

# Enovation TRANSFER TERMS AND CONDITIONS

## Version 1.3 / May 2024

### Artikel 1 - Definitions

1.1 In these terms and conditions, the following terms have the meanings specified. Different definitions may be included in the SLA.

|                        |                                                                                                                                                                                                                                                                                                         |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Agreement</b>       | Set of documents consisting of the (electronically) signed TRANSFER agreement, TRANSFER Terms and Conditions, TRANSFER Service Level Agreement and the applicable general terms and conditions, in combination with the Data Processing Agreement.                                                      |
| <b>Application(s)</b>  | Enovation TRANSFER including, if and insofar as expressly agreed: <ul style="list-style-type: none"><li>• Transfer</li><li>• Capacity overview</li></ul>                                                                                                                                                |
| <b>Availability</b>    | The period during which the Application is properly provided by the Supplier in accordance with the SLA.                                                                                                                                                                                                |
| <b>Client</b>          | The contracting party with whom the Supplier has concluded the Agreement regarding the Application, being the client.                                                                                                                                                                                   |
| <b>Incident</b>        | An error or defect in the Application that directly or indirectly disrupts its functioning.                                                                                                                                                                                                             |
| <b>Intended Use</b>    | The Enovation TRANSFER Application is an Electronic Transfer File and its purpose is to facilitate the transfer of the transfer file electronically (Application).<br><br>Enovation TRANSFER can be used from the moment it becomes clear that a patient needs follow-up care until the final transfer. |
| <b>Means of Access</b> | Means intended to enable access to and/or use of the Application.                                                                                                                                                                                                                                       |
| <b>Personal Data</b>   | Data relating to natural persons as defined in the UK General Data Protection Regulation (UK GDPR)                                                                                                                                                                                                      |
| <b>Service Window</b>  | The time frame during which the Supplier's support services are available.                                                                                                                                                                                                                              |
| <b>Software</b>        | The standard and customised software with links and documentation to which the Client acquires a right of use and/or copyright under this Agreement, and with the help of which the agreed functionality of the Application is achieved.                                                                |
| <b>Supplier</b>        | The subsidiary of Enovation Group BV that is a party to the Agreement, of which these terms and conditions form an integral part and which holds the intellectual property rights to the Application and makes the Application available to the Client as a SaaS service, being the contractor.         |
| <b>Training</b>        | Service consisting of knowledge transfer, the purpose of which is to familiarise the User and/or Client with the functionality of the Application and its use, so that after commissioning, they can work with it in an adequate manner, as required for their specific activities.                     |
| <b>User</b>            | A (natural) person authorised by the Client to use the Application.                                                                                                                                                                                                                                     |

### Artikel 2 - General

- 2.1 These terms and conditions relate to the Application to be made available by the Supplier to the Client.
- 2.2 The Parties shall conduct themselves as a good contractor and a good principal.
- 2.3 The contract term of the Agreement is at least one full calendar year. The Agreement will be tacitly renewed for the duration of one calendar year at a time.
- 2.4 This Agreement may be terminated by either party at the end of the contract term agreed in the Agreement, provided that notice of termination is given in writing and with a notice period of at least 6 months, and without prejudice to the provisions of Article 2.3. Neither party shall be liable for damages to the other party as a result of such termination. If the Supplier has granted the Client one or more discounts in connection with a certain minimum term of the Agreement, the Client shall reimburse the Supplier for the discounts granted if the Agreement ends before the expiry of that term for any reason whatsoever.
- 2.5 If the Client has issued a direct debit authorisation, the Client shall be entitled, if the Client does not agree with the direct debit, to instruct the bank to reverse the payments made within the period specified by the bank. Withdrawal of a direct debit authorisation by the Client must be done in writing to the Supplier.
- 2.6 The Supplier will increase the rates once per calendar year in line with the consumer price index for all households, without the Client having the right to terminate the Agreement on this basis.
- 2.7 The Supplier shall be aware of the objectives of the Client with regard to entering into and as described in the Agreement. The Client guarantees that it has provided the Supplier with sufficient information for this purpose and declares that it is prepared to provide further information on request or on its own initiative. The Supplier does not guarantee that the Application, as a standard SaaS service, is suitable for every use and/or purpose of the Client.
- 2.8 The Supplier is not responsible for any use other than the Intended Use.
- 2.9 The Client guarantees the accuracy and completeness of the information provided to the Supplier and the Supplier is not liable for the consequences if the information provided is incomplete or incorrect. In addition, the Client will always inform the Supplier in good time of any circumstances that may affect the service and its Availability.
- 2.10 During the performance of the Agreement, i.e. both during the phase of the agreed implementation work and during the phase in which the Supplier provides Service and Support, the Client shall ensure, in a timely manner and at its own expense, that it has a sound infrastructure and network facilities. When using the Application, the Client shall use the supported browser software and equipment specified by the Supplier. The Supplier is at all times entitled to make changes to this specified infrastructure, browser software and equipment. The Supplier does not guarantee that all (versions of) browser software can be supported on a permanent basis. The Supplier may at any time require the Client to adapt its browser software, equipment and/or infrastructure at its own expense if, in the Supplier's opinion, this is necessary for the proper functioning of the Application.
- 2.11 Verbal communications or commitments by the Supplier or additional agreements between the parties relating to the Agreement or its implementation have no legal force unless confirmed by the Supplier in writing or by email.

