

# General terms and conditions

## Article 1 General

1. These General Terms and Conditions apply to all quotes, and offers by uCrowds B.V., having its registered office at Padualaan 8, 3584CH Utrecht, the Netherlands, Ch. of Comm. no. 70493723 (hereinafter: 'UCR'), and to all agreements concluded by UCR with regard to purchase, engagement and performance of work, with UCR acting as Supplier of software, consultancy, project management and content development unless explicitly agreed otherwise in writing.
2. The general terms and conditions of the other party to UCR (hereinafter referred to as: the Other Party) are not applicable, independently or concurrently with the current General Terms and Conditions of UCR, unless explicitly agreed otherwise in writing. Deviations from the latter General Terms and Conditions are only possible with UCR's written consent.
3. These General Terms and Conditions also apply to agreements with UCR for the performance of which UCR is required to engage third parties.

## Article 2 Quotes

1. All quotes by UCR are without obligation and are valid until the date referred to in the quote. If no date is referred to, the quote is valid for 30 days after the 'date of quote' referred to in the quote.
2. Quotes, offers, agreements and engagements must be confirmed by the Other Party in writing. If the Other Party fails to do so, but nevertheless consents to UCR commencing performance of the engagement, the content of the quote will be deemed to have been agreed.
3. The prices stated in a quote are exclusive of BTW/VAT, and other (local) levies.

## Article 3 Definitions

1. *Other Party*: UCR's other party with regard to all quotes and offers, and with regard to all agreements concluded by UCR with regard to purchase, engagement and performance of work and/or services.
2. *Licensor*: UCR to license the software.
3. *Licensee*: The Other Party that has been authorised to use the UCR software for the agreed term of use.
4. *Subscription*: Agreed right to use and/or to upgrade UCR's software for a certain term.
5. *Updates*: Rectification of errors (bugs) in the UCR software, made available during the subscription period.
6. *UCR Software*: Crowd simulation software from uCrowds consisting of multiple "Modules" with which the user can create and show a virtual representation of crowds moving in a 3D virtual reality environment on any computer.

## Article 4 Contract term and extension of subscription

1. The agreement between UCR and the Other Party will be effective from the signing date "**Effective Date**" and is made for a term of one (1) year, unless the agreement provides otherwise. The Subscription will be automatically extended by a period of one (1) year each time, unless UCR receives written notice of termination from the Other Party no later than three (3) months before expiry of the contract term. The subscription cannot be terminated in the interim.
2. If a specific period has been agreed or stated for the completion of certain work or for the supply of certain items, such period shall never constitute a strict deadline. If a period is exceeded, the Other Party is therefore required to serve UCR with a notice of default, in respect of which UCR must be offered a reasonable grace period to perform the agreement.
3. UCR is entitled to terminate any ongoing agreement immediately if the Other Party breaches these Terms and Conditions. In that case, the Other Party cannot demand any refund of the software subscription or any other ongoing fees already paid for the current subscription period.
4. Upon the end of the agreement, the Other Party shall immediately cease use of all licence rights arising under the agreement and the related know-how of UCR and shall delete all software from its computer(s). UCR is entitled to check (or have checked) whether the contracting party has actually complied with this. If the Other Party has not complied with this, or has not done so in good time, it will incur an immediately eligible penalty of EUR 5.000 per day or part of a day that this breach continues.
5. Licensees which purchase a licence as a Subscription or as a 'day licence' are entitled to use the software for the term stated in the confirmation of engagement.
6. Licensees who have made use of the option 'purchase unlimited user rights at the end date of the subscription term' may continue to use the last supplied version of the software without restriction in accordance with the 'Permitted Use' under these General Terms and Conditions. These Licensees will not receive any further Updates and Upgrades.
7. The agreement replaces all previous proposals, correspondence or other communication, in writing or verbally.
8. Once a year, the Licensee and UCR will evaluate the progress of the existing contract and any improvements that could be made to it. The first evaluation will take place after 9 months.

