
GENERAL TERMS AND CONDITIONS SHAPEVIEW

ARTICLE 1. | DEFINITIONS

In these General Terms And Conditions the following terms are always written in capital letter, used in the following meaning.

1. ShapeView: the user of these General Terms and Conditions, part of PK Service V.O.F., located at Dammekant 54, 2411CE Bodegraven, The Netherlands, registered in the Netherlands under 58353445.
2. Other Party: any natural or legal person with whom ShapeView has concluded or intend to conclude an agreement.
3. Parties: ShapeView and the Other Party together.
4. Agreement: every agreement between ShapeView and the Other Party where the Other Party agreed on using or borrowing the Software and/or services.
5. Software: as agreed in the Agreement, license given or to be given to the Other Party of the given cloud application for the purpose of customer registration, planner, customer management and training applications.
6. Services: under the Agreement, providing ShapeView services and/or perform work, including but not limited to, and in the broadest sense: one-time assistance during installation of the Software and development of (parts of) the Software according to specifications of the Other Party.
7. Writing: any communication in writing, by e-mail or any other means of communication for the purpose of exchanging information.

ARTICLE 2. | GENERAL PROVISIONS

1. These general terms and conditions apply to every offer and every ShapeView established Agreement.
2. These general terms and conditions also apply to any Agreement regarding their creation and/or implementation in which third parties are involved. These third parties can equally invoke the provisions of these terms and conditions against the Other Party, as if they were parties to the Agreement.
3. The applicability of any general conditions of the Other Party, which can also be referred to under any name, is explicitly excluded.
4. The provisions of these terms and conditions can only be waived in Writing. If the Parties agree to waive or deviate from the provisions of these terms and conditions, such modifications shall be expressly agreed in Writing to be implemented.
5. In the event where one or more provisions of these general terms and conditions of the Agreement itself becomes void or unapplicable, the validity of the remaining clauses shall not be affected. Where appropriate, the Parties agree to cooperate in order to find an alternative arrangement in respect of the affected clause(s). In addition, the Parties agree to respect the purpose and intent of the original provision(s) as much as possible.

ARTICLE 3. | OFFER AND CONCLUSION OF THE AGREEMENT

1. Any offer of ShapeView is non binding, even when it indicates a period of acceptance. An offer of ShapeView can be immediately revoked by ShapeView after its acceptance by the Other Party.
2. An offer of ShapeView which contains a manifest error or mistake, as well as an offer of ShapeView based on the Other Party's provided false or incomplete information, shall not give any right to the Other Party.
3. Without prejudice to the provisions in paragraph 1, each Agreement comes into effect at the time that the Other Party explicitly accepted ShapeView's offer in Writing.
4. An offer of ShapeView does not automatically apply to subsequent Agreements. Insofar as no changes are made to these general terms and conditions, their provisions shall apply to future Agreements even if ShapeView does not expressly mention them again to the Other Party.
5. If the Other Party agrees to the Agreement on behalf of another natural or legal person, she/he shall be empowered to enter into the Agreement. The Other Party is jointly and severally liable with this (legal) person for the fulfillment of the obligations arising from that Agreement.

ARTICLE 4. | CONTENT AND DEFINITION OF AGREEMENT

1. The Agreement exclusively covers the commissioning of the Software to the Other Party, including any Services expressly agreed in Writing. ShapeView is not obliged to provide Services that go beyond the content and/or scope of the Agreement, unless the Parties subsequently expressly agree in Writing to supplement the Agreement with certain Services.
2. Once the Agreement has been concluded, ShapeView agrees to support the Other Party by providing a one-time assistance during the installation of the Software. When determining the date and time when this support is provided, both Parties should take into account each other's reasonable interests.

