

Definitions

The following definitions apply to the Contractual Terms of Sponsorvista.

Account:	the combination of a user name and password which gives the End User access to the SaaS Solution
Agreement:	this agreement including the Annexes
Annex:	an appendix to this Agreement
Availability:	the percentage of time that the SaaS Solution is accessible to the End User without interruptions or delays as further defined in the SLA
Billing Cycle:	the interval of time from the start of one billing statement date to the next billing statement date for which service charges are incurred and billed.
Business hours:	hours between 9.00 and 17.00 on Work Days
Client:	The legal entity or natural person who can use the Supplier's SaaS solution
Data Centre:	the protected environment where the computer system (hardware and software) for the provision of the SaaS Solution is located
Delivery Date:	the moment the Client can start using the software
End User:	a natural person who is authorized to have access to the SaaS Solution
Incident:	a complete or partial interruption or delay of the SaaS Solution
IPR:	copyrights, design rights, trademark rights, patent rights, database rights and all other intellectual property rights or similar rights, such as the right to knowhow or domain names, whether registered or unregistered
Maintenance:	Preventive Maintenance or Necessary Maintenance

Maintenance Window:	the period in which the SaaS Solution does not need to be available in connection with Maintenance
Necessary Maintenance:	incidental and unforeseen work, which in the opinion of the Supplier is immediately necessary to prevent or solve Incidents
Office Hours:	the hours between 9:00 and 17:00 hours on Working Days
Party:	Supplier or the Client
Preventive Maintenance:	scheduled work on the network, the hardware or the Software to maintain or improve the quality and Availability of the SaaS Solution
SaaS Solution:	the full service solution related to the use of the Software through the internet or through an exclusive network (web based)
Service Levels:	the requirements which the SaaS Solution must fulfil under this SLA
Severity Level:	the seriousness of an Incident
SLA:	Service Level Agreement, containing the requirements or service levels with regard to the Data Centre, a protocol on Incidents and the arrangement between the Parties with respect to Maintenance and Support
Software:	the software and functionalities that have been made accessible to the Client and/or End Users pursuant to this Agreement as a SaaS Solution
Supplier:	the supplier is Sponsorvista
Support:	the provision of remote (by e-mail, telephone, via a website or other electronic means of communication) information and advice by the Supplier on the SaaS Solution during Business hours, as well as the provision of remote assistance in investigating and resolving Incidents

Temporary Solution: a short-term solution for the incident
Work Day: Monday to Friday, with the exception of national holidays

General Terms & Conditions

1. Access to the SaaS Solution

As of the Delivery Date the following Software will be made available to the Client as a SaaS Solution: the software and modules as already described in the purchased package (such as Basic, Premium, Business).

The Client will be enabled to create Accounts, so that the Client can give End Users access to the SaaS Solution as of the Delivery Date.

Each Account is unique and gives only one End User the right to use the SaaS Solution. The Client is responsible for ensuring that the following obligations are met by the End User:

- no one but the End User himself will use the Account assigned to him;
- the End User will save the username and password for his Account carefully and will not make it available to third parties;
- in case of loss, theft or (the suspicion of) abuse of the user name and password the End User shall immediately inform Supplier's helpdesk.

The Client acknowledges that the Software is designed to be compatible only with that software and those systems specified as compatible in the service description and Supplier does not warrant or represent that the Software will be compatible with any other software or systems.

2. Price

Our Services are billed on a subscription basis. You will be billed in advance on a recurring, periodic basis (the "Billing Cycle"). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing the Services.

Supplier has the right to index the prices every 12 months by a percentage which is equal to the Business Services Index as published by CBS (Statistics Netherlands).

3. Invoicing and payment

Supplier will invoice the fee for the use of the SaaS Solution in advance. The Client is not entitled to compensate Supplier's invoices or set these off against claims against Supplier.

If the Client is in the opinion that Supplier's invoice is partly or fully incorrect, the Client must notify the Supplier thereof within two weeks of the reception of this invoice. An appeal to the partial incorrectness of an invoice by the Client does not discharge him of the obligation to pay the undisputed part of the invoice in time.