## Article 5 Performance of the agreement

1. The agreement will be performed by UCR to the best of its knowledge and ability, and in accordance with good professional practice. The activities to be performed are subject to a best efforts obligation on the part of UCR. The application of article 7:404, 7:407 paragraph 2 of the Dutch Civil Code is explicitly excluded.
2. UCR determines how and by whom the assignment is performed. UCR is authorized to let third parties carry out certain tasks.
3. UCR is authorized to perform the agreement in phases. In case the agreement is performed in phases, UCR is entitled to invoice each executed part separately. If, and as long as an invoice is not paid by the Other Party, UCR is not required to perform the next phase and is authorized to suspend the performance of the agreement.
4. Execution of offered man hours is based on 5 days per week during Central European Time (GMT + 0100) business hours.
5. UCR is entitled to holiday days which are communicated in advance, despite any minimum hours included in the agreement.

**Article 6 Changes and additional work**

1. If during the performance of the agreement it appears to be necessary to change or supplement the agreement for an adequate execution UCR will inform the Other Party as soon as possible. Parties will proceed changing the agreement timely and in consultation with each other.
2. If the parties agree that the agreement needs to be changed/supplemented, the time to completion of the performance can be influenced by this. The Other Party will be informed accordingly by UCR as soon as possible.
3. If the changes or supplement to the agreement will have financial, quantitative and/or qualitative consequences, the Other Party will be informed of this by UCR in advance.
4. If a fixed fee or fixed price is agreed upon, UCR will indicate to what extent the changes/supplement of the agreement impacts the fee/price. In this case UCR will try – to the extent possible - to provide a quotation in advance.
5. UCR will not be entitled to charge additional costs in case the changes/supplement are due to circumstances attributable to UCR.
6. Changes made to the original agreement shall only be valid once these changes are accepted by both parties by means of a supplementary or changed agreement.

**Article 7 Obligations Other Party**

1. The Other Party makes sure that all information, equipment or spaces required for the performance of the Agreement as indicated by UCR, or which the Other Party should reasonably understand are required for the performance, are available in time. In addition, the Other Party needs to provide all rights and authorizations to UCR that are required to execute the assignment adequately.
2. UCR is not liable for any damages, of any kind, as a result of using incorrect and/or incomplete information provided by the Other Party with respect to the performance of the agreement, unless this inaccuracy or incompleteness should be known by UCR.
3. The Other Party will ensure that the employees of the Other Party's organization who are involved in the activities, are available in time.
4. The Other Party should refrain from conduct which makes it impossible for UCR to properly execute the assignment.
5. In case UCR or involved third parties by UCR carry out activities in relation to the assignment at the Other Party's location or a location designated by the Other Party, the Other Party will provide the reasonably desired facilities without any costs.
6. In case the Other Party fails to meet its obligations as referred to in this article, UCR has the right to suspend the execution of the agreement and/or charge the Other Party for the extra costs, in accordance with the market prices or fees, incurred due to the delay.

**Article 8 Consultancy and Project Management Rates**

1. The by UCR indicated rates and prices are excluding VAT, unless explicitly agreed otherwise in writing.
2. The rates and prices are excluding shipment-, travel-, accommodation and other expenses, unless otherwise agreed.
3. In case no rate or price was explicitly agreed upon, the applicable rate or price will be determined based on the actual hours worked and the usual rates of UCR.
4. Prior to concluding the agreement, UCR shall promptly provide the Other Party with an overview of all additional costs, or shall provide information based on which these costs can be charged to the Other Party.
5. In case UCR agreed a fixed rate or price upon concluding the agreement, UCR is entitled to increase these, even in the event such rate or price was not provided under conditions/with reservation.
6. In the event UCR intends to change the rate or price, it shall inform the Other Party accordingly as soon as possible.
7. In case the increase of the rate or price takes place within three months after concluding the agreement, the Other Party is entitled to cancel the agreement by a written notification, unless:
  - a. the increase derives from an authorization or a legal obligation of UCR under the laws of The Netherlands;
  - b. the increase is due to an increase of the price of raw materials, taxes, production costs, exchange rates, wages etcetera or for other reasons that could not have been reasonably foreseen upon conclusion of the agreement;
  - c. UCR is prepared to execute the agreement in accordance with originally agreed provisions; or
  - d. it has been stipulated that the execution will take place longer than three months after concluding the agreement.

