

General Terms and Conditions for Services of Inscene Company B.V., Chamber of Commerce 56171161

[1] In these general terms and conditions the following definitions apply:

“Content”	all information provided by or on behalf of the Client or its customers and end users and which is processed and distributed by means of the software application(s) of Inscene Company B.V.;
“Services”	all work or services performed or to be performed by Inscene Company B.V. for the Client, such as consultancy services or products delivered or to be delivered, as described in the Quotation;
“Inscene Company B.V.”	the company, which is registered with the Chamber of Commerce in Utrecht under number 56171161, trading under the name Networkapp & Networkapp;
“Quotation(s)”	any quotation or offer made by Inscene Company B.V. for the provision of services;
“Client”	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 submits an offer or with whom the Contractor enters into an agreement;
“Contractor”	Inscene Company B.V., trading under the name Networkapp & Networkapp;
“Agreement”	the Quotation accepted and signed by the Client, which refers to these General Terms and Conditions, any agreement concluded between the Client and Inscene Company B.V., including appendices;
“Parties”	The Client(s) and the Contractor jointly;
“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 licence, expressly not including the data made available by the Client;
“Networkapp Dashboard”	the online environment to which the Client has access and within which the Client manages its event or community.
“Licensor”	Inscene Company B.V., which grants the Client a non-exclusive, non-transferable licence to use the Software;
“Licensee”	the Client to whom the Licensor has granted a non-exclusive, non-transferable license to use the Software.
“License fee”	the fee to be paid by the Licensee for the use of the Applications to Inscene Company B.V.;
“New version”	a subsequent version of the application with predominantly new or changed functionalities, not released under a different name;
“Maintenance Agreement”	an agreement between the Licensee and Inscene Company B.V. for the recovery of Faults, the provision of a helpdesk facility and the provision of Updates;
“Faults”	barriers or bugs that negatively affect the optimal functioning of the software;
“Update(s)”	a new release of the application, in which previously known Faults have been removed and/or the existing functionality has been expanded;
“Office hours”	Monday to Friday between 9 a.m. and 5 p.m., excluding public holidays.

[2] Inscene Company B.V. Activities

Inscene Company B.V. mainly focuses on the provision of Services, such as the provision of Software for events, locations, network organisations, communities and meetings with groups of people and additional services, as well as the provision of training and consultancy services in the form of (strategic) advice and support in developing business cases for innovation and supervises cooperation between various parties. Inscene Company B.V. supplies, under licence, the Inscene mobile application(s), supporting software and/or reports.

[3] Applicability of General Terms and Conditions – amendment

These general terms and conditions apply to, and form part of, all agreements and Quotations, at the time they are made and all obligations arising from them.

In the event of conflict, the provisions of the agreement will prevail over these General Terms and Conditions, but the other provisions of these General Terms and Conditions will remain in force, even if this has not been explicitly stated.

Unless otherwise agreed in writing in an agreement, other general or special conditions, in particular any conditions of the Client, do not apply. If any provision of these General Terms and Conditions is null and void or is nullified, the other provisions of these General Terms and Conditions will remain in full force and effect.

The Agreement is deemed to contain all agreements made between the Parties. Amendments to the Agreement can only be agreed in writing.

Inscene Company B.V. reserves the right to amend or supplement these General Terms and Conditions.

[4] Quotations

All Quotations of Inscene Company B.V. remain valid for the period indicated by Inscene Company B.V.. If no term is mentioned, a Quotation from Inscene Company B.V. is without obligation.

Inscene Company B.V. reserves the right to refuse assignments without giving reasons.

The Client guarantees the accuracy and completeness of the numbers, measurements, requirements, licences, information and specifications of the performance and other data on which Inscene Company B.V. bases its offer. An offer loses its validity if it appears that data provided by the Client are 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 quotations with immediate effect.

[5] License

Inscene Company B.V. grants the Licensee a non-exclusive, non-transferable licence to use the Software (including mobile applications).

The Licensee is entitled to make the Software (including the application) available to the number of users stated in the Agreement. Inscene Company will notify The Licensee of any exceeding of this number during the term of the Agreement. Such exceeding will not have any direct consequences for the use of the Software (including the application) by the Licensee but will be dealt with financially in accordance with the provisions of the Agreement.

[6] Performance of the agreement

Inscene Company B.V. will use its best endeavours to perform the Services carefully and independently, in accordance with the agreements and procedures set out in the Agreement. The Quotation may include contact person(s) who are legally authorised to act for and on behalf of the Client.

Inscene Company B.V. is entitled to engage third parties for the performance of the Services, whereby Inscene Company B.V. bears full and prime responsibility for the performance of these Services. Inscene Company will take the necessary (legally determined) measures with regard to the deployment and activities of third parties as the occasion arises.

Unless explicitly stated otherwise in the Agreement, all delivery and other periods mentioned by Inscene Company B.V. are indicative. Inscene Company B.V. will use its best endeavours to meet these deadlines. Exceeding a deadline does not constitute default or liability for damages by Inscene Company B.V. and does not entitle the Client to refuse the Services or to dissolve an Agreement in whole or in part.

