



GENERAL TERMS AND CONDITIONS  
CareRate B.V.

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## PART 1. GENERAL

### 1.1. Definitions

Terms used in the General Terms and Conditions and/or Agreement, whether singular or plural, and commencing with a capital letter, shall have the meanings defined in this article or in any other part applicable between the Parties.

- 1.1.1. General Terms and Conditions: these General Terms and Conditions.
- 1.1.2. CareRate B.V.: The private limited liability company "CareRate BV.", or any other affiliated company using these General Terms and Conditions.
- 1.1.3. Framework Agreement: an Agreement concluded between the Parties whereby CareRate continuously provides one or more services to the Client at agreed prices and rates, for example, SaaS services.
- 1.1.4. Defect: the substantial failure of CareRate's performance to comply with the specifications expressly agreed upon in writing between the Parties; a defect exists only if the Client can demonstrate it and if it can be reproduced by CareRate.
- 1.1.5. Additional Work: all work not estimated and quoted by CareRate and therefore not part of the Agreement.
- 1.1.6. Quotation: a written offer from CareRate for the provision of services or performance of work, addressed to the Client.
- 1.1.7. Client: counterparty in the Agreement.
- 1.1.8. Agreement: an (additional) agreement between the Parties to which the General Terms and Conditions apply.
- 1.1.9. Parties: Client and CareRate collectively.
- 1.1.10. Working Days: Monday to Friday, excluding national holidays.
- 1.1.11. Working Hours: hours on Working Days between 9:00 a.m. and 5:00 p.m. Dutch time.

### 1.2. Applicability and formation of agreement

- 1.2.1. The General Terms and Conditions apply to all Agreements, legal relationships, and quotations with or from CareRate.
- 1.2.2. The applicability of the general or specific (purchase) terms and conditions of the Client is expressly rejected by CareRate. Therefore, the general or specific (purchase) terms and conditions of the Client are not applicable. If the Agreement is concluded through a purchase order, any reference to the Client's purchase terms and conditions shall have no effect. If it is necessary for invoicing that CareRate uploads its invoice to a portal of the Client and if it is necessary to agree to the Client's purchase terms or other conditions, any reference and/or agreement shall have no effect.
- 1.2.3. All quotations made by CareRate are without obligation unless otherwise indicated. If a term is mentioned in the quotation and/or offer, the term only concerns the validity of the quotation/offer and does not affect its non-binding nature.
- 1.2.4. Unless expressly agreed otherwise, the Agreement between CareRate and the Client is concluded by the full acceptance of the Quotation by the Client. This full acceptance may include, among other things, the signing of the Quotation.
- 1.2.5. In deviation from the foregoing, an Agreement can also be concluded by entering into a framework agreement to which these General Terms and Conditions apply. Subsequent agreements under that framework agreement are concluded as outlined in the preceding clause or by confirming an order confirmation by the Client.

### 1.3. Performance of the Agreement

- 1.3.1. The Client undertakes towards CareRate to accept the deliveries in accordance with the Agreement and to provide the anticipated cooperation.
- 1.3.2. In connection with the continuity of the activities under the Agreement, the Client shall designate one or more contact persons who will act as such for the duration of CareRate's activities. A contact person of the Client must have the authority to represent and make decisions, the necessary experience, specific subject matter knowledge, and insight into the Client's desired objectives. If this person of the Client does not have the qualifications that may reasonably be expected given the nature of the assignment, CareRate reserves the right to suspend the performance of the Agreement without being obliged to any compensation until the Client has replaced this person with a person with the appropriate qualifications.
- 1.3.3. The Client must timely and free of charge provide CareRate with all information and data necessary for the performance of the Agreement, including but not limited to technical data,



applications, files, documentation, test data, work descriptions, and/or any other relevant information. The Client is responsible for, and guarantees the accuracy of, such materials. Furthermore, the Client is responsible for, and assumes the risk of, possible problems and/or claims arising from the content, accuracy, completeness, and consistency of all such materials provided by the Client as mentioned above.

