

General Terms and Conditions of Ezora Limited, trading as Ezora

SECTION A: General

1 Definitions

- 1.1 In these terms and conditions, the following terms start with a capital letter. These terms are understood to include:
- 1.2 General Terms and Conditions: the general terms and conditions in which the conditions for the use of the Webservice and the related services offered by Ezora are described.
- 1.3 Order Form: an Order Form for the Webservice, on which all the address details of the Customer are indicated, together with the Standard Prices that Ezora will charge the Customer during the term of the Agreement. Ezora uses different Order Forms for different target groups or Customers.
- 1.4 Service Level Agreement (SLA): a description or summary of the minimum acceptable service level that Ezora uses to provide its Webservice as well as a description of the consequences if Ezora imputably fails to satisfy or insufficiently fulfils the service level. The SLA is included in these General Terms and Conditions as Section B.
- 1.5 Agreement: the agreement relating to the Webservice and/or a related service, comprising these General Terms and Conditions and the Order Form. If a separate written agreement is entered into for a related service, this is included in this definition.
- 1.6 Webservice: the online web-application for accounting process automation, reporting and analysing financial and non financial data that was designed, maintained and supplied by Ezora. The web-application is offered from a central location as a shared generic solution. The Web service is not specifically maintained for one Customer.
- 1.7 Customer: the natural or legal person with whom Ezora enters into the Agreement for the provision of the Webservice and/or related service.
- 1.8 Super User: a natural person who as End User also has management rights and who is appointed by the Customer as administrator of the Environment of the Customer. If the Customer has an Account within an Environment of an accounting (or similar) organisation, only the latter may appoint a Super User.
- 1.9 End User: a natural person who under the responsibility of the Customer uses the Webservice and who as user of the Webservice can login in the Environment of the Customer, or the Environment of the accountant of the Customer, and access one or more Accounts.
- 1.10 Environment: an environment within the Webservice with a collection of Accounts associated with one Customer or accounting (or similar) organisation, to which only the End Users of this Customer or accountant have access.
- 1.11 Account: a specific accounting record for a certain natural person or legal person within an Environment to which End Users optionally have access.
- 1.12 Standard Price: the applicable price per End User or per Account pursuant to the applicable price list of Ezora and pursuant to the pre-defined values on the Order Form at the moment of concluding the Agreement.
- 1.13 Servers: a collection of dedicated computers and related hardware managed by or on behalf of Ezora, upon which is installed webserver software, support software or database software for providing the Webservice via the Internet.
- 1.14 Ezora: Ezora Limited (Chamber of commerce number 462712), with its registered office in Dublin.
- 1.15 Partners: In certain geographic areas, Ezora have appointed third parties that provide support, training and account management on behalf of Ezora. Your dedicated partner is specified on the Order Form.

2 Applicability

2.1 These General Terms and Conditions, with the exclusion of the General Terms and Conditions of the Customer, apply to any legal acts, applications, Order Forms, the Webservice and the Agreements concluded and to be concluded and are, in particular, considered to form a part of all offers of Ezora and the Agreement.

3 Order of priority

3.1 If differences exist in the text of different documents that form a part of the Agreement, the following order of priority applies: i) the Order Form; ii) conditions that vary with respect to these General Terms and Conditions that have been agreed separately in writing; iii) these General Terms and Conditions; iv) any further agreement(s) for related services.

4 The Webservice

4.1 Ezora will grant the Customer access during the term of the Agreement to the Webservice and keep the Webservice operational in accordance with that stipulated in the Agreement concerned. To that end, Ezora will send the Customer the URL of the Webservice, a user name, a password and the code of the Environment within 2 (two) working days after the date of entry into force of the Agreement. The Super User can use these to configure and manage the Environment for other End Users.

4.2 If the Customer is not an accounting (or similar) organisation, the Customer can himself create new Super Users, End Users or Accounts. The Customer is automatically invoiced per whole month for each Account registered (irrespective of on which day of the month the registration occurs).

