

UMO cx CONDITIONS – version V14

Article 1 - Definitions

Account	An account is a shielded section within a Tenant. Within the Tenant there will be one or more account(s).
Agent	Employee of Customer and uses UMO cx in the execution of his/her function.
Agreement	A set of documents consisting of the (advanced electronic) signed Quotation, including the UMO cx product the (advanced electronic) signed Quotation, including the UMO cx product description, UMO cx Conditions, the applicable general terms & conditions, Service Level Agreement (SLA) and Document Agreements and Procedures (DAP)
Analogue Alarm Device	An Analogue alarm device is a device attached by a cable to a landline (telephone network) or GSM SIM Network and uses tone based protocols to launch Notifications to UMO cx.
Channel	One channel of UMO cx can receive one Notification at a time. The combination of more Channels determines the number of Notifications UMO cx can receive in parallel. The number of Channels is agreed in the Agreement.
Client	A natural person who uses one or more services of Customer, whereby Customer uses UMO cx for the service(s) concerned.
Connection	A Connection is a device that is linked to one or more Client(s) according to the linked data source for data management
Corrective Maintenance	Maintenance tasks that are undertaken to identify, isolate and repair a fault in order to restore UMO cx to an operational condition so it can perform in line with the UMO cx product description.
Customer	The organization that will use the UMO cx service after signature of the Agreement.
DAP	Document Agreements and Procedures in which operational agreements are agreed between the Vendor and Customer with regard to the (purchased) service provision.
Device	All kind of equipment that is able to launch Notification towards UMO cx.
Maintenance Incident	A matter or situation regarded as unwelcome or harmful and needed to be dealt with, with the intention to get the operation of UMO cx back in line with the UMO cx product description.
Maintenance Incident Call	An interaction by which the Customer requests upon the agreed support for UMO cx.
Maintenance Window	The Maintenance Window is the period not covered by the Service Window. Maintenance with expected downtime will preferably take place during this period, as stated in the Service Level Agreement (SLA)
New Version	The UMO cx which features have been modified compared to the previous version.
Notification	The action that transmits information to UMO cx.
Passage ID	A service provided by Enovation used for secure login processes with two-factor authentication on services and/or applications provided by Enovation, including UMO cx.
Personal Data	Data of an identified or identifiable natural person as meant in the General Data Protection Regulation.
Service Window	The period during which the Vendor is obliged to provide the availability of UMO cx according to the SLA.
Tenant	A Tenant is a shielded section in UMO cx for exclusive use by a Customer.
UMO cx	The Multiple Service Centre Solution provided by the Vendor in line with the UMO cx product description and as configured in accordance with the signed Quotation
Vendor	ENOATION GROUP or any of the Enovation group subsidiaries as named in the Agreement.

Article 2 - General

- 2.1 These conditions concern UMO cx to be provided to the Customer by the Vendor.
- 2.2 The Agreement will have an effective period of at least one complete calendar year, unless agreed otherwise in the signed Quotation.
- 2.3 Either party has the right to terminate the Agreement at the end of a contact period by means of written notice sent to the other party. The termination must take place in writing at least 6 months before the end of the contract period, unless agreed otherwise in the signed Quotation. The Agreement will always be tacitly renewed by 1 calendar year, unless agreed otherwise in the signed Quotation.
- 2.4 The Vendor has the right to increase the rates once per calendar year with a maximum of the consumer price index for all households without giving the Customer the right to terminate the Agreement on this ground.
- 2.5 If the Customer has given a direct debit order, the Customer will have the right to instruct the bank to reverse the paid fees within the statutory period if the Customer does not accept the charges. The Customer must revoke a direct debit order by sending a written notice to the Vendor.

Article 3 - Manageability and availability

- 3.1 The UMO cx will be available 24 hours per day throughout the year, excluding Maintenance Windows and unless agreed otherwise in the Service Level Agreement.
- 3.2 The Vendor works continuously on keeping the maintenance periods with an impact on or downtime of the UMO cx to a minimum using as much as possible the continuous deployment principle. This means that technical adjustments without an impact will be carried out during the Service Window.
- 3.3 The Vendor is responsible for the Corrective Maintenance of UMO cx. Application management is not part of this corrective maintenance.
- 3.4 If downtime of the UMO cx is expected during maintenance activities, the Vendor will announce the scheduled maintenance at least the amount of business days agreed in paragraph 2.2 of the SLA in advance of the Maintenance Window.
- 3.5 The Vendor is always entitled to maintain and modify the UMO cx.
- 3.6 The Vendor will provide release notes with each New Version. These notes will describe the changes made in the New Version and the system requirements.
- 3.7 The Vendor will not conduct any administrative activities and is not responsible for the selection, the fitness for use and availability concerning the equipment and software located at the site of the Customer and/or Client, even if that equipment and software has been advised by Vendor. Nor will the Vendor be responsible for the availability of the telecommunications infrastructure used as part of the infrastructure of the Client and/or Customer.
- 3.8 The Vendor requires that the Devices use the interface agreed in the partner programme and are always connected to the infrastructure for which they were initially developed. Vendor has no liability for disruptions resulting from the use of other infrastructure and/or interface, even if this replacement infrastructure and/or interface is equivalent.
- 3.9 Vendor shall not retain Personal data longer than strictly necessary, which includes the statutory retention period or any retention period agreed between the parties. Under no circumstances shall Vendor retain the Personal data longer than the duration of the Agreement.
- 3.10 When the Agreement is terminated, or, where applicable, at the end of the agreed retention period, or upon the written request of Customer, Vendor shall, at reasonable costs, irrevocably, destroy or cause to be destroyed the Personal data, or restore them to the Customer. At the request of Customer, Vendor shall submit evidence of the irrevocable destruction or removal of the Personal data. If the Personal data are to be restored, such shall be done electronically, in a commonly used, well-structured and documented data format, the choice of which lies with Vendor. If a restoration, irrevocable destruction or removal of the data is impossible, Vendor shall notify Customer of this fact at once.
- 3.11 Only prior to or simultaneously with the notification of a desired termination of the Agreement does the Customer have the option of requesting a data transfer. Data will be transferred within the period of time agreed on in the agreement in a common format. The choice of the common format lies with Vendor. A common format is at least one that is not only readable by Vendor's products.
- 3.12 Costs incurred in the context of the stipulation in the previous paragraph may be charged to the Customer as laid down in the Agreement.

