

# Rentman | Terms and Conditions

This document contains the terms and conditions applicable to the Rentman service, provided by **Rentman B.V.**, with its principal office located at Nobelstraat 2A in 3512EN, Utrecht, the Netherlands and registered with the Dutch Chamber of Commerce under registration no. 60733144 (hereinafter: "**Rentman**").

The Rentman service is offered over the internet in the form of a Software-as-a-Service. The Data Processing Agreement, attached hereto as Appendix 1, forms integral part of these terms and conditions. Deviations from these terms and conditions are possible only by means of written confirmation by Rentman.

## Article 1. Definitions

The capitalized terms used in these Terms and Conditions, both in the singular and the plural, are understood to have the meaning as described in this article.

- 1.1. **Account:** the account of the Customer, which provides access to certain parts of the Platform and allows the Customer to use the Service.
- 1.2. **Additional Features:** specific expansions of the functionalities of the Services, indicated in a Quotation. Additional Features may be either (i) standard expansions of the Services, or (ii) expansions specifically developed for the Customer.
- 1.3. **Agreement:** the agreement between the Parties under which Rentman provides its Services to the Customer, of which these Terms and Conditions, any appendices thereto and any accepted and confirmed Quotations form an integral part.
- 1.4. **Customer Data:** any data processed through the Services by the Customer.
- 1.5. **Customer:** any legal entity or natural person acting in the course of its business or profession that concludes an Agreement with Rentman for the provision of Services.
- 1.6. **Intellectual Property Rights:** all intellectual property rights and related rights, including but not limited to copyrights, database rights, domain name rights, trademark rights, brand rights, model rights, neighboring rights, patent rights and rights to know-how.
- 1.7. **Materials:** all materials, including but not limited to websites, logo's, leaflets, images, texts, software, code, video's, audio, and all other content made available by any Party under the Agreement.
- 1.8. **Party:** Rentman and the Customer (plural) or either Rentman or the Customer (singular).
- 1.9. **Platform:** the platform to which access is provided by Rentman as part of the Services and of which the functionalities may differ, depending on the agreed Service Plan and Additional Features.
- 1.10. **Quotation:** an offer for the provision of paid Services (or trials thereof) to the Customer by Rentman, through the Website (including during registration), in writing or otherwise, specifying the Services, the applicable Service Plans and/or (if applicable) the Additional Features, and incorporating these Terms and Conditions.
- 1.11. **Service Plan:** the service plan according to which Services will be provided under the Agreement, indicated in a Quotation. Depending on the agreed

Service Plan, different functionalities of the Service will be made available to Customers and different pricing may apply.

- 1.12. **Services:** the services provided by Rentman to the Customer under the Agreement, including but not limited to the provision of access to the Platform and Additional Features, the provision of implementation services, the provision of Training, and the development of custom Additional Features for Customer. Functionalities of the Services may differ depending on the Service Plan and Additional Features agreed between Parties.
- 1.13. **Terms and Conditions:** these general terms and conditions and any appendices thereto.
- 1.14. **Training:** Services provided concerning education, training, workshops, seminars and the like.
- 1.15. **Website:** [www.rentman.io](http://www.rentman.io)

## **Article 2. Conclusion and fulfillment**

- 2.1. Unless otherwise agreed in writing, the Agreement is concluded with the Customer's completion of the registration form for an Account via the Website and subsequent receipt of a written registration confirmation from Rentman, automated or otherwise.
- 2.2. During Account registration, the Customer is asked to provide login information (a unique username and password). The Customer is obliged to use any Accounts made available by Rentman in a careful manner and to keep its login information secure and strictly confidential. Rentman has the right to assume that all acts performed following authentication of these accounts have been performed under the supervision and with the approval of the Customer. The Customer is obliged to notify Rentman immediately if it suspects abuse of and/or unauthorised access to its accounts.
- 2.3. After conclusion of the Agreement, as well as any additional agreements regarding (trial versions of) Service Plans or Additional Features, Rentman will apply all commercially reasonable efforts to, as soon as possible, provide the Customer with access to the relevant specified Services for the duration of the Agreement in accordance with (if applicable) the Service Plan.
- 2.4. The Services may be integrated with third-party products and/or services. Such integration may only occur if Customer first registers with the third party in question and accepts the relevant terms and conditions applicable to those third-party products and/or services. Rentman will in no case be liable or responsible for the functioning of such third-party products and/or services in relation to their integration with the Services.
- 2.5. Rentman will perform the Agreement to the best of its ability, with due care and expertise and in accordance with the applicable Service Plan. Upon conclusion of the Agreement, Rentman will use reasonable endeavors to initiate fulfilment of the Agreement and allow the Customer to access the Services as soon as possible.
- 2.6. The Customer is obliged to do everything that is reasonably required and desired to ensure that the Service is performed correctly in a timely manner. In particular, the Customer will ensure that all information designated by Rentman as essential or in respect of which the Customer should reasonably understand that it is required for the purpose of performing the Services, is provided to Rentman in a timely fashion. The Customer makes sure that the information and details are correct, complete and up to date.
- 2.7. The Customer is under no circumstance entitled to suspend the performance of its obligations under this Agreement.

