

Terms and conditions Enovation Zaurus

Version 1.0 / May 2022

Article 1 - Definitions

1.1 In these terms and conditions, the following terms shall have the meanings set forth below. Deviating definitions may be included in the SLA.

Agreement	A set of documents consisting of: <ul style="list-style-type: none">▪ The (electronically) signed quotation▪ Terms and conditions Enovation Zaurus▪ NLdigital Terms▪ Service Level Agreement (SLA) In combination with the data processing agreement. In the case of conflict, the higher mentioned document shall prevail over the lower mentioned document.
Application	Enovation Zaurus including if and to the extent expressly agreed: <ul style="list-style-type: none">▪ Digital consulting rooms, including:<ul style="list-style-type: none">▪ Chat▪ Video conferencing▪ Video recording▪ File share▪ Screen share▪ Digital walk-in consult/service point, including:<ul style="list-style-type: none">▪ Live chat▪ Digital assistant▪ Generic video integration▪ Outlook-add-in – Enovation Zaurus Consulting room
Availability	The time during which the Application is duly provided by Supplier in accordance with the SLA.
Customer	The contracting partner with whom the Supplier has concluded the Agreement regarding the Application.
Incident	An error or defect in the Application that directly or indirectly impedes/disrupts the functioning of the Application.
NLdigital Terms	NLdigital Terms, registered at the District Court of Midden-Nederland (Utrecht) under the number 62/2020.
Personal data	Data of natural persons in accordance with the definition in the General Data Protection Regulation (GDPR).
Service Window	The period during which support from Supplier is available.
Supplier	The subsidiary of Enovation Group BV which is party to the Agreement of which these terms and conditions form an inseparable part and which holds the intellectual property rights to the Application and which makes the Application available to the Customer as a SaaS service.
User	A (natural) person authorized by Customer to use the Application.
User Credentials	Resources intended to enable access to or use of the Application.

Article 2 - General

- 2.1 These terms and conditions relate to the Application to be made available by Supplier to Customer as a SaaS service.
- 2.2 Both contracting parties to the Agreement shall behave in the manner expected of them.
- 2.3 The Agreement will have an effective period of at least one complete calendar year. The Agreement will always be tacitly renewed by 1 calendar year.
- 2.4 This Agreement may be terminated by either party at the end of the contractually agreed contract period, provided that notice is given in writing and with due observance of a notice period of at least 6 months, and without prejudice to the provisions of section 2.3. Neither party shall be liable for damages to the other party as a result of such termination. If Supplier has granted Customer one or more discounts in connection with a certain minimum contract period, Customer shall repay these discounts to Supplier if the Agreement ends for any reason before the expiry of that period.
- 2.5 If Customer has given a direct debit order, Customer will have the right, if Customer does not accept the charges, to instruct the bank to reverse the paid fees within the period offered by the bank. Customer must revoke a direct debit order by sending a written notice to Supplier.
- 2.6 Supplier is aware of the objectives that Customer intends to achieve by entering into the Agreement and Customer has provided Supplier with sufficient information to this end and declares itself willing to provide further information if requested. Supplier does not warrant that the Application as a standard SaaS service is suitable for every use and/or purpose of Customer.
- 2.7 Customer warrants the accuracy and completeness of the information provided to Supplier and Supplier shall not be liable for the consequences if the information provided is incomplete or incorrect.

Article 3 - Implementation & configuration

- 3.1 Implementation and configuration means making the Application available to the Customer and ready for use, with due regard to what is expressly agreed in the Agreement.
- 3.2 All personnel contracted by Supplier in the performance of the Agreement shall meet the general requirements of proficiency and expertise. If the Agreement is aimed at the deployment of a specific, previously agreed member of personnel, Supplier shall be obliged at Customer's first request, if in Customer's opinion such member of personnel does not meet the general requirements of proficiency and expertise, to enter into proper consultation concerning the replacement of such personnel within a reasonable period of time.
- 3.3 Customer has the right to identification of personnel deployed by Supplier on Customer's premises in the performance of the Agreement.
- 3.4 Customer shall provide a suitable installation site with the necessary facilities such as a working internet connection and a properly functioning computer system before the start of the agreed implementation work. Supplier reserves the right to suspend or terminate the implementation work as long as the available software does not meet the minimum requirements as described in the Agreement.
- 3.5 If the agreed implementation cannot take place because Customer has provided incorrect information and/or has not taken care of what is stipulated in section 3.4 or has not done so in time, Customer will be charged for this.
- 3.6 The moment of operational use of the Application as a SaaS service is considered as acceptance of the Application by Customer. Customer accepts the Application on an 'as is, where is' basis.
- 3.7 All activities that are not part of the agreed implementation and configuration, but are performed at Customer's request, will be charged extra to Customer.
- 3.8 Emphasis is placed on the fact that Supplier is not liable for any damage, related to additional work as mentioned in section 3.7.