4.3 If the Customer is an accounting (or similar) organisation, the Customer can register its own customers for use of the Webservice. The Customer is automatically invoiced per whole month for its own customers that it registers (irrespective of on which day of the month the registration occurs). The Customer remains responsible for the timely removal from the Environment of any Account on which the Customer of the Customer has cancelled his subscription with the Customer, where the agreed period of notice must be respected.

4.4 Except in the situation in which the Customer keeps an Account via an accounting (or similar) organisation, the Customer may create an unlimited number of Accounts within the Environment, where for each Account the Standard Price is charged, or, if different, according to the prices stated on the Order Form.

4.5 If the Customer is an accounting (or similar) organisation, the Customer may create an unlimited number of Accounts within the Environment, where the Standard Price for Accounts is charged, or if different, the Standard Price that is indicated for an Account on the Order Form.

4.6 Accounts and End Users of the type Demo and Test are free.

4.7 Ezora will provide the Webservice pursuant to the service levels indicated in the SLA. If Ezora does not realise a certain service level described in the SLA, the SLA determines what the consequences are of this. In so far as the SLA quotes availability percentages, they are measured over a calendar month and at the closest measuring point. Availability is understood to mean that the Webservice is available on the internet at the URL provided to the Customer and that the Webservice is actually provided on the Server. Availability is not understood to mean the existence of a working point-to-point connection between the systems of the Customer and the Servers. Ezora cannot after all exercise any influence over the systems at the Customer and the connecting internet infrastructure.

4.8 Ezora has the right to modify the offered functionality of the Webservice from time to time to improve or change the functionality and to correct errors. Ezora will make every effort to solve any errors in the Webservice, but it cannot guarantee that all the errors are indeed corrected. If a modification results in a change in the functionality, Ezora will inform the Customer about this via an overview in the Webservice. The Webservice is provided in an identical fashion to many Customers. For this reason, omitting or implementing a certain change for a specific Customer is not possible.

5 Use of the Webservice

5.1 The End Users determine which (financial) information is saved and/or exchanged using the Webservice. Ezora has no knowledge of this information. The Customer is also responsible for ensuring that this information is lawful and that it does not breach the rights of third parties. Ezora does not accept any liability whatsoever for the information saved and/or exchanged using the Webservice. The Customer indemnifies Ezora against claims from third parties that are based on an allegation that the information saved and/or exchanged by the Customer or End Users using the Webservice is unlawful.

5.2 Ezora is not responsible for the financial correctness of the data or for the following by End Users of the accounting regulations applicable at the Customer. Ezora makes every effort to ensure the correct bookkeeping and validation of the financial transactions provided. However, information that is incorrectly provided by the End Users, which may be valid for accounting purposes, can never be recognised as such by the Webservice and it will consequently be incorrectly saved or entered.

5.3 If it becomes apparent to Ezora that the information that was saved and/or exchanged by the End Users using the Webservice is unlawful, then it will act promptly to delete the information or block the access to it. In no case shall Ezora be held liable for damages flowing from this.

5.4 Ezora, the Customer and the End Users are obliged to keep the user names and passwords provided by Ezora or created by the End Users secret. Ezora is not liable for misuse or loss of user names and passwords by the Customer, and it may assume that the End Users who login using a user name and password are actually the End Users who have been authorised to do so by the Customer. The moment the Customer knows or has reason to suspect that the user names and passwords have fallen into the hands of unauthorised persons, Ezora must be immediately informed about this in writing or by telephone.

5.5 Each End User can change their own password.

5.6 The End Users are obliged to carefully observe the user instructions and directions of Ezora and are bound to the applicable practices of normal use of a Webservice such as that belonging to Ezora.

5.7 Ezora and the Customer are not authorised to transfer the rights and obligations flowing from the Agreement to a third party without prior written permission from the opposite party. This permission will not be refused without reasonable grounds; Ezora is, however, authorised to attach conditions to granting its permission.

