

Terms & Conditions

These Terms & Conditions (the "T&C") are effective October 14th, 2022,

BETWEEN: **Frontline Services B.V.** ("Company"), a company organized and existing under the laws of the Netherlands with its head office located at:

Lange Dreef 15a,
4131 NJ Vianen, The Netherlands

AND: **The Entity which downloaded or is otherwise accessing or using the application and thereby agreeing this Software License** (the "Customer").

The Software includes all the cloud-based software in the Company Products (defined below), including updates or modified cloud-based software provided to the Customer by the Company over the internet, but not Excluded Software, as defined below.

1. DEFINITIONS

- 1.1 Authorized Partner: Any of the Company's distributors, resellers or other business partners.
- 1.2 Consequential Damages: Indirect, special, incidental, punitive, exemplary, consequential or extra-contractual damages of any kind. including third-party claims, loss of profits, loss of goodwill, loss of personnel salaries, computer or system failure or malfunction, costs of obtaining substitute cloud services, work stoppage, denial of access or downtime, system or service disruption or interruption, or any lost, damaged, or stolen data, information or systems, as well as the costs of restoring any lost, damaged, or stolen data, information or systems.
- 1.3 DDF: Detection Definition Files (also referred to as signature files) that contain the codes anti-malware software uses to detect and repair viruses, Trojan horses, and potentially unwanted programs.
- 1.4 Derivative Work: A work that is based on one or more preexisting works (such as a revision, translation, dramatization, motion picture version, abridgment, condensation, enhancement, modification, or any other form in which preexisting work may be recast, transformed or adapted), which, if created without the authorization of the copyright owner of the preexisting work, would constitute copyright infringement.
- 1.5 High Risk System: A device or system that requires extra safety functionalities such as fail-safe or fault-tolerant performance features to maintain a safe state where it is reasonably foreseeable that failure of the device or system could lead directly to death, personal injury or catastrophic property damage. A device or system with a fail-safe feature in the event of failure may revert to a safe condition rather than break down, may include a secondary system that comes into operation to prevent a malfunction, or may operate as a backup in the event of a malfunction. A device or system with a fault-tolerant feature in the event of failure may continue its intended operation, possibly at a reduced level, rather than failing completely. Without limitation, High Risk Systems may be required in critical infrastructure, industrial plants, manufacturing facilities, direct

life support devices, aircraft, train, boat or vehicle navigation or communication systems, air traffic control, weapons systems, nuclear facilities, power plants, medical systems and facilities, and transportation facilities.

- 1.6 Intellectual Property Rights: All intellectual property or other proprietary rights throughout the world, whether existing under statute, at common law or in equity, now existing or created in the future, including:
- 1.6.1 copyright, trademark and patent rights, trade secrets, moral rights, right of publicity, authors' rights;
 - 1.6.2 any application or right to apply for any of the rights referred to in paragraph (1); and
 - 1.6.3 all renewals, extensions, continuations, divisions, restorations or reissues of the rights, or applications referred to in paragraphs (1) and (2).
- 1.7 Personal Data or Personal Information: Any information relating to an identified or identifiable individual or is otherwise defined as "Personal Data" under the General Data Protection Regulation or other applicable data protection laws to the extent that the definition of "Personal Data" under the applicable data protection laws is broader than the preceding definitions.
- 1.8 Support or Technical Support: The Services that the Company (or an Authorized Partner) provides for the Support and maintenance of the Company Products.
- 1.9 Updates: Any updates to the content of the Software made after the date of purchase of the SaaS as a part of purchased Support. Updates are not separately priced or marketed by the Company.

2. SOFTWARE LICENSE

- 2.1 The Software (including, but not limited to, any images, photographs, animation, video, audio, music, text and "applets" incorporated into the Software) is owned by the Company and third-party licensors, and its structure, organization and code are valuable trade secrets of the Company and the third-party licensors. The Software is protected by copyright and other intellectual property laws and international treaties. Except as expressly set forth in these T&C, these T&C does not grant the Customer any intellectual property rights in the Software and the Customer cannot use the Software except as specified herein. The Software is licensed, not sold. The Company grants the Customer a limited license to use the Software on the limited devices for which the License is purchased. Subject to the Customer's Order Form to the Company, these T&C are for the license of the Software on one of the following base:
- (i) Subscription License.