In case the payment term is exceeded, the Client must pay statutory interest, without any further notice of default being required. If the Client continues to be in breach of its obligation to pay Supplier's claim, Supplier has the right to claim extrajudicial costs next to statutory interest, the amount of which is set at least 15% of the total invoiced amount.

4. Availability, Data Centre and backups

Supplier is responsible for the Availability of the SaaS Solution subject to the conditions of the SLA described in Chapter 16. The Availability is measured outside the Maintenance Windows. The time during which the SaaS Solution is not available or accessible due to circumstances that may be regarded as force majeure will not count as an interruption or breakdown.

The Data Centre is suitable for the provision of the SaaS Solution in accordance with the technical requirements and service levels as defined in the SLA. Supplier is responsible for the infrastructure, the data connections, the hardware and the software within the Data Centre.

The Data Centre will be located in Stockholm. Supplier will not relocate the Data Centre and will not use a different Data Centre without the prior consent of the Client. If a Data Centre outside the European Union is used, the Parties will observe the General Data Protection Regulation without prejudicing the applicability of national privacy rules and regulations.

The servers in the Data Centre are continuously monitored and the system makes daily backups of the servers. Each version of a file is saved as long as this file exists on the system. There is also a history of backups for 30 days. The number of backups is not limited.

5. Support, Incidents and Training

Supplier shall respond without undue delay at all requests from the Client for Support, in accordance with the content of the SLA. End Users must first submit a request for Support to the Client (first line). Supplier will only provide direct Support to an End User if this has been agreed in the SLA.

Supplier shall try to correct all Incidents in accordance with the protocol listed in the SLA. This protocol contains an overview of different types of potential Incidents and a timetable with regard to the fix of the Incidents, as well as a communication protocol.

The Client acknowledges that complex software is never wholly free from defects and subject to the other provisions of this Agreement, Supplier gives no warranty or representation that the SaaS Solution will be wholly free from defects, errors or bugs.

On the request of the Client, or if - in the opinion of Supplier- the Client or the End User makes a disproportionate use of Support because they have insufficient knowledge about the operation of the SaaS Solution, Supplier will provide training to the Client or the End Users. The location and costs of the training will be determined by mutual consent.

6. Maintenance

Preventive Maintenance shall be performed within the Maintenance Window as stated in the SLA. Necessary Maintenance can be performed outside the Maintenance Window in accordance with the conditions of the SLA.

7. Terms of Use

The Client is responsible for ensuring that the following obligations are met by the End User and any other person authorized by the Client to use the SaaS Solution, through an Account or otherwise:

- the data, files and other digital information that is shared or exchanged with the systems of the SaaS Solution will be free of viruses, worms, Trojan horses or similar defects;
- the End User will not breach third party right such as IPR or breach article 8 of this Agreement;
- the user will not make use of the SaaS Solution in a way that may cause disturbances or delays in the Availability or accessibility of the SaaS Solution, such as the use of scripts or programs for uploading or downloading big amounts of data, or excessive attempts to gain access to the SaaS Solution;
- the user will not engage in hacking or any other unauthorized attempts to access the SaaS Solution, its computer systems, the Software or data of Supplier or third parties, with or without automated means (such as scrape, crawl or spider);

- the user will not commit any criminal acts, also including the distribution or publication of information that is contrary to public order or public morality.
- the user will not use any other form of automated integration than the API's (application programming interface) provided or advised by Supplier;

If an End User or any other person authorized by the Client to use the SaaS Solution violates the above-mentioned obligations or threatens to violate them, Supplier is entitled to intervene without prior consultation with the Client to terminate the violation or to prevent this imminent danger, for example by disabling the Account of the relevant End User. With respect to this End User Supplier is entitled to the full fee for the use of the SaaS Solution. Client is liable for the damage caused by the End User or any other person authorized by the Client to use the SaaS Solution, that is the result of a violation of these obligations. The Supplier is at all times entitled to report criminal offenses it has discovered and is never liable for the damage of the Client that may result from this report.