5.8 Ezora applies no fixed limit to the quantity of data that the Customer may (have) process(ed). However, this does not mean that Ezora will permit an unlimited processing of such data. In the case of higher than average use per month with respect to the number of paying Accounts per Environment, Ezora will inform the Customer about this. When the Customer does not wish to reduce its use, Ezora reserves the right to charge a higher fee. If the Customer does not wish to pay the higher fee, the Customer has the right to immediately dissolve the Agreement at no cost within 30 (thirty) days.

5.9 If the Customer wishes to use its own system for user management and therefore let one or more End User(s) login via Single Sign-on, then an additional signed declaration must be issued by Ezora which can be obtained on request.

6 Support, Training & Advice

6.1 The Customer has the right to online support, as described in the Service Level Agreement, for the use of the Webservice with respect to the functionality of the Webservice. Ezora can only offer support if the Customer uses operating systems that are at the moment of support supported by the manufacturer of the operating systems. First-line support is provided via an online helpdesk function within the Webservice of Ezora or by telephone via a paid telephone number. Ezora grants at least 1 (one) End User per Environment the right to approach the first-line helpdesk; other End Users can address their questions to the End User who has access the first-line helpdesk, who in his/her turn can approach the Ezora helpdesk as second-line helpdesk. Ezora will endeavour to adequately answer questions. Ezora cannot vouch for the correctness and/or completeness of the answers. Internal questions regarding the method of accounting or the internal bookkeeping regulations within the organisation of the Customer will not be handled.

6.2 Ezora or its partners can provide training to Customers. Please contact your dedicated partner for the details on training.

6.3 The Customer and Ezora or its Partners can separately and in writing agree on additional consultancy and/or advisory services. Ezora will make every effort to carefully perform such services in accordance with the written agreements and procedures determined with the Customer. All such services of Ezora are performed based on an obligation to perform to the best of one's abilities, even if Ezora explicitly promises a specific result. If it is agreed that the consultancy and/or advisory services will be given in phases, Ezora is authorised to defer the commencement of the services that form a part of a phase until the Customer has approved the results of the preceding phase in writing. Ezora is obliged to follow sound instructions regarding the performance of the service that are provided in good time by the Customer only if this is explicitly agreed in writing and if this does not require extra work. If an agreement to provide a service is entered into with the view of having it performed by a certain person, Ezora is at all times authorised to replace this person with another person after notifying the Customer. For the consultancy and/or advisory services, the then applicable hourly rate applies. Travelling and other expenses must be reimbursed in full, unless the consultancy and/or advisory services take more than 8 (eight) man-hours. In the absence of an explicitly agreed invoicing schedule, all amounts relating to the consultancy and/or advisory services provided by Ezora are payable in arrears once a calendar month.

7 Confidentiality

7.1 Both Ezora and the Customer will observe confidentiality with respect to data and information regarding the business affairs of the other part(y/ies) obtained for the implementation of the Agreement. In particular, Ezora will observe confidentiality with respect to the data and information that is saved and/or exchanged using the Webservice, in so far as Ezora has cognizance hereof.

7.2 The staff of Ezora who will be given access to the Webservice or Servers will each personally sign a confidentiality agreement with Ezora regarding this saved data. Moreover, a Code of Conduct has been drawn up that will be sent on request.

8 Privacy and security

8.1 Ezora processes personal data for and on behalf of the Customer. Ezora and the Customer are therefore obliged under the General Data Protection Regulation (GDPR) to conclude a Processor Agreement. Under the GDPR Ezora is the 'Processor' and the Customer is the 'Controller'. The Processor Agreement is included as part of this Agreement in Section C.

8.2 All staff who act under the authority of Ezora, and who have access to the personal data, will also observe confidentiality with respect to the personal data of which they become cognizant, unless a law prescribes otherwise.

