

TERMS OF SERVICES

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1. Applicability

- 1.1 These Terms of Services will be applicable to the provision of the Services by Incentro to the Client, any use of the Services by the Client and the Agreement between Incentro and the Client.
- 1.2 Incentro may change these Terms of Services unilaterally after having notified the Client thereof. The Client agrees that he is bound by the changed Terms of Services, if he uses the Services after this notification. The changed Terms of Services will be placed on the website and can be obtained from Incentro free of charge.
- 1.3 Changes and additions to the Agreement will only be valid, if and to the extent that these have explicitly been agreed upon in writing. Deviations will only refer to the Agreement for which they have been made.
- 1.4 General purchase conditions or any other Terms of Services of the Client will not be applicable to the legal relationship between the Client and Incentro and are explicitly rejected.

2. Definitions

The following terms beginning with a capital will have the following meaning:

- Agreement: agreement between Incentro and the Client including these Terms of Services, in which or to which the mutual rights and obligations with regard to the Services and the use by the Client and User have been laid down;
- Client: the legal entity that purchases particular Services from Incentro on the basis of an Agreement;
- Confidential Information: any verbal or written information provided by one of the parties of which it is immediately clear that this is confidential and any such information of which the party concerned indicates that this must be treated confidentially;
- Incentro: Incentro Nederland B.V., a private company with limited liability incorporated under Dutch law, which provides the Services to and on the instructions of the Client, as further stipulated in these Terms of Services;

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Intellectual Property:	patent, copyright, trademark, designs and model law rights and/or other (intellectual property) rights, also including <i>sui generis</i> rights on databases, or other products, and – patentable or not – technical and/or commercial know how, methods and concepts;
Services:	the services to be provided by Incentro, as further described on the Website, including access to the software provided thereon by Incentro and/or third parties;
User:	the user of the Services who is authorized pursuant to the Agreement and who is employed by the Client or is otherwise working in the Client's organization;
Website:	Incentro's social intranet solution that can be reached through the URL(s) as provided by Incentro.

3. Offers and Conclusion of Agreements

- 3.1 All offers made by Incentro will be completely without any obligation. Incentro will reserve the right to recall an offer made by it within seven (7) days after the acceptance thereof.
- 3.2 If upon the acceptance by the Client the offer made by Incentro is deviated from, this acceptance of the Client will be regarded by Incentro as an invitation to make an offer. If he wishes to consider this, Incentro will make a new offer, to which the clauses 3.1 and 3.2 will apply again.
- 3.3 Without prejudice to the stipulations in clause 3.1, an Agreement will be concluded when the Client accepts Incentro's offer.

4. Scope of Services

- 4.1 Incentro will provide the Services to the Client for the term of the Agreement. Incentro will provide the Client with the URL(s) of the Website by means of which the Services can be approached by a User. Incentro provides the Client with a non-exclusive and non-transferable right for access to and use of the Services for the User.
- 4.2 The Client may let the Services only be used by the Users in the Client's organization for the internal purposes of its organization. The Client is not allowed to let the Services be used by third parties. The Client may not function as application service

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provider with respect to the Services.

- 4.3 Incentro will have the right to adapt the Services from time to time in order to improve the functionality and to remedy errors. Incentro will use best efforts to solve any errors in the Services, but cannot guarantee that all the errors are remedied. If an adaptation requires a considerable adaptation on the Client's side in Incentro's reasonable view, or will lead to a considerable change in functionality, Incentro will notify the Client thereof as soon as possible. As the Services will be delivered to multiple Clients, it will be impossible to waive a particular adaptation for the Client alone. The Client cannot claim any compensation of damage.
- 4.4 For software and services that Incentro obtains from third parties, Incentro can never be demand for any more or other than that which applies with regard to the use and maintenance in the relationship between Incentro and its supplier in question.
- 4.5 Incentro will have the right to suspend the user's rights with regard to the Services or the delivery of other products and/or services (temporarily), to take them out of service and/or to limit the use thereof, if the Client and/or User:
- a. does not fulfill any obligations towards Incentro; or
 - b. acts contrary to these Terms of Services; or
 - c. causes in Incentro's opinion an interruption or delay of the Website and/or the Services.

Incentro will notify the Client thereof beforehand, unless this can reasonably not be required from Incentro.

- 4.6 At any time Incentro will have the right to implement changes in the procedure prescribed by Incentro in order to enable the User to obtain access to the Services, without creating any right to compensation for the Client and/or User towards Incentro. In such case, Incentro will notify the User of the changes as soon as possible.

