

## **Service contract WinTree® CONNECT**

### **Product terms and conditions WinTree® CONNECT service contract**

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## **General**

### **Introduction**

These terms and conditions provide an insight into the product content of the service contract and they explain what customers can expect from the (support) service provided by TSD within the WinTree® CONNECT service contract. This set of terms and conditions, just like the General Terms and Conditions including the processor agreement, apply to the WinTree® CONNECT service contract. These terms and conditions are effective until recalled, to which TSD reserves the right. The conditions apply as stated on the service certificate. In the event of unexpected conflicting clauses within the applicable conditions, the current General Terms and Conditions of TSD will prevail.

Although extreme care is taken by TSD in the creation, development and maintenance of the WinTree® software, WinTree® App and TreeCommerce® Messenger where we strive for best effort with regard to availability, integrity and confidentiality, the risk of using these software products lies with the customer. TSD makes every effort to make and keep the aforementioned products available. Despite this care and attention, it cannot be guaranteed that these will function without errors and without interruption.

TSD is the developer and publisher of WinTree®, WinTree® App® and TreeCommerce® Messenger. All functionalities of WinTree®, WinTree® App and TreeCommerce® Messenger are the property of TSD, as well as the design, software functions, logos and corporate identity. If a customer or user wants to use the aforementioned for their own purposes, TSD must have given permission for this in advance.

### **Quality and responsibility**

TSD will make every effort to maintain, develop and improve the software under its control. If an imperfection is found in a version of the TSD software, this will be resolved in a collective update of the software, in principle. Customers are responsible for the correct use of the software supplied by TSD and must at least comply with the determined conditions associated with the purchased product.

### **Software versions**

TSD releases a program update periodically. The installation can be carried out by the customer himself. Any support regarding that installation can be offered by TSD. This work is not a part of the service contract.

Installation of a newer version may be necessary to provide a solution. Every change affects the stability of the software. TSD therefore has a fixed test procedure including a minimum number of checks when issuing an update to ensure availability, integrity and confidentiality to best effort.

### **Information**

TSD periodically keeps its customers informed of relevant developments via email, physical mail and / or social media. This information is directly related to the purchased products and / or services. TSD expects this information to be of value to the customer. If a customer does not appreciate this, the customer can communicate this to TSD and the information referred to here will no longer be sent.

## 1. Product content and product conditions WinTree® CONNECT service contract

### 1.1. Package types

Total packages are used to achieve and maintain the most optimal connection of the software to the business processes of the customer. The total packages are tailored to the type of organization (grower or wholesale company) and to the size and complexity of the customer's business processes.

<u>WinTree® CONNECT Grower</u>		<u>WinTree® CONNECT Trade</u>	
Package	Number of users	Package	Number of users
Green	maximum 2 users	Green	maximum 2 users
Blue	minimum 2 users	Blue	minimum 2 users
Gold	minimum 4 users	Gold	minimum 4 users
Enterprise	tailor-made software in basic solution	Enterprise	tailor-made software in basic solution

The Green, Blue and Gold packages have a fixed content composition to which a limited number of modules can be added. A customer can also choose to add extra functionalities, such as a link with an accounting program. If chosen, this is shown on the service certificate and any additional conditions for these optional additions will apply. For added modules and / or functionalities, an annual amount will be charged within the service contract. In the event of termination of the service contract, the right to use additional modules and / or functionalities also expires.

### 1.2. WinTree® software user licenses according to package format

The number of user licenses can be purchased according to the possibilities within the package composition, as shown in the overview above. In specific situations, TSD reserves the right to assign a customer to another package within the service contract. This is the case, for example, if a customer has specific tailor-made software in his software that influences the "basic software" WinTree®, or if a customer's wish leads to a different package being required to use the desired functions. The customer will always be informed about this change in advance.

### 1.3. Adding user licenses within the package

A customer can add a user license at any time. From that moment on, the contract will be upgraded and invoiced additionally until the next contract expiration date of the service contract. In addition, a one-time fee is charged for a user license. An increase in user licenses can mean that a customer will use a different package composition so that the connection of the software remains appropriate to the (business processes of the) customer. The customer will always be informed about this change in advance.

### 1.4. Decrease of user licenses within the package

If a customer wants to reduce the number of user licenses, this can be done on the contract expiration date of the service contract. The customer must pass on the request for a reduction of user licenses at

least one month prior to the contract expiration date, as shown on the service certificate. As of the contract expiration date, the cancelled license will no longer be valid.

