

Service agreement

PARTIES

1. Adapting BV, with offices at Wynserdyk, 8734 GE Easterein, Chamber of Commerce number: 74685619 (the **Service Provider**).

and

2. The user, hereinafter the **Client**.

BACKGROUND

1. The parties have concluded a SaaS user agreement for the use of the AdaptingLegal software (the **Software**). This service agreement is an appendix to the SaaS user agreement.
2. The Service Provider provides a service whereby the Software is maintained and kept available.
3. The Client wants to use these services of the Service Provider.
4. The parties want to record their rights and obligations in this service agreement (the **Agreement**).

AGREEMENT

Article 1 - Description of services

1. The Service Provider will maintain the Software and keep it available and will also provide support in the use of the Software and support in the event of any incidents in the Software. Support on links with third parties not supported by us is exclusive. An additional service agreement can be concluded for this.
2. The maintenance (the **Maintenance**) will consist of the following:
 1. keeping the Software available;
 2. keeping the data stored in the Software available;
 3. preventive maintenance of the Software, so that the Client can continue to use the Software as agreed;
 4. detecting and repairing malfunctions in the Software (after a notification from the Client, as referred to in Article 4);
 5. continuously implementing updates;
 6. the continuous implementation of upgrades;
 7. support via the Adapting support desk (support.adapting.nl or support@adapting.nl);
 8. making daily backups of the data stored in the Software. The management period used by Adapting is 2 weeks.
3. The Service Provider will carry out the Maintenance, which may have consequences for the availability of the Software, per situation at a time agreed with the client (the **Maintenance Window**).



Article 2 - Service Level

1. The Service Provider will ensure that the Software can be used in accordance with the agreements in the SaaS user agreement.
2. The Service Provider will endeavor to make the Software available to the Client 24 hours a day, 7 days a week during this Agreement. The Service Provider strives for an availability of the Software of 99.9%. The parties mean 'availability': the number of minutes that the Software has been available in a calendar month during this Agreement. Availability does not include time spent on emergency maintenance, the time during which the Software was unavailable due to force majeure and the Maintenance Window.
3. The service provider ensures a daily backup of user data with a retention period of 14 days.

Article 3 - Updates and upgrades

1. Service provider will regularly perform software updates. These updates fix known errors in the Software or make minor improvements to the functionalities.
2. Service provider will implement upgrades. An upgrade is a subsequent version of the Software in which new or changed functionalities are implemented in the Software.
3. The Service Provider will inform the Client if an update or upgrade has been carried out and report which improvements or changes have been made to the Software.

Article 4 - Disruptions

1. The Client will inform the Service Provider via the Adapting support desk (support.adapting.nl or via support@adapting.nl) of any malfunctions during the use of the Software. The parties understand 'disruption' as: all interruptions in the Software and all events that make the Software less usable (the **Disruption**).
2. The Client reports a Malfunction via the Adapting support desk during and outside office hours. The Service Provider will make every effort to process the Disruption as quickly as possible and to classify it according to priority:
 - Priority 1: the Software is not accessible via the Internet
 - Priority 2: There is a technical problem with one or more modules of the Software.
3. After the Malfunction has been reported during office hours, the Service Provider will send a substantive response within the following periods (the **Response Time**):
 - Priority 1: 2 hours;
 - Priority 2: 4 hours.
4. After a substantive response to the report has been given, the service provider will resolve the Malfunction based on the queue (the **Resolution Time**):
 - Priority 1: 6 hours (indicative);
 - Priority 2: 24 hours (indicative).



5. The parties understand 'solution' to mean any measure that permanently or temporarily resolves the Disruption. If the Service Provider offers a temporary solution, the Service Provider will endeavor to provide a permanent solution as soon as possible.
6. The Response Time mentioned above applies during office hours from Monday to Friday between 8:30 AM and 5:30 PM, with the exception of Dutch public holidays.
7. The Service Provider will inform the Client during and at the end of the Disruption via the AdaptingLegal disruption page (adapting.nl/storingen) about progress and solution.

Article 5 - Compensation

1. The fee agreed in the SaaS user agreement is also a fee for the services under this Agreement (the **Maintenance Fee**). This does not apply to services for which a separate fee is stated.
2. Additional activities by the Service Provider such as:
 - supporting the Client with regard to the (functional) application use of the Software,
 - requesting backups,
 - making adjustments to templates that are part of the Online Template Database,
 - supporting or implementing adjustments to templates developed by the Client itself
 - and (major) changes or implementing custom adjustments such as custom links for the customer, interface adjustments for the customer and design of customer-specific products,

are not included in the Maintenance Fee.

Additional work desired by the Client will be carried out by the Service Provider in accordance with the rates agreed in the SaaS user agreement.

Article 6 - Duration and Termination

1. This Agreement takes effect as soon as the Client uses the Software for the first time. The Parties enter into this Agreement for as long as the SaaS User Agreement between the Parties is in force. This Agreement cannot be canceled separately from the SaaS User Agreement.
2. Parties may terminate this Agreement with immediate effect in the following cases:
 1. a suspension of payments has been applied for for the other Party;
 2. the other Party is or will be declared bankrupt;
 3. the other Party has been taken by seizure measures; or
 4. the company of the other Party has been or will be dissolved.

Article 7 - Liability

The Service Provider will perform the Service to the best of its ability. The Service Provider is not liable for any damage whatsoever arising from this Agreement or arising from a shortcoming in its implementation. The Service Provider is not liable for the consequences of (any) inaccuracies relating to the Service.



Article 8 - Confidentiality

Parties and any third parties engaged by the Service Provider for the performance of the Service are obliged to keep each other's confidential information secret.

Article 9 - Transferability

Parties may not transfer their rights and obligations under this Agreement (in part) to third parties, unless they have the prior written consent of the other Party.

Article 10 - Costs, default

1. The Client must reimburse all costs incurred by the Service Provider to force the Client to comply with this Agreement.
2. If a certain obligation is not fulfilled or a certain period for the fulfillment of an obligation expires, the Client is (automatically) in default. A notice of default is not required.

Article 11 - Nullity

If any part of this Agreement is void or voidable, it will not affect the validity of the remainder of the Agreement. The void part will be replaced by a provision that follows the content of the void provision as closely as possible.

Article 12 - Final provision

1. Only written changes to this Agreement are valid.
2. This Agreement replaces all previous agreements between the Parties.

Article 13 - Applicable law

Dutch law.

Article 14 - Competent court

Central Netherlands District Court

Version: November 2023

