

Article 1. Applicability

1. In addition to the Stratech Shipment General Terms and Conditions, these Stratech Shipment Online Service Conditions apply to all offers from and agreements regarding the online service provided by Stratech Holding bv, with its registered office at Pantheon 15 in Enschede, the Netherlands, and all Stratech Holding bv working companies, hereinafter jointly referred to as Stratech, for the provision of software, granting rights of use in this connection, providing services, and stand-by service.
2. These Stratech Online Service Conditions are structured as follows:
 - Section I: Subscription
 - Section II: Online service
 - Section III: New versions and updates
 - Section IV: Hosting environment
 - Section V: Test environment
 - Section VI: Ownership of data
 - Section VII: The client's obligations
 - Section VIII: Service
 - Section IX: Changes

Section I: Subscription

Article 2. Subscription

1. The provisions of this paragraph apply to the subscriptions between Stratech and the client concerning the online service.
2. The subscription is concluded digitally or in writing. A subscription concluded digitally enters into effect at the moment the client has (1) verified his or her identity and (2) has approved the offer digitally via the digital signing process applied by Stratech. The client confirms to Stratech the conclusion of the subscription in this manner. A subscription concluded in writing enters into effect when Stratech has confirmed the agreement to the client in writing or when Stratech has received back one copy of the agreement signed by both parties.
3. The subscription enters into effect after Stratech has made the online service available to the client and runs until the end of the current calendar year.
4. The subscription is each time renewed by operation of law by one calendar year after the end of every calendar year, unless one of the parties gives the other party notice of termination of the then ongoing subscription at least 2 months before it ends by means of a registered letter or digitally. Termination of the subscription other than by means of timely notice of termination is excluded.
5. The annual costs of the subscription are due in advance. In the event the subscription commences or changes during the calendar year, the costs for that year are charged proportionately based on the commencement date or the date of the change.
The costs of bundles are due as soon as they are made available in the online service.
6. Bundles made available by Stratech to the client lapse after the period indicated by Stratech at the time of the order insofar as the credits have not been used up.
7. If the subscription ends in any way whatsoever, Stratech will terminate access to the online service and the right of use and related services will end as well. Upon termination of the subscription for any reason whatsoever, Stratech will not refund fees to the client, including in the event these concern amounts paid or bundles delivered in advance.
8. Stratech is never bound to comply with a request for the conclusion of a subscription and therefore has the right to refuse a request for the online service on the basis of certain grounds to be determined exclusively by Stratech.

Article 3. Right of use

1. Pursuant to the subscription taken out for this purpose, Stratech ensures that the online service is made available to the client, in accordance with the provisions of these Stratech Shipment Online Service Conditions.
2. Stratech grants the client the non-exclusive, non-transferable right that is limited in duration to use the online service exclusively within the functionality of the configuration and exclusively for the purpose of the client's business operations, to be used during the term of the subscription. The client is only granted the rights set out in this article with respect to the online service. Any other use is expressly not permitted.
3. The right of use referred to in this article, or parts thereof, concerning the online service may not be transferred or surrendered to a third party by the client without the prior written approval of Stratech.
4. The right of use concerns all possibilities of application provided by the online service, within the agreed parts of the configuration and the related functionality, even if these are not indicated in the customer portal or other Stratech digital means of communication.
5. Use of the online service and related services takes place for the client's account and risk.
6. The right to use the online service commences at the moment the subscription is concluded and ends in any event as from the date on which the subscription ends.

Article 4. Access to the online service

1. In order to gain access to the online service, the client's users must have access to login details. Stratech provides the client with initial login details for a main user.
2. The client is responsible for ensuring that all users handle the login details with due care. The client and the users are required to observe strict confidentiality towards any person as regards the login details. The client is responsible and liable for the use of the login details. All acts on the part of the users in this connection are for the client's account and risk.
3. In the event Stratech establishes or has reasonable grounds to assume that unauthorised persons make use or could make use of the online service, or in the event Stratech is informed of such use in writing, digitally or orally, Stratech will have the right to block access to the software on the hosting environment with immediate effect, without Stratech being liable to pay compensation to the client in any way. Stratech notifies the client of such blocking.
4. In the event login details have become useless within the context of the blocking referred to in the previous paragraph, Stratech will make replacement initial login details available to the client as soon as possible. Stratech has the right to charge the costs related to the blocking and replacement to the client.
5. The client is responsible for updating the details of each user.
6. The client can access the online service via the internet address provided by Stratech.
7. Access to the online service means that the main user also has access to the my environment for communication with Stratech, for changing the subscription or for placing orders for bundles or services. A change to the subscription or the placement of an order is binding and is invoiced subject to the payment conditions that apply at that time.
8. In the event the login details are lost and/or stolen, the client will be obliged to ensure that the login details are blocked immediately so that they can no longer be used to gain access to the online service.