### **1.5. Terminating the service contract or an optional module or addition**

A service contract can be terminated by the customer on the contract expiration date, taking into account the duration of the contract. The termination must be received by TSD at least 3 months before the contract expiration date, as described in the TSD terms and conditions. After termination of the service contract, the customer can no longer derive any rights from updates, patches, fixes and / or support. The right to use the WinTree® App, TreeCommerce® Messenger and any added modules and / or functionalities will also expire from the end date, which can no longer be used from the relevant end date. The WinTree® software, according to the basic package composition, can then still be used by 1 user. The operation of a non-maintained and outdated version cannot be guaranteed in any way.

TSD supports a version up to the second-last version of the software. This means that in the situation of using a more outdated version, no form of support, including consultancy, can be purchased from TSD.

An optional addition or module outside the standard package composition of the service contract can be terminated by the customer as per contract expiration date. The cancellation of the module and / or addition must be received by TSD at least 3 months before the contract expiration date, as described in the TSD General Terms and Conditions. The cancelled function can no longer be used from the end date.

## **2. Support contract conditions WinTree® CONNECT**

### **2.1. What support is included in the service contract?**

The TSD support staff provides support in the case of breakdowns and / or user queries about the functioning of the software that a client may have concerning the software purchased from TSD (as specified under point 1.1.1) or web services (as specified under 1.1.2) or operational links with external systems, e.g. bookkeeping or other branch-specific applications.

A support request can be a system error, a breakdown or a user query. Support will only be given for a system error, breakdown or user query that is related to the software or service that has been purchased from TSD.

Customized items (such as reports and layout modifications) or customized SQL queries are not part of the service agreement (unless explicitly agreed upon). This means that no support will be given for this and similar functionality that has not been specifically tested and / or modified in the case of a collective update or patch. Should any support be carried out for customization at the request of the client, these tasks will be invoiced separately.

### **2.2. How does TSD treat a request for support?**

The client must submit a request for support per email. The more concrete the description of the support request, the easier it is to immediately estimate the nature and extent of the problem. It is advised to describe the question or breakdown in as much detail as possible. This will speed up the treatment of the support request. In urgent situations, according to the priority "High" as described in the overview below, we advise that you inform TSD of this per telephone. Communication from TSD during the support activity will typically take place per email or telephone.

TSD trusts that a support request as indicated here is submitted by a contact person who is authorized to do so on behalf of the client. TSD reserves the right to carry out extra checks regarding this. In the case of reasonable doubt concerning a submission, the support request will not be treated and contact will be made with the responsible contact person as registered in our administration.

The starting point for classifying a support request is the best feasible support at the correct time. TSD considers it important to assist everyone as well as possible within the agreed terms of support.

For each support request, TSD always takes priorities into account. For classifying purposes, not only will the pure functioning of the system be considered, but also the safety. The classification of the priority of a support request takes place according to the so-called AIC classification.

*The overviews below specify how TSD makes the classification:*

	Norm	Means:	Description
<b>A</b>	<b>Availability</b>	<b>DOES IT WORK?</b>	<i>The extent to which information or functionalities are available at the correct times.</i>
<b>I</b>	<b>Integrity</b>	<b>IS IT CORRECT?</b>	<i>The extent to which information or functionalities have been correctly filled in or at least unchanged.</i>
<b>C</b>	<b>Confidentiality</b>	<b>IS IT SAFE?</b>	<i>The extent to which information or functionalities is limited to the person who is authorized for it.</i>

Priority	Criterion
HIGH	Business-critical (sub)process impossible or irresponsible
MEDIUM	Operational but extremely slow / obstructive
LOW	Working but resulting perhaps in frustrating circumstances

### 2.3 What is the response- and recovery time?

During the opening hours\* of the support department, a support request that has been submitted per email will be confirmed and classified within 4 working hours. This means that within this time, a member of staff of TSD will assess the support request. The recovery time of a malfunction will depend on the seriousness of the situation and the impact of the (recovery) activities. If recovery activities cannot provide an immediate structural solution, TSD will work on a so-called “work-around”. This means that a solution will be considered and worked on to realize a temporary, workable and reliable situation, while a definitive solution will be looked into at a later stage.