8.3 Ezora will according to one's best abilities take measures to protect the information saved on the Servers. These measures will be appropriate, while accounting for the state of the technology and the costs that are incurred here. In particular, Ezora will make every effort to prevent unauthorised persons from accessing the data of the Customer. The information regarding these measures will be made available to the Customers for inspection on request, to a limited and responsible extent, at the offices of Ezora. The End Users are expected to use the customary security measures that should in fairness be installed on a computer, such as anti-virus, anti-spam, anti-spyware, anti- malware, anti-phishing and firewall software, as well as the security measures that Ezora makes available.

9 Intellectual property rights

9.1 All intellectual or industrial property rights relating to the Webservice rest exclusively with Ezora and/or its licensors. Entering into the Agreement, the use of the Webservice or any other information transfer of Ezora to the Customer does not confer any transfer of copyright or of any other intellectual or industrial property rights relating to the Webservice. The data entered or provided by the End Users are the property of the Customer. All (rights attached to the) database structure or way of saving the data of the Customer is the property of Ezora.

9.2 The actual use (including, but not limited to, the user name, password and/or name of the Environment) of the Webservice is not transferable, without prior written permission from Ezora.

9.3 By signing the Agreement, the Customer acquires a right to use the Webservice only during the term of the Agreement.

10 Fee and payment

10.1 The Customer must pay Ezora a monthly fee for the use of the Webservice. The size of the fee is determined in accordance with article 4.2 and 4.3. In addition, there maybe an extra fee for the use of certain functions that are charged for based on the amount of use. In determining the fee for the Accounts, the calculation is made based on the maximum number of Accounts that existed in a certain period in the Environment. The fees quoted are unless explicitly otherwise stated in Euros and excluding VAT. Ezora has the right to increase the Standard Prices once a year by an amount equal to the CBS cost-of-living index in the Netherlands. Ezora will inform the Customer of an intended price increase at least 1 (one) month in advance.

10.2 The Customer must also pay all pre-agreed amounts for consultancy services, including the work performed by Ezora staff for the Customer, training, certification courses, etc. The offer will, if applicable, be sent separately.

10.3 Exceeding any pre-agreed budget can only occur with mutual consent and after receiving written consent from the Customer.

10.4 Ezora will send the Customer an invoice each month for the use of the Webservice. The Customer must pay the amounts charged no later than 14 (fourteen) days after the invoice date. If the Customer fails to do this, then the Customer will receive a reminder. If payment remains unforthcoming, Ezora reserves the right to charge all (extrajudicial) costs (and costs of litigation) plus the statutory interest and/or contract out the recovery of the debt. The costs associated with this will be charged to the Customer.

10.5 The Customer is during the term of the Agreement always obliged to pay the monthly fees for at least the initial number of End Users, as stated on the Order Form.

10.6 If a payment is not paid in advance, the Customer is automatically in default. Ezora is in this case authorised to temporarily suspend the Webservice, until the Customer fulfils the obligations.

10.7 Ezora is authorised to read out, whether or not automatically, the data entered in the user management and to use this to ensure correct calculation and invoicing to the Customer. In addition, Ezora has the right to check the numbers and types of End Users and Accounts to verify their correctness.

11 Force majeure

11.1 There is no question of an attributable shortcoming on the part of Ezora if it concerns force majeure. Force majeure is understood, though not exclusively, to mean a non-attributable shortcoming on the part of the suppliers of Ezora, measures or regulations of government bodies, strikes, disruptions in the electrical power supply, internet connections and/or in the telephone network and moreover all circumstances where it can in fairness no(t) (longer) be expected that Ezora fulfils its obligations towards the Customer.

11.2 If Ezora is hindered from fulfilling an obligation flowing from the Agreement as a consequence of force majeure, then Ezora is not obliged to fulfil the obligation for as long as the force majeure continues. During the period of the force majeure, the Customer is authorised to suspend payment with respect to the End Users and Accounts.

11.3 When the force majeure situation continues for longer than 7 (seven) working days, the Customer has the right to dissolve the Agreement by informing Ezora by registered post. Services that have already been performed will be charged pro rata.

