

General Terms and Conditions of AddVue

Introduction

This document contains the general terms and conditions for the services provided by The Vendor Management Company B.V. (TVMC).

TVMC's general terms and conditions comprise two chapters. Chapter 1 contains TVMC's general provisions. These provisions apply to all TVMC services. Chapter 2 contains the supplementary provisions, which apply with regard to providing the Internet application AddVueConnect, in addition to the provisions in Chapter 1.

Chapter 1: General provisions

Article 1 Definitions

- 1.1 **AddVueConnect:** the internet application AddVueConnect based on SaaS with regard to which TVMC owns the (intellectual) property rights and provides user rights to the Customer.
- 1.2 **Service:** the provision of AddVueConnect through one or more rights of use, including management, maintenance and support in accordance with the SLA, if desired supplemented by other AddVue services;
- 1.3 **Customer:** the sole proprietor, partnership or legal entity to whom TVMC has made an offer or the person who has registered with TVMC for the conclusion of a contract, or with whom TVMC has concluded a contract.
- 1.4 **Other AddVue Services:** all services which do not constitute an integral part of AddVueConnect, but can be purchased separately by the Customer, for example: migration, implementation, customised solutions, advice & consultancy and training.
- 1.5 **Service Level Agreement ("SLA"):** The service levels of TVMC associated with the provision of AddVueConnect.
- 1.6 **TVMC:** The Vendor Management Company B.V., having its registered office in Leusden, The Netherlands, and principal place of business at Fokkerstraat 12, 3833 LD Leusden.
- 1.7 **Processor Agreement:** The agreement containing arrangements relating to TVMC's role as Processor and the Customer's role as Controller under the General Data Protection Regulation (GDPR). If, with respect to the AddVue Service provided to the Customer, a Processor Agreement must be entered into, TVMC shall use the Processing Agreement model included in the Appendix to these General Terms and Conditions. The parties shall at such time conclude the relevant Processing Agreement separately.
- 1.8 **Agreement:** the order form containing the customer-specific services and conditions applicable between the Customer and TVMC.

Article 2 Applicability

- 2.1 These general terms and conditions apply to all offers and agreements with regard to which TVMC supplies services of any nature and under any designation to the Customer. If any part of the general terms and conditions are contrary to or incompatible with the provisions stated in the contract agreed between the Customer and TVMC, the provisions stated in the contract shall prevail.
- 2.2 TVMC is entitled to amend the general terms and conditions, the processing agreement and the Service Level Agreement. The Customer is entitled to terminate the contract in writing within

4 weeks after notification of these amendments in case he does not agree with the amendments made.

- 2.3 The applicability of any purchase or other conditions of the Customer is expressly rejected.

Article 3 User rights

- 3.1 The Customer shall receive a right of use to AddVueConnect. This is a non-exclusive, non-sub-licensable and non-transferable right to use AddVueConnect for his/her own use and exclusively for his/her own organisation, in accordance with the corresponding documentation, the contract and these General Terms and Conditions. The Customer must ensure that employees of the Customer and of third parties who use AddVueConnect are aware of the agreement and these General Terms and Conditions and comply with the provisions.
- 3.2 The Customer is not permitted to sell, sub-license, grant limited rights to or in any way or for any purpose provide to a third party the right to use AddVueConnect or to give a third party remote access to the Services, even if the third party in question uses the Services exclusively for the Customer.
- 3.3 The Customer is not permitted to provide associated documentation, manuals and project information to third parties, unless TVMC has given its express, written consent. In this case the Customer shall impose his obligations under the Contract and the General Terms and Conditions on the third parties engaged by him.

Article 4 Intellectual property

- 4.1 All intellectual property rights to AddVueConnect, associated documentation, manuals and project information of TVMC which have been provided to the Customer under the contract belong to TVMC, its licensors or suppliers. The Customer only acquires the user rights which are granted in the Contract and these General Terms and Conditions.
- 4.2 The Customer is expressly prohibited from reproducing, publishing or operating the right of use to AddVueConnect, associated documentation, manuals and project information of which TVMC holds the intellectual property rights.
- 4.3 In the event that the Customer acts contrary to the provisions of this article, the Customer shall owe an immediately payable penalty of EUR 5,000 (in words: five thousand euros) for each breach, without prejudice to TVMC's right to claim full compensation;
- 4.4 The intellectual property of the data stored in AddVueConnect is vested with the Customer.
- 4.5 The intellectual property, created under the execution of the Agreement in case of customised solutions, is vested with Customer.

Article 5 Execution of services

- 5.1 TVMC shall endeavour to perform the Services with due care in accordance with the provisions of the Contract. The Services are performed on the basis of a best-efforts obligation, unless and to the extent that TVMC has expressly promised a result in the Agreement and the result concerned is described with sufficient certainty.
- 5.2 The Customer shall report errors found in AddVueConnect in detail. After receiving the report, TVMC shall endeavour to rectify

and/or improve the errors in accordance with the provisions of the Service Level Agreement.

Article 6 Maintenance, Management and Support

- 6.1 TVMC shall provide maintenance, management and support for AddVueConnect in accordance with the manner laid down in the Service Level Agreement.

Article 7 Prices, price review, invoicing and payment

- 7.1 All prices stated in the Contract and offers are exclusive of turnover tax (VAT) and other levies which are or will be imposed by the government. All prices stated by TVMC are in euros and the Customer must make all payments in euros.
- 7.2 TVMC is entitled to index its prices annually in accordance with the Consumer Price Index (CPI).
- 7.3 The Internet application AddVueConnect, including any additional licenses are invoiced every 12 months in advance. The other AddVue services shall be invoiced monthly in arrears based on subsequent costing or as further agreed by the parties.
- 7.4 Payment by the Customer must be made within 30 days of the invoice date.
- 7.5 The Services may be terminated by the Customer by the end of the fixed period of 12 months with due observance of a notice period of three months. Notice of termination must be given in writing.

