



General Terms and Conditions – Controlooffice / Busofon B.V.

Version 1.0 – effective date 1 November 2026

This document is an English translation of the original Dutch General Terms and Conditions ("Algemene Voorwaarden") of Controlooffice / Busofon B.V. It is provided for convenience only. In the event of any discrepancy or conflict between this translation and the Dutch original, the Dutch version shall prevail.

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1. Definitions

In these General Terms and Conditions, the following terms shall have the following meanings:

Supplier: Busofon B.V., trading as ControlOffice.

Customer: any natural person acting in the exercise of a profession or business, or legal entity, that enters into an Agreement with the Supplier for the use of the SaaS Service.

SaaS Service: the software application "ControlOffice" offered via the internet for asset management and related services.

Agreement: the agreement between the Supplier and the Customer regarding the provision of the SaaS Service and any additional services.

Parties: the Supplier and the Customer jointly.

Service Level Agreement (SLA): an additional agreement between the Parties setting out further arrangements regarding service levels, availability and maintenance of the SaaS Service.

2. Applicability

- 2.1. These General Terms and Conditions apply to all offers, quotations, Agreements and deliveries by the Supplier, unless expressly agreed otherwise.
- 2.2. Deviations from or additions to these General Terms and Conditions are only valid if the Parties have expressly agreed to them in writing.
- 2.3. The applicability of any general terms and conditions of the Customer is expressly rejected.
- 2.4. If and insofar as any provision of these General Terms and Conditions is or becomes void or is annulled, the remaining provisions shall remain in full force. In that case, the Parties shall consult with each other to replace the void or annulled provision with a provision that most closely reflects the purpose and intent of the original provision.
- 2.5. Third parties engaged by the Supplier in the performance of the Agreement, including subcontractors and sub-processors, may also invoke these General Terms and Conditions.
- 2.6. These General Terms and Conditions have been drawn up in the Dutch language and have been translated into other languages for convenience only. In the event of any discrepancy or conflict between the Dutch original and a translation, the Dutch version shall prevail.

3. Quotations and formation of the Agreement

- 3.1. All quotations and offers made by the Supplier are without obligation and, unless expressly stated otherwise, are valid for a period of thirty (30) days from the date thereof.
- 3.2. The Agreement is formed at the moment the Customer accepts the quotation or the online registration form, or when the Supplier commences performance.

4. Term, contract types and termination

- 4.1. Upon entering into the Agreement, the Customer concludes an annual contract with a term of twelve (12) months, unless otherwise expressly provided in the Agreement.
- 4.2. The term of the Agreement commences on the commencement date stated in the quotation or Agreement. If no commencement date is stated, the term commences on the first day of the calendar month following the month in which the Customer starts using the SaaS Service, and runs from that moment for a period of twelve (12) months.
- 4.3. Upon expiry of the then-current contract period, the Agreement shall automatically be renewed each time for a period of twelve (12) months, unless the Agreement has been terminated in good time in accordance with Article 4.4.
- 4.4. The Agreement may be terminated in writing by either Party with effect from the end of the then-current contract period, subject to a notice period of two (2) months.



- 4.5. Section 7:408(1) of the Dutch Civil Code (Burgerlijk Wetboek) (termination at any time) does not apply to the Agreement. If the Customer nevertheless terminates the Agreement prematurely, or in fact ceases use of the SaaS Service, other than in the circumstances governed by this Article, the Customer shall remain liable to pay the fees that would have been due for the remainder of the then-current contract period.
- 4.6. Either Party may dissolve the Agreement with immediate effect if: (i) the other Party is declared bankrupt, applies for a suspension of payments, or ceases its business operations; (ii) the other Party, after written notice of default allowing a reasonable period for performance, fails to fulfil a material obligation under the Agreement in a manner attributable to it and such failure is not remedied within that period; or (iii) in the case of the Customer, there is a payment arrears of more than sixty (60) days.
- 4.7. Upon termination, the right to use the SaaS Service ends on the end date of the Agreement. At the Customer's request, the Supplier shall make the data available in accordance with Article 13.2.