**Article 9 Service and Support**

1. The Licensee may use the helpdesk for the purposes of reporting issues and receiving the Support Services. The Licensee must not use the helpdesk for any other purpose.
2. UCR is not obliged to offer service and support to the Licensee when the yearly license fee is not paid until date of the service and/or support request.
3. UCR is not obliged to offer service and support to the Licensee for (a) version(s) of the delivered software which has since been upgraded.
4. UCR is not obliged to offer services and support to the Licensee for the software installed on devices which do not meet the advised specifications of hardware published by UCR at the time the Agreement is entered into. The previously and currently advised hardware specifications per software product can be provided by UCR by email upon request.
5. UCR is not obliged to offer service and support to the Licensee for issues arising in connection with the absence, failure and/or malfunction of a local IT network, internet and/or administration rights.
6. UCR will ensure that the helpdesk is accessible to the Licensee by telephone and e-mail.
7. UCR will ensure that the helpdesk is operational and adequately staffed during Central European Time (GMT + 0100) business hours during the Term.
8. The Licensee will ensure that all requests for support services that it may make from time to time shall be made through the helpdesk.
9. To receive services and support, these provided terms do apply:
  - a. The Licensee shall install all updates and driver updates of their hardware devices that become available from time to time. UCR is not obliged to provide support and maintenance services with regard to devices on which the latest windows and driver updates have not been installed.
  - b. UCR does not warrant that a malfunction or other problem reported by the Licensee will be solved through an update or software patch. If a problem with the UCR software is not solved through an update or software patch, UCR will communicate and follow up with the Licensee to find out if there is a possible alternative solution. If needed, UCR will try to solve the issue with remote access. If remote access is not possible, the Licensee can send its device to UCR at its own expense for further testing. UCR does not warrant that a solution will be found.

**Article 10 Updates**

1. UCR Licensees with a subscription licence and Licensees with a valid 'upgrade subscription' will receive Updates during the subscription term.
2. Updates will be provided to the Licensee where necessary.
3. The Licensee must install Updates itself.

**Article 11 Performance of the agreement, costs of supply**

1. UCR is entitled to have work performed by third parties.
2. Costs of dispatch within the Netherlands will be calculated based on D.D.P. ('Delivered Duty Paid'). Costs of dispatch outside the Netherlands it will be calculated based on C.I.F. ('Cost, Insurance and Freight').
3. UCR is entitled to perform the agreement in different phases and to invoice the part thus performed separately.
4. If the agreement is performed in phases, UCR may suspend the performance of parts pertaining to a subsequent phase until such time as the Other Party has approved the results of the preceding phase in writing.
5. If it transpires during performance of the agreement that its proper performance requires a change or addition thereto, the parties shall proceed to amend the agreement in good time and in mutual consultation. If the nature, scope or substance of the agreement is changed, whether or not at the request or on the instructions of the Other Party or the competent authorities etc., and the agreement is thereby changed in qualitative and/or quantitative terms, this may also have consequences for the sum originally agreed. UCR will provide an advance estimate regarding this as far as possible. A change to the agreement may also result in adjustment of the performance period originally stated. The Other Party accepts the possibility of a change to the agreement, including adjustment to the price and performance period.
6. If the Other Party fails to meet its obligations vis-à-vis UCR properly, the Other Party will be liable for all damage directly or indirectly incurred or to be incurred on the part of UCR.
7. The price of a UCR Subscription is fixed during the first year of the agreed minimum subscription period. After this first year of service UCR is entitled to increase the agreed subscription price by a maximum of 10% per year.
8. Notwithstanding the foregoing, UCR is entitled at all times to increase the price if changed market prices and/or price increases by suppliers, or other developments, such as changes in the costs of materials and labour, inflation, government measures, currency exchange rates, taxes, duties, levies, or unforeseen circumstances give cause to do so.

