

Terms and conditions 360SportsIntelligence Nederland B.V.

Article 1 – Definitions

In these terms and conditions the following definitions apply:

Equipment.....	The operating lease and operating lease concluded by 360SI NL on the basis of the License agreement to supply video recording Equipment, including the necessary cameras, camera standards/masts, cabling and a personal computer including NAS on which (part of) the necessary Software is installed.
360SI NL.....	360SportsIntelligence Nederland B.V., supplier of the Equipment, Software and other services to the other party.
License Agreement	The agreement in which the rights and obligations of the parties with regard to the Software are defined.
Operational lease agreement.....	The agreement in which the rights and obligations of the parties with regard to the Equipment are established.
Software	The Software developed by 360SI NL with which sports competitions can be analyzed and visualized.
Teamsports	The Equipment and the Software together with which
Videoregistratiesysteem	Team Sports performance can be visually recorded, analyzed automatically and visualized.
Conditions	These, present, set of terms and conditions as used by 360SI NL.
Other party	The Other party of 360SI NL, customer of the Equipment, Software and other services from 360SI NL.

Article 2 – Applicability

1.1 These terms and conditions apply exclusively to all offers from and to all orders to 360SI NL with regard to the delivery (rental) of Equipment and the use of Software, including all related services.

1.2 The applicability of the terms and conditions of the Other Party are expressly rejected and excluded.

1.3 The Other Party with whom a contract has once been concluded under these Conditions, agrees to the applicability of the Conditions to subsequent agreements with 360SI NL.

Article 3 – Quotations, agreement and prices

3.1 All quotations and offers from 360SI NL are partly based on the information and documents provided by or on behalf of the Other Party. 360SI NL may assume the correctness of this information.

3.2. Every quotation and offer from 360SI NL is without obligation and can be revoked. The other party cannot derive any rights from this.

3.3. 360SI NL is only bound after it has confirmed an order given to it in writing to the other party and an agreement has been signed between the parties or 360SI NL has started with the assigned services.

3.4. 360SI NL can attach the condition to the acceptance that it receives a signed agreement from the other party within a period to be specified.

3.5. The Other Party is bound after he/she has given 360SI NL an order or an offer made by 360SI NL has been accepted.

Contrary to the provisions of Article 6:255 paragraph 2 of the Dutch Civil Code, an offer does not bind the other party, 360SI NL, on minor points. In that case, the agreement is concluded on the terms and conditions in 360SI NL's offer.

3.6. If the parties have concluded an agreement for a definite period, the agreement will end after the parties have performed all obligations under this agreement. If additional transactions take place, the terms and conditions as set out in the previous agreement and these terms and conditions apply. The agreement will not be extended by operation of law, unless 360SI NL expressly agrees to this extension in writing.

3.7. All prices stated by 360SI NL are exclusive of additional work, VAT and other government levies.

3.8. 360SI NL has the right to adjust the rates annually on the basis of the CBS price index for services.

Article 4 – Delivery/purchase

4.1. The delivery time agreed by 360SI NL for Equipment, Software and other services is indicative and does not count as a deadline. In the event of late delivery, the Other Party must give 360SI NL written notice of default. 360SI NL is not liable for damage (both consequential damage and indirect damage) suffered by the Other Party as a result of the later delivery.

4.2. 360SI NL reserves all unforeseen circumstances with regard to delivery, as part of the goods must be ordered by 360SI NL from third parties - suppliers or producers. 360SI NL has the right to engage third parties for the execution of the agreement, or parts thereof.

4.3. The Other Party is obliged to purchase the Equipment, Software and other services at the agreed time. 4.4. The Other Party is liable for additional costs and damage suffered by 360SI NL or third parties (engaged by it) if the Other Party does not fulfill its obligation as referred to in the previous paragraph.

4.5. If the Other Party has committed itself to performance that must be fulfilled at a specific time (such as purchasing the Equipment, Software or other services), the agreed time qualifies as a strict deadline. The Other Party is liable for damage suffered by 360SI NL as a result of late compliance (such as delay costs, unnecessary internal or external personnel involved and extra transport costs).

4.6. In the aforementioned case, 360SI NL reserves the right to have the Equipment stored at the expense and risk of the Other Party. In that case, the other party will bear all additional costs, including but not limited to the costs incurred by 360SI NL in connection with a failed or late purchase or delivery, without prejudice to 360SI NL's right to additional compensation.

Artikel 5 - Equipment

5.1. The costs for rental or rental of Equipment also include the costs for maintenance and periodic inspections. Additional costs for operating the Equipment, such as wages and/or energy costs, are for the account of the Other Party.

5.2. The Equipment is (to be) made available to the Other Party in good condition and well maintained. If the Equipment is damaged or lost, the costs and damage incurred by 360SI NL will be borne by the Other Party. The foregoing does not apply to normal wear and tear from the use of the Equipment.

5.3. The risk for (the use of) the products supplied by 360SI NL

Equipment and Software are transferred to the Other Party at the time of unloading. The Other Party is fully responsible and liable for the use of the Equipment made available by 360SI NL. The Other Party indemnifies 360SI NL against all damage suffered by the Other Party or third parties as a result of the use of the Equipment.

