

LOCALIGN GENERAL TERMS

Version 0.1

AT A GLANCE

This is a short explanation. If this short explanation says something different from the text below, the text below prevails.

These General Terms, together with the Data Processing Agreement and the AI Annex, form part of your contract with Localign. That whole contract is called the Main Agreement.

Our most important arrangements:

- We deliver our product per user. Each user has their own subscription, which in this document we call a 'Seat'.
- You choose a monthly or annual subscription. The subscription continues automatically until you cancel. You can cancel through the admin panel, no later than one day before the renewal date.
- You pay in advance, by iDEAL, credit card, or direct debit.
- You are responsible for the use of our product within your organisation. Only share data that you are permitted to share under law and contract.
- Our product uses artificial intelligence, abbreviated as AI. AI can make mistakes. You assess for yourself whether an answer is correct before you use it.
- We are not liable for damages caused by erroneous AI answers, except where we have done something culpably wrong.
- We may adjust our prices. We give ample advance notice.
- Have a question or complaint? Email us at trust@localign.com.

PARTIES

Version: 0.1 Date: _____

1. The Customer

Name of organisation or natural person: _____

Legal form (if applicable): _____

Registered office or place of residence: _____

Address: _____

Chamber of Commerce number (if applicable): _____

Duly represented by: _____

Position: _____

Hereinafter referred to as: "Customer".

2. Localign B.V.

Registered office in 's-Hertogenbosch, the Netherlands.

Address: Stationsplein 91, 5211 BM 's-Hertogenbosch, the Netherlands.

Chamber of Commerce number: 99040417.

Contact for questions about these General Terms: trust@localign.com.

Duly represented by: Casper Rutjes.

Position: Managing Director.

Hereinafter referred to as: “Localign”.

Customer and Localign hereinafter jointly referred to as: “Parties”, and individually as: “Party”.

WHEREAS

1. the Customer and Localign have entered into a Main Agreement pursuant to which Localign provides the Localign product to the Customer (hereinafter: “the Main Agreement” and “the Product”), the Main Agreement being concluded through self-serve subscription via the Localign website or through a separately signed agreement;
2. in addition to the Main Agreement, these General Terms, the Data Processing Agreement and the AI Annex apply to the supply and use of the Product;
3. these General Terms set out the commercial, operational and legal frameworks that are not covered by the Data Processing Agreement (the Processing of Personal Data) or by the AI Annex (the application of the EU AI Act);
4. Customer may be either a legal entity or a natural person (consumer), and mandatory consumer protection under Section 6.5.3 of the Dutch Civil Code prevails over any conflicting provision;
5. operational and technical detail, prices and feature descriptions are published on localign.com and on the Trust pages at trust.localign.com.

AGREE AS FOLLOWS

These General Terms form an integral part of the Main Agreement. The Main Agreement may be concluded through self-serve subscription via the Localign website, in which case it consists of the Order Confirmation, these General Terms, the Data Processing Agreement, and the AI Annex. The Main Agreement may also consist of a separately signed agreement between the Parties into which these documents are incorporated or replaced. The full order of precedence between documents is set out in article 20.3. Where Customer is a consumer, mandatory consumer protection under Section 6.5.3 of the Dutch Civil Code prevails over any conflicting provision.

1. Definitions

Terms defined in the Data Processing Agreement and the AI Annex (including Customer, Localign, Product, Customer Data, End User, Data Processing Agreement, AI Annex, Third-Party AI Models, High-Risk AI System and Prohibited AI Practices) have the same meaning in these General Terms. The following additional definitions apply:

1.1 Seat

A right of use within the Product, linked to a single natural person, in a variant chosen by Customer as described on localign.com/pricing.

1.2 Organisation Administrator

An End User designated by Customer with administrative rights in the Product’s admin environment.

1.3 Subscription Period

The chosen term during which Customer takes the Product, being either a month or a year.

1.4 Renewal Date

The date on which a Subscription Period ends and, absent timely cancellation, is automatically renewed.