- 2.8. Any delivery dates indicated by Rentman under the Agreement are understood to be indicative only and do not constitute strict deadlines.
- 2.9. Some (parts) of the Services may require implementation in order to function properly. In light of this, Rentman will provide free implementation support in accordance with Article 16, however, unless the Customer has purchased implementation Services, the Customer is solely responsible for such implementation.
- 2.10. Either on request by the Customer or on its own discretion, Rentman may provide a Quotation for implementation Services. Unless agreed otherwise in writing, Rentman will, in such an event, commence provision of the implementation Services within reasonable time after the Customer's acceptance of the relevant Quotation and the Customer's receipt of a written confirmation from Rentman, automated or otherwise.
- 2.11. The sections 6:227b and 6:227c of the Dutch Civil Code are excluded, insofar as possible.

**Article 3. Access to the Services and duration of Service Plans**

- 3.1. The scope of the Customer's access to the Services will be determined by the agreed upon Service Plan. If no Service Plan is agreed, or if an agreed upon Service Plan expires or is terminated, the Customer will not be able to access most of the Services until a (new) Service Plan is agreed between the Parties. The Customer will still be able to access its Account during this period in order to access Quotations for Service Plans.
- 3.2. In the event that the (accepted) Quotation for a Service Plan specifies that the Service Plan will be applicable for a determined period (hereinafter: "**Initial Period**"), the Service Plan will, at the end of such a period, each time be tacitly renewed for the same period (hereinafter: "**Renewal Period**"), unless the Customer provides Rentman with a notice of non-renewal at least one (1) day before the beginning of the Renewal Period.
- 3.3. The terms, conditions and pricing of the Initial Period will apply to the Renewal Periods, unless Rentman has provided written notice to the Customer of any amended terms and conditions and/or a pricing increase at least:
  - a. fourteen (14) days before the beginning of each Renewal Period in the event of an Initial Period with a duration of no more than one (1) month; or
  - b. sixty (60) days before the beginning of each Renewal Period in the event of an Initial Period of more than one (1) month.
- 3.4. Customer may at any time accept a Quotation for an upgraded Service Plan, upon which, the previously applicable Service Plan will immediately terminate, and the terms, conditions and pricing applicable to the upgraded Service Plan will immediately apply to the Agreement. In this event, Customer will not have a right to a refund or discount in relation to the unused portion of the terminated Service Plan.

**Article 4. Term and termination**

- 4.1. The Agreement will be entered into for an indefinite period of time.
- 4.2. The Customer may terminate the Agreement at any time by notifying Rentman in writing.
- 4.3. Without prejudice to any other rights and remedies hereunder, Rentman will be entitled to terminate the Agreement if the Customer commits a breach of any of its obligations under this Agreement and such breach is irremediable or – if

such breach is remediable – the Customer fails to remedy that breach within a period of thirty (30) calendar days after being notified in writing to do so.

- 4.4. Rentman may suspend or give notice to terminate the Agreement in writing with immediate effect, without notice of default being required, in the event the Customer is declared bankrupt, the Customer applies for or is granted suspension of payment, the Customer's activities are ceased, or its business is wound up.
- 4.5. Where Rentman suspends the performance of or terminates the Agreement, Rentman will retain all its rights and claims under the Agreement and the applicable laws and regulations.
- 4.6. In the event that the Agreement is terminated, the amounts owed to Rentman by the Customer will become immediately due and payable (irrespective of the reason for termination). Termination of the Agreement will also result in termination of all active Service Plans.
- 4.7. The Customer will not have a right to any refunds or restitutions in the event a (paid) active Service Plan is terminated, irrespective of the reason for termination.
- 4.8. In the event of dissolution of the Agreement, section 6:271 of the Dutch Civil Code and the effect of its provisions in the subsequent sections of the Dutch Civil Code are excluded.

#### **Article 5. Trials**

- 5.1. After or upon entering an Agreement for the use of the Service, the Customer may make use of a trial version of a paid Service Plan offered by Rentman (hereinafter: "**Trial Service Plan**") with no additional charge. A Quotation for access to a Trial Service Plan can be requested via the Website or offered as (part of) a Quotation (including during Account registration). After acceptance of the relevant Quotation by the Customer, access to a Trial Service Plan is only granted upon receipt by the Customer of a written confirmation from Rentman, automated or otherwise. Rentman may at all times decide not to fulfil requests for (Trial Service Plan) Quotations.
- 5.2. If access to a Trial Service Plan is agreed to between Parties, the applicable Service Plan under the Agreement (or the Customer's lack thereof) will temporarily be upgraded to the agreed upon Trial Service Plan. The Trial Service Plan will be deemed expired at:
  - a. the end date of the Trial Service Plan as specified in the Quotation; or
  - b. the moment the Parties agree to a paid Service Plan.
- 5.3. Upon expiration, the Trial Service Plan will revert to the Service Plan previously applicable to the Agreement, unless agreed otherwise in the Trial Service Plan Quotation. If no Service Plan was previously applicable, the Customer will in that event not be able to access most of the Services until a Service Plan is agreed between the Parties.

#### **Article 6. Additional Features and Custom Features**

- 6.1. Either on request by the Customer or on its sole discretion, Rentman may provide a Quotation for Additional Features. Rentman may at all times decide not to fulfil such requests.
- 6.2. After acceptance of the relevant Quotation by the Customer, access to the Additional Features – insofar as these are not developed specifically for the Customer – will be granted upon receipt by the Customer of a written confirmation from Rentman, automated or otherwise.

- 6.3. Insofar as the Additional Features agreed upon between Parties are developed specifically for the Customer (hereinafter: “**Custom Features**”), Rentman will provide access to the Additional Features when they, in Rentman’s professional opinion, meet the agreed upon requirements and/or are suitable for use, and aim to do so on the date specified in the relevant Quotation.
- 6.4. Custom Features are provided on an ‘as-is’ and ‘as-available’ basis. The Customer indemnifies Rentman and holds Rentman harmless against all third-party claims relating to the use by, on behalf of, or with the approval of the Customer of the Custom Features.

