

General Terms and Conditions

Version date : September 2018

This document is a translation of the Connectis Voorwaarden. In case of any conflict, discrepancy or matter of interpretation the Dutch version shall prevail.

General

1. Definitions

- 1.1. Offer: a noncommittal invitation to obtain the Services from Connectis.
- 1.2. General Terms and Conditions: these General Terms and Conditions.
- 1.3. Connectis: Connected Information Systems B.V. (Trade Register number 24444001) of Weena 327-329, 3013 AL, Rotterdam, trading as 'Connectis'.
- 1.4. Services: the digital log-in solutions that Connectis offers and provides in the form of software-as-a-service, e.g. the Connectis Identity Broker.
- 1.5. eHerkenning: the services that Connectis offers as a Member of the Electronic Access Service Trust Framework.
- 1.6. End User Licence Agreement (EULA): the licence agreement pertaining to the Connectis Adapter.
- 1.7. Conditions of Use for Electronic Access Services:
- 1.8. <https://afsprakenstelsel.etoegang.nl/display/as/Gebruiksvoorwaarden+Elektronische+Toegangsdiensten> as applicable to eHerkenning.
- 1.9. Client: any party to whom Connectis has made an Offer.
- 1.10. Quotation: a document setting out an Offer, including the term, price and conditions of the Services offered.
- 1.11. Contract: the written agreement between Connectis and the Client defining the basis on which the Services are to be provided, of which these General Terms and Conditions form an integral part.
- 1.12. Service Level Agreement (SLA): the SLA of Connectis and, in the case of eHerkenning services, the SLA of the trust framework:
- 1.13. <https://afsprakenstelsel.etoegang.nl/display/as/Service+level>

2. Subject

- 2.1. These General Terms and Conditions apply to the digital log-in Services that Connectis offers and provides, including services involving eHerkenning, eIDAS, DigiD, Own IDP and social identities.

3. Applicable regulations

- 3.1. Where the Services involve eHerkenning, the following documents apply:
 - Quotation/Contract
 - EULA
 - Conditions of Use for Electronic Access Services
 - Electronic Access Service Trust Framework SLA
 - General Terms and Conditions

- 3.2. Where the Services do not involve eHerkenning, as referred to in Article 3.1, the following documents apply:
- Quotation/Contract
 - EULA
 - Connectis SLA
 - General Terms and Conditions

4. Precedence

- 4.1. In the event of a conflict between the documents referred to above, the document named first in the following list shall prevail:
- Quotation/Contract
 - SLA
 - General Terms and Conditions
 - eRecognition Conditions of use
 - General Terms and Conditions Connectis

5. Invalidity of provisions

- 5.1. If any provision of these General Terms and Conditions should prove invalid, the provision in question shall be automatically amended to a valid form that reflects the intention of the original provision as closely as possible.

6. Amendments

- 6.1. Connectis shall be entitled to amend these General Terms and Conditions. If an amendment influences the rights or obligations of the Client, Connectis shall draw the amendment to the Client's attention by electronic means.
- 6.2. The amended General Terms and Conditions shall apply to all current contracts between Connectis and the Client from the date that the amendment is drawn to the Client's attention in accordance with Article 6.1.
- 6.3. The current version of these General Terms and Conditions is always available on www.connectis.com.

Offer and Quotation

7. Status and content of Quotation

- 7.1. The Quotation constitutes an Offer. No rights may be derived from the contents of the Quotation. The Quotation merely provides indicative information concerning the price and the Services offered.
- 7.2. The Quotation and the Offer shall become definitive when signed by the Client, returned to Connectis and received within the Offer validity period specified in the Quotation. The signed Quotation shall form an integral component of the Contract, unless no contract is signed, in which case the Quotation shall constitute the Contract.
- 7.3. These General Terms and Conditions apply to the Quotation and Contract if the Quotation makes reference to them.

8. Price

- 8.1. If the Contract is tacitly renewed, Connectis shall be entitled to adjust the price after informing the Client accordingly.

9. Commencement of service provision

- 9.1. Provision of the Services shall commence on the date specified in the Quotation. If no commencement date is specified, provision of the Services shall commence once the first sum invoiced in accordance with Article 25 (Payment) has been paid.
- 9.2. The Services shall commence with a pre-production environment. The Client is responsible for the suitability of and integration with the Client's systems.

Contract

10. Contract closure

- 10.1. Contract closure shall require the Contract to be in written form and signed by the Client.
- 10.2. The Contract shall set out or make reference to all matters agreed between Connectis and the Client.