Section II: Online service

Article 5. Online service

1. The functionality of the software is 'as is' and is described in outline in the documentation of the online service, which provides global description of the online service.
2. Stratech guarantees that the operation of the software is in accordance with the specifications, characteristics and functions indicated by Stratech and as referred to in the documentation of the online service. The functionality of the online service may be adjusted, limited, removed or supplemented by Stratech. Stratech does not guarantee that the online service will work without interruption or defects or that all defects shall be resolved.
3. The guarantee referred to in this article lapses if the client makes changes to the online service or has a third party do so without Stratech's prior written approval.

Article 6. Customer portal

1. The customer portal comprises a knowledge database containing relevant information about the online service.
2. Any user with login details for the customer portal is authorised to generate service reports.
3. Only the main user is authorised to register and deregister users for the customer portal.
4. The client is responsible for updating the login details for the customer portal of each user.

Article 7. Thirty-Party Services

1. The client may use links with thirty-party services if this forms part of the configurations. The client will be required to conclude an agreement with the supplier of the thirty-party services in question; Stratech never forms part of that agreement.
2. Thirty-Party Services are defined as: third-party products and/or applications that can be linked to the online service.
3. The client is responsible for setting up, managing and using the thirty-party services. This also includes granting the online service the required access (authentication and authorisation) to the thirty-party services in which connection the client does not provide authorisations that are broader than strictly necessary for the correct operation of the link.
4. Personal data that can be exchanged are included per specific thirty-party service in appendix 1 of the applicable Stratech Shipment Privacy Conditions. The provider of the thirty-party services is not a Stratech subprocessor, forwarding data as referred to in article 4(12) of the GDPR still applies.
5. Stratech has the right to stop or end the use of the link with the thirty-party services if Stratech no longer wishes to keep the link operational for any reason whatsoever.

Section III: New versions and updates

Article 8. New versions and updates of the online service

1. Under the subscription concluded for this purpose, Stratech ensures that new versions and updates of the online service are made available to the client, in accordance with the provisions of this paragraph, during the term of the subscription concluded for this purpose, in the sense that the service provided (online) always concerns the newest version.

2. Stratech has the right to develop the online service further, improve it or implement (essential) statutory adjustments and implement innovations as it sees fit for the purpose of those changes improving the quality of the software. Stratech is not obliged to take over all functional possibilities of the online service in the new version or update, but the functionality of the new version or update of the online service is at least equal to the online service. Stratech makes these new versions or updates of the online service available to the client as part of the subscription.
3. Stratech has the right to monitor the use of the online service and analyse it for the purpose of the further development and optimisation of the online service.
4. New versions and updates of the online service comprise minor changes, expansions and improvements. Stratech may charge the costs related to a change resulting from changes to regulations, legislation etcetera meaning that the online service has to be expanded or adjusted to the client, unless the client cannot be expected to continue the subscription according to the standards of reasonableness and fairness. If this is the case, the client will have the option of terminating the agreement by means of a registered letter or digitally within 10 working days after receipt of Stratech's written notification of the relevant cost increase. In this case the subscription ends as from the moment the cost increase would have entered into effect. In the event the client has not terminated the subscription within 10 working days after the notification, the client does not object to the aforementioned cost increase.
5. Stratech shall inform the client in a timely manner of the processing of innovations to the extent these are relevant to the use of the online service, such to be decided exclusively by Stratech.