1.5 Fair Use

The usage limits for the AI features of the Product as described in article 12.

1.6 Main Agreement

The agreement between the Parties pursuant to which Localign provides the Product to the Customer. The Main Agreement consists, in the case of self-serve subscription via the Localign website, of the Order Confirmation together with the General Terms, the Data Processing Agreement, and the AI Annex. In the case of a separately signed agreement, the Main Agreement consists of that agreement and the documents incorporated into or replacing it.

1.7 Order Confirmation

The order confirmation that the Customer receives from Localign after successful payment, containing at least the party details, the selected package, the number of Seats, the price, the start date, the term, the Renewal Date, the applicable versions of the General Terms, the Data Processing Agreement, and the AI Annex, and the time of acceptance.

2. The Product and the licence

2.1 Provision of the Product

Localign makes the Product available to Customer as a cloud service for the duration of the Subscription Period. Customer and its End Users obtain a personal, non-exclusive and non-transferable right of use of the Product.

2.2 Seats and variants

The right of use comprises a number of Seats determined by Customer. A Seat is linked to a single natural person. The available seat variants and their associated functionality are published on localign.com/pricing and localign.com/features.

2.3 Functionality per variant

The functionality available to an End User depends on the chosen seat variant. Localign keeps the description of functionality up to date on localign.com/features.

2.4 Personal use

Use of a Seat is personal. Account or login credentials are not shared between multiple persons and cannot be used simultaneously by more than one person.

2.5 Re-allocation of Seats within Customer's organisation

The Organisation Administrator allocates Seats to End Users and may re-allocate a Seat to another End User within Customer's organisation, provided the original End User no longer has access to the Product before the re-allocation. A Seat may not be transferred to a person outside Customer's organisation.

2.6 On-premises and private cloud

If Customer wishes to take the Product, in whole or in part, in its own environment or in an environment of its choosing, separate commercial and technical arrangements apply, recorded in a supplementary agreement. These General Terms continue to apply to the extent they are not expressly and in writing departed from.

3. Commencement and term

3.1 Commencement

The Main Agreement and the associated subscription commence at the moment Customer's first payment is successfully received by Localign or its payment service provider. Where Customer is a consumer, Customer declares upon entering into the Main Agreement that it wishes the Product to be supplied immediately and thereby expressly waives its right of withdrawal under Article 6:230o(1)(c) of the Dutch Civil Code in respect of the part of the service already supplied.

3.2 Subscription Period

Customer chooses a Subscription Period of one month or one year on entering into the Main Agreement. The Subscription Period is visible in the admin environment.

3.3 Automatic renewal

Upon expiry, the Subscription Period is automatically renewed for an equal period unless Customer cancels in good time as described in article 5.1. For consumers, after the first Subscription Period the monthly cancellation regime of article 5.1 applies, regardless of the originally chosen period.

3.4 Switching between subscription forms

Customer may switch between a monthly and an annual subscription via the admin environment. The change takes effect on the next Renewal Date.

4. Mid-term changes to the subscription

4.1 Adding Seats

Customer may add Seats at any time via the admin environment. Added Seats are charged pro rata for the remainder of the running Subscription Period and are immediately payable.

4.2 Reducing the number of Seats

Customer may indicate via the admin environment that it wishes to reduce the number of Seats. The reduction takes effect on the next Renewal Date. No refund is granted for Seats already invoiced or paid in advance.

4.3 Upgrade to a higher seat variant

An upgrade of a Seat to a higher variant takes effect immediately. The price difference is charged pro rata for the remainder of the running Subscription Period.

4.4 Downgrade to a lower seat variant

A downgrade of a Seat to a lower variant takes effect on the next Renewal Date.

5. Cancellation and consequences of termination

5.1 Cancellation

Customer may cancel via the admin environment. Cancellation is valid if confirmed in the admin environment no later than one day before the Renewal Date. During the first Subscription Period, cancellation as of an interim date is not possible; cancelling in good time as of the Renewal Date prevents automatic renewal.