5. Delivery of the SaaS Service

- 5.1. The Supplier makes the SaaS Service available via a secure internet connection.
- 5.2. The Supplier shall use reasonable efforts to make the SaaS Service available carefully, securely and in accordance with the state of the art, but does not guarantee uninterrupted or error-free operation, unless and insofar as the Parties have expressly agreed otherwise in the SLA. All services provided by the Supplier are performed on a best-efforts basis, unless the Parties have expressly agreed on a specific result; the time periods mentioned in these General Terms and Conditions are therefore not strict deadlines.
- 5.3. The Supplier may temporarily take the SaaS Service out of use in connection with maintenance, adjustments or updates. Except in urgent cases, the Supplier shall announce planned maintenance in good time and shall, as far as possible, carry it out outside office hours. Insofar as the Parties have agreed an SLA, further, specific arrangements regarding notice periods and the maximum duration of maintenance windows may be set out therein.
- 5.4. Minor changes, adjustments or updates to the SaaS Service, including technical adjustments and changes to the layout or user interface, do not constitute a failure to perform the Agreement.
- 5.5. The Supplier is entitled to modify the SaaS Service or remove functionalities, provided that the Customer is informed in good time if the change is materially disadvantageous.
- 5.6. Insofar as the Parties have agreed an SLA for the Agreement, it forms an integral part of the Agreement. In the event of any inconsistency between the provisions of the SLA and the other provisions of the Agreement, the Agreement shall prevail, unless the SLA expressly provides otherwise.
- 5.7. Except where expressly agreed otherwise in the SLA, the Customer has no right to any refund, discount, service credit or other compensation for failure to achieve availability or performance levels of the SaaS Service.
- 5.8. The Customer has no right to specific customisations of the SaaS Service, unless expressly agreed in a written agreement or appendix.

6. Obligations of the Customer

- 6.1. The Customer is responsible for the accuracy, completeness and lawfulness of the data entered by or on behalf of the Customer.
- 6.2. The Customer shall ensure the use of an up-to-date web browser supported by the Supplier, suitable hardware and a reliable internet connection. The Supplier publishes the current system



requirements for use of the SaaS Service on its website or in the documentation accompanying the SaaS Service.

- 6.3. The Customer is responsible for the careful management of login credentials and access rights and shall not share these with unauthorised persons. In this context, "unauthorised persons" means anyone not designated by the Customer as a user of the SaaS Service.
- 6.4. The Customer shall not perform any acts that could harm the operation, availability or security of the SaaS Service, and shall not use the SaaS Service in violation of applicable laws and regulations, the rights of third parties, or for unlawful purposes.
- 6.5. For use of the ControlOffice app, the Customer shall ensure that: (i) the mobile device on which the app is used is of a model and operating system version that is, at that time, still supported by the manufacturer with security updates; (ii) the latest operating system updates made available by the manufacturer are installed on that device; and (iii) the latest version of the ControlOffice app released by the Supplier is always installed on that device. The Supplier is not obliged to provide support for, or resolve faults resulting from, non-compliance with this paragraph.
- 6.6. The Customer is responsible for creating and managing user accounts within the SaaS Service, including granting and revoking access rights to individual users. Insofar as the Supplier provides regular back-ups of the Customer Data, this is further described in the data processing agreement (Appendix); this does not affect the Customer's own responsibility to create and retain exports of data that is business-critical to the Customer.

