

# Terms and conditions for Tribe CRM of Efficy Nederland B.V.

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# General terms and conditions for Tribe CRM

## 1. What is the purpose of these General Terms and Conditions?

- 1.1. Tribe CRM is a trade name of Efficy Nederland B.V..
- 1.2. These General Terms and Conditions apply to all offers and deliveries by Tribe CRM of both products and services, and all Agreements entered into by Tribe CRM for this purpose.
- 1.3. All offers and other communications from Tribe CRM are without obligation, unless Tribe CRM expressly indicates otherwise in writing. You are responsible for the accuracy and completeness of the specifications and other data on which Tribe CRM bases its offers, provided by or on behalf of you to Tribe CRM. You are referred to in these terms and conditions as 'the Client'.
- 1.4. The applicability of purchase or other terms and conditions of the Client is expressly rejected.
- 1.5. If, according to the Agreement concluded between the parties, the Client consists of several natural persons and/or legal entities, each of these (legal) entities shall be jointly and severally liable in respect of Tribe CRM for compliance with the Agreement.
- 1.6. The headings used for articles, paragraphs and tables of contents are for reference purposes only and are not intended for the interpretation of the Agreement.

## 2. Definitions

**Offer:** the Software, services and other items offered to the Client by Tribe CRM, either digitally or in writing.

**Designated Location:** the physical location indicated in the Agreement where the Client may install the Software.

**Designated Processing Environment:** the hardware and software processing systems, as indicated in the Agreements, on which the Client may use the Software.

**Acceptance date:** the date on which the Client accepts the delivered services and goods.

**General terms and conditions:** these general terms and conditions.

**Application Software:** the software and all Updates and Extensions released by Tribe CRM.

**Named User(s):** the maximum number of Named Users who are entitled to use the Software or Products of Third Parties, regardless of whether these Users actually use them.

**Documentation:** the application documentation belonging to the Application Software and where commissioned by the Client.

**Applicable rates:** the rates agreed by Tribe CRM for the provision of its services, or in the absence thereof, the rates published by Tribe CRM on its website.

**User(s):** the natural persons who make use of the Software.

**Current Release:** the latest version of the Application Software as provided by Tribe CRM for general commercial distribution, including all Updates, and Extensions.

**Installation Date:** the date on which the Client Release of the Software is installed in the Designated Processing Environment.

**Client:** person or organisation that, digitally or in writing, has commissioned Tribe CRM to supply Software, services or other items.

**Client Release:** the version of the Software installed on the Designated Processing Environment.

**Licence:** a right of use for a User to which one or more modules and/or Users can be added; this right of use can be enabled or disabled by increasing or decreasing the number of Users and/or the number of modules.

**Customisation:** modification of or addition to the Application Software provided by Tribe CRM on the basis of a particular Agreement. Setting or setting up parameters is not included in Customisation.

**Custom Software:** the code of the Application Software as modified or adapted by Tribe CRM for the Client on the basis of the Agreement and which is licenced to the Client.

**Assignment:** the Client's assignment to Tribe CRM to perform the work described in the Offer.

**Agreement:** arrangements agreed between Tribe CRM and the Client, which are covered by these General Terms and Conditions, including a test account of the Client with a limited period of validity.

**Personnel:** the auxiliaries to be engaged by Tribe CRM for the execution of the Agreement.

**Third Party Products:** the third party software products sublicensed by Tribe CRM to the Client in accordance with the conditions set forth herein.

**Test Account:** the Agreement that applies for a limited period of time agreed in advance, during which time the Client shall not be due any price to Tribe CRM.

**Software:** the Application Software, the Custom Software, and other Software developed by Tribe CRM for the Client.

**SaaS:** Software as a Service, the Software offered by Tribe CRM as an online service over the Internet or another data network.

**Specific Terms and Conditions:** specific terms of use for the relevant Application Software.

**Extensions:** Software, or a part thereof, or an improvement thereof or an addition thereto, or material which is absent from the Software at the time the Agreements are concluded, or which is subsequently developed by or on behalf of Tribe CRM, which programme modifies the Software in order to provide a function or characteristic which was not originally present or in order to improve the function of the Software. These extensions are made at the initiative of Tribe CRM and shall not be charged separately.

**Updates:** changes in the logical structure of the Software, made by Tribe CRM in order to fix errors in the Software supplied under the licence agreements.

**Processing terms and conditions:** the terms and conditions that supplement the Agreement with regard to the processing of personal data within the meaning of the GTC.

