

## Terms and conditions TR2-software – version 1.1.2021

### Definitions:

Owner: Kuiper & Burger Milieumanagement B.V. (further K&B), Jan van Beaumontstraat 1, 2805 RN Gouda, Netherlands

Customer: The user of the Product, who has bought a license or who received a trial license.

Product: TR2 software.

### Use and goal of the Product

A (trial) license gives leave to use the Product.

The Product is to be used for analysing incidents or near misses using the Tripod Bèta incident analysis method. The Product can also be used for Bowtie risk inventory and evaluation. It is to be used by (employees or owners of) companies, organisations, governments, etc. The Product is not for private use. Therefore, the Customer is a representative/employee of a company, organisation or government.

### System requirements

The Product is web-based and is accessible and can be used on the following webbrowsers: Chrome, Firefox, Safari, Edge. These browsers are required to be up-to-date and not limited in performance in any way to guarantee the functionality of the Product.

### Security and Privacy

Connections with the website and the Product use the HTTPS-Security Protocol. The Product is only accessible with a username and password. The Customer is advised to (periodically) change the password.

In case the Customer has forgotten the password, the Customer can via the website or contact the Owner via e-mail to request a new password. The Customer is obligated to change the password upon login in for the first time after a new password has been issued.

The Customer must submit a personal work email address (connected to the current employer company) to acquire a trial license or a bought license. General email addresses (e.g. info@...) are not accepted.

All data is securely stored on a server in The Netherlands. Back-ups are regularly performed, and standard security is applied.

The Customer is advised not to enter personal data in the Product.

### **Language**

The Product uses English as the primary language. All communication regarding the Product will be conducted either in Dutch or English.

### **Difference between a trial license and a normal license**

A trial license is valid for one month from date of registering and can only be used by one representative.

A trial license has the following limitations:

- Exports are not possible;
- Duration of the trial cannot be extended.

### **Owner of the product**

K&B is the Owner of the Product, including all rights.

Sharing, copying, claiming ownership, (re-)selling, commercial use of the Product, or using the Product for any other means than its intended use, without prior written consent from the Owner is strictly prohibited.

### **Liability**

The Customer cannot claim liability pertaining the use of the Product. The Owner is in no case liable for damages to the Customer flowing from the use of the Product.

The Owner is not liable for any information the Customer inserts into the Product.

### **Buying a Product license**

A license can be obtained by following the instructions on the website [tripodincidentanalyse.nl](http://tripodincidentanalyse.nl). A license is bought for a specified period (usually one or three years). Additional services can be purchased for the duration of the license. A Purchase confirmation for the license and additional services will be sent via email.

### **Payment**

Payment in full must be completed before the Product, and any additional services, can be used.

### **Cancellation of license and/or additional services**

Without a written notice of termination, the license and any additional services will be automatically renewed for the same period as the original license. To cancel the automatic renewal, two months before the renewal date a written request for cancellation must be sent to [tripod@kuiperburger.nl](mailto:tripod@kuiperburger.nl).

Payment for the renewal of the license and any additional services must be completed in full before the renewal date. When full payment is not received before that time, access to the

Product will be denied until full payment has been received. Payment needs to be completed regardless of use of the Product.

If payment is not received within one month after the renewal date, the Owner cannot guarantee that the in the Product entered Customer data will stay available.

The Customer is responsible for exporting the in the Product entered data after cancelling the license. The Product contains export functions to make this possible. The Customer can request the Owner, after the renewal date, to export the data entered by the Customer into the Product and send it to the Customer. This will incur additional fees dependent on the number of exports. The Owner will need the username and password of the Customer to complete the request. The Customer is obliged to make this information available. The Owner cannot guarantee that Customer data is still available when the Customer requests the exports later than one month after the renewal date.

It is not possible to export data when using a trial license. Therefore, the above is not applicable to trial licenses.

#### **Prices**

All prices are in Euros and do not include VAT.

#### **Applicable legislation**

Dutch legislation is applicable. Any disagreement between Customer and Owner must be filed at the court in The Hague.

#### **Agreement and changes to these terms and conditions**

The Owner reserves the right to change the terms and conditions at the time of renewal of a license and additional services. Changes to these terms and conditions will be communicated to the Customer by the Owner. By buying a license or using a trial license, the Customer agrees with the terms and conditions set out in this document.