

Sensus Licence Terms & Conditions

Licence Agreement

(UK 1.0.11052023)

The parties

- I. Sensus-methode B.V., a private limited company under Dutch law, also trading as Sensus process management, with its registered office at Schippersgracht 14, 3603 BC Maarssen, the Netherlands, represented at law in this matter by Mr Gregor Dekkers, managing director

Referred to below as '**Sensus process management**'

and

- II. The Customer
Referred to below as the '**Customer**'

Referred to jointly as the '**Parties**'.

WHEREAS

- A. Sensus process management specialises in the mapping and improvement of business processes and uses various methods to adapt and restructure business processes;
- B. Sensus process management has developed a standard application in this context, which it offers to its customers in the form of Software-as-a-Service, and the Customer is interested in this application;
- C. The parties wish to set out the terms of use for this service in the present Licence Agreement.

THE PARTIES THUS AGREE AS SET OUT BELOW:

1. Definitions

1.1 Except where specifically stated otherwise in this contract, the following terms shall have the following meaning:

Account an account on the Sensus process management platform, with which the Customer obtains access to the service and can use the same.

Administrator

an internal or external employee of the Customer, who, on behalf of the Customer, determines the persons in the company who may use the service, up to a maximum of the agreed number of licences.

Service the service that Sensus process management provides to the Customer via internet under this Agreement, in the form of Software-as-a-Service, as described in detail in the quotation, which the Customer has signed for approval and which is also regarded as an order confirmation.

Term the term of this contract in accordance with article 10.

Content all data, business processes and other information entered in, uploaded to or stored in the platform by the Customer when using the service, with the exception of the login credentials and the contact details of *Named Users*, as registered in the portal.

The Sensus working method

the method of working developed by Sensus process management for modifying and restructuring models of business processes, which is explained to the Customer during a training session.

Named User

each person registered in the Sensus process management portal by the administrator who is named as the holder of a licence to use the service.

Agreement this Licence Agreement including:

- Appendix A: the quotation issued by Sensus process management, which has been signed for approval by the Customer and is also considered to be an order confirmation
- Appendix B: Service Level Agreement (SLA) for Support Services
- Appendix C: the 2014 Nederland ICT Terms and Conditions

Platform the platform, including the portal and software that is used and administered by Sensus process management to deliver the service.

Support Services all support given to staff trained by Sensus process management relating to the 'Sensus working method' (functional support) and technical aspects of the service (technical support), other than through the provision of training courses.

Update a hotfix, patch or minor version update of platform software.

Upgrade an improvement of and/or extension to the already agreed functionality of the platform software (except for new functional applications).

Working Day days of the working week (i.e. Monday - Friday), except for national and other public holidays in the Netherlands.

2. Service

2.1 Sensus process management activates an account for the customer.

2.2 Sensus process management provides the number of worldwide non-exclusive and non-transferable licences stated in **Appendix A** (the quotation/order confirmation signed for approval by the Customer) registered to specific individuals for concurrent use of the service, as also outlined in **Appendix A**. The service purchased by the Customer is described in greater detail in **Appendix A** to this agreement.

2.3 In relation to the right of use under the terms of article 2.2, named users trained by Sensus have exclusive rights to use the service.

- 2.4 Except where otherwise agreed and confirmed in writing, the following prohibitions apply to the right of use referred to in article 2.2:
- (a) the Customer may not grant sub-licences in relation to his/her right of use for the service;
 - (b) the Customer may not allow persons to access the service other than Named Users;
- 2.5 Both Parties shall make every reasonable effort, including taking reasonable security precautions in relation to the log-in data for the account, to prevent unauthorised persons gaining access to the service.
- 2.6 Sensus process management may stipulate further conditions in relation to use of the service in an Acceptable Use Policy. The Customer shall ensure that all persons who use the service with the Customer's permission, or by means of an account adhere to this policy.
- 2.7 The Customer may not use the service in any way that causes damage to the platform, or has the potential to do so, or that leads to reduced availability of or access to the service.
- 2.8 Furthermore, the Customer may not use the service:
- (a) in the context of unlawful, illegal or fraudulent purposes or practices, or purposes or practices that could cause damage; and/or
 - (b) for a purpose other than mapping business processes, such as, but not limited to, processing of personal data.
- 2.9 The Customer may not access the software code (including the object code, intermediate code and source code) of the platform, either during the term of this agreement or thereafter.
3. **Fee**
- 3.1 The Customer shall pay Sensus process management the fee excluding VAT for the service referred to in Appendix A (the quotation/order confirmation issued by Sensus process management and signed by the Customer). This fee is indexed annually in accordance with the 'all households' price index (prijsindexcijfer 'alle huishoudens') issued by Statistics Netherlands (CBS).
- 3.2 The fee owed under the terms of this contract must be paid within a term of 30 days from the invoice date.