5. Conditions for the Use of the Services

- 5.1 The Services, products and user rights which Incentro grants or delivers pursuant to the Agreement may only be employed for legal and legitimate purposes. Furthermore, these may only be employed in such way that third party rights are not violated, including but not restricted to intellectual property rights.

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- 5.2 The Client and/or User will determine which information is stored and/or exchanged by means of the Services. The Client and/or User is therefore responsible for this information not violating any third party rights or being lawful in any other way. Incentro does not accept any liability for the information stored and/or exchanged by means of the Services. The Client will indemnify Incentro from third party claims based on the assertion that the information stored and/or exchanged by the Client and/or the User by means of the Services violates third party rights or is unlawful in any other way.
- 5.3 If Incentro knows or realizes that information which the Client and/or User has stored and/or exchanged by means of the Services is unlawful, Incentro will have the right to take immediate action to remove that information or to make the access to it impossible. In no case, Incentro will be liable for any damage arising from that action.
- 5.4 Incentro will not be liable for any abuse of user names and passwords and may assume that an user who enters the user name and password of an User actually is that User. As soon as the Client and/or User knows or has reason to believe that user names and passwords have fallen into the hands of unauthorized persons, the Client and/or User must inform Incentro about this, without prejudice to the own obligation of the Client and/or User to immediately take efficient measures itself. The Client will inform Incentro in writing about changes in relevant data concerning the User as soon as possible.
- 5.5 The Client and/or User will not be allowed to use the Services for acts and/or conducts contrary to the applicable statutory provisions, the Agreement or these Terms of Services. The Client and/or User must observe the (technical) prescriptions, conditions and procedures, which will be provided by or on behalf of Incentro.
- 5.6 The Client will for its own risk and account take care of the required Google Apps for Work applications, hardware and software, peripherals and connections in order to enable the use of the Services.
- 5.7 The Client will guarantee that the User will strictly and faithfully comply with the obligations arising from the Agreement, these Terms of Services and user's prescriptions, user's conditions and user's procedures that Incentro will provide from time to time or will make available digitally through the Website at any time. To the extent to which there are any obligations of the User, these are also obligations of the Client itself.

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6. Maintenance and Support

- 6.1 Incentro reserves the right to close down the Services temporarily for maintenance, adaptation or improvement of the Website and/or the Services. Incentro will let this closedown take place beyond office hours as much as possible and will timely inform the Client about the planned closedown in advance through the Website. Incentro will never be bound to any compensation towards the Client as a result of this closedown of the Services.
- 6.2 General information about the use of the Services will be provided through the Website. Incentro will use best efforts to keep this information adequate. However, Incentro cannot guarantee the correctness and/or completeness of the support information provided.

7. Prices

- 7.1 The Client pays to Incentro a fee per User for the Services, calculated according to the then applicable tariffs of Incentro as published on the Website through www.blokk.io.
- 7.2 The prices offered by Incentro and/or agreed upon between the parties will always be excluding sales tax and any other government levies.
- 7.3 Incentro will have the right to adapt its tariffs from time to time. A change in the applicable tariff that is detrimental to the Client must be announced on the Website at least one month prior to the entry into effect of the change. In that case, the Client will have the right to terminate the then current Agreement as of the date on which the detrimental effect in question will enter into force.

8. Payment

- 8.1 The agreed monthly fee must be paid by the Client in advance.
- 8.2 The monthly amount agreed upon for the Services will be via automatic direct debit from the credit card of Client on the first day prior to the next month. The first monthly fee must be paid via credit card on the date mentioned in or to the Agreement.
- 8.3 In the event of nonpayment or non-timely payment by the Client, he will owe an interest of 1.5% per month to Incentro over the outstanding amount from the day on which payment to Incentro should ultimately have taken place until the day of full payment, a month that has already started being counted as a full month.

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- 8.4 The Client must also bear all judicial and extrajudicial costs of any nature, which Incentro will have to make as a result of non-fulfillment by the Client of its obligations towards Incentro.
- 8.5 In the event of nonpayment or non-timely payment, Incentro will have the power to suspend any (further) delivery of products and/or services until the moment at which the Client will have completely fulfilled its payment obligations, including the payment of interest and costs due.
- 8.6 Any appeal to set-off by the Client will be excluded, unless the appeal to set-off concerns a claim on Incentro which Incentro has recognized unconditionally.