- 1.3.4. If necessary information for the performance of the Agreement is not provided, not provided in a timely manner, or not provided in accordance with the agreements to CareRate, or if the Client and/or its suppliers fail to meet their obligations in any other way, including but not limited to inadequate cooperation and/or effort, CareRate has the right to suspend the performance of its obligations under the Agreement without being liable for any compensation. CareRate is entitled to charge the Client for the additional costs incurred in this regard, including any idle hours.
- 1.3.5. All delivery times specified by CareRate, or to be specified at any time, are always approximate and are never to be considered as deadlines. Therefore, exceedances of delivery times cannot in any way result in an attributable failure by CareRate, nor is the Client entitled to any compensation in any case.
- 1.3.6. Indications of delivery times are based on the working conditions prevailing at the time of the conclusion of the Agreement and timely delivery of materials, documents, and/or work instructions by the Client. If delays occur due to changes in these conditions and/or due to untimely delivery of materials, documents, and/or work instructions by the Client or suppliers used by CareRate or the Client, the delivery period shall be extended as necessary.
- 1.3.7. If and to the extent that an Agreement is concluded for a fixed price, only the work specified in the Agreement will be performed. In the case of Additional Work, CareRate reserves the right to issue an additional Quotation for it, and the relevant work will only be performed after approval by the Client.
- 1.3.8. The Client accepts that work due to Additional Work may affect the agreed or expected completion time of the agreed services and the mutual responsibilities of the Client and CareRate. The fact that (the demand for) Additional Work arises during the performance of the Agreement shall never be a ground for termination or dissolution of the Agreement by the Client.
- 1.3.9. The Client acknowledges that the assignments granted to CareRate may in some cases have implications for compliance with privacy legislation (GDPR) and/or co-determination legislation (WOR). It is the Client's responsibility to ensure compliance and continued compliance with the legislation referred to herein. The Client indemnifies CareRate and its possible subcontractors against claims from employees or third parties regarding the Client's failure or incomplete compliance with the legislation referred to in this article.
- 1.4. Prices and rates, invoicing, and payment**
- 1.4.1. Unless otherwise agreed, all prices and rates are indicated in euros, excluding VAT and excluding other government-imposed levies.
- 1.4.2. For the performance of services or other work outside working hours, a (urgent) surcharge applies, which is recorded in the Agreement or, in the absence thereof, is calculated in accordance with the then-current (urgent) rates.
- 1.4.3. In the first month of a calendar year, CareRate is entitled to increase its prices and rates for its services. For framework agreements, CareRate will increase its prices and rates in accordance with the Services Price Index (DPI, 2015 = 100, all CPA sections) of the CBS of the previous calendar year.
- 1.4.4. Suppliers of CareRate may increase prices and rates during the term of an Agreement. In that case, CareRate is entitled, in addition to the agreed indexing of article 1.4.3, to pass on any increase to the Client without requiring the Client's consent.
- 1.4.5. All invoices must be paid by the Client within 30 (thirty) days after the invoice date, unless otherwise agreed. In the event of non-payment within the payment term, the Client - after being reminded by CareRate and given a reasonable period to pay - is in default, resulting in all outstanding invoices becoming immediately due and payable. Furthermore, the Client is liable, without any notice of default being required, for the statutory commercial interest per month on the invoice amount to CareRate. All of this is without prejudice to CareRate's right to claim any additional damages from the Client, including but not limited to extrajudicial costs.
- 1.4.6. Any complaints regarding alleged incorrect invoices must be received in writing within fourteen (14) days of the invoice date or performance by CareRate, failing which the right to complain about the respective invoice expires.
- 1.4.7. If and insofar as the Agreement has the character of a Continuous Agreement, CareRate invoices annually in advance, unless expressly agreed otherwise.
- 1.4.8. The Client agrees that CareRate issues its invoices digitally by email.



- 1.4.9. If and insofar as CareRate has issued a credit note to the Client, CareRate has the right, if there is a Continuous Agreement, to offset the credit note against a subsequent invoice.
- 1.4.10. Payments by the Client shall always be allocated to the oldest debt, even if the amount of a payment is equal to or related to the amount of a later debt as a result of an installment arrangement or otherwise. Payment shall furthermore first be credited against costs, then against accrued interest, and finally against the principal.
- 1.4.11. If the creditworthiness of the Client gives cause for concern in the opinion of CareRate, CareRate may require the Client to provide security for payment of future installments, failing which CareRate may suspend further performance of the CareRate-assigned work and deliveries.
- 1.5. Intellectual Property Rights**
- 1.5.1. All intellectual property rights in the software, functionalities, databases, or other materials developed under the Agreement or provided to the Client, such as analyses, designs, documentation, reports, quotations, as well as preparatory material thereof, shall exclusively vest in CareRate, its licensors, or suppliers. The Client shall only obtain an immediately revocable, non-exclusive, non-transferable license, which is non-sublicensable to third parties and shall not exceed the purpose for which the subject matter of the license has been made available to the Client by CareRate.
- 1.5.2. The Client warrants that no third-party rights oppose the provision to CareRate of materials, databases, or other materials, including design material, for the purpose of use, editing, installation, or incorporation. The Client indemnifies CareRate against any claims from a third party based on the assertion that such provision, use, editing, installation, or incorporation infringes any right of that third party.
- 1.5.3. CareRate is permitted to use the logos, trade names, and/or trademarks of the Client to indicate that CareRate is performing work for the Client and/or providing services.
- 1.6. Confidentiality**
- 1.6.1. Information and/or documentation shall be considered confidential if either Party has designated it as such or if the other Party otherwise knows or can reasonably suspect that the information and/or documentation is confidential.
- 1.6.2. Parties, and the employees of Parties, shall only use confidential information obtained or provided by the other party in accordance with the provisions of the Agreement and shall not directly or indirectly disclose it to third parties or permit such disclosure without the prior written consent of the other Party. Parties, including the employees of Parties, shall also take all necessary precautions to protect it from unauthorized use and disclosure.
- 1.6.3. The provisions of this article shall not apply if a party is required by court order or government decree to disclose confidential information.
- 1.6.4. The Client is obliged to take measures to prevent unauthorized persons from accessing the services and data. CareRate shall not be liable, except in cases of intent and gross negligence by the management of CareRate, for any damage suffered by the Client due to third parties making unauthorized or unlawful use of delivered goods, Software, and/or service(s).
- 1.6.5. The Client shall continue to keep confidential all confidential information, or information which it can or would reasonably consider to be confidential, even after termination of the Agreement. Furthermore, the Client shall ensure that the aforementioned confidential information is promptly destroyed after termination. Upon first request by CareRate, the Client shall demonstrate that this has actually occurred.
- 1.6.6. The provisions of this article shall apply mutatis mutandis to the period prior to the conclusion of the Agreement.
- 1.6.7. Each of the Parties shall, during the term of the Agreement as well as one year after its termination, only employ or otherwise engage employees of the other Party who are or have been involved in the execution of the Agreement, with the prior written consent of the other Party. Conditions may be attached to such consent.
- 1.7. Processing of Personal Data and Security**
- 1.7.1. If CareRate processes personal data of the Client or clients of the Client in providing the agreed services, the Parties shall enter into a data processing agreement.
- 1.7.2. CareRate shall provide its data processing agreement if personal data is processed. If the Client wishes to use its own data processing agreement or negotiate the data processing agreement provided by CareRate, the time involved in reaching a data processing agreement may be charged to the Client.



