

Article 1 General

- a. These General Terms and Conditions and all that has been specified in the agreement with E2M are only and always applicable to legal relationships with E2M, unless explicitly agreed otherwise and confirmed in writing.
- b. Verbal agreements with and/or conditions of the customer are not binding for E2M until after and as far as they have been agreed and confirmed in writing by E2M.

Article 2 Terms of use

- a. E2M provides user licenses of the Indeqa software (hereafter to be called: Indeqa®), a SAAS solution that facilitates efficient and paperless conferencing. Indeqa® has been developed as an add-in to SharePoint in accordance with Microsoft guidelines and makes smart use of Microsoft365 and Azure. The current description of functionality can be found on the website Indeqa.com.
- b. The customer may only use Indeqa® for the purpose for which it is intended and in accordance with the agreed commitments.
- c. The customer of E2M enters into an agreement for the use of the software. The agreement leads to the granting of a non-exclusive, non-transferable and non-sublicensable right of use of Indeqa®.
- d. For the use of Indeqa® E2M shall provide the customer with its license code after signing the agreement.
- e. The required number of users shall be determined prior to the execution of the agreement. Pricing shall be in accordance with the price table, unless agreed otherwise.
- f. If desired, the number of users can be adjusted by adding or removing users. E2M measures the number of users on a monthly basis, which results in a possible correction of the invoice.
- g. The customer shall ensure that all data, that E2M indicates is necessary or that the customer should reasonably understand is necessary for the execution of the agreement, is provided timely to E2M. If the information required for the execution of the agreement is not provided to E2M on time, E2M has the right to suspend the delivery of the license code after notification.
- h. E2M is not liable for damage, of whatever nature, caused by the fact that E2M has relied on incorrect and/or incomplete information provided by the customer.

Article 3 Intellectual property

- a. The intellectual property of Indeqa® lies and remains with E2M at all times.
- b. All documents provided by E2M, such as agreement and reports are intended exclusively for use by the customer and may not be reproduced, published or brought to the attention of third parties by the customer without the prior consent of E2M, unless the nature of the documents provided dictates otherwise.

Article 4 Lawful use

- a. E2M has no knowledge of the information that is processed by Indeqa®. The customer must therefore monitor the lawfulness of this information in all facets.

- b. In case of unlawfulness, E2M shall never be liable for the consequences thereof.

Article 5 Versions

- a. Improvements involving updates and/or bug fixes are regularly implemented in Indeqa®.
- b. The delivery of such improvements is carried out as much as possible outside regular working hours, so that as little inconvenience as possible is experienced.
- c. The content of improvements is announced via release notes.
- d. Both updates and bug fixes are carried out free of charge.

Article 6 Maintenance and support

- a. The (further) development of Indeqa® has been/will be carried out with the necessary care. Nevertheless, errors may come to light and/or interruptions may occur. In addition, changing environmental factors such as changes in operating systems, browsers or system settings can cause hiccups. After an incident has been reported, E2M strives to eliminate the calamity in Indeqa®, this in accordance with the applicable SLA.
- b. E2M cannot be held liable for any damage arising from the aforementioned calamity.
- c. Use of Microsoft365/SharePoint for the benefit of Indeqa® shall be at one's own expense and risk; E2M shall never be liable for any damage resulting from malfunctions in that respect.

Article 7 Availability and performance

- a. Indeqa® runs on the customer's Microsoft365 environment. The availability and performance of Indeqa® also depends on external factors such as the intranet connection and the platform on which the software runs.
- b. A browser is required for the use of Indeqa®. Not all browsers are supported and/or run equally well. An up-to-date overview is available on Indeqa.com and it is up to the customer to make a choice.
- c. E2M makes every effort to keep its software running as optimally as possible, but this depends on the above mentioned external factors.
- d. E2M is not responsible or cannot be held responsible for the malfunctioning of external factors.

Article 8 Contract period

- a. The agreement between E2M and the customer is made for an indefinite period of time, unless the nature of the agreement dictates otherwise or if the parties explicitly agree otherwise in writing.

