General Terms and Conditions SciSports B.V.

Version: NL1.0
Date: 14 januari 2021

These general terms and conditions (the "**General Terms and Conditions**") apply to all offers and Agreements between SciSports Ltd., established in M.H. Tromplaan 3, 7511 JJ, Enschede, The Netherlands and registered with the Chamber of Commerce under number 58187863 ("**SciSports**"), and its Clients.

Article 1 Definitions

The capitalised terms in these General Terms and Conditions have the following meaning.

1.1 **Account**: the personal account as well as any (sub)accounts created by SciSports, which are made available to Client for the purpose of being able to use the purchased online Services;

1.2 **Offer**: any (online) offer from SciSports to Client to provide Services. This includes further conditions, specifications, durations and rates of the Services;

1.3 **General Terms and Conditions**: the general terms and conditions as laid down in this document and all amended versions thereof.

1.4 **GDPR**: the General Data Protection Regulation (EU) 2016/679;

1.5 **Data**: all data and information including Personal Data that have been made available to SciSports (or its supplier) by Client or that are obtained, developed, produced or processed by SciSports (or its supplier) and that arise from the Services or specifically created in the framework of the Agreement;

1.6 **Service(s)**: the (online) services offered by SciSports in the field of (online) scouting software and (online) coaching software, including but not limited to the provision of: (i) the SaaS; and (ii) providing maintenance and support services;

1.7 **Intellectual Property Rights**: all intellectual property rights and related rights applicable on the basis of Dutch, European, foreign legislation and regulations and/or international treaties, including but not limited to copyrights, database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights, as well as rights to know-how and trade secrets.

1.8 **Client**: the natural person or legal entity, acting in the exercise of a profession or business, with whom SciSports has concluded an Agreement or who creates an Account on the Website.

1.9 **Agreement**: every agreement between SciSports and Client on the basis of which SciSports provides Services to Client, including, but not limited to, the Offer in combination with these General Terms and Conditions.

1.10 **Party(ies)**: SciSports and Client, jointly or individually.

1.11 **SaaS**: the service that consists of making the SciSports platform available remotely via the internet, a browser, Application Programming Interface (API) and/or app;

1.12 **Sub-processor**: a processor, as defined in the GDPR, who will Process Personal Data at the behest of the Processor on behalf of the Controller.

1.13 **Updates**: changes and upgrades to the (Software in) Services in the context of adding, changing or eliminating functionalities, for bug fixing, improving the functionality and/or fixing errors.

1.14 **Applicable Privacy Law**: all legislation, including the GDPR, regarding the protection of personal data that applies to the Processing of Personal Data in connection with the activities carried out under the Agreement.

1.15 **Trial Period**: a period as stated in the Offer in which Client can temporarily try out the Services free of charge and without obligation.

1.16 **Confidential Information**: (i) all Data and (ii) all information that comes to the knowledge of Parties during the performance of the Agreement and that has been designated as confidential by the Party providing the information or of which the confidential nature is known or can reasonably be suspected;

1.17 **Website**: https://www.scisports.com and https://inmotio.eu or sub-domains thereof and other extensions.

Article 2 Applicability

2.1 Provisions or (general or purchase) conditions of Clients do not apply to the Agreement and are expressly rejected, regardless of when reference is made to them. SciSports can only be bound by this if

and insofar as these have been explicitly accepted in writing in deviation from the foregoing.

2.2 Other deviations and/or additions to these General Terms and Conditions can only be entered into in writing by signing by both Parties.

Article 3 Conclusion

3.1 Client can purchase Services from SciSports by means of the online order process on the Website or by signing an Agreement. The Agreement is concluded at the moment SciSports confirms the order containing the Offer via an email, whether or not generated automatically, or an Agreement signed by SciSports. If Client concludes the Agreement in the capacity of a consumer, Client can dissolve the Agreement until confirmation by SciSports.

3.2 Client can also request SciSports to issue a quotation or another written offer. In such a case, the Agreement is concluded at the moment that Client accepts the SciSports Offer.

3.3 Every Offer from SciSports is non-binding and valid until thirty (30) days after date. SciSports is not obliged to accept an acceptance after the expiry of this period, but if SciSports does so, the Offer will still be considered accepted.