**Article 12 Payment and collection costs**

1. Payment for subscriptions, pay-per-use, services and support is payable annually in advance. UCR reserves the right not to perform service and support services or to supply hardware until payment has been received.
2. Unless agreed otherwise, a payment of 60% is owed for customisation and configuration upon engagement. A payment of 35% is owed when the customisation or configuration is supplied to the Other Party. The remaining payment of 5% is owed upon acceptance by the Other Party. UCR and the Other Party may agree other payment terms and conditions, a description of which must be included on the page 'Special Arrangements' in the engagement confirmation.
3. Payment of consultancy, project management, implementation and training is based on an hourly rate agreed as per contract or offered quotation. If no rate was agreed and work was performed, UCR will apply the UCR standard list pricing. All prices are excluding VAT and (local) levies.
4. Payment of invoices sent by UCR must be effected within 30 days of the invoice date. If payment (or full payment) is not received within this period, the Other Party will be in default by operation of law and will owe interest equal to the statutory interest pursuant to Article 6:119a Dutch Civil Code. If the payment deadline is exceeded by more than 30 days, UCR is also entitled, without further notice of default, and notwithstanding UCR's entitlements to statutory interest, to immediately charge the Other Party a default penalty of 15% of the sum owed to UCR with a minimum of EUR100,- for each invoice which has not been paid in full or in part. All costs incurred by UCR in relation to overdue payments, such as costs of litigation, judicial and extrajudicial costs, including costs for legal assistance, bailiffs and debt collection agencies, will be borne by the Other Party.
5. In the event of bankruptcy, suspension of payments, liquidation, seized assets, death or guardianship the claims of UCR and the obligations of the Other Party towards UCR shall be immediately due and payable.
6. Any reasonably incurred judicial and enforcement costs shall be for the account of the Other Party as well.
7. UCR is entitled to invoice periodically.
8. UCR is entitled to apply the payments made by the Other Party first to satisfy the costs, then to satisfy the interest that has become due and, finally, to satisfy the principal sum and the current interest.
9. Under no circumstances will the Other Party be entitled to set off amounts owed to UCR.
10. Objections to any amount charged in an invoice do not suspend the payment obligation. If the Other Party is not entitled to rely on part 6.5.3 of Book 6 of the Dutch Civil Code, it is not entitled to suspend payment of an invoice for any other reason either.
11. Travel and lodging costs are never included.

**Article 13 Permitted use**

1. The Other Party may only use the software included in the licence for the education and training of employees in its own organisation, without commercial intention. Without UCR's written consent, the Other Party is not permitted to use the software to train people other than its own employees, nor is the Other Party permitted without UCR's written consent to request payment for carrying out, (software) development, education, practice and training with the support of the software.
2. The reproduction of the software, in particular the translation of the programme code made available to other code forms (de-compilation) and other types of analysis of the various steps in the production of the software (reverse engineering) are not permitted.
3. The Other Party's organisation is limited to those (directly) employed within the entity of the Other Party. It is explicitly stated that subsidiaries and sister companies, joint ventures or other companies affiliated with the Other Party are not part of the Other Party's organisation.

**Article 14 Intellectual property and ownership rights**

1. Without prejudice to the other provisions of these General Terms and Conditions, UCR reserves the rights and powers vested in UCR under the Copyright Act.
2. All documents provided by UCR such as reports, advice, agreements, designs, sketches, drawings, software, etc. are exclusively intended to be used by the Other Party and may not be reproduced, resold, made public or brought to the notice of third parties without the prior consent of UCR, unless the contrary follows from the nature of the documents provided.
3. All intellectual property rights to the software, applications etc. developed by UCR or made available to the Other Party, including in particular - but not exclusively - SimCrowds software, the uCrowds engine, TerraCrowds software, the Unity3D plugin and the Unreal plugin, are vested exclusively in UCR.
4. Unless the work is not suitable for it, UCR shall be entitled at any time to mention or remove its name on or near the work.
5. UCR reserves the right to use the knowledge gained in executing the work for other purposes, to the extent that no confidential information is brought to the attention of third parties.
6. The Other Party is not allowed to reconstruct the object code of the Software by means of reverse engineering. If the Other Party needs information to achieve interoperability of the Software with computer software of the Other Party or third parties (after permission), the Other Party shall request the necessary information from the Supplier in writing, stating reasons. The Supplier shall then inform the Other Party within a reasonable time whether he can get access to the requested information and the conditions under which it is provided.

