

DATUM  
09-07-2021

VERSIE  
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ONDERWERP  
Stratech Software Conditions

## Article 1. Applicability

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

## Paragraph I: Agreement and right of use

### Article 2. Agreement

1. The provisions of this paragraph apply to the agreement(s) between Stratech and the client as referred to in this article.
2. Agreements commence on the date agreed between the client and Stratech and are concluded for the agreed period.
3. After the period referred to in paragraph 2 of this article has ended, the agreement is each time renewed by operation of law for the period laid down in the agreement, unless one of the parties gives written notice of termination at least 2 months before the end of the current period of the agreement by means of a registered letter addressed to the other party. Termination of the agreement other than by means of timely notice of termination is excluded.

### Article 3. Making available and right of use

1. The software as set out in the agreement is made available by Stratech to the client and the client is granted a right of use as set out in this article. The client is only granted the rights set out in this article with respect to the software. Any other use is expressly not permitted.
2. Stratech grants the client the non-exclusive, non-transferable right that is limited in duration to use the software exclusively within the functionality provided by the software and exclusively for the purpose indicated in the agreement, such exclusively for the clients business operations.
3. The right of use referred to in this article, or parts thereof, concerning the software 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 software, within the agreed parts of the software 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 software and related services takes place for the client's account and risk.
6. The right of use ends in all circumstances on the date on which the agreement in question ends for any reason whatsoever.

## **Paragraph II: Software**

### **Article 4. Software**

1. The functionality of the software is 'as is' and is described in outline in the agreement or in the offer, the confirmation of the assignment and/or the document of the software, which provides a global description of the software.
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 agreement. These specifications, characteristics and functions may be adjusted, limited, removed or supplemented by Stratech. Stratech does not guarantee that the software 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 software or has a third party do so without Stratech's prior, written approval.

### **Article 5. Customer portal**

1. The customer portal comprises a knowledge database containing relevant information about the software and the hosting environment.
2. Any user with login details for the customer portal is authorised to generate logins, with due observance of the provisions of article 19.
3. In the event a user wishes to submit a report, but does not yet have login details for the customer portal, he must first request login details via the main user via the digital registration form.
4. Only the main user is authorised to register and deregister colleagues for the customer portal. The client can have multiple main users.
5. The client is responsible for updating the login details of the users.

### **Article 6. Stratech Insight**

1. The provisions of this article apply if the use of Stratech Insight was agreed.
2. Stratech makes Stratech Insight available to the client via the hosting environment for business intelligence purposes and for the purpose of anonymous benchmarking.
3. For this purpose, the client grants Stratech access to the required data of the client, which data will be used by Stratech for business intelligence purposes for the benefit of the client and that will be used unanimously for the purpose of benchmarking. The ownership of the anonymised data is vested exclusively in Stratech. The client cannot exercise any claims in respect thereof.

### **Article 7. Postcode Table**

1. The provisions of this article apply if the use of Postcode Table was agreed.
2. Stratech ensures by means of the Postcode Table that the address, postcode and place of residence details are accessible within the software quickly and easily, if and insofar as a postcode consultation function is included. A postcode consultation function is defined in this connection as searching for an address in case of a postcode and house number.
3. Stratech is never liable for the correctness and/or completeness of the data included in the Postcode Table or damage that arises as a result of the use of that data.

## **Article 8. Thirty-Party Services**

1. The client may use links with Thirty-Party Services if this forms part of the right of use that was granted. 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: a third-party product and/or application that can be linked to the software developed by Stratech itself.
3. The client is responsible for setting up, managing and using the Thirty-Party Services. This also includes granting Stratech the required access (authentication and authorisation) to the Thirty-Party Services for the purpose of the software developed by Stratech itself in which connection the Client does not provide authorisations that are more extensive than is required 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 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.

## **Paragraph III: New versions or updates**

### **Article 9. New versions or updates of the software**

1. Stratech makes new versions or updates of the software available within the context of the agreement concluded for this purpose.
2. Stratech has the right to develop the software further, improve it or implement (essential) statutory adjustments for the purpose of those changes improving the quality of the software. Stratech is not obliged to incorporate all functional possibilities of the software in the new version or the update, but the functionality of the new version or update of the software is at least equivalent to the software. Stratech makes these new versions or updates of the software available to the client within the context of the agreement.
3. New versions and updates of the software 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 software has to be expanded or adjusted to the client, unless the client cannot be expected to continue the agreement 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 within 7 days after receipt of Stratech's written notification of the relevant cost increase. In this case the agreement ends as from the moment the cost increase would have entered into effect.
4. Stratech will provide a new version or update at least once per calendar year.