**Work order:** the document in which the intended scope of the work that Tribe CRM performs for the installation of the Application Software is defined.

### 3. How much do our products and services cost?

- 3.1. All prices are exclusive of turnover tax (VAT) and other levies imposed or to be imposed by the government. All prices quoted by Tribe CRM are in euros and the Client must make all payments in euros.
- 3.2. No rights or expectations can be derived by the Client from a pre-calculation or estimate issued by Tribe CRM, unless the parties have agreed otherwise in writing. An available budget notified to Tribe CRM by the Client shall only apply as a (fixed) price agreed between parties for the services to be provided by Tribe CRM if this has been expressly agreed in writing.
- 3.3. The Client must pay the prices agreed in the Agreement. Tribe CRM is entitled to index the applicable rates annually as of 1 January. If the indexation is more than 5%. and the Client does not wish to agree to the adjustment, the Client is entitled to terminate the Agreement in writing within thirty days after notification of the adjustment, with effect from the date on which the new prices and/or rates would take effect. All price conditions are confidential and the Client agrees not to disclose them to third parties.
- 3.4. The expenses incurred by Tribe CRM in connection with the Agreement will be charged to the Client as out-of-pocket expenses.
- 3.5. Unless otherwise agreed, all fees and expenses are due upon delivery of the product or licenced material, or after the performance of services by Tribe CRM.
- 3.6. Amounts due shall be paid by the Client within 7 days or within another term if agreed in writing by both parties. The Client is not entitled to suspend any payment or to set off any amounts due.
- 3.7. If the Client does not pay the amounts due or does not pay them on time, the Client shall be due interest on the outstanding amount, without the need for a reminder or notice of default, at the lowest rate of either 2% per month or the maximum permitted by law. If the Client remains in default after a reminder or notice of default, Tribe CRM may pass on the claim, in which case, in addition to the total amount due at that time, the Client shall also be liable to pay all judicial and extrajudicial costs, including all costs calculated by external experts. The extrajudicial costs will be calculated in accordance with the Besluit Vergoeding voor Buitengerechtigde Incassokosten (Decree on Compensation of Extrajudicial Collection Costs). This is without prejudice to the other legal and contractual rights of Tribe CRM, such as the right of suspension.

- 3.8. With regard to the services performed by Tribe CRM and the relevant amounts due by the Client for them, the data from Tribe CRM's records provide complete proof, without prejudice to the Client's right to provide evidence to the contrary.

#### 4. Additional work: extra services

- 4.1. If, at the request of or with the prior consent of the Client, Tribe CRM has carried out work or other performance that falls outside the content or scope of the agreed work or performance, such work or performance shall be reimbursed by the Client to Tribe CRM as additional work in accordance with Tribe CRM's then customary rates. However, Tribe CRM shall not be obliged to comply with such a request and may require that a separate written agreement be concluded for this purpose.
- 4.2. The Client accepts that work or performance as referred to in Article 4.1 may affect the agreed or expected time of completion of the service, and/or the mutual responsibilities of the Client and Tribe CRM.
- 4.3. If a fixed price has been agreed for the work or services, Tribe CRM shall inform the Client in advance in writing if a change or addition to the services results in the agreed price being exceeded. Tribe CRM cannot be obliged to carry out the requested work or services if no prior written agreement has been reached.

#### 5. What do we guarantee and what do we expect from you?

- 5.1. Tribe CRM does not guarantee that the Application Software to be kept available as part of the SaaS service is error-free and functions without interruptions. Tribe CRM shall make every effort to rectify faults in the Application Software within a reasonable period of time if and insofar as the Client has reported the faults in question to Tribe CRM in writing, described in detail by the Client. Where appropriate, Tribe CRM may postpone the repair of the faults until a new version of the Application Software is put into use.
- 5.2. Tribe CRM does not guarantee that defects in the Application Software that were not developed by Tribe CRM itself will be remedied. Tribe CRM is entitled to install temporary solutions or program bypasses or problem-avoiding restrictions in the Application Software. If the Software has been developed by order of the Client, Tribe CRM may, in accordance with its usual rates, charge the costs of repair to the Client. On the basis of the information provided by Tribe CRM regarding measures to prevent and limit the consequences of malfunctions, defects in the SaaS services, mutilation or loss of data or other incidents, the Client shall make an inventory of the risks for his organisation and, if necessary, take additional measures. Tribe CRM

declares itself willing, at the request of the Client, to reasonably cooperate with further measures to be taken by the Client, under (financial) conditions to be set by Tribe CRM.

