







# WE ARE LEAN AND AGILE

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### Terms and conditions



**Engage Process** 

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The Netherlands www.engageprocess.com

General Terms and Conditions of Engage! Software BV, working under trade name Engage Process

### **Article 1 Subject**

- 1.1 Engage! Software BV, working under its tradename Engage Process ("Engage") shall make the software as defined in the quotation remotely available to Customer (by use of the Internet), without providing a physical copy to Customer (a so-called SaaS service). These general terms and conditions describe under which conditions the online access to this SaaS service will be provided to Customer.
- 1.2 These general terms and conditions also stipulate under which conditions Engage offers maintenance, support and coaching services, as well as training courses related to the SaaS service.

Article 2 Access to the SaaS service

- 2.1 Engage grants to Customer the right of access to the SaaS service as described in the quotation.
- 2.2 In order to access the SaaS service, Engage will provide the initial username(s) and password(s) to Customer. Hereafter, Customer can create or change username(s) and/or password(s). Usernames and passwords are strictly personal. Under no circumstances may this information be provided to other parties by Customer and/or one of its users, except within the Customer's own organization.
- 2.3 Engage is entitled to change the assigned username(s) and/or password(s). Customer agrees to treat the username(s) and password(s) confidentially and with care and to make these known only to authorized persons. Engage is not liable for damages and costs resulting from abuse of the username(s) and/or password(s) unless the abuse has been made possible as a direct result of an act or omission of Engage.
- 2.4 If Customer fails to fulfil its obligations under these general terms and conditions and the quotation, understood to include but not be limited to payment of owed compensation for the services as described in this agreement, Engage has the right to deny Customer access to the SaaS service and/or to temporarily suspend access.
- 2.5 Customer is responsible for the management and monitoring of the settings, the use of the SaaS service and the manner in which the results obtained via the SaaS service are used. Engage is not responsible for data conversion, except as explicitly stated in the quotation. Engage is also not responsible if the SaaS service is used offline.
- 2.6 Engage may modify the content of the SaaS service. In the event that a modification results in a change in fees, Engage will notify Customer of the change in writing. Customer is then entitled to terminate the agreement in writing, by the date on which the modification takes effect, unless the modification is due to changes in laws and regulations.
- 2.7 Engage may provide the SaaS service using new or modified versions of the underlying software used by the SaaS service.
- 2.8 Engage is not required to provide Customer a copy of the underlying software and/or source code, in any manner whatsoever.

2.9 Engage will perform a daily backup of Customer's data. This backup is kept for two weeks.

#### **Article 3 Services**

- 3.1 Engage will maintain the SaaS service. This maintenance includes, among other things, maintaining knowledge of the SaaS service and underlying software, fixing discovered bugs to the extent that Engage considers relevant, developing new or modified versions of the underlying software if Engage considers doing so relevant, and providing a support help desk such as described below.
- 3.2 Engage is entitled to temporarily suspend the SaaS service due to maintenance in any form whatsoever. Engage will do so only as long as is necessary for maintenance purposes and, where possible, will do so outside the normal business hours of the Netherlands. If this maintenance takes place within normal business hours as stated above, Engage will inform Customer.
- 3.3 Engage will perform the service to the best of its ability with due care, where appropriate in accordance with the written agreements and procedures made with Customer. All services will be performed based on a best efforts obligation.
- 3.4 Engage will perform the following support services for Customer:
  - Service Center: Engage's service centre is available during office hours by telephone at +31 20 530 7280 or e-mail at support@engage.nl. Support requests will be handled within 24 hours, during office hours.
  - An extensive digital and printable manual has been incorporated in all products.
  - Instruction videos: An extensive library is available via the Internet.
  - User conferences are organized on a regular basis.

- 3.5 Engage offers the training courses as described in the quotation. Engage also offers coaching as described in the quotation. These services are provided at the rates included in the quotation.
- 3.6 In the event that Engage employees perform activities at Customer's location, Customer will provide, free of charge and within reason, the desired facilities of those employees, such as, if applicable, a workspace with telecommunication facilities, etc. Customer shall indemnify Engage against claims from third parties, including Engage employees, who in connection with implementing the agreement suffer damage as a result of an act or omission of Customer or of

unsafe situations in Customer's organization.

