

healthy workers

Terms & Conditions

Welcome at Healthy Workers. Healthy Workers offers a ESG & Building Performance Platform (hereinafter: "**Software**") and related services (hereinafter: "**Services**") which enables users to track and improve the performance of their buildings for health, comfort, sustainability and cost-saving purposes. For example, to analyze air quality throughout the building, to monitor the Building Management System ("**BMS**") and to analyze and benchmark the performance of the building, etc. The Building Performance Platform can be managed and configured by users with a manager role ("**Software Manager(s)**") as specified in our Website or Software. Healthy Workers offers this Software together with several add-on services, e.g. for the initial setup of the Building Performance Platform, installation of extra sensors, one-off research and consultancy ("**Services**"). The Software and Services are offered online through www.healthyworkers.com or any subdomain of healthyworkers.com ("**Website**").

These terms and conditions (the "**Terms**") apply to the relationship between Healthy Workers B.V. ("**Healthy Workers**") and its users ("**Users**"), for any use of the Software, BMS and Services offered by Healthy Workers. Healthy Workers offers the use of the Software, BMS and Services under the condition that the User accepts these Terms.

Any questions regarding these terms and conditions?

Please reach out to support@healthyworkers.com

1. Who we are and who do we serve

- 1.1. Healthy Workers: A private company with limited liability incorporated under the laws of the Netherlands (*Besloten Vennootschap met beperkte aansprakelijkheid*). Healthy Workers has its registered seat in Amsterdam and is registered with the Trade Register (Handelsregister) with the number 67322174. Healthy Workers is also referred to as **“we”**.
- 1.2. User: A legal entity (this includes employees of legal entities) registered with an **“account”**, making use of the Software or Services. Also referred to as **“you”**.

2. We serve, you pay

- 2.1. Software (Licensing) Fees and Service Fees: Fees are displayed on the Website and or proposals and or invoices. Only if other fees are agreed in writing by both User and Healthy Workers the prices agreed on in this document will prevail and will be binding.
- 2.2. Offers and proposals by Healthy Workers: All our offers and proposals through the Website, the Terms or other means are non-binding until agreed by both User and Healthy Workers unless agreed otherwise in writing. Parties can express their agreement by signature, e-mail or by ticking a box next to the relevant statement in the Website-interface. An offer or proposal only applies to and becomes a **“Contract”**, with regard to the assignment specified therein, and not for possible future assignments. If not stated otherwise, a proposal is valid for only 14 days.
- 2.3. Pay in advance: All payments must be done in advance of (the start of) the use of the Account, the Software and/or the Services by any User. Healthy Workers accepts SEPA Bank Transfer and any other methods of payment, as clearly advertised on the Website or as agreed in writing.

- 2.4. Unfulfilled payments: Healthy Workers is allowed to suspend your use of the Software and or Services if your payment has not been fulfilled. In that case, Healthy Workers grants you a grace period of thirty (30) days to fulfill your payment obligations. If you have not met your payment obligations after this grace period, you will be in default (“verzuim”). A notice of default (“ingebrekestelling”) will not be necessary, which i.a. means that a legal interest rate starts to run after the grace period ends and your payment has not been received by us.
- 2.5. Changing fees: Healthy Workers is allowed to change the Software fees and or Service fees. Change of the Software fees will be announced at least thirty (30) days before a new prolongment of your contract. Service fees will be changed in case of unforeseen additional work, yearly rise of specific costs (like wages, CPI increase, etc.) or other circumstances as agreed in writing.
- 2.6. Price Adjustment: We reserve the right to modify (annual) fees based on the Netherlands' Consumer Price Index (CPI). Changes take effect in the following billing cycle.

3. How to use our software?

- 3.1. No resell: Users are free to use the Website, the Software and Services for commercial means, but are not allowed to (re-)sell, distribute or sublicense the Website, the Software and the Services without our legally binding approval.
- 3.2. Your data is (ex)portable: Content provided in the Software is (ex)portable. Healthy Workers reserves the right to choose the format of (ex)portable data.
- 3.3. You are responsible for your platform: Users are responsible for all data provided from the BMS and customization made within the Software. This also means that Users are to be regarded as Data Controllers (see article 9.3) and are expected to have proper legal arrangements in place, such as user agreements and privacy policies.