5.3. Tribe CRM is never obliged to recover mutilated or lost data. Tribe CRM does not guarantee that the Application Software will be adapted in a timely manner to changes in relevant legislation and regulations.

5.4. The Client declares and guarantees to have the legal power and authority to enter into the Agreement.

The Client declares and guarantees not to have logged in with a false identity and not to have provided incorrect data in order to gain access to the Application Software and to have provided the correct invoice data of the Client.

## 6. What do we do with your personal information?

6.1. The Client shall always provide the personal data in compliance with personal data protection legislation, including the General Data Protection Regulation.

6.2. If this is necessary for the execution of the Agreement, the Client shall inform Tribe CRM in writing, upon request, of the manner in which the Client fulfils his obligations under the legislation in the field of personal data protection.

6.3. The Client shall indemnify Tribe CRM against claims by persons whose personal data has been registered or is being processed with respect to a personal registration held by the Client or for which the Client is otherwise responsible by law, unless the Client proves that the facts underlying the claim are attributable to Tribe CRM.

6.4. The responsibility for the data processed by the Client using a service from Tribe CRM lies entirely with the Client. Tribe CRM performs its services as a 'processor' within the meaning of the General Data Protection Regulation. The Client warrants to Tribe CRM that the content, use and/or processing of the data is not unlawful and does not infringe any right of a third party. The Client indemnifies Tribe CRM against any legal action by a third party, on any grounds whatsoever, in connection with this data or the execution of the agreement.

6.5. Tribe CRM reserves the right to change the privacy and security policy at its reasonable discretion. When registering for the first time, users may be asked whether or not they wish to receive regular marketing and other non-critical Application Software-related messages from Tribe CRM. They may opt-out of receiving such communications at that time or at any time thereafter. Since the



Application Software is a hosted online application, Tribe CRM may from time to time need to inform all users of the Application Software (regardless of whether they have opted out as described above) of important messages about the operation of the Application Software.

- 6.6. The processing of personal data is subject to the Privacy Statement and Processing Terms and Conditions, as applicable to the relevant Application Software. In the event of a conflict between the various documents, the order is as follows: (1) Agreement (2) Specific Terms and Conditions (3) Processing Terms and Conditions as applicable to the relevant Application Software (4) Tribe CRM General Terms and Conditions (5) Privacy Statement.

## 7. Data security

- 7.1. The Client is responsible for effective data security. The Client shall adequately secure its systems and infrastructure and shall at all times have in operation sufficient appropriate measures, including antivirus software.
- 7.2. If Tribe CRM is obliged under the Agreement to provide some form of information security, that security shall comply with the security specifications agreed in writing between the parties. Tribe CRM does not guarantee that information security is effective under all circumstances. In the absence of an explicitly defined method of security in the Agreement, the security shall meet a level that is not unreasonable in view of the state of the art, the sensitivity of the data and the costs involved in implementing security.
- 7.3. The access or identification codes and certificates provided by or on behalf of Tribe CRM to the Client are confidential and will be treated as such by the Client and will only be made known to authorised (legal) persons by the Client. Tribe CRM is entitled to change assigned access or identification codes and certificates.

## 8. Retention of title and suspension rights

- 8.1. All items delivered to the Client shall remain the property of Tribe CRM until all amounts due by the Client to Tribe CRM pursuant to the Agreement concluded between the parties have been paid in full to Tribe CRM. A Client acting as a reseller shall be allowed to sell and resell all items subject to Tribe CRM's retention of title to the extent that this is customary in the normal course of its business.
- 8.2. The consequences in property law of the reservation of title of an object intended for export shall be governed by the law of the State of destination if that law

contains provisions in this respect more favourable to Tribe CRM.

8.3. Where applicable, rights will be granted or transferred to the Client on the condition that the Client has paid all amounts due under the Agreement.

8.4. Tribe CRM may retain the data, documents, software and/or data files received or realised under the Agreement, despite an existing obligation to deliver or transfer, until the Client has paid all amounts due to Tribe CRM.

## 9. With whom are IPR vested?

9.1. All intellectual and industrial property rights to the Software, the Custom Software and the Documentation or other materials developed, given in use or supplied on the basis of the Agreement, such as designs, analyses, offers, reports, etc., are exclusively vested with Tribe CRM, its licensors or its suppliers. The Client obtains exclusively a non-exclusive right of use which is granted to him by these General Terms and Conditions, the Agreement and the law.