3.4 The Offer contains the main obligations of Parties with regard to the Services to be provided, including the description of the Services, the applicable prices and/or rates and the periods within which the Services or payments take place.

Article 4 Implementation

4.1 After the Agreement has been concluded, SciSports will deliver the Services on the basis of a best efforts basis. The delivery times, terms, dates or other time indications with regard to the delivery of the Services indicated by SciSports are only indications and will never be considered as deadlines.

4.2 If indicated in the Offer, Client can try out the Services during the Trial Period for the duration agreed in the Offer. SciSports will automatically stop the Services after this period has expired. If Client wishes to continue using the Services, Client must enter into a periodic payment obligation in good time via the Account or by entering into an Agreement. If Client enters into the Agreement on behalf of a legal entity, Client declares and guarantees to be authorised to represent it.

4.3 Client will provide SciSports with all support that is necessary and desirable to enable correct and timely delivery of the Services. In any case, Client will:

i) provide all data and other information of which SciSports indicates that it is necessary, or of which Client must reasonably understand that it is necessary for the provision of the Services;

ii) grant SciSports access to all places, services and accounts under its control if and insofar as this is necessary for the provision of the Services.

4.4 Client guarantees the correctness and completeness of the information provided by or on behalf of him to SciSports.

4.5 If Client requests additional work or Services that fall outside the Agreement (additional work), Parties will consult about this and SciSports will make an additional Offer. SciSports will only carry out the additional work after written acceptance of the quotation or signing of the Offer by Client.

4.6 SciSports delivers its Services on a non-exclusive basis to Client.

Article 5 Use

5.1 In order to gain access to certain Services, Client must have an Account. This Account is created by Client as part of the registration process.

5.2 Client is responsible for managing usernames and passwords. Client must protect access to the Account by means of the username, password and possibly a second authentication factor against unauthorised persons. This also applies to any (API) key(s) provided. SciSports may assume that everything that happens from the Account after registration takes place under the direction, supervision and liability of Client. In the event of a suspicion of misuse of login details, Client must immediately inform SciSports and, if possible, Client must change the login details as soon as possible. Client indemnifies SciSports against all damage resulting from the abuse as described above. SciSports is entitled to suspend the provision of the Services in the event of a

reasonable suspicion of misuse of login data by Client, in which case it will strive to inform Client about this prior to the suspension.

5.3 It is prohibited to use the Services for any action in violation of applicable laws and regulations or to reverse engineer, decompile, or otherwise attempt to identify the source code. If SciSports establishes that Client is in breach of these terms and conditions, or receives a complaint about this, SciSports may intervene to end the violation and discontinue the provision of Services.

5.4 If, in the opinion of SciSports, nuisance, damage or any other danger arises for the functioning of the computer systems or the network of SciSports or third parties and/or the Services, SciSports is entitled to take all measures that it reasonably considers necessary to prevent or avert this danger. These measures include, but are not limited to, the suspension of the Services, cancellation and/or dissolution of the Agreement. In such a case, SciSports is never liable for any damage as a result of the suspension, dissolution or cancellation.

5.5 SciSports is at all times entitled, if deemed necessary by SciSports, to remove content and advertising and to disable API key(s) and to make the Services inaccessible. SciSports is not responsible for any content created by Client and processed in the Service. Client indemnifies SciSports against all damage in connection with content created by Client that SciSports or third parties suffer.

5.6 Client is obliged to make the obligations in these General Terms and Conditions regarding the use of the Service and the Account known to and to impose on users and any third parties who gain access to the Services via Client. Client indemnifies SciSports against all damage that arises in connection with the use of the Services by the users and third parties who have gained access via Client.

Article 6 Intellectual Property

6.1 All Intellectual Property Rights to the Services, software, data, documentation, manuals, analyses, designs, reports and other materials developed by SciSports (or its supplier) made available to Client in the context of the Agreement are exclusively vested in SciSports (or its supplier). The Agreement does not extend to any transfer of Intellectual Property Rights by SciSports to Client.

