

EM Group – Service Agreement

[incl. General Terms and Conditions]



Time & Attendance / Access Control / Video Surveillance

EM Group – Service Agreement

INHOUDSTAFEL

DOCUMENT HISTORY	3
1 SERVICE AGREEMENT	4
1.1 SUBJECT	4
1.2 TERMINOLOGY	4
1.3 POSSIBLE SLA'S.....	5
1.4 CONDITIONS	5
2 GENERAL TERMS AND CONDITIONS.....	6
2.1 GENERAL.....	6
2.2 TERMINOLOGY:	6
2.3 PRICES, INVOICING AND PAYMENT TERMS	6
2.4 DELIVERY / DELIVERY TIMES	8
2.5 HARDWARE WARRANTY.....	8
2.6 SOFTWARE WARRANTY.	9
2.7 SLA'S AND MAINTENANCE FEES	9
2.7.1 INDEXATION OF SLA'S.....	9
2.8 CANCELLATION OF AN ORDER BY THE CLIENT	9
2.9 LIABILITY	10
2.10 PERSONNEL	10
2.11 FORCE MAJEURE	11
2.12 CONFIDENTIALITY	11
2.13 PRIVACY AND GDPR	11
2.14 BREACH OF CONTRACT	11
2.15 APPLICABLE LAW AND COMPETENT COURTS.....	11
3 GENERAL SLA CONDITIONS	12
3.1 SUBJECT	12
3.2 DURATION AND TERMINATION.....	12
3.3 EXTENSIONS TO INSTALLATIONS	12
3.4 BREACH OF CONTRACT	12
3.5 INFRASTRUCTURE	12
3.6 REMOTE SUPPORT	13
3.7 CONTACT DETAILS OF THE SERVICE PROVIDER:.....	13
3.8 INTERVENTIONS.....	13
3.9 MISCELANEOUS.....	14
4 SPECIFIC SLA CONDITIONS (PER SLA)	15
4.1 HARDWARE SERVICE CONTRACT (HSC)	16
4.1.1 SUBJECT	16
4.1.2 SERVICES PROVIDED.....	16
4.1.3 LIMITATIONS	16
4.2 USER HELPDESK CONTRACT (UHC).....	17

4.2.1	SUBJECT AND SERVICES	17
4.2.2	LIMITATIONS	17
4.2.3	COSTS	17
4.3	SOFTWARE MAINTENANCE CONTRACT (SMC).....	18
4.3.1	SUBJECT	18
4.3.2	SERVICES	18
4.3.3	CONDITIONS.....	18
4.3.4	LIMITATIONS	18
4.4	HOSTING CONTRACT.....	19
4.4.1	SUBJECT	19
4.4.2	SERVICES	19
4.4.3	SUPPORT AND MAINTENANCE:.....	19
4.4.4	PERIODIC UPGRADES	19
4.4.5	EM-CLOUD CHANGES:	19
4.5	EM123 – COVERAGE CONTRACT.....	20
4.5.1	SUBJECT	20
4.5.2	SERVICES	20
4.5.3	LIMITATIONS	20
4.5.4	INCLUDED HARDWARE.....	20
4.5.5	SPECIAL CONDITIONS	20
4.6	SAAS CONTRACT	21
4.6.1	SUBJECT	21
4.6.2	SERVICES	21
4.6.3	ADDITIONAL SERVICES	21

DOCUMENT HISTORY

<i>Version</i>	<i>Date</i>	<i>Description</i>
V 1.1	11/07/2025	Initial document
V 1.2	01/08/2025	Adjustments to warranties, SLA's, General Terms and Conditions.
V 1.3	09/09/2025	(2.1.6) – Liability – amount – fixed term <> indefinite term.
V1.4	20/10/2025	Layout – table of contents. 2.4 / 3 – Delivery of goods and services.

