General Terms and Conditions Leviy (GT&Cs)

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Article 1: Definitions

a. Provider: Leviy B.V.
b. Purchaser: the Party that the Provider concludes an Agreement with for the supply of one or more Leviy Modules.
c. App: an application, running on a mobile device (mobile telephone or tablet).
d. Availability: the opposite of Unavailability.
e. Client: an Organisation for which the Purchaser is authorised, under the Agreement, to use the agreed Leviy Modules.
f. Location: a standalone structure or building which is considered as such by Leviy.
g. Leviy App: the Provider's App, which is made available to the Purchaser under the General Terms and Conditions of the Agreement, in order to be able to implement the agreed Modules on the agreed Platforms.
h. Leviy.com: the online service (dashboard), accessible via the internet domain www.leviy.com, with which Users can view and manage information for the agreed Modules.
i. Leviy: The product comprising the Leviy App and Leviy.com.
j. Users: Users of the Purchaser and Users of the Client.
    1. *Users of the Purchaser:* Employees who are authorised to use the LeviyApp (and Leviy.com) for or on behalf of the Purchaser;
    2. *Users of the Client:* Employees who serve as the contact person(s) for or on behalf of Clients (of the Purchaser) – with respect to an agreement between the Purchaser and the Client – and can use Leviy.com.
k. Planned Maintenance: a period of maintenance, where Leviy is not available, which has been made known to the Purchaser via website or other medium.
l. Module: a component of Leviy for a specific application, which may be made available under license by the Provider to the Recipient. The following modules are distinguished by Leviy:
    1. Quality:
    A module that allows for easy quality inspections. This can be done via DKS, MKS, RQMS, or checklists. During the execution of the audits, photos, advice, planning, and signatures (for confirmation) can also be used.
    2. Issues::
    A module that allows various issues (technical issues, cleaning reports, materials, etc.) to be reported during work using photos and advice. This module also enables the tracking and follow-up/handling of the relevant issues.
    3. Operations:
    A module that makes all work execution available in one digital place. This includes planned tasks, scheduling, and status management, while quickly sharing files and instructions with the right employees.
    4. Insights:
    A module that provides a clear overview of the progress and quality of all cleaning processes.
    5. Time Tracking:
    A module that provides insight into the presence and time distribution of employees.

6. Forms;
   A module that enables fully customised forms to be filled out and signed digitally (periodically).
7. Sensoring:
   A module that provides insight into the refill status of dispensers to improve guest experience and work more efficiently.
8. Work tickets:
   A module that ensures all tasks are available digitally. Planned and ad-hoc tasks are easily forwarded through work tickets.

m. Platform:
   A component of Leviy for a specific application at the customer level, which may be made available under license by the Provider to the Recipient. A platform provides a specific solution at the industry level. The different industries distinguished by their own platform are:
   1. Platform Cleaning companies
   2. Platform Holiday parks
   3. Platform Health care
   4. Platform Others
n. Organisation: company, institution or association.
o. Agreement: specific elaboration of arrangements between Provider and Customer to which these general terms and conditions apply.
p. Operating System: the IOS and Android operating systems. The Store for these operating systems indicates which versions are supported.
q. Generic Content: the content made available by the Provider.
r. Specific Content: the content generated by the Customer.
s. Store: the online platform where the App is distributed (App Store for Apple, Play Store for Google).
t. Fixed Hourly Rate: the hourly rate excluding VAT at which all work is charged that does not fall under the tasks for which fixed amounts have been agreed.

Article 2: Licence

a. The Customer has the right for Users to use Leviy. This right of use remains valid as long as this Agreement is in effect and all articles of this Agreement are adhered to.
b. The Customer is entitled to receive new releases (updates) of Leviy during the term of this Agreement. Upon the termination of this Agreement, Leviy's obligation and the Customer's right to the delivery of new releases or updates released during the term of this Agreement shall cease. The delivery of new releases or updates applies only to those available for Platforms.