9. Communication

- 9.1 Any communication between Incentro and the Client may be effected electronically, including by e-mail or through the Website, except if the Agreement and/or mandatory statutory provisions deviate from this.
- 9.2 The version of the communication in question stored by Incentro will apply as evidence thereof, except for evidence to the contrary by the Client.
- 9.3 Electronic communication will be deemed to have been received on the day of mailing, unless the opposite will be proven by the receiver thereof. If the communication has not been received as a result of delivery and/or accessibility problems with respect to the Client's e-mailbox, this will be for the Client's risk.

10. Incentro's Obligations to Perform to the Best of its Ability

- 10.1 Incentro will use best efforts for optimum availability and accessibility of the Services. Incentro will explicitly not guarantee the (uninterrupted) functioning thereof.
- 10.2 Incentro will use best efforts for an adequate protection under the state of the art of the Services without the own responsibility of the Client for a sufficient protection of its systems, data and other information – sensitive or not – being affected.
- 10.3 Incentro will explicitly bear an obligation to perform to the best of its ability and not an obligation to guarantee a certain result.
- 10.4 In no case, Incentro will guarantee:
- unrestricted access to the Website and/or the Services;
 - correct and undamaged data transmission;
 - undisturbed and uninterrupted use of the Website and/or the Services;

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- the full reliability and unhackability of the Website and/or the Services.

10.5 Incentro will never be bound to repair data that are lost or compensate damage caused by the loss of data.

11. Confidentiality

Any of the parties will take all the measures that can reasonably be taken in order to guarantee the secrecy of Confidential Information to the extent to which this is possible in connection with the performance of the Agreement and except where Incentro has a statutory or professional obligation for publication.

12. Personal Data

12.1 To the extent that the use of the Services implies the processing of personal data, the Client gives Incentro permission to process the personal data of Users in the scope of the Services, its administrative and management tasks and if a statutory obligation exists for this. Incentro may store and process the data provided by the Users in the Google cloud (also) outside the European Union such as e.g. in the United States.

12.2 Incentro will have access to (personal) data of Users stored in Google Apps for Work for the access and use of the Services such as:

- emails stored in Gmail;
- Google agenda;
- files stored in Google Drive.

12.3 Incentro may store (personal) data of Users for the access and use of the Services such as:

- information generated and/or uploaded by Users in the Services;
- content of Google Sites;
- login credentials of Users (user name, email address and Google ID).

12.4 Incentro will take appropriate technical and organizational measures to protect the (personal) data against loss or against any form of unlawful processing. These measures will be appropriate, taking into account the state of the art and the costs involved in this and will also be aimed at preventing unnecessary collection and further processing of personal data.

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- 12.5 If the Client wish to know which (personal) data Incentro has registered about the Client or the User or wish to change the data, it can contact Incentro through info@blokk.io.
- 12.6 Incentro does not operate, control, endorse or guarantee any third party content, services and/or products such as Google Apps for Work. Incentro is not responsible for any content, services and/or products provided by third parties, nor is Incentro responsible for any practice followed by such third parties with respect to the collection and processing of personal data of their users. Terms and conditions of use, privacy policy and other policies may apply to the use of Google Apps for Work which can be found on the Google website or will be sent to the Client on request.

13. Intellectual Property Rights

- 13.1 Any Intellectual Property rights on the Services and on the preparatory documents, manuals and/or other material will (continue to) remain with Incentro or with the third party from whom Incentro will have obtained the right to provide the Services in question to the Client both during and after the Agreement.
- 13.2 These conditions will fully apply to changes, adaptations and/or new versions of the Services.
- 13.3 Documents provided to Clients may not be copied, imitated or shown to third parties by the Client.
- 13.4 The Client will guarantee that he, if and to the extent that he provides data, logos and other materials to Incentro in the scope of the Agreement, will have the right to do so and that these data, logos and materials do not violate any third party rights.
- 13.5 The Client may not remove notices of the entitled party with respect to Intellectual Property Rights. The same applies to communications that certain information is confidential.

14. Limitation of Liability

- 14.1 Incentro will not be liable for damage of any nature, which the Client suffers, arising from the non or not correct performance of this Agreement, except if and to the extent that the damage is the result of intention or deliberate recklessness of Incentro or its senior management, in which case Incentro's total liability will be limited to

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compensation of direct damage to the maximum fees, excluding VAT, actually paid by Client to Incentro in the then current calendar year.