5.4. 360SI NL is authorized to inspect and/or reclaim the Equipment or Software at any time, without stating reasons. If 360SI NL has reasonable doubts about the proper management of the equipment or software, 360SI NL will inform the Other Party in writing, substantiated. In that case, the other party will be requested, substantiated, to design the management more carefully. If the Other Party does not comply with this, 360SI NL can reclaim Equipment from the Other Party.

5.5. 360SI NL guarantees the Equipment and Software that it functions technically. If the Equipment is no longer suitable for its intended use, then there is no shortcoming or defect, but 360SI NL will offer replacement or repair. 360SI NL is never liable for damage as a result of non-functioning Equipment or Software.

5.6. As a good manager, the Other Party is responsible for the use, treatment and cleaning of the Equipment and will insure it where possible and keep it insured against theft, embezzlement and fire. Loss or damage to Equipment must be reported to 360SI NL as soon as possible, but no later than three days after becoming aware.

5.7. 360SI NL is authorized to deliver the Equipment or other services in parts to the Other Party, unless this is expressly excluded in the agreement. 360SI NL is not obliged to compensate possible additional costs or damage incurred on the part of the Other Party as a result of the partial delivery.

Article 6. Intellectual and industrial property rights

6.1 All intellectual and industrial property rights with regard to the Performance delivered or all related know-how are vested in 360SI NL, and are not transferred to the Other Party through the agreement with 360SI NL, even if the Performance or related know-how is specifically for or with the Other Party. designed, developed or assembled.

6.2 360SI NL is entitled to all intellectual property rights arising from or resulting from the execution of the agreement. The other party waives its rights as referred to in Article 25, first paragraph, of the 1913 Copyright Act.

6.3 The Other Party will immediately warn 360SI NL if it is aware that third parties infringe or threaten to infringe 360SI NL's industrial or intellectual property rights or know-how or if third parties believe that 360SI NL's Performance infringes its own industrial or intellectual property rights or know-how.

6.4 In the event of non-compliance with Article 10 by the Other Party, the Other Party will forfeit an immediately due and payable fine in the amount of € 11,000 per violation. Without prejudice to 360SI NL's rights, including the right to compensation and/or compliance.

Article 7 - Deviations

7.1. The Equipment, Software and other services supplied or to be purchased may vary slightly or deviate from previous models or demos in terms of composition, functionality or scope. 360SI NL uses standard tolerances, at the discretion of 360SI NL.

7.2. The Other Party must provide information regarding configurations and wishes, which he/she knows or can suspect will be relevant for 360SI NL (in the performance of the agreement).

In the event that 360SI NL has to incur costs in connection with incomplete information or in connection with carrying out necessary investigations, such as at the discretion of 360SI NL, the costs will be borne by the Other Party.

7.3. A deviation as referred to in the first paragraph of this article does not constitute a shortcoming. 360SI NL is also not liable for damage that the Other Party or third parties suffer as a result or additional costs incurred. In the event that Equipment, Software or other services are supplied that seriously deviate from what has been agreed, the parties will enter into consultation about the manner in which this will be dealt with. 7.4 Images of the Other Party are automatically archived and removed from the cloud after one month.

Article 8 – Power of amendment, (additional) services

8.1. 360SI NL has the right to unilaterally change its services if, in its opinion, there is a need for this from an operational point of view.

8.2. 360SI NL is also authorized (within the limits of Article 7 of these terms and conditions) to provide similar Equipment, Software functionalities or other services that deviate from what has been agreed.

8.3. If possible, 360SI NL will inform the Other Party in writing in good time about the changes and any reasonable (additional) costs to be incurred as a result.

Article 9 – Youtube

9.1. 360SI NL uses the services of YouTube for the live stream. The YouTube terms of use apply to its use. These can be viewed via this link.

9.2. YouTube has the right to unilaterally adjust the terms and conditions.

9.3. By accepting 360SI NL's offer, the other party declares to have taken note of these general terms and conditions and indemnifies 360SI NL against incorrect use of YouTube's services.

Article 10 – Price increase

10.1. 360SI NL is entitled to increase an agreed price or part (subject to indexation) thereof in connection with new or adjusted government measures or measures by other authorized bodies, as well as market prices of raw materials, market prices and availability of Equipment, processing and disposal costs, labor costs and other costs that must be incurred by 360SI NL in the execution of the agreement, at the discretion of 360SI NL.

10.2. Apart from the provisions of paragraph 1, 360SI NL is entitled annually to adjust its prices in accordance with the CBS consumer price index.

10.3. The Other Party will be informed of price changes as soon as possible and if possible in advance.

Article 11 – Payment and security

11.1. Unless otherwise provided in the agreement, payment to 360SI NL must be made within 30 days of the invoice date by transfer of the amount due to the bank account number stated on the invoice.