- 3.4. Fair use: The Contract includes data traffic-, infrastructure- (e.g. SSL certificates, Content Delivery Networks) and hosting services. In this regard, a fair use policy is in place. When you exceed the moderate use of aforementioned services, Healthy Workers is allowed to suspend your use of the Website, Software and our Services or charge additional costs pro-rata. Your suspension or additional payment obligations correspond to your over-usage or to the rates you pay based on your Contract with Healthy Workers. To exceed moderate usage includes, but is not limited to, abuse or usage of which the costs of traffic-, infrastructure or hosting-services exceed your monthly or annual Software Fee by 50%.

4. Before you can start improving your buildings

- 4.1. The things you need to send us: In order to use the Software and make use of our Services, User is required to fulfill the following requirements:
- (a) User needs to provide assistance to our implementation team when needed, by phone, email or in person at the location.
 - (b) User is responsible to let all related (building) systems engineers cooperate with Healthy Workers to establish the connection with the Building Management System and provide all necessary information (e.g., EDE file including all relevant data points).
 - (c) User is responsible for the accessibility of the BMS and its data points, and has to provide (if necessary to connect with BMS) internet access on location, an active license with the BMS supplier to extract data from the BMS, and all other technical necessities.
 - (d) User needs to have compatible equipment, internet access and the necessary minimum specifications and a browser we support (as specified in article 12.1).
- 4.2. Your payment obligations continue: If a User does not fulfill the requirements as specified in article 5.1, by which his use of the Website, the Software and our Services is delayed, User is still obliged to fulfill his payment obligations as specified in article 3.

5. Does Healthy Workers adjust and alter the Software and Website?

- 5.1. Yes, we continuously alter and improve: Healthy Workers is allowed to change, improve and remove functionality of the Website and the Software and build new features, at any time without prior notice. This may have consequences with regard to your use of the Software and Website. Alteration of the Software i.a. entails upgrades to add support for new functions and services.
- 5.2. No obligation to alter: We are interested in your feedback and Users can request new functionalities. Healthy Workers is never obliged to change, improve and remove functionality of the Website and the Software. You can't cancel a Contract with Healthy Workers based on us not building (new) functionalities or deleting existing functionalities.
- 5.3. Feature requests: Healthy Workers prioritizes alteration requests based on actionable data and positive consequences for all Users. Healthy Workers takes the final decision about new features that are going to build and is never obliged to explain its decision. However, whatever the outcome, Healthy Workers is always glad to receive feature requests, and encourages all Users to do so.

6. What is the duration of my Contract with Healthy Workers?

- 6.1. Minimum period: The Contract has a minimum period (which is agreed upon in the Contract) during which Users cannot terminate the Contract. If not specified in the Contract the standard period of 3 years applies.
- 6.2. After the minimum period: After the minimum period, the Contract will be extended automatically, with the initial period with a minimum of one year and without former discounts (unless agreed otherwise in writing). The Contract can

be canceled by User before the start of a new year with a notice period as stated in the contract and a minimum of 60 days.

- 6.3. Right of cancellation by Healthy Workers: Healthy Workers is entitled to cancel or terminate a Contract with immediate effect in writing, stating the reason for termination, in case a User does not comply (on time or properly) with any obligation under the Contract or these Terms. Such default justifies termination of the Contract provided that Healthy Workers gives User a prior notice of its default and a reasonable period of time to remedy the failure, and User still fails to comply with its obligations after this period. A Contract may be terminated by Healthy Workers with immediate effect (without notification of User) if a petition for bankruptcy is filed for or on behalf of User or if User ceases to operate its business or undertaking.

7. Privacy natural persons

- 7.1. Privacy policy: We at Healthy Workers respect privacy. When you make use of our Website and Software, we may collect certain personal data to allow proper use of the Website and Software. In this respect, we are to be regarded as Data Controller within the meaning of the “**Relevant Privacy Legislation**”. As for the data and content on the Website and Software of our Users, we are to be regarded as Data Processor within the meaning of the Relevant Privacy Legislation.
- 7.2. Location and content of the policy: In our Privacy Policy, you can read which personal data we collect as Data Controller and for what purposes. You can find our Privacy Policy on healthyworkers.com/privacy.

