

# 1 SLA Terms & Conditions AV & IT solutions

Version 190101

The following extraordinary terms and conditions are - in addition to the general Terms & Conditions of BIS Bedrijfs Informatie Systemen B.V., with trade name BIS|Econocom, (hereafter referred to as: Supplier) - applicable to the Service Level Agreements from Supplier. If the provisions in these special terms and conditions deviate from the provisions in the general terms and conditions of Supplier, the provisions in these extraordinary terms and conditions take precedence.

## Art. 1. General

- 1.1 The General Conditions of BIS Bedrijfs Informatie Systemen B.V., with trade name BIS|Econocom, apply to this contract (hereafter referred to as: Supplier). These are being sent to you at your request.
- 1.2 This contract applies solely to the equipment, configuration, software or services (hereafter referred to as AV & IT solutions) where prior agreement has been reached in writing and where explicitly referred to in the SLA contract document.
- 1.3 This contract is not transferable, unless the Supplier has provided its consent in writing.
- 1.4 Work activities arising from this agreement shall take place, unless explicitly stated otherwise, during the Supplier's working days and hours (Monday to Friday 8.30 am to 5 pm).
- 1.5 If, by mutual agreement, there is a deviation according to the provisions of Art. 1.4 from the contractually agreed dates and/or points in time, a surcharge will be charged per intervention and depending on the day and point in time.
- 1.6 The Supplier is entitled to engage third parties to carry out the work activities.
- 1.7 If, during the contract period, work activities of any nature whatsoever are carried out by third parties for the AV & IT solution supplied (including assembly and disassembly) without written consent by the Supplier, the right to have the services carried out as stipulated by this contract lapses, while the obligation to pay for the entire contract period remains unreduced without prejudice.
- 1.8 If the Client has the AV & IT solution substantially changed, the contract shall be amended accordingly.
- 1.9 Dutch law applies to this agreement.

## Art. 2. Duration of the agreement

- 2.1 Unless otherwise stated, this contract shall enter into effect on the date the AV & IT solution is commissioned and shall be valid for a period of five years.
- 2.2 Unless otherwise stated, the contract shall thereafter be automatically extended by one year in each instance.
- 2.3 Unless otherwise stated, the term of the contract shall apply to facilities/equipment that have been added at a later date to the SLA (SLA extension) as agreed in the order in which the extension and/or addition is recorded.

## Art. 3. Termination of the agreement

- 3.1 The Client may only terminate the contract in writing and termination must be sent by registered post, observing the notice period of at least three months before the relevant contract period ends, whereupon the date of the registered letter is taken as the point of reference.
- 3.2 If the Client does not meet the obligation in relation to timely payment, the Supplier has the right – without summons or in default – to terminate performance of the work activities, which takes effect immediately. However, payment obligations continue to apply unreduced.

- 3.3 If the Client, despite summons, still fails to meet its obligation to pay, the Supplier then has the right to terminate this contract with immediate effect, without further notice or legal intervention being required. However, payment obligations continue to apply unreduced.
- 3.4 It is not possible to terminate this agreement in the interim unless the following applies.
- Both parties are authorised to declare the contract dissolved in full or in part by registered letter without further notice and any legal intervention with immediate effect:
    - if the other party does not reasonably fulfil one or more of its obligations arising from the contract, or does not do so properly or on time (default).
    - If the other party requests suspension of payment, the other party is declared bankrupt, or the other party's company is liquidated or closed down.
  - In the event of force majeure, the Supplier and Client are entitled to suspend fulfilment of the obligations arising from the contract for both parties, in full or in part, for the duration of such force majeure.
  - If the period of force majeure lasts longer than three months or, in the opinion of both parties, it has already been established that it will last longer than three months, the party to whom an appeal is made based on force majeure, may terminate the contract with immediate effect by registered letter.
- 3.5 The Client indemnifies the Supplier from liability for damage that may occur if this contract ends or is suspended.

#### **Art. 4. Financial Conditions**

- 4.1 Unless otherwise agreed the fixed rate is calculated per contractual year and is determined and mutually agreed in advance. The Supplier reserves the right, with every extension after the fixed contract period, to adjust the rate per contractual year in accordance with the index that applies at the time.
- 4.2 Unless otherwise agreed, the contractual services are billed based upon:
- Payment in advance for the entire period if the rates quoted are for the entire term.
  - Payment in advance per year if the rates quoted are rates per month, quarter or year.
- 4.3 Payment of the rate gives exclusive right to provide the agreed services.
- 4.4 Payment should be made within the fixed deadline for payment without any deduction, compensation, delay and at no extra cost.
- 4.5 The rates stated in this contract do not grant the Client any rights in relation to the rates for other/additional services provided by the Supplier.
- 4.6 Invoicing normally takes place using part invoices made out for the contractual year.
- 4.7 Discounts or other price adjustments can only be claimed if this section forms part of the contract.
- 4.8 The amounts stated in the contract do not include VAT.
- 4.9 If, in order to provide the services agreed, climbing, lifting and hoisting equipment is required that is not reasonably part of the standard equipment of an AV & IT technician, rental thereof shall be charged to the Client.
- 4.10 Work activities, materials, services, applications, etc. not covered by the performance or conditions stated in the contract, shall be passed on to the Client at the applicable rates. This also applies for waiting times longer than ten minutes.

