

General Terms and Conditions for Service Provision

Inscene Company B.V., Chamber of Commerce (KvK) 56171161

[1] Definitions

In these general terms and conditions, the following definitions apply:

Term	Definition
Content	All information provided by or on behalf of the Client or its clients and end users, which is processed and distributed by means of the software application(s) of Inscene Company B.V.
Services (<i>Diensten</i>)	All activities performed or to be performed, or services provided or to be provided by Inscene Company B.V. for the benefit of the Client, such as consultancy services or products delivered or to be delivered, all as described in the Quotation.
Inscene Company B.V.	The company registered with the Chamber of Commerce (KvK) in Utrecht under number 56171161, trading under the names Netwerkapp & Networkapp.
Quotation(s) (<i>Offerte(s)</i>)	Every quotation or offer issued by Inscene Company B.V. for the provision of services.
Client (<i>Opdrachtgever</i>)	The natural or legal person who requests Inscene Company B.V. to make an offer, or the natural or legal person to whom the Contractor sends a quotation, or with whom the Contractor concludes an agreement.
Contractor (<i>Opdrachtnemer</i>)	Inscene Company B.V., trading under the name Netwerkapp & Networkapp.
Agreement (<i>Overeenkomst</i>)	The Quotation accepted and signed by the Client, which refers to these General Terms and Conditions, and any agreement concluded between the Client and Inscene Company B.V., including annexes.
Parties	The Client and Contractor jointly.

Term	Definition
Software	The software, (mobile) application(s), website/virtual environment, data files, equipment, or other materials developed by or on behalf of Inscene Company B.V. and made available to the Client under license, explicitly excluding data made available by the Client.
Netwerkapp Dashboard	The online environment to which the Client has access and within which the Client manages their event or community.
Licensor <i>(Licentiegever)</i>	Inscene Company B.V., which grants a non-exclusive, non-transferable license to the Client for the use of the Software.
Licensee <i>(Licentienemer)</i>	The Client to whom a non-exclusive, non-transferable license for the use of the Software is granted by the Licensor.
License Fee <i>(Licentievergoeding)</i>	The fee that the Licensee must pay to Inscene Company B.V. for the use of the applications.
New Version	A subsequent version of the application with predominantly new or modified functionalities, not released under a different name.
Maintenance Agreement	An agreement between the Licensee and Inscene Company B.V. regarding the correction of Errors, the provision of a helpdesk facility, and the provision of Updates.
Errors <i>(Fouten)</i>	Impediments or bugs that negatively affect the optimal functioning of the software.
Update(s)	A new release of the application in which previously known Errors have been removed and/or an expansion of the existing functionality has taken place.
Office Hours <i>(Kantoortijden)</i>	Monday to Friday between 09:00 AM and 05:00 PM, with the exception of national holidays.

[2] Activities of Inscene Company B.V.

Inscene Company B.V. primarily focuses on providing Services, such as supplying Software for events, locations, networking organizations, communities, and gatherings of groups of people, along with

supplementary services. It also provides training and consultancy services in the form of (strategic) advice, support in developing business cases for innovation, and guides collaboration between various parties. Inscene Company B.V. supplies, under license, the Inscene mobile application(s), supporting software, and/or reports.

[3] Applicability of General Terms and Conditions - Amendments

1. These general terms and conditions apply to, and form part of, all agreements and Quotations, their formation, and all obligations arising from them.
2. In the event of a conflict, the provisions of the agreement shall prevail over these general terms and conditions, but the remaining provisions of these general terms and conditions shall remain in force, even if this is not explicitly stated.
3. Unless otherwise agreed in writing in an agreement, other general or specific terms and conditions—in particular any terms and conditions of the Client—shall not apply.
4. If any provision of these general terms and conditions is void or is annulled, the remaining provisions of these general terms and conditions shall remain fully in force.
5. The Agreement is deemed to contain all arrangements made between the parties. Amendments to the Agreement can only be agreed upon in writing.
6. Inscene Company B.V. reserves the right to amend or supplement these General Terms and Conditions.

[4] Quotations

1. All Quotations from Inscene Company B.V. remain valid for the period specified by Inscene Company B.V.. If no period is specified, a Quotation from Inscene Company B.V. is non-binding.
2. Inscene Company B.V. reserves the right to refuse orders without stating reasons.
3. The Client guarantees the accuracy and completeness of the quantities, measurements, requirements, licenses, information, specifications of the performance, and other data provided by or on behalf of them to Inscene Company B.V., on which Inscene Company B.V. bases its offer.
4. An offer loses its validity if it appears that data provided by the Client is incorrect. If the inaccuracies become apparent after receipt of an acceptance, Inscene Company B.V. is entitled to terminate the offer, quotation, agreement, and/or price quotes with immediate effect.