8. Intellectual property at Healthy Workers

- 8.1. Intellectual Property Rights Healthy Workers: Healthy Workers is the exclusive owner of all intellectual property rights vesting in, emanating from and relating to



the Website, the Software (such as custom branded pages, dashboards and other templates) and Services, such as – but not limited to – patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, trade secrets, licenses, domain names, know-how, property rights and processes (“**Intellectual Property Rights**”).

- 8.2. License from Healthy Workers to you: Healthy Workers grants its Users a personal and non-exclusive license to install and use the Software. The license starts on the day on which the Account on the Website and/or the Software is ready for use by User after data connection is established (“**Contract Start Date**”), and ends when the Contract is canceled or terminated unless specified differently in writing. Regarding sublicenses and transferability, Users are only granted the right to let their employees and their contractors use the Software unless agreed otherwise in writing. Users are not allowed to (re-)sell, distribute or sublicense the Software, or access it in other ways as described in this clause.
- 8.3. Data license: Users give Healthy Workers an unlimited license for and accepts the use of all data by Healthy Workers to optimize Buildings, Software and Services, for research, analyses and to benchmark statistics.
- 8.4. Our client portfolio: You allow Healthy Workers to use your trademark(s) and/or logo(s) on its Website and in its communications, together with publicly available content, for the purpose of informing prospects of Healthy Workers’s client portfolio. Healthy Workers will not share confidential information.

9. How to reach Healthy Workers for support and other questions?

- 9.1. Support questions: Healthy Workers wants to create healthy workers and happy Users. Support questions match all the following criteria:
 - (a) The question is sent via e-mail to support@healthyworkers.com or, if activated, the integrated chat in our Software;
 - (b) The question is about using or problems you experience while using the Website or Software, or things you do not understand regarding the Website, Software or any service from Healthy Workers; and



- (c) The question is asked by you, or someone else from your Organization and or related companies with a manager role (the “**Software Manager(s)**”) as specified on our Website and or Software.
- 9.2. Our answer: Healthy Workers aims to respond to your support question as soon as possible, during “**Business Hours**” (Monday to Friday from 9 am to 5 pm). Healthy Workers does not offer support by phone. However, Healthy Workers can contact you by phone to discuss a problem or situation in more detail.
- 9.3. Bugs: When features of the Website or the Software are not working properly (“**Bug**”), User has to file a report to support@healthyworkers.com. Only Bugs reported via this e-mail address will be taken into consideration by us. Healthy Workers will categorize the problem based on different factors such as: the amount of registered and activated user-accounts on the Website or the Software that are impacted by it, its severity and its risks. Based on the different factors, we prioritize building a fix or solving the bug, in a reasonable period.
- 9.4. Priority of solving Bugs: The following Bugs are considered critical and Healthy Workers commits to solving them with the highest priority:
- (a) Data leakage of personal information.
 - (b) Bugs causing the Website and or the Software not to load at all for a significant amount of Users.
- The following Bugs have a low priority:
- (c) Bugs with regard to experimental features that User opted into.
 - (d) Bugs with regard to features that are available only to the Software Manager.
 - (e) Bugs regarding custom-made features.
- 9.5. No support to others than the Software Manager(s): Healthy Workers is not responsible for delivering services, training or support to tenants and other members of your organization than the Software Manager(s). However, if other members of your organization run into bugs or other problems, your Software Manager(s) is allowed to forward questions and request our help, when they are unable to solve the problem. The Software Manager is never allowed to point members of your organization, your Website or your Software directly to Healthy Workers.

