


# Yadera Terms of Service

These are the Terms of Service of:

	Full company name	Unizen BV
<h2>Company details</h2>	Company form	Private limited company
	Incorporated under	Belgian law
	Registered office	Dok-Noord 3A (box 101) 9000 Ghent/BELGIUM
	VAT	BE 0546.912.031
	Registered with the Register for legal entities of Ghent, division Ghent	

Hereinafter referred to as “Us”, “Our”, “We” and “UNIZEN”.

## 1. IMPORTANT TERMS

In these Terms of Service, the following concepts shall have the meaning described in this article (when written with a capital letter).

<b>Agreement</b>	The agreement regarding the Services which is concluded between the Parties when the Customer accepts UNIZEN's Quotation, either in writing or electronically, and which is governed by these Terms of Service.
<b>Affiliate</b>	A Party's affiliate, as defined by article 1:20 of the Belgian Company Code. For UNIZEN, Teamleader NV (BE 0899.623.035), as parent company, is in any case considered to be an Affiliate.
<b>Application</b>	The Yadera Software as a Service (SaaS) application as developed, maintained and owned by UNIZEN and its Affiliates. A non-exhaustive overview of the functionalities of the Application can be found on the Website.
<b>Services</b>	The license to the Application and all associated access rights and rights of use provided by UNIZEN to the Customer and its related Users in the context of the Agreement.
<b>Customer</b>	Any natural or legal person who has entered into an Agreement with UNIZEN. As the Application is solely meant to be used for internal business purposes, any Customer is considered to be an 'undertaking' within the meaning of the Belgian Code of Economic Law and, consequently, cannot be a 'consumer' in its commercial relationship with UNIZEN.
<b>User</b>	Any natural or legal person for whom the Customer has ordered a User Account and who is also individually bound by the terms of use included in these Terms of Service.
<b>Communication</b>	Any non-commercial communication concerning the Services by UNIZEN to the Customer (and, where appropriate, to its related Users) via its Website, email, in-app messages and/or via any other appropriate means of communication.
<b>Customer Data</b>	Any and all content, information and data – including personal data – pertaining to third parties other than the Customer and its related Users (including, but not limited to: prospects, business partners, clients and customers of the Customer) entered and uploaded into the Application by the Customer and/or its related Users when using the Services.
<b>Personal Customer Data</b>	Any Customer Data regarded as 'personal data' within the meaning of the Privacy Legislation.
<b>Privacy Legislation</b>	Jointly refers to (i) the General Data Protection Regulation of 27 April 2016 ('the Regulation of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data or 'GDPR') and (ii) all Belgian laws regarding the implementation of the GDPR.

<b>Privacy Statement</b>	UNIZEN's privacy statement, available via <a href="https://www.yadera.com/privacypolicy">https://www.yadera.com/privacypolicy</a> .
<b>Indemnitee</b>	Every UNIZEN officer, director, partner, employee of UNIZEN and its Affiliates.
<b>Party</b>	Any party to the Agreement, either UNIZEN or the Customer; UNIZEN and Customer are collectively referred to as the Parties.
<b>Term</b>	The initial or renewed term – i.e. 1 year or 3 years – during which the Customer can make use of the Services.
<b>Renewal Date</b>	The date, after expiry of the previous Term, on which the Agreement is automatically renewed for an additional Term.
<b>Additional Services</b>	All extra services offered by UNIZEN, as listed in Annex 1, which the Customer can request on top of the standard Services.
<b>User Account</b>	An individual user account on the Application which can be accessed by a User through his/her personal login.
<b>Committed User Account</b>	A User Account which is fixed for the duration of a Term and which can only be deleted as from the next Term.
<b>Non-Committed User Account</b>	A User Account which is not fixed for the duration of a Term and which can be deleted at any time during the current Term.
<b>Freelance User Account</b>	A User Account created for and used by an independent contractor of the Customer. A Freelance User Account cannot be used for employees (e.i. anyone working under an employment contract with the Customer).
<b>Quotation</b>	The offer with regard to the Services which UNIZEN presents to the potential Customer with a view to concluding the Agreement and which includes, among other things: the initial Term, the initial price of the Services, the price of any Additional Services requested by the Customer, the initial number of Committed User Accounts, the billing cycle and the payment method.
<b>Website</b>	UNIZEN's official website which is available via <a href="https://www.yadera.com/">https://www.yadera.com/</a>

## 2. THE AGREEMENT

### 2.1 Background

UNIZEN has developed and offers a cloud-based professional services automation tool which aims at making the business administration of companies more efficient.

### 2.2 Conclusion of the Agreement

Each potential Customer can request a Quotation. Any offer of UNIZEN as formulated in a Quotation is valid for a period of thirty (30) days, unless otherwise stated on the Quotation. After the expiry of the period of validity, the offer lapses. UNIZEN is free to confirm any acceptance of the Quotation after that period.

In order for UNIZEN to draw up a Quotation, the potential Customer must provide UNIZEN with all the requested company information. The potential Customer ensures that this company information is accurate, complete and up to date.

The (potential) Customer expressly accepts that UNIZEN has the right to correct or revoke a Quotation that has been sent out, even within a reasonable period after acceptance by the (potential) Customer, if it contains erroneous commercial conditions. In such a case, UNIZEN provides the Customer with a correct Quotation as soon as possible.

By signing the Quotation and ordering the Services the (potential) Customer shows the explicit intention to enter into an Agreement with UNIZEN. The Parties expressly acknowledge that the use by the Customer of any type of electronic communication (e.g. email) to approve the Quotation, gives rise to a valid Agreement. This is fully consistent with the Belgian Code of Economic Law. Within the limits of what is permitted by law, UNIZEN can make use of all electronic files available to prove the existence of the Agreement.

By signing the Quotation, the Customer acknowledges to have read and to accept these Terms of Service as well as all annexes attached to them, which are an integral part of the Agreement. The following annexes are attached to these Terms of Service:

1. Prices
2. Service Level Agreement (SLA)
3. Data Processing Agreement (DPA)

Anyone who signs the Quotation and thus enters into this Agreement on behalf of a legal entity represents and warrants that they have the legal authority to bind such entity to these Terms of Service.

At all times, UNIZEN shall be entitled to request additional information about the signatory and about the (potential) Customer. UNIZEN shall be entitled to cancel the Agreement or suspend the performance of the Services in case of (i) doubts regarding the identity of the signatory, (ii) doubts regarding the creditworthiness of the (potential) Customer and (iii) indications that the (potential) Customer intends to resell the Services without the explicit permission of UNIZEN. Such a cancellation of the Agreement or suspension of the execution of the Agreement will never entitle the other party to receive any form of compensation or damages.

## 2.3 No Right of Withdrawal

Pursuant to the Belgian Business Code (Dutch: Wetboek Economisch Recht or WER), every consumer (e.i. any natural person who is acting for purposes which are outside his trade, business, craft or profession) has a right of withdrawal with regard to products and/or services purchased through the Internet, by email or phone.

As the Application is solely meant to be used for internal business purposes, any Customer is considered to be an “undertaking” within the meaning of the Belgian Code of Economic Law in its commercial relationship with UNIZEN. This is further supported by the fact that every potential Customer is obliged to provide a VAT number before they can receive a Quotation from UNIZEN. Consequently, our Customers shall under no circumstances have a right of withdrawal.

Do note that UNIZEN offers every potential Customer the possibility, prior to the conclusion of the Agreement, to use a free trial account for a certain period of time. By offering this demo, UNIZEN thus offers more than it is required to by law.

## 2.4 Scope

The commercial relationship between UNIZEN and the Customer shall solely be governed by these Terms of Service. This Agreement replaces and supersedes any previous agreements that may have existed between you and UNIZEN regarding the Services.

These Terms of Service always take precedence over any terms and conditions of the Customer.

## 2.5 Changes to the Terms of Service

UNIZEN reserves the right to change its Terms of Service at any time in the future. UNIZEN undertakes to notify the Customer of these changes via a Communication.

- Non-substantial changes will take effect as soon as the Customer is informed of them.
- Substantial changes will only take effect after the expiry of a reasonable period of time, as communicated by UNIZEN to the Customer.

Only in the event of substantial changes to the Terms of Service (e.g. a price increase, *see Article 3.3*) does the Customer have the opportunity to express objections and - if no fair solution can be found - to terminate the Agreement.

# 3. PRICE

## 3.1 Commercial Offers

Any promotions, commercial offers, discounts and announcements of UNIZEN communicated via the Website, via e-mail or in any other form (including, but not limited to catalogues, brochures, newsletters, folders and other publicity announcements), are entirely non-binding, and may only be regarded by the (potential) Customer as an invitation to order the Services, unless explicitly specified otherwise.

