

General Purchase Conditions IT & Systems



Special Provisions
SaaS

June 2021

Table of contents

Article 1 General	3
Article 2 Definitions	3
Article 3 Nature and contents of the User Right	3
Article 4 Third-party software	3
Article 5 Service level	4
Article 6 Continuity	4
Article 7 Escrow	4

Article 1 General

- 1.1 These Special Provisions SaaS apply in addition to the General Provisions.
- 1.2 In the event of contradictions between an article of the General Provisions and an article of the Special Provisions SaaS, the article of the Special Provisions SaaS takes precedence.

Article 2 Definitions

- 2.1 In addition to Article 1 of the General Provisions, the Special Provisions SaaS apply the following definitions.

Consultant	Any employee of the Other Party or its supplier or a third party involved in the provision of services to EANV by or on behalf of the Other Party.
Malware	Time bombs, Trojan horses, worms, viruses or other software codes added to SaaS that may cause changes in the Hardware and/or Software functionality.
SaaS	Software as a Service, which is based on the Other Party's provision of an integrated service at a distance, whereby Software is made available digitally via the Internet or another data network.
System	The software, hosting and data as a whole, whether or not made available by the Other Party, which is used by EANV for the agreed functionality.
User Right	The right under which EANV is authorised to use SaaS.
Users	Staff of EANV and third parties contracted by EANV.

Article 3 Nature and contents of the User Right

- 3.1 By concluding an Agreement, EANV obtains from the Other Party for the duration of the Agreement a non-exclusive User Right in accordance with the provisions of the General Provisions, the Special Provisions SaaS and the Agreement.

Article 4 Third-party software

- 4.1 If the SaaS does not originate from the Other Party, but from a third party instead, this SaaS will then be supplied to EANV either by the Other Party or by the third party.
- 4.2 If SaaS originates from the third party and is also supplied to EANV by the third party, the Other Party will remain responsible and liable for the performance of the Agreement.

- 4.3 Prior to the conclusion of the Agreement, the Other Party will clarify whether licence agreements with third parties have to be signed, and what the content of those agreements is. If the Other Party fails to indicate this before the Agreement is concluded, this results in a failure of the performance of the Agreement.

Article 5 Service level

- 5.1 The Parties conclude an SLA for at least the following subjects: service definitions, availability (including availability definition (“uptime”), availability guarantee, operational and maintenance window and MTD), incident management (including incident categorisation and RTO), continuity management (including backup, recovery and RPO), maintenance, use, capacity management, monitoring, performance management, security management (including patch management) and reports.
- 5.2 The Other Party guarantees that the SaaS is of good quality and suitable for the purpose as set out in the Agreement. The SaaS’ technical and functional features will at least equal the specifications that the Other Party agreed or committed to in conjunction with the software used by EANV.
- 5.3 The Other Party will regularly check the need to release New and Improved versions. The Other Party will inform EANV as soon as possible on New and Improved Versions, as well as on the contents and consequences thereof relating to the application of the SaaS.
- 5.4 At EANV’s request, the Other Party will provide EANV with free New and Improved Versions for testing and evaluation purposes.
- 5.5 Improved Versions and/or New Versions and changes in hardware and hosting on the side of the Other Party will never lead to a limitation in the application possibilities of the System. The Other Party guarantees the compatibility of the Improved Versions and/or New Versions it delivers with the hardware and/or software in use or to be used by EANV.

Article 6 Continuity

- 6.1 In the event that the Other Party no longer proves to be able to provide the SaaS, except in the case of force majeure as referred to in Article 16 of the General Provisions, the Other Party will fully cooperate in ensuring the continuation of the SaaS, for example by (temporarily) transferring the Cloud hosting account, including all responsibilities relating to the continuity of EANV's hosting environment.
- 6.2 To secure EANV’s data, the Other Party will at least ensure daily backup copies of the data concerned and the underlying database structures, unless otherwise agreed in the SLA.

Article 7 Escrow

- 7.1 EANV may at all times require for the Other Party to hold Data in Escrow by a professional Escrow Custodian to be approved by EANV in accordance with an Escrow arrangement for Data

also to be approved by EANV, even if this had not initially been agreed. All reasonable costs associated to the above will be borne by EANV. The Other Party undertakes to also deposit the changed Data with the same Custodian at the times set out in the Escrow arrangement for Data.

- 7.2 If an agreement has been made on Escrow for Data, the Other Party will provide EANV with a written confirmation from the agreed custodian no later than on an agreed date showing that the data has been deposited with that custodian.
- 7.3 EANV will be entitled to require all Data held in Escrow to be surrendered, if (i) the Other Party is declared bankrupt, ceases to exist, or is taken over by a third party that does not consider itself to be bound by the Agreement or imposes unreasonable conditions to the continuation of the Agreement, or (ii) the Agreement is terminated, will be terminated within one month, or will not be extended.