

End User License Agreement



 **Workspace365**
Everything Simplified.

Workspace 365 End user license agreement

Thank you for choosing Workspace 365. This End User License Agreement ("EULA") applies to your use of Workspace 365 and forms part of the overall agreement between you and New Day At Work B.V., Berencamperweg 6D, 3861 MC Nijkerk, the Netherlands ("we," "us," or "our"). This EULA explains what you're allowed to do with Workspace 365, what we provide, what's expected from users, and what happens if something goes wrong. By signing into Workspace 365 for the first time, you confirm that you accept and agree to this EULA. If you are an Administrator, you shall ensure that End Users within your organization comply with this EULA..

1. Definitions

- A. An "administrator" is an end-user that has been assigned with admin rights for a specific domain.
- B. Affiliate: Any entity that directly or indirectly controls, is controlled by, or is under common control with a party.
- C. When we use "domain" below this identifies a cc or top-level domain for which one or more subscriptions for Workspace 365 have been activated.
- D. End User: An individual employee or contractor of the Licensee authorized to use Workspace 365.
- E. Licensee: The business entity that subscribes to and uses Workspace 365.
- F. A "subscription" is an individual right to use the functionality of Workspace 365 for a specific period of time. A subscription can be for the portal functionality of Workspace 365 or for Business Apps which provide additional functionality that is specific to your business.
- G. Workspace 365: The cloud-based digital workspace platform described in Section 3.

2. Scope

- A. Workspace 365 hereby grants to Licensee, its Affiliates and End Users a worldwide, non-exclusive, non-sublicensable, non-transferable license to use Workspace 365 in accordance with this EULA and subject to payment of all applicable fees. Licensee may deploy the number of Subscriptions it has activated via the authorized provisioning tool. Workspace 365 shall permit audits once per 12 months with 30 days' notice to verify compliance; any over-use will be invoiced at standard rates.
- B. For each individual subscription for Workspace 365 we will provide you with account access details.
- C. If you are not an administrator, you acknowledge that your subscription for Workspace 365 is managed by your administrator. Your administrator can access your content and change, restrict or terminate your subscription for Workspace 365.
- D. We may elect not to show this EULA to end-users that are not an administrator. To cover for this, you agree that if you are an administrator, you are responsible for ensuring that each end-user acts in accordance with this EULA.

3. Workspace 365

- A. Workspace 365 is a cloud-based digital workspace that brings together communication, content, and applications in a unified interface. It includes:
 - Core workspace functionality (navigation, user interface, single sign-on),
 - Live Tiles connected to third-party systems,
 - User-generated content (e.g. Communities, Knowledgebase, Hub announcements),
 - An optional AI assistant that helps users interact with Workspace 365 content and integrations,
 - Integration tools for connecting with external systems (e.g. ticketing, HR, finance) using our integration framework.

Customer-specific data (such as posts, documents, preferences, and connection configs) is stored securely in Azure under our control. Certain indexed data (e.g. search, logging) may be stored in systems like Elasticsearch (self-hosted), and usage data may be analysed via Pendo in anonymised form.

- B. Some functionality within Workspace 365 (such as document integration or calendar sync) may require a valid Microsoft 365 (formerly Office 365) subscription. You are responsible for acquiring and maintaining those licenses if needed. Workspace 365 will still function in a reduced capacity without these services.

- C. We use Microsoft's standard APIs to connect to Office 365 where applicable. We will do our best to maintain these integrations, but Microsoft may change APIs or licensing terms. If this prevents us from continuing a feature, we'll inform you and you may terminate your subscription. Termination is your only remedy; we are not liable for resulting damages.
- D. We are not responsible nor liable for availability or performance issues caused by Office 365, Entra ID, or third-party applications outside our control.
- E. You are responsible for the content submitted by your users. Workspace 365 is not intended for processing of sensitive or special-category personal data (e.g. health, political, biometric), and you must ensure that users do not enter such information into Communities, Hub posts, or free-text fields.
- F. You are responsible for managing and securing any third-party systems connected to Workspace 365 using the integration framework, including any API keys, credentials, or OAuth2 tokens configured by your administrators.
- G. We may add, change, or remove features from time to time as part of ongoing product development. If a material change significantly reduces functionality, we will inform administrators in advance and you may terminate your subscription if needed.