Any commercial discounts on the standard prices which are granted orally (e.g. by telephone) must be confirmed in writing (e.g. on the corresponding Quotation or invoice) to be valid.

The (potential) Customer acknowledges that discounts shall only be applicable in accordance with the guidelines and conditions expressly stated in this regard. Such discounts are deemed to be granted on a one-off basis for the initial Term or the specified duration and shall thus not automatically apply to subsequent (similar) orders. Any other practice to the contrary shall be regarded as a commercial gesture and shall only apply as long as it is not revoked by UNIZEN. The (potential) Customer acknowledges that discounts (as well as any other promotional gifts) cannot be accumulated, are personal by nature and can never give rise to acquired rights.

### **3.2 Price**

The Services are offered by UNIZEN at a fixed yearly or three-yearly price. Additional information regarding the pricing can be found in Annex 1 to these Terms of Service.

All prices on the Website and in Annex 1 are presented exclusive of VAT and/or other taxes and (local) charges. All prices are presented in EURO and should also be paid in EURO.

The agreed price for the Services provided to the Customer during the initial Term is identified in the Quotation. Since the price of the Services as well as the scope of the Services requested by the Customer may change at a later time, later invoices (if not disputed) will replace the Quotation as proof of the price agreed and applicable between the Parties at that time.

Our pricing plan is considered as confidential and cannot be communicated outside of the relationship between You and UNIZEN, without the prior explicit permission of UNIZEN.

### **3.3 Price changes**

Under no circumstances does UNIZEN guarantee that it will maintain its prices. UNIZEN may at any time adjust its prices. In the event of an increase of its prices, UNIZEN undertakes to notify its Customers through a Communication at least three (3) months prior to the application of the new prices.

A price increase is considered to be a substantial change to the Agreement. Consequently, the Customer shall be given the possibility to terminate the Agreement. Such notice of termination should be done in writing to UNIZEN before the entry into force of the new prices. The continued use or access of the Services after the effective date by The Customer shall constitute the acceptance of the revised prices.

In so far as the prices are based on the then prevailing wage costs, costs of components/parts, social security contributions and government levies, insurance premiums, costs of materials, exchange rates and/or other costs, UNIZEN shall, in the event of an increase of one or more of these price factors, be entitled to increase its prices accordingly in accordance with the legally permitted standards.

### 3.4 Upgrades & Downgrades

#### Upgrades

The Customer is free to order one or more Additional Services by sending an email to [support@yadera.com](mailto:support@yadera.com). In addition, the Customer can order additional User Accounts. If the Customer orders one or more Additional Services and/or additional User Accounts, an additional fee will be invoiced.

- To increase the number of Committed User Accounts, the Customer should send an email to [support@yadera.com](mailto:support@yadera.com). Such additional Committed User Accounts shall be activated immediately and shall be charged on a pro rata basis taking into account the remainder of the current Term.
- Increasing the number of Non-Committed User Accounts can be done via the Application. Such additional Non-Committed User Accounts shall be activated immediately and shall be charged on a monthly basis for as long as they are not deleted by the Customer.

The Additional Services and additional User Accounts are offered at the prices as listed in Annex 1.

#### Downgrades

The Customer is free to cease the use of one or more Additional Services as well as to request a decrease of the number of User Accounts.

- To decrease the number of Committed User Accounts, the Customer should send an email to [support@yadera.com](mailto:support@yadera.com). A decrease of the number of Committed User Accounts is only possible as of the next Term. The Customer should notify UNIZEN of its decision to decrease its number of Committed User Accounts at least 3 months before the renewal of the Term. If the notification is made too late, UNIZEN is entitled to invoice the Customer for the Committed User Accounts concerned for the entire following Term.
- Decreasing the number of Non-Committed User Accounts can be done via the Application. A decrease of the number of Non-Committed User Accounts is possible at any time during the current Term. Any downgrades of Non-Committed Users shall be implemented as from the month following the month in which the downgrade was requested.

## 4. THE SERVICES

### 4.1 Delivery

Following the conclusion of the Agreement, the Customer shall be granted access to the Application. Providing the Customer with a User Account to access the Application is considered to be a delivery of the Services.

Upon delivery, the Customer is obliged to carry out an initial verification including, among other things, the number of User Accounts. The Customer is obliged to inform UNIZEN within 48 hours following delivery of any non-conformity through the helpdesk or by sending an email to [support@yadera.com](mailto:support@yadera.com).

If no complaints are made within 48 hours, the Customer is deemed to have approved and accepted the delivery.

## 4.2 License (Right of Use)

UNIZEN grants the Customer a non-exclusive, non-transferable, non-assignable, worldwide limited right to use the Application, including any (future) updates of the Application, solely for its internal business operations.

Any other use or exploitation not explicitly granted to the Customer shall not be allowed without written consent from UNIZEN.

For as long as this Agreement remains in effect, the Customer can make use of the Services within the scope of the rights granted at the time of the conclusion of the Agreement. The scope of the rights granted can be limited or extended during the Term of the Agreement.

The Customer can, within the limits of the license granted by UNIZEN, grant an agreed number of Users a right of access and use. These Users can access and use the Application within the Customer's internal business environment, under the Customer's responsibility.

By analogy, the obligations under these Terms of Service apply to Users who gain access to the Application via the Customer. The Customer commits to clearly inform all its related Users about their obligations and the terms of use of the Application.

The Customer shall not authorize access to or permit use of the Application by persons other than the agreed Users. The Customer is responsible for the actions, conduct, operation and all other actions relating to the Application by its employees, officers, directors and any third parties it intentionally or unintentionally, gives direct or indirect access to the Application.

In case of lack of compliance with the Agreement, UNIZEN can take measures against the Customer as well as against its related Users.

## 4.3 Registration / User Account(s)

The Customer shall be able to access the Application and to make use of the Services via the User Account(s). The Customer shall be solely responsible for every use and activity of the User Account(s).

The Customer represents and warrants in any case that (i) all submitted (registration) information is complete, truthful and accurate and (ii) (s)he will maintain the accuracy of such information.

Each User Account belongs to one person only and may therefore not be shared with other persons. Every User is advised to create a unique password, to change it frequently and/or to use two-factor authentication or external authentication methods (e.g. Google / Office 365).

The Customer shall be solely responsible for the protection and security of the User Account(s). In this context, every User must ensure the confidentiality of their respective User Account, including the confidentiality of the login-data such as the password. Consequently, they may not even disclose their login-data to UNIZEN (e.g., when seeking assistance via UNIZEN's support desk).

Any damage resulting from the careless handling of these login details by the Customer or any related Users is the sole responsibility of the Customer and can in no way incur the liability of UNIZEN.

The Customer must immediately report to UNIZEN any (suspected) breach of the confidentiality of one or more User Accounts as well as any controversial registration so that appropriate measures can be taken.



#### 4.4 Restrictions

The rights granted under the Agreement are subject to restrictions. The Customer commits to use the Services for its internal business purposes solely and in compliance with all applicable laws, rules and regulations issued by governing authorities.

Customer commits not to use the Services to perform any activity which is or may be, directly or indirectly, unlawful, harmful, threatening, abusive, harassing, tortuous, or defamatory, nor to perform any activity which breaches the (intellectual property) rights of UNIZEN, its Affiliates or any third party.

Customer agrees that compliance with this article is an essential basis of the Agreement.

Customer agrees not to misuse the Services and to abide by the restrictions imposed. Without this list being exhaustive, Customer undertakes not to:

- (Re)sell, assign, distribute, (sub-) license, rent, lease, lend out, distribute or in any other way transfer any rights to the Application granted under this Agreement, without the prior written consent of UNIZEN, or include any Services or any derivative works thereof in a service bureau or outsourcing offering to any third party.
- Copy, modify, adapt, alter, translate or make derivative works based upon the Services (other than any copies, modifications or derivative works made exclusively from the reports or overviews which are created solely for Customer's internal business purposes);
- Engage in, nor authorize others to engage in, the reverse engineering, disassembly or the decompilation of the Application;
- Use the Services for illegal or unlawful purposes or for the transmission of data which is illegal, defamatory, invasive of another's privacy, abusive, threatening, harmful or infringes on someone's intellectual property;
- Use the Services to conduct or promote any illegal activities;
- Use the Services for the transfer of "junk mail", "spam", "chain mail", "phishing" or other undesired mass circulation of emails;
- Use the Services to stalk, harass or harm another individual;
- Disturb the good operation of the Services and/or Website. This includes that Customers should refrain from sending, processing or storing material containing software viruses, worms, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs which may infringe the Services and interests of UNIZEN, its Affiliates and its Customers. Customers should also refrain from uploading any content that may burden or disturb the Application's infrastructure and its proper functioning;
- Add content that can be considered inappropriate or unlawful because of its illegal, unlawful, harmful, abusive, misleading, threatening, obscene, pornographic, offensive or racist nature and/or more generally because it is in conflict with the public morality or the public order;
- Circumvent the business model of UNIZEN or its Affiliates;

- Use the Services – partly or integrally – in any manner that may give a false or misleading impression, attribution, or statement as to UNIZEN and/or its Affiliates, or any third party.
- Ask for the credentials of other Users and/or log into someone else’s User Account;
- Use the Services in a fraudulent manner (e.g. the use of a false User Account and/or providing false user information is considered as fraudulent use);
- Pretend to be another (legal or natural) person when using the Services without the necessary permission.
- Use the Application in a manner which is significantly higher than the use by an average Customer and which may be harmful to the network or which might cause a system overload.