3. EXCLUDED SOFTWARE

- 3.1 Notwithstanding the foregoing limited license grant, the Customer acknowledges that the Product includes software subject to other terms and conditions governing the use of such software other than these T&C ("Excluded Software"). Certain Excluded Software may be covered by open source software licenses ("Open Source Components"), which means any software licenses approved as open source licenses by the Open Source Initiative or any substantially similar licenses, including but not limited to any license, that, as a condition of distribution of the software licensed under such license, requires that the distributor make the software available in source code format. Please visit a list of applicable Excluded Software included in this Product from time to time, and the applicable terms and conditions governing its use. Such terms and conditions

may be changed by the applicable third party at any time without liability to the Customer. To the extent required by the licenses covering Open-Source Components, the terms of such licenses will apply in lieu of the terms of these T&C. To the extent the terms of the licenses applicable to Open-Source Components prohibit any of the restrictions in these T&C with respect to such Open-Source Components, such restrictions will not apply to such Open-Source Components. To the extent the terms of the licenses applicable to Open-Source Components require the Company to make an offer to provide source code in connection with the Software, such offer is hereby made.

4. STIPULATION OF THE NUMBER OF LICENSES

The right to use the Software shall be bound by the number of End Users. One End User shall be taken to refer to the following: (i) accessing the Software with a web browser.

5. LICENSE RESTRICTIONS

- 6.1 Except as expressly set out in these T&C or as permitted by any local law, the Customer agrees:
- 6.1.1 not to copy the Software or Documents except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security;
 - 6.1.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documents;
 - 6.1.3 not to make alterations to, or modifications of, the whole or any part of the Software or Documents, or permit the Software or Documents or any part of it to be combined with, or become incorporated into, any other programs;
 - 6.1.4 not to reverse-engineer or create derivative works based on the whole or any part of the Software or attempt to do any such thing except to the extent that such actions cannot be prohibited under local law, if applicable, provided that the information obtained by you during such activities is not unnecessarily disclosed or communicated without Company's prior written consent to any third party, and is not used to create any software that is substantially similar to the Software;
 - 6.1.5 to keep all versions of the Software and Documents secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software or Documents;
 - 6.1.6 not to provide or otherwise make available the Software in whole or in part (including object and source code), in any form to any person without prior written consent from the Company;
 - 6.1.7 not to remove any proprietary notices from the Software, Documents or Services (e.g., copyright and trademark notices); and
 - 6.1.8 to comply with all technology control or export laws and regulations that apply to the technology used or supported by the Software, Documents or any of the Services ("Technology").

6. ACCEPTABLE USE RESTRICTIONS

- 7.1 Except for the limited privileges granted herein, or otherwise permitted by applicable law, no part of the Software, Services or Documents may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without express prior written consent by the Company.

The Customer must:

- 7.1.1 not use the Software, Documents or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these T&C, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Software, any Service or any operating system;
- 7.1.2 not infringe the Company's intellectual property rights or those of any third party in relation to the Customer's use of the Software, Documents or any Service (to the extent that such use is not licensed by these T&C);
- 7.1.3 not transmit any material that is defamatory, offensive or otherwise objectionable in relation to the Customer's use of the Software, Documents or any Service;
- 7.1.4 not use the Software, Documents or any Service in a way that could interfere with other users or damage, disable, overburden, impair or compromise the Company's systems or security or those of any third party in relation to the Software, Documents or Service; and not attempt to decipher any transmissions to or from the servers running the Software, or any Service.

7. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Customer acknowledges that all intellectual property rights in the Software, the Documents and the Technology anywhere in the world belong to the Company or its licensors, that rights in the Technology are licensed (not sold) to the Customer, and that the Customer shall have no rights in, or to, the Software, the Documents, the Services or the Technology other than the right to use each of them in accordance with these T&C.
- 8.2 The Customer acknowledges that the Customer has no right to have access to the Software in source-code form.
- 8.3 Any data, comments or materials the Customer has sent through the Software or Services or sent to the Company via the Support contact details as set out in Section 6, including feedback data, such as questions, comments, suggestions, or the like ("Feedback"), shall be deemed to be non-confidential and non-proprietary. The Company shall have no obligation of any kind with respect to such Feedback and shall be free to reproduce, use, disclose, exhibit, display, transform, create derivative works and distribute the Feedback to others without limitation, except for Personal Data which might be included in the Feedback and which will only be used to contact the Customer on any questions the Customer might have or to resolve any issues the Customer might experience in using the Software, or Services. Furthermore, the Company shall be free to use any ideas, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever, including but not limited to developing, manufacturing and marketing Products incorporating such Feedback. The Customer is prohibited from posting or transmitting to or from the Software, or Services any Feedback:
- 8.3.1 that contains viruses and/or corrupted files that may damage the operation of the website or any computers;

- 8.3.2 that makes false statements and/or notifications, including registration of email addresses belonging to other parties;
- 8.3.3 that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;
- 8.3.4 for which the Customer has not obtained all necessary licenses and/or approvals; or which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world.

8. LIMITED WARRANTY AND DISCLAIMER

- 9.1 Limited Warranty: The Company warrants that, for a period of 365 days from the purchase date (“Warranty Period”), the Software licensed under these T&C will perform substantially in accordance with the Documentation (“Limited Warranty”). The Customer’s exclusive remedy and the Company’s entire obligation and liability for any breach of the Limited Warranty is to repair or replace the Software or refund to the Customer the price the Customer paid for the Software if a repair or replacement of the Software would, in the Company’s opinion, be unreasonable. The Limited Warranty is conditioned upon the Customer providing the Company prompt written notice of the Software’s failure to perform substantially in accordance with the Documentation.
- 9.2 Exclusion of warranty: The Limited Warranty will not apply if:
 - 9.2.1 the Software is not used in accordance with these T&C or the Documentation;
 - 9.2.2 the Software or any part of the Software has been modified by any entity other than Company; or
 - 9.2.3 a malfunction in the Software has been caused by any equipment or software not supplied by the Company;
 - 9.2.4 issues are due to a third-party add-on/plugin used in the Software.
- 9.3 Disclaimer of warranties: Except for the Limited Warranty, the Software is provided “as is.” To the extent permitted by law, the Company makes no other representations or warranties of any kind regarding the Software and Support, and the Company disclaims all other obligations and liabilities, or express or implied warranties regarding the Software, including implied warranties of merchantability, quality, fitness for a particular purpose, title, non-infringement, or systems integration. The Company makes no warranty, representation or guarantee as to the Software’s use or performance, or that the operation of the Software will be fail-safe, uninterrupted or free from errors or defects; or that the Software will protect against all possible threats.
- 9.4 High Risk Systems terms: The Software may fail and is not designed, developed, tested, or intended to be reliable in the context of High-Risk Systems. The Company has no responsibility for, and the Customer will indemnify and hold harmless the Company from, all claims, suits, demands and proceedings alleging, claiming, seeking, or asserting any liability, loss, obligation, risk, cost, damage, award, penalty, settlement, judgment, fine or expenses (including attorney’s fees) arising from or in connection with the Customer’s use of the Software on or in a High Risk System, including those that could have been prevented by deployment of fail-safe or fault-tolerant features to the High Risk System, or are based on a claim, allegation, or assertion that

the functioning of a High Risk System depends or depended on the functioning of the Software, or that the failure of the Software caused a High Risk System to fail.

- 9.5 Third parties: The Company Products may contain independent third-party products and rely on them to perform certain functionality, including malware definitions or URL filters and algorithms. The Company makes no warranty as to the operation of any third-party products or the accuracy of any third-party information.

10. LIMITATION OF LIABILITY

- 10.1 Each party's entire aggregate liability to the other party for claims under or related to the subject-matter of these T&C will not exceed the total payments paid or payable by the Customer to the Company under these T&C in the six (6) months prior to the claim. Neither party will be liable for any consequential damages in connection with these T&C, even if the damages were foreseeable or a party has been advised of the possibility of those damages. This limitation of liability applies whether such claims arise under contract, tort (including negligence), equity, statute or otherwise. Nothing in these T&C limits or excludes any liability that cannot be limited or excluded under applicable law.

