

SERVICE AGREEMENT TRACKING CONTRACTS

Please note: This is an English translation of the original Dutch Service Agreement. In the event of any conflict, inconsistency, or discrepancy between the English translation and the Dutch version, the Dutch version shall prevail and be legally binding.

This Service Agreement (hereinafter: the "**Agreement**") is entered into between:

1. **Tracking Contracts**, located at Thomas Diggeslaan 20, 2135 XE Hoofddorp, the Netherlands, Chamber of Commerce (KvK) number 84243813 (hereinafter: "**Tracking Contracts**");

and

2. **The Client**, being the (legal) person who has registered via the website or application of Tracking Contracts for the use of the Service (hereinafter: "**Client**").

Whereas:

- Tracking Contracts provides the "Contract Management" service;
- Tracking Contracts has developed the Tracking Contracts software for its customers;
- The Client wishes to use the software and accepts the terms and conditions for the use of the software through registration;
- The appendices form an integral part of this agreement.

It is agreed as follows:

Article 1 - Implementation

1.1 Tracking Contracts shall make the software available to the Client immediately after registration or in accordance with the specific arrangements made.

1.2 Implementation is deemed complete at the moment the software is accessible to the Client.

Article 2 - The Software

2.1 Tracking Contracts grants the Client a non-exclusive and non-transferable right to use the Tracking Contracts software for the duration of this agreement.

2.2 The software is provided as a "Software as a Service" (SaaS) solution.

Article 3 - Duration and Acceptance

3.1 This Agreement is formed at the moment the Client completes the online registration process and explicitly agrees to the content of this Agreement.

3.2 The Agreement is entered into for an initial period of 12 months, unless a different period was agreed upon during the registration process.

3.3 After the initial period, the Agreement is automatically renewed for consecutive periods of 1 month, unless either party terminates the Agreement in writing with a notice period of 1 month before the end of the current period.

Article 4 - User Rights and Fair Use

4.1 The right of use is limited to the purpose for which the software was developed: contract management.

4.2 The Client is not permitted to sell, rent, or otherwise make the software available to third parties.

4.3 The Client is responsible for maintaining the confidentiality of login credentials.

4.4 The Client shall not use the software for actions that violate the law.

4.5 If the Client uses the software in a manner that causes damage to the systems of Tracking Contracts, Tracking Contracts is entitled to limit the use immediately.

4.6 The Client is not permitted to use the software to process unlawful data.

4.7 Fair Use: The use of the software is subject to a Fair Use Policy. If the Client's consumption (such as data storage, data traffic, or API calls) is significantly higher than the average consumption of comparable clients, Tracking Contracts will consult with the Client regarding appropriate compensation or limitation of use.

Article 5 - Maintenance

5.1 Tracking Contracts will regularly maintain and update the software.

5.2 Planned maintenance will take place outside office hours as much as possible.

5.3 Tracking Contracts strives for maximum availability of the software but cannot guarantee 100% uptime.

Article 6 - Support

6.1 Tracking Contracts offers support for the use of the software via the agreed channels (email/portal).

6.2 Support requests will be handled in accordance with the Service Levels as set out in the appendix.

Article 7 - Hosting

7.1 The software is hosted in a secure environment within the EU.

7.2 Tracking Contracts is entitled to change hosting providers, provided that security and availability remain guaranteed.

Article 8 - Security

8.1 Tracking Contracts takes appropriate technical and organizational measures to secure the software and the data stored therein against loss or unlawful processing.

Article 9 - Back-up

9.1 Tracking Contracts provides daily back-ups of the data entered by the Client.

Article 10 - Updates

10.1 New versions of the software are automatically made available to the Client.

10.2 Tracking Contracts reserves the right to change or remove functionalities if necessary for the operation of the system.

Article 11 - Intellectual Property

11.1 All intellectual property rights to the software and the associated documentation rest exclusively with Tracking Contracts or its licensors.

Article 12 - Confidentiality

12.1 Both parties undertake to maintain the confidentiality of all confidential information obtained from each other within the framework of this Agreement.

Article 13 - Client Data

13.1 The Client remains the owner of the data entered into the software at all times.

13.2 Tracking Contracts will not use the Client's data for its own purposes, except as provided in Article 27.

Article 14 - Audit

14.1 Tracking Contracts has the right to monitor the Client's use of the software for compliance with the Agreement.

Article 15 - Training

15.1 If agreed, Tracking Contracts will provide training for the Client's employees at the rates applicable at that time.

Article 16 - Continuity

16.1 Tracking Contracts will make every effort to ensure the continuity of service, including in the event of calamities.

