FRONTLINERS

Terms & Conditions

Inforit's General Terms & Conditions

Version 2023-1

Introduction

This document defines Inforit's general terms and conditions (hereinafter to be referred to as the "Terms") and its Fair-Use Policy. The Fair-Use Policy is important in governing the usage of Inforit services. The Terms consist of:

- Chapter 1: Scope and order of precedence.
- Chapter 2: General provisions that apply to all Services and/or Software.
- Chapter 3: Special provisions that apply to Software as a Service (SaaS).
- Chapter 4: Special provisions that apply to On-Premises Software.
- Chapter 5: Fair-Use Policy

Chapter 1: Scope and Order of Precedence

1.1 The expressions written with a capital are defined in article 2.1 Definitions.

1.2 The Terms apply to all offers and Agreements whereby Inforit provides Software and/or Services of any nature and under any name whatsoever to the Customer.

1.3 All offers and other communications by Inforit are done without obligation, unless otherwise specified in writing by Inforit. Customer guarantees the correctness and completeness of all information provided to Inforit and on which Inforit based its offer.

1.4 Any deviating general terms and conditions or other conditions of the Customer are explicitly rejected.

1.5 The Customer shall receive a Purchase Order that sets out, among other provisions, the description, scope and duration of, and the Fees for, the Services and/or Software that are to be delivered to the Customer.

1.6 If there are any inconsistencies between the documents that constitute the Agreement, the following order of precedence shall apply; the top document prevailing over the document(s) below it:

   a   Purchase Order

   b   Service Level Agreement (if applicable)

   c   License agreement (if applicable)

   d   Framework agreement (if applicable)

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e   Terms

f   Data Processing Agreement

Chapter 2: General Provisions

2.1. Definitions

In the Terms, unless otherwise explicitly provided or unless the context requires otherwise, the following capitalized definitions shall have the following meaning:

- "Agreement": refers to the agreement executed between Inforit and the Customer, in which the rights and obligations concerning the Software and/or Services are stated, as referred to in a Purchase Order, the Service Level Agreement (if applicable), License Agreement (if applicable), Framework Agreement (if applicable) and the Terms.
- "Cancellation": any Termination which under the applicable law leads, to the extent permitted, desired and communicated, to the end of the obligation of the parties, without prejudice to the obligations accrued prior to the date of such Termination.
- "Consultant": the person appointed by Inforit to provide Services to the Customer as described in the Agreement.
- "Customer Content": refers to Customer data (including personal data) of any kind uploaded to, stored or created in the Software.
- "Customer": refers to the party that has entered into an Agreement with Inforit.
- "Customer-Specific Software": refers to non-standard software developed by Inforit for and on behalf of the Customer.
- "End-User": refers to any user type of Customer.
- "Fee(s)": refers to the applicable charges agreed with the Customer, including the applicable taxes and other charges arising from the applicable Agreement.
- "Force Majeure": refers to a cause or circumstance beyond the control of the parties, such as war, warlike hostilities, governmental measures as result of a pandemic or terrorist attack, mobilization or general military call-up, fire, floods, strikes, delay in delivery by Inforit's suppliers or other circumstances of similar importance that prevent fulfillment of the obligations in the Agreement.
- "Intellectual Property Rights": refers to any patents, utility models, rights to inventions, copyright, neighboring and related rights, moral rights, trademarks, trade names, service marks and domain names, goodwill and the rights to sue for

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unfair competition, design rights, semi-conductor topography rights, database rights, confidential information (including know-how and trade secrets and the rights to use and protect confidential information) and all other intellectual property rights, in each case whether registered or unregistered and including all applications, registrations granted pursuant to any of the applications and rights to apply for and be granted, renewals or extensions of and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- "Maintenance and Support": refers to all activities performed by Inforit to ensure the availability of the Services and Software.

- "Updates": means new Software versions that can contain fixing of program errors (bugs) or of malfunctions of the previous version, and/or performance and/or functional increases through additional functions, modifications and/or adaptations.

- "On-Premise Software": refers to licensed Inforit Software which has been installed on Customers' own (and/or outsourced) IT-infrastructure.