3.7 Engage does not guarantee that the software underlying the SaaS service is free of errors, nor that it shall work uninterrupted at all times.

### **Article 4 Due compensation**

- 4.1 All prices are exclusive of sales tax (VAT) and other taxes that are imposed by the government.
- 4.2 Customer is responsible for paying in advance the charges as described in the quotation. With regard to periodic charges, Engage is entitled to adjust the applicable prices and fees by providing written advance notice of at least three months.
- 4.3 If Customer does not agree with an adjustment of prices and fees as made known by Engage according to Article 4.2, Customer is entitled to terminate or cancel the agreement in writing within seven working days of Engage's notification as intended by the articles. Such termination or cancellation shall take effect as of the date on which the price or fee adjustment would occur as given in Engage's written notice.
- 4.4 Engage is entitled in all cases to adjust the agreed upon prices and fees by written notice to Customer for services that, according to the related schedule or according to the

agreement, shall be delivered on a date that is at least three months after the date of such notice.

- 4.5 All invoices shall be paid by Customer according to the payment terms stated on the invoice. In the absence of specific conditions, Customer shall pay within thirty days of the invoice date.
- 4.6 If Customer fails to pay the amounts due within the agreed period, Customer shall, without any required notice, owe the statutory commercial interest on the outstanding amount. If, after being given notice, Customer remains negligent in paying the amount due, the claim may be transferred to an external party in which case Customer, in addition to the existing amount due, shall also be responsible for full compensation of judicial and extra-judicial costs, including any fees charged by external experts, in addition to the legally incurred costs related to the collection of the claim or otherwise of the exercise of rights, such costs determined to be a minimum of 15% of the total amount.
- 4.7 If, when entering into an agreement, Engage and Customer do not agree on a price for specific services, Engage shall determine the payment for its services based on actual costs. If the compensation of Engage's services is calculated based on actual costs, this calculation shall occur based on the number of hours specified by Engage related to the service, except in so far as Customer demonstrates that Engage's specification is incorrect.
- 4.8 Customer rights are granted or, in this case, transferred under the condition that Customer fully and timely pays the agreed compensation.

### **Article 5 Duration of the agreement**

- 5.1 This agreement shall take effect on the date of signing of the quotation and shall be valid for the period of time as agreed in the quotation. If no period is specified in the quotation, the agreement shall be valid for the initial period of one year.
- 5.2 The agreement shall be automatically renewed each year with the same period as the existing agreement, unless one of the Parties terminates this agreement in writing prior to the end of the agreement period, observing a notice period of two months.

5.3 Each of the Parties is entitled to dissolve the agreement due to an attributable shortcoming in fulfilment of the agreement only if the other party attributively fails to comply with substantial obligations of the agreement and in all cases after a detailed written notice is given in which a reasonable period is indicated for eliminating the deficiency. Customer's payment obligations and all other obligations of cooperation by Customer or a third party arranged by Customer are always deemed to be substantial obligations of the agreement.

5.4 If Customer has already received services in the implementation of the agreement at the time of dissolution as referred to in Article 5.3, then these services and the associated payment obligation shall not be subject to cancellation, unless Customer proves that Engage is in default with respect to a substantial part of those services. Amounts that Engage has invoiced before the dissolution in relation to that which it has already satisfactorily implemented or delivered pursuant to the agreement remain fully payable, taking into account that which is stipulated in the previous sentence, and become immediately claimable at the moment of the dissolution.

5.5 Customer is never entitled to prematurely cancel an agreement, which is valid for a fixed period of time, for services or for tasks.

5.6 Either party may without formal notice terminate the agreement in whole or in part in writing effective immediately if the other party is granted temporary or permanent suspension of payment, if bankruptcy is requested by the other party, if the business of the other party is liquidated or terminated other than for the purpose of reconstruction or merger, or if there is a change in decisive control of Customer's business. As a result of such termination, Engage is never to be held to any restitution of already received monies or to any compensation for damages. In case of bankruptcy of Customer, the right of Customer to usage of the services expires by operation of law.

#### **Article 6 Privacy**

6.1 Customer indemnifies Engage against claims of persons whose personal data are registered or processed within a framework of a personal registration that is kept by

Customer or for which Customer is otherwise legally responsible, unless Customer proves that the facts on which the claim is based are solely attributable to Engage.

