

### **Basic- License agreement:**

By approving these license Terms and Conditions, you confirm to agree with the purchase of App licenses for the purpose of the use of the WinTree® App linked to your WinTree® database.

- 1) The amount of licenses within this license agreement is equal to the amount that you purchased for WinTree® Nursery Manager.
- 2) During the duration of the license agreement, extra licenses can be added according to what is written under chapter 'More or less licenses'.
- 3) With this license agreement you explicitly agree with the connection between your WinTree® database (in your production environment) and the WinTree® App.

### **WinTree® App functionality:**

- 4) An amount of functions will be included in the WinTree® App. These functions will, after the introduction of the first two functions, be added periodically. The WinTree® App will offer the following functions at completion:
  - View stock and altering
  - View contacts with location tracking and "direct call"-function
  - Basic functions of the picking list

### **WinTree®-versions, WinTree® App-versions and maintenance:**

- 5) To be able to use the WinTree® App, the most recent WinTree®-version (minimum summer version 8810.x) has to be installed within your production environment.
- 6) Future functions in the WinTree® App can be dependent on the new WinTree® versions or patches. Please take into account that the possibility exists that for the purpose of using future functions a new version or patch will have to be installed in your WinTree® environment before these functions can be used.
- 7) A requirement for making use of the WinTree® App is maintaining an ongoing Combination Contract for your WinTree® Nursery Manager.

### **Duration and contract expiration date:**

- 8) The contract period of the basic license agreement for the WinTree® App is 1 year and is implicitly renewed with the same period of time.
- 9) The license agreement can be terminated on a yearly basis. At the minimum of one month before the contract expiration date, a termination has to be submitted through the license management page.

### **Price and free introduction period:**

- 10) TSD offers the possibility to make free use of the WinTree® App during the introduction period. With this free introduction is meant: the period from the introduction of the WinTree® App until shortly after the completion of the last function, as described under point 4.
- 11) After the ending of the before mentioned free introduction, you have the possibility until the last day of the free introduction period to alter the amount of licenses within your basic license agreement or terminate the license termination.
- 12) The price of the WinTree® App, according to the version as meant and described here, is €25,- per user per month (excluding VAT).
- 13) TSD has the right to change the used price. With a price increase, you are offered the option to terminate the license agreement. This option is not valid in case of price increases on the basis of price indexing according to the CBS index number.
- 14) For future additions to the WinTree® App (for example modular or customised additions) a separate (additional) price will be charged.

### Payment of the WinTree® App:

- 15) The first payment for the WinTree® App is due after the ending of the free introduction period.
- 16) The payment of the licenses can be done per year or per quarter.  
This choice is indicated before the expiration of the free introduction period via the portal: "App-license management".
- 17) In case of quarterly payments, the payment has to take place via direct debit. The chosen payment method will also be valid for additional functions if in the future the choice is made for functional additions within the WinTree® App or for extra licenses on top of the amount of basic licenses.
- 18) The payment of the licenses needs to be received by TSD within 14 days after the invoice date.
- 19) In the absence of the payment within the payment term then, without further notice, the functioning of the WinTree® App will be blocked by TSD after the maximum of 14 days after the expiration of the payment term.

### More (extra) or less licenses:

- 20) The adding of extra licenses can be managed by you at every desired moment. This can be done independently via the portal: "App-license management". These licenses are then directly available.
- 21) In case of adding extra licenses a partial invoice will be sent over the period from the date of activation of the extra licenses until the following invoice date.
- 22) A lowering of extra licenses can only be done per fixed quarterly dates. These dates are: 1 January, 1 April, 1 July and 1 October. The amount of licenses can be brought back to the basic amount according to the license agreement.
- 23) A change in the amount of licenses in the basic license agreement can be carried out per yearly contract expiration date.

### Other provisions:

- 24) You are responsible for the careful and safe use of the WinTree® App which is used by you, your employees and/or others that you have given access to the WinTree® App with the link to your WinTree® databases.
- 25) Faults of the App can be submitted to support@tsd.nl stating App failure. Only faults related to the technical functioning are taken into consideration. No support is provided at an individual level for (the working of) the App.
- 26) Although TSD handles with utmost care in the making, developing and maintaining the App in which the availability, integrity and safety are pursued to the best efforts, the responsibility rests on you.
- 27) Next to these specific license Terms and Conditions, the general Terms and Conditions (to be seen via the website [www.tsd.nl](http://www.tsd.nl)) and the Terms and conditions of use for the WinTree® App (part of the WinTree® App) are applicable. The processor agreements between you and TSD are applicable as well.
- 28) TSD reserves the right to change these license Terms and Conditions. In case of a substantive change, TSD will inform you and offer the possibility to make an objection against the modification within 30 days. If a modification is not accepted by you then you have the right to terminate the license agreement per the date when the modifications come into effect.