**Article 7. Training**

- 7.1. In the event the Services provided by Rentman to the Customer involve Training, the provisions of this Article 7 will apply.
- 7.2. Unless the Training takes place at a location designated by Rentman, the Customer will ensure the availability of a suitable space and the presence of suitable facilities for the Training.
- 7.3. Using the information provided by Rentman, the Customer must check for itself whether the level of knowledge and expertise of participants corresponds to the relevant Training course.
- 7.4. Unless a Training course has been developed for the Customer specifically, Rentman retains the right to change the location of the Training or to combine or merge Training courses.
- 7.5. Cancellation of the Training course or absence of participants will under no circumstances result in an obligation for Rentman to refund the amount agreed for the Training.
- 7.6. Unless the Parties agree otherwise, educational Materials are not included in the Training.

**Article 8. Customer data**

- 8.1. All Customer Data will remain the property of the Customer. Rentman will not make any proprietary claims with regard to any Customer Data.
- 8.2. The Customer provides Rentman with a non-transferable – and as far as necessary for performance of the Agreement – sublicensable license to use the Customer Data for the duration of the Agreement, insofar this is required for the provision of the Services.
- 8.3. In addition to the license specified in the previous subsection, Rentman will receive an irrevocable and unrestricted license to use any analyses, reports and results generated by using Customer Data, in anonymized or aggregated form for its own purposes, such as improvement of its services – provided all relevant applicable legislation, such as the General Data Protection Regulation, is adhered to.
- 8.4. Rentman will use reasonable endeavors to protect the Services against misuse, abuse and unauthorized access to the Customer Data.
- 8.5. The Customer represents and warrants that any submission or provision of Customer Data to Services is lawful and that the processing of such data in accordance with the Agreement does not contravene any applicable privacy laws and regulations.

**Article 9. Intellectual Property Rights**

- 9.1. All Intellectual Property Rights relating to the Services and the Platform, and any Materials and Additional Features developed and/or made available by Rentman under the Agreement are vested in Rentman or its licensors. The

Customer will be granted the rights of use with regard to the aforementioned as described in this Article 9 or as otherwise ensuing from the Agreement.

- 9.2. Insofar as required for the performance of the Agreement, the Customer will acquire a non-exclusive, non-transferable and non-sublicensable right to use the Services, Platform, Additional Features and any other Materials provided by Rentman for the term of the Agreement and in accordance with the conditions set forth therein.
- 9.3. Unless agreed otherwise in writing, The Customer is not entitled to make changes to the Services, Platform, Additional Features or Materials developed and/or made available by Rentman under the Agreement. The Customer is not entitled to a copy of any source code and is not permitted to retrieve the source code by means of reverse engineering, decompilation or otherwise, except where this must be permitted under mandatory law.
- 9.4. Rentman may take (technical) measures to protect the Services, Platform, Additional Features and its Materials. If Rentman has taken such security measures, the Customer is not permitted to evade or remove such security measures.
- 9.5. The Customer may not remove or modify any designation of Intellectual Property Rights or remove any mark indicating a confidential nature from Rentman' Materials.
- 9.6. The Customer authorizes Rentman to publicly disclose that the Customer is a customer of Rentman and Rentman may use the Customer's name and logo in any promotional materials, including but not limited to its Website and in press releases.

**Article 10. Use and misuse**

- 10.1. It is prohibited to use the Services in a manner that is in violation of these Terms and Conditions or applicable laws and regulations. Additionally, using the Services in a manner that may cause hindrance or loss and/or damage to Rentman or any third party is expressly not permitted.
- 10.2. Rentman fulfils an intermediary role on the Platform and is not responsible for information and Materials made available via the Platform by the Customers. The Customer acknowledges and agrees that Rentman does not moderate or pre-screen any information or Materials stored or made available by the Customers.
- 10.3. It is explicitly prohibited to use the Platform (even if legally permitted to do so):
  - a. to wilfully distribute malware or any other harmful software;
  - b. to store or make available information or Materials that infringe upon any Intellectual Property Rights or other third-party rights;
  - c. to promote or provide instructions or information about how to engage in illegal conduct, commit illegal activities or promote physical harm or injury;
  - d. to store or make available Materials that are threatening, libellous, defamatory, obscene, misleading, offensive or unlawful in any way whatsoever;
  - e. in any manner that may cause hindrance for other users of the Platform, or that may damage and/or impede the systems and networks of Rentman or third parties.
- 10.4. If Rentman determines that the Customer has violated this Article 10 or applicable laws and regulations, or receives a complaint in this regard, Rentman may take measures to end the violation. These measures may

- include the suspension or termination of access to the Platform, or termination of the Agreement.
- 10.5. If, in Rentman' opinion, the operation of the computer systems or network of Rentman or third parties and/or provision of services via the Internet is obstructed, impaired or otherwise at risk, in particular as a result of the transmission of excessive amounts of data, leaked personal data or virus activity, malware and similar harmful software, Rentman is authorized to take any and all measures it deems reasonably necessary to avert or prevent such risk. These measures include, but are not limited to, suspension of the Services and termination of the Agreement.
- 10.6. Rentman is entitled to disclose the name, address and other identifying data of the Customer or the end user concerned to a third party who complains that the Customer has violated its rights, provided that the applicable legal and/or jurisprudential requirements have been met.
- 10.7. Rentman will be entitled to report any acts that may be punishable as criminal offences. In doing so, Rentman may provide the relevant Materials and all relevant information about the Customer and any involved third parties to the competent authorities and perform all other acts that these authorities request Rentman to perform in the context of an investigation.
- 10.8. The Customer will follow all reasonable instructions issued by Rentman in relation to the use of the Services.
- 10.9. Rentman may recover from the Customer any loss and/or damage sustained as a result of the Customer's violations of this Article 10. The Customer will indemnify Rentman and hold Rentman harmless against any and all third-party claims pertaining to loss and/or damage arising from a violation of this Article 10