6.2 The responsibility for the data that are processed in using the services provided by Engage lies solely with Customer. Customer guarantees to Engage that the content, the use and/or processing of the data are/is not illegal and do/does not infringe on any rights of a third party. Customer indemnifies Engage against any legal claims from third parties, for whatever reason, related to these data or the implementation of the agreement.

6.3 If Engage must incur costs to support Customer with meeting its responsibilities as described in this Article, then Customer shall reimburse these costs according to Engage's prevailing fees.

### **Article 7 Liability**

- 7.1 The total liability of Engage due to an attributable shortcoming in the fulfilment of the agreement or for any other reason, specifically including any failure to comply with a warranty obligation made by Customer, is limited to compensation of direct damage up to a maximum amount equal to the price stipulated in the agreement (exclusive of VAT). This limitation of liability shall apply by analogy to the indemnification obligations of Engage. If the agreement is primarily a continuation agreement, the stipulated price in the agreement is set at the total compensation (exclusive of VAT) for six months. In no event shall the total liability of the supplier for direct damage, for whatever reason, exceed €45,000 (forty-five thousand Euro).
- 7.2 Engage's liability for damage for death or bodily injury or liability due to material damage shall never exceed the benefit of the liability insurer minus the deductible. Reimbursement shall in no event exceed €200,000 (two hundred thousand Euro).
- 7.3 Engage's liability excludes indirect damage, consequential damage, lost profit, lost savings, loss of goodwill, damage due to business interruptions, damage due to claims of customers of Customer, damage related to the use by Engage of Customer's authorized products, material or programs of third parties, and damage related to the engagement of

suppliers authorized by Customer to Engage. The liability of Engage due to mutilation, destruction or loss of data or documents is also excluded.

- 7.4 The exclusions and limitations of the liability of Engage, such as described in the preceding paragraphs of this Article, leave the remaining exclusions and restrictions of Engage's liability entirely unrestricted.
- 7.5 The exclusions and limitations referred to in this Article shall not apply if and in so far as the damage is the result of intent or deliberate recklessness of the management of Engage.
- 7.6 Unless compliance by Engage is permanently impossible, Engage's liability exists due to an attributable shortcoming in fulfilment of the agreement only if Customer gives prompt written notice to Engage, in which a reasonable period is indicated for eliminating the deficiency, and Engage also remains after this period attributively falling short in the fulfilment of its obligations. The written notice must contain a description of the shortcoming, which is as complete and detailed as possible, so that Engage is given the opportunity to adequately respond.
- 7.7 A condition for the existence of any right to compensation for damage is always that Customer provides written notice to Engage of the damage as soon as possible. Any claim of compensation for damage against Engage expires after the mere lapse of six months after the claim arises.
- 7.8 Apart from the cases mentioned in this Article, no liability for compensation for damage rests with Engage, regardless of the grounds on which an action for compensation for damage could be based.

### **Article 8 Confidentiality**

8.1 Each of the parties assures that all information of a confidential nature received from the other party before and after entering into the agreement shall remain private. Information shall be, in any case, considered confidential if this is indicated as such by one of the parties. Customer understands that the content and operation of the SaaS service is considered confidential.

8.2 Customer shall promptly notify Engage in writing of any (possible) violation of this Article. Customer shall also do everything possible, either by its own initiative or upon Engage's request, to minimize any possible damage for Engage.

### **Article 9 Force majeure**

9.1 None of the parties is required to comply with any obligation if it is prevented in doing so as a result of circumstances outside its control. Under circumstances outside its control are, in any case but not exclusively, understood an improper compliance with obligations by suppliers authorized to Engage by Customer; governmental measures; electricity disruptions; interruptions in the operation of the Internet, computer network or telecommunications facilities; war; work occupancy; strikes; general transportation problems; and the unavailability of one or more staff members not due to the fault of Engage.

9.2 When the force majeure situation has lasted more than ninety days, parties are entitled to terminate the agreement by written notice of cancellation. That which has already been performed under the agreement will be settled proportionately, moreover without any obligation of parties to each other.

#### **Article 10 Intellectual property**

All intellectual or industrial property rights of software, equipment or other material developed or made available under the agreement, such as analyses, designs, documentation, reports, quotations, as well as preparatory material of such, rest exclusively with Engage or its licensors.

