

General Service Level Terms

Article 1. Definitions

1. General Terms and Service Level Terms: these General Terms & Service Level Terms as applicable between Supplier and Customer;
2. Customer: any natural person and/or legal entity who negotiates with Supplier about the conclusion of an agreement and/or enters into one or more agreements with Supplier. Customer and Supplier are hereinafter also jointly referred to as the “Parties”;
3. Data Subject: the person to whom the Personal Data relates;
4. Definitions: these definitions are intended solely for a clear and unambiguous interpretation of these General Terms and Service Level Terms;
5. Data: all other data not being personal data;
6. Supplier: Binfinity BV., established in Eindhoven;
7. Personal Data: any data relating to or traceable to an identified or identifiable natural person;
8. Service: the hardware and software in the form of a Software as a Service (SaaS) solution;
9. European Economic Area: all countries of the European Union, Liechtenstein, Norway, and Iceland;
10. GDPR: General Data Protection Regulation.

Article 2. Applicability

1. These General Terms and Service Level Terms apply to all quotations, offers, agreements of Supplier as well as the actual performance of the Service.
2. These General Terms and Service Level Terms also remain applicable after termination of the relevant legal relationship between Parties.
3. The applicability of any General Terms used by Customer is hereby expressly rejected and explicitly does not form part of the agreement between Parties.
4. Any deviations from these General Terms and Service Level Terms must be expressly agreed in writing in an agreement between Parties and are only valid insofar as they have been accepted and confirmed by Parties in writing.
5. These General Terms and Service Level Terms also apply to all (future) agreements between Customer and Supplier, unless otherwise agreed in writing.
6. These General Terms and Service Level Terms likewise apply to all agreements as well as the actual performance of the work for which third parties need to be engaged for the execution of the assignment.
7. If one or more provisions of these General Terms and Service Level Terms conflict with the provisions in an underlying agreement, the relevant provisions of that agreement shall prevail.
8. If any provision of these General Terms and Service Level Terms is null and void or voidable, the remaining provisions of these General Terms and Service Level Terms shall remain in full force and effect. In this case





the Parties shall enter into negotiations to reach agreement on an alternative provision which approximates the original provision as closely as possible.

Article 3. Acceptable Use Policy

1. Customer shall not upload, enter, or otherwise transmit on the Service's system any content that is unlawful or in any way infringes, abuses, or violates the rights of others. Customer shall not use the Service for the transmission of unsolicited or unauthorized advertisements, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

Article 4. License, license for the content, and intellectual property rights

1. Supplier grants the Customer, during the term of an agreement and/or the Service, a non-exclusive, non-transferable license to use the Service for business purposes by providing an Admin login account and a URL to Customer. Customer may create additional login accounts for employees and third parties, but may not transfer, rent, or lease the entire Service to third parties.
2. The intellectual property rights relating to the Service are vested solely in Supplier or its licensors and/or suppliers. The Service is and remains the property of the Supplier.
3. In agreements between Parties, Customer grants Supplier the right to arrange, display, reproduce, transmit, adapt the content for layout, maintain, repair, secure, or delete the content insofar as necessary for the management of the Service. This right remains in effect until the moment this content has been removed from the environment.

Article 5. Responsibility for the content

1. Supplier will not pre-screen the content entered by Customer in the Service and as such Supplier cannot guarantee the accuracy, integrity, availability, or quality of this content. Customer is responsible for the implementation of procedures regarding the creation, modification, and deletion of content by the users of the Service.

Article 6. Backup of content

1. The Service environment is backed up every night by Supplier. Daily, weekly, and monthly backups are made by Supplier. Data from daily backups are deleted after one month. Data from monthly backups are deleted after 2 years. These backups are stored at a different location. Upon request of the Customer, the



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backup will be restored within 4 hours during office hours. The costs for restoring the backup will be charged to the Customer.