Article 4 - Implementation

- 4.1 The implementation of the UMO cx Tenant for Customer will be done by the Vendor and will be charged as agreed in the signed Quotation.
- 4.2 Before the start of and during the implementation activities, the Customer will arrange a suitable installation site with the necessary facilities, such as a working Internet connection and a well-functioning computer system. Vendor has the right to suspend installation if available computers do not meet the required minimum requirements as stated in the UMO cx product description. Vendor is not responsible for any faults occurring during or after the implementation activities if the Customer has not fulfilled

- the minimum requirements.
- 4.3 Extra costs will be charged to the Customer if the implementation cannot take place because the Customer has provided incorrect or incomplete data and/or has not provided the facilities set out in Article 4.2, without prejudice to the Vendor's right to exercise any other statutory and/or agreed right.
- 4.4 Vendor does not make use of an acceptance test, except when explicitly agreed upon in writing with Customer. The moment of operational use is seen as acceptance of the UMO cx. Customer will accept the software in the state as it is on moment of delivery, meaning the software will be delivered 'as is, where is' and with all visible and invisible defects.
- 4.5 All work which is not part of the implementation activities but performed at the request of the Customer will be charged to the Customer in accordance with its standard rates.
- 4.6 The Vendor expressly refers to the fact that it will be indemnified from any form of liability for damage caused by additional work as referred to in Article 4.5.
- 4.7 In the case Analogue alarm devices are used by Customer, Customer is required to use all telephone numbers provided by Vendor simultaneous in the Analogue alarm devices in order to guarantee redundancy.
- 4.8 The number of agreed Channels is described as a bandwidth and Customer accepts that, due to circumstances beyond control of the Vendor, the full bandwidth will not be available to Customer under all circumstances.
- 4.9 The number of agreed Channels determines the maximum number of simultaneous Notifications that the Tenant of Customer is able to receive.
- 4.10 When, to the sole opinion of Vendor, a Device shows inappropriate behaviour which disturbs the UMO cx, Vendor is allowed to block this particular Device until this behaviour is addressed. Vendor will notify Customer of this, unless he cannot do so.

Article 5 - Authorisation management

- 5.1 In order to be able to use UMO cx, the Customer must identify itself by means of Agent credentials for the relevant web applications which can be accessed using Passage ID with using two-factor-authentication before the Vendor will authorise the Agent to access the UMO cx.
- 5.2 The Customer will always be responsible for any use of its Agent credentials.
- 5.3 The Customer cannot exercise any right to obtain specific usernames and/or passwords.
- 5.4 The Customer will, insofar as reasonable, be liable for the use and the abuse of its Tenant.
- 5.5 The Customer must immediately inform the Vendor if any changes occur in the data of the Tenant.

Article 6 - Use of UMO cx

- 6.1 The Vendor will grant the Customer the non-exclusive right to use the UMO cx during the effective period of the Agreement.
- 6.2 The right of use set out in Article 6.1 is non-transferable and applies solely to use by the contractually designated Customer.
- 6.3 When using the UMO cx, the Customer will act in a manner which can be expected of a responsible and careful Agent.
- 6.4 UMO cx is not by default fit for every purpose and/or use of Customer.