#### **Article 11 Other provisions**

11.1 In the event that Customer is a consumer, who does not use the SaaS service in the exercise of his or her profession or business, then he or she normally has the right of

return. However, due to the nature of this SaaS service, a consumer does not have this right in this case.

- 11.2 The application of possible purchase or other conditions of Customer is expressly not allowed.
- 11.3 If any provision of these general terms and conditions is invalid or annulled, the remaining provisions of these general terms and conditions shall remain in full force, and Engage and Customer shall enter into consultations to agree on new provisions to replace the invalid or annulled provisions, whereby the aim and scope of the invalid or annulled provision is observed as much as possible.
- 11.4 All (delivery) dates mentioned by Engage are established to the best of its knowledge based on the information known to Engage upon entering into the agreement, and they shall be observed as much as possible; the sole failure to meet a mentioned delivery date does not put Engage in default. Engage is not bound to (delivery) dates that, due to circumstances beyond its control that have arisen after the agreement has been entered into, can no longer be met. If failure to meet a date threatens to occur, Engage and Customer shall enter into consultations as soon as possible.
- 11.5 In the case of export of equipment, components or software by Customer, the relevant export provisions apply. Customer shall indemnify Engage against all claims of third parties related to breaches of the applicable export provisions attributable to Customer.
- 11.6 All provisions that by their nature are intended to continue to apply after the end of the agreement, such as the provisions concerning confidentiality and intellectual property, shall remain in force after the end of the agreement.
- 11.7 The agreement may be amended if Parties jointly agree in writing.
- 11.8 The agreement is governed by Dutch law.
- 11.9 Any disputes between Parties which may arise from the agreement or as a result of further agreements will be settled through the courts of Amsterdam.

### **Privacy & Security Policy**

Updated in August 2016.

Engage! Software BV, working under its tradename Engage Process ("ENGAGE") recognizes that many of our customers are subject to certain privacy-related laws that govern the handling of personal information. We seek to support our customers' compliance to such laws by providing a privacy and security policy.

#### 1. Privacy Statement

- For data on ENGAGE's website, ENGAGE provides assurances around the types of information collected, how that information may be used, and how that information may be shared. This includes security measures.
- ENGAGE offers individuals the opportunity to manage their receipt of marketing and other non-transactional communications.
- ENGAGE offers individuals the opportunity to update or change the information they provide to the company.

### 2. Responsibilities

- ENGAGE has multiple individuals responsible for security and security-related matters. The CEO is responsible for ENGAGE's security program and personnel, including information, product, and corporate security, enterprise risk management, and technology audit & compliance.
- This Privacy & Security Policy of ENGAGE is part of our personnel handbook. All personnel is required to follow the confidentiality, privacy, and information security policies.

• ENGAGE regularly discusses with its personnel information security awareness issues and the obligation to safeguard confidential information, including customer data and personal information. These discussions take place during regular company team sessions.

### 3. Contractual Privacy Protection and confidentiality

- Engage will not disclose customer confidential information, including customer data, except under certain narrowly defined circumstances, such as required by law.
- ENGAGE shall not access customer's accounts, including customer data, except to maintain the service, prevent or respond to technical or service problems, at a customer's request in connection with a customer support issue, or when required by law.

#### 4. Customer communications

ENGAGE strongly encourages customers to adopt industry-standard solutions to secure and protect their authentication credentials, networks, servers, and computers from security attacks.

- We communicate with our customers about current issues and trends through our newsletters and websites.
- We offer security-related sessions at our customer conferences and webinars.

### 5. **Technology**

ENGAGE maintains a comprehensive array of technical measures to protect the ENGAGE service and offers a set of customer-controlled settings to further heighten privacy and security protection.

- When creating a new user account for a new customer, ENGAGE will forward the customer login data to the designated key user of such customer. The key user username preferably is the direct email address of this key user. When ENGAGE or its systems generate a new password, the user is requested to change this temporary password at first log-in. The temporary password will expire after 15 days.
- Customer is the only one who can create additional accounts for a

multi-user environment. Every new user will get a temporary password by e-mail with the (enforced) request to change it at first login.