#### **Art. 5. Service payments**

- 5.1 The Supplier records the direct contact details of the Customer Service & Support Department (hereafter referred to as CSS) in the contract documentation so that the Client is able to submit a support request quickly and efficiently.
- 5.2 Only if this is agreed will additional contact details be recorded for emergencies outside normal working hours.

- 5.3 The Supplier keeps support capacity available in order to be able to take and deal with messages as a matter of priority.
- 5.4 The Client is obliged to submit a correct and complete support request and provides every assistance if CSS employees raise questions and ask for advice.
- 5.5 The response time in terms of remote support and other support is based on on-line access to all relevant systems and applications that (may be) needed for handling the support request.
- 5.6 The Client must ensure that after an appointment has been made, access is also guaranteed to:
  - room(s)
  - equipment
  - network/infrastructure
  - software/applications
- 5.7 The Client shall also provided access for authorised and, if necessary, competent staff so that the Supplier is able to deal with the support request efficiently. The latter is responsible at the same time for a written agreement after carrying out the work activities.
- 5.8 When an AV & IT solution is not covered in full or is spread between several contracting11 partners, the Supplier is not able to give any guarantees that a support request has been handled correctly and in full.
- 5.9 As regards the guaranteed usability of our Suppliers' software and the updates and/or upgrades provided, the conditions of the relevant Supplier shall apply.
- 5.10 Installation of updates and/or upgrades of software or applications are not included as standard in the agreement.
- 5.11 The offer to repair faulty products is made under the relevant repair conditions (can be requested from the CSS Department of BIS|Econocom).
- 5.12 The duration of repairs and/or delivery of components cannot be guaranteed in advance.
- 5.13 The length of time support is handled cannot be guaranteed in advance, nor can the best endeavours obligation start the respective actions within the stated time limit.
- 5.14 Unless otherwise stated, the standard suppliers' and/or factory warranty shall apply. If this contract has been concluded on already existing AV & IT solutions, the original delivery and/or factory date shall apply.
- 5.15 Unless otherwise stated, costs not covered by the Suppliers' and/or factory warranty or the repair conditions or the contract conditions are charged to the client.
- 5.16 Unless otherwise stated, this contract shall not apply to consumables and/or accessories (lamps, filters, batteries, lens caps, carrier bags, etc.)

#### **Art. 6. Exclusions**

- 6.1 Unless otherwise stated, this agreement does not apply to:
  - Supplies and/or accessories (lamps, filters, batteries, lens caps, bags, etc.).
  - Parts of products that are excluded from the (extended) warranty by the manufacturer.
  - Defects, damage or malfunctions that have a direct or logical consequence of ignorant or careless use of the AV & IT solutions.
  - Defects, damage or malfunction caused by the influence of equipment (hardware/software/services) that are not installed/implemented under the responsibility of the supplier.
  - Defects, damage or failure due to extreme weather conditions.
  - Situations of force majeure where the deficiency cannot be attributed to the Supplier in accordance with the law or accepted standards in society.
- 6.2 Should the Supplier, through unforeseen circumstances, not be able to meet the agreed conditions, Client will not be able to claim any resulting damage or costs from the Supplier.

**Art. 7. Replacement equipment**

- 7.1 Only if the “Replacement Warranty” forms part of this contract can replacement equipment be used. The contract defines the products to which “Replacement Warranty” applies; typically, this will only be to the DataVideo projector or the Flat Panel Display.
- 7.2 Where possible, the replacement equipment will have equivalent specifications to the faulty equipment; the Supplier reserves the right to depart from this.
- 7.3 The replacement equipment is usually supplied for portable use and not installed on the Client’s premises, but in particular cases – determined solely by the supplier – this may differ. If it is a “BIS|Econocom Room Reserver Touch”, an equivalent unit is provided that is exchanged by the Client itself.
- 7.4 The “Replacement Warranty” applies to the postcode location stated in this contract; consent from the Supplier is required if this differs.
- 7.5 Depending on the “Replacement Warranty” version (carry-in/on location/(dis)assembled) recorded in the contract and after repair, or after replacement if repair is not an option, the (repaired) equipment can be (a) picked up by the Client or (b) returned to location free of charge or (c) mounted and rendered operational. Any replacement equipment will also need to be returned or collected by a technician.
- 7.6 If there is a “Replacement Warranty” on equipment with larger dimensions such as large-format Flat Panel Displays, it is very important that in the event of exchange, assembly and disassembly, free and unhindered transport is possible to and from the location/room concerned. The Client must ensure that loading and unloading is possible in the immediate vicinity of the location and that door openings, corridors, any lifts, staircase entrances, etc. are adequate and free of obstacles so that transport is not impeded within the location.
- 7.7 Unless otherwise agreed, the maximum consecutive term for using a replacement item is three months. After this period, the right to use it lapses unless the Supplier extends it.

*These terms and conditions have been filed with the Chamber of Commerce in addition to the general terms & conditions, which are available there under file number 24171529.*