable shortcoming in the fulfillment of obligations arising from this agreement and only for direct damage.
2. Lizenso's liability arising as a result of a shortcoming in the fulfillment of the agreement or otherwise is limited to direct damage with a maximum of the price agreed for the agreement. Under no circumstances will the total compensation for direct damage exceed EUR 5,000.
3. Direct damage is exclusively understood to mean all damage consisting of:
 - a. Reasonable and demonstrable costs that the relevant party has had to incur to exhort the other to (again) properly comply with the agreement;
 - b. Reasonable costs to determine the cause and extent of the damage insofar as they relate to the direct damage as referred to here;
 - c. Reasonable and demonstrable costs incurred by the relevant party to prevent or limit the direct damage as referred to in this article.
4. Any right to compensation for the other party lapses in any case in the event:
 - a. The Other Party has not taken measures to limit the damage immediately after the event that caused the damage was discovered;

- b. The other party has not informed Lizenso of all relevant information within three weeks after becoming aware of the damage.
5. The exclusions and limitations referred to in this article lapse if and insofar as the damage is the result of intent or willful recklessness on the part of the party causing the damage and/or its management.

Article 9. Force majeure

1. Lizenso is not obliged to fulfill any obligation towards the client if it is prevented from doing so as a result of a circumstance that is not due to fault, and is not for its account under the law, a legal act or generally accepted standards.
2. Force majeure in these General Terms and Conditions is understood to mean, in addition to what is understood in this regard in law and jurisprudence, all external causes, foreseen or unforeseen, over which Lizenso has no influence, but as a result of which Lizenso is unable to fulfill its obligations . In particular, force majeure is understood to mean; domestic disturbances, network attack, mobilization, war, transport disruption, strike, business disruption, supply stagnation, fire, flood, import and export barriers and in the event that Lizenso does not, for whatever reason, fail to deliver in as a result of which fulfillment of the agreement cannot reasonably be expected of Lizenso.
3. Lizenso can suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement, without any obligation to pay compensation to the other party.
4. Insofar as Lizenso at the time of the occurrence of force majeure has already partially fulfilled its obligations under the agreement or will be able to fulfill them, and the part fulfilled or to be fulfilled has independent value, Lizenso is entitled to fulfill or fulfill the obligations already fulfilled. will be billed separately. The client is obliged to pay this invoice.

Article 10. Confidentiality

1. The parties will treat information that is provided to each other confidentially if the information is marked as confidential or if the receiving party knows or should reasonably suspect that the information is intended to be confidential ("confidential information"). The content of the agreement is in any case confidential.
2. The obligation to treat confidential Information in strict confidence does not apply if the receiving party can prove that the information:
 - a. Was in the possession of the receiving party before the date of issue;

- b. Is available from a third party without the third party violating any confidentiality obligation towards the providing party by the provision;
 - c. Is available from publicly available sources, such as newspapers, patent databases, publicly accessible websites or services.
 - d. Independently and without using any information from the providing party, developed by the receiving party.
- 3. If a Party receives an order to issue Confidential Information from a competent authority, it shall have the right to issue it. However, the providing party will be informed about the order in advance and as soon as possible, unless the order expressly prohibits this. If the providing Party indicates that it wishes to take measures against the order (for example by means of summary proceedings), the receiving Party will wait until a decision has been made on this, insofar as this is legally possible.
- 4. The parties also impose the confidentiality obligations under this article on employees and third parties who are engaged for the implementation of the agreement and to whom the confidential information is provided.

Article 11. Applicable law

- 1. Dutch law applies to an agreement.
- 2. Insofar as not dictated otherwise by mandatory law, all disputes that may arise as a result of the agreement will be submitted to the competent Dutch court for the district in which Lizenso has its preference.

Article 12. Final provisions

- 1. If any provision of the agreement proves to be invalid, this will not affect the validity of the entire agreement. In that case, the parties will determine (a) new provision(s) as a replacement, which will give shape to the intention of the original agreement and General Terms and Conditions as much as is legally possible.
- 2. The parties are only entitled to transfer its rights and obligations under the agreement to a third party with the prior Written permission of the other party. Contrary to this, Lizenso is always entitled to transfer its rights and obligations under the agreement to a parent, subsidiary or sister company.
- 3. The version of any communication received or stored by Lizenso is considered to be authentic, subject to proof to the contrary to be provided by the other party.