### Artikel 3 - Implementation & configuration

- 3.1 The Supplier is obliged to perform implementation services if and insofar as this has been expressly agreed in writing in the Agreement. Implementation and configuration are understood to mean making the Application available to the Client ready for use. Implementation does not include data conversion, unless otherwise agreed in writing between the parties.
- 3.2 Implementation shall be carried out at the rates expressly agreed in writing for this purpose or, in the absence of such a written agreement, at the Supplier's usual rates.
- 3.3 Implementation also includes instruction, not being Training, to familiarise the Client and service employees with the use of the Application and the functionality of the Application.

- 3.4 Personnel engaged by the Supplier in the performance of the Agreement must meet the general requirements of professional competence and expertise. If the Agreement is aimed at the deployment of a specific, pre-agreed member of staff, the Supplier is obliged, at the Client's first request, to enter into consultation regarding the replacement of this staff member within a reasonable period of time if, in the Client's opinion, that staff member does not meet the general requirements of professional competence and expertise.
- 3.5 The Client has the right to identify personnel deployed by the Supplier at the Client's location during the performance of the Agreement.
- 3.6 Prior to the commencement of the agreed implementation work, the Client shall ensure that a suitable installation location is available with the necessary facilities, such as a working internet connection and a properly functioning computer system. The Supplier reserves the right to suspend or terminate the implementation work if the facilities, the computer system and the software required in that regard do not meet the minimum requirements as described in the Agreement or otherwise do not meet the requirements demanded by the Supplier.
- 3.7 If the agreed implementation and configuration cannot take place because the Client has provided incorrect information and/or has not provided what is specified in Article 3.6 or has not provided it on time, the Client will be charged for the costs incurred.
- 3.8 The Supplier may require that the Application and/or the results of the implementation work be subjected to an acceptance test by the Client. In any case, operational use of the Application shall be deemed to constitute acceptance by the Client. The Client accepts the Application on an "as is, where is" basis.
- 3.9 Any work that is not part of the agreed implementation and configuration but is carried out at the Client's request may be charged to the Client at an additional cost.
- 3.10 It is expressly pointed out that the Supplier is not liable for any damage related to additional work as referred to in Article 3.9.

#### **Artikel 4 - Access and authorisation management**

- 4.1 In order to use the Application and support services, the Client must identify itself by Means of Access tools, with the option of two-step verification, before the Supplier grants authorisation for access to or use of the Application.
- 4.2 The Client is responsible for any use, with or without its consent, of the Application and the Means of Access made available to it. The Supplier is not liable for damage suffered by the Client and/or third parties as a result of unauthorised use of these Means of Access.
- 4.3 The Means of Access provided are non-transferable, strictly personal and intended exclusively for use within the Client's organisation. The Client and User shall exercise due care with regard to the use of the Means of Access and keep them secret from third parties.
- 4.4 The Client shall immediately inform the Supplier if the Means of Access are used without authorisation or if the Client has reasonable grounds to suspect this.
- 4.5 The Client may request the Supplier to block the Means of Access. The Supplier is also entitled to block Means of Access at any time on its own initiative if the Supplier is aware of or has reasonable suspicion of unauthorised use of the Means of Access. In that case, the Supplier is not liable for damage suffered by the Client and/or Users as a result of blocking the Means of Access.