[5] License

1. Inscene Company B.V. grants the Licensee a non-exclusive, non-transferable license to use the Software (including mobile applications).
2. The Licensee is entitled to make the Software (including the application) available to the number of users specified in the Agreement.

3. If this number is exceeded during the term of the Agreement, the Licensor will notify the Licensee. Such an excess has no direct consequences for the use of the Software (including the application) by the Licensee, but will be handled financially in accordance with the provisions of the Agreement.

[6] Execution of the Agreement

1. Inscene Company B.V. will make every effort to perform the Services carefully and independently, in accordance with the agreements and procedures laid down in the Agreement.
2. Contact person(s) who are legally authorized to act for and on behalf of the Client may be included in the Quotation.
3. Inscene Company B.V. is entitled to engage third parties for the execution of the Services, whereby Inscene Company B.V. fully warrants and is responsible for the execution of these Services. Where applicable, Inscene Company will take the necessary (statutory) measures regarding the deployment and activities of third parties.
4. Unless explicitly stated otherwise in the Agreement, all (delivery) deadlines mentioned by Inscene Company B.V. are indicative. Inscene Company B.V. will make every effort to observe these deadlines. However, exceeding a stated deadline does not put Inscene Company B.V. in default or make it liable for damages, nor does it give the Client the right to refuse the Services or to dissolve the Agreement in whole or in part.
5. Delays in the delivery of Services can under no circumstances be attributed to Inscene Company B.V. if they are the result of late delivery of information, data, facilities, or other input from the Client, or if it appears that, in the opinion of Inscene Company B.V., the provided information, data, or other input is insufficient for the proper execution of the Services.

[7] Prices and Payments

1. Unless otherwise indicated, all prices stated by Inscene Company B.V. are exclusive of levies such as turnover tax (VAT) and other government-imposed levies.
2. If there is a periodic payment obligation on the part of the Client, Inscene Company B.V. is entitled to adjust the applicable prices and rates in writing with a notice period of at least three months. If the Client objects to this adjustment, they must lodge an objection within thirty (30) days after the notification by Inscene Company B.V.. In the event of an objection by the Client, Parties will consult regarding the adjustment.
3. If Inscene Company B.V. has to perform more or different Services than agreed due to the Client's failure to provide complete, correct, and clear information, data, or other input on time, these Services must be paid for separately, based on the rate customarily used by Inscene Company B.V..
4. The method of invoicing for the Services is set out in the Agreement and may take place in advance and/or on the basis of subsequent calculation, as well as in a lump sum and/or partly

in periodic amounts. Parties will specify in the Agreement the date(s) on which the fee for Services will be charged to the Client.

5. Invoices will be paid by the Client in accordance with the payment terms stated on the invoice. In the absence of a specific arrangement, the Client will pay within fourteen (14) days of the invoice date.
6. If a Client cannot agree with an invoice from Inscene Company B.V., the Client must submit a written and reasoned objection within 14 days of the invoice date.
7. If the agreed payment term is exceeded, the Client will always be in default by operation of law without any prior demand or notice of default being required from Inscene Company B.V..
8. From the moment the Client is in default, Inscene Company B.V. is entitled to suspend its Services, and the Client will owe Inscene Company B.V. late payment interest equal to the statutory interest rate.
9. In addition, the Client will owe extrajudicial collection costs, which amount to 15% of the outstanding principal amount, with a minimum of EUR 1,000. The obligation to pay the extrajudicial collection costs already follows from the sole fact that the Client has been written to by a third-party debt collector.

[8] Intellectual Property Rights

1. All rights of intellectual and industrial property to the Software, mobile applications, supporting software or reports, computer programs, websites, equipment, or other materials such as advice, analyses, designs, documentation, reports, quotations, as well as preparatory materials thereof developed by or on behalf of Inscene Company B.V. (hereinafter collectively: 'intellectual properties'), rest exclusively with Inscene Company B.V., its licensors, or its suppliers.
2. The Client only acquires the rights of use explicitly granted under these terms and conditions and the law. Any other or further right of the Client to reproduce intellectual property is excluded.
3. The Client is not permitted to remove or change any designation concerning the confidential nature or concerning copyrights, trademarks, trade names, or any other intellectual or industrial property rights from the intellectual properties.
4. The Client is not permitted to reconstruct the source code of the mobile applications by means of reverse engineering.
5. With due observance of the Client's interests, Inscene Company B.V. has the freedom to use the Client's name and logo for its own publicity or promotion, unless the Client raises a reasoned objection to this.