The Customer must immediately (i) penalize or sanction any improper and unauthorized use and (ii) immediately inform UNIZEN in writing of such use.

#### 4.5 Remedies

UNIZEN can take all necessary and reasonable measures when the Customer or any related User acts in violation of the Agreement, the applicable law, the rights of third parties or the general accepted rules of conduct of the Internet. UNIZEN preserves a large margin of appreciation to sanction a violation, in proportion to the violation. UNIZEN can temporarily suspend or permanently deny access to the Application.

When acquired by the situation, the above mentioned measures can be taken without prior warning. The Customer does not have the right to ask reimbursements or damages for measures taken.

If the Customer considers that the measures taken are disproportionate or unfounded, he must bring this to the notice of UNIZEN within fifteen (15) calendar days after the measure has been taken. UNIZEN will take these arguments into account without being under any obligation to undo the measures taken.

#### 4.6 System requirements

Use of and access to the Services by the Customer presupposes an Internet connection and the use of a modern web browser (we support all browsers, but recommend to use the latest version of Google Chrome). If an outdated web browser is used, the Customer may not be able to use all functions of the Services or these functions may not operate optimally.

## 5. INVOICING & PAYMENT

### 5.1 Invoicing

The Customer expressly agrees to electronic invoicing by UNIZEN, unless agreed otherwise in writing by Parties. All invoices will be sent to the (electronic) address provided by the Customer when ordering the Services. The Customer undertakes to inform UNIZEN as soon as possible of any changes in respect thereto.

Unless a different billing cycle has been agreed in writing (e.g. on the Quotation), UNIZEN undertakes to invoice the license fee to its Customers:

- In case of 1-year contracts: on a quarterly basis;
- In case of 3-year contracts: on a yearly basis.

With regard to deviating billing cycles, a single invoice for the full prepayment of the total license fee for the coming Term (resp. 1 or 3 years) is always an option.

Without prejudice to the foregoing, amounts regarding additional Services and/or User Accounts (either Committed, Non-Committed or Freelancer) which the Customer orders during the Term, can be invoiced by UNIZEN at any time during the current Term and can be added to the invoice for the following Term.

## 5.2 Payment

Unless otherwise agreed in writing (e.g. on the Quotation), all invoiced amounts have to be paid within thirty (30) calendar days of the invoice date.

All payments for the standard Services have to be paid by bank transfer and should be made using the following bank details:

IBAN: BNP BE49 0017 2029 2471

BIC: GEBABEBB

Invoices for additional Non-Committed User Accounts and Freelance User Accounts (see Annex 1) are automatically collected by UNIZEN in full via credit card or SEPA Direct Debit (SDD) – depending on the Customer's preference when ordering the Services – on the invoice date. In the event of payment through SEPA Direct Debit (SDD), UNIZEN thus formally deviates from the legal pre-notification duty of 14 calendar days prior to collection, based on internal procedures.

In so far as collection through credit card or direct debit is impossible, the invoiced amount has to be paid within 30 calendar days of the invoice date.

For the processing of its payments, UNIZEN makes use of the services of external professional and specialized partners who operate a payment platform. The online payments are built with the aid of secure protocols. All online payments are subject to the general terms and conditions of the external administrator of the payment platform, who has exclusive responsibility for the correct processing of all online payments.

The financial data of the Customer that is entered as part of an online payment is only exchanged between the external partner and the financial institutions concerned. UNIZEN has no access to the confidential financial data of the Customer.

The unconditional payment by the Customer of the invoice amount is considered explicit acceptance of the invoice.

Invoices may only be legitimately disputed by the Customer via email ([finance@support.yadera.com](mailto:finance@support.yadera.com)) within seven (7) calendar days after the invoice date, stating the invoice date, the invoice number and detailed reasons. Such dispute does not discharge the Customer from his obligation to pay.

Partial payments by the Customer are always accepted subject to change and without any prejudice, and first allocated to the collection costs, next to the damages, the interest due and, finally, to the principal sum, with preference given to allocation to the oldest outstanding principal sum.

### 5.3 Consequences of non- or late payment

For each invoice that has not been paid in full or in part by the Customer on the due date, the latter is liable to pay – by operation of law and without prior notice of default – late payment interest of 1% per month in arrears, whereby a month that has already started is to be considered as fully completed, while the amount due will be increased with all collection costs paid by UNIZEN in connection with the collection of the debt, plus 20% of the invoice amount, with a minimum of € 150 (excl. VAT) by way of lump sum damages, without prejudice to UNIZEN's right to claim higher compensation.

If the Customer fails to pay one or more invoices, UNIZEN has the right to temporarily suspend the access to the Services until it has received actual and full payment from the Customer. However, the temporary suspension of access to the Services does not affect the continuation of the Term. Moreover, UNIZEN may unilaterally terminate the Agreement if the Client fails to pay or is repeatedly late in paying.

Late payment or non-payment will result in all other invoices of UNIZEN to the Customer immediately becoming due and payable, even if they have not yet fallen due, and all permitted payment conditions will cease to apply. The same applies in the event of an imminent bankruptcy, judicial or amicable dissolution, suspension of payment, as well as any other fact showing that the Customer is insolvent.

## 6. INTELLECTUAL PROPERTY

### 6.1 UNIZEN's intellectual property rights

The Customer explicitly acknowledges that UNIZEN and its Affiliates are and remain the sole owner of the Application and/or other intellectual property rights relating thereto. All such rights and goodwill are, and shall remain, vested with UNIZEN and its Affiliates.

Consequently, the license granted to the Customer under this Agreement (*see Article 4.2*) solely implies the right to use – at a charge – the Application and Services. No implied licenses shall be granted under this Agreement.

Under no circumstances does such license:

- Entail a transfer of ownership of the Application by UNIZEN to the Customer;
- Grant the Customer any rights to the Application and Services, nor to any trade names and/or or trademarks of UNIZEN or its Affiliates, and
- Grant the Customer the right to request UNIZEN to deliver a copy of any software or other products utilized by UNIZEN to provide the Services.

The Customer shall thus not use any trademark, trade name, or brand name of UNIZEN or its Affiliates (such as but not limited to the use thereof in metatags, keywords or hidden text), without the explicit written approval from UNIZEN and/or its Affiliates.

Without prejudice to the right of the Customer or any third party to challenge the validity of any intellectual property of UNIZEN, the Customer shall not perform or authorize any third party to perform any act which would or might invalidate or be inconsistent with any intellectual property rights of UNIZEN – including without being limited to any patent, copyright, registered design, trade mark or other industrial or intellectual property rights – and shall not omit or authorize any third party to omit to do any act which, by its omission, would have that effect.

The Customer undertakes to notify UNIZEN of any actual, threatened or suspected infringement of any intellectual property rights of UNIZEN which comes to the Customer's notice, and of any claim by any third party due to use of the Services.

## 6.2 References

Without conveying any right, title or interest, the Customer agrees that UNIZEN is allowed to make accurate informational references to Customer's trade names, trademarks or service marks (collectively, the "Marks") in connection with UNIZEN's performance of the Services, e.g. on the Website.

UNIZEN shall promptly cease any use of any of Customer's Marks in connection with the performance of the Services upon (i) termination of the Agreement or (ii) receipt of notice from the Customer to discontinue such use.

## 7. DURATION

Every Agreement between UNIZEN and the Customer concerning the use of the Application and Services shall have a renewable Term of either one year or three years, depending on the preference of the Customer when ordering the Services. The duration of the Term of the Customer is specified in the Quotation.

A new one year resp. a three year Term shall automatically start if the Agreement is not terminated by the Customer by the latest 3 months before the Renewal Date, which entitles UNIZEN to invoice the Customer for the renewed Term.

## 8. TERMINATION

### 8.1 Termination by the Customer

The Customer may terminate the Agreement by sending an email to [support@yadera.com](mailto:support@yadera.com):

(i) At any time and for any reason, as long as such termination takes place at least three (3) months before the Renewal Date.