Section IV: Hosting environment

Article 9. General

1. Stratech arranges for the benefit of the client for the provision of and access to the online service for the agreed configuration with related services.
2. Stratech shall inform the client in a timely manner of the processing of new versions and updates of the online service to the extent these are relevant to the use of the online service, such to be decided exclusively by Stratech.
3. If Stratech blocks access to the online service on the basis of the provisions of article 9 paragraph 4 of the Stratech Shipment General Terms and Conditions, the following will apply. The client may request Stratech to reactivate access to the online service, without Stratech being obliged to comply with such requests, which was blocked in accordance with the previous sentence, during the term of the subscription against payment in advance of a separate fee and following payment of the full amount owed to Stratech pursuant to the subscription, all of the above without prejudice to Stratech's claims pursuant to the applicable Stratech Shipment General Terms and Conditions.
4. In the event the online service is not reactivated in accordance with paragraph 3 of this article, the client will no longer be able to use the online service in any way. However, this does not release the client from compliance with all contractual obligations to Stratech during the term of the subscription, including payment of all amounts due, until the end of the hosting period laid down in the subscription. The subscription to the online service therefore ends by operation of law after the agreed period has ended in the cases referred to in this paragraph, unless the blocking referred to in article 9 paragraph 4 of the Stratech Shipment General Terms and Conditions occurs during the last two months of the then current contract year in which case the agreement will be deemed to have been renewed by operation of law by a period of twelve months, all of the above with due observance of the provisions of this article.

Article 10. Maintenance and guarantee

1. The online service is hosted by Stratech for the client at professional data centres (hosting partners).
2. Stratech monitors and maintains the hosting environment and endeavours to ensure that the capacity is such that normal use does not lead to disruptions if possible. Stratech has the right to put (parts of) the online service out of operation at any time without prior notification on a permanent or temporary basis for the purpose of resolving disruptions and/or performing maintenance. If this is the case, Stratech shall notify the client thereof as soon as possible, so that the client is able to implement measures itself where possible in order not to jeopardise its business operations.
3. Stratech has the right to make changes to the hosting environment or switch to different hosting partners as it sees fit.
4. Stratech does not provide any guarantee concerning the hosting environment, but it will endeavour to deploy all means reasonably available to it at the client's first service report in order to resolve any breakdowns and/or defects in the hosting environment as soon as reasonably possible.
5. Stratech conducts maintenance of the hosting environment on a regular basis. The online service is not accessible or accessible to a limited extent to the client during the maintenance period. Maintenance will be carried out outside office hours if reasonably possible. Maintenance will also be carried during office hours if necessary. Stratech will inform the client in advance that and when maintenance will take place.
6. The Supplier endeavours to ensure that a back-up of the data is created every day, but it does not bear any liability and/or responsibility for any loss of data and the loss that results therefrom.
7. The backup is subject to a retention history of at most 3 months in accordance with a backup rotation schedule as applied by Stratech, with due observance of the provisions of the Stratech Shipment Privacy Conditions as regards the retention of personal data.
In the event the client requests Stratech in relevant cases to reinstall a back-up of the data, Stratech will endeavour to reinstall the back-up as soon as reasonably possible. The related costs are charged on to the client against the Stratech rates that apply at that time.
8. With due observance of the provisions of paragraph 3 of article 13 and the provisions of the Stratech Shipment Privacy Conditions, Stratech will avoid inspecting the data, and does not disclose data to third parties, unless Stratech or its hosting partner(s) is obliged to do so under or pursuant to the law, a court decision or otherwise.
9. Stratech or a third party engaged by Stratech arranges for the management of the hosting environment within these conditions.
10. If the client's data are lost or become damaged as a result of own careless or inexperienced use of the online service by or on the part of the client, Stratech is never obliged to restore data that are lost or damaged as a result of this or to compensate the damage that results from this. Stratech will arrange for reinstalling a back-up. The costs of this recovery are charged to the client in accordance with the Stratech rates that apply at that time.

Article 11. Technical security

1. Stratech ensures adequate security of the online service and the equipment used by it, in which connection its effort is based on:
 - what is reasonable when considered against the state of the art;
 - the sensitivity of the Data stored in the online service,
 - the amount of the fee received for making available;
 - all of the above, without Stratech's efforts ending the client's own responsibility for adequate security of its own systems, data, including personal data, and other company and other information, sensitive or otherwise.