6.2 With regard to the Services, Client acquires a limited, non-exclusive, non-transferable, non-sublicensable, non-aggravable right to use the Service, under the conditions as agreed in these General Terms and Conditions and the Agreement, for the duration of the Agreement for internal business purposes. Specific license conditions may additionally be laid down in the Offer.

6.3 SciSports may use the information it receives in the context of the provision of the Services and the use thereof by Client for reporting, benchmarks, statistical and analysis purposes, including future aspects thereof.

6.4 If Client sends information to SciSports, for example, feedback about an error or a suggestion for improvement, Client gives SciSports an unlimited and perpetual right of use to utilise this information for the Services.

6.5 Client is not permitted to publish or disclose the data resulting from the use of the Services, unless written permission has been obtained from SciSports. If unauthorised use is detected, SciSports is entitled to suspend the Services and SciSports can take technical measures to terminate this unauthorised use of the Services, without prejudice to its other rights.

6.6 Client is not permitted to use the (trade)names, brands, logos or any other Intellectual Property right on the Services or of SciSports on its website or in its application or otherwise to create the impression that Parties have entered into an agreement and/or collaboration.

6.7 SciSports is at all times entitled to make technical provisions in the Services to protect an agreed restriction in the right to use the Services. Client will not remove or circumvent such a technical provision nor have it removed.

Article 7 Confidentiality

7.1 Parties will not disclose Confidential Information to third parties in any way,

except insofar as any statutory regulation or court decision requires them to disclose it.

7.2 Client acknowledges that the Software, applications and/or programming made available by SciSports in the context of the Services qualifies as Confidential Information.

Article 8 Payment

8.1 The payment conditions described in this article apply, unless SciSports and Client have agreed upon differently in writing, depending on the specific Service.

8.2 Client owes financial compensation for the Services to be provided by SciSports as specified in the Offer and will always pay these amounts in advance via the payment methods offered in the Account and/or the Offer. The payment options and fees may also be described on the Website or stated in the Offer.

8.3 If Client cancels a payment due to a reversal, credit card chargeback or an action with a similar effect, the Customer must still complete the payment within thirty (30) days.

8.4 If the amounts due are not paid within the payment term referred to in the previous paragraph, SciSports will send a payment reminder to Client with the request to pay the amount of the invoice within seven (7) days. If payment is not made yet again, SciSports is entitled, after sending a final payment reminder and the expiry of a period of seven (7) days without reminder or notice of default:

i) to suspend the provision of the Services in whole or in part, without being liable for any damage suffered by Client as a result; and/or

ii) to charge Client, in addition to the amount due and the statutory interest due on it for commercial transactions, the costs for extrajudicial and judicial collection costs, including the costs for lawyers, lawyers, bailiffs and collection agencies.

The above does not affect the other rights of SciSports.

8.5 The provisions of paragraph 4 sub ii of this article do not apply if Client has concluded the Agreement in the capacity of consumer. In that case, SciSports can (after sending the payment reminder) charge legal collection costs to Client in accordance with the Decree on Compensation for Extrajudicial Collection Costs.

8.6 All claims of SciSports are immediately due and payable if Client is declared bankrupt, Client applies for or is granted a moratorium, the activities of Client are terminated or his company is liquidated.

8.7 SciSports is entitled to adjust the prices once a year. A change to the new applicable price that is detrimental to Client will be announced per e-mail at least two (2) months prior to the change coming into effect. If the Client does not wish to agree with the change, Client - only if this Agreement has been entered into on the part of Client in the capacity of a consumer - is entitled to cancel the Agreement in writing within thirty (30) days after notification of the change as of the date on which the change would go into effect. If, in that case, Client has paid an annual fee in advance, SciSports will refund the pro-rata part of the fee that relates to the period after the moment of termination of the Agreement.

8.8 All prices stated by SciSports are in euros and excluding VAT and other levies imposed by the government, unless stated otherwise on the Website or in the Offer. Client must make all payments in euros.

Article 9 Liability

9.1 If SciSports is liable towards Client, it will only be obliged to compensate the damage in accordance with the provisions of Title I Section 10 Book 6 BW, with due observance of the limitations and exclusions as included in this article.