[9] Obligations and Guarantees of the Client

1. The Client will do everything necessary to enable Inscene Company B.V. to perform the Services properly, including by providing access to relevant information, ensuring that there

are sufficient internet facilities such as properly functioning Wi-Fi, and ensuring that employees are available for interviews, workshops, and the like.

2. The Client also ensures the execution of its activities as stated in the Quotation and Project Proposal.
3. If the Client makes equipment, software, material intended for websites, data(bases), or other materials and/or information in the broadest sense of the word available to Inscene Company B.V., it guarantees that no rights of third parties are infringed.
4. The Client is solely responsible for the Content and guarantees that it will comply with the requirements of good taste and morality.
5. The Client indemnifies Inscene Company B.V. against any action based on the allegation that making available, using, editing, installing, or incorporating such materials infringes any right of third parties, or against claims of third parties regarding the Content.
6. If Inscene Company B.V. is of the opinion that the Content does not comply with these requirements, it has the right to suspend or terminate its Services without becoming liable for damages.

[10] Regulations - Codes of Conduct - Privacy

1. The Client declares that it is familiar with and agrees to the Privacy Policy of Inscene Company B.V.. Parties guarantee that they will comply with the applicable provisions in the current (European) legislation and rules of conduct at all times, including regulations regarding the protection of personal data and databases.
2. Where the nature of the agreed services makes this necessary, Inscene Company B.V. and the Client will enter into a Data Processing Agreement (DPA) in which provisions and arrangements regarding the handling and processing of personal data are further elaborated.

[11] Duration and Termination

1. The Agreement is entered into for the term specified in the Quotation. Termination must be done in writing at least 30 days before the expiry of the period agreed between the parties. In the event of late termination, every consultancy assignment will be fully completed. In the event of premature termination, the other party must be informed of this in writing at the latest one month before the expiry of the agreement.
2. In addition to the grounds stated in the law on which dissolution is possible, each of the parties is entitled to dissolve or terminate the agreement in whole or in part with immediate effect without judicial intervention if the other party:
 - has applied for or has been granted a suspension of payment (moratorium);
 - has been declared bankrupt or has filed a bankruptcy petition;
 - goes into liquidation or ceases its business operations;
 - will not be able to fulfill the agreed activities.

3. In such a case, Parties are not obliged to compensate for any direct or consequential damage suffered by the other party.
4. The agreement may also be terminated if any compensation, reward, gift, or any other benefit, in whatever form, has been promised, offered, or provided by or on behalf of one of the parties, its representative, or personnel subordinate to it, to the personnel or representatives of the other party.
5. Notice of default is given by registered letter. The period within which the notice of default can be remedied will be at least two weeks.
6. If the Agreement is terminated for a reason attributable to the Client, Inscene Company B.V. has the right to claim with immediate effect all demonstrably incurred costs during the term of the Agreement which had not yet been charged to the Client.

[12] Liability and Guarantee

1. The total liability of Inscene Company B.V. due to an attributable shortcoming in the performance of the Agreement is limited to compensation for direct damage up to a maximum of the amount of the fixed fee stipulated for that Agreement.
2. Liability of Inscene Company B.V. for indirect damage on any grounds whatsoever—including but not limited to consequential damage, lost profit, reduced goodwill, damage due to business stagnation, damage resulting from claims of clients or relations of the Client, or loss of data—is excluded.
3. The limitations mentioned in the preceding paragraphs of this article shall lapse if and to the extent that the damage is the result of intent or gross negligence on the part of Inscene Company B.V. or its management.
4. The liability of Inscene Company B.V. due to an attributable shortcoming in the performance of an Agreement only arises in all cases if the Client immediately and properly gives Inscene Company B.V. written notice of default, whereby a reasonable period is set within which the shortcoming can be remedied, and Inscene Company B.V. continues to fail attributable in the performance of its obligations even after that period. The notice of default must contain as complete and detailed a description of the shortcoming as possible, so that Inscene Company B.V. is able to respond adequately.
5. Any claim for damages against Inscene Company B.V. expires by the mere lapse of 6 months after the Client became aware or could have been aware of the existence of the claim.
6. Inscene Company B.V. provides a standard warranty of 3 months on the delivered applications. If correct operation is prevented by updated server software, hardware, server settings, or programming languages, Inscene Company B.V. will restore operation within a reasonable period. This warranty does not apply to new (versions of) operating systems or changes made by third parties (such as Facebook, LinkedIn, Twitter).

