

Date April 1st 2022
Subject Terms of use Visual Reader

Section A - Terms of Use

1 Definitions

The following terms have the following meaning in these "Terms of Use" unless otherwise explicitly indicated:

- a. Service: the standard software Visual Reader provided as a service (hereinafter Visual SaaS) by Visual by (hereinafter: Visual) to User, for the duration as agreed upon your (online) order and to be used for the time as stated in the order. The service includes the use of Visual SaaS, maintenance and updating of the software and support on the use of the software by phone and e-mail.
- c. User: the user who has access to Visual SaaS, who utilises the non-exclusive right to access and use the software during the agreed period under these terms of use.
- d. User Name: a unique identifier for the User, that together with the "Password" grants access to Visual SaaS.
- e. Password: a confidential personal code for User that together with User's "User Name" grants access to Visual SaaS.
- f. E-mail Address: the unique electronic postal address of the User which is registered in Visual SaaS and to which the User Name, Password and other automated service messages may be sent by Visual SaaS.
- g. Account: a User's virtual identity in Visual SaaS, authenticated by a User Name and Password.

2 Accessing and using the software

- 2.1 The User can access Visual SaaS by using a supported browser to go to the location mentioned in the conformation.
- 2.2 Visual permits access to, and use of the software mentioned in the confirmation.
- 2.3 Visual provides the User with a User Name and Password.
- 2.4 The User Name and Password are considered confidential and private information. The User is solely responsible for making sure that no one else then User has access to User's Account. All activities performed by an Account are considered to be performed by the User that is identified by that Account, unless access to the Account was the result of unauthorised disclosure of the User Name and Password by the negligent or wilful act of Visual.
- 2.5 User agrees to use Visual SaaS only for what reasonably may be considered intended purposes and not to attempt to, nor to permit or assist others to reverse engineer, tamper, modify, distribute, transfer or otherwise dispose all or any part of the software.

3 User's obligations

- 3.1 User will not transfer the User Name and the Password to third parties without the permission, written or otherwise, of Visual.
- 3.2 User guarantees to follow all reasonable instructions given by Visual regarding the use of the software and provide the relevant cooperation requested by Visual where reasonable, in order for Visual to adequately fulfil its responsibilities regarding the Service.
- 3.3 User is responsible for establishing and maintaining its Internet connection and web browser necessary to access and make use of the Service.

4 Maintenance and support

- 4.1 Principal maintenance commitment is 8.30am – 5pm Central European Time during business days in the Netherlands.
- 4.2 User can contact Visual for support by sending an e-mail to support@visual.nl or calling +31 (0) 85 0090761. In case of an error Visual will need the following minimum information in writing:
 - name, telephone and e-mail address of the User and Contact;
 - the type and version of the web browser that is being used for Visual;
 - a clear and reasonable description of the Error.

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Section B - Maintenance Terms and Conditions

These Maintenance Terms and Conditions are subject to the terms and conditions of the Section A.

1. Definitions

In these terms and conditions the following terms shall have the following meanings unless otherwise explicitly indicated.

- 1.1 Contact means the person who is described by Licensee as main User in the (online) request. That User will serve as intermediary between Licensor on one side and Licensee and Subsidiaries on the other side, for the purpose of requesting and receiving Maintenance.
- 1.2 Level means the category in which an Error falls, as set forth in Section 3.1.
- 1.3 Licensee means the legal entity or private individual who or on behalf of whom the (online) request is submitted for a subscription to Visuall SaaS.
- 1.4 Licensor means Visuall bv.
- 1.5 Maintenance means the services as set forth in Section 2 of these Maintenance Terms and Conditions.
- 1.6 New Version means an amended version of the Products with major new functionality. New Versions may imply changes in the database structure and/or programming interface. A New Version shall have a subsequent version number in the official notation of the Products: <version number>.<release number>.<update number>. If Licensor provides a New Version without stating the release number, the release number shall be zero (0).
- 1.7 Principal maintenance commitment is 8.30 am – 5 pm Central European Time during business days in The Netherlands