11. INDEMNIFICATION

- 11.1 Customer indemnification obligations: The Customer will unconditionally indemnify and defend the Company, its affiliates, and their officers, directors, employees, contractors and agents (each a Company Indemnified Party) against any claims, liabilities and expenses (including court costs and reasonable attorney's fees) that a Company Indemnified Party incurs as a result of or in connection with any third-party claims arising from:
- 11.1.1 the Customer's failure to obtain any consent, authorization or license required for the Company's use of data, software, materials, systems, networks or other technology provided by the Customer under these T&C;
 - 11.1.2 the Customer's use of the Software in a manner not expressly permitted by these T&C;
 - 11.1.3 the Company's compliance with any technology, designs, instructions or requirements provided by the Customer or a third party on the Customer's behalf;
 - 11.1.4 any claims, costs, damages and liabilities whatsoever asserted by any Customer Representative; or
 - 11.1.5 any violation by the Customer of applicable laws; and
 - 11.1.6 any reasonable costs and attorney's fees required for the Company to respond to a court order or other official government inquiry regarding the Customer's use of the Software.
- 11.2 Company indemnification obligations: The Company will indemnify the Customer, and, at the Company's election, defend the Customer against a third-party claim asserted against the Customer in a suit or action if the claim is for direct patent infringement, for direct copyright infringement, or for the Company's trade secret misappropriation, and the claim is asserted against the Software alone and not in combination with anything else, or solely a combination of Company Products.
- 11.3 Exclusions: Notwithstanding anything to the contrary in these T&C, the Company will not indemnify or defend the Customer for claims asserted, in whole or in part, against:

- 11.3.1 technology, designs or requirements that the Customer gave to the Company;
 - 11.3.2 modifications or programming for the Software that were made by anyone other than the Company; or
 - 11.3.3 the Software's alleged implementation of some or all of a Standard.
- 11.4 Remedies: The Company may, in its sole discretion and at its own expense, with respect to any Software that is subject to a claim:
- 11.4.1 Procure for the Customer the right to continue using the Software;
 - 11.4.2 replace the Software with a non-infringing Software;
 - 11.4.3 modify the Software so that it becomes non-infringing; or
 - 11.4.4 upon the Customer's return of the Software to the Company and removal of the Software from the Customer's systems, refund the residual value of the purchase price the Customer paid for the infringing Software, depreciated using a straight-line method of depreciation over a three (3) year period from the date of delivery of the Software to the Customer.
- 11.5 Indemnification procedure
- The Indemnified Party (Indemnitee) will:
- 11.5.1 provide prompt written notice to the Indemnifying Party (Indemnitor) of the claim (provided that the failure to provide timely notice that prejudices the Indemnitor will relieve the Indemnitor of its obligations under this section to the extent the Indemnitor has been prejudiced and the failure to provide timely notice will relieve the Indemnitor of any obligation to reimburse the Indemnitee for its attorney's fees incurred prior to notification);
 - 11.5.2 reasonably cooperate in connection with the defense or settlement of the claim; and
 - 11.5.3 give the Indemnitor sole control over the defense and settlement of the claim, provided that any settlement of a claim will not include a specific performance obligation or admission of liability by the Indemnitee.
 - 11.5.4 Personal and exclusive indemnity: The foregoing indemnities are personal to the parties and may not be transferred to anyone. This section states the parties' entire indemnification obligations, and the Customer's exclusive remedy claims involving intellectual property rights.

12. PRIVACY AND COLLECTION OF PERSONAL DATA OR SYSTEM INFORMATION

- 12.1 The Software or Support may employ applications and tools to collect Personal Data, sensitive data or other information about the Customer and End Users (including End Users' name, address, e-mail address and credit card or payment details), IP address, location, device and browser information.
- 12.2 The collection of the Data may be necessary to provide the Customer and End Users with the relevant Software or Support functionalities.