**Article 15 Retention of title and security**

1. All items supplied and yet to be supplied by UCR - including the items containing the software - remain the exclusive property of UCR until all claims UCR has or will acquire against the Other Party, including in any event the claims stated in Article 3: 92(2) Dutch Civil Code, have been paid in full.
2. As long as title to the items has not passed to the Other Party, the Other Party is not authorised to pledge the items or grant third parties any other rights to the items.
3. The Other Party undertakes to cooperate upon UCR's first request in creating a right of pledge on the claims the Other Party has or will acquire against its purchasers pursuant to the onward supply of items.
4. The Other Party is required to store the items delivered under retention of title with due care and as the recognisable property of UCR.
5. The Other Party must do everything that may reasonably be expected of it at all times to safeguard UCR's proprietary rights.
6. If third parties seize the items supplied under retention of title or wish to establish or assert rights to the same, the Other Party is required to make UCR's retention of title known to the third parties immediately and to inform UCR about this immediately.
7. If UCR wishes to exercise its proprietary rights as referred to in this Article, the Other Party hereby gives its advance, unconditional and irrevocable consent to UCR and third parties to be designated by UCR (i) to enter all locations where the items that belong to UCR are located and (ii) to repossess such items.
8. As long as the items supplied are carriers of licensed information, they cannot be assigned or encumbered. Nor can the Other Party's right of use be assigned or encumbered.

**Article 16 Suspension, termination and premature cancellation of the agreement**

1. UCR is authorized to suspend the performance of the obligations or to terminate the agreement if:
  - a. the Other Party does not perform the obligations under the agreement, or does not perform them fully or in good time;
  - b. after conclusion of the agreement, UCR becomes aware of circumstances that give it good reason to fear that the Other Party will not perform its obligations;
  - c. upon conclusion of the agreement, the Other Party was asked to provide security for the performance of its obligations under the agreement and this security has not been provided or is insufficient;
  - d. If, due to delay on the part of the Other Party, UCR can no longer be required to perform the agreement under the conditions originally agreed, UCR is entitled to terminate the agreement.
2. Furthermore, UCR is authorized to terminate the agreement if circumstances occur that are such that performance of the agreement is impossible or if circumstances occur otherwise that are such that unchanged maintenance of the agreement cannot reasonably be required of UCR.
3. If the agreement is terminated, any claims of UCR against the Other Party will become immediately due and payable. If UCR suspends performance of the obligations, it will retain its claims under the law and the agreement.
4. If UCR proceeds to suspension or termination, it will in no way be obliged to compensate damage and costs resulting from this in any way.
5. If UCR proceeds to suspension or termination, the Other Party must immediately delete the software supplied by UCR from its computers. UCR is entitled to check (or have checked) whether the contracting party has actually done so. The Other Party cannot demand any refund of the subscription fee already paid for the current subscription year.
6. If the termination is attributable to the Other Party, UCR will be entitled to compensation for the loss and damage, including costs, directly or indirectly caused by the same.
7. In the event of liquidation, of suspension of payments or bankruptcy or the filing for the same, of attachment – if and to the extent that the attachment is not lifted within three months – against the Other Party, of debt restructuring or any other event as a result of which the Other Party no longer has its assets freely at its disposal, UCR will be at liberty to give notice of termination of the agreement immediately and with immediate effect, to suspend its obligations or to cancel the order or agreement, without incurring any liability to pay any damages or compensation. In that case, UCR's claims against the Other Party will become immediately due and payable.
8. In the event that the Other Party cancels an order in full or in part, the goods ordered or readied for the same, plus any costs of shipment to and from the site and costs of delivery and of working time reserved for the performance of the agreement, will be charged to the Other Party in full. In the event of cancellation of a Subscription, the Other Party must pay the full subscription fee for the agreed minimum period.
9. The Other Party is not entitled to transfer its rights and obligations under the agreement to any third party without the prior written consent of UCR.
10. UCR is entitled to impose conditions in relation to such consent.

#### **Article 17 Liability**

Should UCR be liable, such liability will be limited to that laid down in this provision.