Every termination by the Customer less than 3 months before the Renewal Date shall be without object since the Agreement shall automatically be renewed (*see Article 7*). Consequently, the Customer shall be obliged to pay the invoice for the renewed Term, even if the Customer has no intention to continue its use of the Services.

(ii) In the event the Customer cannot agree with one or more of the following circumstances (non-limitative) and such termination takes place within 30 calendar days after being notified thereof by UNIZEN: (a) a change in the offer of the Services, which entails a significant disadvantage for the Customer (see *Article 14*), (b) a substantial change of these Terms of Service by UNIZEN (see *Article 2.5*) or (c) any announced price adjustment by UNIZEN (see *Article 3.3*). Under no circumstances, does this entitle the Customer to claim any sort of damages or compensation from UNIZEN;

In any of these cases, we will give you the opportunity to continue to use the Services for a period of six (6) months from the date of the notice at the conditions and prices applicable prior to the notice.

(iii) In the event the Services are unavailable (meaning offline) for more than five (5) consecutive days provided that the notice is given during this period of prolonged downtime or at the latest within fourteen (14) calendar days thereafter.

Prior to the termination of the Agreement by the Customer, but in any case before deactivation of all User Accounts by UNIZEN, the Customer is obliged to export the Customer Data by using the available export tools. Any export after the deactivation of the Customer's User Accounts can only be done with the assistance of UNIZEN, whereby UNIZEN can charge costs for the efforts made.

## 8.2 Termination by UNIZEN

Without prejudice to any other right or remedy UNIZEN may have against the Customer, UNIZEN can terminate the Agreement at any time and without legal intervention in the event of exceptional circumstances which make it impossible to continue any professional cooperation between UNIZEN and the Customer.

The Customer agrees that the following circumstances should be considered as exceptional circumstances:

(i) If UNIZEN detects or has substantial reasons to assume that:

- The Customer materially breaches any of the provisions of these Terms of Service (especially if the Customer contravenes the restrictions set out in *Article 4.4*).

Insofar as this is still deemed useful, UNIZEN will first inform the Customer of the infringement and ask the Customer (i) to rectify the situation as well as (ii) to refrain from such a breach and, if possible, (iii) prevent such a breach or breaches from occurring in the future.

- The Customer uses the Services for unauthorized, illegal and/or inappropriate purposes;
- The Agreement with the Customer is based on incorrect or false information of the Customer; or
- The Customer ordered the Services for reasons that cannot be considered as objectively reasonable and acceptable.

(ii) If the Customer ceases its payments, files a declaration for bankruptcy, is declared bankrupt, enters into a liquidation or similar proceedings or is liquidated;

(iii) If the Customer commits an act of dishonesty, disloyalty or fraud with respect to UNIZEN or its Affiliates.

In the event of such termination by UNIZEN, notified by email, the Agreement will be automatically terminated without a period of notice or compensation and without prejudice to UNIZEN's right to claim from the Customer an additional compensation. UNIZEN is entitled to refuse any request from the Customer to enter into a (new) Agreement.

### 8.3 Consequences of termination

Upon termination of the Agreement:

- By the Customer:

UNIZEN undertakes within two (2) working days – but in any event not before the ongoing Term expires – to deactivate the Customer's User Accounts. UNIZEN shall use its best efforts to inform the Customer of such deactivation in advance.

- By UNIZEN:

UNIZEN shall (i) deactivate the Customer's User Accounts and (ii) notify the Customer that it has the possibility during a term, as mentioned in such notification, to export the Customer Data through the available export tools;

UNIZEN takes the necessary precautions to ensure that Customer Data is not lost even when the Customer fails to export its Customer Data before the deactivation of the User Accounts.

UNIZEN anonymizes the Customer Data within twelve (12) months after the deactivation of the User Accounts. During this 12-month period, data recovery is still possible, but only at the expense of the Customer. No data recovery is possible after this period.

The Customer Data will be delivered in machine-readable form when exported. UNIZEN tries to deliver the exported Customer Data as completely as possible, but cannot give any absolute guarantees in this respect.

Upon termination of the Agreement, each Party will return all confidential information and proprietary materials of the other Party (*see Article 11*).

If the Agreement is terminated for any other reason than gross misconduct on the part of UNIZEN, the Customer is obligated to pay the amount for the remaining part of the current Term (and, where appropriate, for the following Term), even if (s)he no longer uses the Services. Any amounts already paid to UNIZEN for the current or upcoming Term shall be kept by UNIZEN and not returned (irrespective of the duration of the Term to which the advance payment relates).

The following articles shall survive and continue in full force and effect in accordance with their terms, notwithstanding the expiration or termination of this Agreement for whatsoever reason: Articles 6 (Intellectual Property), 9 (Liability), 10 (Personal Data and Privacy) and 11 (Confidentiality).

#### 8.4 Transition to another service provider

Upon termination of this Agreement, for any reason, UNIZEN shall, upon Customer's reasonable request, provide to Customer all assistance and cooperation reasonably required by Customer in order to facilitate the transition to another service provider in a prompt and smooth manner.

Customer shall reimburse UNIZEN for any such transition services rendered, as per the budgeted time, on an agreed hourly rate basis. Failure to pay timely these fees can result in penalty interest and collection charges (see *art. 5.3*) as well as a cessation of transition services.

### 9. LIABILITY

UNIZEN's liability shall be limited to the lower of the following two amounts: (i) three months of fees for the Services prior to the harmful event, or (ii) the amount of the payment of the insurance policies entered into by UNIZEN. UNIZEN's liability shall in any case be limited to the liability mandatory under Belgian law.

Except as otherwise expressly represented or warranted in these Terms of Service and to the maximum extent permitted by applicable law, the Services are provided on an "as is" basis. UNIZEN thus disclaims any and all other promises, conditions, representations and warranties – whether express or implied – including but not limited to any implied warranties of fitness for particular purpose, satisfactory quality, reasonable skill and care, system integration and/or data accuracy.

Furthermore, UNIZEN does not warrant that the Services will meet all of Customer's requirements. Moreover since the Customer has the possibility to (i) make use of a demo prior to becoming a paying Customer and (ii) request at all times further information from UNIZEN in this respect. Hence, the Customer declares to have been sufficiently informed about the content and the scope of the Services.

Without prejudice to any other provision to the contrary in these Terms of Service (and the Service Level Agreement in Annex 2), UNIZEN does not guarantee that: (i) the performance of the Services will be uninterrupted or error-free nor that all errors and/or bugs will be corrected (within a reasonable time), (ii) the Services will be constantly available, free of viruses, in time and complete, or (iii) the information provided in the context of the Services is complete, correct, accurate and non-misleading.

The intended use of the Services by the Customer and its Users is determined under their full responsibility and at their own risk. UNIZEN cannot be held liable in any way for any direct or indirect damage resulting from this intended use. Therefore, the Customer and its Users shall thus be solely responsible for any damage to their computer (programs), wireless devices and/or other equipment consequential to the use of the Services.

UNIZEN shall neither be liable for:

- Indirect and/or consequential damage (including but not limited to loss of income, loss of goodwill and damage to the property of the Customer caused by the Services). This limitation of liability also applies when UNIZEN has been specifically informed of the potential loss by the Customer;



- Defects that have been caused directly or indirectly by an act on the part of the Customer or a third party, irrespective of whether they are caused by an error or negligence;
- Damage caused by using the Tool, App and Services for a different purpose than the purpose for which it has been developed or is intended by UNIZEN;
- Additional damage caused by continued use by the Customer of the Services after a defect has been detected;
- The loss or incorrect use of the Customer Data, unless this is solely due its fault;
- Damage caused by non-compliance with any advice and/or guidelines that may be given by UNIZEN, which the latter always provides on a discretionary basis;
- Damage caused by force majeure or hardship (*see Article 15*).

Furthermore, the Customer accepts that UNIZEN does not offer any guarantee that the Services comply with the regulations or requirements which apply in any legal area, with the exception of the regulations or requirements that apply in Belgium at the time of conclusion of the Agreement. UNIZEN can thus not be held liable for any subsequent changes of whatever nature in such law and/or regulations.

Customer is deemed not to provide any (confidential) information (e.g. an Excel sheet with data, including Customer Data) nor any login data to any employee of UNIZEN in whatever manner and for whatever reason. If the Customer, contrary to the above, does provide any of such data to UNIZEN, the Customer acknowledges that it is acting entirely at its own risk. In such cases, UNIZEN cannot guarantee the same security and confidentiality with respect to the information provided as it guarantees with respect to the Customer Data.

The Customer shall indemnify and/or hold harmless UNIZEN and/or a UNIZEN Indemnitee from and against all claims of whatever nature that might arise from the existence, implementation, non-compliance and/or termination of these Terms of Service and which have been caused by his own negligence, fault or carelessness or by any of its Users.