- Customer's passwords are not accessible by ENGAGE personnel.
- Application logs record the creator, last update and timestamps, for every record and transaction completed.
- Access to the customer's User Manager for the software solution is limited to the customer. ENGAGE support staff will access this user manager only after specific approval from the customer to this extend.
- The ENGAGE support desk can only access customer's data by using the login data that is provided by the customer. No customer login data is kept in files or CRM systems by ENGAGE.
- Customers can restrict access to the ENGAGE solutions by defining IP-addresses from which their account may be accessed. ② Customers can restrict access to allow login using HTTPS only.

- Software configurations are designed to provide secure logical separations of customer data that permit each customer to view only its related information.
- Multi-tenant security controls include unique, non-predictable session tokens, configurable session timeout values, password policies, sharing rules, and user profiles.

### 6. Hosting

- ENGAGE solutions are hosted by Microsoft Azure.
- Microsoft Azure has a strong certification and compliance policy which can be found via http://azure.microsoft.com/enus/support/trust-center/.
- Network security measures as set by Microsoft Azure apply.
- The ENGAGE service is highly scalable and redundant, allowing for fluctuation in demand and expansion of users while greatly reducing the threat of outages. The production servers of Microsoft Azure are three-fold redundant on basis of mirroring.
- All customer data is stored in secure data centres and is replicated over secure links to a disaster recovery data centre. This design provides the ability to rapidly restore the ENGAGE service in the case of a catastrophic loss.
- In addition to our disaster-recovery capabilities, customer data is backed up to disk in a separate data centre.
- The database of ENGAGE solutions is only accessible from the ENGAGE offices. The database may only be accessed by the development staff. The database is only accessed to install new releases or to manual create an (extra) backup.
- The production servers are hosted by Microsoft Azure. ENGAGE personnel has no access, directly or indirectly to these servers. The servers are located in North Western Europe; the exact physical location of the servers is not known by ENGAGE personnel.

### 6. Password policy

- All passwords need to be of a minimum length of 8 characters and should contain at least one digit, one uppercase character and one lowercase character. All temporary password (e.g. after adding accounts, users or resetting password) that are generated will expire after 15 days.
- After 3 invalid login attempts the account will be blocked for 15 minutes.

### Change

ENGAGE is entitled to change this Privacy & Security Policy. A New version of this policy will be provided through our website.

### **Accessibility & Security of Engage Process Suite**

March 2017

This information is provided for information purposes only. No rights can be obtained from any part of this information.

General – Development and structure.

The Engage Process Suite is developed by the in-house development staff of Engage Process, in The Netherlands. The development staff has been working on the Process Suite since the start of Engage Process in 2008. All intellectual property and copy rights are the ownership of Engage Process.

Engage Process is a privately held and profitable organization, registered at the Dutch Chamber of Commerce with number 30240102 under its official name Engage! Process B.V. All shared are held by the founder, management and employees of Engage Process. Engage Process is a trade name of Engage! Software B.V.

All products (or solutions) of Engage Process are offered to customers as SaaS (Software as a Service) via annual subscriptions.

The solutions of Engage Process are only offered as standard solutions. There are no customized or other non-standard versions of any part of the Process Suite.

New functions and features are constantly added to the Process Suite. New functional versions of the Process Suite are put into production 2-3 times per year with no interruption to users. Users are informed about any new features and functions by email. Technical updates containing small technical changes are put into production on a more regular basis.

### **Hosting - Microsoft Azure**

All Engage Process solutions are hosted with Microsoft Azure. This hosting party was selected for its ultra high level of compliancy, security, global presence, redundancy, and also for its flexibility, compatibility with industry standards and automatic scalability options.

Details of the compliancy and certificates of Microsoft Azure can be found via: <a href="https://www.microsoft.com/en-us/trustcenter/compliance/complianceofferings">https://www.microsoft.com/en-us/trustcenter/complianceofferings</a>

Detail about the Service Levels are reflected on the Microsoft Azure website via <a href="https://azure.microsoft.com/en-us/support/legal/sla/cloud-services/v13/">https://azure.microsoft.com/en-us/support/legal/sla/cloud-services/v13/</a>

and:

https://azure.microsoft.com/en-us/support/legal/sla/sql-database/v1 1/

### **Accessibility Standards**

What accessibility standards does Engage Process meet? WCAG 2.0 AAA WCAG 2.0 AA or EN 301 549 WCAG 2.0 A.