Article 7 - Accounts

- 7.1 Only if explicitly agreed in the signed Quotation or written amendment of the Quotation between Vendor and Customer, will Customer be entitled to give one or more named third parties the use of and/or access to an UMO cx Account on the basis of a written sub-licence, with due observance of the provisions of this article. In such an agreement whereby the Customer is granted the right to provide accounts to named third parties, the Vendor may set (further) financial conditions, amongst other things, but not limited to. Without prejudice to the provisions of this Article 7, the terms and conditions of the sub-licence are substantively the same as the terms and conditions of the Agreement.
- 7.2 The Customer shall only sub-licence or make accessible UMO cx to a named third party if the Customer has first obtained written permission from the Vendor for that third party. In all cases the Vendor is entitled to refuse permission for whatever reason or to attach (further) conditions to his permission. The Customer is not entitled to (commercially) exploit UMO cx by a third party.
- 7.3 If necessary, the Customer shall be obliged, in its relationship with a third party to whom UMO cx is provided or made accessible for use, to use a written sub-licence, the terms and conditions of which (for use) shall require the prior written approval of Vendor. These (terms of use) shall at least provide that the right to use or access UMO cx shall be non-exclusive, non-transferable, non-sub-licensable and non-pledgeable. These (terms of use) may contain further (usage) restrictions.
- 7.4 The granting of a sub-licence as referred to in this Article creates an agreement between the Customer and the relevant third party. The Vendor is not a party to that agreement. The Customer is in no way the representative or agent of the Vendor, will not bind the Vendor in any legal sense and will also not create the appearance of any power of representation.
- 7.5 If Customer has granted a sub-licence to a third party for the use of and/or access to UMO cx, Customer is responsible for ensuring that the third party in question complies properly with the (terms of use) of the sub-licence. The Customer shall inform the Vendor in writing if it discovers or suspects that a third party is not properly complying with the (terms of use). The Vendor shall never be liable, on any legal ground whatsoever, to a third party using or having access to UMO cx under a sub-licence granted by the Customer. The Customer shall indemnify the Vendor against all claims of third parties who use or have access to UMO cx on the basis of a sub-licence granted by the Customer, as well as for all costs related to this.
- 7.6 The Customer warrants that the sub-licence granted by the Customer to a third party to use or access UMO cx shall terminate at the time of termination of the Agreement.
- 7.7 The Vendor is at all times entitled to terminate a right granted to the Customer on the basis of an (additional) agreement as referred to in Article 7.1 to provide sub-licences for the use of and/or access to UMO cx by giving written notice with due observance of 6 (six) months. The Vendor shall not be liable to the Customer for such termination on any grounds whatsoever. The right of use and/or access to UMO cx granted to the Customer under this Agreement and all sub-licences already issued by the Customer up to the on which the right to issue sub-licences ends shall remain in force after that moment, without prejudice to the provisions of this Article 7.

Article 8 - Service & Support

- 8.1 Vendor creates the possibility to report Maintenance Incidents for Customer to Vendor via a Maintenance Incident Call. This Maintenance Incident Call must clearly state the nature of the Maintenance Incident.
- 8.2 The Maintenance Incident Call referred to in Article 8.1 will be submitted conform the procedure as agreed in the DAP.
- 8.3 Vendor has no obligation to resolve not reported Maintenance Incidents.

Article 9 - Incidents fees

- 9.1 The costs of resolving the Maintenance Incident have been included in the fees set out in the Agreement. The Vendor will have the right to charge the Customer if the Maintenance Incident is the result of (i) incompetent or improper use by the Customer, (ii) has been reported in error, (iii) is the result of acts or omissions of the Customer in violation of the Agreement or these conditions and/or (iv) other causes that are not attributable to the Vendor. The Vendor will inform the Customer of this insofar as possible. The rates charged will be the standard rates of the Vendor.

Article 10 - Security

- 10.1 The Vendor and the Customer will arrange necessary technical and organisational facilities to secure the UMO cx in accordance with the applicable standards with regard to information security and quality of our services.
- 10.2 The UMO cx accepts in default only authenticated and encrypted Notifications and Vendor has the right not to allow non-encrypted and/or non-authenticated Notifications.
- 10.3 If the Customer chooses for non-encrypted and/or non-authenticated Notifications, the Customer shall indemnify the Vendor against all third party claims arising for the use of this type of Notifications.
- 10.4 If the Vendor so desires in addition to this article 10.1 for specific occasions, the Customer shall confirm this indemnify in writing upon first request.

Article 11 - Inaccessibility

- 11.1 The Vendor has the right to temporarily make UMO cx inaccessible to the Customer and/or to restrict the use of those if the Customer fails to fulfil an essential obligation vis-à-vis the Vendor in relation to UMO cx or acts in violation of the Enovation conditions. The Vendor will always inform the Customer of a month in advance.
- 11.2 The obligation of the Customer to pay the fees due will continue to exist during the period of inaccessibility as referred to in Article 11.1.
- 11.3 The Customer will be given access to UMO cx again once it has met its obligations within a period determined by the Vendor or, if the obligation is of a financial nature, has paid a fee determined in this respect.

Force Majeure

- 12.1 The Vendor shall not be obliged to meet any obligations under the Quotation and/or the Service Level Agreement (SLA) if it is prevented from doing so as a result of force majeure. Force majeure shall include: (i) a situation of force majeure encountered by Vendor's own suppliers, (ii), any defectiveness of third party products or software which Customer uses, (iii) a breach of the fair use policy of Vendor by third parties, (iv) government measures, (v) electricity failure, (vi) faults not attributable to Vendor which affect the internet, computer network or telecommunication facilities, (vii) cyber incidents like denial of service attacks (viii) war, (ix) excessive workload, (x) strike action, (xi) general transport problems and (xii) a pandemic.