## 10. PERSONAL DATA AND PRIVACY

### 10.1 UNIZEN as data controller

UNIZEN processes personal data concerning the (potential) Customer, the Customer's Users and/or any other of the Customer's staff members. As it processes the aforementioned personal data for a number of its own purposes (mainly to provide the Services, but e.g. also to send newsletters and other marketing communications), UNIZEN acts as a 'data controller' within the meaning of the Privacy Legislation.

UNIZEN's Privacy Statement includes all relevant information about the way in which UNIZEN handles personal data in its capacity as a data controller (including: the purposes of data processing, the type(s) of personal data to be processed, the period for which they are retained, the recipients of the data, etc.). UNIZEN's Privacy Statement must be read together with UNIZEN's Cookie Policy.

By entering into an Agreement with UNIZEN – including registration for a demo – the Customer is deemed to have read the Privacy Statement and to understand its contents.

## 10.2 UNIZEN as data processor

The Customer acknowledges that – with regard to the processing of Personal Customer Data – it shall act as ‘data controller’ and UNIZEN as ‘data processor’ within the meaning of the Privacy Legislation. All arrangements made between Parties in this respect shall be solely governed by the Data Processing Agreement, which is attached to these Terms of Service as Annex 3.

By entering into an Agreement with UNIZEN – including registration for a demo – the Customer acknowledges to have read and accepted the Data Processing Agreement.

# 11. CONFIDENTIALITY

## 11.1 General

All information exchanged between Parties, either in writing or verbally, prior to entering into the Agreement as well as during the Agreement shall be considered confidential and be treated by each Party with the utmost secrecy.

This includes, but is not limited to: all information of financial, commercial, legal, fiscal, social, technical and organizational nature, business and trade secrets, business partner, customer and supplier data, employee data, personal data, programs, source codes, computer programs, computer code, modules, scripts, algorithms, features and modes of operation, inventions (whether or not patentable), processes, schematics, testing procedures, software design and architecture, design and function specifications. For the Customer, this includes Customer Data.

More specifically the recipient shall:

- Solely use the confidential information for its own account and under the utmost secrecy;
- Not use, reproduce, or allocate the confidential information in any manner or for any other purpose than the (possible) cooperation between parties;
- Not engage in, nor authorize others to engage in, the reverse engineering, disassembly or the decompilation of any of the confidential information;
- Not derive any commercial benefit from the confidential information;
- Not divulge, disclose or make the confidential information, of which it has knowledge, available to any third party, without the express written consent of the disclosing party;
- Disclose such confidential Information only to those employees who need to know such information within the framework of the (possible) cooperation between parties, and the recipient certifies and warrants that these employees have previously agreed, as a condition to employment, to be bound by terms and conditions substantially similar to provisions applicable to the recipient under these Terms of Service.

The disclosing party shall remain at any moment the sole owner of its confidential information. Except as expressly set forth in Article 11.3, nothing in these Terms of Service shall grant to the recipient any rights to or interest in the confidential information.

This confidentiality obligation applies for as long as the Agreement between Parties continues to exist and for a period of five (5) years starting from the termination of the Agreement for any reason whatsoever.

### 11.2 Exceptions which apply to both Parties

The obligations, as determined in Article 11.1, are not applicable to the following information:

- Information, which is publicly available, publicly spread and/or known by the general public at the time of its communication;
- Information which is obtained in a lawful manner by the recipient on a non-confidential basis from any party other than the disclosing party, whereby such third party is at its turn not bound by any confidentiality agreement with the disclosing party;
- Information which disclosure/announcement is required by law or by a court or other government decision (of any kind). In such case the recipient shall, prior to any disclosure/announcement discuss the scope and manner of such disclosure/announcement with the disclosing party.

### 11.3 Exceptions which apply to UNIZEN

By way of derogation from the confidentiality obligation set out in Article 11.1, Customer explicitly grants to UNIZEN and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to:

- Use and/or commercialize any idea, input, suggestion, enhancement request, recommendation, correction or other feedback received from the Customer, which may serve to improve and/or expand the Application and Services.
- Collect, use, and disclose quantitative data derived from the Customer's use of the Services (e.g. average number of invoices created, average number of contacts added, average number of users, etc.) for its business purposes, including industry analysis, benchmarking, analytics, and marketing. All data collected, used, and disclosed will be in aggregate and de-identified form only and will not identify Customer, its Users or any third parties.
- Use any anonymous and anonymised Customer Data (e.i. data which cannot be used to identify an individual) for commercial purposes.

## 12. AVAILABILITY, REGULAR MAINTENANCE AND UPDATES

In the event of problems with the availability of its Services, UNIZEN undertakes its best effort to solve such issue as soon as reasonably possible without giving any guarantee in terms of response and resolution times. In any case and where appropriate, UNIZEN shall be free to determine what is to be considered an adequate solution or compensation for its Customers in this respect.

UNIZEN wishes to keep the quality of the Services high by performing maintenance activities and implementing updates on a regular basis. UNIZEN undertakes to minimize the impact of such maintenance activities and updates on the availability of the Services, but does not exclude any downtime in this respect. In any case UNIZEN undertakes its best effort to inform the Customer thereof in due time, unless this is impossible or not useful (e.g. in case of urgency).

Under no circumstances shall UNIZEN be obliged to compensate the Customer due to a situation of unavailability.

For more information, please refer to the Service Level Agreement, which is attached to these Terms of Service as Annex 2.

### 13. UNIZEN COMMUNICATIONS

All notices required to be given by UNIZEN to the Customer under this Agreement shall be sufficient if done via a Communication using the Customer's last known contact information (possibly provided when the Customer first registered). All Users are expected to keep their contact information up to date. UNIZEN cannot be held responsible if a Customer has not received a particular Communication because the available contact information was no longer correct.

Any formal communication to UNIZEN should be made via the contact addresses provided for this purpose in these Terms of Service.

### 14. SERVICE CHANGES

UNIZEN has the right to change at any time the offer and composition of its Services (including: which functionalities are supported). In the event that UNIZEN changes its Services, UNIZEN will inform the Customer thereof through a Communication within a reasonable term prior to such change.

### 15. FORCE MAJEURE/HARDSHIP

UNIZEN cannot be held liable for any failure to meet its obligations under the Agreement if this failure is due to force majeure or hardship.

Usual events of force majeure or hardship include: all circumstances that at the time of the conclusion of the Agreement were reasonably unforeseeable and unavoidable, and which prevent UNIZEN from performing the Agreement, or which would make the performance of the Agreement more difficult, financially or otherwise, than would normally be the case (including, but not limited, to: war, natural disasters, fire, seizure, epidemics and pandemics, delays with or bankruptcy of third parties engaged by UNIZEN, shortage of staff, strikes, organizational circumstances, threat or acts of terrorism, interventions by public authorities, power interruptions and failures of or interruptions to any communications equipment, software or hardware).

The aforementioned situations entitle UNIZEN to review and/or suspend the execution of the Agreement by simple written notice to the Customer, without being liable to pay compensation. UNIZEN shall be entitled to terminate the Agreement if the situation of force majeure and/or hardship lasts longer than two (2) months.

## 16. COMPENSATION ('NETTING')

In accordance with the provisions of the Belgian Law on Financial Collateral of 15 December 2004, Parties agree that in their reciprocal relation, as from the start of the Agreement between, all currently existing as well as any future debts shall always be automatic and ipso jure be set off against each other and compensated, irrespective of their due date, their aim or the currency in which they have been expressed.

In case of concurrent creditors, the claim of the other party on the party dealing with concurrent creditors shall always be limited to the remainder after the setoff of the chargeable amounts and the permanent setoff will in any case have legal effect against the curator and the remaining creditors, who can themselves therefore not object nor oppose any of the aforementioned compensations or debt comparison carried out by Parties.

## 17. APPLICABLE LAW AND JURISDICTION

All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of this Agreement shall be governed by and construed in accordance with the Belgian law.

Any dispute concerning the validity, interpretation, enforcement, performance or termination of this Agreement shall be submitted to the exclusive jurisdiction of the courts where UNIZEN has its registered office.

## 18. LANGUAGE

Unless expressly agreed otherwise, the Customer acknowledges that the language of these Terms of Service will also be the working language in all commercial transactions with UNIZEN.

The original language of these Terms of Service is English. Translations or documents drawn up in a different language will at all times be regarded as a bonus for the Customer. In the event of any conflict between the different versions, the English version will always prevail.

## 19. MISCELLANEOUS

The invalidity of one or more provisions of these Terms of Service or any part thereof shall not affect the validity and enforceability of the other clauses and/or the remainder of the provision in question. In case of invalidity, parties shall negotiate to replace the invalid provision by an equivalent provision in accordance with the spirit of these Terms of Service. If parties do not reach an agreement, then the competent court may mitigate the invalid provision to what is (legally) permitted.