1 SERVICE AGREEMENT

This agreement is concluded between:

EM GROUP BV, Entrepotstraat 33, 9100 Sint-Niklaas, with company number: 0426.134.460
hereinafter: “the Service Provider”

and

The customer,
hereinafter: “the Client”

Hereinafter collectively “Parties” or each individually “Party”.

1.1 SUBJECT

- The Service Provider is a company specialized in providing services related to hardware and software in the context of time & attendance, access control and video surveillance.
- The Client wishes to engage the Service Provider for assistance or services relating to time & attendance, access control and video surveillance.
- The Service Provider offers “services” in the broadest sense. The agreed level of service is defined in Service Level Agreements (= SLAs), for which the Client pays a periodic Maintenance Fee (invoice) to the Service Provider.
- The various possible SLAs and their additional services are described in this Service Agreement.

1.2 TERMINOLOGY

- Services:
 - o Are delivered by the Service Provider to the Client.
 - o May include (non-exhaustive list):
 - Analysis
 - Advice, consultancy
 - Delivery of hardware and software (rental/SaaS/hosting)
 - Installation by EM employees or subcontractors
 - Guidance and parameterization
 - Training
 - Helpdesk, aftercare

1.3 POSSIBLE SLA'S

The Service Provider may offer the following SLA contracts within this overarching Service Agreement:

1. Hardware Service Contract
2. User Helpdesk Contract
3. Software Maintenance Contract
4. Hosting Contract
5. EM123 Coverage Contract
6. SaaS Contract

The SLA(s) concluded between Parties is/are defined in the sales agreement, depending on the chosen solution/application/hardware/software.

On the periodic invoice of the Service Provider, the following will be stated:

- Which SLA(s) the Client holds;
- The period for which the SLA is valid.

1.4 CONDITIONS

The services offered by the Service Provider are governed by:

- The General Terms and Conditions
- The General SLA Conditions
- Specific SLA Conditions (per SLA type)

This Service Agreement replaces all previously concluded Service Agreements between the Parties.

2 GENERAL TERMS AND CONDITIONS

2.1 GENERAL

1. These General Terms and Conditions apply between the supplier: **EM GROUP BV**, company number: 0426.134.460, hereinafter referred to as the “Service Provider,” and the customer, hereinafter referred to as the “Client.”
2. Together: the “Parties,” or individually a “Party.”
3. These General Terms and Conditions apply to all offers and agreements under which the Service Provider supplies goods and/or services of any nature and under any designation to the Client.
The applicability of purchasing or other terms of the Client is expressly rejected.
4. If, by virtue of government decrees or mandatory statutory provisions, certain clauses of this Service Agreement or of these General Terms and Conditions should be null and void, the remaining provisions shall not be affected. The Parties undertake to replace the void provisions with others that are as economically equivalent as possible.
5. Deviations from these conditions are only valid with explicit prior written agreement between the Service Provider and the Client.

2.2 TERMINOLOGY:

SLA:

- a. **Service Level Agreement:** an agreed level of service (this may relate to both goods and services), for which the Client pays a periodic Maintenance Fee (invoice) to the Service Provider.
- b. The various possible SLA contracts and their additional services are described in this Service Agreement.

2.3 PRICES, INVOICING AND PAYMENT TERMS

1. All quoted prices apply per unit or per period.
2. All prices are exclusive of VAT and other levies imposed by the government.
3. All prices are expressed in Euros and must be paid by the Client in Euros.
4. The Service Provider reserves the right to revise prices in case of significant changes in market prices of raw materials and/or wages. Such revision is only possible after consultation and agreement between the Parties. Without agreement, either Party may terminate this Service Agreement by registered letter.
5. Unless otherwise agreed, all invoices of the Service Provider are payable at its registered office within thirty (30) days after the invoice date.
6. If the Client does not agree with the invoice, they must dispute it by registered letter within fourteen (14) days after the invoice date, with a clear explanation.
7. In case of non-payment or incomplete payment by the Client on the due date, a late payment interest shall be due automatically and without notice, equal to the percentage determined

by the Minister of Finance under the Act of 02.08.2002 on combating late payment in commercial transactions, as well as a contractual penalty of 10% of the invoiced amount, with a minimum of EUR 500.