Article 3: Service & Maintenance

a. The service refers to access to the online helpdesk system (Leviy Support) of the Provider, aimed at resolving issues for the Customer. The service through Leviy Support functions as follows:
   1. A maximum of 2 (or a mutually agreed number) users of the Customer have access to Leviy Support.
   2. Users can report an issue with Leviy by creating a ticket in Leviy Support.
   3. Each ticket is assigned a number by the helpdesk system. All activities related to the respective issue are recorded under this number.
   4. The Provider commits to the Customer to handle tickets.

   5. The Customer commits to providing assistance to enable the resolution of all issues, for example, by:

i. Providing information to the Provider that may be relevant to resolve the issue;
ii. Granting permission to make adjustments and/or changes to Leviy if necessary.

6. Issues are classified into one of the following priority levels:
   i. Priority 1, High: application downtime.
   ii. Priority 2, Medium: partial interruption/reduced performance of the application.
   iii. Priority 3, Low: issues with limited impact on the Customer.
7. The priority level is determined by the Provider's Helpdesk Agent, who forwards the issue internally to the appropriate person.
8. The response and resolution times depend on the priority level of the issue.
9. Response time is understood as the time between the Customer reporting the issue and the Provider responding to the report.
10. The maximum response times are:
    i. For priority 1: 2 hours;
    ii. For priority 2: 4 hours;
    iii. For priority 3: 24 hours.
11. The response time for priority level 1 applies 24 hours a day, 7 days a week. The response times for priority levels 2 and 3 apply during business hours.
12. The maximum resolution times are:
    i. For priority 1: 4 hours;
    ii. For priority 2: 8 hours;
    iii. For priority 3: 48 hours.
13. The response time and resolution time for priority level 1 apply 24 hours a day, 7 days a week. The response time and resolution time for priority levels 2 and 3 apply during business hours. For all resolution times, these will be paused if waiting for a (re)action from the Customer.

b. The Maintenance refers to the support provided by the Provider to the Customer in organising the Specific Content in Leviy. The Maintenance will be further detailed between the Parties regarding duration and content. If no further elaboration is specified in the Agreement between the Parties, requests from the Customer to the Provider will be charged at the Fixed Hourly Rate. Maintenance will be fully invoiced at the start of the Agreement if it concerns a one-time amount. Maintenance will be fully invoiced in the first month of each contract year if it concerns an annually agreed amount.

Article 4: Expansions

a. If the Customer wishes to make expansions to Leviy, discussions will take place between the parties. The expansions will be carried out at the Fixed Hourly Rate or, if agreed upon, at a mutually agreed fixed contract amount.

b. A yearly Budget may be established between the parties. If a Budget is in place, the Provider will maintain a record of the hours used. The Maximum Number of Hours within this Budget is the amount of the Budget divided by the Fixed Hourly Rate. Once the Maximum Number of Hours has been reached, the Provider will inform the Customer. The parties may then agree to increase the Budget or reconcile the additional hours according to the Fixed Hourly Rate. The Provider will not continue with expansions until written approval has been given by the Customer. The Budget is non-transferable to the following contract year. No refund will be provided if the Budget is not fully used.

Article 5: Duration and Termination

a. For the Agreement entered into by the parties, the agreement is concluded for the Duration agreed upon by the parties, or, in the absence of such an agreement, the Duration of one year applies.
b. The duration of the Agreement will be automatically extended for the original agreed period, unless the Customer or Provider terminates the agreement in writing, observing a notice period of three months before the end of the relevant period.
c. A termination by the Customer must always be made in writing and by registered mail, with due observance of the notice period.
d. If the usage right of Leviy registered by the Provider ends, this Agreement will also immediately terminate, without the Provider being required to refund any (part of) the costs.
e. If the Agreement is terminated:
    1. The (former) Users will no longer have access to the Leviy app.
    2. The (former) Users will have access to Leviy.com for a maximum of 180 days, during which no new Generic content will be uploaded;
    3. The return of the Specific Content will take place after further consultation;
    4. The Provider will destroy the Specific Content and other data of the (former) Users between 60 and 365 days after this Agreement has been terminated.
f. The user is not permitted, during the term of the Agreement and for two years after its termination, to launch a similar application on the market for use by third parties.