- 1.7.3. For the cooperation obligations under the GDPR and/or data processing agreement, CareRate is entitled to charge the time involved in cooperation to the Client, unless the cooperation is related to a attributable failure to perform the data processing agreement on the part of CareRate or is related to demonstrable non-compliance with legislation regarding the processing of personal data.
- 1.7.4. If CareRate is obligated under the Agreement to provide a form of information security, that security shall meet the specifications regarding security as agreed upon between the Parties in writing. CareRate shall strive for optimal security, but cannot guarantee that information security will be effective under all circumstances. If a specifically described security is absent from the Agreement, the security shall be based on the recommendations of ISO 27001 and, where applicable, NEN 7510, with the relevant security measures determined by CareRate.
- 1.7.5. If computer, data, or telecommunications facilities are used in the execution of the Agreement or otherwise, CareRate is entitled to allocate access or identification codes to the Client. CareRate is entitled to change assigned access or identification codes.
- 1.7.6. It is the responsibility of the Contractor to ensure compliance with the information obligation as referred to in Article 13 and Article 14 of the General Data Protection Regulation. The Functionality provides the Client with the opportunity to place their own privacy statements.
- 1.8. Transfer of Rights and Obligations, Subcontracting**
- 1.8.1. The Client is not entitled to transfer rights and obligations to a third party without obtaining prior written consent from CareRate. The consent as referred to herein cannot be unreasonably withheld by CareRate.
- 1.8.2. CareRate is entitled to use third parties in the performance of its obligations under the Agreement, regardless of whether this is done on the basis of subcontracting or hiring of personnel. CareRate shall contractually impose the confidentiality obligation as provided in the preceding article on these third parties.
- 1.8.3. CareRate is entitled to transfer all rights and obligations acquired under the agreement to third parties without any additional restriction. CareRate shall inform the Client about this as soon as possible.
- 1.9. Liability and Force Majeure**
- 1.9.1. The total liability of CareRate for an attributable failure in the performance of the Agreement or for any other reason, such as, for example, an unlawful act, expressly also includes any failure to perform a warranty obligation agreed upon with the Client, is limited to compensation for direct damage up to a maximum of 100% (one hundred percent) of the amount of the price agreed upon for that Agreement and actually paid by the Client excluding VAT. If the Agreement is mainly a Continuing Agreement, the total liability for direct damage as referred to above is limited to the amount invoiced by CareRate to the Client in the three (3) months prior to the damaging event, excluding VAT, and actually paid by the Client. It is understood that a series of successive damaging events constitutes one (1) event.
- 1.9.2. The liability of CareRate for indirect damage, consequential damage, loss of profit, loss of savings, diminished goodwill, delay damage, damage due to loss of data, damage due to business interruption, damage as a result of claims by the Client's customers, damage related to the use of goods, working methods, materials, or software of third parties prescribed by the Client to CareRate, and damage related to the involvement of suppliers prescribed by the Client to CareRate, is excluded. Also excluded is the liability of CareRate for mutilation, destruction, or loss of data or documents.
- 1.9.3. The exclusions and limitations referred to above shall not apply if and to the extent that the damage is the result of intent or willful recklessness on the part of the management of CareRate.
- 1.9.4. Unless performance by CareRate is permanently impossible, CareRate's liability for an attributable failure in the performance of an Agreement shall only arise if the Client immediately notifies CareRate in writing of the default, setting a reasonable period for remedying the default, and CareRate remains in default of its obligations after that period. The notice of default must contain as complete and detailed a description of the default as possible, so that CareRate is given the opportunity to respond adequately.
- 1.10. Term and Termination**
- 1.10.1. The Agreement shall enter into force at the moment the Parties enter into an Agreement pursuant to Article 1.2.4, unless otherwise agreed in the Agreement. If the Agreement is not a Continuing Agreement, the Agreement shall end when the obligations of both Parties in the