3. Support, other than referred to in the previous paragraph, is not part of the Agreement. The Other Party may however contact ShapeView (info@pksservices.nl) or the party that was in direct contact with the Other Party at the time of entering into the Agreement for questions or problems relating to the use of the Software. With regard to the intended support, ShapeView does not commit itself in advance to any response time.
4. If ShapeView has undertaken towards the Other Party to try to achieve a particular timeline, ShapeView will, to the best of its ability, strive to meet this timeline but it shall never be considered as binding. ShapeView's failure to comply with time limits cannot be opposed by the Other Party until proper notice has been given in Writing. In such cases, a reasonable time shall be given to ShapeView to comply and no default can be opposed if Shapeview eventually manages to meet the agreed term.

ARTICLE 5. | RIGHTS AND OBLIGATIONS OF PARTIES IN GENERAL

1. The Other Party is obliged to do all he/she can and what is reasonably necessary or desirable to enable a proper and timely implementation of the Agreement by ShapeView. In particular the Other Party shall provide Shapeview within a reasonable time, with all the necessary information, both solicited and unsolicited (the latter as far as the Other Party can reasonably understand that this information is needed), with regards to the design and implementation of the Agreement.
2. The Other Party must always provide ShapeView with the necessary collaboration to fulfil the Agreement, also including the provision of all the powers and authorizations that are necessary for the proper execution of the Agreement. The Other Party shall take all reasonable measures to optimize the performance of the Agreement.
3. If and insofar as the proper execution of the Agreement requires, according to ShapeView, ShapeView is entitled to involve third parties in the implementation of the Agreement.
4. The Other Party is obliged to keep her password a secret from third parties other than those authorized under Article 11.2 to make use of the Software. All acts done under the account of the Other Party will be allocated to the Other Party.

ARTICLE 6. | DURATION AND TERMINATION OF THE AGREEMENT

1. Depending on what the Parties have expressly agreed in Writing, the Agreement is concluded for a defined term of three, six or twelve months.
2. In the event where the Agreement is a trial, the Agreement terminates by the expiry of the agreed term without any notice being required. In any other cases, notwithstanding the provisions of the following paragraph, the Agreement if not terminated on time, will tacitly be renewed for the originally agreed term.
3. If the Agreement is concluded for a limited period of three months, the Agreement may be terminated at the latest at the last day of the period and in such case shall not to be extended by implication. In case of a duration longer than three months, the Agreement ends with a notice period of three months, but in no event earlier than the agreed certain period has elapsed. Notice must be given in Writing.
4. If the Agreement is not terminated on time, the Parties terminate the Agreement at the next possible date.
5. Notwithstanding the provisions of the previous paragraphs, an Agreement that has been entered into with the Other Party, natural person, not acting in the exercise of a profession or business, cannot tacitly be renewed without the Other Party being able to terminate the Agreement with due observance of a notice period of one month.
6. After cancellation, termination or expiration of the Agreement, for any reason, ShapeView is entitled after the date when the Agreement is finished, to delete all the benefit of the Other Party's data stored in ShapeView. After termination of the Agreement, ShapeView will delete the data related to each Agreement and will not proceed to any retention.

ARTICLE 7. | MODIFICATION OF THESE TERMS

1. ShapeView is entitled to modify or expand these terms and conditions unilaterally. It will do so at least 30 days before the changes or additions come into force and give notice in Writing to the Other Party. Any changes to these terms and conditions shall not affect any expressly written agreement.
2. If, within a period of 30 days as referred to in the previous paragraph, the Other Party opposes the amendments, ShapeView shall consider whether or not to revoke the objected changes or expansions. ShapeView's Written final decision will be communicated to the Other Party. If ShapeView does not consider that the objected adaptations or extensions should be withdrawn, the Other Party has the right to terminate the Agreement on the date that they would become effective.
3. ShapeView may modify these terms and conditions at any time if they are necessary due to any revised legislation. The Other Party cannot object against any such changes.

ARTICLE 8. | FORCE MAJEURE

1. ShapeView is not obliged to fulfil any obligation under the Agreement if and for so long as its performance is prevented by a circumstance which, under the law, can not be attributed to generally accepted standards in society. Force majeure means, according to the law and jurisprudence, and not limited to, for example: interruption of the supply of electricity,

governmental action, terrorism, fire, shortage of suppliers of ShapeView, failures in connection to the Internet, license refusal, (distributed) denial of service attacks and disruptions related to hardware or (telecommunications) networks.