7. Intellectual property

- 7.1. All intellectual property rights in the SaaS Service, documentation and underlying software vest exclusively in the Supplier or its licensors. This also includes all underlying models, algorithms and aggregated or anonymised insights developed or obtained by the Supplier in providing the SaaS Service, including insights resulting from the Cross-Client AI Functionality referred to in Article 7.5.
- 7.2. The Customer does not acquire ownership or any other rights in the underlying software, but only a limited, non-exclusive, non-transferable and non-sublicensable right of use in accordance with these General Terms and Conditions and the Agreement. This right of use ends upon termination of the Agreement.
- 7.3. The Customer shall not infringe the Supplier's intellectual property rights and shall not attempt to reverse-engineer, decompile or decode protected components.
- 7.4. The Customer shall at all times remain the full and exclusive owner of all data (including, without limitation: files, input data, configurations, log data and reports or output directly derived from data entered by the Customer) entered, stored, processed or generated by or on behalf of the Customer within the SaaS Service ("Customer Data"). The Supplier does not acquire any ownership rights in the Customer Data. The underlying models, algorithms and aggregated or anonymised insights of the Supplier referred to in Article 7.1 do not form part of the Customer Data. The Supplier shall process the Customer Data only to the extent necessary for the performance of the Agreement and in accordance with the instructions given by the Customer, unless a statutory obligation requires otherwise.
- 7.5. The Supplier may offer the Customer a functionality whereby Customer Data is used in aggregated and/or anonymised form and combined with comparable data of other customers, for the purpose of analysing and improving the SaaS Service and developing (predictive) functionalities (the "Cross-Client AI Functionality"), provided that this data cannot be traced back to the Customer, individual users or the Customer's specific objects. The Customer may only make use of the Cross-Client AI Functionality, and the Supplier shall only use the Customer's Customer Data for the purpose referred to in this paragraph, after the Customer has given prior, express and written consent (opt-in). Without this consent, the Customer's



Customer Data will not be used for this purpose and the Cross-Client AI Functionality will not be available to the Customer. The Customer may withdraw consent once given at any time in writing; withdrawal does not affect data already aggregated or anonymised in a manner that can no longer be traced back to the Customer, which cannot be removed retroactively.

- 7.6. AI or analytics functionalities that use only the Customer Data of the relevant Customer itself, without combination with data of other customers, do not fall within the Cross-Client AI Functionality and constitute regular processing within the meaning of Article 7.4. No consent as referred to in this Article is required for this.
- 7.7. Insofar as a separate, specifically agreed non-disclosure agreement has been entered into with the Customer that further governs the use of Customer Data, that non-disclosure agreement shall prevail over the provisions of Article 7.5, unless and until the Customer additionally gives express consent to the Cross-Client AI Functionality in accordance with Article 7.5.

8. Fees and payment

- 8.1. The agreed prices are exclusive of VAT and government levies.
- 8.2. Payment shall be made within 30 days of the invoice date, unless otherwise agreed.
- 8.3. In the event of late payment, the Customer is in default by operation of law, without any further notice of default being required, and the Supplier is entitled to charge the statutory commercial interest and extrajudicial collection costs.
- 8.4. The Supplier may temporarily block access to the SaaS Service in the event of payment arrears, after the Supplier has informed the Customer thereof by email.
- 8.5. The Supplier is entitled to require advance payment or the provision of security for (further) performance of services.
- 8.6. Annual indexation
 - 8.6.1. The Supplier is entitled to index the prices annually as of 1 January in accordance with the increase in the price level.
 - 8.6.2. The indexation is calculated on the basis of the change in the CBS Consumer Price Index (CPI) – All Households (2025 = 100), published by Statistics Netherlands (CBS), or any successor index, based on the index figure for the month of July of the current calendar year compared to the index figure for the month of July of the preceding calendar year.
 - 8.6.3. If CBS discontinues the index, a comparable successor index shall be applied.
 - 8.6.4. In addition to indexation, the Supplier may implement price adjustments as a result of changed laws or regulations, licence costs or other external factors, provided these are reasonable and demonstrable.
 - 8.6.5. An indexation does not entitle the Customer to dissolve the Agreement.
 - 8.6.6. An indexation is first applied to the Customer at the next invoicing of the Customer that takes place in the calendar year for which the relevant indexation applies. Invoicing that takes place before 1 January of that calendar year shall still be at the prices applicable prior thereto.