2. The Parties shall make all reasonable efforts to adequately secure the data they provide to each other or that are provided to them by third parties within the context of these Stratech Shipment Online Service Conditions against loss, theft, unauthorised access and alteration by non-users.

Article 12. Exclusion

With the exception of the matters included expressly in the subscription, no other or further guarantees, commitments, conditions relating to the online service will apply and Stratech rejects all other guarantees, commitments or conditions, expressly or implicitly or pursuant to the law.

Section V: Test environment

Article 13. Test environment

1. The client may use the test environment of the online service if this forms part of the configuration. The provisions of this paragraph apply if the test environment is used.
2. As far as possible, the configuration of the test environment will be the same as the configuration of the online service. With the exception of any link to the client's business system (ERP/WMS), links to third parties (such as the Chamber of Commerce and the Customs and Excise Administration) and Userlane do not form part of the test environment.
3. The version of the test environment shall at least be equal to that of the online service.
4. In principle, maintenance of the test environment will be performed during office hours.
5. No back-ups are made of the test environment.
6. The response time for a service report concerning support, or a failure or defect in the functioning of the test environment, will be subordinate to that for service reports concerning the online service.
7. The stand-by service does not apply to the test environment.

Section VI: Ownership of data

Article 14. Ownership of data

1. The client remains the owner of the data at all times, with due observance of paragraph 3 of this article. The client remains responsible at all times for compliance with the statutory retention obligations and the retention periods applicable to the data. Stratech does not accept any liability in this connection. The data are stored in a database that is managed by Stratech or a third party engaged by Stratech.
2. In the event the subscription is terminated, the client will have the right to request Stratech once, within one month after the end of the subscription, to provide to the client the data available to Stratech, including personal data, for the client's account and in a format to be determined by Stratech or return them on a data carrier to be determined by Stratech or by means of an electronic transfer. The data, including personal data, will be deleted by Stratech after the aforementioned term of one month after the end of the subscription has ended.
3. The client agrees that the data may be analysed by Stratech and used for the purpose of obtaining anonymised statistical data, to improve and optimise the online service, to trace and fix errors and to support the client. The ownership of the anonymised statistical data obtained is vested exclusively in Stratech. The client cannot exercise any claims in respect thereof.

Section VII: The client's obligations

Article 15. The client's obligations

1. The client ensures and is responsible for careful and expert use of the online service and the related my environment within the limitations of the right of use that was granted, the Stratech rules and announcements and these Stratech Shipment Online Service Conditions. This also includes arranging for a sound setup of the online service, arranging for expert users and sound related setup of the client's working processes and organisation.
2. The facilities such as equipment, third-party software and networks that do not form part of the hosting environment and that are necessary to access the online service and use must comply with the minimum (system) requirements, as specified in the customer portal or Stratech's other digital means of communication.
3. The client is responsible for sound operation and optimal performance of the facilities referred to in the previous paragraph.
In the event the conditions above are not met, Stratech will not accept any liability for the fact that as a result thereof all or parts of the online service do not operate (soundly).
4. The client commits that it will arrange for careful management and use of the online service, inter alia by providing for adequate security and by not making use of inferior materials, products, third-party online services, which could have a negative impact on the operation of the online service.
5. The client will not in any way cause nuisance or damage to Stratech or its customers when using the online service, such to be determined exclusively by Stratech.
The client is not allowed to perform acts in respect of which it may be reasonably assumed that this could cause damage to the systems of Stratech or its customers.
6. The client is not allowed to use the online service contrary to statutory provisions, the subscription, the right of use and/or the Stratech Shipment Online Service Conditions.
7. The client is responsible and liable for the content and accuracy of the data. The client will only enter data insofar as this is in line with the purpose of the subscription and the intended use of the online service. Any other use, including but not limited to the use of the data contrary to the law or public morals, is expressly prohibited. The client indemnifies Stratech against all third-party claims in this connection.
8. The online service is subject to the 'Fair Use Policy'. This is defined as the client being allowed to use the online service, but that excessive use of/the burden on the available storage space, bandwidth, calculating power, support by Stratech, etcetera is not permitted and must not result in an increase of Stratech's costs in relation to the subscription, delays in the online service and/or prejudice interests of Stratech or its customers. If the 'Fair Use Policy' is breached, Stratech will have the right at all times to demand an additional fee in accordance with the Stratech rates and conditions that apply at time, which will then be owed by the client.
9. In case of excessive data traffic, Stratech will have the right to impose limits, individually or generally, and to implement the necessary technical and other measures for this purpose.
10. The client is responsible for implementing the necessary measures to secure its equipment, online service, and internet and other connections against viruses, computer crime and unlawful use. If the client fails to do so, as a result of which Stratech sustains damage, the damage will be recovered from the client.
11. The client will provide all information and cooperation to Stratech required by Stratech for maintaining the online service.
12. The client ensures that the users are sufficiently trained for normal use of the online service and are therefore sufficiently familiar with its operation. If it becomes clear that a user is not trained sufficiently in Stratech's opinion, Stratech will have the right to refuse or suspend the service towards the user in question.