9.2 Liability for compensation for indirect damage or consequential damage by SciSports is excluded. This, in any case, includes: damage due to lost turnover or profit, damage due to delay, damage due to loss or damage to Data, damage due to delayed deadlines due to changed circumstances, damage due to incorrect data in the Service, damage due to the provision of inadequate cooperation, information or materials by Client and damage due to information or advice provided by SciSports, the content of which does not explicitly form part of the Agreement. SciSports is also not liable for

damage as a result of mutilation, destruction, theft or loss of data, damage as a result of modification of data by non-Users, damage as a result of unauthorised access to the Software, lost profits, missed savings, damage as a result. claims from customers of Client, loss of customers, reduced goodwill and reputation damage and other forms of indirect damage.

9.3 Although the utmost care has been pursued with regard to the content of the Services provided by SciSports, the absence of errors or incompleteness therein, or in the transmission thereof, cannot be guaranteed. SciSports will in no way be liable for such errors or omissions.

9.4 SciSports is never liable for any damage of whatever nature related to (a) the temporary non-availability, incorrect or incomplete availability of the Software and/or Services, (b) with the (non) functioning of Software, programmes. and/or internet connection of Client, users, SciSports or third parties, or (c) with the incorrect, incomplete or late sending or receiving of data that is placed with SciSports or its Sub-processors by means of the Software and/or Services.

9.5 The liability of SciSports for damage referred to in paragraph 1 of this article is limited per event or a series of related events to the amount that is paid out by the insurer of an insurance policy taken out by SciSports. In the event that the insurer does not pay out, the liability is limited to a maximum of the amount that Client has paid to SciSports over the previous three (3) months for the relevant Service (s), with a maximum of € 5,000.

9.6 The liability of SciSports on account of an attributable shortcoming in the performance of the Agreement only arises if Client gives SciSports written notice of default in writing by registered post within thirty (30) days after the shortcoming in the performance has arisen, setting a reasonable term to settle the shortcoming, and SciSports continues to fail imputably in the fulfilment of its obligations even after that period. The notice of default must contain a description of the shortcoming that is as detailed as possible, so that SciSports is able to respond adequately.

9.7 Any claim for compensation of Client will lapse twelve (12) months after the claim arose, unless Client institutes a legal claim before the expiry of this due date.

9.8 Client will indemnify and defend SciSports against all liabilities, losses, damages and expenses (including reasonable attorneys' fees and disbursements) arising from or based on:

i) breach by Client of the provisions of this Agreement; or

ii) any claim by a third party arising from the use of the Services by Client.

9.9 SciSports is not liable for any damage resulting from force majeure as set out in Article 10.Article 10

9.10 The application of Article 6: 271 et seq., As well as 7:407 and 7:408 of the Dutch Civil Code is excluded for Client.

Article 10 Force majeure

10.1 SciSports cannot be held to fulfil any obligation under the Agreement, including statutory and/or agreed warranty obligations, if compliance is prevented as a result of force majeure.

10.2 Force majeure will in any case involve (i) power failures, (ii) internet failures, (iii) failures in the telecommunication infrastructure, (iv) network attacks (including (d)dos attacks), (v) malware attacks or other malicious software, (vi) pandemics, (vii) stagnation in supply, (viii) defectiveness of goods, equipment or software of Client or third parties, the use of which is prescribed by Client, (ix) force majeure at suppliers of SciSports and (x) the case in which SciSports is not enabled by its suppliers, regardless of the reason for this.

10.3 If a force majeure situation has lasted longer than thirty (30) days, both Parties have the right to immediately cancel the Agreement in writing. The Services that in that case were provided by SciSports before the force majeure situation occurred and during the force majeure situation, are immediately due and payable and will be charged proportionally.

Article 11 Amendments

11.1 SciSports has the right to unilaterally amend or supplement these General Terms and Conditions. SciSports will announce the

change or addition to the Client at least thirty (30) days before it comes into effect.

11.2 If Client contracts in the capacity of a consumer and does not wish to accept the changes or additions, Client can object within fourteen (14) days after notification, after which SciSports will reconsider the adjustment or addition. If SciSports decides to stick to the change or addition, Client can terminate the Agreement in writing against, and at the latest until, the date on which the change takes effect.