- context of the execution of the Agreement have been fulfilled. If the Agreement is a Continuing Agreement, Articles 1.10.2 and 1.10.3 shall apply.
- 1.10.2. An Agreement shall be entered into for the duration as stated therein, failing which a duration of three (3) years shall apply. After the (extended) term of the Agreement has expired, the Agreement shall (each time) be tacitly renewed for a period equal to the initial term, unless it ends because the Client terminates it in writing with a notice period of thirty (30) days at the end of the (extended) term.
- 1.10.3. If the Agreement has been entered into for an indefinite period, the Client is entitled to terminate it by means of a registered letter addressed to CareRate and with a notice period of thirty (30) days at the end of a calendar year. Termination can only take place after the Agreement has lasted at least three (3) years.
- 1.10.4. Notwithstanding the provisions of the Agreement, CareRate is entitled to terminate the Agreement in whole or in part by written declaration and without prior notice or notice of default:
- 1.10.4.1. if the Client culpably fails to fulfill one or more of its obligations and/or performance is impossible;
- 1.10.4.2. if it is plausible to CareRate that the Client is not able or willing to fulfill its obligations;
- 1.10.4.3. if the Client has applied for a suspension of payments, is in a situation of suspension of payments, has filed for bankruptcy, is in a state of bankruptcy, proceeds to liquidate its business or ceases its activities in any way, or is demonstrably insolvent;
- 1.10.4.4. if CareRate suffers reputational damage as a result of cooperation with the Client or if further cooperation with the Client will foreseeably lead to reputational damage to CareRate.
- 1.10.5. In the event of termination as referred to above, CareRate shall never be liable for any form of compensation. The Client shall indemnify CareRate and hold it harmless against claims from third parties arising from or in connection with the termination as referred to in the preceding clause.
- 1.10.6. In the event of termination as referred to in clause 1.10.4, the Client shall reimburse all costs already incurred by CareRate immediately, without prejudice to CareRate's right to claim full compensation.
- 1.10.7. If at the time of termination of an Agreement, Parties have already performed and received performances in the execution thereof, these performances and related payment obligations shall not be subject to reversal. This irrespective of the reason for termination, including termination by the Client due to an attributable failure in the performance of an Agreement by CareRate. Invoices issued by CareRate to the Client shall be immediately due and payable at the time of termination.
- 1.10.8. Obligations which by their nature are intended to continue to exist after termination of the assignment shall remain in force. Termination of the Agreement shall not release the Parties from the provisions regarding: confidentiality, intellectual property rights, applicable law, and disputes. This also applies in the event of termination due to dissolution based on an attributable failure by CareRate in the performance of an Agreement.
- 1.11. Applicable Law, Competent Court, and Other Provisions**
- 1.11.1. If CareRate Dutch law shall exclusively apply to all Offers, Agreements, and resulting agreements to which these terms and conditions apply, and all resulting legal relationships.
- 1.11.2. A dispute arising from or relating to the Agreement shall exclusively be submitted to the competent court of ROTTERDAM. This does not apply if the dispute falls within the jurisdiction of the subdistrict court, in which case the statutory rules regarding absolute and relative competence prevail, so that a subdistrict court is competent to hear the dispute.
- 1.11.3. In addition, in urgent cases, the Parties may apply to the preliminary relief judge of the competent district court to rule in summary proceedings, or they may apply to the competent district court for interim measures.
- 1.11.4. If and insofar as a provision of these General Terms and Conditions is annulled or declared void, other provisions shall remain in full force between the Parties. In this case, the Parties shall agree on a new provision which shall, to the extent possible, reflect the purport of the annulled/void provision.
- 1.11.5. Where these General Terms and Conditions speak of "in writing", electronic messages such as email and fax shall also be considered as written. Unless it refers to a registered letter, in which case an actual registered letter by mail is meant.
- 1.11.6. In case of conflict between the provisions in these General Terms and Conditions and the Offer, these General Terms and Conditions shall prevail over the Offer.



## PART 2. DELIVERY OF EQUIPMENT AND SAAS SERVICE(S)

### 2.1. Additional Definitions

In addition to the other parts, the following terms, when used in the General Terms and/or Agreement, whether in singular or plural form and capitalized, shall have the meanings as defined in this article.

- 2.1.1. Subscription: the subscription for the use of the Functionality.
- 2.1.2. Visitor: the client, patient, or visitor of an institution or department of the Client, who uses the opportunity to leave a review or to conduct a survey, facilitated by the SaaS service.
- 2.1.3. Functionality: the set of possibilities and functions of the SaaS service.
- 2.1.4. User: a person attributable to the Client (for example, an employee or temporary worker) who uses the Functionality.
- 2.1.5. Client-Specific Functionality: Functionality developed specifically for the Client by CareRate.
- 2.1.6. Level: the agreed level for the SaaS service, such as basic, advanced, premium.
- 2.1.7. Assurance Program: an additional service whereby CareRate guides the Client during the use of the SaaS service to achieve organizational or departmental changes based on results stemming from the use of the SaaS service.
- 2.1.8. Roadmap: a plan by CareRate outlining future Functionality that will be added to the SaaS service as Standard Functionality.
- 2.1.9. SaaS Service: a service whereby CareRate provides functionality of software to the Client and its attributable Users and Visitors via the internet, without the Client obtaining a carrier of the software underlying the functionality, where SaaS in this case means "Software as a Service."
- 2.1.10. Standard Functionality: the Functionality provided as standard (within a Level) by CareRate.
- 2.1.11. Service Fee: the monthly fee paid by the Client for the Subscription, excluding VAT, or in case the fee is not billed monthly, the amount (excluding VAT), divided by the number of months for which the amount is paid.
- 2.1.12. Support: the provision of information and advice on the use of Functionality by CareRate, via email and/or through a website or helpdesk (depending on the Level agreed upon in the Agreement), as well as assistance in identifying causes, including Defects, that hinder the unhindered use of Functionality and/or the SaaS service, and resolving these issues.