Article 9 Invoicing and payment

- a. Invoicing for the use of Indeqa® takes always place on monthly bases, prior to the use of Indeqa®, unless otherwise agreed in writing.
- b. Payment needs to be made within the term of payment that was specified by E2M.
- c. If payment is not received within the appointed term, the client is in default by operation of law. From the moment of default, the client owes E2M the statutory (commercial) interest for the outstanding amount.

- d. In the case of default of payment, E2M has the right to cease all work for the client.
- e. All costs incurred by E2M as a result of default of payment by the client, are charged directly to the client.
- f. The costs of a debt collection amounts to at least 10 percent of the outstanding amount, with a minimum of 250 EUR. After omission of payment by the client, any received payment will first serve to reduce these costs, subsequently to reduce the accrued interest and finally to reduce the principal sum.

Article 10 Processing of personal data

- a. E2M complies with European legislation and regulations relating to the General Data Protection Regulation (GDPR).
- b. According to the terminology of the GDPR, the customer is 'Controller' and E2M 'Processor'.
- c. Pursuant to the GDPR, a Data Processing Agreement (DPA) has been drawn up, which is applicable at the time of entering into the (user) agreement.
- d. The customer declares and guarantees that personal data will only be handled in a justified way.

Article 11 Complaints and disputes

- a. Complaints about the services of E2M have to be filed to E2M in writing within eight days after discovery, and at the latest within fourteen days after the completion of the work.
- b. The client will receive a written reply within four weeks after receipt of the complaint.
- c. In the event that disputes arise pertaining to or as a result of the executed services, the client and E2M will endeavor to resolve these disputes in close consultation. If consultation does not yield results, then both parties will employ mediation, in accordance with the procedure established by the Dutch Foundation Mediation Institute at Rotterdam, The Netherlands.
- d. If it has proved to be impossible to resolve a dispute by means of mediation, the dispute will be settled by the judge in Rotterdam, The Netherlands.
- e. Both parties will only appeal to a judge after they have made every effort to settle the dispute in close consultation or by means of mediation.

Article 12 Liability

- a. If E2M is proven liable, a distinction will be made between direct and indirect damage.
- b. In the case of direct damage, liability is limited to a maximum amount which is specified on the relevant invoice line, over the final two months that preceded the complaint.
- c. E2M is never liable for indirect damage, such as loss of sales or profit or lost savings.
- d. The limitations on liability with respect to direct damage, which were included in these Terms, do not apply if the damage resulted from willful act, gross fault and/or negligence by E2M or its subordinates.

Article 13 Force Majeure

- a. In the case of force majeure, E2M is not required to fulfil any obligation, if E2M is prevented from doing so.
- b. Force majeure shall include, in addition to its definition provided by law and case law, all external causes which E2M cannot influence, but renders it impossible for E2M to honor its obligations.

Article 14 Suspension and termination of the agreement

- a. E2M can partially or fully terminate or suspend the agreement without further notice of default if the client fails to fulfil, fails to fulfil adequately or fails to fulfil in a timely manner any obligation that resulted from the agreement with E2M, or if it is reasonable to doubt that the client shall fulfil his contractual obligation with E2M. E2M also has this authorization in case of bankruptcy of the client and suspension of payment, seizure under an execution of the client's property, decease of the client or in case of the client being under legal restraint. E2M is not liable for any damage in these cases. In addition, all the client's debts to E2M will be immediately claimable.
- b. If E2M is prevented from executing the agreement due to force majeure, E2M has the right to terminate the agreement wholly or in part or to postpone obligations without judicial intervention, without being obliged to pay any indemnity.
- c. Suspension and/or termination of the agreement never discharge the client from their payment obligation.

Article 15 Confidentiality

- a. E2M will observe confidentiality with respect to all confidential information that has been relayed or provided by the client because of the work agreement.
- b. Information is held to be confidential when this has been communicated by the client or if it logically results from the nature of the information.
- c. If, due to a legal duty or judicial decision, E2M is bound to supply confidential information to a third party, that has been appointed by law or by an authorized judge, and E2M cannot, in this specific case, invoke the right to be excused judicially or because of the recognition and permission of an authorized judge, E2M cannot be obliged to pay for damages or indemnification, and the client is not authorized to terminate the agreement due to any damages resulting from this.

Article 16 Applicable law

- a. Dutch law shall apply to all E2M services. The court at Rotterdam is the competent court.