

# 1 Terms and conditions for specific services

Version 220922

The following extraordinary terms and conditions are, in addition to the general conditions of BIS Bedrijfs Informatie Systemen B.V., with trade name BIS|Econocom, (hereafter referred to as: Supplier) applicable if the client purchases one or more of the following services and/or specific solutions 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.

## **Provisions Service Level Agreements AV & IT solutions**

- 1.1 To enter into a BIS|Econocom Service Level Agreement, the SLA terms and conditions AV & IT solutions of BIS Bedrijfs Informatie Systemen B.V. are applicable in addition to the General Terms and Conditions of BIS Bedrijfs Informatie Systemen B.V. Supplier shall provide these upon request.

## **Provisions IT and software-related solutions**

1. If the customer commissions Supplier to provide a data line, this contract or subscription will apply for the duration of at least the initially agreed upon period (varying from 12 to 60 months) after which the duration will be tacitly extended with 12 months each time. Termination is only possible by registered letter and at least three months before the contractual period is due to end.
2. It is possible that wireless solutions which use WiFi, Bluetooth, Zigbee, Setwave etc. will not always deliver an optimal result, as a lack of adequate bandwidth is available. Because this lies outside of our sphere of influence, Supplier cannot be held responsible for this.
3. When supplying interactive solutions such as digital boards and touchscreen LCD screens, the customer is personally responsible for installing the (interactive) software, in so far as this has also been supplied.
4. If, together with the Supplier solutions, software from Supplier or third parties is supplied, the customer is always responsible for adherence to the provisions set out in the licensing agreement with regards to installation, use, etc.
5. If a supplier provides firmware updates free of charge via a download link, the customer may request these from Supplier. In those cases in which firmware updates must be sent by USB stick, CD-ROM or other data carrier, the customer must pay the handling and transportation costs.
6. These firmware updates can be installed by Supplier based on their actual cost. Neither the time it will take to implement a firmware update, nor the implications for the customer's current installation, can be estimated in advance.
7. Supplier advises the customer not to install firmware updates without carrying out preliminary technical checks first. If necessary, Supplier can provide the customer with specific expertise, produce an analysis of its implications and advise the customer on how the firmware updates can best be implemented, on a consultancy basis.
8. As regards the guaranteed usability of our suppliers' software and the updates and/or upgrades provided, the relevant supplier's terms and conditions shall apply.
9. Supplier is not liable for direct or indirect damages as a consequence of shortcomings in third party software, including, but not limited to, shortcomings in software updates developed for third parties, firmware updates and patches.
10. In case a change in the operating system of the customer leads to solutions realised by Supplier no longer optimally functioning, Supplier cannot be held liable for costs incurred for the repair of this solution and/or the realisation of a new/replacement solution.

11. In the event that the software has been developed and implemented by Supplier itself, software updates (such as minor improvements and additions to software, as well as replacement software, including corrections and bug fixes) shall be provided free of charge, if commercially provided by Supplier. Upgrades (such as changes, additions or replacements resulting in a vital change, improvement or addition to software) can be supplied at an additional charge, if commercially provided by Supplier. The assessment of whether this concerns an upgrade or an update is at the full discretion of Supplier. The provisions contained in this agreement apply to all updates supplied to the customer.
12. If the solution by Supplier must be integrated in the network of the customer, the customer is responsible for the correct configuration of the network and the provision of specific requirements for an available service within the provided solution (Quality of Service). The same applies for the configuration of the user account(s), which is/are used to make the equipment accessible to the users.
13. If the customer purchases solutions from Supplier that must be integrated in an IT environment (inc. Exchange), the customer must take care of the following:
  - The IT intake form supplied to the customer by Supplier, must be completely filled out and returned no later than 5 business days before the start of the project;
  - The provision of sufficient and qualified IT staff to guide the project on behalf of the customer and to perform the tasks the customer has in the project in a timely fashion and high quality.
  - The provision of the necessary account information.
14. Customer will immediately be in default if he does not comply with one or more of the terms and conditions set out in the previous article. In that case, Supplier has the right to cancel or suspend the installation until such time the customer complies with all of the terms and conditions. Supplier also has the right to charge the extra time and costs spent by Supplier to the customer based on subsequent calculation. All this at the exclusive discretion of Supplier and undiminished the other rights of Supplier.