### 2.2. Delivery of Equipment

- 2.2.1. If part of the Agreement is the purchase of equipment (such as kiosks or tablets) by the Client, then the (warranty) conditions of the supplier from whom CareRate has obtained the equipment shall apply to the Client.
- 2.2.2. Regarding maintenance and support for the equipment referred to in the preceding clause, the terms of the maintenance and/or support contract concluded by CareRate with the supplier shall apply. The Client acknowledges that suppliers may not wish to conclude maintenance and/or support contracts after a certain period has elapsed since the purchase of the equipment referred to in the preceding clause.
- 2.2.3. Without a maintenance and/or support contract concluded regarding the equipment, the Client is not entitled to maintenance and/or support for the purchased equipment.
- 2.2.4. If there is a purchase of equipment, and this is explicitly agreed upon in the Agreement, CareRate remains the owner of the equipment until the agreed purchase price, including related costs and interest, has been paid by the Client to CareRate (retention of title).
- 2.2.5. If there is a lease or rental of equipment, this is indicated in the Agreement. The duration of the lease or rental is also indicated in the Agreement. After the lease or rental period, ownership of the equipment remains with CareRate, unless explicitly agreed otherwise in the Agreement. CareRate may have financed the equipment for lease or rental, in which case this is indicated in the Agreement. In the event of premature termination of the Agreement, regardless of the reason, if CareRate has financed the equipment, the Client must pay the remaining installments, for which CareRate will issue an invoice.
- 2.2.6. CareRate is entitled to terminate the lease or rental of equipment prematurely if it is no longer able to conclude a maintenance and/or support contract with the suppliers of that equipment.

### 2.3. Activities Prior to Delivery of SaaS Service

- 2.3.1. Before the SaaS service can be delivered, the Client must provide CareRate with specifications. Based on the specifications, CareRate determines which specifications can be covered with Standard Functionality and which specifications require Client-Specific Functionality.





- 2.3.2. After determining as in the preceding clause, CareRate begins with all necessary activities to actually deliver the SaaS service. This includes adjusting and configuring the underlying Standard Functionality or developing Client-Specific Functionality.
- 2.3.3. If part of the Agreement is CareRate drafting the specifications referred to in this article on behalf of the Client, the specifications remain the Client's risk. CareRate will not commence the agreed-upon activities until the Client has approved those specifications.
- 2.3.4. The Assurance Program is not a standard part of the SaaS service, unless expressly agreed otherwise in the Agreement, for example, by being part of the agreed Level.
- 2.3.5. Creating templates and/or questionnaires is not a standard part of the SaaS service, unless expressly agreed otherwise in the Agreement.
- 2.4. Delivery of SaaS Service**
- 2.4.1. Hosting is included in the SaaS service. Therefore, the Client does not need to select a hosting provider.
- 2.4.2. The Client is not permitted to use a SaaS service in such a way that it may cause damage to the SaaS service and/or to third parties, or disrupt the availability of the SaaS service.
- 2.4.3. CareRate offers its SaaS service on a "fair use" basis, meaning that it generally does not impose restrictions on the Client regarding system and network load. However, CareRate reserves the right to take measures in case of excessive use, i.e., usage significantly higher than that of the average CareRate Client. In case of a structurally excessive system and/or network load, the Parties will discuss possible solutions and/or changes and the associated costs. The preceding "fair use" does not apply to exceeding agreed Levels and/or modules, connections, quantities, such as Users, teams, Visitors, (numbers of questions in) questionnaires, number of measurements. For such exceedances, the agreed prices and rates apply. If prices and rates or tiers are based on Client's teams, the number of teams compared to the team sizes must not be unreasonable; therefore, the Client is not allowed to have only a few teams of Users use the Functionality while those teams are occupied by large numbers of Users, where splitting into multiple teams would be more appropriate. CareRate assumes an average team size of fifteen (15) Users.
- 2.4.4. The Client shall ensure careful handling by Users of login credentials provided by CareRate or by themselves. Therefore, the Client shall implement an adequate password policy. If the Client suspects that third parties have access to account credentials that grant access to the SaaS service, the Client shall immediately notify CareRate.
- 2.4.5. The Client shall use specified software and equipment provided by CareRate when using the SaaS service.
- 2.4.6. The Client indemnifies CareRate against damages arising from or claims by third parties based on actions of the Client that violate articles 2.4.2 and 2.4.4.
- 2.4.7. As the SaaS service is an internet-based solution, the Client is responsible for timely provision of facilities such as selecting, acquiring, installing, and configuring suitable telecommunication facilities, software (such as prescribed browsers), equipment, and infrastructure to actually use the SaaS service. Therefore, CareRate is not responsible for unavailability of the SaaS service due to defects in the Client's internal network or other facilities as referred to above. CareRate is not responsible for costs associated with the facilities mentioned above, such as acquisition, use, and (mobile) (data) consumption.
- 2.4.8. The SaaS service is provided in accordance with the SLA (PART 4).
- 2.4.9. Although the SaaS service generally complies with relevant laws and regulations, CareRate cannot guarantee that the SaaS service will always comply with relevant laws and regulations. It may happen that not everything can be realized in a timely manner in case of a confluence of new relevant laws and regulations. Although changes in relevant laws and regulations always end up on the Roadmap as new Standard Functionality, and therefore are implemented free of charge, in case of a significant confluence of new laws and regulations, CareRate may request a financial contribution from the Client for adjustments or development of functionality in this regard. The Parties periodically inform each other about changes in relevant laws and regulations.
- 2.4.10. If CareRate organizes an event regarding product developments and/or sessions to gather input for the Roadmap, the Client is invited to attend the event or session. There may be costs associated with attendance, depending on the agreed Level. CareRate does not guarantee that the Client's input will be included in the Roadmap.
- 2.4.11. The Client is not allowed to downgrade and/or (partially) terminate later agreed Levels and/or modules, connections, quantities, such as Users, teams, Visitors, (numbers of questions in)