WCAG guidelines are primarily targeted towards websites. These guidelines are meant to ensure that (government) website can be found easily, are accessible to all citizens, provide good speeds to all visitors etc.

The Engage team makes its tooling geared for use by organizations only, aimed at process management functions. Engage is in regular contact with all its customers and continuously checks for usage feedback from its customers. In this Engage has a high focus on ease-ofuse, both for its easy functions and its highly specialized process improvement

functions. All products are continuously improved with new functional releases 3x per year and new technical releases over 20 times per year. In those releases accessibility improvements are made as needed.

How is the Engage Process Suite accessible?

The Engage Process Modeler / Suite is a SaaS service. It can be used via the internet via any html5 compliant browse. Javascript / cookies must be enabled. The tooling can be used via http or https, this to be decided by every individual organization using the tooling. Also, the organization can choose to limit its subscription to be used only from a limited number of IPaddresses.

How does Engage Process guarantee that users aren't affected by the demand that other users are placing on the service?

Engage Process solutions are hosted by Microsoft Azure with Automatic Upscaling based on %CPU Usage.

### **Testing and Security**

Is penetration testing performed?

Engage Process solutions are hosted by Microsoft Azure. Microsoft Azure is a highly certified hosting environment that is compliant with the highest standards in the world. It is monitored and tested in many ways on an ongoing basis by Azure's staff. See the Microsoft Azure compliance and security sections as referred earlier in this document.

What level of availability does Engage Process offer?

The availability performance of Microsoft Azure is among the highest in the world. Also, any product update by Engage Process is staged for production without any disruption to production.

How is the Engage Process service designed to be resilient.

Our database and other storage is mirrored on three servers. Using Microsoft Azure we can spawn new or additional servers for the app and web services within 15 minutes whenever an expansion is needed. We can even distribute them over several geolocations if needed.

How does Engage Process report outages?

The Engage Process Suite has been available as a SaaS service for 6 years now, always hosted with Microsoft Azure. During this time our customers have experience 1 outage of 10 minutes and 1 outage of 2 hours. The Microsoft Azure service ranks among the highest reliable available in the world. The instances are so rare that we have not seen a need to monitor or report outages.

Is the security governance accredited to a standard?

The Engage Process solutions are hosted with Microsoft Azure. See the first section of this paper for all certifications of Microsoft Azure.

What information security policies and processes does Engage Process follow?

In addition to the extensive Compliancy standards and certifications of Microsoft Azure, Engage Process has a Privacy and Security Policy that is signed by all personnel. Please see attached for details.

Which are the configuration and change management processes?

The Engage Process solutions are completely developed in-house by dedicated development staff. The developed team uses scrum standards. New functions and features are continuously developed, configured into the tooling and deployed following 2-week "sprints".

Which are vulnerability management processes of Engage Process?

The Engage Solutions are hosted by Microsoft Azure. Microsoft Azure is highly certified and full time monitored by Microsoft Azure staff. Engage does not add any extra monitoring to that. Trusting the service of Microsoft Azure we have not experienced a single threat in the past 6 years.

As far as responsiveness of the development team is concerned; Engage Process development staff has built a strong reputation in the past 6 years, since the start of the SaaS service of our products, to find-fix-deploy a patch or complete solution to any bug in the software within 1 working day. The team is highly responsive and has proven its ability to find solutions instantly.

How often does Engage Process test the system access controls?

System access controls are not tested separately other than done by hundreds of users on a daily basis. Any challenges by customers are reported – if any – immediately. If a technical failure (bug) would occur, then these are reported automatically by the software to the development team. Up to now these have only occurred due to "bugs" in the software. Mostly the find-fix-deploy is completed within a couple of hours.

The fast majority of bugs or challenges found / reported by customer is in specialized and non-critical functions of the Process Suite, like process simulations, that are only used by experts. The regular process management functions are then not disturbed.

How is authentication management for the Process Suite done?

Engage Process offers access via username and password. Https can be elected by the customers as well as limiting use of the service from a limited number of IP-addresses.

Overall, Customers find the security offered by Engage Process to be highly sufficient given the nature, the use and the confidentiality of the service.

# **COMPANY INFORMATION**

# **Company Information**

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