### **Supplier provisions in relation to narrowcasting/digital signage solutions/services**

- 1.1 The customer agrees to the implementation of a combination of narrowcasting hardware and narrowcasting software, including the peripheral equipment on the (existing) computer network stated in the order, unless agreed otherwise.
- 1.2 The customer is responsible for the installing and keeping up-to-date, amongst other things, Operating System updates, Windows updates, virus scanners and firewall protection of the existing computer network.
- 1.3 Supplier is not responsible for the affect the narrowcasting system has on the operation of the existing computer network.
- 1.4 The narrowcasting computer system must be designed in accordance with the guidelines established by Supplier, as well as those established by employees of Supplier, at all times. The guidelines established by Supplier for the design of the narrowcasting computer system are available upon request.
- 1.5 All work on the system resulting from deviations from the guidelines established by Supplier shall be reported immediately (verbally and then by e-mail) and carried out in the form of additional work once approved by the customer.
- 1.6 All viewer PCs and servers used by Supplier are free from restrictive system policies and have full administrator rights. No restrictions by means of system policies or of whatever nature apply to viewers' PCs.
- 1.7 The customer is not permitted to amend the administrator account with applicable restrictions and/or amended passwords.

**Provisions creative productions/content solutions/services**

- 1.1 For assignments for a creative production - unless determined otherwise - costs for the following are not included in the costs set out in the quotation (non-exhaustive): locations and props, applicable duties (inc. BUMA/Videma), production insurance and presentation equipment.
- 1.2 In the event that the customer implements information in his digital signage solution, originating from sources with which Supplier does not have a contract, Supplier cannot be held responsible for the quality and the availability of this information.
- 1.3 The customer is not entitled to distribute the content, which he buys via the Supplier widget program, outside of his own digital signage solution. Neither is the customer permitted to distribute this content within affiliated companies and/or to sell it to third parties. In case of misuse and/or unauthorised use by the customer or affiliated enterprises, the customer will be fully liable to Supplier.
- 1.4 The customer guarantees that his equipment and systems are adequately protected to prevent content, or any part of the content, that is distributed via the Supplier widget program from being used or violated by third parties without authorisation.
- 1.5 The customer guarantees that he has the correct rights for the use of images, fonts and other elements in his narrow casting/digital signage solution supplied and/or used by him. Supplier is never liable if the customer does not own the intended rights.
- 1.6 Supplier is not liable for potential consequential loss (such as in the form of claims and fines) in the event that the customer decides to distribute TV signals and/or online streams and/or audio via his digital signage solutions, without paying the applicable fees due.
- 1.7 If the customer does not enter into a maintenance subscription for his digital signage content, Supplier will apply a starting rate for every support request, equal to her rate for one hour of graphic design.
- 1.8 In case Supplier provides the content or makes a creative production, the following applies:
  - The customer agrees that the content is produced on the basis of a jointly compiled briefing document that lays down the demands and requirements in relation to the design and content of the product made.
  - One round of debriefing forms the basis of calculations in the quotation, unless stipulated otherwise. In the event that several debriefings are necessary, the extra charges shall be passed on based on the actual cost – following consultation with the customer. This also applies to elements that are added to the established briefing at a later time.
  - The customer agrees that within the context of the order, the content will be produced and supplied in a single resolution (unless expressly stipulated otherwise).
  - If the content is produced in several resolutions, the actual cost shall be passed on to the customer.
  - Unless stipulated otherwise, Supplier assumes that when designing, maintaining and delivering digital signage content, the customer's digital signage environment is remotely accessible and Supplier has permission and the opportunity to access this environment remotely.
  - In the event that the customer's digital signage environment is not remotely accessible, for whatever reason, it shall be implemented on site. In that case, travel costs and any additional man hours shall be charged based on the actual cost.
  - The customer grants Supplier full access to all necessary (IT) systems on site.
  - The customer agrees that Supplier may use at least two simultaneous RDP sessions over the internet with access to the narrowcasting Server and the relevant viewer PCs at all times.
  - It is necessary that Supplier is fully aware of the exact resolutions of existing and new data carriers that are to be bought and the customer agrees to pass on this information to Supplier before the work is carried out.

- 1.9 In deviation of that set out in article 3 (Pricing) of the general terms and conditions, the following applies for creative productions: 50% of the total amount is paid when an order is placed and 50% once the order is complete.