questionnaires, number of measurements. This also applies if the Client has expanded the Agreement in this regard during the term.

## 2.5. Standard Functionality, Client-Specific Functionality, and the Roadmap

- 2.5.1. Defects in Standard Functionality are always rectified without additional costs.
- 2.5.2. CareRate independently determines the release policy and ensures that, whenever possible, the most recent Standard Functionality within the agreed Level is available to the Client.
- 2.5.3. Invoicing of functionality added to the Agreement in between, for example, because of an interim upgrade to a higher Level, is pro rata invoiced until the next invoice date.
- 2.5.4. If the Client desires functionality that is not present as Standard Functionality and therefore cannot be provided by CareRate as Standard Functionality, and that desired functionality is on the Roadmap, or CareRate is willing to put it on the Roadmap, CareRate will provide this desired functionality as Standard Functionality once available. The foregoing does not apply if the desired functionality is available in a higher Level, in which case the Client must upgrade to a higher Level.
- 2.5.5. The Client cannot derive any rights from the Roadmap unless otherwise explicitly agreed upon. CareRate can unilaterally change the Roadmap.
- 2.5.6. If the Client wishes to obtain the desired functionality, which is on the Roadmap or placed there by CareRate, more quickly, or wishes to obtain a guarantee regarding the delivery date, CareRate may, at the request of the Client, expedite the functionality in the planning, but CareRate is not obligated to do so. The development costs for the desired functionality shall be borne by the Client in that case. The functionality is considered Standard Functionality after delivery, and therefore, it can also be used by other clients of CareRate.
- 2.5.7. If the desired functionality requested by the Client is not on the Roadmap, and CareRate is also unwilling to put it on the Roadmap, CareRate will provide the Client with a Quote. The functionality to be realized then qualifies as Client-Specific Functionality. For Client-Specific Functionality, CareRate may also charge additional Service Fees and/or maintenance costs.
- 2.5.8. Articles 2.5.4, 2.5.6, and 2.5.7 do not apply if the desired functionality requested by the Client is available in a higher Level, in which case the Client must upgrade to a higher Level.
- 2.5.9. Prior to implementing updates and/or other changes to the Functionality, CareRate will consult with the Client if it is expected that they will result in a loss of performance of the SaaS service and/or loss of Functionality and/or reduced availability. The foregoing does not apply in case the updates need to be applied for acute security reasons. CareRate cannot guarantee that Client-Specific Functionality will continue to work with updates, new versions, or changes. If CareRate foresees that an update, new version, or change will hinder the operation of Client-Specific Functionality, CareRate will provide the Client with a Quote in a timely manner, proposing to make the Client-Specific Functionality compatible with the planned update, new version, or change.

## 2.6. Support

- 2.6.1. Support is a standard part of the SaaS service. Support is provided in accordance with the SLA (PART 4) and the agreed Level.
- 2.6.2. Handling of a Defect will only take place if and to the extent that this Defect is demonstrable or reproducible.
- 2.6.3. If the time required to resolve a Defect, or is expected to take, is of such duration that it is presumed that the availability of the Functionality will be affected, CareRate will attempt to provide a temporary, adequate solution.
- 2.6.4. Defects and/or unavailability of the SaaS service caused by the following matters shall never fall within the scope of the Agreement:
  - 2.6.4.1. Improper use by User;
  - 2.6.4.2. Working with equipment and/or (browser) software that do not meet the specifications previously approved by CareRate;
  - 2.6.4.3. Only upon written confirmation from the Client, will CareRate rectify Defects as referred to in the preceding article, if possible, at its then prevailing prices and rates.
- 2.6.5. CareRate may, in the event that Users lack adequate knowledge of the Functionality and/or the SaaS service, in the interest of the Client to ensure optimal functioning of the SaaS service, require that the Client obtains training and/or courses from CareRate in order to bring the Users' knowledge to a level where they no longer place an undue burden on Support, or otherwise acquire necessary knowledge. CareRate will base the reasonableness of this requirement on its (Support) history.



- 2.6.6. The SLA (PART 4) does not apply to any equipment as referred to in article 2.2. For support regarding the aforementioned equipment, article 2.2.2 applies.
- 2.6.7. For Support, a fixed amount is charged each time Support is requested by the Client (= "ticket price"). This amount is specified in the Agreement, failing which an amount of €35 (thirty-five euros) shall apply. Each Level has a budget for Support. This budget is determined by a percentage of the Service Fee Support (= "monthly support budget"). A different percentage applies for each Level. If the Agreement does not specify a Level, the budget mentioned above is 7.5% (seven and a half percent) of the Service Fee. If the monthly support budget is exceeded, the Parties will enter into discussions to determine how Support can be further provided, which may include agreeing at that time that the ticket price will be invoiced per occurrence (via a consolidated invoice) by CareRate to the Client. To determine the aforementioned exceedance, the monthly support budget must be divided by the ticket price..