11.4 If the Customer cannot fulfil an obligation flowing from the Agreement as a consequence of the force majeure, Ezora may unilaterally terminate the Agreement after a period of 14 (fourteen) working days, without Ezora being obliged to pay any compensation for any damages that the Customer may suffer as a consequence of this. The Customer's obligation to pay remains unimpaired until the moment of termination.

12 Liability

12.1 The total liability of Ezora owing to an attributable shortcoming in the fulfilment of the Agreement and/or arising from acting unlawfully is limited to compensating the direct loss suffered by the Customer up to a maximum amount (excl. VAT) that the Customer has paid for the use of the Webservice to Ezora in the 12 (twelve) months preceding the moment that the loss-causing event occurred. Direct loss is explicitly understood to mean: a) the costs that the Customer has incurred for necessarily keeping operational its old system or systems and associated facilities, owing to the fact that Ezora has not fulfilled an obligation on a date to which it was bound, minus any savings that resulted from the delayed fulfilment; b) reasonable costs incurred in determining the cause and the extent of the loss, insofar as the determination relates to the direct loss in the sense of this article; c) reasonable costs incurred to prevent or limit the loss, insofar as the Customer can demonstrate that these costs resulted in limiting the direct loss in the sense of this article.

12.2 Ezora is not liable for all other losses other than direct loss, such as, but not limited to, indirect loss, including consequential loss, lost profit, missed savings and loss due to business stagnation. Neither is Ezora liable for the damage or loss of saved data, including data relating to the Account, irrespective of whether this data has a monetary value.

12.3 If a case of damage occurs and is detected, the Customer must immediately report this to Ezora by registered post, but in any case no later than within 10 (ten) working days. If this is not done, then any right to compensation lapses. However, Ezora will without prejudicing this endeavour to solve the problem.

12.4 Except in the cases referred to in articles 12.1 and 12.2, Ezora is in no way liable for damages, irrespective of the grounds on which such a claim for damages is based. The limitation of liability referred to in this article does not apply if the loss is the consequence of the demonstrable intentional or deliberate recklessness of Ezora, its directorate or managerial staff.

12.5 If a certain act of the Customer or End Users demonstrably endangers the general working of the Webservice, Ezora is authorised to deny or block access to the Webservice for a certain period of time, without further giving notice or warning.

13 Term and termination

13.1 An Agreement takes effect on the date stated at the beginning of the Agreement, in the absence hereof on the date of signing the Order Form by Ezora, or on the day that an End User first uses the Webservice if this is earlier than the preceding two situations.

13.2 The Agreement is entered into for an indefinite period of time and for a minimum of one (1) year, unless otherwise agreed in writing, and the Customer can after this initial period of 1 (one) year at any time give notice to terminate the Agreement, at the end of a calendar month, subject to a period of notice of 2 (two) months. Ezora is obliged to support the Webservice at least during the term of one year and can at any time terminate the Agreement subject to a period of notice of at least 6 (six) months. Both parties must terminate the Agreement in writing by registered post.

13.3 Both Ezora and the Customer are authorised, without being obliged to pay damages, to partially or wholly dissolve the Agreement by registered post or institute proceedings to dissolve the Agreement if: a) the opposite party attributably fails to fulfil 1 (one) or more of its obligations after it has been informed in writing that it has been given a reasonable period of 30 (thirty) days to fulfil this/these obligation(s); b) the opposite party is granted a suspension of payments or files a petition for suspension of payments or bankruptcy; c) the opposite party is declared bankrupt; d) the business of the opposite party is liquidated.