*\*)According to the Dutch opening hours as stated in 2.6*

### 2.4. What does TSD expect from its clients?

TSD offers its clients training courses to enable them to work with the software and / or systems. When support is provided by TSD, its staff assume that the users have at least basic knowledge of the software and that the users have a solid knowledge of their own internal business processes. If a lack of this knowledge results in a high need for support, TSD will collaborate with the client in finding a solution. Solutions could be, for example: following a training course, a refresher course, or a specific consultancy session. Such solutions are not part of the service contract.

When resolving malfunctions, an employee must be available on behalf of the client in order to offer support, for example, by providing extra explanations, testing a solution or to view functionalities together.

It may be necessary for a TSD member of staff to gain access to the software (production environment) of the client. If this is the case, permission and cooperation is required from the client. If such permission and cooperation is not available or is denied, this may mean that a solution cannot be fully realized, or only partially.

## **2.5. To which conditions must the systems comply?**

The software is constantly being developed. At periodic intervals, new and improved functionality is supplied. This is why a new version (update) is offered once a year. This can be supplemented with patches that are released in between versions. To be able to continue to make use of the support service within the service contract, it is essential to install updates. Support will only be provided for the most up-to-date version and the version immediately prior to this version.

An important condition for the working and the stability of the software is the optimal functioning of the system (in other words: hardware, infrastructure, connections, and possibly mobile equipment). Unless use is made of the hardware and infrastructure services of TSD, the client is responsible for a smoothly functioning environment. In all cases, the client is responsible for ensuring the careful, safe and skilled operation of its own system, as well as the necessary connections (such as internet, power, and cabling). Support in the case of failure or malfunctions within the software that are the result of a disturbance caused by a product or service other than purchased from TSD are not covered by the support of this service contract.

## **2.6. When is the support department available?**

With the exception of general public holidays and days determined by TSD, the support department is open from Monday to Friday from 8.30 to 17.00 (Dutch time).

In the case of hardware purchased from TSD, the guarantee terms of the manufacturer/supplier of the equipment apply. If the client has chosen for a "Service Pack" for hardware, the client has the right to extensive breakdown support for which TSD collaborates with a third party. Specific conditions that apply in this case can be found in the service certificate corresponding to the service contract (hardware/service) that has been concluded.

## **2.7. How is the service contract applied to links to third-party software?**

Activities of the TSD support department that are required as a result of using third-party software are not covered by the service contract. Links between TSD software and third-party software will only be covered by the service contract in the case of a current working link. The third-party software (version) must also be supported by the corresponding supplier.

## **3. App license terms**

### **3.1. App License according to the service contract**

Within the service contract, the customer has the right to use the App license(s) as stated on the service certificate. By accepting the App license conditions, the customer explicitly agrees with the conditions of the WinTree® App as described and specifically agrees with the connection between the

WinTree® database (in the production environment) of the customer and the WinTree® App.

### **3.2. Use of the functions in the WinTree® App**

The WinTree® App contains various functions that the customer can use. The WinTree® App will be further developed, just like the WinTree® software, so that functions can be adjusted periodically. If there are optional functions that are not included in the standard license and for which separate payment must be made, this will be indicated in advance. The customer can, by means of the authorization function, via the App settings, determine which functions are used and which user has access to them.

### **3.3. WinTree® and WinTree® App versions and maintenance**

- a) To be able to use the (most recent version of the) WinTree® App, the customer must have the most recent WinTree® software version in use within its production environment.
- b) Future functions within the WinTree® App may depend on WinTree® software updates. The customer must take into account that there is a possibility that for the use of future and / or changed functions, an update will have to be installed within the WinTree® environment before the new functions can be used within the WinTree® App.
- c) A condition for using the WinTree® App is having and maintaining an ongoing WinTree® CONNECT service contract. In the case of a contract termination of the service contract, TSD will terminate the use of all App licenses per cancellation date. In the case of a contract termination of additional App licenses, TSD will stop the use of the additional App licenses.