Article 6: Price and Payment

a. All prices are, unless explicitly stated otherwise, exclusive of value-added tax (VAT) and other charges imposed by the government. All prices communicated by the Provider are in euros, and the Customer must make all payments in euros.
b. A Fixed Price will be agreed upon between the Parties for the License and Service (excluding Article 3.a.4.). This Fixed Price is a price per contract year and will be invoiced in the first month (or, if already passed, the next month) of each contract year.
c. For the price of extensions and/or custom development, a Fixed Price will be agreed upon between the Parties, or work will be carried out on a cost-plus basis at the Fixed Hourly Rate of EUR 125.00 per hour for operational support (configuration, training) and EUR 150.00 per hour for development work (form adjustments, features). The agreed Fixed Price will be invoiced for 50% upon awarding the relevant extension. The remaining 50% of the Fixed Price will be invoiced upon delivery of the extension. Any development based on cost-plus will be invoiced monthly, at the end of each month.
d. The Provider is entitled to increase prices and rates annually on January 1st following the developments of the CBS price index (CPI), with the CPI at the start of the Agreement set at 100. Reductions in the index figure will not affect the prices and rates.
e. The Customer will settle each invoice with the Provider within 30 days.

f. In case of late payment, the Customer will owe the Provider interest on the entire invoice amount, including VAT, at a rate of 1 per cent per month or part of a month. If the Customer fails to make timely payment, the Provider is entitled to suspend further performance of this Agreement towards the Customer after a reminder and formal notice of default, without any liability on the part of the Provider and without prejudice to further rights to compensation for the Provider.

Article 7: Use of Leviy

a. The Customer acknowledges that the Agreement is concluded between the Provider and the Customer; suppliers of operating systems are therefore not parties to this Agreement. The Customer will not involve suppliers of operating systems in legal proceedings.
b. The Provider grants the Customer the non-exclusive, non-transferable, non-sublicensable right to use Leviy for the duration of this Agreement on mobile devices owned by the Customer.
c. The Customer accepts the legal terms and technical specifications as posted in the Store.
d. The Customer is solely responsible for the Specific Content (unless otherwise agreed), and the Customer will not infringe any (intellectual property) rights of third parties.
e. The Customer is not permitted to add direct marketing/commercial communications (advertisements, etc.) to the content.
f. The Customer shall never have the right to receive the source code.
g. The Provider does not guarantee that the Generic Content is always up to date or fully suitable for the purpose for which the Customer uses Leviy. The Generic Content is (as far as reasonably possible) current at the time of its placement in the app. The date listed at the publication of a topic is decisive.
h. The user cannot derive any rights from the content as presented in Leviy, neither against the Provider nor against any third party providing content.
i. The Provider does not guarantee that the specialists are always reachable or still employed by the third party that provided the Content.
j. The Customer is not permitted to:
    - Copy Leviy;
    - Rent or sell Leviy;
    - Grant a sublicense for Leviy;
    - Make Leviy otherwise available to third parties;
    - Modify Leviy or attempt to obtain the source code;
    - And/or develop derivative works of Leviy.
k. The Customer is permitted to share all Generic and Specific Content in Leviy with Clients.
l. The Customer declares, among other things, that they are not located in a place subject to a United States embargo when using Leviy.
m. The customer accepts the interests of the Operating System Providers in the correct use of Leviy: The customer therefore accepts that the Operating System Providers may act independently against violations of these general terms and conditions and against violations of the terms as set by the Operating System Provider itself.