13.4 After terminating the Agreement, for whatever reason, the right of the Customer to use the Webservice lapses immediately and Ezora is no longer obliged to allow the Customer and/or End Users to access the Webservice. The Customer will immediately destroy the user names and passwords that were provided. Amounts for which Ezora has invoiced before the termination in connection with that which it has already properly performed or supplied within the scope of performing the Agreement, remain due without being prejudiced and are immediately due and payable at the moment the Agreement is terminated. Ezora will, at the request of the Customer, make the data entered or supplied by the End Users via the Webservice available to the Customer, until the termination of the Agreement, on a CD-ROM in a generally accessible file format, if the Customer submits such a request to Ezora in writing and within 1 (one) month after the termination of the Agreement. The Customer accepts that such data has the properties encountered by the Customer at the moment of receipt ("as is"), and that the liability of Ezora for such data is entirely excluded. Moreover, Ezora is in no way whatsoever obliged to convert or otherwise make appropriate for use by the Customer the data provided.

14 Miscellaneous

14.1 Irish law applies to these General Terms and Conditions and all disputes flowing from or associated with them. Any disputes between the Customer and Ezora regarding the Agreement will be presented to the competent court in Dublin.

14.2 The Customer recognises that the knowledge and experience of the staff of Ezora is of great value to Ezora and that replacing it would be difficult. Consequently, the Customer agrees that it will not offer, during the term of the Agreement and for 18 (eighteen) months thereafter, any employment, directly or indirectly, via an employment contract, management agreement, advisoryship or in any other way to any staff member, employee or consultant of Ezora.

14.3 The Customer consents to Ezora using the name and logo of the Customer in newsletters or product brochures to indicate therein that the Customer is indeed a customer of Ezora.

14.4 Ezora is not permitted to in any way use the data from the Environment or Account of the Customer, other than to provide the services to the Customer. Ezora is prohibited from using the data in disidentified form for statistical purposes. Ezora is, for internal use, allowed to use a copy of the Environment in the acceptance-environment to monitor the correct functioning of the Environment of the Customer or to use it to test the correct functioning of a newer version of the Webservice.

14.5 Ezora has the right to amend (“Change”) the General Terms and Conditions. Ezora will inform the Customer of the Change in writing (including electronically). After this notification, the Change will apply in the Agreement between Ezora and the Customer from the date designated by Ezora. If the Customer does not wish to accept a Change, it has the right to terminate the Agreement without charge within 30 (thirty) days of being notified on the date when the Change takes effect.

14.6 Without prejudicing its own responsibility, Ezora may, for the performance of the Agreement, employ third parties without prior permission being required for this. In addition, Ezora may change or transfer its legal relationship flowing from the Agreement to a third party without further concurrence, if this transfer occurs as part of a transfer of a (substantial) part of the business of Ezora.

14.7 Deviations from the Agreement are only valid if agreed in writing. Notifications flowing from this agreement must be made in writing, unless otherwise stated in the Agreement.

SECTION B: Service Level Agreement

Service Level Agreement Exclusions: The Service Level defined in Section B (Service Level Agreement) does not apply in the following situations.

- a) During the regular Service Windows: these Webservice-interrupting Service Windows will not be scheduled more than 2 (two) times a month and will not commence before 21:00 UTC. Ezora will inform the Customer about this in writing at least 2 (two) working days before the proposed work commences. b) In the case of incidents resulting from force majeure. c) Any problem or disruption caused by an act of the End User. d) The unavailability of the Webservice at one's own request, and/or the unavailability of the Webservice during work at the request of the Customer. e) If Ezora needs, to determine or isolate a problem or fault, the assistance of the Customer that the Customer cannot provide for reasons that must be for the risk of the Customer.

15 General

15.1 This SLA describes the minimum specifications of the Webservice.

16 Definitions

16.1 Response time: the time that elapses between the receipt of a Report and the time when Ezora provides the support, as confirmed in a verbal or written notification to the Customer when the Report is made.

16.2 Service Hours: Ezora's standard office hours (09.00-17.00 CET) from Monday to Friday, with the exception of recognised Public holidays. Other times may apply to offices outside the Netherlands.