### **3.4. Duration and contract expiration date**

- a) The contract period of the App license(s) included as standard in the service contract is part of the service contract.
- b) Additional App licenses according to the “annual contract” option, in addition to the license(s) within the service contract, can be added at any time. The contract expiration date of the annual contract is adjusted to the contract expiration date of the service contract. When activating additional App license (s) during a current contract year, the customer receives an invoice until the next expiration date of the service contract. Except in the case of terminating, the duration of the contract for additional App licenses is 1 year and is extended automatically for an equal period each time.
- c) Extra App licenses according to the “seasonal license” option, in addition to the license(s) within the service contract, can be added at any time. The WinTree® App based on a seasonal license has limited functionality. When requesting an additional App license, the customer indicates whether an App license is chosen on the basis of a seasonal license or on the basis of an annual contract. The seasonal license has a fixed unit of usage credit that can be used during a defined period. The unused credit expires after this defined period. When credit has been used up, the license can be upgraded with a usage credit according to the option in the top-up menu. For the purpose of registering the user credit, logging is kept by TSD.
- d) In the event of termination of the service contract, additional App licenses can no longer be used and the right to use the WinTree® App will expire.



### **3.5. Price App licenses**

- a) The price of the WinTree® App license, which is included as standard in the service contract, is part of the total package price. In the case of additional App licenses, this will be charged as described in section 3.6.
- b) TSD is entitled to adjust the price applied for the App licenses. In the event of a price increase, the customer has the option to terminate the additional App licenses on the date of the price increase. This cancellation option does not apply in the case of price increases based on price indexing in accordance with the Dutch CBS index figure.
- c) For additions to the WinTree® App (such as modular or customized additions), a separate (additional) price may be charged. The customer will be informed about this in advance.

### **3.6. Payment of the (extra) WinTree® App licenses**

- a) The payment of additional App licenses on the basis of a seasonal license must be made through invoice payment.
- b) The payment of additional App licenses on the basis of an annual contract takes place in the same way as the chosen payment method of the service contract.
- c) The payment of the additional App licenses must be received by TSD within 14 days of the invoice date.
- d) In the absence of payment for additional App licenses within the payment period, TSD will block the operation of the additional WinTree® App licenses a maximum of 14 days after the payment term has expired, without further notice of default.
- e) In the absence of payment of the service contract within the payment term, TSD will block the operation of all WinTree® App licenses in use by the customer a maximum of 14 days after the payment term has expired.

### **3.7. Activate more (extra) licenses or deactivate licenses**

- a) Activation of an additional license(s) can be arranged by the customer at any time. This can be entered independently via the portal: "App license management". This license(s) is / are available immediately. The customer has the choice of an App license based on an annual contract or a seasonal App license.
- b) In the case of adding additional license(s), a confirmation will be sent to the customer. An invoice (full or partial) will be sent to the customer for the additional App license(s), depending on the choice of seasonal license or license based on an annual contract.
- c) A reduction in the number of additional App licenses can be up to the minimum number as included in the service contract as standard.

### **3.8. Other provisions**

- a) The customer is responsible for the careful and secure use of the WinTree® App that is used by the customer, his employees and / or others who the customer will provide with the WinTree® App and thereby a link to their own WinTree® database.
- b) Malfunctions of the App can be reported via [support@tsd.nl](mailto:support@tsd.nl), citing App failure. Only malfunctions related to technical functioning will be dealt with. At the individual level, no support is provided on (the operation of) the App.



- c) Although extreme care is taken by TSD in creating, developing and maintaining the App whereby the availability, integrity and confidentiality are pursued for best effort, the risk of using the App lies with the customer.
- d) TSD can stop providing the WinTree-App® at any time, temporarily block the WinTree-App® or implement changes in functionality.

#### **4. Conditions TreeCommerce® Messenger**

##### **4.1. TreeCommerce® Messenger within the service contract**

Within the service contract, the customer has the right to use a TreeCommerce® Messenger business account, as stated on the service certificate.

By accepting the TreeCommerce® Messenger conditions, the customer explicitly agrees with the conditions and application of TreeCommerce® Messenger as described in these conditions.

##### **4.2. Using the functions of TreeCommerce® Messenger**

TreeCommerce® Messenger offers the possibility of digital communication within the horticultural industry and functions, among other things, as a message center. A central place for, managing availability, offering lists and photos, for example. TreeCommerce® Messenger is linked to the WinTree® nursery management software and is used as data storage for photos from the WinTree® App.

##### **4.3. Link TreeCommerce® Messenger with WinTree®**

When using the automated link between the customer's WinTree® software and TreeCommerce® Messenger, the following provisions apply:

- a) Updates to WinTree® are periodically released. Improvements which are made within the software are available after posting an update. An update can affect the use of TreeCommerce® Messenger. If the most recent version (or patch) of WinTree® is not used, this may mean that the customer will experience limitations in the functionality of TreeCommerce® Messenger in connection with WinTree®.
- b) TreeCommerce® Messenger uses the data within WinTree® and the WinTree® App. Possible errors in the input or use of WinTree® and / or the WinTree® App can mean that these errors may be taken over in communication with relations via TreeCommerce® Messenger.