For annual subscriptions entered into by Customer in its capacity as a consumer, the following applies: after expiry of the first Subscription Period, the subscription is converted into a monthly cancellable subscription with a notice period of no more than one month, in accordance with Article 6:236(j) of the Dutch Civil Code (the so-called

Wet van Dam). A consumer who has entered into an annual subscription therefore cannot cancel during the first year on an interim basis, but is monthly cancellable from the moment of automatic renewal.

5.2 Access until end of running period

On timely cancellation, Customer retains access to the Product until the end of the running Subscription Period.

5.3 Data retention

After termination, Customer Data remains available with Localign at the organisation level for six months for reactivation or export, save for any data that Customer or an End User itself deletes earlier.

5.4 Reactivation

Customer may activate a new subscription within six months of termination, with the previously stored Customer Data remaining available in the admin environment.

5.5 Data export

On Customer's request, Localign delivers a data export in a customary machine-readable format within the retention period. On Customer's request, interim exports may also be provided.

5.6 Final deletion

After expiry of the six-month retention period, Customer Data at the organisation level is permanently deleted, save for any statutory retention obligation.

5.7 Personal Data

For the return and deletion of Personal Data, article 17 of the Data Processing Agreement applies in addition to this article.

6. Prices, invoicing and payment

6.1 Current prices

The current prices of the Product are published on localign.com/pricing.

6.2 Advance invoicing

Localign invoices the Subscription Period in advance, monthly or annually, depending on the Subscription Period chosen by Customer.

6.3 Discount on annual invoicing

Where an annual subscription is chosen, a discount may apply as published on localign.com/pricing.

6.4 Payment methods

Payment is made by iDEAL, credit card or SEPA direct debit, through the payment service provider Mollie. If a payment method cannot be executed, Customer may select another method via the admin environment.

6.5 Activation upon first payment

The Product is activated once the first payment has been successfully received by Localign or its payment service provider.

6.6 Expansions immediately payable

Pro rata invoiced expansions under article 4.1 or 4.3 are immediately payable.

6.7 Payment term

Payment is due within fourteen days of the invoice date, unless an order form or the Main Agreement provides for a different term.

6.8 Late payment

Late payment is governed by article 7.

7. Consequences of late payment

7.1 First reminder

On the seventh day after the invoice due date, Localign sends a first payment reminder.

7.2 Second reminder

On the fourteenth day after the due date, Localign sends a second payment reminder, in which Localign announces the suspension of access and, where Customer is a consumer, includes the fourteen-day notice referred to in Article 6:96(6) of the Dutch Civil Code.

7.3 Suspension of access

On the twenty-first day after the due date, Localign may suspend access to the Product in whole or in part. Customer Data is preserved during the suspension.

7.4 Termination on full non-payment

From the thirtieth day after the due date, Localign may terminate the Main Agreement, without prejudice to Localign's rights to payment of outstanding amounts and to compensation for damages.

7.5 Interest and collection costs

On late payment, Customer owes the statutory (commercial) interest as well as reasonable extrajudicial collection costs in accordance with the Dutch Collection Costs Act (*Wet Incassokosten*).

8. Price changes

8.1 No retroactive effect

Price changes have no retroactive effect. Changes apply from the next Renewal Date, save for the exceptions in this article.

8.2 Annual indexation

Localign adjusts prices annually as of 1 January based on the Consumer Price Index (CPI) of Statistics Netherlands (Centraal Bureau voor de Statistiek) over the preceding calendar year. Localign announces the indexation at least thirty days before it takes effect.

8.3 Mid-term adjustments due to rising external costs

If Localign's external costs demonstrably rise, Localign may also adjust prices mid-term. This concerns at least the costs of third-party AI models, the costs of infrastructure providers, and the costs of other direct suppliers. Localign announces such a change at least sixty days before it takes effect.