9.2. Tribe CRM is permitted to take technical measures to protect works, including but not limited to Software, products, utilities, methods and techniques, etc., against unlawful use. The Client is not permitted to remove or evade this protection. The Client is also not permitted to modify or use the Software without the intervention of Tribe CRM in violation of the terms of the Agreement.

9.3. The Agreement is not a sales contract and does not grant you any ownership rights to or in connection with the Application Software, technology or intellectual property rights of the Application Software. The Tribe CRM name, the Tribe CRM logo and the product names related to the Application Software are trademarks of Efficy Nederland B.V. (and its licensors) and no right or licence is granted for their use.

9.4. Tribe CRM reserves the right to use the knowledge gained through the relationship with the Client for other purposes, as long as no confidential information of the Client is brought to the attention of third parties.

9.5. Tribe CRM indemnifies the Client against direct damage that the Client suffers as a result of claims or claims by third parties in respect of alleged infringement of the Software, Custom Software and the associated Documentation on copyrights, trademarks, patents or other intellectual property rights, unless the circumstances referred to in Article 9.2 of these General Terms and Conditions apply.

- 9.6. In the event that, on the basis of a court decision, the Client should no longer be allowed to use the Software, Custom Software or Documentation for reasons for which Tribe CRM is responsible pursuant to Article 9.5. Tribe CRM shall, at its own discretion and at its own expense, endeavour either to obtain the right for the Client to continue to use the Software, Custom software or Documentation, or to replace or modify the Software, Custom software or Documentation or the infringing part thereof in such a way that the Software, Custom software or Documentation or the infringing part thereof no longer infringes the alleged property rights.
- 9.7. The Client shall indemnify or hold harmless Tribe CRM against any damage that Tribe CRM suffers as a result of claims and/or demands from third parties or proceedings instituted or initiated by these third parties if the Client has used the Software, Custom Software or Documentation other than as provided in the Agreement, for example outside the Designated Processing Environment. The Client shall also indemnify Tribe CRM against and compensate Tribe CRM for intent, recklessness and fraud in connection with the execution of the Agreement. In all cases, if Tribe CRM should nevertheless be held liable, Tribe CRM shall have the right of recourse against the Client for the full amount of compensation, including costs, paid by it.
- 9.8. Tribe CRM shall never be obliged to carry out data conversion, unless this has been expressly agreed in writing with the Client.

## 10. When are we liable?

- 10.1. The Client is at all times responsible for the choice, use and correct application, including interoperability, of the Software and the services to be provided by Tribe CRM.
- 10.2. If one of the Parties fails imputably in the performance of one or more of its obligations under the Contract, the other Party shall declare the defaulting Party in default by operation of law, unless performance of the obligations in question is already permanently impossible, in which case the defaulting Party shall be immediately in default. The notice of default shall immediately be given in writing and the defaulting Party shall be granted a reasonable period of time to still fulfil its obligations. This period of time is considered a deadline. The notice of default must contain as complete and detailed a description of the default as possible, so that the defaulting Party is given the opportunity to respond adequately.
- 10.3. If Tribe CRM fails imputably in the fulfilment of its obligations, it shall only be liable to the Client for compensation of the direct damage suffered by that Client.

- 10.4. Any liability on the part of Tribe CRM shall be limited per event, whereby a coherent series of events counts as a single event, to the amount paid out by Tribe CRM's corporate liability insurer. If, for any reason whatsoever, the insurer fails to pay out, the liability of Tribe CRM per event, whereby a coherent series of events counts as a single event, shall be limited to the amount equal to the price of the Assignment, which was invoiced in the period of 12 months immediately preceding the event causing the damage.
- 10.5. Direct damage is understood to be limited to:
- a) damage to hardware and software, which is exclusively understood to mean material damage;
  - b) damage to other property of the Client or third parties;
  - c) reasonable costs incurred to prevent or limit damage, including costs for emergency facilities, which could be expected as a result of the event on which the liability is based.
- 10.6. Liability for trading losses, including losses due to loss of profit or unrealised savings, damage to reputation or other indirect or consequential loss is excluded. Also excluded is Tribe CRM's liability in connection with the mutilation, destruction or loss of data or documents, for example in the event of a security incident and/or data breach, or the prevention or limitation thereof.
- 10.7. The above limitations of liability lapse in the event of intent or gross negligence on the part of Tribe CRM and/or its executive subordinates.
- 10.8. A prerequisite for the existence of any right to compensation is always that the Client reports the damage to Tribe CRM in writing as soon as possible after it has arisen. Any claim for compensation against Tribe CRM shall lapse by the mere expiry of twelve months after the occurrence of the claim, unless the Client has filed a legal claim for compensation before the expiry of that period.
- 10.9. The provisions of this article as well as all other limitations and exclusions of liability referred to in these general terms and conditions shall also apply in favour of all (legal) persons of whom Tribe CRM makes use in the performance of the Agreement.