11.3 The procedure described in this article does not apply to changes of minor importance or changes that are necessary due to new or changed legislation. Such changes may be made by SciSports without prior notice, without Client having the option to cancel the Agreement.

Article 12 Duration

12.1 SciSports and Client can agree to different terms in writing, depending on the specific Service.

12.2 Unless Parties agree otherwise, the Agreement has a duration as agreed in the Offer, which commences from the day on which the Agreement is concluded. If there is a Trial Period, and Client does not enter into a periodic payment obligation after the Trial Period has ended, the Agreement will automatically end after the Trial Period.

12.3 After expiry of the initial term as described in the Offer, the Agreement will be automatically extended for an indefinite period, after which SciSports and Client are entitled to terminate the Agreement in writing with a minimum notice period of three (3) months. In the absence of an initial term in the Offer, an initial term of one (1) year applies.

12.4 Without prejudice to its rights to compensation and all other rights and jurisdictions granted by law, including the right to dissolve the Agreement, SciSports is authorised to terminate the Agreement with immediate effect and without a notice of default being required if:

i) Client has not fulfilled his payment obligation after thirty (30) days have passed from the time stated on the first invoice;

ii) Client applies for or obtains (provisional) suspension of payments;

iii) Client is declared bankrupt or otherwise becomes insolvent; or

iv) Client's company is liquidated or terminated other than by reconstruction or amalgamation with another company.

12.5 SciSports may immediately suspend or terminate the Agreement in writing, without a notice of default being required, if Client is in default under the Agreement.

12.6 SciSports cannot be held to pay compensation for any damage due to cancellation or dissolution.

12.7 If the Agreement is dissolved (in whole or in part), SciSports is never obliged to repay payments already received to Client. Fees for Services provided prior to the termination remain due in full and become immediately due and payable at the time of termination.

12.8 Client can only terminate the Agreement on the grounds stated in this article and otherwise in the Agreement. Other legal and/or contractual grounds for termination are explicitly excluded.

Article 13 Complaints procedure

13.1 SciSports handles complaints in accordance with the complaints procedure described in this article. In case of complaints and potential disputes, Client must first turn to SciSports.

13.2 Complaints about the implementation of the Agreement must be submitted to SciSports fully and clearly described within a reasonable term, but preferably within fourteen (14) days, after Client has discovered the defects.

13.3 Complaints submitted to SciSports will be answered as far as possible within a period of fourteen (14) days from the date of receipt. If a complaint requires a foreseeable longer processing time, SciSports will make every effort to reply within the period of fourteen (14) days with a

notice of receipt and an indication when Client can expect a more detailed answer.

13.4 If a complaint is deemed to be well-founded by SciSports, SciSports will rectify the situation at its own discretion.

13.5 A complaint does not suspend the obligations of Client, unless SciSports indicates otherwise in writing.

Article 14 Miscellaneous

14.1 The Agreement is governed by Dutch law. Applicability of the Vienna Sales Convention is explicitly excluded.

14.2 Insofar as not dictated otherwise by mandatory law, all disputes in connection with the Agreement will be submitted to the competent Dutch court of the District Court of The Hague, location 's-Gravenhage.

14.3 If a provision in these General Terms and Conditions requires that a communication must be made in writing, this will also be complied with if the communication is made by e-mail, provided it has been sufficiently established that the message actually originates from the alleged sender and that the integrity of the message is not affected.

14.4 The version of any (electronic) communication or information received or stored by SciSports is considered authentic, subject to proof to the contrary to be provided by Client.

14.5 If a provision in these General Terms and Conditions proves to be invalid, this will not affect the validity of the entire General Terms and Conditions. In this case, Parties will establish a new provision(s) by mutual agreement to replace it, which, as far as legally possible, gives shape to the intention of the original provision.

14.6 SciSports is entitled to transfer its rights and obligations under the Agreement to a third party who takes over SciSports or the delivery of the Services purchased by the customer.

14.7 Suspension of obligations arising from the Agreement in accordance with Article 6:52 BW and/or Article 6: 262 BW by Client is excluded.

Article 15 General

15.1 SciSports qualifies as a Processor in the context of the Processing of Personal Data for the implementation of the Agreement. In that case, Client qualifies as a Controller and will also be referred to herein as "Controller".