10. Can I request additional Custom Work regarding the Website or Software?

- 10.1. Custom Work: Users are allowed to request "**Custom Work**", such as integrations, development or other additional changes to the Website or the Software, that are not covered by the Contract.
- 10.2. Your goal and planning: Users requesting additional custom work need to provide the following information in order for Healthy Workers to be able to respond with a proposal:
- (a) The background of the request, that is to say: the goal that User wants to achieve through the requested addition(s).
 - (b) The preferred delivery time of the custom work.
 - (c) A detailed description of the custom work
- Based on this request, Healthy Workers will draft a proposal i.a. estimating the time needed to perform the custom work ("**Planning**") multiplied with our hourly rates.
- 10.3. Insignificant Feedback: Feedback will not consist of "Insignificant Imperfections", meaning imperfections that do not affect the functionality of the Website or Software (such as subjective opinions about design and interface outside the specifications agreed upon by User and Healthy Workers) and are no reason for non-acceptance of custom work by User.
- 10.4. Intellectual Property custom work: Unless specified differently, Healthy Workers is the exclusive owner of all Intellectual Property Rights vesting in, emanating from and relating to (the made changes in) custom work, as specified in article 9.1. Healthy Workers is e.g. allowed to alter, redistribute or integrate the outcome of the custom work into the Website, Software or its Services, or to other Users.
- 10.5. Right to refuse: Healthy Workers has the right to refuse custom work requests without additional clarification.
- 10.6. No fatal deadlines: The Planning indicated by Healthy Workers shall be deemed to consist of indicative terms and shall not constitute fatal deadlines. Failure to meet the Planning will not release User from its obligations towards Healthy Workers unless specified differently in the proposal.

11. What is the quality and/or availability of the Website and Software?

- 11.1. Available for modern and most used browsers: Healthy Workers will use its best and most reasonable efforts to make sure that the Website and the Software are available in modern, most used browsers, in their latest release.
- (a) Chrome
 - (b) Microsoft Edge
 - (c) Safari
 - (d) Mozilla firefox
- 11.2. Effort of availability: Healthy Workers will use its best and most reasonable efforts to make sure that the Website and the Software are available at all times with all features operating properly. Healthy Workers will – for example – put in its best efforts to have Websites and Software that have a high performance and are loading quickly. However, User acknowledges that the Website and the Software are provided over the internet and (mobile) networks and thus the quality and availability of them may be affected by factors outside Healthy Workers’s reasonable control.
- 11.3. Disclaimer availability: Healthy Workers does not accept any responsibility whatsoever for unavailability of the Website, the Software, or a Bug or any other (communication) system failure which may result in the Software or Website being unavailable.
- 11.4. Certified cloud hosts and penetration test: Healthy Workers hosts the Website, Community Website and other parts of the Software solely on ISO 27001 certified cloud hosting services.
- 11.5. No obligation of support or maintenance: Healthy Workers will use its best and most reasonable efforts to create scalable, performing Website and Software. However, Healthy Workers will not be responsible for and/or obligated to perform any support or maintenance regarding the Website or the Software – i.a. as

referred to in articles 6 & 10 – in the event that this support or maintenance requires unreasonable effort or time given the specific circumstances.

- 11.6. Disclaimer of (implied) warranties: To the maximum extent permitted by law, Healthy Workers hereby disclaims all (implied) warranties with regard to the Website, the Software and Services, unless agreed otherwise in these Terms or writing. The Website and the Software are provided "as is" and "as available" without warranty of any kind.
- 11.7. Insurance: We are satisfactorily insured against damage of Users resulting from inaccuracies of the Website and or Software.

12. Does Healthy Workers also provide consultancy services?

- 12.1. Consultancy services: Healthy Workers provides consultancy services
- 12.2. Right to refuse: Healthy Workers has the right to refuse consultancy requests without additional clarification.
- 12.3. No liability and insurance: To the maximum extent permitted by law, Healthy Workers cannot be held accountable for any outcome of consultancy services performed by it, see also article 13 in this regard. With regard to (employees of) Healthy Workers performing consultancy services on the location of Users, User agrees that the workspace and facilities have to meet legal requirements for labor circumstances. User is liable and indemnifies Healthy Workers for all (bodily) damage suffered by an employee or related partner of Healthy Workers connected to his work on location. User will take out occupational accident insurance (arbeidsongevallenverzekering) and liability insurance (aansprakelijkheidsverzekering) with adequate coverage.
- 12.4. Competition clause: For the duration of any Contract and for 1 (one) year after the Contract ends, User is not allowed to hire an employee of Healthy Workers who is (or was) involved in the execution of the Contract, directly or indirectly, unless Healthy Workers has given its explicit written permission.