8.4 Cancellation right for business customers

If a price increase outside the annual CPI indexation and outside article 8.3 is detrimental to Customer, Customer is entitled to cancel the Main Agreement as of the Renewal Date without cancellation fees.

8.5 Cancellation right for consumers

Where Customer is a consumer, a price change that is detrimental to Customer entitles Customer to cancel the Main Agreement with immediate effect, in accordance with Article 6:237(c) of the Dutch Civil Code.

9. Scope of service and updates

9.1 Functionality

The functionality of the Product is described on localign.com/features and in the product documentation. The content of that description may change over time.

9.2 Updates and releases

Localign rolls out updates and new functionality automatically in the cloud environment.

9.3 Feature flags

Localign may place functionality behind a feature flag for specific customers or pilots to enable phased rollout.

9.4 Material limitations

Changes that materially restrict the core functionality are implemented in accordance with the change procedure of article 14.

9.5 No specific guarantees

Localign provides no guarantee as to the availability of specific functionality or as to a particular uptime level, save for what is recorded in the Main Agreement or in a separate service level agreement.

10. Support

10.1 Help centre

A help centre with documentation and guides is available within the Product.

10.2 Chat support

Customer can reach chat support via the help centre.

10.3 Target first response time

Localign aims to provide an initial response to support requests within one business day.

10.4 Status information

Status information and ongoing incidents can be consulted at trust.localign.com/status.

11. Use and limitations

11.1 Permitted use

Customer and End Users use the Product solely through the interfaces offered by Localign.

11.2 Prohibited acts

Customer and End Users are not permitted to subject the Product to reverse engineering, to circumvent security measures, or to access the Product through any means other than the interfaces offered.

11.3 Technical limits

Technical limits set by Localign serve to protect the Product and do not entitle Customer to use the Product otherwise than within those limits.

11.4 Supplementary integrations

Integrations offered by Localign, including OAuth, IMAP, SMTP and calendar synchronisation, are supplementary functionality. They do not constitute general API access and may be modified or discontinued by Localign, with due regard to articles 9 and 14.

11.5 No account sharing

Account or login credentials are not shared between multiple persons, in line with article 2.4.

11.6 Customer's responsibility

Customer ensures that its End Users comply with these General Terms and is responsible for the acts and omissions of its End Users within the Product.

12. Fair Use for AI features

12.1 Fair Use on messages or tokens

The use of AI features in the Product is subject to a Fair Use limit, expressed in messages or tokens per month, depending on the chosen seat variant.

12.2 Visibility of limits

The Fair Use limit applicable to a Seat is visible in the admin environment.

12.3 Adjustment of limits

Localign may adjust Fair Use limits based on technical developments or the costs of underlying AI services. Such an adjustment is announced in accordance with the change procedure of article 14.

12.4 Reaching the limit

Where an End User reaches its Fair Use limit, that End User can still consult existing conversations but cannot submit new requests until the next period or until additional capacity is made available.

12.5 Upgrade for additional capacity

Customer may upgrade a Seat to a higher variant as described in article 4.3 to make additional Fair Use capacity available immediately.

12.6 Reallocation between Seats

The Organisation Administrator may partially reallocate unused Fair Use capacity between Seats within Customer's organisation, to the extent the admin environment offers that option.

12.7 Current classification

The current Fair Use classification per seat variant is published on localign.com/pricing and on trust.localign.com/fair-use.

13. Responsibility of Customer and End Users

13.1 Ultimate responsibility

Customer bears ultimate responsibility for the use of the Product within its organisation.

13.2 Permitted data

Customer ensures that only data is entered which Customer is permitted to share with Localign and, where applicable, with the Third-Party AI Models activated by Customer, under law, contract and applicable professional and sector standards.

13.3 AI literacy

Customer ensures that its End Users have an appropriate level of training in the use of AI, in line with article 5.2 sub C of the AI Annex.

