

Workspace365

End User License Agreement



1. End User License Agreement for Workspace 365

Thank you for using Workspace 365. Below is the End User License Agreement or EULA that shall apply to your subscription for Workspace 365. It describes what we will provide to you as part of a subscription, the rules that apply to your use of Workspace 365, what guarantees we offer and what happens if things go wrong. You accept the EULA by clicking the “OK” button that we present to you when you first access Workspace 365. When you accept the EULA you will enter into an agreement with New Day At Work B.V. Berencamperweg 6D, 3861 MC Nijkerk, the Netherlands (“we”, “us” or “our”).

2. Version June 2019

3. Definitions

An “administrator” is an end-user that has been assigned with admin rights for a specific domain. 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. 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.

4. Scope

- A. During the term of a subscription we will enable you to use the functionality of Workspace 365. If you are an administrator, you have the right to access the number of subscriptions that you have activated within Workspace 365 or another provisioning tool which we have authorized. Your access is at all times subject to full compliance by your users and yourself with this EULA and payment in full of all due subscription fees.
- 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 event, you agree that if you are administrator you will be responsible for ensuring that each end-user acts in accordance with this EULA.

5. Workspace 365

- A. Workspace 365 is an online workspace, that integrates Exchange and SharePoint functionality with a branded user interface and Apps that provide for functionality that is specific to your business. Documents that you create in Workspace 365 are stored within SharePoint (Online) and can be synchronized via OneDrive for Business to your local desktop and emails are stored within Exchange (Online). We are therefore not responsible for your documents and email. What Workspace 365 does is to present your documents and e-mail to you via an intuitive User Interface. Additional data that is related Business Apps is stored in a unique MS SQL server database created specifically for your subscription.
- B. Workspace 365 is only fully functional if you have a valid Office (365) subscription. You are responsible for acquiring a subscription for Office (365) and maintaining it throughout the term of the Workspace 365 subscription.
- C. We have integrated Workspace 365 with Office 365 by using the standard APIs provided by Microsoft subject to Microsoft's standard terms and conditions. We will do our commercial best to maintain this integration. Microsoft may however unilaterally change the APIs or the terms and conditions in a manner which will make it impossible for us to continue to provide you with the full or current functionality of Workspace 365. If this happens we will tell you about it and you can terminate the subscription without any costs. Your right of termination will be your only means of redress and you will not be able to claim any related damages from us.
- D. You cannot hold us accountable for any malfunctioning of Workspace 365, which is caused by Office 365 not being available or not functioning properly because of circumstances that are not attributable to us. Furthermore, you accept that Microsoft is not a supplier of us for the purpose of our provision of Workspace 365 to you.

6. 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:
 - 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 authorized by us.

B. You are responsible for securing your account access details in such a manner that they are reasonably protected against unauthorized use.

7. Privacy and information security

- A. We will process personal data that is stored within Workspace 365 or another provisioning tool utilized by us in accordance with our standard processing agreement. A signed copy of this agreement is provided on our website. If you are a data controller you can download and cosign this document to meet your statutory personal data protection obligations. When you do so please send us a .pdf copy of the fully signed agreement.
- 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.

8. 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 exclude all liability for damages related to corruption and loss of documents that you have created on the Fileserver / within SharePoint unless the circumstances that have caused these damages are directly attributable to us, in which case the limitation of liability in article 6A and 6B will apply.

- 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.

9. 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.