Article 8 Confidentiality

- 8.1 The Customer and TVMC shall not in any way disclose to the other party any information that comes to their knowledge in the performance of the Contract and with regard to which they are aware or should reasonably be aware of its confidential nature, except where required by a statutory regulation or court ruling.

Article 9 Privacy and data processing

- 9.1 If required for the performance of the agreement, the Customer shall, at TVMC's request, inform TVMC in writing of the Customer's implementation of his obligations by virtue of the legislation on the protection of personal data. The parties shall at all times comply with the provisions of the General Data Protection Regulation (GDPR).
- 9.2 The AddVueConnect processing agreement is applicable under TVMC's services. This contains clear agreements regarding the role of TVMC as Processor and the role of the Customer as Controller within the meaning of the General Data Protection Regulation.
- 9.3 The Customer indemnifies TVMC against claims by persons whose personal data have been registered or are processed with respect to a register of persons maintained by the Customer or for which the Customer is otherwise responsible by virtue of the law, unless the Customer proves that the facts on which the claim is based are attributable to TVMC.
- 9.4 The responsibility for the data processed by the Customer using the TVMC Services is entirely vested with the Customer. The Customer guarantees TVMC that the content, the use and/or the processing of the data are not unlawful and do not infringe any right of a third party. The Customer indemnifies TVMC against any legal claim from a third party, on any grounds whatsoever, in connection with these data or the performance of the Agreement.

Article 10 Third parties

- 10.1 If and to the extent that TVMC depends on the services or products of third parties, TVMC shall not be liable for damage of any nature or for any reason whatsoever caused by the services or products of third parties, including breakdowns.

Article 11 Amendments and supplements

- 11.1 If the Customer wishes a change or addition to the purchased Services as custom work, a quotation process shall be started in the manner laid down in the Service Level Agreement.
- 11.2 The change or addition to the Service shall be set out in a supplementary agreement in writing between the Customer and TVMC.

Article 12 Liability

- 12.1 TVMC accepts no liability for indirect loss, consequential loss, loss of profit, missed savings and loss due to business interruption.
- 12.2 TVMC accepts no liability for any damage resulting from the (temporary) unavailability of AddVueConnect and/or for any inaccuracy or incompleteness in the Service.
- 12.3 In the unlikely event that TVMC is to incur any liability, TVMC's liability shall be limited per event and to a maximum of the payment made under TVMC's professional and/or business liability insurance.
- 12.4 The exclusions and limitations of TVMC's liability do not apply in the event of intent or deliberate recklessness on the part of TVMC.
- 12.5 The Customer indemnifies TVMC against all claims by third parties arising (in)directly from the use of the Services agreed under the Agreement.

Article 13 Transfer of rights and obligations

- 13.1 The Customer is not entitled to sell and/or transfer the rights and/or obligations under the contract and general terms and conditions to a third party without TVMC's prior approval. TVMC will not unfairly withhold its approval.

Article 14 Applicable law and dispute resolution

- 14.1 The agreements between TVMC and the Customer are governed by Dutch law.
- 14.2 The parties will make every effort to settle disputes arising from the agreement through proper consultation. If this proves impossible, a decision will be submitted to the competent civil court of the Utrecht District Court.

Chapter 2: Additional provisions

The "Additional Provisions" contained in this chapter apply with regard to providing the Internet application AddVueConnect in addition to the "General Provisions" in chapter 1.

Article 15 Microsoft Conditions

- 15.1 Microsoft Azure technology is used for AddVueConnect services. TVMC sets up an environment for the Customer with the extension



Fout! De hyperlinkverwijzing is ongeldig.nl and provides the licenses for the use of AddVueConnect to the Customer. AddVueConnect is provided and maintained as-is at the time AddVueConnect is being provided.

- 15.2 Microsoft licenses are subject to the terms and conditions set forth by Microsoft and are available at locations including the following URL:

<https://www.microsoft.com/en-us/licensing/product-licensing/products.aspx>

The Microsoft Product Conditions and all other conditions declared or to be declared applicable by Microsoft take precedence over all other related documents and conditions agreed between the Customer and TVMC.

The Customer accepts that Microsoft's terms and conditions are subject to change without notice.

If interim changes impede the continuation of the services of TVMC to the Customer in an equivalent manner as laid down in the agreement, a suitable solution shall be agreed in proper consultation.

Article 15 Rights of use for AddVueConnect

- 15.1 TVMC shall provide the Customer with one or more rights of use in order to give the Customer and third parties designated by the Customer access to AddVueConnect. The user rights are personal, registered and may never be provided to others by users.
- 15.2 The Customer is only permitted to use the software for its own purposes.
- 15.3 Customer is responsible for the security and confidentiality of the login details provided to him for the purpose of the users (employees or designated third parties). The Customer shall notify TVMC immediately of any discovery or suspicion of abuse of login details.

Article 16 Support to AddVueConnect

- 16.1 Support to AddVueConnect shall be provided to the best of TVMC's ability and in the manner laid down in the Service Level Agreement between the Customer and TVMC.
- 16.2 If TVMC's support extends beyond the provisions in the Agreement and the Service Level Agreement, TVMC is entitled to charge the Customer a reasonable fee with respect to this.