- "Purchase Order (PO)": Inforit's confirmation of an order signed or to be signed by Customer specifying the scope of

  the Software and/or Services, on which the Terms are applicable

- "Rescission/Rescind": any Termination which under the applicable law creates the obligation for the parties to undo, to the extent permitted, desired and communicated, any performance rendered prior to the date of such Termination.

- "SaaS" or "Software as a Service": refers to all services of Inforit relating to managed services and cloud services whether on a single- or multi-tenant basis as described in the Service Level Agreement.

- "Service Level Agreement (SLA)": refers to the service level agreement that applies to the Services as provided in the Agreement.

- "Services": refers to all services provided by Inforit, including Software as a Service.

- "Software": refers to the collective name used in the Terms for Standard Software and Customer-Specific Software.

- "Standard Software": refers to propriety software of Inforit which is general commercially available (off-the-shelf) including software non-exclusively licensed through Software as a Service arrangements.

- "Subscription": recurring Software license allowing the Customer to use the

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Software during the Subscription term. The Customer pays a fixed recurring Fee or a variable fee based upon usage.

- "Termination/Terminate": any manner through which an Agreement is brought to end and/or expires, including Cancellation and Rescission.
- "Third-party Components": refers to third-party components such as data and/or software available within the Software and/or Services.
- "Terms": are the terms and conditions provided in this document for the use of Software and/or Services.

2.2.   Fees and Payment Conditions

2.2.1 Customer cannot derive any expectations or rights from a cost estimate issued by Inforit, unless parties have agreed otherwise in writing. Any budget made known by Customer shall only count as a fixed Fee if parties expressly agreed upon a budget in writing.

2.2.2 The Customer agrees that Inforit shall invoice the applicable Fees according to the payment conditions and the method of payment, including the applicable taxes and other charges arising from the use of the Software and/or Services in accordance with the Agreement. In absence of an agreed upon payment schedule, all invoices must be paid by the Customer within thirty (30) days of the date of the invoice.

2.2.3 If at the request of, or with prior agreement of the Customer, Inforit has carried out work or provided other Services that fall outside the scope of the Services as stated in the Agreement (additional work), these Services will be paid for by the Customer at Inforit's applicable rates. Additional work also includes an extension or change to Services and/or Software. Inforit is authorized to adjust the (recurring payable) Fees on an annual basis, as of the first of January of every calendar year. Customer expressly declares to agree to the annual adjustment if this (at maximum) keeps pace with the Statistics Consumer Price Index Figure (CPI) of the country which law is applicable. An adjustment exceeding this CPI will be announced by e-mail and/or otherwise, for example via the customer portal. In such a case where the adjustment exceeds the CPI, the Customer can terminate the relevant Agreement or Agreements by means of a written notification within one (1) month after the announcement of the adjustment of the Fees. If the Customer does not respond to an announced adjustment within the period referred to of one (1) month, the Customer is deemed to

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have accepted Inforit's new Fees.

2.2.4 Inforit is entitled to adjust non-recurring Fees. Inforit shall inform the Customer in writing prior to any fee- adjustment, considering a reasonable notification period.

2.2.5 To dispute any Fees or invoice, the Customer needs to provide Inforit with a notice thereof, including reasons explaining the dispute (using any exhibits or evidence) within thirty (30) days after the date of the invoice. Failure to meet this deadline will result in the incontestability of the invoice. The Customer should pay any undisputed portion of an invoice under all circumstances; the Customer may not suspend or setoff payment.

2.2.6 Should the Customer fail to complete a timely payment of all undisputed Fees in accordance with the above, Inforit has the right to suspend or terminate the Customer's access to the Software and/or Services. Any undisputed and overdue amount is subject to an interest of 1.5% per month, to be increased by actual collection costs including attorney fees, court fees, etc.

2.2.7 The Customer agrees to pay all Fees as agreed and specified by Inforit, including charges for use beyond the agreed upon scope, and customs or other duty, tax, levy, or fee imposed by any authorities and any late payment fees. Customer is not entitled to suspend or set of any payment of the Fees due.