2. To the extent that the force majeure makes it permanently impossible to fulfil the Agreement or lasts/is likely to last more than 30 days, then the Other Party is entitled to terminate the Agreement with immediate effect.
3. If, at the commencement of the force majeure, ShapeView has already partially fulfilled its obligations, or can only partially fulfil its obligations, it is entitled to invoice the Services already performed or the executable part of the Agreement to separate account as if it were a self Agreement.
4. Damages that are caused by force majeure, subject to the application of the preceding paragraph, are never compensated.

ARTICLE 9. | SUSPENSION AND TERMINATION

1. ShapeView is, if the circumstances of the case reasonably justify, authorized to suspend the performance of the Agreement or to terminate the Agreement with immediate effect in whole or in part, if and insofar as the Other Party does not fulfil its obligations under the Agreement, not in time or not fully, or if after the conclusion of the Agreement ShapeView becomes aware of circumstances giving good ground to fear that the Other Party will not fulfil its obligations. If the fulfilment of the obligations of the Other Party in respect of which it falls short or threatens to fall short is not permanently impossible, the power to dissolve only arises after the Other Party has been formally declared in default by ShapeView and notice of a reasonable term is stated within which the Counterparty can fulfil its obligations (yet) and their performance after the expiry of the last term has still not been fulfilled.
2. If the Other Party enters in bankruptcy, its business is under liquidation or being closed, dies, (temporary) suspension of payment is requested, a statutory debt rescheduling scheme has been declared, any seizure of its goods are produced or where otherwise the Other Party cannot freely dispose of its assets, ShapeView is entitled to terminate the Agreement with immediate effect.
3. The Other Party is never entitled to any form of compensation in connection with the suspension or cancellation rights exercised by ShapeView pursuant to this article.
4. The Other Party is obliged to compensate the damage ShapeView suffers as a result of the suspension or termination of the Agreement.
5. If ShapeView dissolves the Agreement pursuant to this article, all claims against the Other Party shall be immediately due and payable.

ARTICLE 10. | AVAILABILITY OF THE SOFTWARE

1. ShapeView will endeavor to keep the Software, including the data stored under the user account, constantly available to the Other Party. However, ShapeView expressly does not provide any guarantees regarding the uninterrupted availability of the Software and the intended data.
2. From time to time, the Software may be adapted to improve its functionalities and to correct errors. In the event of a new functionality or in the event of changes that could substantially change the functioning of the Software, ShapeView will, as far as possible, inform the Other Party in advance, but without the Other Party being able to raise any objections to the implementation thereof.
3. ShapeView will endeavour to keep the Software up to date. However, ShapeView is dependent on third parties and therefore accepts no liability for not updating the Software on time.

ARTICLE 11. | TERMS OF USE OF THE SOFTWARE

1. During the term of the Agreement, the Other Party will acquire a non-exclusive, non-sublicensable and non-transferable right of use in respect of the Software. The termination of the Agreement will result in the termination of the right of use with regard to the Software.
2. The Other Party will only use the Software for its own purposes and will not provide third parties with access to the Software, with the exception of its own employees or auxiliary persons charged with a task that requires the use of the Software by the relevant person(s).
3. The Other Party is not permitted to obstruct or disrupt the Software or the servers or networks that ShapeView uses for the exploitation of the Software, for example by sending worms, viruses, spyware, malware or other destructive or disruptive codes.
4. The Other Party is not permitted to use the Software in any way whatsoever for unlawful acts, the commission of criminal offenses and/or acts that are contrary to generally applicable standards and values. This includes and is not limited to: infringing the intellectual property rights of ShapeView or its licensor, the unlawful and/or punishable distribution of content and criminal data traffic.
5. The Other Party refrains from hindering other customers of ShapeView (users of the Software) or Internet users in general. Furthermore, the Other Party shall refrain from causing damage to the systems or networks that ShapeView uses in the

context of the exploitation of the Software. The Other Party is not allowed to start processes or programs, whether or not via the systems of ShapeView, for which the Other Party knows or can reasonably suspect that this hinders ShapeView, other users of the Software or Internet users in general, or causes damage.

