

BDO General Terms and Conditions for SaaS Services

Article 1 - Definitions

- 1.1 In these BDO General Terms and Conditions for SaaS Services, the following definitions apply:
- (a) Administrator: a User who has the right to grant to other natural persons the authorisation to use the SaaS Service;
 - (b) Defect: a demonstrable and reproducible failure resulting in the Software not, or not fully, functioning as agreed in the Agreement;
 - (c) General Terms and Conditions: the BDO General Terms and Conditions for Non-Assurance Services or the BDO General Terms and Conditions for Assurance Services;
 - (d) Hosting Environment: the server on which the Software is installed;
 - (e) Incident: the non-availability or limited availability of the SaaS Service, not as a result of a Defect;
 - (f) Maintenance: implementing technical and functional improvements to the Software;
 - (g) Office Hours: Monday to Friday from 08:30 to 17:00 CET, excluding nationally recognised Dutch public holidays, with 5 May being a national holiday once every five years;
 - (h) SaaS General Terms and Conditions: the provisions contained in this document;
 - (i) SaaS Service: the provision of Software via the Hosting Environment, including carrying out Maintenance and providing support;
 - (j) Service Desk: the help desk for support for the use of the SaaS Service that can be contacted in the manner described in the Agreement;
 - (k) Software: the software, as specified in the Agreement, for processing, editing, producing and/or delivering data;
 - (l) Supplier: the Contractor's supplier of the Hosting Environment and/or the Software;
 - (m) User: a natural person designated as such by the Client or the Administrator who has access to the SaaS Service and who is authorised to use the SaaS Service.

- 1.2 For the purposes of these SaaS General Terms and Conditions, it makes no difference whether the terms defined above are worded in the singular or the plural or are used in a particular combination.
- 1.3 To the extent a definition is used in these SaaS General Terms and Conditions that is not described in Article 1.1, the definition as contained in the General Terms and Conditions shall apply.

Article 2 - Applicability

These SaaS General Terms and Conditions apply to the legal relationship between the Contractor and the Client in so far as the Contractor provides a SaaS Service for the agreed Services. These SaaS General Terms and Conditions supplement the General Terms and Conditions. In case of conflict between the General Terms and Conditions and these SaaS General Terms and Conditions, the provisions of these SaaS General Terms and Conditions shall prevail.

Article 3 - SaaS Service

- 3.1 The Contractor provides the SaaS Service as part of the Services and under the conditions described in the Agreement.
- 3.2 The Client is responsible for the management decisions and other decisions made based on the outcomes of the SaaS Service.

Article 4 - Licensing and Availability of the SaaS Service

- 4.1 The Contractor grants the Client a terminable, non-exclusive and non-transferable right of access and use of the relevant Software for the term of the Agreement.
- 4.2 The Contractor shall endeavour to achieve continuous availability of the relevant Software to the Client. The availability of the Software may (in part) depend on the availability of a Supplier's Hosting Environment.
- 4.3 The Contractor is authorised to (temporarily) interrupt

the availability of the SaaS Service, if and in so far as this is necessary for carrying out Maintenance (or having it carried out) or in so far as the Contractor deems it necessary for security reasons. The Contractor shall endeavour to ensure that the interruption of the SaaS Service does not last longer than necessary and, as far as possible, takes place outside Office Hours.

Article 5 - Access to SaaS Service

- 5.1 The Administrator(s) and/or the User(s) are given access to the relevant Software by the Contractor by means of the login details (to be) received for that purpose.
- 5.2 The Client warrants that the login details will not be shared with third parties, recorded, reproduced or duplicated.
- 5.3 If the Client discovers or reasonably suspects that login details have been lost, stolen or have disappeared or that fraudulent, unauthorised, improper or any other incorrect use of the SaaS Service has occurred, the Client must notify the Contractor immediately.
- 5.4 The Contractor is authorised to change and/or block the login details and/or the login procedure. The Contractor shall notify the Client in writing of such change or blocking as soon as possible.