16.3 Special Service Hours: All hours in a day outside the Service Hours.

16.4 Support: the provision of general assistance regarding the Webservice on the telephone or via the online helpdesk, including a) explanation of the documentation, b) help to (allow the Customer to) get the Webservice working correctly, c) verification and analysis of the correctness of the entered or processed data and excluding any explanation of the Customer's usual or desired method of bookkeeping or internal accounting regulations, d) the full explanation of the operation of functions when no training has been followed and e) the provision of implementation services at the start of the Service, the provision of project management or making process definitions for the setup or implementation at the Customer.

16.5 Report: a Report in Category 10, 20, 30 or 40, individually or together.

16.6 Report Category 10: the Webservice is entirely unreachable owing to a fault on the part of Ezora or the Webservice has entirely stopped, such that none of the functions are available.

16.7 Report Category 20: a problem that causes a serious application error, which can endanger the progress of an essential processing period, but which does not bring the whole Webservice to a stop. Whether or not one can still work with a large part of the Webservice via any modification or program-alternate routing.

16.8 Report Category 30: a minor problem in the Webservice that does not require the immediate response of Ezora.

16.9 Report Category 40: all questions and requests for information regarding the use or implementation of the Webservice. The Customer can be charged by Ezora for processing Reports of this category. Ezora will, if it desires payment, inform the Customer of this before processing them.

17 Response times

17.1 Reports can be made to the helpdesk 24 hours a day by telephone or online helpdesk function. Ezora is automatically informed of a Report Category 10. Support is available for all Reports during the Service Hours, and for Category 10 also during the Special Service Hours, where the following response times apply to all Categories: Category 10: 2 (two) hours; Category 20: 5 (five) hours; Category 30: 8 (eight) hours; and Category 40: 2 (two) working days.

17.2 With the exception of the implementation services, the Support is provided from an office of Ezora or one of its partners. If assistance is desired at the location of the Customer, a separate appointment can be made in mutual consultation at the then applicable rate for the Customer.

17.3 The Customer will grant Ezora the necessary access to the database of the Customer and allow it to make the necessary change(s) if this is required to solve problem(s) indicated in the Report

17.4 The Customer will provide a contact person, who is well informed about the (functioning of the) Webservice and who, as principal contact person or deputy principal contact person, one can address or fall back on. A number of contact persons is only possible after written approval from Ezora.

18 Making a Report

18.1 Depending on which party manages support the report procedure can differ. The Order Form specifies if Ezora or one of its Partners manages support. Customer will be informed of the appropriate Report procedure at the start of the Agreement.

19 Accessibility

19.1 Ezora will make every effort to ensure the accessibility of the Webservice that is related to the service purchased. The calculation of the accessibility is based on qualified incidents that are reported as such by the End User to Ezora.

19.2 Ezora will provide a minimum level of accessibility (uptime) of the Webservice of on average 99.6% per month, with the exceptions of the Service Level Agreement Exclusions, as indicated in the first part of this SLA.

19.3 The accessibility of the Webservice is measured every 3 (three) minutes from at least 3 (three) locations around the world.

20 Internet access and performance

20.1 Ezora will make every effort to ensure that the Webservice works properly without any problems and that the speed is acceptable to be able to continuously work with it during the day. In this regard, the following measurement is used as objective measuring assessment: the manual retrieval or saving of a document with two lines using an average computer via an internet connection of average speed in an Environment with an average size is effected in two out of three cases within 1.5 (one and a half) seconds, where in the third case the time may not be longer than 2 (two) seconds.

20.2 Ezora only guarantees the performance indicated if and insofar as the Customer satisfies the specifications specified by Ezora, including the support of Internet Explorer, Firefox and other browsers that run under Windows, Apple Macintosh and Linux or other platforms. Moreover, the Customer must have sufficient bandwidth. In this regard, it is assumed that at least 128kbit/sec (both download and upload) is available at all times for the workstation from where Ezora is used, to be measured by an independent website such as www.speedtest.nl. However, it is not necessary for every individual workstation to have this bandwidth.