1. UCR will in no way be liable or liable to the Other Party for any damage arising from or resulting from the (temporary) unavailability or (interim) failure of the service, environment or website.
2. UCR is not liable for any damage, of whatever nature, that has arisen because it has relied on incorrect and/or incomplete information provided by or on behalf of the Other Party.
3. UCR will not be liable for any kind of loss or damage whatsoever resulting from UCR using inaccurate and/or incomplete data supplied by or on behalf of the Other Party;
4. UCR accepts no liability for loss or damage resulting from incomplete or incorrect education or training carried out using the supplied software technology ;
5. UCR cannot be held responsible for hardware defects caused by external force, liquids or incorrect use.
6. UCR cannot be held responsible for the (limited) functioning of the hardware as a result of the effects of third party software and/or viruses, malware and the like;
7. UCR will not be liable for any damage resulting from results of the Software or conclusions drawn from the results when using the Software.
8. UCR will only be liable for damage (i) if such damage is covered by its liability insurance and up to the amount paid out by its insurance for the event in question plus the excess or (ii) if there is intent or gross negligence.
9. If for any reason whatsoever UCR is liable for any form of loss, such liability shall be limited solely to direct loss (whereby liability for indirect loss is expressly excluded) up to a maximum of the order sum. If the Agreement is a continuing performance contract with a term of more than one year, the price stipulated for the Agreement shall be set at the total of the remunerations (excluding VAT) stipulated for one year. In all cases the amount for which UCR can be held liable shall be limited to €7,500.00 (seven thousand five hundred euros).
10. All rights of action and other powers, for whatever reason, that the Other Party has against UCR, must be received by UCR in writing within 12 months from the moment the Other Party became aware of them or could reasonably have become aware of them, failing which these rights shall lapse.
11. The Other Party will indemnify UCR against all claims of third parties who suffer damage in connection with the execution of the Agreement or the use of the Software.
12. If the Other Party provides UCR with information carriers, electronic files, software or whatever content, UCR guarantees that this does not infringe any (intellectual) property rights or copyrights of third parties.
13. The Other Party will indemnify UCR against claims from third parties relating to any infringement of privacy rights and/or intellectual property rights on materials or data provided by UCR, which are used in the performance of the Agreement.
14. UCR is not liable for indirect damage, including consequential damage, loss of profits, lost savings and loss due to business interruption. Direct damage is exclusively understood as:
  - a. the reasonable costs of ascertaining the cause and scope of the damage, to the extent the determination is related to damage as referred to in the Terms and Conditions;
  - b. any reasonable costs incurred to repair the failure in the performance by UCR in order to meet the Agreement insofar as this can be attributed to UCR; or
  - c. reasonable costs incurred to prevent or limit damage, to the extent the Other Party is able to demonstrate that these costs have led to a limitation of direct damage as referred to in the Terms and Conditions.
15. UCR shall not be liable for mistakes in the event the Other Party has already given approval, or has had the opportunity to carry out an inspection and has expressed no desire for such an inspection.
16. The liability restrictions set out in this article also apply to third parties appointed by UCR for the performance of the Agreement, and UCR shall not be liable for damages caused by failures of such third parties.
17. The liability of UCR will in any case be limited to the amount paid out by the insurer in such particular event plus the amount of the excess. UCR is not liable for events not covered by the insurance agreements concluded by UCR in that respect.

#### **Article 18 Indemnification**

1. The Other Party indemnifies UCR, to the extent permitted by law, against liability towards one or more third parties, arisen from and/or connected to the performance of the Agreement, irrespective of whether the damage is caused or inflicted by UCR or by the third parties appointed by UCR, by auxiliary materials or the completed Assignment.
2. In addition, the Other Party indemnifies UCR, to the extent permitted by law, against all liabilities from third parties in connection with any infringement of Intellectual property rights of these third parties.
3. The Other Party is always required to use its best efforts to limit the damage to a minimum.

#### **Article 19 Expiration term**

All claims and/or authorizations which the Other Party may have against UCR and/or any third parties appointed by UCR have, by way of derogation from statutory limitation period, a limitation period of one (1) year starting upon the occurrence of an event resulting in gaining such claims and/or authorizations by the Other Party against UCR and/or any third parties appointed by UCR.

#### **Article 20 Marketing, communication and confidentiality**

1. Both parties undertake not to disclose to third parties any confidential information obtained from each other or from another source in the context of the Agreement. Information is deemed to be confidential if the other party has communicated it as such or if this results from the nature of the information. The party receiving confidential information, shall only use it for the purpose for which it was provided.
2. If UCR is required by law or by any legal authority to disclose confidential information to third parties and UCR cannot invoke a legal privilege or a privilege acknowledged or approved by a competent court of law, UCR shall not be liable for any damages or compensation, and the Other Party shall not be entitled to dissolve the Agreement pursuant to any damage caused by such disclosure.
3. Notwithstanding the above, UCR is authorized to include the name and company logo of the Other Party in a list of business relations, that is published on the website for third parties or via other means, unless agreed otherwise.