8. IPR and data

All IPR related to the SaaS Solution and the Software (including future updates or upgrades), are and will remain the property of Supplier and can never become the property of the Client or the End User. The IPR of all changes or improvements to the SaaS Solution or the Software, regardless whether these are the result of requests, suggestions or ideas of the Client or an End User, also lie fully with Supplier. The Client hereby assigns in advance to Supplier all (future) IPR related to the SaaS Solution and the Software, to the extent this IPR is created by the Client. To the extent necessary, the Client will fully cooperate with the transfer of the (future) IPR to Supplier, at Supplier's first request.

The Client acquires a non-exclusive right to use the SaaS Solution for the duration of this Agreement. In respect of this right of use, the Client is entitled to provide non-exclusive and non-transferable sub-licenses to End Users for the duration of this Agreement. The Client will ensure that the content of these sub-licenses is in accordance with this Agreement.

The Client is not allowed to copy, modify, compile, merge, assemble, reproduce or disassemble the Software, applications, data and other materials of which the IPR lies with Supplier, or try to abstract the source code from the Software or the applications in any other way. The Client is also not allowed to make public or use the Software, applications or other materials of which the IPR lies with Supplier,

neither in an unaltered nor in an altered form outside the scope of this Agreement.

Data or information that is the property of the Client or the End User, which data or information is added to the databases, directories or file folders of the SaaS Solution, is and will remain the property of the Client or the End User respectively. Supplier is not responsible for the correctness and lawfulness of this data or information.

9. Confidentiality

Without prejudice to the scope of article 10 (Privacy), the Parties will treat as confidential and keep secret all data they have supplied or exchanged, including all information related to the End User. The Parties are not allowed to disclose any information to third parties, directly or indirectly and in whatever form or way, on confidential information, unless the provider of this information has given explicit and written consent. This provision applies both during this Agreement and after its termination.

The Parties will oblige their employees and third parties engaged by them to maintain secrecy as mentioned in this article regarding the confidential information.

The receiving Party will return or destroy all information provided by the other Party upon its first written request.

This article does not apply to information received rightfully by the receiving Party from third parties or information that has been made public by the providing Party itself.

10. Privacy

Without prejudice to the scope of article 9 (Confidentiality) both Parties will in the execution of this Agreement observe all applicable national and international laws and regulations on privacy protection and data protection such as the General Data Protection Regulation.

11. Liability

Supplier's liability is limited to the direct damage of the Client. Supplier is not liable for any consequential loss, including lost sales or lost profits of the Client or the End User.

Supplier's liability is furthermore limited to the amount paid out by the business liability insurer of Supplier in the relevant case, with a total maximum of EUR 1.000 per year. Supplier will upon request allow the Client to see its insurance policy.

Supplier is solely responsible for loss or damage to data or information of the Client or the End User, insofar as this loss or damage is the result of wilful intent or gross negligence by Supplier or its management.

With the exception of request for Support, Supplier cannot handle complaints or claims from the End User. The Client will ensure that the End User submits complaints or claims exclusively to the Client, who can subsequently file the complaint or claim with Supplier subject to the conditions of this Agreement. The Client indemnifies Supplier against any claims coming directly from an End User.

12. Force Majeure

The parties are not liable in so far as a shortcoming in the performance cannot be attributed to them as a result of force majeure.

If a party fails to perform any of the obligations under this Agreement as a result of force majeure, the other Party has the right to terminate this Agreement, provided that it is certain that the failure to meet the obligation cannot be repaired or has continued to exist for at least 30 days, without the Parties being obliged to pay each other any compensation. The Client will have to pay for the SaaS Solution provided by Supplier up to the termination date.

13. Duration and termination

This Agreement takes effect the moment the invoice is paid. The subscription will automatically renew at the end of each Billing Cycle unless you cancel auto-renewal through your online account management page, or by contacting Sponsorvista customer support team.