## **Paragraph IV: Hosting**

### **Article 10. General**

1. If it was agreed in the agreement that the client uses the hosting environment for the software, the hosting conditions set out in this paragraph will apply.  
In case of hosting, several parts of the software may also be made available On-Premise. This will be subject to the other provisions of these Stratech Software Conditions.

2. Stratech will arrange on behalf of the client for the installation of the agreed parts of the software in the hosting environment.
3. The client has access to the software and related data in the hosting environment during the term of the agreement.
4. Stratech will inform the client in time of the processing of new versions or updates insofar as these are relevant to the use of the hosting environment, such to be decided exclusively by Stratech.
5. In the event the right of use (to one or more parts) of the software ends, as referred to in article 3 of these Stratech Software Conditions, the right to use the hosting environment, as regards the relevant parts of the software, will also end automatically.
6. The client is not allowed to use the hosting environment, to which users are granted access by means of login details, for any legal entity or natural person other than the client and its employees. The client is expressly not allowed to use the hosting service for or have it used by the number of users referred to in the agreement.
7. If Stratech blocks access to the hosting environment on the basis of the provisions of article 9 paragraph 4 of the Stratech General Terms and Conditions, the following will apply. The client may request Stratech to reactivate access to the hosting environment, which was blocked in accordance with the previous sentence, during the term of the agreement against payment of a separate fee and following payment of the full amount owed to Stratech pursuant to the agreement. Stratech has the right to demand advance payment of the costs of repair and an advance on the payments referred to in the agreement before restoring access as referred to in the previous sentence, all of the above without prejudice to Stratech's claims under the applicable Stratech General Terms and Conditions.
8. In the event the hosting environment is not reactivated in accordance with paragraph 8 of this article, the client will no longer be able to use the hosting environment in any way. However, this does not release the client from compliance with all contractual obligations to Stratech during the term of the agreement, including payment of all amounts due, until the end of the hosting period laid down in the agreement. After the agreed period has ended, the hosting agreement will therefore be renewed automatically by operation of law.

## Article 11. Maintenance and guarantee

1. The software is hosted for the client at professional Dutch 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.
3. Stratech has the right to make changes to the hosting environment or switch to a different hosting partner 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 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 hosting environment is not accessible 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. Stratech endeavours to ensure that a daily back-up is created of the data the client has entered in the hosting environment via the software, but it does not bear any liability and/or responsibility for any loss of data and the loss that results therefrom.  
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 Privacy Conditions as regards the retention of personal data.

In the event the client requests Stratech in relevant cases to reinstall a back-up, Stratech will endeavour to reinstall the most recent back-up available at that time as soon as reasonably possible. The related costs are charged on to the client against the Stratech rates that apply at that time.

7. Stratech endeavours to ensure that the data the client has entered in the hosting environment via the software is secured as much as reasonably possible against loss, theft, unauthorised access and alteration by non-users.
8. If the client uses the hosting environment, Stratech will regularly install new versions or updates of the software in the hosting environment for the client.
9. With due observance of the provisions of paragraph 3 of article 6 and the provisions of the Stratech Privacy Conditions, Stratech will avoid inspecting the data the client has placed in the hosting environment in the meantime, and does not disclose data to third parties, unless Stratech or its hosting partner is obliged to do so under or pursuant to the law, a court decision or otherwise.

## Article 12. Technical security

1. Stratech ensures adequate security of the software provided in the hosting environment, 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 hosting environment,
  - 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 will make all reasonable efforts to secure adequately the data that are provided to each other or via third parties within the context of these hosting conditions. The Parties commit that they shall not use information obtained from the other party for other purposes or in a manner other than for the purpose and in the manner in which the data were provided.
3. Stratech or a third party engaged by Stratech arranges within the context of these hosting conditions for the management of the hosting environment and the software on the hosting environment.
4. If the client's data are lost or become damaged as a result of own careless or inexpert use of the software on the hosting environment 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 the most recent back-up of the software in the hosting environment. The costs of this recovery are charged to the client in accordance with the Stratech rates that apply at that time.
5. Stratech is not liable for errors caused by the migration of data to the software on the hosting environment. The client is responsible and liable for the content and accuracy of the data.

## Article 13. Exclusion

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

## Article 14. Access to the software

1. In order to gain access to the software made available via hosting, the client's users must have access to login details. Stratech provides the client with initial login details.

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 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 software on the hosting environment, 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.