The (repeated) failure by UNIZEN to exercise any of its rights may only be construed as a toleration of a particular situation and shall not give rise to a forfeiture of its rights.

UNIZEN is entitled to assign or transfer this Agreement, in whole or in part, to any Affiliate or to another company in connection with the sale, transfer, merger, consolidation, or any other disposition of all or substantially all of its assets or business upon giving formal written notice thereof to the Customer.

# ANNEX 1: Prices

## 1. User Accounts:

The price for the Services is based on the number of User Accounts.

A distinction is made between Committed and Non-Committed User Accounts:

- **€50 per Committed User Account / month**  
*As a rule of thumb, the number of Committed User Accounts is set at 80% of the number of employees of the Customer. The minimum number of Committed User Accounts (invoiced) per Customer is 10.*
- **€50 per Non-Committed User Account / month**

The total price for the Services is calculated based on all User Accounts, regardless of whether they are activated or deactivated.

A deleted User Account will not be taken into account for the calculation of the total number of User Accounts. Do note that Committed User Accounts can only be deleted as from the next Term, provided that the Customer has decreased the number of Committed User Accounts in due time (i.e. 3 months before the Renewal Date). Non-Committed User Accounts can be temporarily deactivated or permanently deleted at any time during the current Term, but will still count as active User Accounts in the month in which the deactivation or deletion is done and will thus have to be paid for.

Next to Committed and Non-Committed User Accounts, the Customer can also add so-called Freelance User Accounts:

- **€5 per day a Freelance User Account is active**

The Customer will be invoiced for every day a freelance User accesses the Application as well as for any days marked as 'active' in his/her planning window or timesheets within the Application. For the avoidance of doubt: it is sufficient for the Freelancer to log in once, regardless of whether he/she fills in timesheets and whether he/she is on the schedule for the day. These Freelance User Accounts are invoiced on a monthly basis.

## 2. Additional Services:

The Customer can also request a number of Additional Services on top of the standard Services as described on the Website:

- Additional storage above 50 Gb: €0,50 / month per extra Gb.
- Reactivation of a deleted User Account: €150 / User Account.
- Setup and training: price as mentioned on the Website.
- The merging of two or more customer accounts on the Application: €125 per started hour.
- Any other services that go beyond the scope of the standard Services: €125 per started hour.

All prices listed above are exclusive of VAT and travel costs outside of Belgium.

Where appropriate, the Customer will first receive a quotation for the additional Services.

# ANNEX 2: Service Level Agreement

## Introduction

This document describes the support and service levels for Yadera.

We support You with the installation, maintenance and update of Our Service and with assistance in solving problems arising from the use of our Service, hardware interfacing of peripheral devices and logging of enhancement requests and bugs that You have submitted to Us.

## Definitions

In this Service Level Agreement, the following concepts shall have the following meaning (when written with a capital letter):

<b>Business Hours</b>	Monday to Friday from 9 am to 5 pm (CET), excluding Belgian and Dutch bank holidays or holidays in replacement of bank holidays during weekends.
<b>Scheduled Maintenance</b>	Planned interventions on the Application.
<b>RPO</b> (Recovery Point Objective)	Describes the acceptable amount of data loss measured in time after a critical failure.
<b>RTO</b> (Recovery Time Objective)	The duration of time and a service level within which a business process must be restored after a disruption
<b>Response Time</b>	The time between the creation of a support ticket by the Customer and the moment the Support Team acts on it.
<b>Resolution Time</b>	The time between the moment the Support Team starts to act on a support ticket and the moment the problem is resolved, excluding the time the team has spent waiting for Customer's input.

## Exclusions

The SLA only applies to production platforms; there is no SLA on test/dev platforms. The SLA is not applicable when service levels are not met due to:

- Factors outside UNIZEN's reasonable control, Force Majeure;
- Malfunctions attributable to an inappropriate connection to the Services;
- Inappropriate use of the Services
- Customer's actions in an explicit intent to create downtime;

## Application hosting

The Application is hosted on Microsoft Azure.

Microsoft Azure is one of the world's leading hosting providers, with a clear focus to support mission critical applications. The Microsoft Azure platform is audited for compliance with ISO/IEC 27001 and ISO/IEC 27018 by an accredited third party certification body at least on a yearly basis, providing independent validation that applicable security controls are in place and operating effectively.

More information on the Microsoft Azure cloud and the different certifications is available on: <https://azure.microsoft.com/en-us/support/trust-center/>

The Application setup was configured in close collaboration with people from Microsoft, following best practices to ensure maximum reliability/security and best performance. The Application runs on a virtually separated, segregated network, modules are separated from public internet by multiple firewalls/load balancers.

All the Application's components and all Customer Data resides on servers within the Microsoft cloud that are located within the (West-) EU region.

## Service Availability

The Application uses a redundant architecture. A failure of a single component hardly ever results in downtime for the end-user. Different external and independent monitoring solutions check the uptime of our Application continuously and generate alerts whenever a problem is detected. One of the external tools (pingdom) provides objective statistics on uptime.

Application availability is defined as the percentage of time within a month that our Application is available (responding within 1000ms). The measurement is performed every 60 seconds, maintenance windows are excluded.

UNIZEN represents that the Application will be operational in accordance with reasonable industry practices (99.7%).

As an example, for a month with 31 days this results in a maximum downtime of 44 minutes, outside of maintenance operations. Looking at the track record of the last two years, interruptions during Business Hours are highly exceptional or non-existing.



## Maintenance

We distinguish three different types of maintenance:

### 1. Small maintenance

Interventions that have no or very limited impact on the availability of our Application. The impact duration varies from a zero to 120 seconds.

Small maintenance operations that introduce downtime are executed outside of Business Hours, but can –under exceptional conditions- also be executed during the day (max 6 times per year).

### 2. Heavy maintenance

Interventions that have a serious impact on the overall service, always executed outside business hours and are - whenever the expected downtime exceeds 30 minutes - announced 48 hours in advance.

### 3. Urgent Maintenance

On rare occasions, our support team might be forced to initiate an intervention without prior notice. Customers will be informed via our status page, status updates will be circulated every 30 minutes.

## Service Desk – Support

Paying clients have access to the Yadera Support Desk to report issues or request assistance. Support tickets can be created via email to [support@yadera.com](mailto:support@yadera.com) or online via <https://support.yadera.com>.

The support desk is manned during Business Hours. Tickets that are created outside the Business Hours are handled the next working day unless they are activated via the support hotline (+32 2 880 82 00).

A defect is defined as a recent problem with functionality that was used in the past and fails to work at this moment. The table below contains the response / resolution objectives for defects:

Level	Description	Response time	Resolution time
Critical	Major outage or downtime, the Application can no longer be used	0-2h	4h
High	The Application is available, but a certain functionality is not working, users are blocked in their normal operations	2h	24h
Normal	The Application is available and functionality can be used, but a defect is causing an inconvenience for users.	4h	48h or next service update

*Please note that the above response and resolution times are offered on a best-efforts basis and are not to be considered as commitments or guarantees towards the Customer.*

## Backup

A backup is created every 8 hours, the retention for the backups is 90 days.

RPO: 8h

RTO: 2h

Backups are secured on a storage account on the Azure platform. This account uses geo-redundant storage. Geo-redundant storage ensures multiple copies of the data are available on different physical locations. This ensures no data is lost in case of a catastrophic failure of one of the data centers.

## Security Audits – Vulnerability Assessments

We welcome external security audits and assessments, but need to be informed of any operation that is ongoing on our systems. Therefore any type of security / performance scanning on our infrastructure is prohibited without written approval from UNIZEN.

A vulnerability assessment or security audit can be allowed if:

- methods are limited to non-destructive only;
- tests are only performed within the agreed time window;
- tests are executed on the agreed scope (IP's, machines, domains, ...);
- test results are shared with UNIZEN's security staff immediately after the assessment;
- test results are treated as confidential and are never disclosed towards third parties;
- tests are immediately interrupted on UNIZEN's request.

UNIZEN shall under no circumstances be obliged to allow any external security audits and assessments.

Any costs for executing such security audits / vulnerability assessments shall be borne by the Customer.

# ANNEX 3: Data Processing Agreement

## CONSIDERATIONS

Within the context of the performance of certain activities and services for the Customer, UNIZEN and its Affiliates shall have access to personal data and/or will have to process these personal data, for which the Customer is responsible as 'controller' in accordance with the Privacy Legislation

Through this Data Processing Agreement (hereafter: "**DPA**") Parties wish to determine in writing their mutual agreements with regard to (i) managing, securing and/or processing of such personal data and (ii) Parties' obligation to comply with the Privacy Legislation.