2. Maintenance

- 2.1 Unless otherwise agreed upon in writing, Licensor shall provide the following Maintenance to Licensee:
 - 2.1.1 Telephone support: during the Principal Period of Maintenance, Licensor shall provide advice and assistance to Contact by telephone to diagnose suspected problems concerning the Products. Licensor shall maintain log files of telephone queries. Licensor shall provide telephone support if Licensee requests advice and/or assistance with respect to the same issue at least twice during the initial Maintenance term or any renewal term. After two requests regarding the same issue, Licensor may provide additional assistance for such same issue as part of the Maintenance services at Licensor's discretion.
 - 2.1.2 Error correction: If the Contact reports an Error that Licensor determines cannot be resolved by telephone support, and the Error was not corrected by a subsequently released New Version, Release or Update, Licensor will provide a correction or a workaround solution, which may be permanent or a temporary patch. This service is only available for such versions of the Products (either a Release or New Version) that has not been superseded by either a New Version or a Release within one (1) year prior to the report of the Error. Error corrections will be performed in accordance with the service level schedule set forth in Section 3. Errors will, as the main rule, be corrected by releases of Releases or Updates, and will only in rare occasions be corrected by releases of New Versions.
- 2.2 When reporting an Error, Contact shall provide Licensor with the following minimum information, in writing (including by either by facsimile or e-mail to the number or address specified by Licensor):
 - name, address, telephone and e-mail address of the Licensee and Contact;
 - the version of the Product and description of the computer system the Product runs on; and a clear and reasonable description of the Error, if possible accompanied by materials, such as printouts, screenshots, files, data, etc., which resulted when the Error occurred or otherwise and which may be helpful to identify and correct the Error, including a description of the type of work being performed, and steps involved, when the Error occurred, and, if applicable, the type of error message that was displayed. Contact shall use diligent efforts to provide Licensor with any materials which Contact requests in connection with such Error correction.
- 2.3 Licensee is solely responsible for ensuring that such Error reports are received by Licensor. Licensee should always verify if Licensor received an Error report, if Licensor does not respond in due time.
- 2.4 Licensor shall use commercially reasonable efforts to offer New Versions, Releases and Updates as soon as practicable after they are generally available. Licensor shall have no obligation to continue to offer prior

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- versions of the Products to Licensee. Any New Version, Release and Update accepted by Licensee shall be subject to the terms of these Maintenance Terms and Conditions.
- 2.5 Licensor shall make commercially reasonable efforts to make available conversion software, if necessary, solely for the purpose of converting information stored within the Products from the prior version to the current version. Licensee shall be solely responsible for any data conversion required to use such current version.
- 2.6 Unless otherwise provided, Licensee shall not be entitled to Maintenance:
- if Licensee did not comply with these Maintenance Terms and Conditions and/or the Terms, including but not limited to the requirements of Sections 2.2 and 2.3 above;
 - if Licensee, or a licensed Subsidiary, violated any obligation under the Terms, including, but not limited to unauthorized modification of the Product;
 - during the time between Licensor's notification that a Contact is not reasonably qualified, and the notification by Licensor that it accepts a new Contact, unless Licensee continues to have at least one (1) qualified Contact during such period. Such new Contact may either be a new, qualified person or the same individual who has earned the required qualification subsequent to such first notification;
 - with respect to Error(s) which, in the reasonable opinion of Licensor, either cannot be attributed to the Product or which are wholly or partly the result of third party software and/or hardware with which Licensee and/or Subsidiaries operate the Product;
 - if the Product was used in a manner for which the Product was not designed or intended by Licensor, or not as contemplated by the specifications of the Product; or
 - at times other than during the Principal Period of Maintenance.
- 2.7 If Licensee requests Maintenance services in writing for one or more of the situations as listed in Section 2.6, Licensor may, in its sole discretion, agree to provide such services for an additional fee. In addition to any fees owed to Licensor for provision of such services, Licensee shall also pay Licensor for the time spent by Licensor on investigating such requests.
- 2.8 Licensee may change the Contact upon written notice to Licensor. Each new Contact's qualifications shall be subject to Licensor's approval, which approval shall not be unreasonably withheld or delayed.