

Article L1 Definitions

In these TinQwise License Terms, several definitions is used by capitalized words. These definitions have the meaning given to them in the TinQwise General Terms & Conditions.

Article L2 Object of agreement

Parties hereby draw up an Agreement in which Contractor commits himself to deliver Usage rights for the SAAS-application and possibly one or more Programs for the fee as meant in Article L6. The level of fees is agreed upon in the Order Confirmation or Follow-up Assignment.

Article L3 Entry into force, duration and notice period

The entry into force, duration and notice period correspond with that which is agreed upon in the Order Confirmation or the Follow-up Agreement. The licence fees are to be paid from the moment the first User has access to the LXP.

Article L4 Delivery and Completion

Contractor ensures being operational and ensures access for Users for the licences as agreed upon in the Order Confirmation on Effective date. From that moment, the service conditions apply as agreed upon in the TinQwise Service Terms.

Article L5 Reporting

Contractor reports monthly about the way the Agreement is carried out. In addition, the LXP has its own reporting options which Administrator has access to at all times.

Article L6 User and licence fees

The number of Users determines the monthly licence fee. The number of Users equals the number of employees who have access to the platform, either through login and password or Single Sign-on and will be determined at the end of the month based on the maximum number of Users at any time that month.

For Users on the LXP, the Contractor applies four statuses:

- Status 1. Active** (indicated with a **green** dot) - User has been invited and logged in at least once;
- Status 2. Pending** (indicated with a **grey** dot) - User has been invited but hasn't logged in yet;
- Status 3. Suspended** (indicated with a **red** dot) - invitation to User has been withdrawn, User does not have access;
- Status 4. Deleted** (not visible on the platform) - User has been removed from the platform.

The Contractor uses two types of calculations:

- Calculation based on users (for user-based pricing plans – 2024 or earlier).
- Calculation based on fixed usage (for usage-based pricing plans – from 2025 onwards)

In both cases, a minimum of 100 users is applied. In user-based pricing, the Client pays for users with status 1 (Active) and status 2 (Pending). Administrators (admins) also count as users once they are pending or active. In usage-based pricing, the Client pays a fixed fee as agreed in the (Follow-up) Assignment Confirmation. This also specifies what happens once the agreed user limit is reached.

If Client wishes to use one or more of the Programmes made available by the Contractor, this will incur an extra fee. This fee is determined in the corresponding Order Confirmation or Follow-up Assignment.

If Client wishes to use one or more Addons, this will incur an extra fee, depending on the number of Users. This fee is determined in the corresponding Order Confirmation or Follow-up Assignment.

Additionally, it is possible for the Client, upon request, to close an Escrow Arrangement by means of an additional agreement, which will incur a one-off fee for the set-up and a monthly fee.

Article L7 Invoicing

User-based billing is done retrospectively. Example: on 1 January, Client receives an invoice for December users. Usage-based billing is done upfront. Example: on 1 January, Client receives an invoice for agreed usage in January.

An invoice will contain the following data:

- invoice date;
 - period in which the licences are calculated;
 - number of users that month;
 - amount of the fees;
 - VAT owed;
- (optional) PO number of the Client.

Contractor will email the invoice to the Client, indicating the data above. For all other agreements about invoicing, payment and control the corresponding Articles in the General Terms and Conditions prevail.