2.2.8 During the term of the Agreement (and not more than twice per year), Inforit may audit Customer's records that relate to the use of Software and/or Services to ensure compliance with the Agreement giving at least 10 business days' notice. Notwithstanding the foregoing, Inforit may conduct an audit at any time in the event of (i) audits required by governmental or regulatory authorities, (ii) investigations of claims of misappropriation, fraud, or business irregularities or (iii) if Inforit reasonably believes that an audit is necessary to address a material operational problem or issue that poses a threat to Inforit's business.

2.2.9 Customer shall, if applicable, provide Inforit with additional invoice/contract/reference number(s) to process invoice(s) within its own organization. An invalid invoice/reference number will never constitute grounds for Customer to withhold or suspend payment.

2.2.10 If Customer consists of several natural persons and/or legal entities, any of these (legal) entities are jointly and severally responsible and liable for the Agreement.

2.3. Term and Termination

2.3.1 The Agreement commences on the date specified in the Purchase Order and shall

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continue in full force and effect for the duration stated in the Agreement authorizing the Customer's use of the Software and/or Services (or where no duration is stated, until Terminated in accordance with this Agreement), unless Terminated earlier as set forth herein.

2.3.2 In case the Agreement indicates an initial term ("Initial Term") or renewal term ("Renewal Term"), the Agreement will automatically be renewed for a subsequent similar term for a minimum of one (1) year (Renewal Term). Either party may Terminate the Agreement by Cancellation at the end of such Initial Term or a Renewal Term by providing a written notice of termination to the other party at least ninety (90) days prior to the end of the Initial Term or Renewal Term. Burden of proof will lie with the terminating party.

2.3.3 Either party may Terminate and Rescind the Agreement for a material breach:

   a. if the other party's material breach, despite being remediable, remains unremedied for thirty (30) days after

      receipt of a written notice of such breach; or

   b. immediately, if the other party becomes a subject of bankruptcy proceedings or any other proceeding related to insolvency, receivership and/or liquidation.

2.3.4 Upon Termination of the Agreement, for whatever cause:

   a. The Customer shall cease to use the Software and/or the Services;

   b. Inforit shall cease to make the Software and/or the Services available to the Customer. Inforit will keep all Customer data that is in its control stored for a maximum period of two (2) months after such termination and will grant the Customer, for a reasonable time and number of users and subject to a reasonable fee, access to the Software and/or the Services for the sole purpose of retrieving the Customer's data;

   c. The Customer shall, within 15 days of such Termination, insofar reasonably possible, permanently delete all Software, Third-party Components and documentation, and copies of them, from the systems on which they are installed, filed or kept;

   d. The Customer shall, within 30 days of such termination, through a director or other officer of similar position, certify to Inforit in writing that it has fully complied with its obligations under this clause 2.3.4;

   e. The Customer shall immediately pay to Inforit all Inforit's outstanding unpaid invoices and interest. For Services that have been supplied but for which no invoice has been submitted, Inforit may submit an invoice, which shall be

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payable immediately upon receipt.

2.3.5 After the initial term of the Agreement, as defined in the Purchase Order, Inforit may terminate any Service, SLA or use of its Customer-Specific Software and customer specific adjustments, add-on's and interfaces on/to Standard Software if such Software or Service has reached, in the sole opinion of Inforit, an end of life stage.

2.3.6 Where required by the Customer, at the end of the Agreement, Inforit can provide transitional services on conditions agreed between the parties in the Agreement upon a time and material basis.

2.3.7 Any termination of the Agreement is without prejudice to any other rights or remedies a party may be entitled to under the Agreement or at law. It does not affect any accrued rights or liabilities of any party nor any provision which is explicitly or implicitly intended to come into force on, or to continue in force after, termination.

2.3.8 Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiration, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiration.

2.3.9 The following clauses of the Agreement will survive any (early) termination of the Agreement: 2.4, 2.9-2.12.

2.3.10 The Customer is never entitled to a (prorated) refund of prepaid fees relating to the Software and/or Services, irrespective of the cause of termination.

2.3.11 The Terms can be renewed or amended by Inforit from time to time, with reasonable notice to the Customer. Such renewed/amended Terms shall automatically apply to the Agreement, when not rejected by written notice of the Customer within one (1) month after receiving or being informed of the renewed/amended Terms.