**Article 21 Force Majeure**

1. UCR will not be required to perform any work to which the Other Party is entitled under the agreement if UCR is prevented from doing so by a circumstance that is not attributable to fault and for which it is not accountable by law, a legal act or according to generally accepted standards.
2. In these General Terms and Conditions, force majeure shall mean, in addition to its definition under Dutch statutory and case law, all external causes, whether foreseen or unforeseen, beyond the control of UCR, but which render UCR unable to perform its obligations. This includes strikes at the business of UCR or that of third parties. UCR is also entitled to invoke force majeure if the circumstance hindering (further) performance of the agreement commences after UCR should have fulfilled its obligation.
3. UCR may suspend its obligations under the agreement for as long as the force majeure circumstance continues. If this period continues for more than two months, UCR is entitled to terminate the agreement without any obligation to pay damages to the Other Party.
4. To the extent that, at the time the force majeure circumstance commenced, UCR had already partly performed its obligations under the agreement or is able to perform the same, and the part performed or to be performed has independent value, UCR will be entitled to invoice separately for the part already performed or to be performed.
5. In addition to the interpretation of this concept under the laws of The Netherlands and case law, the term "force majeure" under these Terms and Conditions shall include all external causes, foreseen or unforeseen, beyond the reasonable control of UCR due to which UCR is unable to comply with its obligations.
6. Force majeure in relation to UCR shall in any case include:
  - a. strikes;
  - b. transport disruptions;
  - c. acts of government that prevent UCR from timely and/or proper fulfilment of its obligations;
  - d. riots, civil disturbance, wars,
  - e. traffic obstructions;
  - f. labour difficulties;
  - g. extreme weather conditions;
  - h. fire;
  - i. pandemics and/or medical mass situations;
  - j. embargoes or inability to obtain supplies; and/or
  - k. any circumstances which obstruct the normal course of business resulting in the fact the performance of the Agreement by UCR cannot be reasonable expected by the Other Party.

**Article 22 Applicable law and disputes**

1. All legal relationships to which UCR is a party shall be governed exclusively by Dutch Law; this also applies if an obligation is performed entirely or partly abroad or if the party involved in the legal relationship is established there. The applicability of the Vienna Sales Convention is excluded.
2. If a dispute arises between the parties, their first step must always be to consult with each other to try to resolve it amicably.
3. If resolution is not achieved via the consultation referred to in the previous paragraph, each party is entitled to have the dispute settled before the District Court of The Hague.

**Article 23 Privacy and confidentiality**

1. UCR respects the privacy of the Other Party. UCR handles and processes all personal data provided in accordance with the applicable legislation, specifically the Dutch Personal Data Protection Act. The Other Party agrees with this handling. UCR applies appropriate security measures for the protection of personal data of the Other Party.
2. UCR will use the personal data of the Other Party exclusively for the performance of the agreement or to deal with a complaint.
3. For more information with respect to privacy we refer to the website of UCR.
4. The parties will treat confidential information that they provide to each other before, during or after the execution of the Agreement in the strictest confidence. The parties shall also impose this obligation on their employees as well as on third parties engaged by them for the execution of the Agreement.

**Article 24 Filing venue and changes to Terms and Conditions**

1. These General Terms and Conditions have been filed with the Chamber of Commerce (Kamer van Koophandel) under registration number 70493723 and are accessible via the website: [www.ucrowds.com](http://www.ucrowds.com).
2. The most recently filed version of these General Terms and Conditions as was current at the time the legal relationship with UCR B.V. materialised will apply in each case.
3. Any deviations from these General Terms and Conditions can only be agreed in writing. No rights shall derive from such deviations with regards to legal relationships entered into subsequently.

**Article 25 Final provisions**

1. The administration of UCR is considered, subject to counter-evidence, as proof of the requests made by the Other Party. The Other Party recognizes that electronic communication may serve as proof.
2. In case and to the extent that any provision of these Terms and Conditions and/or the Agreement will be declared invalid or unenforceable under the applicable legislation and regulations, the other provisions or parts of the provisions will continue to apply. UCR replace the provision in question with a valid and enforceable provision that differs as little as possible from the original provision.
3. The place of performance of the agreement shall be deemed the place where UCR is located.