13. LICENSE FEE

- 13.1 The Customer acknowledges that the rights granted to the Customer under these T&C are conditional on the Customer's timely payment of the license fee ("License Fee") payable to the Company in connection with the Agreement.
- 13.2 The License Fee can be purchased in the Genesys AppFoundry.

14. SUPPORT, TRAINING AND MAINTENANCE

- 14.1 The Company shall provide Support to the Customer in regard to any issue arriving from the Software during the Purchase Period. The Support shall be as follows:
 - 14.1.1 The primary mode of Support shall be over email and support portal of Company. The Customer shall contact the Company at the following email address: service@frontline.nl. The support portal is available on portal.frontline.nl.
 - 14.1.2 The Service Window for Support will be during CET office hours (08:00-17:30 CET), excluding Dutch holidays.
 - 14.1.3 Escalation of an active issue can be done by telephone via +31 88 2680 750.
 - 14.1.4 Customer will be responsible for all Genesys Cloud configuration necessary for using the functionality of the Software in their Genesys Cloud instance.
 - 14.1.5 Customer can submit new ideas for enhancements in the Software via the support portal of Company. Ideas will be reviewed by the Company and, upon approval, placed on the Software roadmap for implementation.
 - 14.1.6 During the setup of the Software for Customer, Company will provide a functional training to Customer. Knowledge of Genesys Cloud is a prerequisite for this training.

15. RELATIONSHIP

- 17.1 The parties are independent contractors under these T&C and expressly disclaim any partnership, franchise, joint venture, agency, employer/employee, fiduciary or other special relationship. Neither party intends these T&C to benefit or create any right or cause of action in or on behalf of, any person or entity other than the parties and listed affiliates. These T&C are not intended to create a third-party beneficiary of any kind. The Customer must not represent to any third party that it has any right to bind the Company in any manner and the Customer will not make any representations or warranties on behalf of the Company.

16. SEVERABILITY

- 16.1 If a court holds that any provision of these T&C is invalid or unenforceable under applicable law, the court will modify the provision to the minimum extent necessary to make it valid and enforceable, or, if it cannot be made valid and enforceable, the court will sever and delete the provision from these T&C. The change will affect neither the validity of the amended provision nor the validity of any other provision of these T&C, which will continue in full force and effect.

17. NO WAIVER

- 17.1 A party's failure or delay in enforcing any provision of these T&C will not operate as a waiver of the right to enforce that provision or any other provision of these T&C at any time. A waiver of any provision of these T&C must be in writing, specify the provision to be waived and be signed by the party agreeing to the waiver.

18. FORCE MAJEURE; OTHER EXCUSABLE FAILURES OR DELAYS IN PERFORMANCE

- 18.1 Neither party is liable for delays or failures to perform any of its obligations under these T&C, to the extent caused by a Force Majeure Event.
- 18.2 The Company's failures or delays in its performance are excused to the extent they result from: (i) The Customer's acts or omissions, or those of its employees, agents, users, affiliates or contractors; (ii), The Customer's failure or delay in the performance of a specific task, obligation or responsibility under these T&C or a Schedule, which task, obligation, or responsibility is a condition or requirement for a Company task, obligation, or responsibility; (iii) reliance on instructions, authorizations, approvals or other information from the Customer; or (iv) acts or omissions of third parties (unless directed by the Company).

19. ASSIGNMENT

- 19.1 The Customer may not sublicense, assign or transfer its rights under these T&C without the Company's prior written consent. Any attempt by the Customer to sublicense, assign or transfer any of its rights, duties or obligations under these T&C, whether directly, or indirectly by merger, acquisition or change of control, will be null and void.

20. APPLICABLE LAW

- 20.1 These T&C will be governed by and construed in accordance with Dutch Law.
- 20.2 In the event of a dispute relating to the Applicable Law, Dutch Law will apply. The applicability of the Vienna Sales Convention is excluded.

21. PRIVACY STATEMENT AND COMPLAINTS PROCEDURE

- 21.1 Please find our Privacy Statement on our website: <https://frontline-solutions.nl/privacy/>
- 21.2 Please find our Complaints Procedure on our website: <https://frontline-solutions.nl/klachtenprocedure/>