**Article 11. Payment**

- 11.1. Use of and access to the Services by the Customer may be subject to a monthly or yearly subscription fee, depending on the Service Plan and any Additional Features agreed between the Parties, as indicated in the relevant Quotation(s).
- 11.2. Use of and access to Additional Features, as well as the provision of Services with regard to implementation or Training, may, in addition to the above, be subject to a one-time fee, as indicated in the relevant Quotation(s).
- 11.3. All amounts owed in consideration for the Services, if any, will be invoiced digitally and in advance. All amounts must be paid within fourteen (14) days after the invoice date.
- 11.4. If the Customer fails to pay the amounts due within the agreed term, the Customer will be liable for payment of the statutory commercial interest, referred to in Section 6:119a of the Dutch Civil Code, on the outstanding amount, as well as any extrajudicial costs, including costs for lawyers, bailiffs and legal experts, without notice of default being required. In addition, Rentman will be entitled to suspend its performance of the Agreement until all amounts due have been paid.
- 11.5. A claim for payment becomes immediately due and payable in the event the Customer is declared bankrupt, applies for a suspension of payment, all or part of its assets are attached or is liquidated.
- 11.6. Under no circumstance is the Customer allowed to set off its payment obligations under the Agreement with a claim they might have, on whatever grounds, on Rentman.

**Article 12. Pricing**

- 12.1. Unless specifically indicated otherwise, all prices and fees indicated by Rentman are exclusive of VAT and other government levies.
- 12.2. If a price or fee is based on information provided by the Customer and this information proves to be incorrect, Rentman has the right to adjust the prices or fees accordingly, even in the event the Agreement has already been concluded.
- 12.3. Rentman is entitled to increase its prices and fees at any time. Rentman will inform the Customer of any such changes at least one (1) month in advance. In the event of such a price or fee increase. Use of the Services after the effective date will be regarded as acceptance of the amended pricing or fees.
- 12.4. Prices may be increased by Rentman with immediate effect if the prices of its Rentmans of, for example, electricity, software licenses or data center services increase, without this creating a possibility for the Customer to terminate the Agreement.
- 12.5. If Rentman wishes to reduce its applicable prices or fees, Rentman is entitled to do so immediately without this creating a possibility for the Customer to terminate the Agreement.

**Article 13. Privacy and data protection**

- 13.1. The fulfilment of the Agreement may entail the processing of personal data by Rentman on behalf of the Customer. In the event that personal data are processed, the Parties agree on the terms concerning data processing as attached in Appendix 1, in which the Data Processing Agreement concerning the processing and security of such personal data is laid down.

**Article 14. Availability and backups**

- 14.1. Rentman will use all reasonable endeavors to ensure continuous availability of the Services but cannot warrant uninterrupted availability.
- 14.2. Measures taken by Rentman under circumstances as described in Article 10.5 may result in a temporary interruption in the availability of the Platform.
- 14.3. Rentman will make a back-up of all Customer Data once every forty-eight (48) hours. The back-ups will be stored in a different geographical location than the original data. Unless otherwise agreed as part of an Additional Feature, these back-ups are made as a precaution for technical failures or disruptions on the side of Rentman. Unless agreed as part of an Additional Feature, Rentman does not provide a back-up service and is not held to restore specific Customer Data or on the Customer's request (for example when the Customer has accidentally removed specific Customer Data). If Rentman nevertheless decides to honor such a request, it may charge the Customer with all reasonable costs incurred.

**Article 15. Maintenance**

- 15.1. From time to time, Rentman may perform maintenance on the Platform and make changes to the Platform in the form of updates or upgrades. Such updates or upgrades may result in a change in the functionality of the Platform. Suggestions by the Customer are welcome, but Rentman determines which changes will be made.
- 15.2. The performance of maintenance-related activities may result in interruptions in the availability of the Platform. In the event Rentman is able to foresee certain maintenance-related activities resulting in such interruptions, it will apply reasonable endeavors to ensure the activities do not take place during

peak-hours – but instead during times when the demand for access to the Services is lowest.

- 15.3. Rentman will use reasonable endeavors to notify the Customer of all planned maintenance-related activities – through e-mail or through the Platform – at least two (2) days in advance. Emergency maintenance may still occur at any time, without prior notification of the Customer.
- 15.4. Updates or upgrades to the Platform are performed at times to be determined by Rentman. The Customer will not be able to use an older version of the Platform once an update or upgrade has been performed. Nor will the Customer have any right or claim to an update or upgrade that was announced by Rentman but was not performed.