[13] Confidentiality

1. All information and data exchanged between parties or of which they become aware, including software, data, preparatory material, and trade secrets, will be treated as confidential unless intended for communication.
2. Parties undertake not to disclose such information and data to third parties without the written consent of the other party, unless and to the extent they are obliged to do so pursuant to any mandatory statutory provision.

[14] Force Majeure

1. Neither party is obliged to fulfill any obligation if they are prevented from doing so as a result of force majeure. Force majeure also includes force majeure of suppliers, failure to properly fulfill obligations of suppliers prescribed by the Client to Inscene Company B.V., as well as defectiveness of items, materials, data, or software of third parties whose use was prescribed by the Client to Inscene Company B.V. or which were made available to Inscene Company B.V. by the Client.
2. If a force majeure situation has lasted longer than ninety (90) days, parties have the right to terminate the agreement by written dissolution. What has already been performed pursuant to the Agreement will in that case be settled proportionally, without the parties owing each other anything else.

[15] Applicable Law and Dispute Resolution

1. These General Terms and Conditions, all Quotations, and Agreement(s) to which these General Terms and Conditions apply, are exclusively governed by Dutch law.
2. All disputes, including disputes regarding the applicability and the interpretation of the applicability of these general terms and conditions and an Agreement or Quotation, will in the first instance be submitted exclusively to the competent court in Utrecht.

[16] Maintenance and Updates

1. If the Client purchases a license, Inscene Company B.V. takes care of the maintenance of the mobile applications. This includes hosting, correction of Errors, making available a helpdesk facility that can be reached by email, and providing Updates.
2. Inscene Company B.V. reserves the right at all times to implement updates that it deems necessary for the optimal functioning of the application(s).

[17] Availability of Online Systems/Applications

1. If the services are (partially) delivered via online systems and/or networks of Inscene Company B.V., Inscene Company B.V. will make an effort to realize uninterrupted availability of these systems and networks, and to realize access to data stored by Inscene Company B.V.. However, Inscene Company B.V. offers no guarantees regarding uninterrupted availability.
2. Inscene Company B.V. has the right to temporarily take the service or parts thereof out of service for the purpose of maintenance, adjustment, or improvement thereof, or for performing tests. In the event of such decommissioning, Inscene Company B.V. will make an effort to inform the Client in a timely manner of a planned decommissioning and to limit any

disruption to a minimum as far as possible. However, Inscene Company B.V. is never liable for compensation for damage in connection with such decommissioning.

3. Inscene Company B.V. has the right to adjust the service or parts thereof from time to time to improve functionality and to fix Errors. If an adjustment leads to a significant change in functionality, Inscene Company B.V. will make an effort to inform the Client thereof. In the case of adjustments that are relevant to multiple clients, it is not possible to waive a specific adjustment for the Client alone. Inscene Company B.V. is not bound to any compensation for damage caused by such an adjustment.
4. Inscene Company B.V. is not obliged to make backup copies (back-ups) of data stored by the Client and/or User(s) on systems of Inscene Company B.V.. It is the sole responsibility of the Client to make backup copies of this data.
5. If, in the opinion of Inscene Company B.V., a danger arises for the functioning of the computer systems or the network of Inscene Company B.V. or third parties and/or of the service provision via a network, in particular due to excessive sending of email or other data, poorly secured systems, or activities of viruses, Trojans, and similar software, Inscene Company B.V. is entitled to take all measures it reasonably deems necessary to avert or prevent this danger.

[18] Importing and Exporting Data

1. The Client can independently import data into the Netwerkapp Dashboard. As soon as the Client decides to export data that has been supplemented by means of profile questions or completed questionnaires, the Client is responsible for carefully storing or deleting this data.
2. The Client guarantees the accuracy of the data/information to be imported and ensures that, where personal data is concerned, this has been obtained with the consent of the data subject(s).
3. The Client accepts responsibility for the accuracy and security of exported data/information.

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