The Agreement can be terminated early by each of the Parties under the following circumstances:

- the other Party fails in the performance of an obligation under this Agreement, after it has been declared in writing to be in default and a reasonable term to repair this failure has been granted;
- a suspension of payments order has been granted to the other Party or it has itself applied for a suspension of payments order;

- the other Party has been declared insolvent or a bankruptcy petition has been filed by or against this Party;
- the other Party has been wound up or has discontinued its business operations.

With regard to an individual End User, who does not comply with the obligations as referred to in article 7 of this Agreement, the Supplier is at all times entitled to deny that End User (temporarily) access to the SaaS Solution and the Account, without prejudice to the other rights of Supplier under this Agreement.

14. Transferability and subcontracting

The Parties are not entitled to transfer the rights and obligations under this Agreement to third parties without the consent of the other Party.

In the performance of this Agreement, Supplier is entitled to make use of the services of third parties, by means of subcontracting or by engaging staff. In that case, Supplier remains fully responsible towards the Client for the proper performance of the SaaS Solution and all other obligations as laid down in this Agreement. As the main contractor, Supplier will in that case observe of all its obligations related to taxes or social premiums and will meet these correctly and in time.

15. Conditions, amendments and validity

General terms and conditions of the Parties are not applicable. If the content of this Agreement is contrary with the Annexes, the content of the Annexes prevails.

This Agreement represents the entire understanding and agreement among the Parties with respect to the provision of the SaaS Solution and, unless expressly provided otherwise, supersedes any prior agreements, tenders or offers exchanged between the Parties. Alterations to this Agreement are valid only if and in so far as these have been agreed in writing.

If any stipulations in this Agreement be void or voidable or is declared void or voidable according to law, this will not affect the validity and enforceability of other stipulations of the Agreement. In such an event, the parties will take all necessary action to ensure the enforceability of the Agreement and, if necessary, to reach agreement on an alternative text for the void or voidable stipulation. The Parties will under these circumstances act as much as possible in the spirit of the void or voidable stipulation.

16. Service Level Agreement

A. Availability

The SaaS Solution is available 24/7 to End Users who have been authorised to make use of the SaaS Solution. The Supplier guarantees an Availability of 99%.

The Availability is measured outside the Maintenance Windows, whereby an interruption or breakdown of less than 1 hour will not be regarded as an interruption or breakdown. The time during which the SaaS Solution is not available or accessible due to the following circumstances will not count as an interruption or breakdown either:

- Incorrect, inexperienced or excessive use of the network, the Software or the SaaS Solution by the Client or the End User;
- Breaches by the End User of the conditions of use applicable to him or her;
- breakdowns or interruptions in the communication lines or data connections outside the Data Center;
- breakdowns or interruptions occurring in the communication lines, data connections, computer systems or the network, insofar as managed by the Client or the End User;
- breakdowns or interruptions caused by software not provided by the Supplier;
- breakdowns or interruptions due to activities by third parties;
- breakdowns or interruptions resulting from circumstances that may be regarded as force majeure.

B. Support

Only the Client's staff members are entitled to contact the Supplier's helpdesk.

The Client will provide End Users with first-line support. This means that End Users will initially contact the Client and not the Supplier's helpdesk. If the Client is unable to resolve or answer the End User's question, the Client will forward the End User's question to the Supplier's helpdesk. The Supplier's helpdesk operator will decide whether it is necessary to contact the End User directly.

In case of an emergency also End Users are entitled to contact the Supplier's helpdesk directly.

Support by the Supplier will not include:

- Support on location;
- extending the functionalities of the Software or the SaaS Solution at the Client's request;
- configurations of systems, software, hardware or networks;
- structural work, such as circumscribing import definitions and links with third-party software;
- converting files and/or importing back-up files;
- support relating to (operating) software of producers other than the Supplier, which also includes the third-party software that can be started up from the SaaS Solution, or links to third-party websites;
- training, consultancy or other services not explicitly described in the Agreement or the SLA;
- recovering or repairing data files;
- activities relating to the network or the Internet connection;
- activities carried out to a system, platform or environment that is not supported according to the system requirements.