**Article 16. Support**

- 16.1. Documentation with regard to implementation, troubleshooting and general use of the Platform and Services is provided through the Website.
- 16.2. In addition to the online documentation, Rentman provides support to the Customer through use of a helpdesk. The helpdesk can be reached through the Website.
- 16.3. Rentman will assume that Customers will consult the online documentation before contacting the helpdesk. The Rentman helpdesk may refer the Customer back the documentation in case the Customer's question or issue can be answered or solved by consulting the documentation.
- 16.4. Rentman will use reasonable endeavors to respond to each support request as quickly as possible. Yet it cannot warrant that a response or solution will be provided by the helpdesk in a set amount of time, as such response times are dependent on the nature and complexity of the question or issue at hand. Additionally, in handling support requests, Rentman is dependent on cooperation by the Customer. The Customer is obliged to provide all reasonable cooperation required in order for Rentman to properly process the request and provide the needed support. If the Customer does not provide such cooperation, Rentman may not be able to process the request.
- 16.5. If Rentman determines, at its sole discretion, that Customer has abused the helpdesk – for example by mistreating helpdesk personnel or by repeatedly refusing or neglecting to provide the cooperation described in the previous paragraph – Rentman will have the right to immediately halt the provision of helpdesk support to Customer. If Rentman opts to make use of this right, it will notify Customer of this decision within a reasonable time in writing.

**Article 17. Confidentiality**

- 17.1. The Parties will treat as confidential (i) the contents of this Agreement, as well as the nature and content of the relationship between the Parties and (ii) the information they provide to each other before, during or after the performance of this Agreement if this information has been marked as confidential or if the receiving Party knows or should reasonably assume that this information was intended to be confidential. The Parties also impose this obligation on their employees and on the third parties engaged by them for the performance of the Agreement.
- 17.2. This Article 17 will not apply to any information which:
  - a. is or becomes generally available to the public other than as a result of a disclosure by the receiving Party in breach of the Agreement;

- b. was within the receiving Party's possession prior to its disclosure to it by or on behalf of the disclosing Party;
  - c. becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party not under obligation to keep such information confidential; or
  - d. is developed independently by the receiving Party.
- 17.3. In the event that a receiving Party becomes legally compelled to disclose any confidential information provided pursuant to the Agreement, such receiving Party will provide the disclosing Party with prompt written notice so that disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of the Agreement.
- 17.4. Promptly after the expiration or termination of the Agreement for any reason, each receiving Party will destroy all originals and copies of any material in any form containing or representing the confidential information in its possession at the request of the disclosing Party.

**Article 18. Liability**

- 18.1. Rentman can only be liable towards the Customer for direct damages as a result of an attributable failure in the performance of the Agreement. Rentman' liability for indirect damages is excluded. For the purposes of the Agreement, indirect damages include lost savings, loss of data, loss of profit, damage to reputation and damage due to business interruption.
- 18.2. Without prejudice to the foregoing, Rentman' liability for direct damages per year is limited to the amount (excluding VAT) that the Customer has paid Rentman under the Agreement during the three (3) months prior to the event causing the damages.
- 18.3. Rentman' liability for an attributable failure to perform the Agreement only arises if the Customer gives Rentman prompt and proper written notice of default, giving Rentman a reasonable time period to remedy the default, and Rentman continues to fail to perform its obligations even after that time period. The notice of default must contain as detailed a description of the breach as possible so that Rentman is able to respond adequately.
- 18.4. The limitation of liability as referred to in the previous paragraphs of this Article 18 will lapse if and to the extent that the damage is the result of intent or deliberate recklessness on the part of Rentman' management.
- 18.5. Any right to compensation is subject to the condition that the Customer notifies Rentman in writing of the damage within thirty (30) days after discovery.
- 18.6. The Customer expressly acknowledges and agrees that Services provided under any Trial Service Plans, as well as Services provided while no Service Plan is applicable to the Agreement, are provided on an "as is" and "as available" basis and that Rentman assumes no liability whatsoever for any kind of damages arising from the Customer's use of the Services in these situations, unless caused by the wilful misconduct or deliberate recklessness of Rentman's management.

**Article 19. Force majeure**

- 19.1. Rentman cannot be obliged to perform any obligation under the Agreement if the performance is prevented due to force majeure. Rentman is not liable for any loss and/or damage due to force majeure.

- 19.2. Force majeure is considered to exist in any event in case of power outages, Internet failures, telecommunication infrastructure failures, network attacks (including D(DOS) attacks), attacks by malware or other harmful software, civil commotion, natural disaster, terror, mobilization, war, import and export barriers, strikes, stagnation in supplies, fire, floods and any circumstance whereby Rentman is not enabled to perform or prevented from performing by its Rentmans, irrespective of the reason.
- 19.3. If a force majeure situation has lasted for more than ninety (90) days, both Parties will be entitled to give notice to terminate the Agreement in writing with immediate effect. The Services which in that case have been delivered by Rentman prior to the occurrence of the force majeure situation and during the force majeure situation will be paid for on a pro rata basis.

**Article 20. Amendments**

- 20.1. Rentman may amend the Agreement at any time if the changes are not significant or are required by applicable mandatory law.
- 20.2. Rentman will announce any changes or additions to the Agreement to the Customer in writing at least thirty (30) days before they take effect, to enable the Customer to take note of them.
- 20.3. If the Customer does not wish to accept a change or addition which falls outside the scope of Article 20.1 and negatively influences its position, the Customer may give notice to terminate the Agreement until the date it takes effect. Use of the Services after the effective date will be regarded as acceptance of the amended or supplemented Agreement.

