

Nmbrs® Terms and Conditions for Implementation

V20201021

1. These Terms and Conditions for Implementation apply to all orders to implement client-specific set-up requirements into Nmbrs® which are executed by Nmbrs B.V. at the Subscriber's behest (the 'Implementation'), and apply in addition to the application General Delivery Terms and Conditions of Nmbrs B.V.
2. Before executing the implementation, Nmbrs B.V. shall prepare an action plan which will be submitted to the Subscriber for approval. The action plan shall contain a summary of activities, resources, preconditions, acceptance criteria and milestones, including a date of completion.
3. The number of implementation days as specified in the Agreement or action plan is an estimate, and does not constitute a basis for any claims to entitlements or rights on the Client's part.
4. The Implementation involves a joint effort on the part of Nmbrs B.V. and the Subscriber, and its success depends in part on the degree to which the Subscriber cooperates and provides accurate information.
5. All deadlines specified by Nmbrs B.V. are determined to the best of its knowledge; these are based on and, to the greatest extent possible, account for all information that was known to Nmbrs B.V. at the beginning of the Agreement period. The Subscriber acknowledges that the Implementation is an interactive and dynamic process in which delays may occur. The Parties shall endeavour to take measures focused on achieving the milestones specified in advance.
6. The Implementation begins on a date determined by the Parties and ends the moment that the Subscriber has granted its acceptance to Nmbrs B.V. or its subcontractor. If the Subscriber does not inform Nmbrs B.V. of any (suspected) faults within one month after completion of user acceptance testing, then the Subscriber shall be deemed to have granted its acceptance. In the event of any (suspected) defects, the Parties shall convene to plan the necessary additional (implementation) activities
7. Insofar as any Agreement, annex, action plan or proposal specifies any delivery dates and/or deadlines, these are purely provisional and do not constitute fixed deadlines unless explicitly stated otherwise. In any event, including in the event that the Parties agree in writing and explicitly to a deadline, Nmbrs B.V. shall not be deemed to be in default until the Subscriber issues it a proper, detailed, written notice of default, and Nmbrs B.V. still fails to properly adhere to the agreement after the expiration of a reasonable deadline specified in said notice of default.
8. Nmbrs B.V. is not bound to adhere to any (delivery) deadlines that could not be met due to circumstances beyond its control which occurred after the Agreement was accepted. In case a deadline is at risk of not being met, Nmbrs B.V. and the Subscriber shall convene as quickly as possible.

9. Nmbrs B.V. is entitled to engage third parties to perform duties on its behalf. The provisions of Article 7:404 of the Dutch Civil Code are hereby explicitly excluded. However, neither Party is entitled to transfer any rights arising from this Agreement to any third party without obtaining the prior written consent of the other Party.
10. The fixed fees for the Implementation are invoiced in full upon completion of the Implementation. Implementation activities which the Agreement specifies are to be paid on the basis of a subsequent calculation shall be invoiced afterwards, based on the actual implementation activities performed.

2. Contact

2.1 In case of any questions and/or comments about the Terms and Conditions for Use, contact Nmbrs B.V. via: Compliance@Nmbrs.nl

***Please note this text is a translation. In case of any misunderstanding, ambiguity, confusion or error with regard to these terms and conditions due to this translation, the Dutch version prevails.**