Article 8: Obligations, Liability, and Indemnification

a. The provider is entitled to transfer all rights and obligations arising from this Agreement to third parties. The customer is not entitled to do so.

b. The provider's liability for any breach of its obligations under the Agreement, tort, or other grounds, including any indemnity obligation, is at all times (i.e. cumulative and aggregated liability) limited to (i) direct damage, and (ii) in any given calendar year, limited to the amount

paid out by the provider's liability insurer in the relevant case. If the provider's insurer does not pay out, the provider's liability is limited to the amount paid by the customer in subscription fees during the preceding calendar year, with a maximum of EUR 50,000. Any other liability is excluded, including for indirect damage (such as data loss) and for example, damage arising from or resulting from incorrect use of Leviy and/or damage from the unavailability of Leviy or from possibly incorrect content display. A condition for the creation of any right to compensation is that the damage is reported to the provider in writing as soon as possible after its occurrence. The limitation of liability will not apply if and to the extent that the damage is caused by the provider's or its executives' intentional or grossly negligent actions ("own actions").

c. The provider indemnifies the customer against liability or (other) claims from third parties, provided that these claims can be demonstrated to have been caused solely by the actions of the provider. In other cases, the customer indemnifies the provider and/or platform suppliers against liability or (other) claims from third parties, including liability and (other) claims arising (directly or indirectly) from the failure to comply with these general terms and conditions.

Article 9: Intellectual Property

a. All intellectual and industrial property rights to Leviy (in source and object code) and to the Generic Content (in any form: text, photos, videos, animations, etc.) are held by the provider.
b. The customer accepts the terms set by third parties when using third-party services such as "links" in the Generic or Specific Content, or when designing Specific Content. The use of services is at the customer's own risk. Neither the provider nor any third party guarantees in any way the availability, currency, completeness, or reliability of any service. Service also includes the information on the Leviy.com website.
c. The provider has the right – among other things, for backup purposes – to make copies of Specific Content.

Article 10: (Personal) Data

a. The customer acknowledges that, under the General Data Protection Regulation (GDPR), they are the controller with respect to the processing of personal data in Leviy and that the provider is the processor of the personal data. The customer shall comply with the GDPR when processing personal data.
b. The provider has the right at all times to see how many people are using Leviy, how many actions have been performed, and what information is being posted.
c. The provider is entitled to include all (personal) data provided by the customer in its records. This data will be used solely by the provider internally for responsible management of user administration. The provided email addresses will never be used for commercial purposes. The email address may, however, be used to provide practical, non-commercial information directly related to the use by the individual concerned.
The provider is entitled to use all user information generated in the system (including technical data about the customer's hardware) for backups for the customer itself and on an aggregated level, not traceable to the individual or the company, for statistical purposes and to improve Leviy and the content in Leviy.

d. If necessary for the performance of the Agreement, the customer shall inform the provider in writing, upon request, about how the customer is fulfilling its obligations under the data protection legislation.
e. The customer indemnifies the provider against claims from individuals whose personal data is registered or processed in the context of a personal registration held by the customer or for

which the customer is otherwise responsible under the law, unless the customer proves that the facts underlying the claim are attributable to the provider.

f. The responsibility for the data processed by the customer using a service provided by the provider lies entirely with the customer. The customer warrants to the provider that the content, use, and/or processing of the data is not unlawful and does not infringe upon any third-party rights. The customer indemnifies the provider against any legal action from a third party, for any reason, related to this data or the execution of the Agreement.
g. The customer retains ownership of all data and information entered into the System by the customer's users and generated by the System.
h. Upon termination of the agreement, the customer has the right to a one-time export, in a common format, of all data entered by the customer into the system. The provider will supply this export, upon the customer's request, no later than 8 weeks after the termination of the agreement.
i. Both the customer and the provider are obligated to keep confidential any Confidential Information they obtain from the other party during the term of the Agreement.
j. This confidentiality obligation does not apply to Confidential Information for which it is demonstrated that:
    a. It is publicly known, other than through the actions of the customer (directly or indirectly);
    b. It was already in the possession of the disclosing party prior to its acquisition under this Agreement, as evidenced by existing written documents;
    c. It has been disclosed pursuant to a legal obligation or a final court ruling, in which case the disclosing party will notify the other party in advance of this disclosure;
    d. For which written consent to release from the confidentiality obligation has been granted.
    e. It has been independently developed by the disclosing party or its employees or third parties who have not had access to the held information.
k. Confidential Information may only be used in the context of the performance of this Agreement.