Article 6 - Use of the SaaS Service

- 6.1 The Client warrants that the Administrator(s) and the User(s) will comply with the (technical) instructions and descriptions provided by the Contractor when using the Software.
- 6.2 The Client is not allowed to use the Software, including its documentation and data files, other than for its own organisation.
- 6.3 The Contractor will make the SaaS Service available for the use described in the Agreement. To the extent that there is excessive use of the SaaS Service, the Contractor will inform the Client. The Client shall cease the excessive use upon receipt of the aforementioned notification. If the Client does not cease the excessive use, the Contractor is entitled to charge an additional fee or suspend the SaaS Service.
- 6.4 The Client is not allowed to process data via the SaaS Service that is intimidating, discriminatory, threatening, defamatory or obscene or that violates laws or regulations. The Contractor reserves the right to delete the data in the aforementioned case without notifying the Client in advance.
- 6.5 The Client is not allowed to use the Software in a way that violates laws or regulations, the Agreement or these SaaS General Terms and Conditions. The Client is required to subject the Administrator(s) and the User(s) to the obligations arising for the Client from this paragraph. The Client warrants to the Contractor that the Administrator(s) and the User(s) comply with the obligations referred to above.

- 6.6 The Contractor may terminate access to and use of the SaaS Service in whole or in part with immediate effect if the Client, the Administrator(s) and/or the User(s) act contrary to laws or regulations, the Agreement or these SaaS General Terms and Conditions.

Article 7 - Maintenance and Support

- 7.1 The Contractor and/or the Supplier will carry out periodic Maintenance of the SaaS Service.
- 7.2 In so far as there are no material changes to the functionality of the SaaS Service, the Contractor is allowed to provide the Client with a modified or new version of the Software as well as to modify the Hosting Environment.
- 7.3 The Service Desk provides support regarding the use of the SaaS Service during Office Hours to the extent and in the manner described in the Agreement. Support may consist of providing information or advice and support in resolving or correcting Incidents or Defects (or having them resolved or corrected).
- 7.4 Incidents or Defects must be reported by the Client to the Service Desk as soon as possible after their discovery in the manner agreed in the Agreement or otherwise. The Client must provide its report with a concrete description of the Incident or Defect and provide any further information requested by the Service Desk without delay. The Contractor cannot warrant that the SaaS Service will be provided without Incidents or Defects. Moreover, the Contractor does not warrant that all Incidents or Defects can be remedied.

Article 8 - Backups

- 8.1 The Client is obliged to make its own backups of the data entered and to be entered into the Software. In case of loss of data, the Contractor will endeavour to restore the data in accordance with the last available backup.
- 8.2 To the extent described in the Agreement the Contractor makes, as part of its services, backups available to the Client of the data entered into the Software by the Client.

Article 9 - Security

- 9.1 The Contractor shall take appropriate technical and organisational measures with regard to the Hosting Environment to secure the Software against destruction, loss, modification or unauthorised access to the Client's data. The Client shall not (attempt to) remove or (attempt to) circumvent the aforementioned technical and organisational measures.
- 9.2 The Client shall take appropriate technical and organisational measures to prevent unauthorised access to the Hosting Environment and/or Software, including maintaining and appropriately securing the systems that may be used to access the Hosting Environment.

Article 10 - Intellectual Property

In addition to the provisions in the General Terms and Conditions, the intellectual property rights relating to (all parts of) the SaaS Service and/or information made available by the Contractor via the SaaS Service are vested exclusively in the Contractor, in so far as said rights do not (also) belong to third parties. The Client shall refrain from infringing said rights in any way, shape or form and for any purpose.

Article 11 - Liability

- 11.1 The Contractor shall under no circumstances be liable for loss, damage or injury resulting from a visit to an internet site referred to in the Software. As such an internet site is neither set up nor maintained by the Contractor, the Contractor cannot be held liable for the content and operation of such an internet site.
- 11.2 The Client shall be liable to the Contractor for damages and shall indemnify the Contractor against third-party claims arising from access and use of the SaaS Service contrary to what is provided in these SaaS General Terms and Conditions.
- 11.3 Any defectiveness of third-party equipment or software whose use has been prescribed to Contractor by the Client shall be regarded as force majeure.

Article 12 - Termination

The Contractor is allowed to terminate the Agreement, in whole or in part, in writing with immediate effect, if the Client performs actions and/or conduct via the Software that violate laws or regulations, the Agreement or these SaaS General Terms and Conditions.