## 11. When can the Agreement be dissolved?

- 11.1. The Client shall be entitled to dissolve the Agreement without judicial or arbitral intervention in accordance with Article 6:265 of the Dutch Civil Code, if Tribe CRM remains in default of its obligations under the Agreement, even after a reasonable period of notice has been given in writing.

11.2. Tribe CRM shall be entitled, without any reminder or notice of default being required, to terminate the Agreement, without judicial or arbitral intervention, with immediate effect, if:

- 1) (provisional) suspension of payments or bankruptcy is applied for or granted by or with regard to the Client;
  - 2) a substantial part of the Client's assets or of goods made available by or on behalf of the Client has been seized and this seizure is not lifted within a short period of time;
  - 3) the Client's business is liquidated or the Client ceases its current business, or, if that Client is a legal entity, the ownership relationships in that legal entity change substantially, or it is dissolved;
  - 4) the Client otherwise fails to meet, does not fully meet and/or does not timely meet any other obligation arising from the Agreement;
- in all cases (1) to (4), always without prejudice to Tribe CRM's right to compensation.

11.3. If one of the situations referred to in Article 11.2 or Article 11.4 occurs, all of Tribe CRM's claims against the Client shall be fully and immediately due and payable, without prior notice of default being required.

11.4. If the Client comes under the direct or indirect, or actual control or management of another person, legal entity or organisation that can be seen as a competitor of Tribe CRM, Tribe CRM shall be entitled to dissolve the Agreement and its appendices in whole or in part out of court by giving written notice stating the date of dissolution, without any reminder or notice of default being required and without being able to be held liable by the Client.

11.5. The forms of termination referred to above shall take place by registered letter, with acknowledgement of receipt, addressed to the Other Party.

## 12. Confidentiality and prohibition on taking over personnel

12.1. Parties will treat the Confidential Information as defined in article 12.2 of these General Terms and Conditions as confidential.

12.2. Confidential Information includes all information that is not generally known and made available by the Client, Tribe CRM or their suppliers. Confidential Information includes, for example, trade secrets, business and marketing strategies, address files, software, research and development data and human resources data.

12.3. All material containing, relating to, or derived from Confidential Information will be returned to the providing party or destroyed as soon as the purpose of the provision

is achieved, at the sole discretion of the party providing the Confidential Information.

12.4. Confidential Information may only be disclosed with the prior written consent of the providing party, or by order of a court or arbitral tribunal.

12.5. During the term of the agreement in question as well as one (1) year after termination thereof, the Client is not permitted to employ, directly or indirectly, without the prior written permission of Tribe CRM, employees of Tribe CRM who have been involved in the execution of the agreement, or otherwise, directly or indirectly, to work for them, or to have them approached for this purpose in any way, subject to forfeiture of an immediately payable fine of EUR 50,000 (in words: fifty thousand euros) for each violation of this prohibition.

### 13. What happens in case of force majeure?

13.1. Neither Party shall be obliged to fulfil any obligation if it is prevented from doing so as a result of Force Majeure, nor shall either Party be liable to the other Party in the event that that Party is unable to fulfil its obligations under the Agreement - with the exception of its payment obligations - due to Force Majeure. Force majeure shall also include force majeure of licensors or suppliers of Tribe CRM, failure to properly fulfil obligations of suppliers prescribed by the Client to Tribe CRM, as well as defects in items, equipment, software or materials of third parties whose use is prescribed by the Client to Tribe CRM, government measures, electricity failure, failure of the Internet, data network or telecommunication facilities, war and general transport problems.

13.2. If a situation of Force Majeure continues for more than ninety days, Parties are entitled to dissolve the Agreement in writing. In that case, performances already delivered on the basis of the Agreement will be settled proportionally, without the Parties owing each other anything else.