Article 11: Confidentiality

a. The customer and the provider shall ensure that all data received from the other party, of which they know or reasonably should know that it is confidential in nature, remains secret. This prohibition does not apply to the provider if and to the extent that disclosure of the relevant data to a third party is necessary due to a court ruling, a legal requirement, or for the proper performance of the agreement by the provider. The party receiving confidential information shall only use it for the purpose for which it was provided. Data will be considered confidential in any case if it is designated as such by either party.
b. The customer acknowledges that the software provided by the supplier is always of a confidential nature and contains trade secrets of the provider or its suppliers.

Article 12: Information Security

a. The provider implements an information security management system in accordance with the NEN-EN-ISO 27001 standard.
b. The customer is responsible for implementing appropriate measures in the area of information security based on the following risks:

    1. Access security to Leviy;
    2. Creating secure connections between the customer's own systems and Leviy;
    3. Availability of the customer's ICT environment on which Leviy operates;
    4. Establishing rules of conduct for the use of Leviy regarding personal data and the confidentiality of information, particularly patient information in the case of patient environments. The customer shall comply with applicable privacy legislation.

Article 13: Hosting and Technology

a. Access to Leviy.com is only possible through a HyperText Transfer Protocol Secure (https) connection. Communication between the Leviy app and Leviy.com also occurs solely within a HyperText Transfer Protocol Secure environment.
b. Leviy.com is available online through an external hosting service.
c. The provider or the supplier of the external hosting service may temporarily suspend the hosting service, either fully or partially, for preventive, corrective, or adaptive maintenance. The suspension will not last longer than necessary and, if possible, will occur outside of office hours.
d. The provider is authorized to change the supplier of the external hosting service. This can occur without further notice, with the aim of minimising the duration of any suspension.
e. The following minimum service levels apply to the external hosting:
    1. 100% Redundancy (N+1) for power supply;
    2. Two backups of all data per day;
    3. 24/7 proactive monitoring;
    4. 24/7 availability;
    5. 99.5% annual availability (excluding periods when Scheduled Maintenance takes place).

Article 14: Deadlines

a. The provider makes reasonable efforts to adhere to the delivery deadlines and/or completion dates specified by them or agreed upon between the parties, whether or not they are the final deadlines. Any interim delivery or completion dates specified by the provider or agreed upon between the parties are always considered target dates, do not bind the provider, and are indicative in nature.
b. If a deadline is at risk of being exceeded, the provider and the customer will consult to discuss the impact of the delay on the further schedule.
c. In all cases – including when the parties have agreed on a final (delivery) deadline or (completion) date – the provider will only be in default due to a delay after the customer has formally notified them in writing, setting a reasonable period for remedying the breach (to the agreed terms), and that period has passed. The notice of default must include as complete and detailed a description of the breach as possible, so that the provider has the opportunity to respond adequately.
d. If it has been agreed that the completion of the agreed work will take place in phases, the provider is entitled to delay the commencement of the work belonging to a phase until the customer has approved the results of the previous phase in writing.
e. The provider is not bound by any agreed or final (completion) date or (delivery) deadline if the parties have agreed on a change to the content or scope of the Agreement (additional work, change of specifications, etc.) or a modification of the approach to the execution of the Agreement, or if the customer fails to fulfill their obligations, whether partially, late, or incompletely. The occurrence of (the need for) additional work during the execution of the Agreement will never be grounds for the customer to terminate or dissolve the Agreement.

Article 15: Formation

a. The Agreement is formed between both parties as soon as the original document signed by the provider, co-signed by the customer, is received back by the provider.
b. The Agreement is also formed if the customer returns a legally signed offer from the provider, in which these general terms and conditions are declared applicable and attached. In this case, the date of signing is considered the start date of the Agreement. If the signing date is missing, the date of receipt of the signed offer will be considered the start date of the Agreement.

c. This Agreement is governed by Dutch law.
d. If any provision of this Agreement is declared invalid by a court, the parties will replace it with another valid provision that, as much as possible, reflects the invalid provision. The invalidity of any provision does not affect the validity of the remaining provisions.