9. Liability

- 9.1. The Supplier's total liability for an attributable failure to perform is, per event, limited to the amount paid by the Customer for the SaaS Service in the preceding calendar year (excl. VAT), or, if the Agreement has run for less than twelve (12) months at the time of the event giving rise to the damage, the amount the Customer is expected to owe on an annual basis, subject to a maximum of € 12,500 per event and a maximum of € 25,000 in total per calendar year.
- 9.2. The Supplier is not liable for indirect damage, which in any case includes consequential damage, loss of profit and lost savings. Loss of data attributable to the Supplier does not



qualify as indirect damage and falls within the liability and the maximum referred to in Article 9.1.

- 9.3. The limitations of liability do not apply in the event of intent or gross negligence on the part of the Supplier's management.
- 9.4. The Customer shall indemnify the Supplier and the employees engaged by the Supplier in the performance of the Agreement against claims by third parties arising from the Customer's use of the SaaS Service, unless there is intent or gross negligence on the part of the Supplier. This indemnity is, per event, limited to the amount paid by the Customer for the SaaS Service in the preceding calendar year (excl. VAT), or, if the Agreement has run for less than twelve (12) months at the time of the event to which the third party's claim relates, the amount the Customer is expected to owe on an annual basis, subject to a maximum of € 12,500 per event and a maximum of € 25,000 in total per calendar year, in the same manner as provided in Article 9.1.
- 9.5. The Customer shall report any failure of the Supplier to perform to the Supplier in writing within a reasonable time, but no later than thirty (30) days after the Customer discovered or reasonably should have discovered the failure, failing which the Customer may no longer invoke the failure. Any claim for damages shall lapse if legal proceedings have not been instituted within twelve (12) months after the event giving rise to the damage.

10. Force majeure

- 10.1. Neither Party is obliged to perform its obligations if and for as long as it is wholly or partly prevented from doing so by force majeure. Performance shall be suspended for the duration of the force majeure situation.
- 10.2. Force majeure includes, among other things: disruptions to internet or data networks, power outages, cyberattacks, pandemics, war, government measures, fire, natural disasters, and failures by the Supplier's suppliers, including the cloud infrastructure provider engaged by the Supplier.
- 10.3. If force majeure lasts longer than sixty (60) days, either Party is entitled to dissolve the Agreement in writing, without prejudice to the Customer's obligation to pay for services already performed by the Supplier.

11. Confidentiality

- 11.1. The Parties undertake to keep confidential all confidential information they receive from each other.
- 11.2. Confidential information includes, among other things, business information, technical specifications, source data and other information designated as confidential.
- 11.3. The confidentiality obligation remains in force for five (5) years after termination of the Agreement, unless mandatory law provides otherwise.
- 11.4. The provisions of this Article do not preclude the Supplier's use of Customer Data in aggregated and/or anonymised form for the purposes of the Cross-Client AI Functionality, insofar as the Customer has given consent thereto in accordance with Article 7.5.
- 11.5. The Parties may only share confidential information with employees, subcontractors or other third parties insofar as this is necessary for the performance of the Agreement, and only if such third parties are subject to a confidentiality obligation comparable to the obligations under this Article.

12. Personal data and privacy

- 12.1. The Supplier processes personal data in accordance with the GDPR.