13.4 Assessment of suitability and accuracy

Customer assesses for itself the suitability of the Product for its intended applications and the accuracy and usability of AI output before using that output within or outside its organisation.

13.5 Prohibited and high-risk uses

Customer does not use the Product for Prohibited AI Practices, nor for any application listed in Annex III to the EU AI Act without prior written consultation with Localign, in accordance with article 3 of the AI Annex.

14. Changes to these General Terms

14.1 Written change as the main rule

Changes to these General Terms are made, as a rule, in writing and with the consent of the Parties.

14.2 Non-material changes

Localign may unilaterally amend these General Terms to the extent the change concerns small, non-material adjustments, such as technical clarifications, editorial corrections or adjustments necessary on account of legislation or regulation. Localign announces such a change at least thirty days before it takes effect.

14.3 Material changes

For changes that are material and detrimental to Customer, an announcement period of at least sixty days applies. Customer is in that case entitled to cancel the Main Agreement as of the effective date of the change without cancellation fees.

14.4 Consumers

Where Customer is a consumer, a change that is detrimental to Customer entitles Customer to cancel the Main Agreement with immediate effect, in accordance with Article 6:237(c) of the Dutch Civil Code.

14.5 Versioning and publication

Versions of these General Terms are published on localign.com/legal and on trust.localign.com, with version number and date.

15. Liability

15.1 Attributable failure

Localign is liable to Customer only for damages resulting from an attributable failure to perform under the Main Agreement.

15.2 Limitation to direct damages

Localign's liability is limited to direct damages.

15.3 Exclusion of indirect damages

Liability for indirect damages is excluded. Indirect damages include in any event consequential damages, loss of profit, missed savings, reputational damage and damage from loss of data, save as provided in article 15.6.

15.4 Cap

Localign's liability per calendar year is capped at 100 percent of the amounts paid by Customer in the preceding twelve months under the Main Agreement, with a minimum of EUR 5,000 and a maximum of EUR 100,000.

15.5 Disapplication of the limitations

The limitations in this article do not apply in cases of intent or wilful recklessness on the part of Localign or its managing officers, in cases of breach of confidentiality as set out in article 19 of the Data Processing Agreement, or to the extent mandatory law precludes the limitation.

15.6 Personal Data

For damages arising from the Processing of Personal Data, the regime of article 20 of the Data Processing Agreement applies. The cap in that article applies jointly with the cap in article 15.4.

15.7 AI matters

For damages arising from AI-specific matters, article 5 of the AI Annex applies in addition. Any caps apply jointly with the cap in article 15.4.

16. Liability for AI output and shared data

16.1 AI can make mistakes

AI systems can make mistakes, hallucinate or generate biased output. Customer is responsible for the assessment and use of AI output within its organisation.

16.2 No liability for erroneous output

Localign is not liable for damages arising from the use of erroneous or incomplete AI output, save in cases of intent or wilful recklessness on the part of Localign or its managing officers.

16.3 Inadvertent sharing with Third-Party AI Models

Where an End User inadvertently shares Personal Data or confidential information with a Third-Party AI Model, the legal effect is governed by article 4 of the AI Annex and, where a personal data breach occurs, by article 15 of the Data Processing Agreement.

16.4 Detection mechanisms

Localign applies detection mechanisms to identify sensitive data before it is shared with Third-Party AI Models, and maintains an audit log of such detection. The current operation is described at trust.localign.com/controls/ai-safety.

16.5 No complete prevention

Detection mechanisms cannot prevent every case. Customer remains ultimately responsible for what its End Users enter into the Product.

17. Intellectual property

17.1 Localign's rights

All intellectual-property rights in the Product, including the software, the documentation, the model trainings on non-Customer Data and Localign's house style, vest in Localign or in its licensors.

17.2 Customer's right of use

Customer obtains a non-exclusive, non-transferable right of use of the Product for the duration of the Subscription Period.

17.3 Customer Data remains Customer's

Customer Data remains the property of Customer.