**Article 21. Miscellaneous**

- 21.1. This Agreement is governed exclusively by Dutch law.
- 21.2. Any dispute between the Parties in connection with or rising from the Agreement will be submitted to the competent court in the Netherlands in the district where Rentman has its registered office.
- 21.3. Where the Agreement refers to "written" or "in writing", this also includes e-mail communication provided the identity of the sender and the integrity of the content can be adequately established.
- 21.4. The version of any communication of information as recorded by Rentman will be deemed to be authentic unless the Customer supplies proof to the contrary.
- 21.5. Any general terms and conditions of the Customer will not form part of the Agreement.
- 21.6. If any provision of the Agreement is found to be contrary to applicable law, or is otherwise unenforceable, this provision will be amended to the extent that it is in accordance with applicable law, with due observance of the intended meaning of the relevant provision.
- 21.7. The Customer will not be authorized to transfer this Agreement or any of its rights and obligations arising therefrom to a third party without the express consent of Rentman. Rentman will be authorized to transfer this Agreement and all its rights and obligations arising therefrom to a third party that acquires the business operations to which this Agreement is subject.

**The following appendix forms an integral part of these Terms and Conditions:**

Appendix 1: Data Processing Agreement

# Rentman | Terms and conditions | Appendix 1

## Data Processing Agreement

This Data Processing Agreement (hereinafter: “**DPA**”) describes the terms for processing Personal Data by Rentman B.V. (hereinafter: “**Rentman**”) on behalf of the Customer. This DPA forms an integral part of the Terms and Conditions and is agreed to on the basis of the Agreement between the parties.

### Article 1. Definitions

- 1.1. All definitions described in the Terms and Conditions have the same meaning in this DPA, both in the singular and the plural.
- 1.2. The words or formulations used in this DPA have the following meaning, both singular and plural:
  - a. **GDPR**: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data. Where in this DPA terms are used that correspond to definitions from GDPR, these terms will have the same meaning as in the GDPR;
  - b. **Personal Data**: any information relating to an identified or identifiable natural person (hereinafter: “**Data Subject**”), to the extent that such information is protected as Personal Data under applicable Data Protection Laws and is submitted as the Customer Data;
  - c. **Personal Data Breach**: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed (as referred to in Article 4 (12) GDPR);
  - d. **Subprocessor**: any entity engaged by Rentman to process Personal Data in connection with the Services.
- 1.3. Rentman is regarded as a processor within the meaning of Article 4 (8) of the GDPR, and The Customer is regarded as the controller within the meaning of Article (7) of the GDPR.

### Article 2. Processing of Personal Data

- 2.1. *The Customer's Processing of Personal Data.* The Customer will, in its use of the Services and provision of instructions, process Personal Data in accordance with the requirements of the GDPR. The Customer will have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which the Customer acquired Personal Data.
- 2.2. *Processing Personal Data.* As the Customer's processor, Rentman will only process Personal Data for the following purposes (hereinafter individually and collectively referred to as: the “**Purpose**”):
  - a. processing in accordance with the Agreement; and
  - b. processing to comply with other reasonable instructions provided by the Customer (e.g., via email or support tickets) that are consistent with the terms of the Agreement.
- 2.3. Rentman acts on behalf of and on the instructions of the Customer in carrying out the Purpose. Rentman will inform the Customer if in its opinion an

instruction of the Customer would violate the applicable legislation regarding the processing of Personal Data or is otherwise unreasonable.

- 2.4. *Details of the Processing.* The subject-matter of processing of Personal Data by Rentman is the performance of the Services pursuant to the Agreement. The duration of the processing, the nature and purpose of the processing, the types of Personal Data and categories of Data Subjects processed under this DPA are further specified in Annex 1 (Description of processing activities) to this DPA.

**Article 3. Data Subject Requests**

- 3.1. *Data Subject Requests.* Rentman will, to the extent legally permitted, promptly notify the Customer if Rentman receives any requests from a Data Subject to exercise the Data Subject rights from Article 15-22 of the GDPR (hereinafter referred to as a "**Data Subject Request**").
- 3.2. *Assistance to the Customer.* Taking into account the nature of the processing, Rentman will assist the Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to a Data Subject Request under the GDPR. In addition, to the extent the Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Rentman will, upon the Customer's request, provide commercially reasonable efforts to assist the Customer in responding to such Data Subject Request, to the extent Rentman is legally permitted to do so and the response to such Data Subject Request is required under applicable Data Protection Laws. To the extent legally permitted, the Customer will be responsible for any costs arising from Rentman's provision of such assistance, including any fees associated with provision of additional functionality.

**Article 4. Subprocessors**

- 4.1. *Appointment of Subprocessors.* The Customer acknowledges and agrees that Rentman may engage Subprocessors in connection with the provision of the Services. Rentman will enter into a written agreement with each Subprocessor containing data protection obligations that provide at least the same level of protection for Personal Data as those in this DPA, to the extent applicable to the nature of the Services provided by such Subprocessor.
- 4.2. *List of current Subprocessors and notification of new Subprocessors.* A current list of Subprocessors for the Services is attached to this DPA as Annex 2. Rentman will provide the Customer with notification of new Subprocessor(s) before authorizing such new Subprocessor(s) to process Personal Data in connection with the provision of the applicable Services. Rentman will solely use Subprocessors which provide appropriate safeguards as required by Chapter V of the GDPR.
- 4.3. *Objection Right for New Subprocessors.* The Customer may reasonably object to Rentman's use of a new Subprocessor by notifying Rentman promptly in writing within ten (10) business days after receipt of Rentman's notification of new Subprocessor(s). Such objection will explain the reasonable grounds for the objection. In the event the Customer objects to a new Subprocessor, as permitted in the preceding sentence, Rentman will use commercially reasonable efforts to make available to the Customer a change in the Services or recommend a commercially reasonable change to the Customer's configuration or use of the Services to avoid processing of Personal Data by the objected-to new Subprocessor without unreasonably burdening the

Customer. If Rentman is unable to make available such change within a reasonable period of time, which will not exceed thirty (30) days, either party may terminate (without penalty) with respect only to those Services which cannot be provided by Rentman without the use of the objected-to new Subprocessor by providing written notice to Rentman. Rentman will refund the Customer any prepaid fees covering the remainder of the term following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on the Customer.