## 14. Which law applies and which court has jurisdiction in case of disputes?

- 14.1. The Agreement is exclusively governed by Dutch law. The applicability of the Vienna Convention on Contracts for the International Sale of Goods (or any successor convention) is excluded.
- 14.2. With regard to all disputes that may arise between them as a result of the Agreement concluded between the parties, or any further Agreements that may be the result thereof, the parties agree to have these disputes handled in accordance with the ICT Mediation Regulations (ICT-Mediationreglement) of the Foundation for the Settlement of Automation Disputes (Stichting Geschillenoplossing Automatisering), having its registered office in The Hague.
- 14.3. If the Parties fail to reach a settlement with respect to these disputes in accordance with those Rules, these disputes shall be settled exclusively in accordance with the Arbitration Rules of the Foundation for the Settlement of Automation Disputes, having its registered office in The Hague, at the request of either party, all this without prejudice to the right of either party to request a provision in (arbitral) interim proceedings and without prejudice to the right of either party to take precautionary measures. The place of arbitration shall be The Hague.
- 14.4. Contrary to the provisions of Article 14.3, Tribe CRM is at all times entitled to submit a dispute to the ordinary court in 's-Hertogenbosch, unless mandatory law prescribes otherwise.

# Licence conditions for Tribe CRM

## 15. What is the purpose of these licence conditions

- 15.1. These Tribe CRM licence conditions apply to all offers and deliveries by Tribe CRM with regard to the Tribe CRM Application Software for both products and services, and all Agreements entered into by Tribe CRM for this purpose.
- 15.2. In addition to these licence conditions, the General Terms and Conditions Tribe CRM of Efficy Nederland B.V. apply. In the event of contradictions between the various documents, the order shall be as follows: (1) Agreement (2) Tribe CRM Licence Terms and Conditions (3) Tribe CRM Processor Terms and Conditions (4) Tribe CRM General Terms and Conditions (5) Privacy Statement.
- 15.3. Definitions included in the Tribe CRM General Terms and Conditions also apply to these licence terms.
- 15.4. The headings used for articles, paragraphs and table of contents are for reference purposes only and are not intended to interpret the Agreement.

## 16. What is the term of the Agreement?

- 16.1. If and insofar as the Agreement concluded between the parties is a continuing performance Agreement, the Agreement will be entered into for the term agreed between the parties, in the absence of which the term of one year will apply. The Agreement cannot be terminated prematurely by the Client, without prejudice to the provisions elsewhere in these Terms and Conditions.
- 16.2. The duration of the Agreement is always tacitly extended for the duration of the period originally agreed upon, unless the Client terminates in accordance with the provisions of Article 16.3.
- 16.3. A notice period does not apply. The Client may terminate the Agreement in its own environment of the application until the last moment before renewal, as mentioned in article 16.2, in accordance with the provisions of article 20.1.
- 16.4. Tribe CRM may terminate the Agreement -and after extension pursuant to Article 16.2., the extended Agreement- at any time prematurely in accordance with the provisions of Article 20.2 with due regard for a notice period of at least six (6)



months, without prejudice to the provisions elsewhere in these terms and conditions.

- 16.5. Contrary to the provisions of the previous paragraphs, a Test Account shall only be valid for the agreed duration thereof and shall terminate by operation of law, without notice of termination being required.

## 17. What does a licence entail?

- 17.1. Tribe CRM grants a non-exclusive, non-transferable, right to use the Application Software solely for internal purposes in accordance with the terms of the Agreement. All rights not expressly granted to the Client are reserved by Tribe CRM and its licensors. The right to use the Application Software is strictly personal and may not be shared or used by more than one individual User, but may be reassigned to a new User who replaces a former User who has left service or whose employment status or position has otherwise changed and who no longer uses the Application Software. Modules may be used by more than one individual User of the Application Software.
- 17.2. If the Client is a direct competitor of Tribe CRM, the Client may only use the Application Software with the prior written permission of Tribe CRM. Furthermore, the Client may not use the Application Software to track the availability, performance or functionality of the Application Software or otherwise use it for competitive purposes.
- 17.3. The Client may not (1) grant, sell, resell, transfer, assign, distribute or otherwise commercially use the Application Software under (sub)licence or provide it to third parties in any way; (2) create derivative works of the Application Software or the Content; (3) make 'web links' to the application or a 'frame' or 'mirror' thereof on another server or wireless or Internet-based device; or (4) apply reverse engineering to the Application or open the Application Software in order to (a) develop competing products or services, (b) develop products that use the same ideas, features, functions or images of the Application Software or (c) copy ideas, features, functions or images of the Application Software.
- 17.4. The Client may use the Application Software for internal purposes and shall refrain from doing so: (a) transmit or store any offensive, objectionable, threatening, defamatory or otherwise unlawful material, including material that is harmful to children or harms the privacy rights of third parties; (b) transmit or store any material that contains software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (c) interfere with or impair the integrity or performance of the Application Software or the data stored therein; or (d) attempt to

gain unauthorised access to the Application Software or the systems or networks associated with it.