## **Paragraph V: Ownership of data**

### **Article 15. Ownership of data**

1. The client remains the owner of the data at all times, with due observance of the provisions of article 6 paragraph 3 of these Stratech Software Conditions. The client determines which data are processed by users in the software. The client remains responsible at all times for compliance with the statutory retention obligations or the retention periods applicable to the data. Stratech does not accept any liability in this connection.
2. In the event the agreement is terminated, the client will have the right to request Stratech once, within one month after the right of use has ended, 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 agreement has ended.

## **Paragraph VI: The client's obligations**

### **Article 16. The client's obligations general**

1. The client ensures and is responsible for careful and expert use of the software within the limitations of the right of use that was granted, the Stratech rules and announcements and these Stratech Software Conditions. This also includes arranging for a sound setup of the software and a sound related setup of the client's working processes and organisation.
2. The equipment and network on which the installation has been installed and/or is to be used has to satisfy the minimum system and other requirements, as specified in the customer portal or other Stratech digital means of communication.
3. The client is responsible for the proper operation of the equipment and the network on which the software should be/has been installed, or for the optimal operation of its hardware and software, configuration, peripheral equipment and the internet connection required for the use of hosting environment.

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 software and the hosting environment cannot be installed properly and/or operate (soundly).

4. The client commits that it will arrange for careful management and use of the software, inter alia by providing for adequate security and by not making use of inferior materials, products, third-party software, which could have a negative impact on the operation of the software.

## Article 17. The client's obligations On-Premise

1. In the event the client uses the software On-Premise, the additional conditions (when compared to article 16) as set out in the present article will apply.
2. The Client is responsible for installing (new) versions or updates on the client's the equipment and network. In the event Stratech supports the client in this connection, Stratech will have the right to charge costs in this connection to the client in accordance with the Stratech rates and conditions that apply at that time.
3. The client commits that it will arrange for careful management and use of the software, inter alia by creating backups.
4. In order to obtain service and stand-by service as referred to in paragraphs VII and VIII of these Stratech Software Conditions, the client will be obliged to install new versions or updates of the software within the period indicated by Stratech. In the event the client cannot reasonably be expected to install the new version or update immediately, the client will be obliged to do so as yet as soon as reasonably possible.
5. If the client does not wish to install the new version or update of the software or have it installed within the period indicated by Stratech and does not have the penultimate version or update of the software, all entitlement on the part of the client to the service, maintenance and stand-by service lapses and Stratech will have the right to suspend its obligations arising from the agreement, the Stratech General Terms and Conditions and these Stratech Software Conditions for an indefinite period, in any event until the moment the client has installed the most recent version or update of the software or had it installed. Stratech has no obligation pursuant to these Stratech Software Conditions relating to breakdowns and defects that have been resolved (presumably) by means of the provision of a new or newer version or update of the software, for as long as the relevant new or newer version or update has not been installed by the client.

## Article 18. The client's obligations hosting

1. In the event the client uses the software in the hosting environment, the additional conditions (when compared to article 16) as set out in the present article will apply.
2. The client will not in any way cause nuisance or damage to Stratech or its customers when using the hosting environment, 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.
3. The client is not allowed to use the hosting environment contrary to statutory provisions, the agreement and/or the hosting conditions.
4. The client is responsible and liable for the content and accuracy of the data it has placed in the hosting environment using the software. The client will only place data in the hosting environment insofar as this is in line with the purpose of the agreement and the intended use of the software on the hosting environment. 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.
5. The 'Fair Use Policy' applies to the hosting environment. This is defined as the client being allowed to use the hosting environment, 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 agreement, delays in the hosting environment and/or prejudice Stratech's interests.

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.

6. 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.
7. The Client is responsible for implementing the necessary measures to secure its equipment, software, 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.
8. The client will provide all information and cooperation to Stratech required by Stratech for maintaining the hosting environment.

## **Article 19. Obligations of the client concerning the service**

1. The client's main user ensures that the users of the software are sufficiently trained for normal use of the software and are therefore sufficiently familiar with its operation. If it becomes clear that a user is not trained sufficiently, Stratech will have the right to refuse or suspend the service towards the user in question.
2. 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.

## **Paragraph VII: Service**

### **Article 20. General**

1. Stratech provides the service to the client pursuant to the agreement concluded for this purpose in accordance with the provisions of the conditions of this paragraph, during the period indicated in the agreement.
2. Stratech only provides service concerning those parts of the software in respect of which Stratech granted the client a right of use in the agreement in question.
3. In the event Stratech performs service activities at the client's location at the client's request, Stratech will have the right to charge the related costs against the Stratech rates and conditions that apply at that time.
4. 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.
5. The client grants Stratech access to the equipment or the network on which the software has been installed and/or 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 report. Stratech has the right, within the context of the provision of the service referred to in this paragraph, to inspect the client's data, insofar as necessary within the context of the provision of the aforementioned service.