C. Maintenance

The software may be temporarily unavailable or inaccessible in connection with Preventive or Necessary Maintenance during the following Maintenance Windows:

- On working days between 06:00 and 10:00 hours;
- During weekends: from 23:00 hours on Friday evening until 07:00 hours on Monday morning.

Necessary Maintenance is also possible outside the Maintenance Window. Necessary Maintenance outside the Maintenance Window will be announced at least 1 hour in advance. Where possible, the Supplier will on this occasion provide a description of the activities, their duration and a realistic estimate of the effects on the availability of the SaaS Solution. Very critical incidents do not permit any delay will be resolved by the Supplier as soon as possible and without prior notification. The Client will be sent a description of the intervention once enough information on this point is available.

The supplier is free to implement innovations, updates or upgrades of the SaaS Solution within the Maintenance Window. The Supplier will inform the Client in good time about innovations, updates or upgrades of the Software if these innovations, updates or upgrades are relevant to the Client's use of the SaaS Solution.

D. Incidents

An expert of the Supplier's helpdesk will respond to an Incident reported by a staff member of the Client in accordance with the Severity Levels described in Article 8, on condition that the Client's staff member can describe or reproduce the Incident sufficiently clearly, for example by means of a screenshot.

As soon as the Supplier's helpdesk has confirmed that the Client described or reproduced the Incident sufficiently clearly, work will be started on resolving the Incident. This service may be a Temporary Solution or a Permanent Solution. An Incident will have been resolved if the test by the Supplier shows that the Incident as reported by the Client no longer exists.

E. Severity Levels

Severity Level	Definition
1	Severity Level 1 will be assigned if the SaaS Solution is critically disrupted and/or is completely unavailable to all End Users. The SaaS Solution cannot be resumed in any alternative manner either. Or: The parties agree that the Incident falls under Severity Level 1.
2	Severity Level 2 will be assigned if a key functionality of the SaaS Solution is not fully available or is missing, or if that functionality does not work properly, in such a way as to impede normal use of that functionality by End Users, even though the Software is still available to the End Users. Or: The parties agree that the Incident falls under Severity Level 2.
3	Severity Level 3 will be assigned if the reported Incident (i) does not have Severity Level 1 or 2, and (ii) has little or no influence on the operation or availability of the SaaS Solution or a functionality. The Incident has limited consequences only for the End Users. Or: The parties agree that the Incident is a Severity Level 3 Incident.

F. Service Levels

The Supplier's helpdesk will respond to the call for Support and will contact the Client as soon as possible (response time). The helpdesk will try to resolve all Incidents as quickly as possible (repair time).

The response times and repair times stated below are target times rather than time limits or final deadlines. These times or periods being exceeded cannot

immediately result in liability on the Supplier's part, without prejudice to the Supplier's responsibility for the quality and availability of the SaaS Solution. If the Supplier exceeds the response time or repair time, the Client will be able to escalate the problem in accordance with the escalation matrix of Article 16.H.

G. Response times

Severity Level	Response time
1	Within four hours after the notification of the Incident, if the Incident is reported during Office Hours on Working Days at least four hours before the end of the Working Day. Incidents reported outside Office Hours or Working Days, or less than four hours before the end of the Working Day, will have a response time on the following Working Day.
2	Within one Working Day after the notification of the Incident.
3	Within five Working Days after the notification of the Incident.

H. Repair times

Severity Level	Temporary solution	Permanent solution
1	As soon as possible, but in any case within five Working Days	In the next update or upgrade
2	Within ten Working Days	In the next update or upgrade
3	Within a reasonable period	At the Supplier's discretion

17.Applicable Law and competent court

This Agreement is exclusively governed by Dutch law.

Disputes on the contents and the execution of this Agreement will be resolved by the District Court of Noord-Holland.