6. ShapeView will inform the Other Party of any measures taken by ShapeView in the event of a violation of the provisions of this article.

ARTICLE 12. | DOWNTIME AND MAINTENANCE

1. "Downtime" is understood to mean an interruption of the functioning of the Software as a result of a malfunction in the used network and/or the servers on which the functioning of the Software depends. The above-mentioned servers are managed by a third party.
2. If the Other Party detects downtime, it must immediately contact ShapeView. ShapeView will then endeavour to inform the Other Party about the downtime as well as possible and to end the downtime as quickly as possible. Damage that could arise as a result of downtime is not eligible for compensation. Nevertheless, if in respect of downtime ShapeView receives compensation from the third party as referred to in paragraph 1, the Other Party is entitled to claim a proportional part of this compensation.
3. ShapeView has the right to interrupt the functioning of the Software for maintenance. These interruptions are not considered as downtime.

ARTICLE 13. | TREATMENT OF PERSONAL DATA

1. The Other Party is itself fully responsible for the use by it and by its authorized employees/auxiliaries of the personal data collected via the Software, in accordance with the General Data Protection Regulation and other (international) relevant laws and regulations. A processing agreement is also concluded between the Parties at the conclusion of the Agreement and is included as an appendix to the Agreement concluded between the Parties.
2. The Other Party declares that it is aware of the relevant legislation regarding the processing of personal data via the Software, in particular with regard to obtaining permission from the data subjects and when this is required or not.
3. The Other Party is advised to make it known to users of its website, in accordance with the applicable legislation, that web-tracking software is used in connection with the Software. The Other Party indemnifies ShapeView against all third-party claims. In connection with the processing of personal data within the framework of the Agreement, the Other Party will therefore publish an adequate and legally correct privacy policy on its website and any other places where it requests personal data. The Other Party will refer to this privacy policy where necessary.

ARTICLE 14. | RATES AND PAYMENT

1. The ShapeView offer states as accurately as possible a statement of the price factors, including start-up costs relating to the Software, periodic subscription costs and a fixed price and/or hourly rate regarding any potential specifications made on the Software (or parts of) by the Other Party.
2. If a limit applies to the use of the Software, ShapeView can charge additional costs for exceeding this limit, according to the usual applicable rates.
3. The subscription costs as referred to in paragraph 1 must be paid in full at the start of the Agreement for the entire term of the Agreement, unless expressly agreed otherwise in Writing.
4. Payments shall be made by direct debit, unless the Other Party has not given any authorization for this, in which case payments must be made by means of a transfer.
5. Payments will be collected or must be made within 14 days of the invoice date.
6. ShapeView is entitled to make the invoices to the Other Party available to it exclusively by e-mail.
7. If timely payment is not made by the Other Party, the default of the Other Party shall automatically take effect without a notice of default being required. If an amount due is not paid within the payment term, the Other Party will owe the then current statutory commercial interest on the outstanding invoice amount.
8. In the event of late payment, the Other Party is obliged, in addition to the amount owed and the interest thereon, to pay full compensation for the extrajudicial and judicial collection costs, as well as the execution costs, including the costs for lawyers, bailiffs and debt collection agencies. In this case ShapeView is entitled, in particular, to charge administration costs of € 50, - and to suspend access to the Software and the further execution of the Agreement.
9. If the Other Party is a natural person who does not act in the exercise of a profession or business, the previous two paragraphs shall not deviate from the provisions of the Incassokosten Act, to the detriment of the Other Party.

ARTICLE 15. | CONFIDENTIALITY

1. Parties will treat information that they provide to each other before, during or after the execution of the Agreement confidentially when this information is marked as confidential or when the receiving party knows or ought to know that the

information was intended as confidential. The parties also impose this obligation on their employees as well as on third parties engaged by them to execute the Agreement.