4. Your obligations

- A. You agree that you will use Workspace 365 in a responsible and diligent manner and will refrain from any actions that may lead to a reasonable risk of damages for us. This means for example that you shall not: Licensee and End Users shall use Workspace 365 responsibly and comply with applicable laws. Licensee expressly agrees to comply with all applicable laws and regulations, including without limitation export control laws, economic sanctions, and other trade compliance requirements. Licensee shall also ensure compliance with all applicable export control, sanctions, and other trade regulations. Prohibited activities include:
 - Generate or facilitate unsolicited bulk commercial email;
 - Violate, or encourage the violation of, the legal rights of others;
 - Use Workspace 365 for any unlawful, invasive, infringing, defamatory or fraudulent purpose;
 - Intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes or other items of a destructive or deceptive nature through Workspace 365;
 - Interfere with the use of Workspace 365 or the equipment used to provide it;
 - Test or reverse-engineer Workspace 365 for any purpose not specifically allowed by applicable mandatory law, and
 - Use Workspace 365 in a manner not authorised by us.
 - You are responsible for securing your account access details in such a manner that they are reasonably protected against unauthorised use.

5. Privacy and information security

- A. We will process personal data stored within Workspace 365 or any other provisioning tool we use in accordance with our Data Processing Agreement (DPA), which applies by default between you and us. A signed copy of this DPA is available on request. If you are a data controller and local laws require a co-signed version, you may download and co-sign the document. Please send us a PDF copy of the fully signed agreement in such cases.
- B. Any personal data stored in Exchange and /or SharePoint will be subject to the applicable Microsoft terms and conditions, including the processing agreement template terms provided by Microsoft Corporation. You agree that we shall not act as a controller or processor with respect to this personal data and that Microsoft Corporation shall be solely liable for any damages incurred by your customer or by an end-user as a result of any processing of such data. This means for example that we shall not be liable for any transfers of personal data outside of the territory of the European Economic Area to the extent that this data is hosted by Microsoft.
- C. Some features may use artificial intelligence hosted within our Azure infrastructure (e.g., Azure OpenAI in Sweden Central). These services process data under our control and do not use customer data to train or improve models.
- D. The AI assistant's access to content and integrations is determined by Workspace 365 administrators. You are responsible and liable for configuring which data sources are available to the assistant and for informing users of appropriate use.
- E. We may retain certain system and activity logs (e.g. configuration changes, admin actions) for audit and security purposes. These are stored in secure, access-controlled environments.

6. Limitation of liability

- A. Our total liability for any damages that you may incur as a result of your use of Workspace 365 or our violation of this EULA, is limited to direct damages with a maximum per claim that is equal to the amount you have actually paid as fee for Workspace 365 for the relevant domain during the preceding 12 calendar months or EUR 50.000,-, whichever amount is lower. If multiple claims relate to one single incident, these claims shall be regarded as one single claim for the purpose of determining our maximum liability.
- B. We are not liable for any indirect damages. Indirect damages include but are not limited to: consequential damages, loss of profit, loss of revenue, loss of savings and damages due to loss or corruption of (customer) data and documents.
- C. We are not responsible for any loss or corruption of data stored in third-party systems (such as SharePoint or external file servers), or in Workspace 365 content features (such as Communities or Knowledgebase), unless the issue was caused directly by a failure in our systems. In such cases, our liability is limited as described in Sections 6A and 6B.

- D. Our total liability for damages resulting from damages to property, death or personal injury is limited to an amount of EUR 1.000.000,-.
- E. You agree that to the extent we are liable for damages as described in this article 6 such liability can only be invoked by the administrator and not by regular end-users.

7. Term, termination and exit

- A. This EULA applies for the term of your subscription(s) for Workspace 365.
- B. We can terminate this EULA immediately by sending you an e-mail letter if one of the following situations applies:
- C. In case of a single violation of this EULA if the nature of the violation has the reasonable effect of putting us at risk of a termination by Microsoft of our access the Microsoft API's that we require to provide Workspace 365 to you;
- D. After the date of expiration of the term of the subscription we will be entitled to delete all data that we have stored in relation to your subscription.
- E. Unless otherwise required by law, we will permanently delete all personal data within 30 days of subscription termination, in line with our Data Processing Agreement.

8. Governing Law

- A. This agreement is subject to the laws of the Netherlands.
- B. Disputes shall be settled by the competent courts in the legal district of Midden-Nederland.
- C. Prior to initiating any legal proceeding, the parties agree to attempt in good faith to resolve any dispute arising out of or relating to this EULA through mediation for a period of 30 days.

10. Miscellaneous

- A. Entire Agreement: This EULA, Order Form, MSA, SLA, and DPA constitute the entire agreement.
- B. Amendment: Changes require written agreement, except minor updates published with 30 days' notice. Non-substantive changes (e.g., updates to contact information or address changes) may be implemented by Licensor without Licensee's signature, provided Licensor issues notice via email.
- C. Assignment: Licensee may not assign without Licensor consent,