8. If the Client fails to pay invoices on time, the Service Provider may demand immediate payment of all other outstanding invoices and may suspend ongoing agreements/deliveries until full payment.
9. The Service Provider retains ownership of the sold goods and/or licenses until full payment. The Client must take all necessary protective measures until payment is completed.
10. If invoices for SLA(s) are not paid on time, the delivered services and products will be considered not covered by the SLA and charged on a time-and-materials basis.
11. If the contract includes cloud licenses or hosting services managed by the Service Provider, the Service Provider may suspend these services as long as overdue invoices remain unpaid.
12. Invoicing is done as follows: (goods, materials, services)
 - a. 30% upon order, payable within 8 days of invoice date.
 - b. 50% upon delivery of goods, payable within 30 days of invoice date.
 - c. 20% upon commissioning, payable within 30 days of invoice date (if commissioning is delayed by the Client, the last 20% will be invoiced no later than 2 weeks after delivery).
 - d. For services/goods invoiced on a time-and-material basis, 100% will be invoiced immediately after performance/delivery.
 - e. If the Client applies a payment term longer than 30 days, the Service Provider will charge a 1% monthly credit limitation fee.
13. All offers (quotations, calculations, budgets) of the Service Provider are made in good faith and are non-binding, unless otherwise stated in writing. The Client is responsible for the correctness and completeness of the information provided. These offers are made subject to material omissions and/or arithmetic errors.
14. Validity of quotations: 30 days.

2.4 DELIVERY / DELIVERY TIMES

1. Delivery times stated in the quotation are indicative and will be confirmed when the quotation is converted into an order.
2. Delays caused by force majeure, the Client, or third parties never entitle the Client to compensation or refusal of delivery. However, any delay will be notified to the Client as soon as possible.
3. Delivery takes place at the Client's registered office, unless otherwise agreed. Additional delivery costs (shipping, travel, infrastructure, etc.) are at the expense and risk of the Client.
4. Complaints regarding delivery must be made in writing within 8 working days after delivery (visible defects). Hidden defects fall under warranty (see SLA).
5. Goods with proven defects will either be replaced or reimbursed.
6. The Client may not refuse acceptance of services based on minor deviations not expressly agreed or on errors that do not prevent productive use.

2.5 HARDWARE WARRANTY

1. The Service Provider grants a 12-month warranty on delivered hardware, including travel, labor, and parts. Extended warranties are governed by the SLA.
2. The Service Provider shall be released from its warranty obligations if the Client has work carried out on the delivered HARDWARE by third parties or carries out such work himself.
3. Exclusions:
 - a. Repairs due to improper/negligent use of the equipment (e.g. when foreign objects are present in tag swallowers, motor readers, tag dispensers, ...).
 - b. Damage caused by accident, transport, negligence, misuse, incorrect connections, insufficient ventilation/cooling, etc.
 - c. Force majeure (flood, lightning, fire, ...)
 - d. Water damage.

2.6 SOFTWARE WARRANTY.

Software warranties are governed by specific SLA agreements between the Parties.

2.7 SLA'S AND MAINTENANCE FEES

1. SLA services are billed periodically.
2. Additional services outside SLA are charged separately on a time-and-material basis (goods, materials, transport, travel costs,...).
3. Each SLA has a start and end date, mentioned on the invoice.
4. SLAs commence upon (partial) delivery of hardware or upon software license availability/installation.

2.7.1 Indexation of SLA's

1. Maintenance Fees are periodically indexed (monthly, yearly, ...).
2. For each new starting period, the maintenance fee will be indexed, based on the Belgian consumer price index.
3. Indexation takes place at the start of the next invoicing period, based on the official index figures published by the government.
4. If services or products provided by third parties are integrated into the SLA, price increases passed on by third parties to the Service Provider will also be passed on to the Client in the periodic invoicing of the SLA.