Article 17 - Fees and Payment

17.1 The Client owes the agreed fees as established during the registration process or in the price list.

17.2 All prices are exclusive of VAT (BTW).

17.3 Invoicing is done annually in advance, unless otherwise agreed.

17.4 The payment term is 14 days from the invoice date.

17.5 Upon exceeding the payment term, the Client is in default by operation of law.

17.6 In case of default, the Client owes statutory commercial interest.

17.7 If the Client remains in default, all reasonable costs incurred to obtain payment out of court shall be borne by the Client.

17.8 The Client is not entitled to suspend or set off payments.

17.9 Complaints regarding invoices must be reported in writing within 8 days of the invoice date.

17.10 If a complaint regarding an invoice is justified, Tracking Contracts will send a credit note.

17.11 The obligation to pay remains, even if the software is temporarily unavailable.

17.12 Annual indexing of rates takes place on January 1st, with a maximum of 5% per year.

17.13 A dispute regarding an invoice does not release the Client from its payment obligation for the undisputed part.

17.14 Suspension for non-payment: If the Client remains in default of payment after a written reminder with a term of 7 days, Tracking Contracts is entitled to suspend the Client's access to the software without further notice until full payment has been made.

Article 18 - Liability

18.1 The total liability of Tracking Contracts due to an attributable failure to perform the Agreement is limited to compensation for direct damage up to a maximum of the amount of the price stipulated for that Agreement (excl. VAT) for one year.

18.2 Liability for indirect damage, consequential damage, lost profits, or missed savings is excluded.

18.3 The Client indemnifies Tracking Contracts against third-party claims arising from the Client's use of the software.

18.4 AI Output: Tracking Contracts accepts no liability for the accuracy, completeness, or usefulness of results or advice generated by AI. The Client remains responsible at all times for checking and validating AI output before taking any actions based on it.

Article 19 - Force Majeure

19.1 In case of force majeure, Tracking Contracts is not required to fulfill its obligations.

19.2 Force majeure includes, among other things, disruptions in the internet connection or at the hosting provider.

Article 20 - Termination

20.1 Either party is entitled to terminate the Agreement immediately if the other party applies for a suspension of payments or is declared bankrupt.

20.2 Upon termination of the Agreement, Tracking Contracts will keep the Client's data available for export for 30 days, after which the data will be deleted.

Article 21 - Transfer of Rights

21.1 The Client is not permitted to transfer rights and obligations under this Agreement to third parties without the written consent of Tracking Contracts.

Article 22 - Amendment of the Agreement

22.1 Tracking Contracts is entitled to unilaterally amend this Agreement. Changes will be announced by email at least 30 days before they take effect. If the Client does not accept the change, they have the right to terminate the Agreement as of the date the change takes effect.

Article 23 - Governing Law

23.1 This Agreement is exclusively governed by Dutch law.

Article 24 - Disputes

24.1 Disputes will initially be submitted to the competent court in the district where Tracking Contracts is established.

Article 26 - Acceptance

26.1 By registering for the Service and checking the agreement box, the Client declares to have read, understood, and integrally accepted this Agreement.

Article 27 - Artificial Intelligence (AI)

27.1 Tracking Contracts uses AI functionalities as part of the Service to optimize processes and provide data insights. These functionalities are accessed via API connections with external AI providers (such as Google Cloud/Gemini or OpenAI).

27.2 The Client hereby grants explicit permission to Tracking Contracts to exchange data entered by the Client (including documents and contract texts) via API with these external AI providers, solely to the extent necessary for the operation of the relevant AI functionalities within the software.

27.3 Tracking Contracts guarantees that it exclusively uses business (Enterprise/API) licenses with these providers, whereby it is contractually established that the information provided is not used to train or improve the general public AI models of these third parties.

27.4 The Client acknowledges that AI models process data based on instructions (prompts) from the software and that this data is not permanently stored by the AI provider after processing, other than for short-term error diagnosis.

APPENDIX: Service Level Agreement (SLA)

Priority Levels

1. **Blocking:** Software is completely unavailable.
2. **High Priority:** Partial disruption of important functionality.
3. **Low Priority:** Limited consequences for daily operations.

Service Levels & Response Time

Tracking Contracts strives for a substantive response within the following terms during office hours (Mon-Fri, 09:00 - 17:00 CET):

Priority	Response Time	Description
1	1 hour	Start of analysis and recovery work.
2	4 hours	Start of analysis and planning of recovery.
3	8 hours	Inclusion in regular maintenance cycle.

Recovery Time

Tracking Contracts will make maximum efforts to resolve defects as quickly as possible, with priority 1 reports taking precedence over all other work.