2. ShapeView shall endeavour to avoid becoming aware of information that the Other Party stores and/or distributes via the Software, except insofar as this is necessary for the proper performance of the Agreement or if ShapeView is obliged to do so pursuant to a statutory provision or court order. In that case, ShapeView will endeavour to limit as much as possible the knowledge of the data, insofar as this is within its power.
3. ShapeView may use the knowledge gained during the execution of the Agreement for other purposes, insofar as no information from the Other Part becomes available to third parties in contradiction with confidentiality obligations.
4. The obligations under this article also continue to exist after termination of the Agreement, whatever the reason.

ARTICLE 16. | LIABILITY AND INDEMNITY

1. Except in case of intentional or deliberate recklessness of ShapeView, ShapeView is not liable for any direct or indirect damage, which shall also be understood as consequential loss, loss and lost of profit.
2. ShapeView is not liable for damage as a result of possible malfunctions that could occur in the Software.
3. Unless the law states differently, ShapeView is not liable for damage caused by errors or shortcomings of third parties whose help ShapeView uses in the execution and/or performance of the Agreement. .
4. ShapeView is never obliged to compensate for any damage in connection with the usage restrictions laid down in these general terms and conditions.
5. The Other Party shall indemnify ShapeView against claims from third parties that are based on the statement that the business and/or personal data provided by the Software are unlawful.
6. ShapeView does not provide any warranties with respect to the Software for minimum speeds, uninterrupted operation, reliability or accessibility. ShapeView is never liable for damage resulting from faults or changes in the telecommunication and/or data transport systems of third parties.
7. ShapeView uses a back-up system from suppliers. ShapeView is not responsible for data loss attributable to these suppliers or other third parties. If so desired, the Other Party may, in consultation, personally host his personal data or receive a back up. The Other Party may be charged for this.
8. The Other Party is aware that ShapeView cannot reasonably provide full protection against the security risks that a connection to the Internet implies. If the Other Party wishes to reduce or exclude these risks, the Other Party must set up a proper firewall and virus protection at its own expenses and risk.
9. Should ShapeView be liable for any damage despite the provisions in these general terms and conditions, ShapeView shall at all times have the right to rectify this damage. The Other Party must give ShapeView the opportunity to do so, failing which any liability of ShapeView will lapse in this respect.
10. Should ShapeView be liable for any damage in spite of the provisions in these general terms and conditions, then this liability shall be limited at the most to the invoice value of the Agreement and only for the part of the Agreement to which the liability of ShapeView relates. If the Agreement has a longer duration than three months, only the invoice value for the last three months of the Agreement shall be taken as the starting point for the determination of the invoice value as referred to in the previous sentence
11. If ShapeView is held liable by third parties for damage attributable to the Other Party, then the Other Party is obliged to assist ShapeView both in and out of court and to do everything that can reasonably be expected from it in that case, and without delay. Should the Other Party default on taking adequate measures, ShapeView is entitled to proceed to this without notice of default. All costs and damage on the part of ShapeView and/or third parties as a result thereof, are integrally for the account and risk of the Other Party.

ARTICLE 17. | INTELLECTUAL OWNERSHIP

1. All intellectual property rights on the Software and all documentation and/or other intellectual products provided to the Other Party within the framework of the Agreement are vested exclusively in ShapeView.
2. The Other Party is not permitted to multiply, modify, reproduce in any way, to distribute, share, exploit or make derivative works of the goods on which the intellectual property rights of ShapeView rest, other than in connection with the normal use thereof as provided for in the Agreement.

ARTICLE 18. | FINAL PROVISIONS

1. Dutch law shall exclusively apply to every Agreement and to all legal relationships arising between the Parties.
2. Before making any appeal to the court, the Parties are obliged to make the best possible effort to settle the dispute by mutual agreement.

3. Except insofar as the law deviates from this in the given circumstances of the case, only the competent judge within the district of ShapeView's location will be appointed to take note of any legal disputes.
4. If these general terms and conditions are available in several languages, the Dutch version will always be decisive for the interpretation of the terms contained therein.