Example 1. Hosting and licences from Microsoft: the price increases charged by Microsoft will also be passed on in the invoicing of the Service Agreement to the Client.

Example 2. Data subscriptions (telecom) that become more expensive at the provider and are included in the Service Agreement, will also have an impact on the price of the Maintenance Fee that the Service Provider passes on to the Client.

2.8 CANCELLATION OF AN ORDER BY THE CLIENT

The client is bound by his order (sales agreement) and may cancel only by paying a fixed compensation:

- Delivered goods/services: 100%;
- Custom work: 100% of completed work (hardware and/or software);
- Undelivered goods/services: 50% of the value of the ordered products.

This compensation applies without prejudice to the Service Provider's right to prove the actual damage suffered.

If the Client wishes to cancel a scheduled appointment (for services relating to installation, configuration, support, training, etc.), this can be done free of charge up to ten working days before the appointment. The Service Provider reserves the right to invoice all scheduled days for these services in full in the event of late cancellation.

2.9 LIABILITY

1. The Service Provider's liability is limited to the items and amounts for which the Service Provider is insured through its civil liability insurance and is limited to the amounts that the insurance is willing to pay out. Any deductibles shall be borne by the Service Provider. If the civil liability insurance does not provide coverage (for whatever reason) and the Service Provider is held liable, compensation may be agreed upon by mutual consultation between the Parties for a maximum of 5 times the amount of the annual maintenance fee. If no agreement is reached between the Parties, a competent court will decide on the matter.
2. At the request of the Client, the Service Provider's insurance certificate may be submitted annually.
3. The right to compensation from the Service Provider shall lapse irrevocably six months after an alleged error has occurred; the Client must send a notice of default within the aforementioned period with a detailed description of the alleged error.
4. The Service Provider is not responsible for the completeness and correctness of the data and/or calculation rules entered by the Client in the software supplied by the Service Provider.
5. The Service Provider's liability for consequential damage, indirect damage, lost profits, etc. is excluded.
6. The Service Provider cannot be held liable if it uses items, materials, or services/goods prescribed by the Client or by suppliers prescribed by the Client, unless proof of error or negligence on the part of the Service Provider is provided.

2.10 PERSONNEL

1. Both parties declare that they will not directly or indirectly employ or approach each other's personnel for employment, either during the contract period or for one year after the termination of the last agreement/SLA.
2. Neither party shall ever (directly or indirectly) entrust certain assignments to the personnel of the other party outside the scope of the agreement between the parties.

2.11 FORCE MAJEURE

Neither party shall be obliged to fulfil any obligation if prevented from doing so as a result of force majeure.

2.12 CONFIDENTIALITY

Both parties owe each other confidentiality. Each party agrees to maintain confidentiality regarding the data and information obtained from the other party under this agreement and to inform its staff thereof, as well as to take the necessary measures to protect this information.

The party receiving the confidential information shall only use it for the purpose for which it was provided.

2.13 PRIVACY AND GDPR

If the Service Provider processes personal data of the Client (and its employees, visitors, etc.), the GDPR directive will be respected and this will be regulated by means of a processing agreement between the Service Provider (Processor) and the Client (Controller).

2.14 BREACH OF CONTRACT

1. In the event of serious breach of contract by one Party, the other Party shall, after a reminder sent by registered letter or bailiff's writ to the defaulting Party has remained without effect for 8 (eight) calendar days, be entitled to terminate the Service Agreement, in which case the defaulting Party shall owe compensation equal to 3 months' Maintenance Fee as lump-sum compensation.
2. If a Party has suspended its payments or has been declared bankrupt or has applied for judicial reorganisation, the other party reserves the right to terminate the agreement unilaterally without notice of default, regardless of the right to compensation.

2.15 APPLICABLE LAW AND COMPETENT COURTS

The agreement is governed by Belgian law.