11.2. After the expiry of the aforementioned term, the Other Party is in default. From that moment on, the Other Party owes interest on the amount due and payable, without a written notice of default being required, at an interest rate equal to the statutory commercial interest (in accordance with Article 6:119a of the Dutch Civil Code), increased by 2%. 11.3. In the event of liquidation, bankruptcy or suspension of payment of the Other Party, the remaining obligations (including but not limited to the monthly installments)

are immediately due. In addition, 360SI NL is authorized to suspend the fulfillment of its obligations and/or to dissolve the agreement extrajudicially with immediate effect.

11.4. Payments made by the Other Party first serve to reduce the extrajudicial costs owed, then the interest due and finally the due and payable invoices in proportion to age, even if the Other Party states that it relates to a later invoice.

11.5. Unless otherwise provided in the agreement, 360SI NL is entitled to suspend its obligations and/or to dissolve the agreement with immediate effect extrajudicially and without any obligation to compensate damage or costs if the payments are made within a period of twice the payment term as intended. have not been provided in paragraph 1.

11.6. The Other Party is not authorized to set off his/her claims against what it owes or will owe to 360SI NL, unless 360SI NL has expressly agreed to this. 11.7. If 360SI NL receives clear indications before or during the execution of the agreement regarding insufficient or reduced creditworthiness of the Other Party, 360SI NL has the right to suspend its performance, unless sufficient security has been provided by the Other Party at its request.

Article 12 – Collection costs

12.1. All costs of collection of payments or fulfillment of obligations of the Other Party that are deemed necessary by 360SI NL, including the actually incurred costs of legal assistance, both in and out of court, are fully for the account of the Other Party.

12.2. In any case, 360SI NL is always entitled to set the compensation for extrajudicial costs at at least 15% of the principal and interest owed, with a minimum of € 150.00.

12.3. The parties explicitly declare the regulation of Article 6:96 of the Dutch Civil Code not applicable and explicitly intend to exclude it.

Article 13 – Liability

13.1. Any liability of 360SI NL for damage suffered directly or indirectly by the Other Party, of whatever nature, in connection with the Equipment, Software or other services supplied by 360SI NL, or caused by the act or omission of 360SI NL and its personnel or third parties is excluded, except in the case of intent or gross negligence on the part of 360SI NL.

13.2. Insofar as 360SI NL, despite the above, is in any way obliged to pay compensation for damage suffered by court decision, mediation or binding advice, this damage will be compensated up to a maximum amount for which insurance cover is provided, or if no cover has been provided for this, which is equal to at six monthly installments or in the case of other services up to a maximum of the amount of the invoice concerned. 360SI NL is under no circumstances obliged to pay a higher amount of compensation.

Article 14 - Force majeure

In the event of force majeure on the part of 360SI NL, which also includes in addition to the statutory regulation: any circumstance independent of 360SI NL's will that permanently or temporarily prevents fulfillment of the agreement or makes it sinfully difficult that it cannot reasonably be expected from 360SI NL. may be required, such as, but not limited to, strike action, excessive absenteeism due to illness, lack of raw materials or material, government measures, shortcomings on the part of third parties engaged by 360SI NL (including its

suppliers and transporters), disruptions in traffic, temporary reduced availability of information systems and cloud services, it is entitled to suspend its obligations under the agreement and/or to dissolve the agreement, without any obligation to pay compensation for any damage.

Article 15 - Confidentiality

15.1. The Other Party is obliged and will ensure that its volunteers, officers and employees as well as third parties engaged by it will protect the confidentiality of all information that comes to its knowledge about 360SI NL, even if that information is not regarded as confidential by them. needs to be.

15.2 In addition to the first paragraph, it is not permitted to use texts and/or images, including, but not limited to, designs, know-how, documentation, photos, drawings, models, samples, specifications, images, and sound recordings of 360SI NL, in any way or through any medium to show or provide to third parties, to make known, to copy, to reproduce, to distribute, to participate in publications.

15.3. In the event that the obligations in the previous two paragraphs are violated, the Other Party is liable for all damage 360SI NL suffers as a result and has suffered, including the costs it incurs to protect its intellectual property rights or competitive position.

Article 16 – Other provisions

16.1. 360SI NL reserves the right, insofar as the Software is used by the Other Party and for the period in which it is used, to use the visual material recorded using the Teamsport Video Registration System for improving the Software or for other analysis and improvement options.

16.2. 360SI NL is authorized to unilaterally change these Conditions. These changes will come into effect on the announced date of entry into force. 360SI NL will send the amended terms and conditions to the Other Party in a timely manner. If no time of entry into force has been communicated, the changes will come into effect as soon as the Other Party has notified or made known the changes.

Article 17 – Applicable law, choice of forum and conversion

17.1. All agreements between 360SI NL and the Other Party are exclusively governed by Dutch law. The Vienna Sales Convention does not apply. Disputes will in the first instance only be submitted to a competent judge of the District Court of Overijssel.

17.2. If one or more provisions of these Terms and Conditions prove to be invalid, conversion will take place to a valid statutory regulation and will be aligned as much as possible with what the parties have intended. The other provisions remain in full force and effect.