11. Guarantees

- 11.1. Connectis makes no guarantees regarding the Services, except insofar as stated in the Contract and/or SLA.

12. Amendment

- 12.1. An amendment or addition to the Contract shall be valid only if agreed in writing (whether in electronic or printed form), complete with a reference or references to the numbered provision(s) of the Contract amended or supplemented.

13. Suspension

- 13.1. Connectis shall be entitled to suspend fulfilment of the Contract if the Client fails to fulfil payment obligations towards Connectis. The Client shall not be entitled to suspend payment obligations.
- 13.2. Connectis shall not be liable for the consequences of exercising its right to suspend fulfilment of the Contract.

14. Termination

- 14.1. Upon termination of the Contract, the Client shall delete all software and documentation to which Article 20 (Intellectual property) applies. The Client's right of use (Article 19) shall lapse upon termination of the Contract.
- 14.2. At either party's request, the other party shall provide details of the data received from the first party. At the first party's request, the receiving party shall delete such data, except insofar as retention is necessary for fulfilment of a statutory or contractual obligation.

Services

15. Installation

15.1. The Client shall be responsible for connection to and installation in the Client's ICT environment. Connectis shall endeavour to provide support where possible, by means of the Connectis Adapter, for example.

16. Support

16.1. The Client shall be entitled to support only for the term of the Contract. Connectis shall endeavour to provide competent and prompt support.

16.2. Connectis does not guarantee response times, resolution times or turnaround times, except insofar as stated in the Contract and/or SLA.

17. Security

17.1. Connectis shall endeavour to secure the Services and software to current standards and using the latest technology. Connectis's Services shall take the form of cloud services, whose hosting is contracted to certified data centres in the Netherlands.

17.2. Connectis is certified to ISO 27001 and shall upon request provide the Client with evidence of certification.

17.3. If the Client becomes aware of a security flaw in the Software or an associated data breach, the Client must inform Connectis immediately. Details of the issue or incident shall be treated as confidential by both Parties, with a view to minimising the consequences for the Parties themselves and for third parties. Connectis shall endeavour to rectify the situation as quickly as possible, so as to minimise the impact of the issue or incident, and shall then where possible inform affected parties.

18. Availability

18.1. Connectis shall endeavour to keep the Services available to the Client at all times. However, Connectis makes no guarantees regarding availability, except insofar as stated in the Contract and/or SLA.

19. Use

19.1. Following closure of the Contract, the Client shall be entitled to use the Services. The right of use shall be non-transferable and non-exclusive; it shall exist for the term of the Contract.

19.2. The Client shall use the Services exclusively for the Client's own organisation and for purposes consistent with Article 2 (Subject).

19.3. The Client shall not use the Services offered by Connectis in an unreasonable manner. Unreasonable use shall be deemed to include:

- Exceeding the number of connections permitted under the Contract;
- Unauthorised penetration of Connectis's systems;
- Causing spikes in the load on Connectis's systems in an inappropriate manner.

19.4. Exceeding the assigned transaction bundle shall not be deemed unreasonable use. If the transaction bundle is exceeded, Connectis and the Client shall discuss the implications and modification of the transaction bundle.

20. Intellectual property

- 20.1. Connectis's Services are designed for remote access. The Client connects to the Services using on-premise software (the Connectis Adapter) or using independently created or obtained software. With regard to the intellectual property rights associated with the Services and software, other than the Client's independently created or obtained software, the provisions of the following clauses shall apply.
- 20.2. The intellectual property rights to the software or documentation, and to all elements thereof, such as source code and object code, shall lie exclusively with Connectis. The Client shall receive only the right of use, as specified in the Contract/Licence. If the Contract makes no provision for the right of use, the following provisions apply:
- 20.3. The Client shall be granted a non-transferrable, non-sublicensable, temporary, non-exclusive, global licence to use the software and documentation for the term of the Contract, for the benefit of the Client's organisation only.
- 20.4. If the Client makes use of the Connectis Adapter, the EULA shall apply.
- 20.5. Connectis indemnifies the Client against all third-party claims asserting that the software and/or documentation infringes third-party intellectual property rights. Indemnification is subject to the following conditions:
- The Client must inform Connectis in writing of the claim, providing full details.
 - Connectis shall be entitled to assume responsibility for contesting the claim by judicial and extrajudicial means.