For disputes arising between the Service Provider and the Client as a result of a mutually concluded (partial) agreement, the Commercial Court of Ghent, Dendermonde division, shall have jurisdiction in the first instance.

3 GENERAL SLA CONDITIONS

3.1 SUBJECT

These 'General SLA Conditions' apply to all SLAs concluded between the Parties.

3.2 DURATION AND TERMINATION

1. Each SLA is concluded for a fixed term of one year (unless explicitly agreed otherwise).
2. The SLA is automatically and tacitly renewed for one year at a time, unless one of the Parties terminates the SLA at least 3 months before the end of the current term, by registered letter to the other Party. The notice period commences on the first day of the month following the date of termination.
3. The start and end dates of the SLA are stated on the (periodic) invoice.
4. The invoice for the renewal of the SLA is presented by the Service Provider to the Client 1 month before the end of the current period.

3.3 EXTENSIONS TO INSTALLATIONS

1. The Client is obliged to include extensions to the installation (HARDWARE or SOFTWARE/Licences/customisation) in this contract within the terms and conditions of this agreement.
The fees will be adjusted in proportion to the extension and in accordance with the rates valid at the time of the extension.
2. Extensions shall be added to the Service Agreement and shall be indexed at the start of the new maintenance period of the Service Agreement.

3.4 BREACH OF CONTRACT

1. In the event of serious breach of contract by one party, the other party shall, after sending a reminder by registered letter or bailiff's writ to the defaulting party, which has remained without effect for 8 (eight) calendar days, the other party shall be entitled to terminate the Service Agreement, in which case the defaulting party shall be liable to pay compensation equal to 3 months' Maintenance Fee as lump-sum compensation.
2. If a party has suspended its payments or has been declared bankrupt or has applied for judicial reorganisation, the other party reserves the right to terminate the agreement unilaterally without notice of default, regardless of the right to compensation.

3.5 INFRASTRUCTURE

It is the responsibility of the Client to provide the appropriate infrastructure to keep the software and/or hardware operational. System requirements may change over time, and the Client must keep track of these requirements (infrastructure relating to PCs, browsers, servers, network, switches, cabling, etc.).

3.6 REMOTE SUPPORT

1. The Client accepts that, upon its request for support, the Service Provider will provide support by taking over the application via remote support.
2. The Client is aware that downloading or remote support are means available to the Service Provider to access the Client's workstations and database in order to carry out the contractual interventions on the Service Provider's applications and associated data.
3. The Client undertakes to follow the technical instructions provided by the Service Provider regarding the configuration and operating system in order to enable remote support.
4. The Client undertakes to grant the necessary rights to the Service Provider in order to enable remote support. If necessary, the Client shall make someone from its IT department available to support the remote support.
5. The Service Provider confirms that it will only carry out interventions on the application it has installed and the associated data, possibly on all components that are necessary to keep the application operational.

3.7 CONTACT DETAILS OF THE SERVICE PROVIDER:

1. The helpdesk can be reached via :
 - telephone, on 03/780.97.87
 - e-mail, at helpdesk@emgroup.be
2. Availability and response: during office hours.

3.8 INTERVENTIONS

1. In principle, every request to our helpdesk will be dealt with within 8 working hours and completed as quickly as possible.
2. If on-site interventions are necessary, it is the responsibility of the Client to give the Service Provider access to the locations where the equipment (hardware/software) is located as quickly as possible.

It is the Client's responsibility to ensure that the power supply and network are in good working order.
3. At the Service Provider's request, the Client's power supply or network may need to be interrupted in order to carry out proper testing or repairs. The Client shall be on standby during each intervention to provide the necessary assistance.

3.9 MISCELANEOUS

If there are serious changes in the circumstances under which this agreement was concluded, the Service Provider has the right to renegotiate the existing agreement in whole or in part.

4 SPECIFIC SLA CONDITIONS (PER SLA)

Below is a description of the services included in the various types of agreements offered by the Service Provider.

