

General terms and conditions for the development of bespoke functionality



 **Workspace365**

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Workspace 365 | General Terms and Conditions for the Development of Bespoke Functionality

Version August 2025

These general terms and conditions apply to all offers and agreements between New Day at Work B.V., located at Berencamperweg 6D, 3861 MC Nijkerk, the Netherlands ("we", "us" or "our") and any customer ("you") regarding the development of bespoke functionality in Workspace 365 or related Business Apps. These terms are aligned with our current legal, privacy and information security frameworks, including our End User License Agreement (EULA), Data Processing Agreement (DPA), and our Privacy & Security policies.

1. Definitions

The following terms are used throughout these terms and conditions:

- **Agreement:** The written agreement between you and us consisting of our offer, functional design, project planning, and these terms.
- **Bespoke Functionality:** Custom-developed functionality as described in the functional design.
- **Business App:** Functionality provided on top of Workspace 365 for a supplementary fee.
- **Defect:** A material deviation of the delivered Bespoke Functionality from the agreed functional design.
- **Functional Design:** The written specification of the Bespoke Functionality.
- **Sprint:** A fixed period in which a defined scope of development work is delivered.
- **IP Rights:** All intellectual property rights, including copyright and know-how.

2. Scope and Acceptance

2.1 An Agreement is formed once you accept and sign our offer.

- 2.2 We will develop the Bespoke Functionality based on your request and in accordance with the Agreement. You agree to pay the applicable development fee as stated in the offer.
- 2.3 Unless otherwise agreed, all bespoke development shall be made available as part of Workspace 365 or a Business App, and may also be offered to other customers. Bespoke development does not grant you exclusivity or ownership of the functionality.
- 2.4 Acceptance occurs upon delivery of the final sprint. You will test and either accept or report material defects within 7 days. Absence of feedback within that time is deemed acceptance.
- 2.5 Material defects will be corrected within 30 days. Non-material issues will be handled in accordance with your existing support plan.

3. Development and Change Requests

- 3.1 Functional design will be created jointly and requires written acceptance by you before development begins.
- 3.2 Requested changes after approval of the functional design will be treated as additional work and may require a revised timeline and fee.
- 3.3 Changes are subject to our availability and capacity planning.

4. License and Use

- 4.1 Upon acceptance, you receive a non-exclusive, non-transferable right to use the Bespoke Functionality under your active Workspace 365 subscription.
- 4.2 We retain all IP rights in the Bespoke Functionality. Where applicable, you agree to assign any rights you may have under law to us.
- 4.3 Access to Bespoke Functionality is conditional upon full payment of all related fees.
- 4.4 Please note: our End User License Agreement (EULA) governs licensing conditions, general platform use, and limitations of liability. In case of conflict, the EULA shall prevail.

5. Privacy, AI and Data Handling

- 5.1 Bespoke development is subject to the Data Processing Agreement (DPA) in place between you and us. This governs data protection obligations, including sub-processing, audit rights, retention, and data subject access.
- 5.2 If the bespoke functionality integrates with AI features (e.g. the Workspace 365 AI Assistant), you remain responsible for: - Controlling which content is exposed to AI models; - Ensuring no special-category personal data is entered in AI-accessible fields; - Informing your users about the intended use and scope of AI access.
- 5.3 All AI models are hosted within our Azure environment and do not use customer data for training. Further technical and compliance details are provided in the DPA and our AI Policy as outlined in the EULA.
- 5.4 Any logging, analytics or system data processed as part of bespoke functionality will be handled in line with our standard retention schedules and privacy practices, which are defined in the DPA and Privacy Policy.

6. Liability and Termination

- 6.1 Our total liability is limited to the fees paid by you for the relevant bespoke functionality.
- 6.2 We are not liable for indirect damages, including lost data, revenue, or savings. These limitations are consistent with those defined in our EULA and DPA.
- 6.3 You may terminate the agreement if we fail to remedy material issues within a reasonable time after notice.
- 6.4 Upon termination, we may disable access to the Bespoke Functionality unless otherwise agreed.

7. Miscellaneous

- 7.1 These terms are governed by the laws of the Netherlands.
- 7.2 Any disputes shall be submitted to the competent court in the legal district of Midden-Nederland.
- 7.3 These terms form a supplemental agreement to our core legal framework. This means that:
- The End User License Agreement (EULA) governs your general rights and obligations as a Workspace 365 user, including licensing, acceptable use, and liability;
 - The Data Processing Agreement (DPA) governs all aspects of data protection, sub-processing, retention, and security;
 - Our Privacy Policy and AI Policy define how personal data and AI-based features are handled.

In case of conflict, the applicable main agreement (such as your MSA or Workspace 365 subscription) and its referenced documents shall take precedence over this document.

- 7.4 A copy of the latest EULA, DPA, AI Policy, and Privacy Policy is available on our website at workspace365.net/en/terms-and-conditions.