Article 4 - Access and authorisation management

- 4.1 To be able to use the Application and support services, Customer must identify itself by means of User Credentials, with the option of two-step verification, before Supplier will authorize the user to access and use the Application.
- 4.2 Client is responsible for all use, with or without its permission, of the Application and of the User Credentials made available to it. Supplier shall not be liable for any damage incurred by Customer and/or third parties as a result of unauthorized use of these User Credentials.
- 4.3 The User Credentials supplied are non-transferable, strictly personal and intended exclusively for use within Customer's organisation. Customer and User shall exercise all due care in respect of the use of the User Credentials and shall keep it secret from third parties.
- 4.4 Customer must immediately inform Supplier if the User Credentials are used without authorisation or if Customer reasonably suspects such use.
- 4.5 Customer may request Supplier to block the User Credentials. Supplier also reserves the right at all times to block the User Credentials at its own accord if Supplier is aware or has a reasonable suspicion of unauthorised use of the User Credentials. Supplier shall not be liable in that case for any damage incurred by Customer and/or Users as a result of blocking of the User Credentials.

Article 5 - Use and maintenance

- 5.1 During the effective period of this Agreement, Supplier will grant Customer the non-exclusive right to use the Application as a SaaS service, subject to full payment of the fees due.
- 5.2 The right of use referred to in section 5.1 is non-transferable and solely for use by contractually designated Customer.
- 5.3 The right of use referred to in section 5.1 does not include the source code of the Application. Supplier is never obliged to provide the source code of the Application to Customer.
- 5.4 Upon expiration of the contract period, the right to use shall automatically terminate and Customer shall immediately cease and desist from using and/or accessing the Application.
- 5.5 Subjects relating to maintenance and support of the Application will be set out in an SLA.
- 5.6 Supplier shall not be bound to take receipt of any software (including the source code and documentation) from Customer and to analyse it for any purpose whatsoever. If Customer wishes to achieve interoperability of the Application with Customer's own software or software from third parties, this shall be done solely under the full responsibility of Customer, except if a link is supplied by Supplier.
- 5.7 Documentation as referred to in the Agreement consists of available user manuals and technical documentation. Supplier warrants that the agreed available documentation is enclosed.
- 5.8 Customer is free to reproduce the documentation and use it solely for its own purposes, indicating the source. Supplier's documentation shall be confidential in nature and shall not be made available by Customer to any third party.
- 5.9 Supplier shall ensure that new versions of documentation are made available to User.

Article 6 - Service & Support

- 6.1 Customer shall report Incidents to Supplier as soon as possible, clearly stating the nature of the Incident.
- 6.2 For all questions relating to the Application and for reporting Incidents as referred to in section 6.1, Customer may contact the Service Desk of Supplier, in accordance with the provisions of the SLA.

Article 7 - Security and privacy

- 7.1 Customer and Supplier shall take appropriate technical and organisational measures to secure (the use of) the Application and the data to be processed in it as well as the necessary infrastructure in accordance with ISO 27001 or ISO 27799 (for information security) and other standards required by law and applicable to these services.
- 7.2 Customer and Suppliers shall comply with the obligations regarding security, confidentiality and privacy as set out in the General Data Protection Regulation (GDPR).

Article 8 - Downtime

- 8.1 Supplier reserves the right to make the Application temporarily inaccessible to Customer if and for as long as Customer fails to perform any essential obligation towards Supplier in connection with the Agreement, or acts in violation of the terms and conditions stated in the Agreement. Supplier shall inform Customer in advance unless this cannot reasonably be expected of Supplier. Customer's payment obligation is at all times an essential obligation.
- 8.2 Customer shall owe the agreed fees for the period of downtime as referred to in section 8.1.
- 8.3 Customer will regain access to the Application as soon as it has fulfilled its obligations within a period to be determined by Supplier or, if the obligation is of a financial nature, has paid a fee determined by Supplier in this regard.

Article 9 - Intellectual property

- 9.1 All intellectual property rights to the Applications, software and related technical development documentation and user documentation are held exclusively by Supplier or a licensor of Supplier. Supplier is prepared to indemnify Customer in accordance with section 10.4 of the NLdigital 2020 Terms.

Article 10 - Force majeure

- 10.1 Supplier is not obliged to meet any obligations under the Agreement in the event of force majeure. Force majeure shall include: (i) a situation of force majeure encountered by Supplier's own suppliers, (ii), any defectiveness of third party products or software which Customer uses, (iii) a breach of the fair use policy of Supplier by third parties, (iv) government measures, (v) electricity failure, (vi) faults not attributable to Supplier which affect the internet, computer network or telecommunication facilities, (vii) cyber incidents like denial of service attacks (Ddos), ransomware and other types of malware (viii) war, (ix) excessive workload, (x) strike action, (xi) general transport problems and (xii) a pandemic.