2. Customer has the possibility to order a backup of the SQL database and all files. The costs for creating and sending this database will be charged to the Customer. Supplier will deliver a backup within five working days after receipt of an order.
3. Before termination of an agreement, Customer can export all recent data regarding the Service by means of standard reports. Supplier will archive the full production environment up to a maximum of 30 days after the end date of the agreement. Up to this date, Customer has the possibility to order a Backup of the SQL Database and all files. Supplier will charge a one-time fee of EUR 1,250.00 for this. After this date, Supplier will permanently delete all data.

Article 7. Availability of the Service

1. All servers of Supplier are located in the Netherlands and Ireland and may be transferred to other countries within the European Union at the sole discretion of Supplier. Supplier will use its best efforts to ensure the continuous operation of the Service by installing redundant hardware, internet connections, and power supplies. Supplier guarantees a Service availability of 99.9% per month during office hours (07:00 to 19:00), except in cases of force majeure on the part of Supplier. Maintenance work will be carried out on weekends or on working days between 21:00 and 06:00.

Article 8. Technical support

1. Supplier wants the Customer to use the Service optimally and is happy to assist. The employees of the Supplier's Customer Support department are available to resolve problems and answer questions. Supplier appreciates it if Customer first consults the frequently asked questions on our website. All relevant information can be found there in one place. If Customer does not find the answer there, the question can be submitted by email (hello@binfinity.net¹) or by phone through the Customer Support department at +31 (0) 88 3558 100. The employees of the Customer Support department answer questions from Monday to Friday between 8:30 a.m. and 5:00 p.m.
2. General support: A report to Customer Support is referred to as an "incident." This may concern an error, malfunction, request, configuration issue, or knowledge question regarding the Service. For configuration, extensive knowledge, and training questions, the case may be referred to Service Management or Consultancy, since Customer Support cannot provide assistance for such matters.
3. Support from our Customer Support department is free of charge. The deployment of our service engineers for repairing malfunctions of physical products (including RS-Vehicle, Accello) depends on the service level purchased by you (bronze, silver, gold) and the availability of our service engineers. In doing so, we follow the priorities and recovery times as much as possible as shown below.
4. **Contact person for questions:**
Customer determines who, on behalf of their organization, is the contact person for questions and may

1. <mailto:hello@binfinity.net>



contact Customer Support. Interim changes of the contact person can be communicated to Customer Support, stating name, phone number, and email address. The phone line and the Support employee may verify during an incident whether the contact person is authorized. Supplier assumes that the contact person has completed the appropriate training.

5. Incident registration:

An incident must always be reported by telephone or via email.

6. Priorities and recovery times:

The urgency of the incident determines the response and recovery time. The priority of an incident is determined by Customer Support. The guidelines are as follows:

- **High urgency:** Production disrupting. The business process is halted, threatens to halt, or the application is unavailable. The application cannot be used.
Response time: Within 4 hours on working days, or before 12:00 p.m. on the next working day.
Recovery time/workaround: We aim to provide a solution within one working day, but are often dependent on third parties.
- **Medium urgency:** Urgent, but not production disrupting. Work can continue, but the business process experiences hindrance.
Response time: Within a maximum of 1 working day.
Recovery time/workaround: As soon as possible, but no later than within 2 working days.
- **Low urgency:** Questions and/or error messages.
Response time: Within a maximum of 1 working day.
Recovery time/workaround: As soon as possible, but no later than within 3 working days.

7. Requests and questions about non-existing functionality:

Questions about non-existing functionalities, also called “requests,” are processed as feedback/suggestions for improvement. It is not possible for Supplier to indicate whether, and if so when, feedback/suggestions will be implemented. If feedback/suggestions lead to new functionalities or improvements of existing functionalities, this will be communicated by email.

8. Access to customer environment: During the handling of an incident, employees may request access to the customer environment in several ways: by viewing remotely.
Customer grants the employee permission to temporarily log in as a user in the environment.