##### **4.4. Duration and contract expiration date**

TreeCommerce® Messenger is part of the service contract. The duration of the service contract is indicated on the service certificate.

##### **4.5. Price and payment of the TreeCommerce® Messenger Subscription**

- a) The price of TreeCommerce® Messenger is included in the service contract and is part of the total package price.
- b) TSD is entitled to adjust the price applied for TreeCommerce® Messenger.
- c) In the absence of payment of the service contract within the payment term, TSD will block the operation of TreeCommerce® Messenger a maximum of 14 days after the payment term has been expired, without further notice of default.
- d) In the case of termination of the service contract, the user right to TreeCommerce® Messenger expires. Data within TreeCommerce® Messenger, such as messages and / or photos, will be deleted on the termination date and will no longer be available to the customer from that moment.

#### **4.6. Privacy and responsibilities when using TreeCommerce® Messenger**

a) Every subscription within the service contract has one company account. Within this account, the customer can arrange settings, such as entering or changing a contact person. The customer is responsible for ensuring correct access to the account settings of TreeCommerce® Messenger. Inadequate checking of account settings can mean that incorrect data is published on the communication platform.

b) Data from a contact person, for example the name and email address of a company employee, is personal data. The name of a contact person entered in the account settings is displayed in combination with the publication of company data. For example on the website and in the WinTree® software of other TreeCommerce® Messenger users. The data that the customer chooses within the account settings is published for digital communication (the purpose of TreeCommerce® Messenger).

The responsibility for correct data and correct use with due observance of privacy laws and regulations, such as permission for the use of contact (personal) data, rests on the customer as a subscription holder.

c) By activating and using the TreeCommerce® Messenger subscription, the customer explicitly agrees that his company details, including (if any) the contact details, will be published on the TreeCommerce® Messenger website. The customer realizes and accepts that other TreeCommerce® Messenger users can include this data in their records.

d) The customer realizes and accepts that sending or publishing data (such as a photo) by using TreeCommerce® Messenger means that this data will become available to others.

e) When using TreeCommerce® Messenger, the customer is not allowed to:

- Behave in a manner contrary to the net etiquette and / or legal provisions with regard to internet use.
- Infringe the intellectual property rights of others.
- Use TreeCommerce® Messenger for purposes other than described under article 4.2 of these conditions.
- Behave unlawfully in any other way towards TSD or others.

f) TSD will never access the subscription settings and / or data storage and data traffic of the customer unless this is required for support and / or at the request of the customer and / or if TSD is obliged to meet with laws and regulations.

g) The information entered by the customer within the account settings is only used for the TreeCommerce® Messenger functionality. TSD will never use this data for other purposes unless TSD is obliged to do so on the basis of mandatory provisions.

h) Within the account settings, the customer can indicate whether he wants to receive marketing messages from TSD.

i) It is possible to receive email messages from TreeCommerce® Messenger in (personal) email. The customer must activate or deactivate this himself via the account settings.

#### **4.7. Storage of data**

- a) TSD is responsible for the careful storage of the data from the customer. Unless demonstrable evidence to the contrary is provided, TSD is deemed to have met this obligation.
- b) The customer is responsible for the risk of damage or loss of data stored by the customer through the use of web solutions managed by TSD, such as TreeCommerce® Messenger.
- c) TSD reserves the right to limit data storage and data efficiency of a customer.
- d) Messages are stored in a structured way on the TreeCommerce® Messenger server and deleting messages takes place periodically. Messages in TreeCommerce® Messenger are stored for a maximum of 1 year.

#### **4.8. Other provisions**

- a) The customer is responsible for the careful and safe use of TreeCommerce® Messenger by the customer, his employees and / or others who the customer will provide to the company account within TreeCommerce® Messenger.
- b) Disruptions or user questions regarding TreeCommerce® Messenger can be reported via support@tsd.nl.
- c) Although extreme care is taken by TSD when creating, developing and maintaining TreeCommerce® Messenger whereby the availability, integrity and confidentiality are pursued for best effort, the risk of use lies with the customer.
- d) TSD can at all times permanently stop, temporarily block or make changes to the functionality of the TreeCommerce® Messenger.