13. The client is liable towards Stratech for compliance with the statutory obligations under the Telecommunications Act and other applicable legislation and regulations in connection with the storage via an electronic communications network of data of customers of the client in peripheral equipment of the relevant customer or gaining access to the aforementioned data (known as the 'Cookie Act'). The client indemnifies Stratech and its suppliers against any third-party claims in this connection.

Section VIII: Service

Article 16. General

1. Stratech ensures that support is provided when the online service provided by Stratech is used, in accordance with the provisions of this paragraph, during the term of the subscription.
2. Stratech only provides service concerning those parts of the configuration in respect of which Stratech granted the client a right of use in the subscription in question.
3. Stratech shall endeavour to provide the service as referred to in this article adequately, but does not guarantee the correctness or completeness thereof. Stratech does not accept liability in this connection.
4. The client grants Stratech access to the equipment or the network on which the online service is being used, if Stratech deems this necessary in order to find a solution to the issue in respect of which the client submitted a service report. The best efforts obligation to provide service as referred to in section VII (articles 15 up to and including 20) commences (only) after Stratech has full and unhindered access to the equipment or the network on which the online service is being used.

Article 17. Service reports

1. Service reports are made in the customer portal and may be submitted by telephone if the situation calls for this.
2. Stratech has the right to charge costs to the client in connection with a service report if, in Stratech's exclusive opinion, there is reason for doing so, for example but not limited to cases in which the client makes disproportionate and/or wrongful use of the digital or telephone support provided by Stratech and/or if the user in question is not trained sufficiently and/or failed to comply with the provisions of article 17 paragraph 2.
3. The client will grant Stratech and third parties engaged by Stratech access to the online software and allow them to make alterations to the data if they consider this necessary for the purpose of resolving the service report in their opinion.
4. Service reports may be submitted via the customer portal 24/7.
5. The provision of support and resolution of breakdowns and defects referred to in articles 17 and 18 takes place exclusively during office hours.

Article 18. Support

1. The service report referred to in this article comprises support in which connection Stratech answers upon request questions from the client's users exclusively with respect to the functional operation of the online service that has been made available. Service as referred to in this article expressly does not include support for the purpose of altering the setup of the online service.

2. A service report can only be made if the client or the user has first consulted the documentation, frequently asked questions and other information available in the customer portal and it has become clear that this information is insufficient for the settlement of the service report or to answer the client's question.
3. The users of the online service report are deemed to be familiar with the possibilities of application, inter alia by consulting the customer portal and by attending training courses. Service as referred to in this article does not include explaining the possibilities of application of or answering questions about the online service, which explanation the users could also have obtained by consulting the customer portal, the documentation, the frequently asked questions and/or by attending training courses.