2.4 Intellectual Property Rights

2.4.1 Inforit is and shall remain the sole owner of all Intellectual Property rights relating to any form of Software and/or Services provided (including, but not limited to, Updates, documentation, etc.) and relating to the know-how developed during and/or in connection with such Software and/or Services. No ownership of any Intellectual Property Rights relating to the Services and/or the Software including modifications to the Software or any other information or material provided by

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Inforit is assigned or transferred to the Customer. All such Intellectual Property Rights are protected by provisions of international treaties and applicable laws. The structure, organization and code of the Software are valuable trade secrets and confidential information owned by Inforit, its licensors and affiliates.

2.4.2 Customer is granted a non-transferable, non-exclusive, non-pledgeable and non-sublicensable right to use the Software and/or Services in accordance with the purposes and applications as described in the Agreement. Any such Agreement may contain limitations as to the scope of use of the Software, such as in seats, concurrent users, storage etc.

2.4.3 The Customer is not permitted to remove or change any indication concerning the confidential nature or corresponding copyrights, marks, trade names or other Intellectual Property Rights.

2.4.4 Inforit guarantees that the Software and/or Services, to the best of her knowledge, do not infringe on any third party's Intellectual Property Rights.

2.4.5 If Inforit is willing to commit to transferring a right of intellectual property, such commitment will only be entered into in writing and explicitly. If the parties agree in writing that a right of property with regard to specifically for Customer developed Software or other works or materials, this will not affect the right or possibility of Inforit to use the underlying development, algorithms, documentation, works, protocols and standards without any limit for other purposes, either for itself or for third parties.

2.4.6 Unless explicitly granted in the Terms, no other rights, licenses, releases, covenants not to sue or other rights or immunities, express or implied, by estoppels or otherwise are granted by Inforit to the Customer. Notwithstanding anything to the contrary in the Terms, no rights or licenses, whether express or implied, are granted by Inforit to the Customer to any technologies that may be necessary for the use of the Software and/or Services.

2.5   Customer Obligations

2.5.1 To ensure that Inforit can provide Services, Maintenance and Support to the Customer, the Customer must meet certain conditions. The most important are:

   a. Customer shall inform Inforit of any substantial changes to the Software and/or Services' workload, named End- Users or of Inforit's designated contact person(s). Important changes in the software parameters, amount of data loaded, increased numbers of resources or scope extensions can have an impact

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on performance. The Customer will inform Inforit in a timely way, such that an impact analysis can be executed by Inforit.

    b. The Customer shall provide Inforit with the information requested which Inforit considers relevant to resolve any problems as quickly as possible.

2.5.2 Customer is responsible for the security of their own and/or outsourced computer systems, infrastructure and connection to the Software and/or Services.

2.6 Availability, Maintenance & Support

2.6.1 The Customer is entitled to Maintenance and Support and certain availability provisions, as defined in the Service Level Agreement and agreed upon in the Purchase Order.

2.7   Acceptance

2.4.1   Inforit will have fulfilled its obligations under the Agreement regarding any Software and/or Services when any one of the following occurs:

    a. if the Customer starts using the Software and/or Services in a production or operational setting; or

    b. in case an acceptance test has been agreed between the parties: on the first day after the defined test period if the Customer hasn't submitted a test report, or if Inforit receives a positive test report before the end of the test period which has been agreed upon; or

    c. in case an acceptance test has not been agreed between the parties: upon making the Software and/or Services available or, if an installation to be carried out by Inforit has been agreed in writing, on completion of the installation.

2.4.2   Acceptance of any Software (by means of a positive test report) may not be withheld for reasons other than those that are related to the specifications expressly agreed between the parties and furthermore only because of major deficiencies, which are errors that are repetitive and do reasonably prevent the Software from being used for a production and/or operational setting. Small defects may not reasonably be an obstacle to acceptance.

2.4.3   Inforit will have an obligation to rectify these major deficiencies as per article 2.7.2 within a reasonable timespan as referred to in the Service Level Agreement and then resubmit the Software for acceptance test. Articles 2.7.1 & 2.7.2 will then be applicable (again).