Note: Historically, there are other contracts in circulation,
including for EM123s: Basic, Silver, Gold, (offered until the end of 2023)
including the Hardware Maintenance Contract, etc.
If a description of these is desired, it can be obtained upon simple request.

4.1 HARDWARE SERVICE CONTRACT (HSC)

4.1.1 Subject

The Service Provider's hardware that was purchased by the Client and that is listed on the periodic subscription invoice.

4.1.2 Services provided

The following applies to the equipment included:

- The Service Provider guarantees the operational functioning of the equipment.
The Service Provider may carry out any interventions to guarantee this operational functioning via Remote Support Services, or, if necessary, the Service Provider may carry out an intervention on site at the Client's premises.
- If the Service Provider decides that it is necessary to carry out an intervention on site, the travel expenses shall be borne by the Service Provider.
- Working hours and parts shall always be borne by the Service Provider.
- Replacement parts shall be supplied in accordance with the exchange agreement; defective parts shall become the property of EM Group.

4.1.3 Limitations

Exclusions from this contract:

- Maintenance on equipment not supplied/installed by EM.
- Repairs due to incorrect or careless use of the equipment (e.g. when foreign objects are present in tag lickers, motor readers, tag dispensers, etc.).
- Damage caused by: accident, transport, negligence, misuse, incorrect connections (electrical faults, incorrect voltage, connecting devices under voltage), but also insufficient ventilation and/or cooling of the equipment, etc
- Force majeure (such as flooding, lightning strike, fire, etc.).
- Water damage to the devices/materials.

4.2 USER HELPDESK CONTRACT (UHC)

4.2.1 Subject and services

With the UHC, the Service Provider offers assistance to the trained end user with the purchased/leased (SAAS) EM software.

This assistance is provided remotely (by telephone, email, screen sharing, etc.).

4.2.2 Limitations

4.2.2.1 *The following services are not covered by the contract:*

- Parameterisation and configuration of specific requirements requested by the Client, extensions and/or modifications.
- Training by the Service Provider.
- Work related to changes made to the application by the Client.
- Repair as a result of damage to information carriers at the Client's premises.
- Recovery of data lost as a result of an action by the Client.
- Separation and archiving of historical data.
- Performing periodic and recurring parameter settings, such as year-end operations/settings relating to new periods (vacation codes, counters, summer regimes, etc.).
- If the Client wishes to receive support on site, this will be charged on a time and materials basis in accordance with the current rates.

4.2.2.2 *Training*

- Users of the application at the Client's premises are required to undergo training before a UHC can be concluded.
- Only trained persons may call upon the services specified in this contract.

4.2.3 Costs

Support not covered by this SLA will be charged on a time and materials basis.

4.3 SOFTWARE MAINTENANCE CONTRACT (SMC)

4.3.1 Subject

The Service Provider's software, which was purchased (via purchase, rental, SaaS, etc.) and which is specified on the invoice to which this SLA applies.

4.3.2 Services

The Service Provider undertakes to repair all bugs that occur in the software during the term of the contract. This is subject to the condition that this software license has been installed in an environment accepted by the Service Provider.

4.3.3 Conditions

1. Within the context of the Software Maintenance Contract, the Client is entitled to the most recent version of the software license once a year. This right expires upon termination or suspension of the contract. This is subject to the condition that this version is installed and used.
2. Services relating to the following are not included in the contract:
 - Installation of upgrades or new versions,
 - Training in the installed software.
3. If customization is present, the services for upgrading the customization (installation and/or training) will be charged on a time and materials basis.
4. The Client is responsible for providing the correct environment for this version to function, based on the information provided by us.
5. The update of this version must be installed within 2 years of the installation of the previous most recent version.
6. The Client whose software is installed within the EM cloud environment is obliged to periodically (at maximum intervals of 2 years) follow the latest version.
7. Only at the initiative of the Service Provider can an upgrade be postponed without the Client losing any contractual rights.

