

THIRD PARTY PRODUCT TERMS – D SOFT

A. INTRODUCTION

- 1.1 These Third Party Product Terms detail the provision by Klipboard to Customer of the D Soft services and sets out the obligations of the Customer in relation to its access to and use of such service. Third Party Products are provided by third party suppliers, and the provision of these Third Party Product Terms reflect or flow down the terms and basis on which such Products are provided to Klipboard.
- 1.2 Capitalised terms used in these Third Party Product Terms, but not defined in these terms, are defined in the Klipboard Section A Terms and Conditions.
- 1.3 The Customer acknowledges and agrees that the obligations set out in this Schedule are owed directly to D Soft and are a condition of the Customer's continued access to and use of the D Soft services.

B. OBLIGATIONS

1. RIGHT OF USE:

- 1.1 Customer is granted with a non-exclusive and non-transferable right to use the Service Platform for the Customer's internal business purposes. The Customer may not allow the Services Platform to be used for the benefit of any other (legal) person than the Customer.
- 1.2 The Service Platform is offered as Software as a Service (SaaS), and reference to the right of use in the Agreement shall be interpreted as follows:
 - 1.2.1 Such right of use does not grant the Customer any right to have or take note of the Service Platform in source and object code;
 - 1.2.2 Such right of use does not grant the Customer any right to reproduce, copy or share the Service Platform with third parties;
 - 1.2.3 Such right of use includes the configuration, provision and maintenance of the hosting facilities used to offer the Service Platform as SaaS.

1.3 The Customer shall not in any way use the Service Platform for purposes other than those for which the Service Platform is intended, including (but not limited to):

1.3.1 the exchange of electronic messages between different ERP systems or platforms;

1.3.2 converting paper and pdf documents into an electronic message;

1.3.3 archiving these messages;

1.3.4 the electronic signing of documents;

1.3.5 sending documents

1.3.6 Enriching and checking master data

1.3.7 Connecting web portals to ERP systems and other data sources.

1.4 The Customer is not permitted to use the Service Platform in violation of the legal provisions of the Agreement. The Customer is responsible for the content and accuracy of the data it provides to D Soft via the Service Platform. The Customer undertakes towards D Soft to use the Service Platform reasonably so that the amount of information stored by it and the volume of data transport realised by it do not deviate from what D Soft reasonably considers suitable to provide a reasonable user experience that is appropriate for the predictable usage pattern.

1.5 Customer shall:

1.5.1 comply with all applicable laws and regulations, including without limitation such laws and regulations;

1.5.2 comply with the terms of use of D Soft and the rules or guidance of any regulatory body to the extent that such provision relates to the D Soft Products;

1.5.3 be solely responsible for all use of the D Soft Product under Customer's account;

1.5.4 not make available to, or allow the use of the D Soft Product by any third parties and use commercially reasonable endeavours to prevent unauthorised access to or use of the D Soft Product and to notify Klipboard immediately upon any such unauthorised access or use; and

1.5.5 provide reasonable co-operation with requests for information from law enforcement, regulators, Klipboard and suppliers;

and indemnify Klipboard in full against any and all losses suffered by Klipboard as a result of any breach of this clause 1.5.

2. SYSTEM REQUIREMENTS:

2.1 The Customer guarantees that the internet connection used by him meets the following requirements necessary for the use of the Service Platform:

2.1.1 Presence of a modern internet browser;

2.1.2 Internet connection with a minimum speed of 50Mb/second.

2.2 The Customer is responsible for taking the necessary measures to protect the hardware and software configuration and telecommunications and internet connections against viruses, computer crime and unlawful use by its own users or by third parties.

3. MAINTENANCE AND AVAILABILITY:

Where the Third Party Service Provider implements updates and upgrades to the Service Platform at its own discretion, such updates and upgrades will be made (if practically feasible) available via the internet to the Customer who undertakes to implement these as soon as possible.

4. LOGIN DATA:

4.1 The Customer must handle the Login Data with care and is responsible for it. The Login Data is non-transferable. The Customer is obliged to maintain absolute confidentiality with regard to the Login Data towards everyone.

4.2 The Customer is liable for any use of his Login Data. All actions are at the expense and risk of the Customer.

4.3 The Customer will handle the access to the Service Platform and the information obtained therefrom in a responsible manner and the Customer is also unconditionally liable for any information that he adds to the Service Platform.

5. INCIDENTS REPORTING:

5.1 The Customer shall notify the Third Party Service Provider without delay if an incident occurs on or with the Service Platform. Incidents include:

5.1.1 the temporary unavailability of the Service Platform (or an essential part thereof), without maintenance by the Third Party Service Provider;

5.1.2 a (serious) error that has a significant impact on the operation of the Service Platform or prevents it from operating;

5.1.3 other shortcomings of a non-functional nature that do not directly affect the operation of the Service Platform.

5.2 Reports must be made to Klipboard Support.

6. CHARGES AND PAYMENT:

6.1 Klipboard shall invoice Customer periodically or monthly (whichever is applicable) for access to and use of the D Soft Product as set out in the relevant Quotation.

6.2 The Charges may be varied at any time on notice from Klipboard to Customer. Without limitation, Klipboard reserves the right to vary Charges to reflect any increase in costs from D Soft.

6.3 Customer is responsible for checking all invoices and Charges in relation to its use of the D Soft Product. Any Dispute solely relating to Charges for the D Soft Product must be raised within 7 days of receipt of an invoice from Klipboard, and with sufficient information to enable Klipboard to raise any related dispute with D Soft. Nothing in this

clause shall entitle Customer to withhold payment of any invoices. Customer must act reasonably and in good faith in relation to any D Soft Product disputes or Charge queries.

7. SUSPENSION AND TERMINATION:

7.1 Klipboard may suspend or terminate Customer's access to or use of the D Soft Product immediately without notice:

7.1.1 on instruction or at the request of D Soft;

7.1.2 in the event of a suspected breach of or where required by any acceptable use policy, applicable laws or regulations of D Soft;

7.1.3 in the event of a material breach of these Third Party Product Terms by Customer.

8. GENERAL:

8.1 Klipboard may make changes to these Third Party Product Terms:

8.1.1 at any time following an update in the terms and/or requirements of D Soft;

8.1.2 at any time following a change in law or regulation in relating to the use or provision of the Third Party Products; or

8.1.3 on not less than 30 days' prior notice

and the latest version of these Third Party Product Terms shall apply.

8.2 The latest version of these Third Party Product Terms is available at <https://www.kerridgecs.com/nl-nl/kcsnl-documentation>.

8.3 Customer acknowledges that the D Soft Products are provided as is and without warranty of any kind, whether express, implied, statutory or otherwise and Klipboard disclaims all implied warranties including any implied merchantability, fitness for a particular purpose or non-infringement to the fullest extent permitted by law.