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2.8   Representations and Warranties

2.8.1 The Customer and Inforit represent and warrant to the other that:

a.   They have all required power and authority to execute the Terms and to perform their obligations hereunder;

b.   The execution and delivery of the Terms will not conflict with or violate any other agreement to which it is a party;

c.   They are not a party identified on any governmental export exclusion or denied party lists.

2.8.2 Further representations and warranties:

a.   Both parties will comply with all applicable laws, the Terms, any documentation, technical guidelines and other requirements constituting the Agreement;

b.   Both parties will implement and comply with appropriate data protection and security measures in connection with the Software and/or Services;

c.   Both parties will not violate, misappropriate, or infringe any Intellectual Property Rights, rights of privacy, or rights of personality or any other right of any third party;

d.   Customer Content will not contain or distribute any viruses, spam, files, code malware or any other malicious software programs, technology or data that may harm or disrupt the operation of the Software and/or Services;

e.   Both parties will exercise all legally required care and diligence in connection with the design, manufacture, workmanship, testing, distribution and operation of the Software and/or Services;

f.   Inforit represents that to the best of its knowledge, the Software is free from software viruses, worms, trojan horses or other agents intended to do harm. Inforit shall not be in breach of this warranty if the Customer or any third party introduces any such malicious code or data into the Software and/or Services or facilitates access to the Software and/or Services (either willingly or unwillingly collaborating or enabling such introduction);

g.   Both parties will consult each other when confronted with a warrant of any (foreign) public authority to disclose proprietary information of the other party and use their reasonable endeavors to enable such party to take over the matter, prior to disclosure of any information, except when such warrant would be subject to confidentiality.

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2.9   Exclusion of Warranties

2.9.1   The Customer expressly understands and agrees that the use of the Software and/or Services is at the Customer's sole risk. Inforit, its affiliates, suppliers and their licensors specifically disclaim, to the maximum extent not prohibited by applicable law, any representations or warranties, express, implied, statutory, or otherwise regarding the Software and/or Services, including any implied warranty of merchantability, fitness for a particular purpose (outside of scope), non-infringement, title or any implied warranties arising from course of dealing or performance.

2.10   Limitation of Liability

2.10.1   To the maximum extent not prohibited by applicable law, in no event shall Inforit, it's affiliates, their employees, directors or licensor's, be liable for any indirect or consequential losses or damages however caused and where arising under contract, tort, negligence, or other theory of liability arising out of or related to (i) the Agreement; or (ii) the use of or inability to use the software and/or services, the results or the third-party components, even if advised of the possibility of such losses or damages. Notwithstanding any of the foregoing, the liability of Inforit, its affiliates, their employees, directors, Inforit's and licensor's, shall be limited to the total fees payable to Inforit during 12 months before the event causing the liability or if the Agreement has not been in force 12 months a corresponding amount as if the Agreement had been in force.

2.10.2   The parties shall be relieved from liability for a failure to perform any obligation under the Agreement to the extent that the performance thereof by either of the parties is prevented by Force Majeure.

2.10.3   The party desiring to invoke an event of Force Majeure shall give immediate notice to the other party of the commencement and the cessation of an event of Force Majeure. Inforit shall not be liable for any failure to perform due to unforeseen circumstances or causes beyond Inforit's reasonable control. In the event of Force Majeure, the time allowed for performance by Inforit will be extended for a period equal to the duration of the delay caused thereby

2.11   Indemnity

2.11.1   The Customer agrees to protect, defend, indemnify and hold harmless Inforit and its affiliates, contractors, suppliers and licensors from any (third-party) claims,

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demands, suits, liabilities, assessments, losses, costs and damages resulting from or arising out of:

a. the Customer's breach of the Agreement

b. any use of the Software and/or Services, the Third-party Components or any information or results derived therefrom by the Customer or any third party

c. the Customer's infringement or violation of any Intellectual Property Rights or other rights of a third party.

The Customer's obligations hereunder shall include Inforit's cost of defense (i.e. legal fees and costs), as well as the payment of any final judgment rendered against Inforit. This Section shall survive any expiration or Termination of this Agreement.

2.11.2 The Customer fully cooperates as reasonably requested in the defense of any claim. Inforit reserves the right to assume the defense and control of any claim that is subject to the above indemnification.