- 3.3 In the event of failure to pay on time, the Customer shall be in default without any requirement for a notice of default or demand for payment and must pay statutory commercial interest on the outstanding amount.
- 3.4 If the Customer still fails to pay after a written demand for payment, the Customer must also reimburse all the costs incurred by Sensus process management in connection with the aforementioned demand for payment and all further action taken to collect the outstanding amount, whether judicial or extrajudicial.
4. **Help desk**
- 4.1 Sensus process management shall make a help desk available to the Customer in order to provide Support Services.
- 4.2 The Customer can contact the help desk using Chat, by filling in the web-based form, or by calling +31 (0)88 888 7777. For more information, please see the website¹.
5. **Support Services**
- 5.1 Only Customer staff and agency workers trained by Sensus process management are permitted to use the help desk for support in relation to the 'Sensus working method' (functional support) without the Customer incurring additional costs. In addition, the Customer is entitled to technical support in accordance with the agreements made in the Service Level Agreement (SLA) in **Appendix B** to this contract.
6. **Maintenance**
- 6.1 If Sensus process management issues updates or upgrades, it will notify the Customer of this in advance if there is a possibility that this could have an impact on the availability of the service. Sensus process management is under no obligation whatsoever to develop and release new functionalities, i.e. functionalities that have not been agreed.

¹ <https://help.sensus-processmanagement.com>

7. Content

7.1 The Customer understands and accepts that it is fully responsible for the content. The Customer consents to Sensus process management copying, reproducing, storing, distributing, publishing and exporting content as required for compliance with its obligations in respect of the Customer under this contract.

7.2 The Customer assures Sensus process management that the content:

- (a) complies with the applicable legal provisions, rules or regulations,
- (b) does not breach the intellectual property rights or other statutory rights held by any other party
- (c) complies at all times with the provisions of article 7.2 of this agreement.

The Customer shall indemnify Sensus process management against any third-party claims ensuing from an infringement of the provisions of article 7.2 (a) and (b), provided that Sensus process management notifies the Customer immediately in writing of such claims and leaves the handling thereof to the Customer.

8. Back-ups

8.1 The Customer may store content locally. Sensus process management shall make a back-up of the content at least once a day, and endeavour to store each back-up securely and retain it for a maximum of 90 days, in compliance with the agreements set out in the Service Level Agreement (the SLA in **Appendix B** to this contract).

8.2 Sensus process management is not liable for the loss of or damage to the content sent by the Customer or stored on its local server, or uploaded by the Customer to its local server.

9. Security

9.1 Sensus process management shall take appropriate technical and organisational action to protect the platform and the Customer's content.

10. Term of the Agreement & termination

- 10.1 This agreement shall take effect on the date of signing, and shall have a term as specified in Appendix A (the quotation/order confirmation issued by Sensus process management and signed by the Customer).
- 10.2 The agreement shall be automatically renewed for one year on each occasion, unless one of the Parties gives written notice of its intention not to renew the agreement two months before the end of the agreed term.

11. Dissolution

- 11.1 Each of the Parties is entitled to dissolve this agreement prematurely in writing if the other party has breached essential obligations and a notice of default has remained without effect, without prejudice to the right to damage compensation.
- 11.2 The Parties are also entitled to dissolve the agreement if
- the other party is granted provisional suspension of payments or an application for a suspension of payments has been filed;
 - the other party is declared bankrupt or a petition for bankruptcy has been filed;
 - the other party's company has been or is in the process of being wound up.

12. Consequences of termination and dissolution

- 12.1 After this agreement ends, any content shall be made available to the Customer by Sensus process management at the first request and only the provisions of this agreement that, by their nature, are intended to remain in force for a longer period, such as the provisions on confidentiality, intellectual property and liability, shall remain in force.

13. Outsourcing to third parties

- 13.1 Sensus process management is entitled at all times to outsource the storage of content and the provision of services relating to the support for and maintenance of the platform or parts of the platform to third parties, with Sensus process management imposing on those third parties confidentiality obligations similar to those set out in article 15 of this agreement.