- 4.4. *Liability.* Rentman will be liable for the acts and omissions of its Subprocessors to the same extent Rentman would be liable if performing the Services of each Subprocessor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

**Article 5. Security**

- 5.1. *Controls for the Protection of Customer Data.* Rentman will maintain appropriate technical and organizational measures for protection of the security, confidentiality and integrity of Customer Data. Rentman will not materially decrease the overall security of the Services during a subscription term. A current list of security measures is attached to this DPA as Annex 3.

- 5.2. *Audit.* The Customer may have an audit performed by an independent third party, to verify Rentman's compliance with this DPA. The audit may only be performed in case of a reasonable and well-founded suspicion of violation of this DPA, which is communicated in writing to Rentman. If an independent third party has already carried out an audit in the past year, Rentman can fulfil its obligation by giving access to the relevant parts of the audit report of that year, only if a certification of compliance of the obligations of Rentman in this DPA is requested within the same year. The Customer will reimburse Rentman for any costs and time expended for any such audit at Rentman's then-current rates, which will be made available to the Customer upon request. Before the commencement of any such audit, the Customer and Rentman will mutually agree upon the scope, timing, and duration of the audit, in addition to the reimbursement rate for which the Customer will be responsible. All reimbursement rates will be reasonable, taking into account the resources expended by Rentman. The Customer will promptly notify Rentman with information regarding any noncompliance discovered during the course of an audit, and Rentman will use commercially reasonable efforts to address any confirmed non-compliance. All of the findings of an audit will be confidential unless otherwise agreed upon by the the Customer and Rentman.

**Article 6. Personal Data Breach management and notification**

- 6.1. *Personal Data Breach management and notification.* Rentman will notify the Customer without undue delay of any Personal Data Breach of which Rentman becomes aware and which Rentman is required to notify to the Customer. The Customer is at all times responsible for notification of any Personal Data Breach to the competent supervisory authority, and, in case of a high risk, for notification of the Data Subjects. Rentman will provide commercially reasonable cooperation and assistance in identifying the cause of such Personal Data Breach and takes commercially reasonable steps to remediate the cause to the extent the remediation is within Rentman's control. The obligations herein will not apply to Personal Data Breaches that are caused by the Customer and/or non-Rentman Products or Services.

**Article 7. Return and deletion of Customer Data**

- 7.1. *Waiting Period.* After termination of the Services for which Rentman is processing Personal Data, Customer Data is retained in inactive status for 90 days (hereinafter: "**Waiting Period**"), after which it is securely deleted. Without limiting the ability for the Customer to request return of their Customer Data submitted to the Services, Rentman reserves the right to reduce or increase the number of days it retains such data after contract termination. Rentman will inform the Customer about such change.
- 7.2. *Return and Deletion.* Upon termination of the Agreement for which Rentman is processing Personal Data, Rentman will, if possible, return all Customer Data and copies of such data to the Customer or, after the Waiting Period, securely delete or destroy in accordance with the Agreement and, upon the Customer's request, demonstrate to the reasonable satisfaction of the Customer that it has taken such measures, unless applicable law prevents it from returning, deleting or destroying all or part of Customer Data. Rentman agrees to preserve the confidentiality of any retained Customer Data and will only actively process such Customer Data after such date in order to comply with the laws it is subject to.

**Article 8. Assistance**

- 8.1. *Customer's Data Protection Impact Assessment.* Upon the Customer's request, Rentman will provide the Customer with reasonable cooperation and assistance needed to fulfil the Customer's obligation under the GDPR to carry out a Data Protection Impact Assessment related to the Customer's use of the Services, to the extent the Customer does not otherwise have access to the relevant information, and to the extent such information is available to Rentman. Rentman will provide reasonable assistance to the Customer in the cooperation or prior consultation with the competent supervisory authority, to the extent required under the GDPR. The Customer will reimburse Rentman for any costs and time expended for any assistance at Rentman's then-current rates, which will be made available to the Customer upon request. Before the commencement of the assistance, the Customer and Rentman will mutually agree upon the type of assistance and the reimbursement rate for which the Customer will be responsible. All reimbursement rates will be reasonable, taking into account the resources expended by Rentman.

**Article 9. Transfer of Personal Data**

- 9.1. *Processing within the EEA.* Rentman may process the Personal Data in any country within the European Economic Area (EEA).
- 9.2. *Processing outside the EEA.* In addition, Rentman may transfer the Personal Data to a country outside the EEA, provided that country ensures an adequate level of protection of Personal Data and complies with other obligations imposed on it under this DPA and the GDPR, including the availability of appropriate safeguards and enforceable Data Subject rights and effective legal remedies for Data Subjects.
- 9.3. *Authorization to conclude Standard Contractual Clauses.* Rentman is hereby authorized to, where necessary, enter into Standard Contractual Clauses in name of the Customer concerning the transfer of Personal Data from a controller located within the European Union to a processor in a third country, in accordance with the Commission Decision of 5 February 2010 (2010/87/EU).

- 9.4. *Location specification.* A list of the processing locations at the time of entering into this DPA is set out in Annex 2 to this DPA.