Article 19. Breakdowns and defects

1. The service report as referred to in this article comprises the reporting of a breakdown or defect with respect to the operation of the online service.
2. Stratech aims to resolve the imperfections in the online service to the best of its abilities. Imperfections are defined as the breakdowns and defects in the online service, as well as all deviations discovered during the use of the online service when compared to the documentation as referred to in article 5 paragraph 1, to the extent not caused by inexpert or careless acts on the part of the client or third parties or by breakdowns in the internet connection, by viruses or errors/defects in the equipment used by the client.
3. Stratech resolves the imperfections in the hosting environment to the best of its abilities. Imperfections are defined as the breakdowns and defects in the hosting environment, as well as all deviations discovered during the use of the hosting environment when compared to the documentation as referred to in article 5 paragraph 1, to the extent not caused by inexpert or careless acts on the part of the client or third parties or by breakdowns in the internet connection, by viruses or errors/defects in the equipment used by the client.
4. In order to enable Stratech to comply adequately with its service obligations, the client is obliged to report breakdowns and defects discovered in the online service to Stratech as soon as possible after discovering them by means of a service report via the customer portal and provided with documentation, failing which the client will not be entitled to service provided by Stratech. If such is necessary for resolving breakdowns and defects in the online service, the client makes his equipment and/or network or part thereof available to Stratech at reasonable times and for a reasonable period free of charge.
5. In case of breakdowns or defects, Stratech will endeavour to start the service work within the response times referred to in this article, and if possible as soon as possible. Response time is defined as the time that elapses between receipt of a report of a defect or breakdown and the target time within which Stratech commences the service. Service reports of breakdowns and defects made by the client are divided into the following categories, which will be decided exclusively by Stratech:
 - category 1: the online service is unusable and no longer functions at all;
 - category 2: the online service has limited use, whereby certain essential functions cannot be used;
 - category 3: a non-material problem in the online service whereby essential functions are useable but some disruption arises due to the reduced functionality of the online service or by a delayed working of such;
 - category 4: a problem which as such has no direct influence on the material functionality of the online service.

The response times apply within office hours. With due observance of article 15 paragraph 4, the response times are as follows as from the moment the service report is received, except in case of force majeure:

- category 1: 4 hours;
 - category 2: 8 hours;
 - category 3: 2 days;
 - category 4: 4 days.
6. Stratech has the right to charge the repair costs as well as the costs of investigation to the client in case the breakdown was caused by user errors on the part of the client, inexperienced and/or improper acts on the part of the client and/or third parties and other causes that cannot be attributed to Stratech or because the online service was altered or is being maintained by parties other than Stratech or third parties engaged by Stratech. The costs are calculated on the basis of the Stratech rates and conditions that apply at that time. The recovery of any data that has been lost is not part of the service.

Article 20. Standby service

1. The standby service comprises only service reports submitted by telephone for reporting breakdowns or defects with respect to the operation of the online service for reports in categories 1 and 2 as referred to in article 18 paragraph 5.
2. The service reports referred to in paragraph 1 are only made on working days from 7:00 hours to 8:30 hours and from 17:00 hours to 22:00 hours and from 9:00 hours to 22:00 hours during weekends and on public holidays.
3. The Stratech response times for standby service apply within the hours set out in paragraph 2. With due observance of article 15 paragraph 4, the response times are as follows as from the moment the service report is received, except in case of force majeure:
 - category 1: 0.5 hour;
 - category 2: 2.0 hours.
4. In the event the service report cannot be handled within the hours referred to in paragraph 2, the report will be handled in accordance with the provisions of article 18.

Article 21. Service on location

In case Stratech performs service activities at an (external) location determined by the client in urgent cases at the client's request, Stratech shall have the right to charge the related costs in accordance with the Stratech Shipment Service Conditions.

Section IX: Changes

Article 22. Changes to the conditions

Specific agreements in ongoing subscriptions between Stratech and the client pertaining to the previous conditions continue to apply to the subscriptions in question.

These Stratech Shipment Online Service Conditions as well as the Dutch Online Dienst Voorwaarden Stratech Shipment were made available to the client prior to or at the time of the conclusion of the subscription to which these Stratech Shipment Online Service Conditions apply or after these Stratech Shipment Online Service Conditions were adopted. The conditions can also be read and can be downloaded from the Stratech website: www.stratech.nl.

DATUM
01-02-2023

VERSIE
1/2023

ONDERWERP
Stratech Shipment Online Service Conditions

These English Stratech Shipment Online Service Conditions are a translation of the Dutch Online Dienst Voorwaarden Stratech Shipment. If any provision of these English Stratech Shipment Online Service Conditions conflicts with the Dutch Online Dienst Voorwaarden Stratech Shipment, the provision of the Dutch Online Dienst Voorwaarden Stratech Shipment shall apply. The Dutch Online Dienst Voorwaarden Stratech Shipment have been filed with the Overijssel District Court, Almelo location, on 10/03/2023 under number 6/2023.