13. When is Healthy Workers liable?

- 13.1. Liability and indemnification: Parties agree to the general legal provisions regarding liability and indemnification as provided by the Dutch Civil Code (Burgerlijk Wetboek), unless specified differently by these Terms or the relevant Contract.
- 13.2. Liability cap: If Healthy Workers is liable regarding User, for any reason, the liability will be limited to an amount of 50% of the invoice price of the relevant Agreement with User.
- 13.3. Liability cap insurance: The liability of Healthy Workers regarding User is, in any case, limited to the amount the insurance company of Healthy Workers will disburse in that specific case.
- 13.4. No liability: Healthy Workers is not in any event liable for:
- (i) the effect of the application of our consultancy services;
 - (ii) the actions or inactions of Users;
 - (iii) the situation where any third party makes use of User's Account;
 - (iv) failure to meet any of Healthy Workers's obligations under these Terms, where such failure is due to events beyond Healthy Workers's control;
 - (v) any damage or alteration to User's equipment including, but not limited to, computer equipment or a handheld device, as a result of the installation or use of the Website and the Software.
 - (vi) damage occurred to the fact Healthy Workers assumed incorrect or incomplete information of that User by the execution of the Agreement.
- 13.5. Force Majeure: Healthy Workers does not have to fulfill its obligations under the Agreement in the event of force majeure. Force Majeure occurs if Healthy Workers cannot fulfill its obligations due to one or more circumstances that cannot be attributed to Healthy Workers.
- 13.6. Applicable law: Nothing in these Terms shall exclude or limit Healthy Workers's liability when it cannot be excluded or limited under applicable law.

14. Does Healthy Workers keep my data safe and secret? and what information do I need to keep safe?

- 14.1. Confidentiality: You and Healthy Workers will make sure that all the information received by the other party – including information, designs, documentation and programs – which is of a confidential nature, remains a secret. You and Healthy Workers will only use this information for the purpose that it was provided for and not disclose any of this information to third parties. User and Healthy Workers will take all the necessary measures to protect the confidential nature of the information, in the same way and at the same level as the parties' own confidential information.
- 14.2. Protection: We work hard to protect (personal) data from unauthorized or unlawful access, alteration, disclosure, use or destruction. We encrypt our traffic and inter-instance communications. All passwords are hashed and all user data is encrypted at rest. Employee only has access to databases on a need-to-know basis using a secure connection.

15. Does Healthy Workers change these terms?

- 15.1. Changing these Terms: Healthy Workers reserves the right to change these Terms. When we change these Terms in a significant way, we will post a notification on our Website or the Software along with the updated Terms. We will also notify you via your Account, and request you to accept the updated Terms before you can continue to use the Website and Software.



16. What happens when one of these Terms is not enforced or cannot be enforced?

- 16.1. No waiver: If we do not enforce (parts of) these Terms, this cannot be construed as consent or waiver of the right to enforce them at a later moment in time or against another User.
- 16.2. Severability: The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision of these Terms. Any such invalid or unenforceable provision shall be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable and which interpretation shall be as close as possible to the intent of the invalid provision.
- 16.3. No transfer of rights by you: User cannot transfer the rights and obligations (resulting) from a Contract or these Terms to third parties.
- 16.4. Survival clauses: Clauses 8, 12, 13 and 14 will survive the cancellation, termination or expiry of a Contract.

17. Which law is applicable to our agreements?

- 17.1. Dutch law: These Terms shall be governed by and construed in accordance with the laws of the Netherlands.
- 17.2. Court of Amsterdam: All disputes resulting from or arising in connection with these Terms shall exclusively be submitted to the competent court of Amsterdam, the Netherlands, unless the dispute can be settled in an amicable fashion.

18. Where can I leave complaints, comments and suggestions?

- 18.1. Let us know: Healthy Workers strives to give you optimal service. Please let us know if you have a complaint, comment or suggestion. You can contact us at support@healthyworkers.com.