- 12.2. The data processing agreement attached as an appendix to these General Terms and Conditions automatically forms part of the Agreement as soon as and insofar as the Supplier processes personal data on the Customer's instructions.
- 12.3. The Supplier shall take appropriate technical and organisational measures to secure personal data.
- 12.4. If the Customer stores personal data in the free-text fields within the SaaS Service, the Customer is solely responsible for the lawfulness of entering and processing such data in accordance with the GDPR. This does not affect the Supplier's continued compliance, in respect of such data, with the statutory obligations resting on the Supplier as processor, including in any case appropriate security and the obligation to report a Security Incident.
- 12.5. If the Supplier becomes aware of a breach involving personal data, including unauthorised access to, loss of, or unlawful processing of personal data (a "Security Incident"), the Supplier shall notify the Customer thereof without undue delay and shall provide reasonable cooperation with any investigation by the Customer into the Security Incident.
- 12.6. The Supplier is entitled to use sub-processors in the performance of the Agreement, including in any case the cloud infrastructure provider engaged by the Supplier (including Microsoft Azure), for hosting and processing (personal) data. The Supplier shall impose on these sub-processors obligations equivalent to the obligations applicable between the Supplier and the Customer under the data processing agreement, and shall remain fully responsible towards the Customer for the performance thereof by the sub-processor. The Supplier shall inform the Customer of any intended change in the sub-processors engaged, after which the Customer has the right, within thirty (30) days of such notice, to object in writing to the relevant change on reasonable, substantiated grounds.
- 12.7. The servers on which the SaaS Service and the Customer Data are hosted are located in Western Europe. Databases are stored zone-redundantly, meaning that multiple copies of each database are maintained at different physical locations within the data centre of the cloud infrastructure provider.

13. Termination and return of data

- 13.1. Upon termination of the Agreement, the Supplier shall terminate access to the SaaS Service.
- 13.2. At the Customer's request, the Supplier shall make the data entered by the Customer available once, free of charge, within thirty (30) days after the end of the Agreement, in a commonly used format. The Supplier may charge reasonable costs for additional exports.
- 13.3. After the period referred to in Article 13.2, the Supplier is entitled to permanently delete the data, unless statutory retention obligations provide otherwise.

14. Changes to the service

- 14.1. The Supplier is entitled to modify the content or design of the SaaS Service.
- 14.2. The Supplier may implement changes of a minor nature at any time, without prior notice.
- 14.3. The Supplier may implement changes that are necessary in connection with applicable laws or regulations, security or technical circumstances after notifying the Customer thereof; the Customer has no right to terminate the Agreement on that ground in respect of such changes.
- 14.4. The Supplier shall announce, in writing or by email, any other changes that are materially disadvantageous to the Customer at least thirty (30) days before they take effect. If the Customer does not agree to such a change, the Customer has the right to terminate the Agreement with effect from the date on which the change takes effect.

15. Changes to these General Terms and Conditions



- 15.1. The Supplier is entitled to amend these General Terms and Conditions.
- 15.2. The Supplier shall announce, in writing or by email, amendments of a material nature at least thirty (30) days before they take effect.
- 15.3. If the Customer does not agree to a material amendment of these General Terms and Conditions, the Customer has the right to terminate the Agreement with effect from the date on which the amendment takes effect.

16. Assignment

- 16.1. Neither Party is entitled to assign or transfer, in whole or in part, any rights or obligations under the Agreement to a third party without the other Party's prior written consent, provided that the Supplier is entitled to transfer the Agreement to an affiliated company or in connection with a merger, acquisition, reorganisation or transfer of (part of) its business.

17. Notices

- 17.1. Notices, requests or other communications in connection with the Agreement shall be made in writing. For the purposes of these General Terms and Conditions, "in writing" also includes: by email to the address known to the Supplier or the Customer, respectively, and electronically signed documents as referred to in the Article on Electronic signature.
- 17.2. A notice sent by email is deemed to have been received on the next business day following dispatch, unless the receiving Party confirms receipt in writing at an earlier time.

18. Electronic signature

- 18.1. The Parties agree that the Agreement and any amendments thereto may validly be entered into and signed by electronic means, and that an electronic signature has the same evidentiary value and legal effect as a handwritten signature.

19. Governing law and disputes

- 19.1. All Agreements between the Supplier and the Customer are governed exclusively by Dutch law.
- 19.2. Disputes shall be submitted exclusively to the competent court of the District Court Noord-Nederland (Rechtbank Noord-Nederland), location Groningen.

End of the General Terms and Conditions – version 1.0 (effective date 1 November 2026)