### THEREFORE, PARTIES HAVE AGREED AS FOLLOWS

#### 1. Definitions

In this DPA, the following concepts have the meaning described in this article (when written with a capital letter):

'**Agreement**', '**Application**', '**Personal Customer Data**', '**Privacy Legislation**' and '**Services**' shall have the meaning given to them in the Terms of Service.

'**Controller**', '**Data Subject**', '**Data Breach**', '**Personal Data**', '**Processor**' and '**Process/Processing**' shall have the meaning given to them in the Privacy Legislation.

**Assignment:** All activities, performed by UNIZEN for the Customer, and any other form of cooperation whereby UNIZEN and its Affiliates Process Personal Data for the Customer, regardless of the legal nature of the agreement under which this Processing takes place;

**Sub-processor:** Any Processor engaged and authorised by UNIZEN and its Affiliates to have logical access to and process certain Personal Customer Data in order to provide parts of the Services and technical support.

This DPA includes the following overviews:

- **Overview I:** Overview of (i) the Personal Data, which Parties expect to be subject of the Processing, (ii) the categories of Data Subjects, which Parties expect to be subject of the Processing, (iii) the use (i.e. the way(s) of Processing) of the Personal Data, (iv) the goals and means of such Processing and (v) the term(s) during which the (different types of) Personal Data shall be stored;
- **Overview II:** Overview and description of the security measures taken by UNIZEN and its Affiliates under this DPA.

## 2. Roles of the Parties

Parties acknowledge and agree that with regard to the Processing of Personal Customer Data, the Customer shall be considered 'Controller' and UNIZEN 'Processor'. UNIZEN is allowed to engage Sub-processor(s) pursuant to the requirements set forth in Article 6.

## 3. Use of the Application and/or the Services

3.1 The Customer acknowledges explicitly that:

- (i) UNIZEN purely acts as a facilitator of the Application and/or the Services. Hence, the Customer shall be solely responsible for the use it makes of the Application and/or the Services;
- (ii) It shall be solely responsible to comply with all laws and regulations (such as but not limited to the retention period) imposed on it when making use of the Application and/or the Services.

3.2 In case of misuse by the Customer of the Application and/or the Services, the Customer agrees that UNIZEN and its Affiliates can never be held liable in this respect nor for any damage that would occur from such misuse.

3.3 The Customer therefore undertakes to safeguard UNIZEN and its Affiliates when such misuse would occur as well as for any claim from a Data Subject and/or third party due to such misuse.

## 4. Object

4.1 Customer acknowledges that as a consequence of making use of the Application and the Services, the latter shall Process Personal Customer Data.

4.2 UNIZEN shall Process the Personal Customer Data in a proper and careful way and in accordance with the Privacy Legislation and other applicable rules concerning the Processing of Personal Data.

More specifically, UNIZEN shall – during the performance of the Assignment – provide all its know-how in order to perform the Assignment according to the rules of art, as it fits a specialized and 'good' Processor.

4.3 Nonetheless, UNIZEN shall only Process the Personal Customer Data upon request of the Customer and in accordance with its instructions, as described in Overview I, unless any legislation states otherwise.

4.4 The Customer, as Controller, owns and retains full control concerning (i) the Processing of Personal Customer Data, (ii), the types of Personal Data Processed, (iii), the purpose of Processing and (iv) the fact whether such Processing is proportionate (non-limitative).

Moreover, the Customer shall be solely responsible to comply with all (legal) obligations in its capacity as Controller (such as but not limited to the retention period) and shall have the sole responsibility for the accuracy, quality, and legality of the Personal Customer Data and the means by which it acquired such Personal Customer Data.

The responsibility and control concerning the Personal Customer Data, subject to this Agreement, shall thus never be vested in UNIZEN and/or its Affiliates.

## 5. Security of Processing

Taking into account the state of the art, UNIZEN implements appropriate technical and organizational measures for the protection of (i) Personal Customer Data – including protection against careless, improper, unauthorized or unlawful use and/or Processing and against accidental loss, destruction or damage – (ii) the confidentiality and integrity of Personal Customer Data, as set forth in Overview II.

## 6. Sub-Processors

6.1 The Customer acknowledges and agrees that UNIZEN may engage third-party Sub-processors in connection with the Assignment. In such case, UNIZEN shall ensure that the Sub-processors are at least bound by the same obligations by which UNIZEN is bound under this DPA

6.2 UNIZEN undertakes to make a list available naming the Sub-processors on which it appeals for the performance of the Assignment. This list shall include the identities of those Sub-processors and their country of location.

6.3 UNIZEN undertakes to inform the Customer in writing of any intended change to the aforementioned list (e.g. adding or replacing a Sub-processor).

6.4 Without prejudice to Article 6.3, the Customer is entitled to object against a new Sub-processor appointed by UNIZEN.

If the Customer wishes to exercise its right to object, the Customer shall notify UNIZEN in writing and in a reasoned manner by the latest within ten (10) days upon receipt of UNIZEN's notice (cfr. Article 6.3).

6.5 In the event the Customer objects to a new Sub-processor and such objection is not found unreasonable, UNIZEN will use reasonable efforts to (i) make available to the Customer a change in the Application and/or the Services or (ii) recommend a commercially reasonable change to the Customer's configuration or use of the Application and/or the Services to avoid Processing of Personal Data by the objected new Sub-processor without unreasonably burdening the Customer.

If UNIZEN is, however, unable to make available such change within a reasonable period of time (which shall not exceed thirty (30) days following the objection of the Customer), the Customer may terminate the Agreement with UNIZEN on the condition that:

- The Application cannot be used by the Customer without appealing to the objected new Sub-processor; and/or
- Such termination solely concerns the Services which cannot be provided by UNIZEN without appealing to the objected new Sub-processor;

And this by providing written notice thereof to UNIZEN within a reasonable time.

## 7. Data Protection Officer

7.1 UNIZEN's parent company (Teamleader NV) has appointed a data protection officer.

7.2 The appointed data protection officer may be reached at [dpo@teamleader.eu](mailto:dpo@teamleader.eu).

## 8. Transfer of Personal Data outside the EEA

Any transfer of Personal Data outside the EEA to a recipient which residence or registered office does not fall under an adequacy decision issued by the European Commission, shall be governed by the terms of a data transfer agreement, which shall contain (i) standard contractual clauses as published in the Decision of the European Commission of February 5, 2010 (Decision 2010/87/EC) or (ii) other mechanisms foreseen by the Privacy Legislation and/or and other applicable rules concerning the Processing of Personal Data.

## 9. Confidentiality

9.1 UNIZEN shall maintain the Personal Data confidential and thus not disclose nor transfer any Personal Customer Data to third parties, without the prior written agreement of the Customer, unless when:

- Explicit written deviation from this provision;
- Such disclosure and/or announcement is required by law or by a court or other government decision (of any kind). In such case, UNIZEN shall, prior to any disclosure and/or announcement, discuss the scope and manner thereof with the Customer.

9.2 UNIZEN and its Affiliates shall ensure that its personnel, engaged in the performance of the Assignment, are informed of the confidential nature of the Personal Customer Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. UNIZEN and its Affiliates shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

9.3 UNIZEN shall ensure that its access to Personal Customer Data is limited to such personnel performing the Assignment in accordance with the Agreement.

## 10. Notification

10.1 UNIZEN shall use its best efforts to inform the Customer within a reasonable term when it:

- Receives a request for information, a subpoena or a request for inspection or audit from competent public authority in relation to the Processing of Personal Customer Data;
- Has the intention to disclose Personal Customer Data to a competent public authority;
- Determines or reasonably suspects a Data Breach has occurred in relation to the Personal Customer Data.

10.2 In case of a Data Breach in relation to the Personal Customer Data, UNIZEN

- Notifies the Customer without undue delay after becoming aware of a Data Breach and shall provide – to the extent possible – assistance to the Customer with respect to its reporting obligation under the Privacy Legislation;
- Undertakes – as soon as reasonably possible – to take appropriate remedial actions to make an end to the Data Breach and to prevent and/or limit any future Data Breach.

## 11. Rights of Data Subjects

11.1 To the extent the Customer – in its use of the Application and/or the Services – does not have the ability to correct, amend, block or delete Personal Customer Data, as required by Privacy Legislation, UNIZEN shall –to the extent it is legally permitted to do so – comply with any commercially reasonable request by the Customer to facilitate such actions.

To the extent legally permitted, the Customer shall be responsible for any costs arising from UNIZEN's provision of such assistance.