15.2 Articles 15 to 22 together qualify as a "Processor Agreement" as defined by Article 28 GDPR and form an inseparable part of this Agreement.

Article 16 Definitions GDPR

16.1 To the extent that capitalised terms are not separately defined in this Agreement, the terms from the GDPR such as "Processing", "Personal data", "Controller" and "Processor" used in this article have the meaning assigned to them in the GDPR.

Article 17 Obligations of the Processor

17.1 Barring deviating legal obligations, SciSports will:

i) only Process Personal Data in accordance with the provisions of the Agreement and in accordance with the instructions of the Controller;

ii) provide reasonable assistance to the Controller in complying with the obligations under Articles 32 to 36 GDPR insofar as the assistance of the Processor is necessary for this;

iii) taking into account the nature of the processing, assist the Controller by appropriate technical and organisational measures, as far as possible, in fulfilling the Controller's duty to respond to requests to exercise the data subject's rights under the GDPR; and

iv) ensure that only (a) its employees; and (b) Sub-processors are given access to Personal Data and only for as long as this is necessary for the performance of the Processor's obligations under the Agreement.

17.2 SciSports is entitled to charge reasonable costs for the assistance it provides on the basis of Article 17 (Obligations of the Processor) and Article 21 (Data leak).

Article 18 Technical and organisational measures

18.1 SciSports will take and maintain the technical and organisational measures, taking into account the nature of the processing and the information available to it. The Controller guarantees that the technical and organisational measures taken by SciSports are appropriate in

accordance with Article 32 GDPR for the Personal Data that it is having Processed by SciSports.

Article 19 Sub-processors and transfer

19.1 SciSports is permitted to use Sub-processors in the context of this Processor Agreement. At the request of the Client, SciSports will provide information about the Sub-processors. In the event of intended changes regarding the addition or replacement of Sub-processors, the Controller will be informed by SciSports about this. The Controller is entitled to object to this change. SciSports will endeavour to impose the same obligations on the Sub-processor as those arising from this article.

19.2 SciSports may process personal data or have it processed by itself or by Sub-processors in countries outside the European Economic Area ("EEA"), provided that the requirements under the GDPR are met. SciSports will inform Controller in writing of all (planned) permanent or temporary transfers of personal data to a country outside the EEA. If SciSports is legally obliged to pass on personal data, SciSports will inform the Controller of this, unless the statutory regulation prohibits this notification for important reasons of public interest.

Article 20 Confidentiality

20.1 All information that SciSports receives from the Controller is subject to a confidentiality obligation towards third parties. This duty of confidentiality does not apply insofar as the Controller has given its prior explicit consent to provide information to third parties or if the provision of information to third parties is logically necessary given the nature of the assignment given to SciSports by the Controller. The duty of confidentiality does not apply if SciSports is required to provide the information to a third party on the basis of a legal obligation. After termination of this Processor Agreement, this confidentiality obligation continues to exist.

Article 21 Data leak

21.1 SciSports will inform Controller of the existence of a Data leak as soon as possible under the given circumstances and take the measures that can reasonably be expected of it to rectify the adverse consequences of the Data leak, or to limit as much as possible.

21.2 SciSports will provide Controller with all reasonable information that is necessary to demonstrate compliance with the obligations laid down in this Processor Agreement. Only if Controller has valid doubts that SciSports is not complying with the Processor Agreement and SciSports confirms in writing that those doubts are well-founded, can SciSports at its own discretion grant permission to the Controller to have an audit, including inspections, carried out under further conditions to be set by SciSports into compliance by SciSports with this Processor Agreement. Parties will set a date for the audit in mutual consultation. Controller will inform SciSports of this intention at least three (3) weeks prior to the audit. The reasonable costs for the performance of an audit will be borne by Controller.

Article 22 Legality Processing

22.1 Controller guarantees that the Processing of Personal Data commissioned by it to SciSports is lawful and indemnifies SciSports with regard to the Processing of Personal Data under this Processor Agreement in respect of (i) all damage and (ii) fines imposed on SciSports or Controller by regulators, in connection with a shortcoming in the fulfilment of one or more obligations of SciSports under this Processor Agreement or under Applicable Privacy Legislation.