Article 9. Free software maintenance and updates

1. Supplier provides free maintenance and updates to the software during the term of the Service. Maintenance will be carried out on working days between 21:00 and 06:00, or during weekends. Any modification or extension provided to the Customer will form part of an agreement between Parties and will be used in accordance with the requirements and obligations described in that agreement.

Article 10. Delivery of products

1. If Customer purchases Electronic Products from Supplier under the Agreement, the provisions of this article also apply.



2. All Electronic Products supplied by Supplier under the Agreement remain the property of Supplier until Customer has fulfilled all payment obligations towards Supplier.
3. The risk of loss or damage to the Electronic Products passes to the Customer at the moment the Customer has obtained control over the Electronic Products.
4. For Electronic Products, a warranty period of 24 months applies after delivery, counted from the day on which the Electronic Products were made available by Supplier. During this period, Supplier guarantees the operation of the goods in accordance with the specifications. A warranty period of 12 months applies to antennas after delivery. The antennas are made of wear-resistant synthetic materials, and their proper operation is guaranteed during this period under normal daily use.
5. Upon termination of a subscription to Supplier's products, Customer is obliged to return these products, at their own expense and in good condition, to Supplier no later than the termination date. The subscription will only end after Supplier has received and inspected the relevant products. This return obligation promotes the reuse and recycling of materials, whereby Parties jointly contribute to sustainability.

Article 11. Invoicing, prices, payments, and termination

1. Supplier invoices:
 - a. Licenses: in advance, per month or year;
 - b. Consultancy: afterwards, per month;
 - c. Service management: afterwards, per month;
 - d. Functional adjustments: afterwards per month;
 - e. Electronic products: 50% upon order, 50% upon delivery.
 - f. The invoice shows the current quantities and license products. Any additional services purchased are specified in a separate appendix. All invoices are sent by email in PDF and UBL format to the Customer. The payment term is always 30 days after the invoice date.
2. For monthly subscriptions with a value lower than EUR 250 per month, these will only be invoiced annually in advance. This is to reduce administrative burdens for both parties.
3. All stated prices are exclusive of VAT. If work needs to be performed on-site at the Customer, Supplier will charge the actual travel time and travel costs.
4. Prices may be adjusted by Supplier once per calendar year. If prices are adjusted, the Customer will be informed at least 3 months prior to the adjustment via the email address known to Supplier.
5. To qualify for access to and use of the Service, the Customer must have an active subscription to the Service, and the license fees (periodic costs for using the Service) must be fully paid. If payments are not made on time, Supplier will remind the Customer to make full payment. If any payment is not made within the term stated in the reminder, Supplier is entitled to immediately suspend access to the Service. Supplier will inform the Customer by email that access to the Service will be suspended. The payment obligation, however, remains in effect.
6. If the Customer fails to pay an undisputed invoice for services other than the Service on time and/or in full, Supplier reserves the right to temporarily or permanently suspend the Service.
7. Customer has the right to terminate an agreement with Supplier at any time twelve months after the start date, with a notice period of at least three months. The agreement ends three months after the first day of



the month following the day of receipt of the termination notice. After termination of the agreement, there will no longer be access to the Service and the associated data.

8. The notice period for Supplier is twelve months. Supplier has the right to terminate the agreement with immediate effect if the Customer is in breach of contract, including, but not limited to, failure to pay invoices. The period of 30 days as mentioned in Article 6.3 will in that case be extended to 90 days.

Article 12. Processing of data

1. Supplier is the Processor within the meaning of the GDPR. In accordance with the GDPR, a Data Processing Agreement must be concluded between Supplier and Customer. This Data Processing Agreement forms an integral part of the agreement concluded between Supplier and Customer.
2. Supplier collects data, other than personal data, regarding the use of its products and services and uses this data only for analytical purposes.