#### **Artikel 5 - Use & intellectual property**

- 5.1 All intellectual property rights to the Applications, Software and associated technical development documentation and user documentation are vested exclusively in the Supplier or a licensor of the Supplier.
- 5.2 During the term of the Agreement, the Supplier grants the Client the non-exclusive right to use the Application as a SaaS service, subject to full payment of the fees due.
- 5.3 The right of use referred to in Article 5.1 is non-transferable and is for the Client's use only.
- 5.4 The right of use referred to in Article 5.1 does not include the source code of the Application. The Supplier is never obliged to provide the source code of the Application to the Client.
- 5.5 Upon expiry of the term of the Agreement, the right of use shall automatically terminate and the Client shall immediately cease and desist from using and/or accessing the Application.
- 5.6 Matters relating to maintenance and support of the Application will be laid down in an SLA.
- 5.7 The Supplier is not obliged to receive software (including the source code and documentation) from the Client and to analyse it for any purpose whatsoever. If the Client wishes to achieve interoperability of the Application with its own software or third-party software, this shall be done exclusively under the full responsibility of the Client.
- 5.8 Documentation as referred to in the Agreement consists of available user manuals and technical documentation. The Supplier undertakes to supply the agreed available documentation.
- 5.9 The Client is free to reproduce the documentation and use it exclusively for its own use, provided that the source is acknowledged. The Supplier's documentation is confidential and shall not be made available to third parties by the Client.
- 5.10 The Supplier shall ensure that available new versions of documentation are made available to the Client.
- 5.11 The Supplier shall not retain Personal Data for longer than necessary, including the statutory period or any other period agreed between the parties. The Supplier shall never retain Personal Data for longer than the duration of the Agreement.
- 5.12 Upon termination of the Agreement, or if applicable at the end of the agreed retention periods, or at the written request of the Client, the Supplier shall, at reasonable cost, at the Client's discretion, irrevocably destroy the Personal Data or return it to the Client. At the Client's request, the Supplier shall provide proof that the data has been irrevocably destroyed or deleted. Any return of the data will take place electronically in a commonly used, structured data format, the choice of which is at the Supplier's discretion. If return, irrevocable destruction or deletion is not possible, the Supplier will immediately inform the Client thereof.
- 5.13 Upon termination of the Agreement by the Client, the Supplier is willing to enter into discussions regarding the proper transfer of data to a successor supplier/service provider. The Supplier reserves the right to draw up an additional Agreement for this purpose and will not commence work until the parties have reached agreement on the terms and conditions and costs, which will be borne by the Client, of such an arrangement.

#### **Artikel 6 - Service & Support**

- 6.1 The Client must report Incidents to the Supplier as soon as possible, clearly stating the nature of the Incident.
- 6.2 For all questions regarding the Application and reporting Incidents, the Client may contact the Supplier's service desk, in accordance with the provisions of the SLA.
- 6.3 The Client shall provide all cooperation requested by the Supplier in relation to Service & Support, such as management, including the temporary suspension of use of the Application.
- 6.4 If and insofar as not already laid down in the SLA, the Supplier may impose conditions on the qualifications and number of the Client's employees who are eligible for Service & Support.
- 6.5 If, in the reasonable opinion of the Supplier, the Client makes disproportionate use of the Supplier's Support & Services and/or if the Client's employees do not have adequate knowledge to use the Application, the Supplier may require the Client to purchase additional support at additional cost. Additional support may take various forms, including, but not limited to, on-site support at the Client's premises. Unless specific price agreements have been made in the SLA, the Supplier's usual rates for this additional support shall apply.

#### **Artikel 7 - Security and privacy**

- 7.1 The Client and the Supplier shall take appropriate technical and organisational measures to secure (the use of) the Application and the data to be processed therein, as well as the necessary infrastructure, in accordance with ISO 27001 and/or NEN7510 (for information security) and other standards required by law and applicable standards.

- 7.2 The Client and Supplier shall comply with the obligations relating to security, confidentiality and privacy as laid down in the UK General Data Protection Regulation (UK GDPR).

#### **Artikel 8 - Decommissioning**

- 8.1 The Supplier reserves the right to temporarily make the Application inaccessible to the Client if and for as long as the Client fails to fulfil an essential obligation towards the Supplier with regard to the Agreement, or acts in contravention of the terms and conditions set out in the Agreement. The Supplier shall notify the Client of this in advance, unless this cannot reasonably be expected of the Supplier. The Supplier's payment obligation is at all times an essential obligation.
- 8.2 The Client shall owe the agreed fees for the period of suspension of use as referred to in Article 8.1.
- 8.3 The Client will regain access to the Application as soon as it has fulfilled its obligations within a period to be determined by the Supplier or, if the obligation is of a financial nature, has paid a fee determined by the Supplier in this regard.

#### **Artikel 9 - Force majeure**

- 9.1 The Supplier is not obliged to comply with agreements in the Agreement and/or the SLA in the event of force majeure. Force majeure includes, among other things: (i) a force majeure situation at suppliers, (ii) errors or defects in products or services of third parties used by the Supplier, (iii) a violation of the *fair use policy* by third parties, (iv) government measures, (v) power failure, (vi) errors or malfunctions of the internet, computer network or telecommunications, (vii) cyber incidents including, but not limited to, a *denial of service* attack (DDoS), ransomware and other forms of malware, (viii) war, (ix) high work pressure, (x) strikes, (xi) general transport problems and (xii) a pandemic.