

Software-as-a-service reseller agreement 'SaaS-Pakket'

Leverancier has developed the software-as-a-service (SaaS) product SaaS-Pakket. Leverancier offers authorized third parties ("Resellers") the possibility to market and sell the use of SaaS-Pakket under the terms and conditions provided herein. Any Reseller shall at all times comply with the provisions contained herein.

Article 1. Affiliation as Reseller

1.1. In order to qualify as reseller of the SaaS-Pakket service, the Reseller is required to register online. An account for the Reseller will be opened immediately thereafter that can be used to manage the service and facilitate the resale in a technical sense.

1.2. The Reseller is obliged to use the account and the related subaccounts in a careful manner and to keep the related authentication tools in particular strictly secret. Leverancier has the right to assume that all acts performed following authentication of this account have been performed under the supervision and with the approval of the Reseller. The Reseller is obliged to notify Leverancier immediately if it suspects abuse.

1.3. The Reseller will make every effort to promote, demonstrate and sell SaaS-Pakket to end users. The appointment as reseller of SaaS-Pakket is not exclusive and applies worldwide. Leverancier has the right to appoint more SaaS-Pakket resellers. When performing its activities, the Reseller acts in its own name and for its own account and risk. SaaS-Pakket users connected by the Reseller are the property of the Reseller. The payment risk of these users lies with the Reseller.

1.4. The Reseller has the right to use the SaaS-Pakket and Leverancier and related logos when promoting the Service, provided this does not create confusion about its status as Reseller of Leverancier. Leverancier has the right to issue reasonable instructions concerning correct use, which instructions will be complied with strictly by the Reseller. The Reseller is allowed More in particular, the Reseller is allowed to include these indications in domain names and/or social media accounts (such as Twitter and Facebook) that are used for promotional or resale purposes.

Article 2. Taking the service into use

[REDACTED]

Article 3. Availability and maintenance

3.1. Leverancier endeavours to make SaaS-Pakket available to but does not issue any guarantees concerning the quality or continues availability.

3.2. Leverancier maintains SaaS-Pakket actively. Bear in mind that maintenance that can lead to limitations of availability can be performed at any time.

3.3. Leverancier makes SaaS-Pakket available without further support.

3.4. The Reseller is responsible for supporting its users of SaaS-Pakket. Leverancier is not obliged to provide any support or answer questions submitted by the Reseller's end users.

Article 4. Modifications and improvements

[REDACTED]

Article 5. Provisions concerning data

5.1. SaaS-Pakket cannot be used to store data. Data that are offered or generated via SaaS-Pakket are deleted after use. It is the responsibility of the Other Party or the end users to keep copies thereof.

5.2. It is not allowed to use SaaS-Pakket to process data that constitute personal data within the meaning of the Dutch Personal Data Protection Act (Wbp). If the Reseller nevertheless wishes to do so, further agreements in accordance with the Wbp must be concluded.

5.3. Leverancier has the right to perform statistical analyses of end user behaviour when using SaaS-Pakket, but only in aggregated form and without applying profiles or registrations of individual users.

Article 6. Abuse of SaaS-Pakket

[REDACTED]

[REDACTED]

Article 7. Payment conditions

7.1. For the right to operate as reseller and allow end users to use SaaS-Pakket, the Reseller owes Leverancier an in advance fixed amount per . Reference is made to the Leverancier price list for price information. Credits have unlimited validity. Credits still available upon termination will be refunded.

7.2. Leverancier will always issue an invoice for fees that are owed. The Leverancier is allowed to send electronic invoices in this connection.

7.3. If an amount due is not paid within the payment term, statutory interest will be due in respect of the outstanding invoice without requiring further notice of default. In the event payment is not made on time, the Reseller is obliged to fully compensate both the judicial and extrajudicial collection costs, including lawyer's and bailiff's fees and the costs of collection agencies, in addition to the amount that is owed and the interest due in respect thereof.

7.4. A claim for payment becomes immediately due and payable in the event the Reseller is declared bankrupt, applies for a suspension of payment, all of its assets are attached, it is liquidated or dissolved.

7.5. If the Reseller does not pay the amounts on time, Leverancier will have the right, after it has issued a warning, to block the use of SaaS-Pakket in full (for the Reseller and the end users) until the amounts have been paid.

Article 8. Confidentiality

8.1. The parties will treat as confidential the information they provide to each other before, during or after the performance of the 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. These provisions continue to apply after the agreement ends for any reason whatsoever and for as long as the providing party has the right to invoke the confidential nature of the information.

8.2. Leverancier reserves the right at all times to use the knowledge increased by the performance of the agreement for other customers to the extent this does not involve confidential information of the Reseller.

Article 9. Liability

[REDACTED]

[REDACTED]

Article 10. Term and termination

10.1. This agreement commences after the account referred to in article 1 is opened and then has an indefinite term.

10.2. The Reseller has the right to terminate the agreement with immediate effect at all times. Leverancier is obliged to observe a notice period of one month.

10.3. No notice period will apply in the case of termination in connection with a failure on the part of the other party. Such termination does require notice of default, with the exception of those cases in which the law does not require notice of default.

10.4. Each party furthermore has the right to terminate the agreement with immediate effect if the other party is declared bankrupt, applies for a suspension of payment or all of the other party's assets are attached, the other party dies and furthermore if it is liquidated or dissolved.

10.5. If the agreement is terminated, Leverancier will make every effort to maintain the rights of use of the Reseller's end users. Leverancier will also acquire the right to contact the Reseller's end users once and invite them to convert their contract for use concerning SaaS-Pakket to Leverancier or another reseller to be selected by Leverancier. Leverancier will not make negative statements concerning the Reseller in that connection.

Article 11. Changes to the terms and conditions

[REDACTED]

Article 12. Other provisions

12.1. This agreement is governed by Dutch law.

12.2. To the extent not otherwise provided for in mandatory law, all disputes related to SaaS-Pakket or this agreement will be submitted to the competent Dutch court in the jurisdiction where Leverancier has its registered office.

12.3. If a provision of these conditions for use prescribes that a notification must be performed 'in writing', it will also be satisfied if the notification is made by e-mail or communicated via SaaS-Pakket, provided it is sufficiently established that the message actually comes from the alleged sender and that the integrity of the message has not been prejudiced.

12.4. The version of the communication or information as stored by Leverancier is assumed to be correct, unless the other party provides evidence to the contrary in that connection.

12.5. If a provision of this agreement proves to be void, such will not prejudice the validity of the conditions

of use as a whole. In such cases, the parties will adopt (a) new provision(s) to replace the provision(s) that are (is) void, which implements the intention of the original provision as much as possible by law.

12.6. Leverancier has the right to transfer its rights and obligations under the agreement to a third party that takes over SaaS-Pakket or the relevant business activity from it.

VOORBEELD