14. Warranties and liability

- 14.1 The Customer accepts that complex software can never be completely free of vulnerabilities, faults, bugs and security problems; similarly Sensus process management cannot guarantee that the service shall be free of such issues at all times.
- 14.2 The Customer accepts that the platform is intended to be compatible solely with the software and systems described on the website of Sensus process management²; and Sensus process management cannot ensure or guarantee that the platform shall be compatible with other software or systems.
- 14.3 Overall liability on the part of Sensus process management as a consequence of breach of contract or any other legal reason is limited to compensation of direct damage or loss, up to the amount contractually agreed for the service (excluding VAT and any other charges) for one year with a maximum of €10,000 (ten thousand euros).
- 14.4 Sensus process management is not liable for indirect damage or loss, consequential damage or loss, loss of profit, loss of savings, reduced goodwill, damage or loss due to interruption of operations, damage or loss as a result of claims pursued by clients of the Customer, damage or loss as a result of the use of third-party components, materials or software by Sensus process management at the request of the Customer, or damage or loss as a result of the formation of contracts with suppliers by Sensus process management at the Customer's request. Neither is Sensus process management liable for damage, destruction or loss of data or documents.
- 14.5 The exceptions and restrictions relating to Sensus process management's liability as described in articles 14.3 and 14.4 apply without prejudice to the other exceptions and restrictions relating to Sensus process management's liability that are covered in this contract.
- 14.6 The exceptions and restrictions that are listed in articles 14.3 - 14.5 inclusive do not apply where the damage or loss can be attributed to an intentional act or gross negligence on the part of Sensus process management.

² <https://sensus-processmanagement.com/features/>

15. Confidentiality

- 15.1 The parties shall maintain confidentiality in respect of any confidential information exchanged under this agreement and only use it for the purposes of performing this agreement.
- 15.2 Confidential information is understood to mean all information that is explicitly stated to be 'confidential', or information that the other party knows to be confidential in nature, or may reasonably be expected to be understand that it is confidential.
- 15.3 Each of the Parties shall impose the duty of confidentiality referred to in article 15.1 on its employees and any third parties they involve in the performance of this agreement.

16. Intellectual property

- 16.1 All current and future intellectual property rights relating to the software, training and testing activities, materials and documentation developed by Sensus process management or used to provide the service to the Customer, or which can be accessed by the Customer, are the property of Sensus process management or its suppliers/subcontractors. The Customer 'only' has a right of use, as described in article 2. Nothing in this agreement is intended to transfer any intellectual property rights.
- 16.2 The Customer may not publicly disclose or reproduce any parts of the service which are subject to intellectual property rights of Sensus process management or its suppliers/subcontractors under article 16.1, unless written permission has been granted by Sensus process management.
- 16.3 Sensus process management shall indemnify the Customer against claims brought by third parties in connection with an infringement of the intellectual property rights of those third parties in relation to the use of the service, provided that
- a. Sensus process management is immediately informed of the claim in writing;
 - b. the claim brought by the third party is not caused by changes made to the service by the Customer or by third parties engaged by the Customer; or

- c. the claim brought by the third party is not caused by use of the service on the part of the Customer in manner that is otherwise contrary to the terms and conditions set out in this agreement.
- 16.4 The above-mentioned indemnification applies only if the Customer leaves handling of the matter (including negotiation of a settlement) to Sensus process management and cooperates with Sensus process management to the extent necessary.
- 16.5 In the event that a claim of the nature referred to above is brought, the Customer declares that it agrees that Sensus process management shall, at its own discretion:
 - a. change the service or have it changed in such a way that it no longer results in infringement;
 - b. replace the service with an equivalent service.
- 17. General**
- 17.1 This agreement is also governed by the 2020 Nederland ICT Terms and Conditions (<https://sensus-processmanagement.com/terms-conditions-nl/?lang=en>). Any purchase or other conditions of the Customer are not accepted, unless agreed in writing.
- 17.2 Where there is considered to be a conflict between this contract and one of the appendices, the following order of precedence shall apply:
 - 1. Licence Agreement
 - 2. Attachment I
 - 3. Attachment II-B: Service Level Agreement for Support Services
 - 4. 2020 NLdigital Terms
- 17.3 This contract is subject to Dutch law. Any disputes between the Parties shall be submitted to the jurisdiction of the Midden-Nederland district court.