## 2.7. Intellectual Property Rights

- 2.7.1. CareRate guarantees that it has all necessary rights to provide the SaaS service, including all rights related to the underlying software.
- 2.7.2. The Client only pays for the use of the Functionality. The Client does not obtain a license but a right to use the Functionality of the software underlying the SaaS service. The Client pays the costs for the Subscription, per unit, functionality (modules), or quantity, as set out in the Agreement. Therefore, the Client has no right to computer software in source code form or otherwise on a carrier. The Agreement also specifies the prices and rates for functionality (modules), quantities, and/or connections.
- 2.7.3. The data that the Client builds up with the SaaS service remains the property of the Client at all times.
- 2.7.4. CareRate is allowed to use aggregated and anonymized data to gain insights into Visitor facility ratings/evaluations, which insights may be shared with the community (clients). The insights will never be commercially exploited by CareRate.
- 2.7.5. The Client acknowledges that the Functionality, screens, interfaces, designs, graphic elements, and icons enabling Users and Visitors to use the Functionality are subject to intellectual property rights as referred to in article 1.5.1. The confidentiality obligation of article 1.6 also extends to not providing screen prints, etc., of the SaaS service to third parties. The Client is also not allowed to make the Functionality or SaaS service public, for example by describing the Functionality or the SaaS service in a tender, request, or market consultation or otherwise using the user experiences regarding the SaaS service.

## 2.8. Vouchers and loyalty points

- 2.8.1. If and to the extent that the Functionality allows the Contractor to use vouchers or loyalty points, depending on the agreed Level, the following provisions of this article shall apply.
- 2.8.2. The Client will indicate via the control panel of the SaaS service which reward vouchers will be issued. The Visitor will receive this reward voucher by email, after sending the feedback and registering with the SaaS service. CareRate sends a voucher with the mention of the incentive to the Visitor. CareRate will administrate via the SaaS service which surveys and other aspects of the SaaS service the Visitor has used and which reward is earned thereby.
- 2.8.3. To prevent abuse of reward vouchers, Visitors receive a maximum of one (1) reward voucher per client per given review. They will only receive another reward voucher if the Visitor has redeemed the last received voucher with that specific client and/or institution. CareRate will make maximum efforts to prevent click fraud and other forms of abuse of this aspect of the SaaS service.
- 2.8.4. Based on registered dispatch of a review or feedback, a Visitor can generate reward vouchers via the SaaS service. If a Visitor gives a total score of six or lower in a review, the Client can offer the Visitor a compensation voucher or contact them further to address the complaint via the control panel of the SaaS service. However, the Client is not obliged to actually offer this compensation voucher.
- 2.8.5. Vouchers are exchangeable with the Client for products selected by the Client such as drinks or side dishes or other products, which selection CareRate will present to Visitors. CareRate will mention the selected products on the voucher. Vouchers will also be provided with at least one authenticity feature (QR code and unique voucher code), which CareRate will inform the Client about.
- 2.8.6. The Client can offer a cumulative reward program for feedback once (1) or several times (preferably each from one (1) to ten (10)) via a reward voucher if desired. The choice of products for vouchers lies with the Client. In order to make this aspect of the SaaS service a success, the



Client will provide a realistic selection of rewards. CareRate may provide instructions for this, which the Client will follow if reasonably feasible. The reward vouchers must be checked and redeemed by the company within 48 (forty-eight) hours after receipt with a received 'voucher claim login account. Without prejudice to CareRate's other rights in this regard, CareRate is entitled to charge the Client the costs (starting from € 75,- excl. VAT per voucher to be redeemed) that CareRate must incur as a result of the Client's failure to comply with the obligations stated in this clause.

- 2.8.7. The Client must accept a voucher issued by CareRate.nl unless it is clearly forged or there are indications of apparent abuse. The Client must inform CareRate about each rejected voucher, and upon request of CareRate provide a copy thereof to CareRate.
- 2.8.8. Reward vouchers must be valid for at least one (1) year after issuance. Compensation vouchers must be valid for at least fourteen (14) days after issuance. The Client may decide per compensation voucher. Termination of the Agreement between the Client and CareRate does not affect the validity of vouchers.
- 2.8.9. In addition to rewards, the Client may request CareRate to provide a lottery from time to time for promotional purposes, where the Client determines the prizes themselves. CareRate will choose the promised number of winners objectively. The Client must award these winner(s) the promised prizes. The Client must ensure that the chosen prizes and the frequency of the lotteries comply with the Gambling Act and/or the Code of Conduct for promotional games of chance of the Gambling Authority. It is the responsibility of the Client to ensure that it complies and continues to comply with the laws and regulations referred to above. The Client indemnifies CareRate and its any subcontractors against claims from third parties, including authorities, regarding the Client's failure or incomplete compliance with the legislation as referred to in this article. It is the responsibility of the Contractor to ensure compliance with the information obligations regarding (promotional) games of chance. The Functionality offers the Client the possibility to place gambling conditions themselves.
- 2.8.10. Changing an ongoing reward program is not possible. However, it is possible to change the next reward program after completing the entire reward program. Changes must be communicated in writing to CareRate.
- 2.9. Termination of Agreement**
- 2.9.1. All rights acquired by the Client under the Agreement regarding the use of Functionality shall expire upon termination of the Agreement.
- 2.9.2. If the SaaS service continues to be provided by CareRate to the Client after termination of the Agreement, regardless of the reason for termination, the SaaS service will be provided at the then-current prices and rates.