## 18. Modification of the number of Licences

- 18.1. The Client can increase or decrease the number of Licences by adding or removing Users and/or modules in the Application Software so that the number of Users and modules required by the Client is maintained.
- 18.2. The Client must have implemented the increase or decrease in its environment of the Application Software at least one day (1) before the next licence period.

## 19. What is the term of a licence?

- 19.1. The licence period, selected during the (online) order procedure or otherwise through of a signed offer, commences after the order has been placed. After the first licence period has expired, it will be automatically extended by successive periods of one year, i.e. the extension period. For re-ordered Licences, after the term of the licence period has expired, it will be automatically extended with the licences from the first licence period, i.e. the extension period.

## 20. Termination of Licence

- 20.1. The Client can only terminate the Agreement by indicating in his environment of the Application Software at least one day (1) before the start of the next licences period that the Agreement must be terminated. Notice of termination must be given by a person authorised to do so. After this, a confirmation by Tribe CRM will be sent to the e-mail address known in the Application Software and the Agreement will terminate after the expiry of the licence term.
- 20.2. Tribe CRM may terminate this Agreement by notifying the Client at least six (6) months before the start of the next licence period via the Application Software, by email or in writing. Tribe CRM shall make the Application Software available up to thirty (30) days after the termination date in order to extract and secure Client data recorded in the Application Software and any other data. The Client agrees and declares that Tribe CRM is not obliged to retain these Client Data and data for longer than thirty (30) days and that this data can be deleted thirty (30) days after the termination date.

- 20.3. If the Client does not fulfil his payment obligations or uses the technology or the Application Software of Tribe CRM without permission, or does not comply with the Agreement in any other way, this shall be regarded as an attributable shortcoming. In that case, Tribe CRM may, without notice of default being required, terminate the password, account or use of the Application Software at its own discretion. In addition, Tribe CRM may terminate a free account at any time at its sole discretion.
- 20.4. The Client agrees and accepts that Tribe CRM is under no obligation to retain the Client data and may delete this data if there is an attributable shortcoming on the part of the Client, including but not limited to non-payment of outstanding charges, and this violation has not been corrected within thirty (30) days after the Client has been notified of it.

## 21. What are your responsibilities?

- 21.1. The Client is responsible for all activities that take place under its user accounts and must comply with all applicable local, provincial, national and international laws, treaties and regulations relating to the use of the Application Software, including laws, treaties and regulations relating to data privacy, international communication and transmission of technical or personal data.
- 21.2. The Client shall: (1) immediately notify Tribe CRM of any unauthorised use of a password or account or any other known or suspected breach of security; (2) immediately notify Tribe CRM and make every reasonable effort to stop the copying or distribution of content immediately as soon as this practice is known or suspected by the Client or its users; and (3) not pose as another user of the Application Software or provide incorrect identity data in order to gain access to or use the Application Software.

## 22. What do we do with Client information and Client data?

- 22.1. Tribe CRM is not the owner of any data, information or material sent by the Client to the Application while using the Application Software (being "Client Data"). The Client, and not Tribe CRM, is solely responsible for the accuracy, quality, integrity, legality, reliability, suitability and intellectual property or the right of use with respect to all Client data. The Client shall always supply the supplied data in compliance with the applicable legislation concerning the processing of personal data, including the General Data Protection Ordinance.
- 22.2. The Client has obligations towards third parties under the legislation concerning the processing of personal data, such as the obligation to report data leaks to the

relevant privacy authority and/or those involved, the obligation to provide information, as well as to allow inspection, correction and removal of personal data of the person involved. The responsibility for compliance with these obligations rests entirely and exclusively with the Client. Tribe CRM provides the Online services as a 'processor' in the sense of the General Data Protection Regulation. Unless otherwise agreed, the Processing Terms and Conditions of Tribe CRM as applicable to the TRIBE CRM Application expressly apply to this Agreement and the relationship between the Client, as controller of the processing of personal data, and Tribe CRM, as processor on behalf of the Client.