11.2 UNIZEN shall, to the extent legally permitted, promptly notify the Customer if it receives a request from a Data Subject for access to, correction, amendment or deletion of that Data Subject's Personal Data (for which the Customer is Controller). UNIZEN shall, however, not respond to any such Data Subject request without Customer's prior written consent except to confirm that the request relates to the Customer to which the Customer hereby agrees.

UNIZEN shall provide the Customer with commercially reasonable cooperation and assistance in relation to the handling of a Data Subject's request for access to that person's Personal Data, to the extent legally permitted and to the extent the Customer does not have access to such Personal Data through its use of the Application and/or the Services.

To the extent legally permitted, the Customer shall be responsible for any costs arising from UNIZEN's provision of such assistance.

## 12. Return and Deletion of Personal Data

12.1 Upon termination of the Assignment or Agreement, UNIZEN shall notify the Customer that it has the possibility during a term, as mentioned in such notification, to export the Customer Data from the Application through the available export tools.

12.2 UNIZEN shall anonymize the Personal Customer Data within twelve (12) months after the Assignment and/or Agreement ends.

## 13. Control

13.1 UNIZEN undertakes to provide the Customer with all information, required by the Customer to allow verification whether UNIZEN complies with the provisions of this DPA.

13.2 In this respect, UNIZEN shall allow the Customer (or a third party on which the Customer appeals) to undertake inspections – such as but not limited to an audit – and to provide the necessary assistance thereto to the Customer or that third party. The costs of such an audit, however, shall be borne by the Customer.

## 14. Miscellaneous

14.1 The DPA lasts as long as the Assignment or Agreement has not come to an end. The provisions of this DPA shall apply to the extent necessary for the completion of this DPA and to the extent intended to survive the end of this DPA (such as but not limited to Article 9 and 15).

14.2 If one or more provisions of this DPA are found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of this DPA shall remain in full force and effect as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, in such event, Parties shall negotiate to replace the invalid provision by an equivalent provision in accordance with the spirit of this DPA. If Parties do not reach an agreement, then the competent court may mitigate the invalid provision to what is (legally) permitted.

14.3 Deviations, alterations and/or additions to this DPA shall only be valid and binding to the extent that they have been accepted in writing by both Parties.

14.4 This DPA and the corresponding rights and obligations that exist in respect of the Parties, cannot be transferred, directly or indirectly, without the prior written consent of the other Party.

14.5 (Repeatedly) non-enforcement by a Party or by both Parties of any right or provision of this DPA, can only be regarded as a toleration of a certain state, and does not lead to forfeiture.

14.6 This DPA prevails to any other DPA between the Parties.

## 15. Applicable Law and Jurisdiction

15.1 All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of this DPA shall be governed by and construed in accordance with Belgian law, without giving effect to any other choice of law or conflict-of-laws rules or provisions (Belgian, foreign or international) that would cause the laws of any country other than Belgium to be applicable.

15.2 Any dispute concerning the validity, interpretation, enforcement, performance or termination of this DPA shall be submitted to the exclusive jurisdiction of the courts of UNIZEN's registered office.



## Overview I – Processing of Personal Customer Data by UNIZEN

*This document entails an overview of the Personal Customer Data UNIZEN is expected to Process on behalf of the Customer in the context of the Assignment as well as the categories of Data Subjects involved, the way(s) of Processing) of Personal Data, the means and purposes of Processing and the term during which the Personal Customer Data shall be stored.*

### **I. Personal Customer Data processed:**

- Name
- First name
- User account
- Password
- E-mail
- Telephone number (land line/mobile)
- Home address
- Bank account number
- Bank code
- Other Personal Data, depending on the free fields added by the Customer

UNIZEN does not, under any circumstances, expect to collect any special categories of Personal Data as defined in the Privacy Legislation, including, but not limited to: information about the Data Subject's health, race, political opinions, religious or other beliefs, sexual orientation, etc. The responsibility for any Processing of such sensitive data through the Application and Services rests entirely with the Customer.

### **II. Categories of Data Subjects:**

- Employees
- Prospects
- Customers
- Suppliers
- Business partners
- Service providers
- Other

### **III. The use of Personal Customer Data, means and purposes of Processing:**

- Use of Personal Data:
  - Storage in the Application
  - Processing

- Means of Processing:
  - UNIZEN's Application
  - Integrations
  
- Purpose of Processing:
  - Integrations
  - Management of tasks, meetings, calls
  - Adding Personal Customer Data to the CRM-tool in order to follow-up sent emails and management of contacts and companies
  - Follow-up sales project (incl. quotation management)
  - Project planning (incl. internal projects)
  - Invoicing
  - Management of users / teams of users of the Application
  - Time tracking
  - Creation and management of support tickets (incl. statistics thereof)
  - Creation and management of targets
  - Voice-over-Ip
  - Management of (targeted) mailings
  - Creation and management of delivery notes
  - Creation and management of orders
  - Creation, planning and management of events
  - Saving and collecting documents
  - Creation of UNIZEN accounts by the Customer
  - Management of stock

#### **IV. Retention period:**

UNIZEN shall retain the Personal Customer Data as long as the Assignment and/or the Agreement is ongoing. UNIZEN shall anonymize the Personal Customer Data within twelve (12) months after the Assignment and/or Agreement ends.

Upon termination of the Assignment and/or the Agreement, UNIZEN shall be entitled to retain the anonymized Personal Customer Data (or part thereof) for statistical and analytical reasons as well as for its commercial purposes.

## Overview II – Description of security measures taken by UNIZEN

*This document entails the technical and organizational security measures implemented by UNIZEN in support of its (Processing) activities in the context of the Assignment, as set forth by the Privacy Legislation.*

### **I. Access Control of Processing Areas (Physical)**

Web applications, communications and database servers of UNIZEN are located in secure data centers within the European Economic Area, which are operated by Azure. UNIZEN has made the necessary contractual arrangements in order to be compliant with the standards and obligations as set forth in the Privacy Legislation.

### **II. Access Control to Personal Data Processing Systems (Logical)**

UNIZEN has implemented suitable measures to prevent its Personal Data Processing systems from being used by unauthorized persons.

This is accomplished by:

- Establishing the identification of the terminal and/or the terminal user to the UNIZEN systems;
- Automatic time-out of user terminal if left idle. Identification and password required to reopen;
- Automatic lock out of the user ID when several erroneous passwords are entered. Events are logged and logs are reviewed on a regular basis;
- Utilizing firewall, router and VPN-based access controls to protect the private service networks and back-end-servers;
- Ad hoc monitoring infrastructure security;
- Regularly examining security risks by internal employees and third party auditors;
- Issuing and safeguarding of identification codes;
- Role-based access control implemented in a manner consistent with principle of least privilege;
- Access to host servers, applications, databases, routers, switches, etc., is logged;
- Making use of commercial and custom tools to collect and examine its Application and system logs for anomalies.

### **III. Availability Control**

UNIZEN has implemented suitable measures to ensure that Personal Data is protected from accidental destruction or loss.

This is accomplished by:

- Redundant service infrastructure;

- Constantly evaluating data centers and Internet service providers (ISPs) to optimize performance for its customers in regards to bandwidth, latency and disaster recovery isolation;
- Situating data centers in secure co-location facilities that are ISP carrier neutral and provide physical security, redundant power, and infrastructure redundancy;
- Service level agreements from ISPs to ensure a high level of uptime;
- Rapid failover capability.

#### **IV. Transmission Control**

UNIZEN has implemented suitable measures to prevent Personal Data from being read, copied, altered or deleted by unauthorized parties during the transmission thereof or during the transport of the data media.

This is accomplished by:

- Use of adequate firewall and encryption technologies to protect the gateways and pipelines through which the data travels;
- Sensitive Personal Data is encrypted during transmission using up to date versions of TLS or other security protocols using strong encryption algorithms and keys;
- Protecting web-based access to account management interfaces by employees through encrypted TLS
- End-to-end encryption of screen sharing for remote access, support, or real time communication.

#### **V. Input Control**

UNIZEN has implemented suitable measures to ensure that it is possible to check and establish whether and by whom Personal Customer Data have been entered into Personal Data Processing systems or removed.

This is accomplished by:

- Authentication of the authorized personnel;
- Protective measures for Personal Data input into memory, as well as for the reading, alteration and deletion of stored Personal Data, including by documenting or logging material changes to account data or account settings;
- Segregation and protection of all stored Personal Data via database schemas, logical access controls, and/or encryption;
- Utilization of user identification credentials;
- Physical security of data processing facilities;
- Session timeouts.

## **VI. Monitoring**

UNIZEN does not access Personal Customer Data, except:

- To provide the required services under the Agreement with the Customer;
- In support of its customer experience;
- As required by law; or
- Upon request of the Customer.

This is accomplished by:

- Individual appointment of system administrators;
- Adoption of suitable measures to register system administrators' access logs to the infrastructure.