21. Maintenance

- 21.1. The Client shall not independently undertake or arrange maintenance without Connectis's prior written consent.
- 21.2. In the event of failure to abide by clause 1, all guarantees and outcome undertakings made to the Client shall be void. Connectis shall not be liable for the consequences of failure to abide by clause 1.

22. Updates/upgrades

- 22.1. Connectis's Services take the form of software-as-a-service and are subject to diligent continuous development. In that context, Connectis shall conduct itself in the manner that may reasonably be expected of a provider of such services.
- 22.2. The Client shall be entitled to receive all updates/upgrades to the Services and shall implement updates/upgrades without undue delay and in compliance with Article 15 (Installation).

23. Bespoke services

- 23.1. Connectis shall not make bespoke modifications to the software, except insofar as explicitly provided for in writing in the Contract. Articles 20.2 and 20.3 (Intellectual property) apply equally in respect of rights to intellectual property created by bespoke modifications to the software.

24. Third parties

- 24.1. Connectis shall be entitled to engage third parties for fulfilment of the Contract and provision of the Services.
- 24.2. The Client hereby consents to Connectis's engagement of subcontractors/third parties for fulfilment of the Contract.

25. Payment

- 25.1. Following the signing of the Contract in accordance with Article 10 (Contract closure), Connectis shall send the Client an invoice stating the sum payable, the goods and services to which that sum relates, and details of the bank account to which payment should be made.
- 25.2. The Client shall be required to pay for the entire period and in accordance with the payment schedule stated in the Contract. The period shall be deemed to start at the time and date of commencement of the Services, as referred to in Article 9 (Commencement of service provision), regardless of whether the Client has discharged the responsibilities referred to in Article 9.2.
- 25.3. The invoice must be settled by payment to the specified bank account, within thirty days of the invoice issue date.

Risks

26. Liability

- 26.1. In relation to each claim or group of related claims, Connectis's total liability for damages of whatever kind and of whatever cause shall be limited to the amount that the Client has paid Connectis up to the relevant point in time.
- 26.2. The exclusions of and limitations to liability provided for in this article shall be invalid if and insofar as damages are the consequence of malicious act or wilful recklessness for which Connectis is exclusively accountable.

27. Force majeure

- 27.1. Connectis shall not be obliged to fulfil any obligation when prevented by force majeure. Without excluding or limiting any applicable statutory provision, force majeure shall be deemed to include at least the following:
- internet and power supply outage;
 - force majeure affecting suppliers to Connectis or to third parties;
 - failure to adequately fulfil an obligation on the part of a supplier or third party recommended to Connectis by the Client;
 - statutory obligations;
 - industrial action;
 - government intervention.
- 27.2. If force majeure persists for more than ninety days, each party shall be entitled to terminate the Contract.

28. Confidentiality

- 28.1. Each Party shall ensure that all data received from the other Party that is known to be confidential or may reasonably be assumed to be confidential is treated accordingly. Any data that either party designates as confidential shall be deemed to be so.
- 28.2. Neither Party shall make information or data received from the other Party available to any third party, or disclose such information or data to the first Party's personnel and/or to any third party, except insofar as necessary for fulfilment of the Contract. Each Party shall use confidential data only for the purposes for which it is provided.

29. Penalties

- 29.1. In the event of a breach of Article 19 (Use) or Article 20 (Intellectual property), the Client shall immediately inform Connectis in writing, giving details of the nature and timing of the breach, and any other potentially relevant information. The Client shall additionally take all reasonable steps to prevent any further breach. Moreover, the Client shall assist Connectis in any way necessary in the defence of Connectis's rights, including but not restricted to enabling Connectis to take any legal or other steps to prevent further breaches.
- 29.2. In the event of a breach of Article 19 (Use) or Article 20 (Intellectual property), the Client shall be liable to pay Connectis a penalty equal to three times the sum payable for the commission; the penalty shall be payable immediately and shall not be offsettable.
- 29.3. The foregoing provisions shall not diminish Connectis's entitlement to exercise any other statutory or contractual right, including but not limited to the right to seek compensation for damages in addition to the penalty referred to above or otherwise.

30. Applicable law

30.1. The Contract and these General Terms and Conditions shall be governed exclusively by Dutch law.

31. Disputes

31.1. In the event of a dispute arising between Connectis and the Client, the Parties shall endeavour to reach an amicable negotiated settlement before seeking judicial remedy.

31.2. The Rotterdam High Court is exclusively competent to consider a dispute between the Client and Connectis.