20.3 Ezora is at all times authorised to change these minimum system requirements. In this case, the Customers will be informed about this beforehand. In the case that the Customer does not satisfy these new system requirements, the above mentioned guarantee regarding performance lapses. 20.4 Ezora is a pure Webservice. This means that the Webservice was not developed for use via Terminal Services or Citrix. Ezora endeavours to support such constructions to the best of its ability.

21 Back-up and other services

21.1 The Customer consents to a reserve copy being made of its data. The back-up procedure used by Ezora is as follows. Every night a backup is made of all your data, which is stored for a full week. Every Friday night a weekly backup is made of your data, which is stored for a full month. The last day of the month a backup is made to be stored for one year. The availability of the backup files is verified daily to enable you to select the closest restore point for your data. All backup data is encrypted using the AES-256 standard and stored on at least two geographically separated environments to ensure fire or floods will not affect the availability of your backup data.

21.2 The Customer can request the restoration of date using the reserve copy. To this end, a separate agreement must be made at the then applicable fixed fee. Ezora will endeavour to effect this restoration within one working day.

21.3 The Customer is able to view which End Users use a certain functionality, and whether the staff of Ezora have access to the Environment via the Webservice.

21.4 The Webservice is offered from a location equipped to do this. This location is therefore equipped to the full, according to the current state of the art, knowledge and customary and acceptable level of costs, to offer the Webservice in a professional manner. This includes the physical protection of the premises, the prevention of access by unauthorised persons, 24x7 hardware-support, fire prevention, power backup and internet access security including a firewall, general security, data protection, making reserve copies, etc.

22 Procedure for shortcomings or non-fulfilment of the obligations

22.1 The general liability of Ezora is stated and limited in Section A of these General Terms and Conditions.

22.2 If Ezora demonstrably fails imputably to fulfil the obligations, as stated in Section B of the Service Level Agreement, the Customer must inform Ezora about this. Ezora has in this case 3 (three) working days to restore the level of the service to a level that is at least equal to the level stipulated in Section B of the Service Level Agreement.

22.3 If Ezora cannot also realise this correction in good time, the Customer must give Ezora written notice of being in default by registered post. Ezora then has 7 (seven) working days to restore the level of the service to a level that is at least equal to the level stipulated in Section B of the Service Level Agreement.

22.4 If Ezora cannot also realise the correction, as indicated in article 22.3, Ezora is in default and the Customer has the right to dissolve the Agreement and the Customer is authorised to submit a claim for damages, both in accordance with the provisions of Section A of the General Terms and Conditions.

SECTION C: Processor Agreement

Ezora and the Customer undertake to one another to comply with the General Data Protection Regulation (GDPR). The definitions of terms correspond to article 1 of the GDPR. Ezora will only process the personal data for and on behalf of the Customer and in order to execute the contract. Ezora has no control over the personal data provided by the Customer. If there is no necessity in view of the nature of the assignment given by the Customer, explicit permission from the Customer or a legal obligation, Ezora will not provide the data to third parties or process it for purposes other than the agreed purposes. The customer guarantees that the personal data may be processed on the basis of a lawful basis specified in the GDPR.

Ezora will adopt appropriate technical and organisational measures in order to secure the Customer's personal data against loss or any form of unlawful processing. These measures are deemed to be an appropriate level of security in the sense of the GDPR. The Customer is entitled to have compliance with these checked by an independent expert during the term of the contract in consultation with Ezora, for example by conducting an audit. The customer will bear all costs relating to this check.

Ezora is liable for loss relating to personal data as a result of the acts or omissions of the sub -processor, whereby the limitation of liability from the chapter Liability applies. The applicable limitation of liability does not apply if there is gross negligence or wilful misconduct at the sub -processor. Ezora is not liable in the event of force majeure (as defined in clause 11 - Force Majeure) on the part of the sub-processor.

Ezora will not allow any new sub-processors to process data without informing the Customer about this in good time. The customer can raise an objection to the sub-processor with Ezora if it deems it necessary, and ultimately the Customer has the option to terminate the contract.

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