Delays in the delivery of Services cannot under any circumstances be attributed to Inscene Company B.V. if they are

the result of a 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 information, data or other input supplied are not sufficient for the proper performance of the Services.

[7] Prices and payments

Unless otherwise indicated, all prices quoted by Inscene Company B.V. are exclusive of taxes such as turnover tax and other government levies.

In the event of 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 within a period of at least three months. If the Client objects to this amendment, it must do so within thirty (30) days of Inscene Company B.V.'s notification. In the event of an objection on the part of the Client, the Parties will consult about the adjustment.

If Inscene Company B.V. has to perform more or different Services than agreed due to non-timely provision or the failure of providing complete, sound and clear information, data or other input by the Client, these Services must be performed separately, on the basis of the customary rate charged by Inscene Company B.V..

The method of invoicing the Services is included in the Agreement and can be done in advance and/or on the basis of subsequent calculation, as well as at once and/or in part in periodic amounts.

The Parties will establish in the Agreement the date(s) on which the fee for Services will be charged to the Client. Invoices will be paid by the Client in accordance with the payment conditions stated on the invoice. In the absence of specific arrangements, the Client will pay within fourteen (14) days of the invoice date.

If a Client does not agree with an invoice from Inscene Company B.V., the Client must lodge a written and reasoned objection within 14 days of the invoice date.

If the agreed payment period is exceeded, the Client will always be in default by operation of law, without any prior summons or notice of default being required from Inscene Company B.V..

From the moment that the Client is in default, Inscene Company B.V. is entitled to suspend its Services and the Client will owe Inscene Company B.V. default interest at the statutory rate. In addition, the Client will owe the extrajudicial collection costs, which amounts to 15% of the outstanding principal sum, with a minimum of EUR 1,000. The obligation to pay the extrajudicial collection costs already follows from the mere fact of the Client's notification by a third party debt collector.

[8] Intellectual property rights

All intellectual and industrial property rights to the Software, mobile applications, supporting software or reports, software, websites, equipment or other materials developed or made available by or on behalf of Inscene Company B.V., such as advice, analyses, designs, documentation, reports, quotations, as well as preparatory materials (hereinafter collectively: "intellectual property"), are vested exclusively in Inscene Company B.V., its licensors or its suppliers.

The Client will only acquire the rights of use expressly granted by these Terms and Conditions and by law. Any other or more extensive right of the Client to reproduce intellectual property is excluded.

The Client is not permitted to remove or change any indication concerning the confidential nature or concerning copyrights,

trademarks, trade names or other rights of intellectual or industrial property from the intellectual property.

The Client is not permitted to reconstruct the source code of the mobile applications by reversed engineering.

With due observance of the interests of the Client, Inscene Company B.V. is free to use the Client's name and logo for its own publicity or promotion, unless the Client objects in a justified manner.

[9] Obligations and guarantees of the Client

The Client will make every necessary effort to enable Inscene Company B.V. to perform Services properly, for example by providing access to relevant information, ensuring that there are sufficient internet facilities such as properly functioning WI-FI, ensuring that employees are available for interviews, workshops and the like. The Client is also responsible for the execution of its work as stated in the Quotation and Project proposal.

If the Client makes equipment, software, material intended for websites, data (bases) or other material and/or information in the broadest sense available to Inscene Company B.V., it warrants that no infringement will be made of the rights of third parties.

The Client is solely responsible for the Content and guarantees that it will meet the requirements of good taste and morals.

The Client indemnifies Inscene Company B.V. against any action based on the allegation that such provision, use, adaptation, installation or incorporation infringes any right of third parties, or against claims of third parties with regard to the Content. If Inscene Company B.V. is of the opinion that the Content does not meet these requirements, it has the right to suspend or terminate its Services without being liable for damages.

[10] Regulation - Codes of conduct - Privacy

The Client declares that it is aware of and agrees with the Privacy Policy of Inscene Company B.V.. The Parties guarantee that they will at all times comply with the applicable provisions in the applicable (European) legislation and rules of conduct, including regulations with regard to the protection of personal data and databases.

If the nature of the agreed services makes this necessary, Inscene Company B.V. and the Client will enter into a Processing Agreement in which provisions and agreements regarding the handling and processing of personal data will be established in more detail.

[11] Duration and termination

The Agreement is entered into for the period stated in the Quotation. Termination must take place in writing at least 30 days before the expiry of the period agreed between the parties. In the event of late notification, every consultancy assignment will be fully completed. In the event of early termination, the other party must be informed of this in writing no later than one month before the expiry of the agreement.

Each of the parties is entitled, in addition to the grounds stated in the law on which dissolution is possible, 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 payments;
- has been declared bankrupt or has filed for bankruptcy;

- its company goes into liquidation or terminates the business;
- will not be able to perform the agreed activities. In such a case, the parties are not obliged to compensate any direct or consequential damage suffered by the other party;
- any compensation, remuneration, gift or any other benefit, in whatever form, granted, offered or provided by or on behalf of one of the parties, its representative or its personnel.