## 23. Data Storage and Fair Use Policy

- 23.1. A disk space as mentioned in the Application Software is provided to the Client free of charge. A limit applies to this provision of disk space. The corresponding limit means that, if this limit is exceeded, Tribe CRM may ask the Client to reduce the data storage or the Client may charge a fee for the storage above the limit.
- 23.2. Tribe CRM reserves the right to change limits in connection with the storage of Client Data.

## 24. Internet delays

- 24.1. Tribe CRM services may be subject to limitations, delays, and other problems associated with the use of the Internet and electronic communications. Tribe CRM is not responsible or liable for any delays, delivery failures or other damages resulting from these problems.

## 25. What costs and rates do we charge?

- 25.1. The Client must pay all costs or rates charged to his account in accordance with the cost, rate and invoice conditions in force at the time these costs are due. The initial cost corresponds to the number of licences for Users requested at the time of the initial order multiplied by the then current rates for licences for Users.
- 25.2. The Client is responsible to pay for all Licences ordered for the full term of the Licence, regardless of whether these Licences are actually used. Payment obligations cannot be cancelled, suspended and/or set off, and amounts are non-refundable.
- 25.3. The Client must provide Tribe CRM with valid and approved purchase order data if the Client wishes to register for the Application Software. An authorised employee of

the Client, the Licence Manager, may add Licences to the Application Software. The following applies to additional Licences: (1) additional Licences are for the same term as the existing Licences; (2) the licence fees for the additional Licences are equal to the then current licence fees; and (3) Licences added for a period of time will be charged for the remaining term.

## 26. Billing and renewal costs

- 26.1. Costs for the use of the Application Software will be charged and collected in advance by Tribe CRM for each licence period. Tribe CRM automatically debits an amount from credit card or account (authorisation) or sends an invoice. For additional licences ordered, these will be invoiced at once and in advance until the end of the first licence term or renewal term.
- 26.2. The cost of renewal shall be equal to the then current total number of Licences multiplied by the licence fees in effect during the previous term. Rates for other services will be charged according to the amounts shown on the Order Form. The costs of the Application Software are exclusive of taxes, levies or excise duties.
- 26.3. The Client agrees to provide Tribe CRM with complete and accurate invoice and contact details and to keep these up to date in its own environment of the Application Software. This information includes legal company name, address and e-mail address as well as the name and telephone number of an authorised contact person for invoicing and the Licence Manager. The Client agrees to update this information within thirty (30) days of any change. If the contact details provided prove to be incorrect or fraudulent, Tribe CRM reserves the right to terminate access to the Application Software and take any other legal action.
- 26.4. If the Client believes that the invoice is incorrect, the Client must contact Tribe CRM in writing within fourteen (14) days of the date of the invoice in question in order to be eligible for a correction or credit. After this, the invoice will be considered correct and the right of correction will lapse.

## 27. What happens if you don't pay?

- 27.1. In addition to any other rights of Tribe CRM, Tribe CRM reserves the right to suspend its obligations, including granting access to the Application Software, if the Client's account has an overdue balance (payment arrears).
- 27.2. During the suspension period, the Client will still be due the Licence fees. If the Client or Tribe CRM terminates this Agreement, the Client is obliged to pay the outstanding

balance of its account calculated in accordance with the provisions of Article 25, including the interest due. The Client agrees that Tribe CRM may debit such unpaid charges from the Client's credit card or otherwise invoice such unpaid charges to the Client.

27.3. Tribe CRM reserves the right to charge a fee for a reconnection if the account is suspended and the Client subsequently requests access to the Application Software. The Client agrees and declares that Tribe CRM is under no obligation to retain Client data and that these Client data can be permanently deleted if the account has an overdue balance of thirty (30) days or more.

## 28. How do we communicate with you?

28.1. Tribe CRM may send notices via a general message via the Application Software, an e-mail to the e-mail address registered in Tribe CRM's account information, or a letter sent by post to the address registered in Tribe CRM's account information. Tribe CRM will assume that such notice is received after 48 hours (if sent by post) or 12 hours (if sent by e-mail).

## Contact: questions or additional information?

If you have any questions or would like additional information, please send an e-mail to [info@tribecrm.nl](mailto:info@tribecrm.nl).