**The following annexes form an integral part of this DPA:**

Annex 1: Description of processing activities

Annex 2: Subprocessors

Annex 3: Technical and organizational measures

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## | Annex 1

### Description of processing activities

#### **Data subjects**

The Customer may submit Personal Data to the Services, the extent of which is determined and controlled by the Customer and which may include, but is not limited to, Personal Data relating to the following categories of Data Subjects:

- authorized Users, Customer's Users authorized by the Customer to use the Services;
- prospects, customers, business partners and vendors of the Customer;
- employees, agents, advisors, freelancers of the Customer;
- employees or contact persons of the Customer's prospects, customers, business partners and vendors.

#### **Duration of Processing**

Subject to Article 7 (Return and Deletion of Customer Data) of the DPA, Rentman will process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

#### **Categories of Personal Data**

The Personal Data processed by Rentman concerns the following categories:

- Any personal data comprised in Customer Data, as defined in the Agreement such as:
  - first and last name;
  - title;
  - position;
  - employer;
  - contact information (company, email, phone, physical business address);
  - CoC and VAT number;
  - bank account number;
  - ID data;
  - professional life data;
  - connection data;
  - localisation data.

#### **Processing operations**

The Personal Data will be processed in accordance with the Agreement and may be subject to the following processing activities:

- storage and other processing necessary to provide, maintain, and improve the Services provided to the Customer;
- to provide technical support to the Customer; and
- disclosures in accordance with the Agreement, as compelled by law.

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## | Annex 2

### Subprocessors

**At the time of conclusion of this DPA, Rentman has engaged the following Subprocessors:**

- Amazon Web Services EMEA SARL, cloud service provider, located in Luxembourg with Amazon Web Services EMEA SARL, a Dutch branch, located in The Netherlands. AWS provides cloud data storage services and is GDPR compliant. The applicable DPA can be found [here](#).
- Google, Inc., cloud service provider, located in Ireland and in The United States. Google Cloud provides e-mail, storage and analytics services and is GDPR compliant. The applicable DPA can be found [here](#).
- Mailgun Technologies, Inc., cloud-based email notification services, located in the United States. Mailgun is GDPR compliant. More information can be found [here](#) and the applicable DPA can be found [here](#).

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## | Annex 3

### Technical and organizational measures

At the time of conclusion of this DPA, Rentman has taken the following technical and organizational measures to protect Customer Data:

#### 1. Measures to Ensure Confidentiality (Art. 32 para. 1 lit. b of the GDPR)

##### ***PHYSICAL ACCESS CONTROL***

No unauthorized access to data processing systems is provided. Data is stored in highly secure data centers that are monitored 24/7. Rentman employees don't have physical access to the data center facilities.

##### ***LOGICAL ACCESS CONTROL***

No unauthorized system usage is provided. SSH keys are required when identifying trusted computers along with usernames and passwords. Two-step authentication is enabled on every cloud platform that is providing it (platforms such as AWS). Individual authentication credentials are not shared. SSH keys are frequently rotated. All end-points (computers, laptops, mobile phones) are using encrypted storage, secure passwords, and auto-locking mechanisms.

##### ***DATA ACCESS CONTROL***

No unauthorized reading, copying, changing or removing within the system.

##### ***SEPARATION CONTROL***

Personal Data is Processed in dedicated systems that are not shared with other services, networks, applications or corporate entities. Within individual systems and databases, data is segregated with logical access control. Personal Data is not used for purposes other than what it has been collected for, except in the case of explicit customer approval.

#### 2. Measures to Ensure integrity (Art. 32 para. 1 lit. b of the GDPR)

##### ***TRANSFER CONTROL***

No unauthorized reading, copying, changing or removing during electronic transmission or transport. Data encryption measures are in place to protect Personal Data. The data is encrypted in transit and at rest. Encryption keys are created in an automatic process and are not accessible to Rentman employees.

### ***INPUT CONTROL***

Logging systems are in place to determine and record whether and by whom Personal Data was entered, changed or removed.

## **3. Measures to Ensure Availability and Resilience (Art. 32 para. 1 lit. b of the GDPR)**

### ***AVAILABILITY CONTROL***

Protection against accidental damage or destruction or loss via escalation ways and emergency plans.

### ***ORDER CONTROL***

No Processing under commission is allowed, according to Art. 28 of the GDPR, without corresponding instructions from the Data Controller via explicit contract design, formalized order management, stringent selection of the service provider, obligation to convince in advance, and follow-up inspections.

### ***RESILIENCE***

Systems and services are designed to withstand intermittent high stresses or high constant loads of Processing.

## **4. Measures for the pseudonymization of Personal Data**

The use of personnel, customer, and supplier IDs instead of names is prioritized to protect Personal Data.

## **5. Measures for the Encryption of Personal Data**

Data encryption measures are in place to protect personal data on 84codes' side. Data encryption at rest and in transit can further be enforced by the Data Controller when using the Service.

## **6. Measures to Quickly Restore the Availability of Personal Data after a Physical or Technical Incident**

Rentman stores data in redundant data storage on three different physical locations. Additional backups are performed on the databases on a regular basis. For all data processed via the service there is a redundant copy created in minutes after entering.

## **7. Procedures for periodical review, assessment, and evaluation (Art. 32 para. 1 lit. d of the GDPR; Art. 25 para. 1 of the GDPR)**

- a. Privacy management to prevent the flow of important information to unauthorized individuals.
- b. Data protection by default (Art. 25 para. 2 of the GDPR)
- c. GDPR Compliance Program
- d. Business Continuity Plan