Article 13. Security requirements

1. Supplier offers Customer the possibility to securely access the Customer's data by logging in with at least a username and password.
2. Supplier shall ensure appropriate technical and organizational measures to protect data against loss or any form of unlawful processing. The measures taken correspond with the state of the art and the cost of implementation.
3. Customer is responsible for maintaining the confidentiality of usernames and passwords.
4. Customer has the right, in consultation with Supplier, to have the technical and organizational (security) measures taken by Supplier tested—at the Customer's expense—by a certified and independent auditor. Supplier then has the right to have this audit—whether or not at its own initiative—carried out by an independent certified auditor engaged by Supplier, who issues a third-party statement. Customer will be informed—whether or not in outline—of the results.
5. Supplier will immediately inform Customer of any security incident.

Article 14. Confidentiality

1. Supplier requires its employees to maintain confidentiality with regard to all data they become aware of in connection with the provision of the Service.
2. With the exception of the data referred to in Article 11.2, data provided by Customer will not be made available to third parties by Supplier without prior consent from Customer, unless Supplier is obliged to do so pursuant to any statutory provision, regulation, or other legal requirement, or if disclosure and/or provision is necessary in the context of providing services.
3. If Supplier receives a request or order from a Dutch or foreign supervisory authority or an investigative, prosecuting, or national security agency to provide (access to) (personal) data, Supplier will immediately



inform the Customer. When handling the request or order, Supplier shall observe all instructions from the Customer (including the instruction to leave the handling of the request or order wholly or partly to the authority) and provide all reasonably required cooperation.

Article 15. Liability of Supplier

1. The total liability of Supplier for attributable failure in the performance of an agreement between Parties is limited to the amount paid out by Supplier's insurer and applies only to any direct damage. All forms of indirect damage (including but not limited to lost profits and consequential damages) will not be compensated in the event of any failure or unlawful act on the part of Supplier. A copy of the relevant liability insurance policy can be provided at the Customer's request.

Article 16. Hosting

1. The data center where the Service is hosted has a fully redundant network with emergency generators, enabling high availability of the application in an optimally secured environment.
2. The data center is redundantly connected to the power grid. This prevents power outages caused by cable breaks or a poorly functioning power supply.
3. The multiple Uninterruptible Power Supply (UPS) systems ensure a stable power supply and guarantee power even when the power grid has failed.
4. Diesel generators safeguard the power supply when the power grid is down for a longer period. The data center has sufficient fuel to operate on generators for 24 hours. In addition, a fuel supply contract is in place to ensure refueling within a few hours.
5. The data center features multiple layers of physical security, such as camera surveillance and biometric access control. Only authorized personnel have access. There is also 24/7/365 security on-site.
6. Access to rooms in the data center is only possible using access cards. All servers are housed in locked racks. Physical access to the servers is only possible using access cards with corresponding access codes.
7. The servers are connected to the Internet through multiple 1Gbit connections.
8. The Service is hosted on a virtual platform consisting of multiple servers. This setup guarantees maximum availability for the Customer.
9. Supplier uses a multi-layered security model for accessing and exchanging information.
10. Passwords are stored in encrypted form. As soon as a user chooses or changes a password, it is encrypted and stored. The encryption cannot be reversed.
11. Communication between the web browser and the Service is encrypted with a 2048-bit key.
12. Each user is assigned at least one role. Standard permissions are granted per role.



Article 17. Conditions

1. No other terms and conditions of the Customer apply to the agreements between Parties other than these General Terms and Service Level Terms and the Data Processing Agreement, unless expressly agreed upon in advance.

Article 18. Notices

1. All notices relating to agreements between Parties must be submitted to the Supplier in writing. None of the notices shall be deemed automatically accepted. All changes are only accepted after written confirmation by an authorized representative of Supplier.

Article 19. Applicable law and competent court

1. Dutch law applies to these General Terms as well as to all agreements between Parties.
2. The court of the Netherlands, location Eindhoven, is competent to hear all disputes between Parties.