2.12 Confidentiality

2.12.1 Confidential information includes all materials and information concerning the business of one of the parties (either the Customer or Inforit) received by the other party, including product and pricing offers, products, designs, business plans, business opportunities, finances, research, development, know-how, personnel, third-party confidential information and trade secrets. Confidential information does not include:

a information that the party who owns the information makes generally available to the public;

b information that either party can demonstrate it had rightfully in its possession prior to disclosure by the other party;

c information that is independently developed by one party without the use of any confidential information of the other party; or

d information that one party rightfully obtains from a third party who has been given the right by the other party to disclose it without confidentiality obligation.

2.12.2 Each party receiving confidential information from the other party may disclose such confidential information to the receiving party's affiliates and their contractors, provided that those in receipt of such confidential information have a need to know such confidential information and are bound by confidentiality obligations at least as restrictive as those herein.

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2.12.3　　The Customer and Inforit both shall keep confidential and not disclose, publish, or disseminate any confidential information of the other party to any other third party without prior written consent.

2.13　(Delivery) Terms

2.13.1　Inforit makes every reasonable effort to observe as much as possible the (delivery) terms
and/or (delivery) dates specified by or agreed between the parties. Interim (delivery) dates stated by Inforit always apply as target dates and are not binding for Inforit.

2.13.2　If parties have agreed that the delivery of Software and/or Services will take place in phases, Inforit is entitled to postpone the delivery the Software and/or Services until Customer has approved the results of the preceding phase in writing.

2.14　Governing Law and Jurisdiction

2.14.1　All offers, legal relations, and Agreements between Inforit and the Customer as well as the Terms shall be governed and construed in accordance with the laws of the country Inforit is established in, as defined below. All disputes arising between Inforit and the Customer out of or in connection to the Agreement, will be submitted to the exclusive jurisdiction of the courts as defined below, both in first instance as well as for expedited enforcement or measures. If the court of law having jurisdiction rules that any provision of the Terms is invalid, then that provision will be removed from the Terms and the remaining terms and conditions will continue to be valid in full force and effect.

Inforit B.V.	Dutch law is applicable. Disputes are governed by the Dutch competent courts.

Chapter 3: Special Provisions Software as a Service (SaaS)

Chapter 3 applies to all Agreements whereby Inforit provides SaaS to the Customer.

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3.1 **Access to the software as a SERVICE**

3.1.1 The Customer shall receive a unique user account with exclusive access credentials per End-User for the duration of an active Subscription, as defined in the Agreement. Inforit shall host and make the SaaS available to the Customer as described in the Agreement.

3.1.2 By using Inforit services, the Customer agrees to be bound by our General Terms & Conditions and our Fair Use Policy, both of which are incorporated by reference.

3.1.3 SaaS offered by Inforit may be updated from time to time, at Inforit's sole discretion. These update(s) may concern Third-party Components, functionality and user interfaces and may impact performance. Inforit has the right to limit or extend functionality and discontinue non-essential functionality.

3.1.4 The Customer is obliged to ensure that End-Users' access credentials cannot be used by third parties or for purposes other than the agreed upon use of the SaaS according to the Agreement. If the Customer is aware of the possibility of misuse or loss of access credentials, the Customer shall inform Inforit immediately.

3.1.5 If the Customer violates an existing security measure set up by Inforit or violates a condition defined by Inforit for the use of the SaaS, Inforit reserves the right to terminate the use of the SaaS by the Customer, to block access to it and, if necessary, terminate the Subscription. Before such termination or access revocation takes place, Inforit shall send a written warning to the Customer and allow the Customer a reasonable time to rectify the violation (upon such rectification no termination or access revocation shall be executed), but only if the violation is rectifiable.

3.2 **Subscription & Operational use**

3.2.1 Inforit offers Subscription for the use of Software as a Service. Such Subscription is defined in the Agreement and has been offered to the Customer by Inforit or an authorized distributor of Inforit.

3.2.2 The Customer shall comply with the application and usage conditions described in the Agreement. If the Customer wishes to adjust the usage conditions described in the Agreement, this can be achieved by changing their Subscription. A change is made in consultation with Inforit. Parties will record the adjustments, including the (extra) costs involved. Differences due to an increase / decrease in the Subscription are calculated on a pro rata basis. An adjustment of the usage conditions is only

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valid after the changed Subscription has been signed by both parties.