Notice of default will be done by registered letter. The period in which the notice of default can be nullified will be at least two weeks.

If the Agreement is terminated for a reason attributable to the Client, Inscene Company B.V. is entitled to claim with immediate effect all costs demonstrably incurred during the term of the Agreement, which have not yet been charged to the Client.

[12] Liability and Warranty

The total liability of Inscene Company B.V. on account of an attributable shortcoming in the performance of the Agreement is limited to compensation of direct damage up to the maximum amount of the fixed compensation stipulated for that Agreement.

Liability of Inscene Company B.V. for indirect damage for any reason whatsoever - including but not limited to consequential damage, loss of profit, reduced goodwill, damage due to business interruption, damage as a result of claims by customers or business relations of the Client or loss of data - is excluded.

The restrictions referred to in the previous paragraphs of this article will cease to apply if and insofar as the damage is the result of an intentional act or omission or gross negligence on the part of Inscene Company B.V. or its managers.

Inscene Company B.V.'s liability for an attributable failure to perform an Agreement will in all cases only arise if the Client gives Inscene Company B.V. notice of default in writing immediately and properly, setting a reasonable term within which the failure can be resolved, and Inscene Company B.V. continues to imputably fail to perform its obligations even after that term. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that Inscene Company B.V. is able to respond adequately.

Any claim for damages against Inscene Company B.V. expires by the mere expiry of 6 months after the Client became aware or could have been aware of the existence of the claim.

Inscene Company B.V. provides a standard 3-month warranty on the delivered applications. If new server software, hardware, server settings or programming languages prevent correct operation, Inscene Company B.V. restores operation within a reasonable period of time. This warranty does not apply to new (versions of) operating systems or changes made by third parties (such as Facebook, LinkedIn, Twitter).

[13] Confidentiality

All information and data exchanged between the Parties or that they obtain, including software, data, preparatory materials and trade secrets, will be treated as confidential except if intended for communication. The 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 that they are obliged to do so by virtue of any mandatory legal provision.

[14] Force majeure

Neither party is obliged to fulfil any obligation if it is prevented from doing so as a result of force majeure. Force majeure also includes force majeure of suppliers, improper performance of obligations of suppliers prescribed by the Client for Inscene Company B.V., as well as defects in goods, materials, data, software of third parties whose use has been prescribed by the Client for Inscene Company B.V. or which have been made available by the Client for Inscene Company B.V..

If a situation of force majeure has lasted longer than ninety (90) days, the Parties have the right to terminate the agreement by dissolving it in writing. What has already been performed on the basis of the Agreement will in that case be settled proportionately, without the Parties otherwise owing anything to each other.

[15] Applicable law and dispute resolution

These General Terms and Conditions, all Quotations and Agreement(s) to which these General Terms and Conditions apply will be governed exclusively by the Dutch law.

All disputes, including disputes concerning the applicability and 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

If the Client purchases a licence with a term of more than three months, Inscene Company B.V. will take care of the maintenance of the mobile applications. This includes hosting, Faults recovery, providing a helpdesk facility accessible by email, and providing Updates.

Inscene Company B.V. reserves the right to make updates at any time that it deems necessary for the optimal operation of the application(s).

[17] Availability of online systems/applications

If the services are (partly) provided via online systems and/or networks of Inscene Company B.V., Inscene Company B.V. will make every effort to realise uninterrupted availability of these systems and networks, and to realise access to data stored by Inscene Company B.V.. However, Inscene Company B.V. does not guarantee uninterrupted availability.

Inscene Company B.V. has the right to temporarily suspend the service or parts thereof for the purpose of maintenance,

modification or improvement thereof or for the purpose of carrying out tests. In the event of such a decommissioning, Inscene Company B.V. will make every effort to inform the Client in a timely manner of a planned decommissioning and to limit any possible disruption to a minimum. However, Inscene Company B.V. is never liable for compensation for damage in connection with such decommissioning.

Inscene Company B.V. has the right to modify the service or parts of it from time to time to improve functionality and to restore Faults. If an adjustment leads to a significant change in the functionality, Inscene Company B.V. will make every effort to inform the Client thereof. In the event of adjustments that are relevant for several clients, it is not possible to only waive a certain adjustment for the Client. Inscene Company B.V. is not obliged to pay any compensation for damage caused by such an adjustment.

Inscene Company B.V. is not obliged to make backups of data stored by the Client and/or User(s) on systems of Inscene Company B.V.. It is the Client's sole responsibility to make backup copies of this data.

If, in the opinion of Inscene Company B.V., there is a danger to the functioning of the computer systems or network of Inscene Company B.V. or third parties and/or the provision of services via a network, in particular by excessive sending of e-mail 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 considers necessary to avert or prevent this danger.

[18] Importing and exporting data

The Client can independently import data into the Networkapp 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 the careful storage or removal of these data.

The Client guarantees the accuracy of the data to be imported and ensures that, where personal data are concerned, they have been obtained with the consent of the party or parties involved.

The Client accepts responsibility for the accuracy and security of exported data.