## Article 21. Reports

1. Service reports are preferably 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 22 paragraph 2.
3. The client will grant Stratech and third parties engaged by Stratech access to the software and allow them to make alterations thereto if they consider this necessary for the purpose of resolving the report.
4. Reports can be submitted via the customer portal 24/7.
5. The provision of support and resolution of breakdowns and defects referred to in articles 22 and 23 take place exclusively on working days from 8:30 hours to 17:00 hours, except for those times and days when Stratech is closed.

## Article 22. 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 software that has been made available or the hosting environment that is made available. Service as referred to in this article expressly does not include support for the purpose of altering the setup of the software.
2. A report for support 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 report or to answer the client's question.
3. The users of the software and/or the hosting environment are deemed to have knowledge of the possibilities of application, inter alia by consulting the customer portal and by following one or more training courses. Service as referred to in this article does not include explaining the possibilities of application of or answering questions about the software or the hosting environment, 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 23. 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 software and/or the hosting environment.
2. Stratech resolves the imperfections in the software to the best of its abilities. Imperfections are defined as the breakdowns and defects in the software, as well as all deviations discovered during the use of the software when compared to the characteristics and functions attributed thereto in the customer portal or other Stratech digital means of communication documentation, as referred to in article 4 paragraph 1, insofar as not caused by inexpert or careless conduct on the part of the client or third parties.

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 characteristics and functions attributed thereto in the customer portal or other Stratech digital means of communication, 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 and/or telephone 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 software or the hosting environment to the Supplier as soon as possible after discovering them by means of a 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 software, 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. 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 software or the hosting environment cannot be used and has lost all functionality;
  - category 2:  
the software or the hosting environment has limited use, with certain essential functions having lost functionality;
  - category 3:  
a non-material problem in the software or the hosting environment with essential functions still operational, but combined with inconveniences due to reduced functionality or due to delays therein;
  - category 4:  
a problem that as such has no direct impact on the material functionality of the software or the hosting environment.

The response times apply within the working hours set out in article 21 paragraph 6. The response times are as follows, except in case of force majeure, from the moment of receipt of the report:

- 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, inexpert 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 software 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 24. Service on location

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

## **Paragraph VIII: Standby service**

### **Article 25. General**

1. The provisions of this paragraph apply if the use of the Stratech standby service was agreed.
2. The standby service is included as standard if the client makes use of the hosting environment for the software.
3. The standby service can be purchased as an additional service if the client uses the software On-Premise.

### **Article 26. Conditions Stratech Standby Service**

1. The standby service comprises exclusively the service reports made by telephone in which connection Stratech answers questions upon request in case of breakdowns and defects in the software and/or hosting environment relating to category 1 or 2 reports referred to in article 23 paragraph 5.
2. The 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. The response times are as follows, except in case of force majeure, from the moment of receipt of the report:
  - category 1: 0.5 hour;
  - category 2: 2.0 hours.
4. In the event the report cannot be handled within the hours referred to in paragraph 3, the report will be handled in accordance with the provisions of article 23.

## **Paragraph IX: Changes**

### **Article 27. Changes to the conditions**

1. As regards existing agreements, being the agreements with the client that are in effect at the moment these Stratech Software Conditions enter into effect, these Stratech Software Conditions replaced previous Stratech conditions, namely:
  - Stratech Software Supply Conditions;
  - Stratech Rental Conditions;
  - Stratech Hosting Conditions;
  - Stratech Online Service Conditions;
  - Stratech Postcode Table Update Conditions;
  - Stratech Postcode Table Conditions of Use;
  - Stratech Insight Conditions;
  - Stratech Service Conditions;
  - Stratech Standby Service Conditions.
2. Specific agreements in the existing agreement between Stratech and the client pertaining to the previous conditions referred to in paragraph 1 continue to apply.

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These Stratech Software Conditions were made available to the client prior to or at the time of the conclusion of the agreement to which these Stratech Software Conditions apply. The conditions can also be read and can be downloaded from the Stratech website [stratech.nl](https://stratech.nl).

The Stratech Software Conditions were filed with the Overijssel District Court, Almelo location on 10 Maart 2023 under number 6/2023.

These English Stratech Software Conditions are a translation of the Dutch Stratech Software Conditions. If any provision of these English Stratech Software Conditions conflicts with the Dutch Stratech Software Conditions, the provision of the Dutch Stratech Software Conditions shall apply ([stratech.nl](https://stratech.nl)).