### **Event Rental Provisions**

- 1.1 The equipment is hired out per day or per multiple days. In all cases, the equipment remains the property of Supplier.
- 1.2 When the equipment is hired out for in excess of a day, a price per subsequent day will be calculated for each additional day. One (subsequent) day shall be charged for the weekend.
- 1.3 All payments must be made in advance and for each bank. This provision can be deviated from for customers who hire equipment on a regular basis or once credit has been accepted, only in mutual consultation.
- 1.4 Supplier is entitled to make the customer pay a deposit upon delivery to the sum of ten times the daily rental price of the equipment in question.
- 1.5 When the customer places the order, he must:
- state the exact location where the event or meeting will be held.
  - pass on the mobile phone number of the contact person acting on behalf of the customer on site.
  - say when the site is not freely accessible to large vehicles and cannot be freely accessed via a smooth paved surface. If the customer does not mention this, the opposite will be assumed.
  - taking care of the necessary power supply
  - provide lunch and/or dinner for the Supplier technicians during set-up, the event and break-down, in so far as this is applicable.
- 1.6 If required and agreed, Supplier shall provide, assemble and/or operate the equipment. In the event that the equipment needs to be collected, it must be laid out at the same address as it was delivered, unless agreed otherwise.
- 1.7 If required, the equipment will be delivered to the customer by the Supplier courier service the day before the rental day between 9.00 a.m. and 4.00 p.m. and collected the day after the last rental day between 9.00 a.m. and 4.00 p.m. This arrangement may be deviated from in mutual consultation.
- 1.8 The customer is not permitted to hire out, lend or otherwise give the equipment to third parties to use.
- 1.9 All customers must prove their identity to Supplier or its courier by means of valid ID (such as a passport or driving licence) and sign it to indicate receipt of goods.
- 1.10 Operating the equipment is at the customer's expense and risk, unless expressly agreed otherwise in writing. The costs of the energy required to operate the equipment correctly are also at the customer's expense.
- 1.11 The customer must handle the equipment with the necessary care and only use it for its intended purpose.
- 1.12 In the event of a long-term rental period, the customer undertakes to maintain the equipment using the maintenance materials and maintenance tools prescribed by Supplier.
- 1.13 The customer is liable towards Supplier for any loss or damage incurred as a result of theft, loss or careless use.
- 1.14 Repair of damage or maintenance as a result of careless use, repairs and/or inexpert maintenance carried out by or on behalf of the customer, shall be carried out and repaid by the customer once inspected by Supplier.
- 1.15 In the event that the hired equipment is damaged or incurs faults during the rental period, the customer shall be charged for the repair costs at the normal repair rates adopted by Supplier.
- 1.16 In the event that the hired equipment becomes irreparably damaged or is completely lost, the customer shall owe Supplier a sum equivalent to the costs of purchasing replacement equipment.

- 1.17 If repairs and/or maintenance carried out during the rental period result in the equipment being used by the customer for longer than was originally agreed, the rental period will be extended by this extra time and the customer must also pay for the extension of the rental period.
- 1.18 The customer does not have the option of insuring hired equipment via Supplier, but should arrange this with his insurance agent himself if required.
- 1.19 Supplier examines and maintains the equipment on a regular basis and inspects it before issuing it to the customer. Supplier is not however liable for the equipment being rejected or for any potential direct or indirect loss or damage resulting from this on the part of the customer.
- 1.20 The customer is advised to test the equipment before use. In the event that the equipment fails to work, Supplier shall provide the customer with replacement (and comparable) equipment in so far as this is available.
- 1.21 Supplier reserves equipment and manpower to meet the customer's order/wishes. Therefore, if a confirmed order is cancelled, costs will be charged equal to a percentage of the total order value of the equipment, man-hours and transport. We apply the following percentages:
  - Cancellation > 30 days before build date »» No charge
  - Cancellation < 30 days before build date »» 25% on material, 40% on crew & transport
  - Cancellation < 21 days before build date »» 37,5% on material, 60% on crew & transport
  - Cancellation < 14 days before build date »» 50% on material, 80% on crew & transport
  - Cancellation < 7 days before build date »» 100% on material, crew & transport
- 1.22 Translated with [www.DeepL.com/Translator](http://www.DeepL.com/Translator) (free version) In addition to the points outlined in article 7 of the Supplier general terms and conditions, Supplier is not liable for any loss or damage, of whatever nature, incurred on behalf of the customer and/or third parties as a result of 1) providing the equipment too late, 2) use of the equipment or 3) faults on the equipment.
- 1.23 The customer indemnifies Supplier against third-party claims.

*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.*