4.3.4 Limitations

1. Only reproducible bugs (*) can be evaluated and possibly resolved by the Service Provider.
2. The Client is responsible for backing up its data. This only applies to data that the Client stores locally (on-premise).
3. The data in the cloud will be included in the backup plan by the Service Provider.
4. If the reproducible bug is related to programming for which the Service Provider is responsible, it will be analyzed further. The Service Provider does not guarantee a solution to defects caused by external circumstances and/or influences.

() Reproducible bugs: Must be demonstrated and repeated by and at the Client's premises. The bug must also be reproducible on a clean system at the Service Provider's premises, possibly using the Client's database and/or configuration.*

4.4 HOSTING CONTRACT

4.4.1 Subject

If the Service Provider makes its Cloud infrastructure available to the Client in order to enable the Client to use the software purchased from the Service Provider, a Hosting Contract must be concluded between the Parties.

4.4.2 Services

1. If a software application is offered via Hosting, it will be installed on a server managed by the Service Provider, on which the application will be made available to the Client.
2. The Service Provider will call on one or more partners who make the servers available for this purpose.
3. The Service Provider guarantees that the servers and data are located within the EU, in accordance with the GDPR.
4. The Service Provider (together with its partners) will provide the necessary backups and guarantee the operational functioning of the software.

4.4.3 Support and Maintenance:

- The Service Provider remains the point of contact for the Client, in accordance with the provisions of this contract.
- If necessary, the Service Provider will contact the Hosting Partner in order to provide the assistance requested by the Client.

4.4.4 Periodic Upgrades

- Updates to the servers (including the operating system, antivirus, etc.) are carried out at regular intervals. These intervals are not fixed but depend on the need to install necessary security and other patches.
- Updates to the application: these are carried out in consultation with the Client, with the exception of necessary upgrades relating to security and other urgent upgrades.

4.4.5 EM-cloud changes:

If it is necessary for the Client to implement certain infrastructure changes (e.g. due to changes in security or other circumstances within the cloud environment), the Client shall always follow these guidelines from the Service Provider and implement them within the agreed period.

4.5 EM123 – COVERAGE CONTRACT

4.5.1 Subject

With the EM123 Coverage Contract, the Service Provider offers:

- the necessary guarantees on the EM123 device;
- the 'EM-Cloud Dock' application, which is located in the Service Provider's data centre and is necessary for the operational functioning of the EM123 device.

4.5.2 Services

- Use of the 'EM-Cloud Dock' application
- Remote firmware upgrades of the EM123 device
- Repairs to the device, full comprehensive cover:
 - o Parts
 - o Travel
 - o Working hours

4.5.3 Limitations

Defects with an external cause (e.g. external impact on the device, power surge, incorrect installation of the device, lightning, fire, water, etc.).

4.5.4 Included hardware

The services relate to the EM123 device and, in accordance with the invoice, may also include optional hardware (modem, QR reader, smartphone reader, older CP2 readers, etc.).

4.5.5 Special conditions

A number of services (including the use of cloud servers) are services and licences that the Service Provider purchases from third parties (including Microsoft, data centres, etc.). Any price increases or modified formulas charged by the third party will be passed on to the client in addition to indexation.

4.6 SAAS CONTRACT

4.6.1 Subject

Software that is purchased on a periodic basis (SAAS) (e.g. monthly rental, annual invoicing).

Since 2024, SaaS has been the only formula offered. EM provides the hosting for the software.

4.6.2 Services

The following contracts are included in a SAAS contract:

- User Helpdesk contract (see above)
- Software Maintenance contract (see above)
- Hosting contract (see above)

4.6.3 Additional services

The following services are charged periodically on the subscription:

- 'Galantis Software Assurance': This option ensures that a new version can be installed by our services, in which case no installation costs will be charged. Training and guidance will be charged and invoiced separately.
- 'Galantis Software Assurance Plus': same as Software Assurance, with an additional 1 hour of Teams support to explain the new features to HR managers. Extensive training on this subject is always provided in consultation with the Client and is charged on a time and materials basis.