Article 23 Availability

23.1 SciSports makes an effort to ensure that the Services are optimally available in accordance with the provisions of the Service Level Agreement (Appendix 1), but does not provide any guarantees regarding availability.

23.2 SciSports actively maintains the Services and regularly performs Updates. If maintenance or Updates are expected to lead to a limitation of the availability of the Services, SciSports will try to perform this in the evening and night hours (between 10:00 PM and 07:00 AM CET). If possible, such activities are announced in advance via various channels and on the website. Work in connection with calamities can take

place at any time and will not be announced in advance.

23.3 SciSports makes every effort to provide the Services with an appropriate level of security and to protect the Services against misuse and unauthorised access to Client's data.

23.4 SciSports can add changes and new functionalities to the Services. Parties can consult in advance about such adjustments and Client can make suggestions, but the final decision on whether or not to implement the adjustments is taken by SciSports.

23.5 The Client guarantees that the authorised users of the Service accept and comply with the user terms when using the Service.

Article 24 Support

24.1 SciSports will provide a reasonable level of support to Client with regard to questions about the use and management of the Service, as well as technical problems related to this.

24.2 SciSports makes general information about the Services available via the Website in the form of Frequently Asked Questions (FAQ) and additional support documentation. If these sources do not provide an answer to Client's question, Client can contact the SciSports helpdesk. The contact details are stated on the Website.

24.3 The support as described in this article is offered via a helpdesk that is available during office hours (Monday to Friday, between 9:00 AM and 5:00 PM CET).

24.4 SciSports strives to process helpdesk requests within twenty-four (24) hours. The time it takes to resolve messages may vary.

Article 25 Functionalities

25.1 SciSports provides the Services 'as is' and is not obliged to maintain or add certain features or functionalities of the Services specifically for a Client.

25.2 SciSports in no way guarantees that the software made available within the framework of the Services is available at all times and works without errors.

25.3 Client is not permitted to make the Service available to third parties. Client will only use the Service for its own internal business purposes.

25.4 SciSports is free to make changes to the Services. If changes affect the functionalities and/or properties, SciSports will inform Client of this as soon as possible.

25.5 SciSports is never obliged to provide Client with a physical data carrier containing the software that is usually made available as part of the Services.

25.6 At the first request of SciSports, Client will cooperate in any way with an investigation carried out by or on behalf of SciSports into compliance with the Agreement and, in particular, the terms of use by Client. SciSports is entitled to investigate the use of the Service by Client to improve and optimise the Service.

These General Terms and Conditions have been filed with the Chamber of Commerce in The Hague under number ***58187863.***

Appendix 1 - Service Level Agreement
SciSports B.V.

Version: NL1.0
Date: 14 januari 2021

This service level agreement applies to all offers and Agreements between SciSports and its Clients. Capitalised terms have the meaning assigned to them in the General Terms and Conditions.

1. *Availability of the second-line service desk*
   During office hours (Monday to Friday from 9:00 AM to 5:30 PM) the Service Desk is available for the Functional Administrator of the Client.
   E-mail: support@scisports.com

2. *Response time Service desk*
   The Service Desk's aim is to respond to an incoming incident within 1 hour. In further consultation, the priority is determined and a solution is sought.

3. *Maintenance work*
   Maintenance work will as much as possible take place on the weekend or in the evenings on weekdays after 6:00 PM. SciSports will notify the customer 48 hours in advance if possible and in case of calamities if maintenance is to take place.

4. *Availability*
   The SaaS is for 98% available during a calendar year. As more knowledge about the SaaS is gained, SciSports can adjust this percentage, in any case not less than 95% availability.
   The following applies to the calculation of availability of the SaaS:
   - Availability is measured 24 hours a day, 7 days a week.
   - Unavailability of the SaaS due to planned maintenance is not included in the calculation of availability.
   - Unavailability of the SaaS as a result of actions or circumstances that are not entirely within the power of SciSports is not included in the calculation of availability.
   - Unavailability of the SaaS due to force majeure is not included in the calculation of availability.

5. *Consultation and escalation*
   Annually or in the event of escalation, consultation takes place between Client and SciSports about the services provided in the past year and areas for improvement for the coming year.