- 14.2 Incentro's liability because of attributable failure to fulfill an agreement will in any case only arise if the Client gives Incentro immediately and appropriately written notice of default, a reasonable term for curing the failure will be set, and Incentro continues to fail attributable to fulfill its obligations after that term. The notice of default must contain a description of the failure that is as complete and detailed as possible, so that Incentro will be able to react in an adequate way.
- 14.3 A condition for the rise of any right to damages will always be that the Client will notify the damage as soon as possible after the arising thereof to Incentro in writing. Any claim for damages against Incentro will lapse by the mere expiry of 12 months after the rise of the claim.
- 14.4 The stipulations from this clause will also apply for any (legal) persons which Incentro will employ to fulfill the agreement.
- 14.5 If as a result of an event (in which an interrelated series of events applies as one event), more than one claim arises and the joint claims exceed an amount of EUR 500.000,-, the claims will be paid proportionally.

15. Indemnification

The Client will indemnify Incentro from any third party claims for whatever reason in connection with or arising from the Agreement and/or the use of the Services or other services delivered by Incentro and/or products (including liability for infringement of (intellectual property) rights, intrusion on one's privacy, unlawful cross-border data traffic) and will compensate Incentro for all the costs, damage and fines arising from these claims.

16. Force Majeure

- 16.1 In the event of a non-attributable failure ('force majeure') by circumstances beyond the parties' control (like fire, flooding, frost, lightning, labor dispute, strike or breakdowns, mobilization, attachment of goods, embargo, the lack of means of transportation and a general use of stocks) which impede the uninterrupted fulfillment of the Agreement, including the functioning or the accessibility of the Services or other services or make them unreasonable expensive, any obligation to fulfillment the

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Agreement will be suspended for a period equal to the term of the abovementioned circumstances.

16.2 In the event that one of the events mentioned under 1 occurs, Incentro will never be bound to pay damages to the Client or User.

17. Term and Termination

17.1 The term of the Agreement will start on the date mentioned in or to the Agreement.

The Agreement will be concluded for an indefinite time. The Agreement may be terminated by each party at any moment with due regard for a notice period of one (1) month.

17.2 Both Incentro and the Client may dissolve the Agreement in writing without judicial intervention if the other party does not properly fulfill one or more of its obligations pursuant to the Agreement, to the extent to which this failure justifies the dissolution. If fulfillment is still possible, the Agreement can only be dissolved after the other party has been demanded in writing and the failure has not been remedied in the term indicated therein. If the Client thinks that Incentro attributably fails to fulfill any obligation resting upon it pursuant to the Agreement, it will always give Incentro notice of default in writing beforehand and grant it a reasonable term of at least thirty (30) days to remedy the failure.

17.3 Without prejudice to the other stipulations, the Agreement can be justifiably dissolved by registered mail without any notice of default or judicial intervention with immediate effect by:

- a. any party, if and as soon as:
 - a (provisional) moratorium on payment is granted to the other party;
 - the other party is declared bankrupt;
 - the undertaking of the other party is wound up, or discontinued;
 - the other party must no (longer) be deemed able or prepared to fulfill its obligations arising from this agreement;
- b. Incentro, if the Client:
 - fails to pay (in time);
 - acts contrary to the Intellectual Property rights of third parties or applicable statutory rules;

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- improperly uses the Services, user's rights, other matters and/or services of Incentro.

- 17.4 Incentro will not be bound to pay any damages as a result of termination of the Agreement pursuant to this clause 17 and the refund of any fee paid by the Client.
- 17.5 Obligations that by their nature are intended to survive the termination of the Agreement will also remain applicable after the end of the Agreement.

18. Final Remarks

- 18.1 The Agreement and these Terms of Services contain the whole arrangements between the parties and will replace all the other arrangements, promises and agreements with regard thereto between the parties.
- 18.2 The rights and obligations from the Agreement may not be transferred to third parties by the Client except with Incentro's explicit consent. Incentro may transfer the rights and obligations from the Agreement to third parties and will have the right to engage third parties for the fulfillment of the Agreement.
- 18.3 If one or more stipulations in the Agreement or these conditions turn out to be non-binding or invalid, the other stipulations will remain in full force. The parties will undertake to enter into negotiations then in order to agree on replacing stipulations which approach the parties' intention as much as possible.
- 18.4 Dutch law will exclusively be applicable to the Agreement and the obligations governed by it.
- 18.5 All the disputes that may arise between Incentro and the Client with regard to an Agreement concluded by Incentro with the Client or with regard to other agreements, which may be a consequence thereof, will be settled by the competent court in Utrecht, the Netherlands.

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