3.2.3 Operational use of the SaaS is strictly limited to production environments, as described by the Subscription and governed by the Purchase Order.

Chapter 4: Special Provisions On-Premise Software

Chapter 4 applies to all Agreements whereby Inforit provides On-Premise Software to the Customer.

4.1 On-Premise Software

4.1.1 Inforit grants the Customer a non-exclusive right and a non-exclusive License as specified in the applicable Purchase Order to use the On-Premise Software. The right of use may not be transferred by the Customer or sold in any other way to third parties.

4.1.2 The Customer only obtains the rights of use and authorizations that are expressly granted in the Agreement.

4.1.3 The Customer shall not replicate or makes copies of the On-Premise Software. The Customer may only use the On- Premise Software for its internal company business, using the license key made available by Inforit.

4.1.4 The Customer is expressly not permitted to use (or cause to be used) the On-Premise Software for more than the maximum number of agreed users, planned resources or other variables as stated in the Purchase Order.

4.1.5 The License of and right to use the On-Premise Software shall not come into force until the Customer has signed the Purchase Order.

4.1.6 Any License or right of use is payable after release of the license key, regardless of whether and when the Customer starts using the On-Premise Software.

4.1.7 On-Premise Software needs to be installed and maintained as agreed upon in the Agreement and used in accordance with the disclosed system requirements. Nonconformance with these requirements may lead to limited functionality, performance loss and/or data loss. Inforit cannot be held liable for any damages in such an event. The burden of proof that all requirements have been met is with the Customer.

4.1.8 The above also applies to License parameters and other restricted use rights as agreed upon in the Agreement.

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Chapter 5: Fair-Use Policy

5.1   Fair Use Policy for Number of Users, Network, and Data Costs

5.1.1 This Fair Use Policy ("Policy") outlines the guidelines and limitations for the fair and reasonable use of services provided by Inforit ("Provider") that are contingent upon the number of users, network resources, and data costs. The purpose of this Policy is to ensure that all users of Provider's services enjoy a high-quality experience while preventing excessive or abusive use that may impact the overall network and resource availability.

5.2   Number of Users

5.2.1 Reasonable User Bounds: There is no maximum user limit for the service plans provided by the Provider. However, users are required to maintain the number of users within reasonable bounds for the duration of the annual contract term. "Reasonable bounds" will be determined based on the specific service plan and capacity offered by the Provider.

5.2.2 User Accounts: Each user account should be assigned to an individual user and should not be shared among multiple users, except as explicitly permitted in writing by Provider.

5.3   Network and Data Costs

5.3.1 Network Usage: Users must not engage in activities that unreasonably burden or disrupt the Provider's network infrastructure. This includes but is not limited to excessive bandwidth consumption, spamming, or any other activity that may negatively impact network performance.

5.3.2 Data Costs: Users must be mindful of data costs associated with their usage. Excessive or unnecessary data usage, such as large-scale data transfers or automated data retrieval, should be avoided unless explicitly authorized by Provider.

5.4   Monitoring and Enforcement

5.4.1 Monitoring: Provider may, at its discretion, monitor usage patterns and assess whether they comply with this Fair Use Policy.

5.4.2 Enforcement: In cases where Provider determines that a user's activity violates this Policy, Provider may take appropriate action, including but not limited to:

a)   Sending a notification to the user to address the non-compliant behavior.

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    b)   Adjusting the user's service plan to accommodate the usage patterns.

    c)   Temporarily limiting or suspending the user's access to the service.

    d)   Termination of the user's service in cases of severe or repeated violations.

5.5   Review and Amendments

5.5.1 Provider reserves the right to review and amend this Fair Use Policy at its discretion. Users will be notified of any changes to the Policy, and it is the user's responsibility to stay informed and adhere to the most current version.

5.6   Contact Information

5.6.1 If users have questions or concerns regarding this Fair Use Policy or suspect a violation, they may contact Provider's customer support department for assistance.

5.7   By using Provider's services, users agree to comply with this Fair Use Policy, and any violation may result in the consequences outlined in section 4.

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