17.4 AI output

AI output generated on the basis of Customer Data belongs to Customer, to the extent that output is not based on model parameters supplied by third parties in which rights of those third parties subsist.

17.5 Right to process

Customer grants Localign the right to Process Customer Data solely for the supply of the Product, in accordance with the Data Processing Agreement.

17.6 No training on Customer Data

Localign does not use Customer Data for training, fine-tuning or improving AI models, in accordance with article 5.1 sub E of the AI Annex and article 11.2 sub C of the Data Processing Agreement.

18. Confidentiality

18.1 Personal Data

For confidentiality obligations regarding Personal Data, article 19 of the Data Processing Agreement applies.

18.2 Other confidential information

For other confidential information that the Parties exchange in the context of the Main Agreement, a confidentiality obligation applies for the duration of the Main Agreement and for five years thereafter.

19. Force majeure

19.1 Definition and consequences

Neither Party is required to perform its obligations to the extent performance is prevented by force majeure. Force majeure includes in any event: outages or downtime at infrastructure providers, including Nebius, Scaleway, TransIP and Mollie; outages, restrictions or termination of Third-Party AI Models by their providers; and changes in legislation or regulation that render the supply or use of the Product, in whole or in part, impossible.

19.2 Duty to notify

A Party invoking force majeure shall notify the other Party as soon as possible.

19.3 Duration

If a force-majeure situation lasts longer than sixty consecutive days, either Party may terminate the Main Agreement, with neither Party being required to compensate the other for damages suffered as a result of the termination.

20. Final provisions

20.1 Applicable law

Dutch law exclusively applies to the Main Agreement, these General Terms and any disputes arising from them.

20.2 Competent court

Disputes arising from or connected to the Main Agreement shall be submitted exclusively to the competent court of the District Court of Oost-Brabant, save for mandatory rules of jurisdiction.

20.3 Order of documents

In the event of a conflict between documents, the following order applies, with the higher-listed document prevailing over the lower-listed:

- A. mandatory provisions of Union law and Dutch law, including the GDPR and the EU AI Act;
- B. the Data Processing Agreement, for matters concerning the Processing of Personal Data;
- C. the AI Annex, for matters specifically concerning the application of the EU AI Act;
- D. the separately signed Main Agreement between the Parties, where applicable;
- E. the Order Confirmation, in the case of self-serve subscription via the Localign website;
- F. these General Terms;
- G. the Trust pages incorporated under article 21.8 of the Data Processing Agreement and article 6.3 of the AI Annex;
- H. other documents agreed in writing between the Parties.

This order applies only insofar as there is an actual conflict between documents. Documents are interpreted, as much as possible, in mutual coherence and as supplementing each other.

20.4 Severability

If a provision of these General Terms is null or voidable, the remaining provisions remain in full force. The Parties shall replace the null or annulled provision with a valid provision that approximates the intent of the original provision as closely as possible.

20.5 No waiver

The non-exercise or delayed exercise of a right under these General Terms does not constitute a waiver of that right.

20.6 Assignment

Customer shall not assign its rights and obligations under the Main Agreement to a third party without Localign's prior written consent. Localign is entitled to assign its rights and obligations to a group company or to a legal successor under universal or specific title.

20.7 Entire agreement

The Main Agreement, as described in article 1.6, constitutes the entire agreement between the Parties as to the subject matter thereof and supersedes earlier arrangements on the same subject.

20.8 Communications

Notices under these General Terms are, as a rule, sent by email. Localign is reachable at trust@localign.com and via the Organisation Administrator.

20.9 Languages

These General Terms are drawn up in Dutch and are also available in an English translation ('Localign-AVW-EN'). The Dutch version ('Localign-AVW-NL') is the legally binding text. In the event of any discrepancy or unclarity in interpretation between the Dutch and English versions, the Dutch version prevails.

20.10 Consumers

Where Customer is a consumer, mandatory consumer protection under Section 6.5.3 of the Dutch Civil Code prevails over any conflicting provision of these General Terms.