## **PART 3. ADVICE, TRAININGS, AND WORKSHOPS**

### **3.1. Additional Definitions**

In addition to the other parts, the following terms, when used in the General Terms and Conditions and/or Agreement, whether in singular or plural form, and starting with a capital letter, shall have the meanings defined in this article.

- 3.1.1. Training: an assignment from the Client in which a group of CareRate employees is trained about the SaaS service.
- 3.1.2. Workshop: an assignment from the Client to come to insights interactively regarding the results of the SaaS service, in order to (possibly) achieve (organizational) changes or improvements.

### **3.2. Advice**

- 3.2.1. The Client must provide timely and free of charge all information and data necessary for the execution of the Agreement, the Client is responsible for, and guarantees the accuracy of the information and data provided for this purpose. The Client is also responsible for, and accepts the risk of, possible problems and/or claims arising from the content, accuracy, completeness, and consistency of all such data and information provided by the Client. Moreover, the Client is obliged to inform CareRate immediately about facts and circumstances that may be important for the execution of the Agreement.
- 3.2.2. CareRate carries out its activities to the best of its knowledge and ability and endeavors to achieve the best result for the Client.





3.2.3. Unless otherwise agreed in writing, the use that the Client makes of advice issued by CareRate is always at the expense and risk of the Client.

### 3.3. Trainings and Workshops

3.3.1. All materials provided by CareRate may not be shared and/or given to third parties without prior written consent from CareRate.

3.3.2. Article 1.5 (intellectual property rights) applies mutatis mutandis to Trainings and Workshops.

3.3.3. In principle, the Trainings or sessions within the framework of Workshops, especially the agreed dates, cannot be changed and/or terminated interim. However, CareRate can, but is not obligated to, agree on a different date and/or format together with the Client. Article 7:408 paragraph 1 of the Civil Code does not apply to Trainings and Workshops.

## PART 4. SERVICE LEVEL AGREEMENT FOR SAAS SERVICE

### 4.1. Additional Definitions

In addition to the other parts, the following terms, when used in the General Terms and Conditions and/or Agreement, whether in singular or plural form, and starting with a capital letter, shall have the meanings defined in this article.

4.1.1. Fix: any modification or workaround that corrects a problem or Defect in the SaaS service.

4.1.2. Planned Maintenance: maintenance announced to the Client, with the announcement made at least twenty-four (24) hours before the planned maintenance.

4.1.3. Emergency Maintenance: maintenance that needs to be performed immediately to prevent (partial) unavailability of the SaaS service or to prevent or eliminate security risks and/or vulnerabilities.

4.1.4. Maintenance Window: all available time outside Working Hours.

4.1.5. Response Time: the time between making a request to Support and CareRate's response.

4.1.6. Service Window: the available time in a calendar month outside the Maintenance Window, minus the time for Planned Maintenance.

4.1.7. SLA: this service level agreement.

### 4.2. Which services does CareRate provide under this SLA?

4.2.1. The following services are provided under this SLA:

4.2.2. The availability of the SaaS service. Availability means making and keeping the SaaS service available to Visitors and Users by CareRate.

4.2.3. Support. This service involves answering questions from Users of the Client regarding the use of the SaaS service by the Client. The number of times Support can be requested is determined by what is determined in article 2.6.7.

4.2.4. Maintenance. Maintenance involves: (i) making new versions of the SaaS service available, which new versions give Users access to new, improved, or additional functionality (depending on the agreed Level in the Agreement); and (ii) providing Fixes.

### 4.3. Which service levels apply?

4.3.1. Service level availability. The SaaS service has an availability of 99% during the Service Window per calendar month. In case the SaaS service is wholly or partially unavailable to the Client, Visitors, and all its Users, where the unavailability can be attributed to CareRate, the SaaS service is deemed unavailable.

4.3.2. Service level Support. The Response Time depends on the agreed Level. If no Level and/or Response Time is agreed upon, a response time of 48 hours applies. The Response Time is considered a target term.

4.3.3. Service level maintenance. Maintenance is provided on a best effort basis. Therefore, CareRate cannot guarantee that maintenance will be performed, or that Defects will be repaired immediately. However, CareRate will do its utmost to address and repair Defects as quickly as possible. In case maintenance is performed, it will be carried out in the Maintenance Window, or within the announced period for Planned Maintenance. Emergency Maintenance will be performed immediately.

### 4.4. Penalties

4.4.1. The following penalties apply in case the service level regarding availability as set out and defined in article 4.2.2 is not met.





Availability	Penalty
Less than 99%	10% of Service Fee
Less than 98%	25% of Service Fee

4.4.2. The Client is only entitled to the penalties if the Client informs CareRate within four (4) Working Days of a new calendar month of the failure to meet the service level sanctioned with a penalty, and the Client can prove that the relevant service level has not been met.

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