Attachment II-B to the Licence Agreement

Service Level Agreement (SLA) for Support Services

1. Scope

- 1.1 This Service Level Agreement describes the service levels that apply to Support Services.

2. Definitions

- 2.1 *Working Days:* days of the working week (i.e. Monday – Friday), except for national and other public holidays in the Netherlands.
- Opening hours:* 9.00am – 5.00pm (Central European Time) on working days.
- Contractual plans:* the Support Services purchased by the Customer, in which the Customer is entitled to at least bronze level, but may also opt for silver, gold or platinum.
- Response time:* the time between the point at which the Customer submits a request for Support Services and/or for recovery of content by means of back-ups through the help desk and the response sent by Sensus process management.

3. Support relating to the Sensus process management working method (functional support)

- 3.1 In relation to the Sensus process management working method, Sensus process management offers the following contractual plans:

Table 1: Functional support

Option	Staff trained by Sensus process management	Access to help desk	Access to help file	Max. number of hours per year
A	Yes	Yes	Yes	unlimited
B	No	No	Yes	N/A

3.2 The Customer is entitled to option A. Option B applies to Customer staff who have not been trained by Sensus process management.

4. Support for the Service's technical operation

4.1 In relation to technical support, Sensus process management offers the Contractual Plans listed below:

Table 2: Technical support

	Bronze	Silver	Gold	Platinum
Provision of technical support	email	email, telephone, online remote support, chat	email, telephone, online remote support, chat	email, telephone, online remote support, chat
Response time	3 working days	2 working days	1 working day	1 working day
Maximum number of hours' technical support per month*	N/A	0.5 hours per month*	1 hour per month*	The number of hours agreed with the Customer in the quotation

* In table 2, 'month' means a calendar month.

- 4.2 Appendix A to the Licence Agreement (the quotation/order confirmation issued by Sensus process management and signed by the Customer) states which of the contractual plans (bronze, silver, gold or platinum) the Customer has chosen.
- 4.3 The rates for technical support (bronze, silver, gold or platinum) are listed in Appendix A to the Licence Agreement, and may be changed each year by Sensus process management.
- 4.4 The Customer shall ensure that all requests for support services are submitted through the help desk referred to in article 4 of the Licence Agreement.
- 4.5 Sensus process management is unable to guarantee a time limit for resolving an issue. The reason for this is that the nature and causes of issues can vary greatly. However, Sensus process management will do its very best to resolve issues as quickly as possible.

5. Limits of technical support

- 5.1 Where the total number of hours that Sensus process management staff spend in a calendar month on technical support exceeds the total listed in table 2 in article 4 of this Service Level Agreement, Sensus process management shall continue to provide technical support for the remainder of the month in question. The technical support provided will be subject to extra costs, charged according to the terms of article 4.3 of this Service Level Agreement.

6. Recovery of content by means of back-ups

- 6.1 If the Customer submits a request in writing for the recovery of content on the platform by means of back-ups made by Sensus process management in line with the terms of article 8.1 of the Licence Agreement, Sensus process management shall make every reasonable effort to comply with the request within the time limit stated in table 3.

Table 3: Recovery of content

	bronze	silver	gold	platinum
Response time	5 working days	3 working days	1 working day	1 working day

- 6.2 Appendix A to the Licence Agreement sets out the option chosen by the Customer.
- 6.3 Sensus process management calculates the appropriate hourly rate for the contractual plans, i.e. bronze, silver, gold or platinum, as stated in Appendix A, for the work referred to in this article.
- 6.4 The Customer accepts that the recovery of content implies that any content that had been saved to the platform prior to recovery will be overwritten.

7. Exclusions

- 7.1 This SLA does not apply in those cases in which it is reasonable to assume that Sensus process management could not exercise any influence or control including, but not limited to, situations in which:
- the problem is caused by the use of the service by the Customer in a way that is not recommended including, but not limited to, the use of incorrect settings (firewall etc.) and locked gateways, the use of the service in combination with third-party software or packages that are not supported by Sensus process management and/or the use of an unstable internet connection (i.e. a connection of less than 100 bits/second);
 - the Customer has changed the configuration or settings of the software or services in question without permission;
 - the problem is caused by devices/hardware, software or services that are not supported.
- 7.2 Similarly, this SLA does not apply if the Customer breaches its contract with Sensus process management, regardless of the reason (which could include, but is not limited to, failing to pay the agreed fee).